

Hearing Date and Time: September 20, 2021 at 1:00 p.m. (Prevailing Eastern Time)
Objection Date and Time: September 17, 2021 at 12:00 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 ENTRY OF AN ORDER
AUTHORIZING DEBTORS TO ASSUME CERTAIN AIRCRAFT LEASES**

PLEASE TAKE NOTICE that, on August 31, 2021, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for Entry of an Order Authorizing Debtors To Assume Certain Aircraft Leases* (the “**Motion**”). A hearing on the Motion is scheduled to be held on **September 20, 2021 at 1:00 p.m. (prevailing Eastern Time)** (the “**Hearing**”) before the Honorable Judge Shelley C. Chapman, United States

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.

Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”), or at such other time as the 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 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 from time to time by an announcement of the adjourned date or dates at the Hearing or a later hearing or by filing a notice with the Court. 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 Court by (a) attorneys practicing in the 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

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>.

(b) all other parties in interest, in accordance with the customary practices of the 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 17, 2021 at 12:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that all 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 Court an order substantially in the form of the proposed order annexed to the Motion, under certification of counsel or certification of no objection, which order may be entered by the Court without further notice or opportunity to be heard.

Dated: August 31, 2021
New York, New York

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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)

**PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAMES AND
AIRCRAFT IN SCHEDULE 1 ATTACHED TO THE PROPOSED ORDER (AS DEFINED
HEREIN)**

**DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING DEBTORS TO
ASSUME CERTAIN AIRCRAFT LEASES**

Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and certain of its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), hereby file this motion (this “**Motion**”) seeking the entry of an order authorizing Debtor Aerovías de México, S.A. de C.V. (the “**Debtor Lessee**”) to assume the Aircraft Leases (as defined herein). This Motion is supported by the

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.

Declaration of Matthew Landess in Support of Debtors' Motion for Entry of an Order Authorizing Debtors To Assume Certain Aircraft Leases (the “**Landess Declaration**”) filed contemporaneously herewith and incorporated herein by reference. 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 over this Motion 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). In addition, the Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to the 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 in connection herewith consistent with Article III of the United States Constitution.

2. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

3. By this Motion, and pursuant to sections 365, 364, and 105(a) of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Bankruptcy Rule 6006, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**” and, if entered, the “**Order**”), authorizing the Debtor Lessee to assume certain aircraft leases (the “**Aircraft Leases**”) for the aircraft (the “**Aircraft**”) identified on Schedule 1 to the Proposed Order.

Background

A. General Background

4. On June 30, 2020 (the “**Petition Date**”), each of the Debtors filed in this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued to operate and manage their businesses and have continued to possess their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [ECF No. 30] entered by the Court on July 1, 2020 in Grupo Aeroméxico’s Chapter 11 Case.²

6. On July 13, 2020, the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed an 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’ businesses and affairs, capital structure, and the circumstances leading to the commencement of the Chapter 11 Cases can be found in the *Declaration of Ricardo Javier Sánchez Baker in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [ECF No. 20], which is incorporated herein by reference.

² On July 2, 2020, the Court entered similar orders for the other Debtors on their respective Court dockets. *See In re Aerovías de México, S.A. de C.V.*, No. 20-11561, ECF No. 2; *In re Aerolitoral, S.A. de C.V.*, No. 20-11565, ECF No. 2; *In re Aerovías Empresa de Cargo, S.A. de C.V.*, No. 20-11566, ECF No. 2.

B. The Debtors' Fleet Optimization Process

8. As the Court is aware, the Debtors have been engaged in a multi-step process to (a) analyze their anticipated, long-term fleet and equipment needs, (b) make corresponding adjustments to the size and composition of their current operating fleet, and (c) obtain the most favorable terms for agreements relating to aircraft equipment. Over the last several months, the Debtors have continued negotiating with existing lessors and potential lessors of additional aircraft and equipment to obtain the best terms available for the aircraft and equipment that will be necessary for the Debtors to pursue their long-term business plan and to optimize their anticipated fleet upon emergence from the Chapter 11 Cases.

9. As a result of arm's length and good faith negotiations, the Debtors have reached agreements with lessors to either (a) enter into new aircraft leases for new aircraft or (b) assume current aircraft leases on an amended basis. By agreeing to such transactions and receiving Court approvals [ECF Nos. 396, 399–429, 475, 491, 502, 984, 1100, 1141, 1154, 1156–57, 1161, 1544, 1572–73, 1659], the Debtors achieved certainty in maintaining and adding aircraft in and to their fleet on terms that fit the Debtors' short- and long-term needs and that the Debtors believe are advantageous. The foregoing aircraft also provided the Debtors with attractive economics and ownership costs compared to the Debtors' average prepetition lease costs for similar equipment and created operational flexibility for the Debtors, as they allowed the Debtors to potentially reject other costly aircraft or equipment that are not as attractive for the long term fleet.

