

Hearing Date and Time: September 20, 2021, at 1:00 p.m. (Prevailing Eastern Time)
Objection Date and Time: September 13, 2021, at 4:00 p.m. (Prevailing Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

**GRUPO AEROMÉXICO, S.A.B. de C.V., et al.,
Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**NOTICE OF HEARING ON DEBTORS' MOTION FOR AN ORDER PURSUANT TO 11
U.S.C. § 105 AND FED. R. BANKR. P. 9019 APPROVING AN UNSECURED CLAIM
SETTLEMENT BY AND BETWEEN THE DEBTORS AND THE CLOVER PARTIES**

PLEASE TAKE NOTICE that on August 27, 2021, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for an Order Pursuant to 11 U.S.C. § 105 and Fed. R. Bankr. P. 9019 Approving an Unsecured Claim Settlement by and between the Debtors and the Clover Parties* (the “**Motion**”). A hearing on the Motion will be held on **September 20, 2021 at 1:00 p.m. (Prevailing Eastern Time)** (the “**Hearing**”) before

¹ The Debtors in these cases, along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; and Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

the Honorable Judge Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), or at such other time as the Bankruptcy Court may determine.

PLEASE TAKE FURTHER NOTICE that, in accordance with General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”),² the Hearing will be conducted telephonically. Any parties wishing to participate must do so telephonically by making arrangements through CourtSolutions, LLC (www.court-solutions.com). Instructions to register for CourtSolutions, LLC are attached to General Order M-543.

PLEASE TAKE FURTHER NOTICE that copies of the Motion may be obtained free of charge by visiting the website of Epiq Corporate Restructuring, LLC at <https://dm.epiq11.com/aeromexico>. You may also obtain copies of any pleadings by visiting the Bankruptcy Court’s website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or a later hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the motion(s) to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion shall be in writing, shall comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court

² A copy of the General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/general-order-m-543-court-operations-under-exigent-circumstances-created-covid-19>.

(a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with General Order M-399 and the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered on July 8, 2020 [ECF No. 79], so as to be filed and received no later than **September 13, 2021 at 4:00 p.m. (Prevailing Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to telephonically attend the Hearing, and failure to appear may result in relief being granted upon default.

PLEASE TAKE FURTHER NOTICE that if no responses or objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered without further notice or opportunity to be heard.

[Remainder of page intentionally left blank]

Dated: August 27, 2021
New York, New York

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**UNITED STATES BANKRUPTCY COURT
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In re:

**GRUPO AEROMÉXICO, S.A.B. de C.V., et
al.,**

Debtors.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**DEBTORS' MOTION FOR AN ORDER PURSUANT TO 11 U.S.C. § 105 AND FED. R.
BANKR. P. 9019 APPROVING AN UNSECURED CLAIM SETTLEMENT BY AND
BETWEEN THE DEBTORS AND THE CLOVER PARTIES**

Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”; the Debtors collectively with their direct and indirect non-Debtor subsidiaries, the “**Company**” or “**Aeroméxico**”) hereby move (this “**Motion**”) this Court (as defined herein) to enter the proposed order annexed hereto as **Exhibit A** (the “**Proposed Order**,” and if entered, the “**Order**”)

¹ The Debtors in these cases, along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; and Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

approving the Claims Settlement (as defined herein). In further support of this Motion, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b), and, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors consent to entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment consistent with Article III of the United States Constitution.

2. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

3. By this Motion, and pursuant to sections 105(a) of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 9019 of the Bankruptcy Rules, the Debtors seek approval of the Claims Settlement (as defined herein), as further set forth herein and in the Proposed Order.

Background

A. General Background

4. On June 30, 2020 (the “**Petition Date**”), the Debtors each commenced in this Court a voluntary case (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code.

The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. The Debtors' Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). *See Order Directing Joint Administration of Chapter 11 Cases* [ECF No. 30].