10. By this Motion, the Debtors seek to assume the Aircraft Leases, as they believe that the Aircraft fit within the Debtors' long-term business plan and fleet needs.

Basis for Relief

11. Section 365 of the Bankruptcy Code allows a debtor in possession (with bankruptcy court approval) to maximize the value of its estates by, among other things, assuming or rejecting executory contracts and unexpired leases. 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984). An executory contract is a “contract under which the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing performance of the other.” *Sharon Steel Corp. v. Nat’l Fuel Gas Distribution Corp.*, 872 F.2d 36, 39 (3d Cir. 1989) (internal citations omitted); *see also In re Keren Ltd. P’ship*, 225 B.R. 303, 307 (S.D.N.Y. 1997), *aff’d*, 189 F.3d 86 (2d Cir. 1999) (same). “[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993).

12. In determining whether to permit a debtor to assume or reject a contract or lease, “the debtor’s interests are paramount.” *COR Route 5 Co. v. Penn Traffic Co. (In re Penn Traffic Co.)*, 524 F.3d. 373, 383 (2d Cir. 2008). Accordingly, the decision to assume or reject an executory contract or unexpired lease is governed by the business judgment rule, which requires that a debtor determine that the requested assumption would be beneficial to its estates. *See Grp. of Institutional Invs. v. Chicago, M., St. P. & P. R. Co.*, 318 U.S. 523, 550 (1943) (finding that the question of assumption or rejection “is one of business judgment”); *In re Penn Traffic*, 524 F.3d at 383; *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006); *In re MF Global Inc.*, No. 11-2790, 2011 WL 6792758, at *2 (Bankr. S.D.N.Y. Dec. 20, 2011) (“The assumption or rejection of an executory contract

may be approved if such action would benefit the debtor's estate and is an exercise of sound business judgment."); *Sharon Steel*, 872 F.2d at 40.

13. In considering a motion to assume or reject an executory contract or unexpired lease, a debtor "should examine a contract and the surrounding circumstances and apply its best 'business judgment' to determine if [assumption] would be beneficial or burdensome to the estate." *In re Orion Pictures Corp.*, 4 F.3d at 1099; *see also In re Gucci*, 193 B.R. 411, 414–15 (S.D.N.Y. 1996). A debtor's decision to assume or reject an executory contract or unexpired lease based on its business judgment will generally not be disturbed absent a showing of "bad faith or abuse of business discretion." *In re Old Carco*, 406 B.R. at 188 (quoting *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff'd sub nom. John Forsyth Co., Inc. v. G Licensing, Ltd.*, 187 B.R. 111 (S.D.N.Y. 1995)); *see also In re MF Global Inc.*, No. 11-2790, 2011 WL 6792758, at *2 (Bankr. S.D.N.Y. Dec. 20, 2011) ("The assumption or rejection of an executory contract may be approved if such action would benefit the debtor's estate and is an exercise of sound business judgment."); *In re Chipwich, Inc.*, 54 B.R. 427, 430–31 (Bankr. S.D.N.Y. 1985). The party opposing a debtor's exercise of its business judgment has the burden of rebutting the presumption of validity. *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993).

14. Upon finding that the debtor has exercised its sound business judgment in determining that the assumption or rejection of a contract or lease is in the best interests of the debtor, its creditors, and all parties in interest, the court should approve the assumption or rejection under section 365(a) of the Bankruptcy Code. *See, e.g., In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992).

15. Moreover, section 105(a) of the Bankruptcy Code confers the Court with broad equitable powers 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).

16. The Debtors respectfully submit that the relief requested herein is fair, equitable, reasonable, and in the best interests of the Debtors’ estates and is, thus, justified under sections 365(a) and 105(a) of the Bankruptcy Code. As described above and in the Landess Declaration, the Debtors are seeking to reset their fleet and attendant costs and to retain certain aircraft that fit the short and long-term fleet plan. Based on an evaluation of aircraft alternatives, the Debtors have determined in good faith that the terms of the Aircraft Leases are worth retaining, meet the Debtors’ fleet needs, and afford the Debtors further operational flexibility.

17. Finally, the Debtors intend to pay all outstanding monetary amounts due under the Aircraft Leases (*i.e.*, the cure costs set forth on Schedule 1 to the Proposed Order) and, to the extent requested, provide the parties identified on Schedule 1 to the Proposed Order with adequate assurance of the Debtor Lessee’s future performance of its obligations under the Aircraft Leases. As a result, the Debtors believe that they will satisfy the requirements of section 365(b)(1) of the Bankruptcy Code.