6. On July 13, 2020, the United States Trustee for the Southern District of New York (the "**U.S. Trustee**") appointed the Official Committee of Unsecured Creditors (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code. *See Notice of Appointment of Official Committee of Unsecured Creditors* [ECF No. 92]. No trustee or examiner has been appointed in the Chapter 11 Cases.

7. Detailed information regarding the Debtors' business, capital structure, and the circumstances leading to the commencement of these Chapter 11 Cases, is set forth in the *Declaration of Ricardo Javier Sánchez Baker in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [ECF No. 20], filed with the Court on the Petition Date.

B. Clover Sale Leaseback Amendments²

8. On September 15, 2020, the Debtors filed their *Motion for Approval of Stipulations and Orders Between Debtors and Counterparties Concerning Certain Aircraft and Engines* [ECF No. 373] (the "**Equipment Stipulation Motion**"). Pursuant to the Equipment Stipulation Motion, the Debtors sought approval of certain stipulations between certain Debtors and certain counterparties concerning leases of certain equipment. The stipulations enabled the Debtors to

² All terms used in this section but not otherwise defined herein shall have the meanings ascribed to them in the Omnibus Boeing Motion, the Clover Order (as defined herein), or the IPA Amendment (as defined in the Clover Order), as applicable.

continue to utilize the Equipment (as defined in the Equipment Stipulation Motion) on their operating routes and to maintain the Equipment when not being operated. Broadly speaking, such stipulations provide, with limited variation, for payment of rent calculated based on actual usage of the Equipment (called a “power by the hour” or “PBH” arrangement), rather than a fixed monthly rental payment. The Court subsequently approved the stipulations. [ECF Nos. 399–429, 475, 491, 502] (each a “**PBH Stipulation**”). One of the PBH Stipulations was between the Debtors, and each of PAAL Aircraft Assets Company Limited and PAAL Aries Company Limited (together, the “**Stipulation Counterparties**”) [ECF No. 411] (the “**Stipulation**”).

9. On April 22, 2021, the Debtors filed their *Motion for (I) Authorization to (A) Implement Certain Aircraft-Related Transactions, and (B) Enter Into Certain Agreements, Including Amendments to a Purchase Agreement with The Boeing Company and Certain Financing and Other Agreements Related Thereto, (II) Approval of the Assumption of Such Amended Agreements, As Applicable, (III) Approval of Amendments to and Repayment of Pre-Delivery Payment Financing Related to Certain Boeing Aircraft, and (IV) Approval of Compromises Reflected Therein* [ECF No. 1108] (the “**Omnibus Boeing Motion**”). Through the Omnibus Boeing Motion, the Debtors sought approval to (i) amend and assume certain prepetition sale-and-leaseback agreements so that Aerovías de México, S.A. de C.V. (“**Aerovías**”) could obtain seven (7) new Boeing 737MAX aircraft; (ii) assume a guarantee to Boeing for the purchase of those aircraft; (iii) enter a keep-well agreement for the benefit of the purchaser of the aircraft; and (iv) amend and assume certain leases for certain other aircraft currently in the Debtors’ fleet (collectively, the “**Clover Transactions**”), all as more fully described in the Omnibus Boeing Motion. The Court granted the relief requested in the Omnibus Boeing Motion at a hearing on

April 30, 2021,³ and entered an order approving the Clover Transactions on May 6, 2021 [ECF No. 1161] (the “**Clover Order**”).

10. In connection with the Clover Transactions, and pursuant to the Clover Order, the Debtors agreed, among other things, that (i) the Stipulation Counterparties shall be entitled to certain non-priority general unsecured claims in Aerovías’ chapter 11 case related to certain prepetition leases and the Stipulation, calculated pursuant to the methodologies set forth in section 4.4(d) of the IPA Amendment and subject to the rights reserved therein (the “**Stipulation Counterparty Claims**”), and (ii) PAAL Cetus Company Limited (the “**Purchaser**,” and collectively with the Stipulation Counterparties; Clover Aircraft Leasing Company Limited; Ping An Aviation Capital Company Limited; Ping An International Financial Leasing Co., Ltd; their respective shareholders, subsidiaries, affiliates, partners, directors, agents, employees, members, and officers; and any other party, person, or entity claiming under or through such party, the “**Clover Parties**”) shall be entitled to the PDA/CDA Claim (as defined in the Clover Order) as a non-priority general unsecured claim in Aerovías’ chapter 11 case (the PDA/CDA Claim, collectively with the Stipulation Counterparty Claims, the “**Clover Claims**”). *See* Clover Order, ¶ 24. Subsequently, Aerovías and the Clover Parties negotiated and agreed on the aggregate amount of the Clover Claims pursuant to the IPA Amendment. Specifically, the parties have agreed that the aggregate amount of the Clover Parties’ allowed non-priority general unsecured Clover Claims against Aerovías is \$55,003,921.93, in final satisfaction of all claims of the Clover Parties in these Chapter 11 Cases, with the exception of certain administrative expense claims as set forth in ¶ 21 of the Clover Order (the “**Claims Settlement**”). The allocation of the Claims

³ *See* Hr’g Tr. (April 30, 2021), 29:17–23 and 37:13–16.

Settlement with respect to each claim in these Chapter 11 Cases is set forth in the Proposed Order. These settled amounts of the Clover Claims shall be the only general unsecured claims of the Clover Parties allowed in these Chapter 11 Cases; *provided, that*, nothing in this Motion or Order shall prejudice any claims the Clover Parties may have in respect of any postpetition breach of the IPA Amendment, the other Amendment Documents, or the Transaction Documents (in each case as amended by the Amendment Documents) occurring after the Effective Date (as defined in the IPA Amendment).

11. In reaching the Claims Settlement, the Debtors consulted with the DIP Lenders,⁴ and advisors to the Committee and the Ad Hoc Group of Senior Noteholders.⁵

C. Claims Settlement Procedures

12. On February 17, 2021, the Court entered *Order Approving (I) Omnibus Claims Objection Procedures, (II) Omnibus Claims Settlement Procedures and (III) Omnibus Claims Hearing Procedures* [ECF No. 904] (the “**Claims Settlement Procedures Order**”), which, among other things, authorized the Debtors, using their reasonable business judgment, to settle claims in accordance with procedures specified therein (the “**Claims Settlement Procedures**”). Specifically, those Claims Settlement Procedures provided that they apply to the settlement of general unsecured claims, Claims Settlement Procedures Order ¶ 4(c), and, “[i]f the [s]ettlement [a]mount is greater than \$500,000 and the [difference between the Settlement Amount compared

⁴ As used in this Motion, “DIP Lenders” refers to those identified in the Court’s *Final Order Granting Debtors’ Motion to (I) Authorize Certain Debtors in Possession to Obtain Post-Petition Financing; (II) Grant Liens and Superpriority Administrative Expense Claims to DIP Lenders; (III) Modify Automatic Stay; and (IV) Grant Related Relief* [ECF No. 527].

⁵ As used in this Motion, “Ad Hoc Group of Senior Noteholders” refers to those identified in the *Second Amended Verified Statement of the Ad Hoc Group of Senior Noteholders Pursuant to Bankruptcy Rule 2019* [ECF No. 1292].

to the amount asserted on the proof of claim] is greater than \$200,000, the Debtors shall seek the approval of this Court by way of a motion pursuant to Bankruptcy Rule 9019.” Claims Settlement Procedures Order ¶ 4(b).

13. As discussed below, because entry into the Claims Settlement is reasonable and since the Claims Settlement is the true product of arm’s length bargaining, the Debtors respectfully request that the Court approve the Claims Settlement, as further set forth in the Proposed Order.