18. In light of the foregoing, the Debtors respectfully submit that the assumption of the Aircraft Leases (a) would be the result of the Debtors exercising their sound business judgement in accordance with their fiduciary duties, (b) would be in the best interests of their estates and economic stakeholders, and (c) would further serve to maximize value for the benefit

of all creditors. Accordingly, the Debtors respectfully request that the Court authorize the Debtor Lessee to assume the Aircraft Leases and to perform all of the obligations thereunder.³

Notice

19. Notice of this Motion will be provided to the following parties: (a) the entities on the Master Service List (as defined in the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [ECF No. 79], which is 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;⁴ (f) each party listed on Schedule 1 to the Proposed Order; and (g) any person or entity with a particularized interest in the subject matter of this Motion. The Debtors respectfully submit that no other or further notice is required.

No Prior Request

20. 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]

³ To the extent that assumption of any of the Aircraft Leases requires reaffirmation of a guaranty such that section 364 of the Bankruptcy Code is implicated, the Debtors believe that they have established that assumption of the Aircraft Lease and the related reaffirmation of the guaranty are in the best interests of the Debtors' estates, their creditors, and all other parties in interest, which is sufficient to satisfy the standard for relief under section 364 of the Bankruptcy Code.

⁴ As used in this Motion, "Ad Hoc Group of Senior Noteholders" refers to those parties identified in the *Second Amended Verified Statement of the Ad Hoc Group of Senior Noteholders Pursuant to Bankruptcy Rule 2019* [ECF No. 1292].

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 31, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

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and Debtors in Possession*

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 AUTHORIZING DEBTORS TO
ASSUME CERTAIN AIRCRAFT LEASES**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), authorizing the Debtor Lessee to assume the Aircraft Leases as set forth more fully in the Motion and the Landess Declaration; 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 of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the notice parties identified in the Motion; 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 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

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

proceedings had before the Court; 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 the Court having found that the relief granted herein is in the best interests of the Debtors, their creditors, and all other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The Debtor Lessee's assumption of the Aircraft Leases, as identified on **Schedule 1** hereto, is hereby approved and effective as of the date hereof, pursuant to section 365 and 105 of the Bankruptcy Code and Bankruptcy Rule 6006.
3. The Debtor Lessee shall pay, as soon as reasonably practicable, all cure costs set forth on **Schedule 1** hereto, thereby satisfying its obligation to cure any defaults under the Aircraft Leases under section 365(b)(1)(A) of the Bankruptcy Code.
4. Notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, their respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, the parties identified on **Schedule 1** hereto and all other persons asserting interests in the Aircraft or the Aircraft Leases.
5. The Debtors are authorized to take, or refrain from taking, any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

6. 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

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Aircraft Leases

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)	Cure Cost
NBB Loreto Lease Co. LTD.	<p>LESSOR: NBB Loreto Lease Co., Ltd 5F Tornare Nihonbashi Hamacho 3-3-2 Nihonbashi Hamacho, Chuo-ku Tokyo 103-0007 Japan Fax: +813 6757 2511 Attention: General Manager</p> <p>FACILITY AGENT: Natixis, New York Branch 1251 Avenue of the Americas, 5th Floor New York, NY 10020 Fax: +1 646 282 2322 Attention: Benoist de Vimal/Valerie Du Mars Reference: NBB Loreto Lease Co., Ltd. – MSN 43859 adminagency@us.natixis.com c/o Natixis, New York Branch 1251 Avenue of the Americas New York, NY 10020 Fax: +1 646 282 2392 Attention: Urs Fischer/Hana Beckles Reference: NBB Loreto Lease Co., Ltd. – MSN 43859</p> <p>SECURITY TRUSTEE Natixis, New York Branch 1251 Avenue of the Americas, 5th Floor New York, NY 10020 Fax: +1 646 282 2322 Attention: Benoist de Vimal/Valerie Du Mars</p>	Boeing model 787-9 43859	XA-ADL	General Electric Company GENX-1B74/75 956790 956792	[REDACTED]

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)	Cure Cost
	<p>Reference: NBB Loreto Lease Co., Ltd. – MSN 43859 adminagency@us.natixis.com c/o Natixis, New York Branch 1251 Avenue of the Americas New York, NY 10020 Fax: +1 646 282 2392 Attention: Urs Fischer/Hana Beckles Reference: NBB Loreto Lease Co., Ltd. – MSN 43859</p> <p>BANKS Natixis, New York Branch Natixis, New York Branch 1251 Avenue of the Americas, 5th Floor New York, NY 10020 Fax: +1 646 282 2322 Attention: Benoist de Vimal/Valerie Du Mars Email: adminagency@us.natixis.com</p> <p>Crédit Industriel et Commercial, New York Branch Crédit Industriel et Commercial 520 Madison Avenue, 37th Floor New York, NY 10022 Fax: (212) 715-4477 Attn: Loan Servicing Department</p> <p>Development Bank of Japan Otemachi Financial City South Tower 9-6, Otemachi, 1-chome, Chiyoda-ku, Tokyo, 100-8178, Japan Fax: +81 3 3270 2475 Attn: Global Aviation Team SWAP COUNTERPARTIES Natixis Immeuble Lumière Sud 40 Avenue des Terroirs de France 75012 Paris France Fax: (33) 01 58 55 21 51 Attn: Back-Office Dérivés</p>				

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)	Cure Cost
	<p>E-mail: BO-COMMODITY@natixis.com <i>With a copy to:</i> Natixis, New York Branch 1251 Avenue of the Americas, 5th Floor New York, NY 10020 Fax: (212) 891 1922 Attn: General Counsel E-mail: legal.notices@us.natixis.com</p>				
<p>Yamasa Aircraft AM1 Kumiai, represented by its Managing Partner, Yamasa Co., Ltd., as borrower and lessor</p>	<p>LESSOR Yamasa Aircraft AM1 Kumiai c/o Yamasa Co., Ltd. 2- 20-6 Fukutomi-higashi Minami-ku, Okayama City Okayama 702-8033 Japan Fascimile: +81 86 262 3292 Attention: Aircraft Leasing Department</p> <p><i>with a copy to:</i> Yamasa Co., Ltd. Nikko Building 3F 2-15-12, Higashi-ueno Taito-ku Tokyo 110-0015 Japan Fascimile: +81 3 3837 2360 Attention: Aircraft Leasing Department</p> <p>SECURITY AGENT c/o NTT Finance Corporation 1-2-70 Konan Minato-ku Tokyo 108-0075 Japan Attention: Aircraft and Ship Finance Division Fax: +81 3 5463 3565 Email: air-origin@ntt-finance.com global-admin@ntt-finance.com</p> <p>FACILITY AGENT Commerzbank Aktiengesellschaft, Tokyo Branch</p>	<p>Boeing model 787-9 43861</p>	<p>XA-ADD</p>	<p>General Electric Company GENx- 1B74/75/P2G01 956842 and 956845</p>	<p>[REDACTED]</p>

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)	Cure Cost
	Atago Green Hills MORI Tower 40F 2-5-1 Atago, Minato-ku, Tokyo 105-6240, Japan Attention: Aircraft Finance, Corporate Banking Fax: +81 3 5400 4987 Email: yuka.mizuhashi@commerzbank.com, motoki.yamasaki@commerzbank.com, atsuko.sugihara@commerzbank.com				
Caracara Ltd. and Lobelia Leasing, Inc. as Lessor Caracara Ltd. as Representat ive Lessor	LESSOR Caracara Ltd. c/o NTT Finance Corporation 2-70 Konan 1-chome, Minato-ku, Tokyo 108-0075, Japan Facsimile: +81 3 5463 3565 Attention: Executive Manager Aircraft, Aircraft and Ship Finance Division FACILITY AGENT Natixis, New York Branch 1251 Avenue of the Americas, 5th Floor New York, NY 10020 Attention: Urs Fischer, Hana Beckles, Yazmin Vasconez, Connie Moy Email: AdminAgency@natixis.com SECURITY AGENT Natixis, New York Branch 1251 Avenue of the Americas, 5th Floor New York, NY 10020 Attention: Urs Fischer, Hana Beckles, Yazmin Vasconez, Connie Moy Email: AdminAgency@natixis.com ORIGINAL LENDERS NTT Finance Corporation Address: 2-70, Konan 1-chome, Minato-ku, Tokyo 108-0075, Japan TEL: +81-3-6455-8831 Attention: Aircraft and Ship Finance Division Email: air-origin@ntt-finance.com global-admin@ntt-finance.com spc_ops@ntt-finance.com	Boeing model 787-9 44426	XA-ADG	General Electric Company GENX-1B74/75 958021 and 958024	[REDACTED]

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)	Cure Cost
	<p>Development Bank of Japan Inc. Address: 9-6, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-8178, Japan Attention: Global Aviation Team Email: datsubo@dbj.jp shono@dbj.jp grp_ace@dbj.jp</p> <p>SWAP COUNTER PARTY Natixis Immeuble Lumière Sud 40 Avenue des Terroirs de France 75012 Paris, France Attn: Back-Office Dérivés E-mail: BO-COMMODITY@natixis.com</p> <p><i>With a copy to:</i> Natixis, New York Branch 1251 Avenue of the Americas, 5th Floor New York, NY 10020, USA Attn: General Counsel E-mail: legal.notices@us.natixis.com</p>				