Basis for Relief

A. The Court Should Approve the Claims Settlement Under Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019

14. Pursuant to this Motion, the Debtors seek approval of the Claims Settlement in accordance with the applicable provisions of the Claims Settlement Procedures Order.

15. A court should exercise its discretion to approve settlements “in light of the general public policy favoring settlements.” *In re Hibbard Brown & Co.*, 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998). Indeed, courts in this district have made clear that “[a]s a general matter, ‘settlements and compromises are favored in bankruptcy as they minimize costly litigation and further parties’ interests in expediting the administration of the bankruptcy estate.’” *In re Republic Airways Holdings, Inc.*, 2016 WL 2616717, No. 16-10429 (SHL) at *3 (Bankr. S.D.N.Y. May 4, 2016) (citing *In re Dewey & LeBouef LLP*, 478 B.R. 626, 640 (Bankr. S.D.N.Y. 2012)); *see also Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 455 (2d Cir. 2007).

16. Under Bankruptcy Rule 9019 and governing case law, a court should approve a compromise or settlement where it makes an independent determination that the compromise or settlement is fair and equitable, reasonable, and in the best interests of the debtor’s estate. *See*,

e.g., In re Republic Airways, 2016 WL 2616717 at *3; *see also Ionosphere Clubs, Inc. v. American National Bank and Trust Co. of Chicago*, 156 B.R. 414, 426 (S.D.N.Y. 1993); *Nellis v. Shugrue*, 165 B.R. 115, 122–23 (S.D.N.Y. 1994). In so doing, a court may consider the opinions of the trustee or debtor in possession that the settlement is fair and equitable. *See id.*; *see also In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993).

17. In assessing whether to approve a settlement, a court need not decide the issues of law and fact raised by the settlement, but rather should “canvass the issues and see whether the settlement fall[s] below the lowest point in the range of reasonableness.” *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983) (alteration in original) (citations and quotations omitted). Put differently, “the court need not conduct a ‘mini-trial’ to determine the merits of the underlying litigation.” *In re Purofied Down Prods.*, 150 B.R. at 522.

18. “The ‘reasonableness’ of [a] settlement depends upon all factors, including probability of success, the length and cost of the litigation, and the extent to which the settlement is truly the product of ‘arms-length’ bargaining, and not fraud or collusion.” *In re Ionosphere Clubs, Inc.*, 156 B.R. at 428.

19. The Settlement Procedures Order also specifically authorized the Debtors to settle general unsecured claim amounts, Claims Settlement Procedures Order ¶ 4(c), and prescribed that, for settlements like the Claims Settlement that are in an amount greater than \$500,000 and resolve a Claim Difference (as defined in the Claims Settlement Procedures Order) greater than \$200,000, the Debtors shall seek approval of this Court through a motion pursuant to Bankruptcy Rule 9019. Claims Settlement Procedures Order ¶ 4(d).

20. Moreover, section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

21. The Debtors submit that the Claims Settlement satisfies the range of reasonableness test described above and the negotiated amounts of the Clover Claims were calculated consistently with the methodologies prescribed by the Clover Order. Rather than engage in costly and value-destructive litigation over Aerovías’ obligations, Clover Parties’ unsecured claim amounts, and any amounts mitigating the quantum of those claims, the parties negotiated a consensual resolution settling on agreed amounts of those claims, as further set forth in the Proposed Order. The Claims Settlement is the product of arm’s length and good faith bargaining that will (a) eliminate the need for costly claims disputes and (b) unlock distributable value for the Debtors’ unsecured creditors by liquidating Clover Parties’ compromised claim amounts. Lastly, a number of the Debtors’ key stakeholders, including the DIP Lenders, and advisors to the Committee and the Ad Hoc Group of Senior Noteholders, have been consulted regarding the relief requested herein and have no objection to the relief requested. Accordingly, the Debtors respectfully request that the Court approve the Claims Settlement.

Notice

22. Notice of this Motion will be provided to: (a) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors’ case website at <https://dm.epiq11.com/case/aeromexico/info>); (b) the U.S. Trustee; (c) counsel to the Committee; (d) counsel to Apollo Management Holdings, L.P.; (e) counsel to the Ad Hoc Group of Senior Noteholders; and (f) any person or entity with a particularized interest in the subject matter of this Motion. The Debtors respectfully submit that no further notice is required.

No Prior Request

23. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: August 27, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

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Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

**GRUPO AEROMÉXICO, S.A.B. de C.V., et
al.,

Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**ORDER APPROVING AN UNSECURED CLAIM SETTLEMENT BY
AND BETWEEN THE DEBTORS AND THE CLOVER PARTIES**

Upon the motion (the “**Motion**”)² of Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) for entry of an order (this “**Order**”), authorizing Aerovías de México, S.A. de C.V. (“**Aerovías**”) to enter into the Claims Settlement, as set forth more fully in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed

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² Each capitalized term used herein but not otherwise defined herein shall have the meaning ascribed to it in the Motion.

the Motion [and held a hearing to consider the relief requested in the Motion on September 20, 2021 (the “**Hearing**”)]; and upon [the record of the Hearing, and upon] all of the proceedings had before the Court; and the Court having found that the relief granted herein being in the best interests of the Debtors, their creditors, and all other parties in interest; and after due deliberation the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. In accordance with the Claims Settlement, the Clover Parties shall be allowed non-priority general unsecured claims in the aggregate amount of \$55,003,921.93 against Aerovías on account of all prepetition claims against the Debtors in the Chapter 11 Cases (or any subsequent chapter 7 case in the event of a conversion) (the “**Allowed Claims**”), allocated as follows:

Original Claim Numbers	Claimant	Allowed Claim Amount
333, 751	PAAL Aircraft Assets Company Limited	\$14,410,128.39
334, 748	PAAL Aircraft Assets Company Limited	\$15,182,770.11
335, 750	PAAL Aries Company Limited	\$12,765,308.33
336, 749	PAAL Cetus Company Limited	\$12,645,715.10
Total		\$55,003,921.93

3. The Allowed Claims shall be automatically allowed upon entry of this Order, and no further action shall be required of the claimants listed above or the Debtors to effectuate the allowance of such claims. The Allowed Claims shall not be subject to any setoff, reduction, defense, recoupment, or withholding (except as may be required by law). Any chapter 11 plan of reorganization filed by the Debtors shall afford such claims

treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor or pre-delivery payment counterparty whose claims run solely against the Aerovías debtor. Further, upon entry of this Order and without any further action by the Debtors or the Clover Parties, Epiq Corporate Restructuring, LLC is authorized to update the claims register to reflect the terms of this Order, including, among other things, (a) creating new proofs of claim on the claims register maintained in the Chapter 11 Cases in respect of the Allowed Claims and (b) expunging all other claims belonging to any of the Clover Parties in the Chapter 11 Cases if such claims have not yet been withdrawn, including, without limitation, the claims numbered 333, 334, 335, 336, 748, 749, 750, and 751.

4. The Allowed Claims shall be the only prepetition claims of the Clover Parties allowed in the Chapter 11 Cases.

5. The Claims Settlement and this Order are without prejudice to the Clover Parties' ability to file proofs of claim in respect of administrative expense claims as set forth in ¶ 21 of the Clover Order. Nothing in this Order shall prejudice any claims the Clover Parties may have in respect of any postpetition breach of the IPA Amendment, the other Amendment Documents or the Transaction Documents (in each case as amended by the Amendment Documents) occurring after the Effective Date (as defined in the IPA Amendment).

6. The Debtors are authorized to take, or refrain from taking, any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

7. While the above referenced Chapter 11 Cases are pending, this Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and enforcement of this Order, and the Claims Settlement.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE