

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

**In re:**

**GRUPO AEROMÉXICO, S.A.B. de C.V., et  
al.,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**ORDER APPROVING THE ASSUMPTION OF CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the notice of assumption of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”), filed on August 9, 2021 [ECF No. 1533] (the “**Notice**”)<sup>2</sup> pursuant to the *Order Approving Procedures for the Assumption of Executory Contracts and Unexpired Leases*, dated April 20, 2021 [ECF No. 1085] (the “**Assumption Procedures Order**”); and the Court having jurisdiction to consider the Notice and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Notice and the requested relief being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Notice having been provided in accordance with the Assumption Procedures Order; and no other or further notice need be provided; and the relief requested in the Notice being in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having reviewed the Notice; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de Mexico, 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.

<sup>2</sup> Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Notice.

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Notice is hereby GRANTED.
2. Pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtors' assumption of the Contracts set forth on Schedule A hereto (the "Contracts") is hereby approved and shall be effective as of the applicable date set forth on Schedule A hereto.
3. With regard to Contracts to be assumed and assigned, pursuant to section 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights), and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or assignee, as the case may be, in the Contracts, or (B) in respect of any taxes); and (b) constitutes a legal, valid, and effective transfer of such Contract and vests the applicable assignee with all rights, titles, and interests to the applicable Contract.
4. Subject to the other provisions of this Order, the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any assignees any applicable Contract, with any applicable assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contract, except as otherwise provided for in this Order, and (b) execute and deliver to any applicable assignee such

assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract.

5. Notwithstanding anything to the contrary contained in this Order, with respect to any assumed Contract, the Debtors (or the assignee, if applicable) shall be liable for payment of all liabilities that have accrued, begun to accrue or otherwise arisen as of the assumption date, but that are not in default or due and owing as of the assumption date, pursuant to such assumed Contract, unless otherwise agreed among the Debtors (or the assignee, if applicable) and the counterparty; which amounts shall be paid in the ordinary course and pursuant to the terms of such assumed Contract.

6. The Debtors are authorized to enter into ordinary course amendments to any assumed Contract, from time to time as necessary, subject to the terms and conditions in such Contract and without further order of the Court; notwithstanding the foregoing, if amendments are made outside of the ordinary course, the Committee shall receive five (5) business days' notice thereof and an opportunity to object before such amendment becomes effective.

7. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

10. Any Contract listed on the Notice filed before the Debtors' deadline to assume unexpired leases of real property pursuant to section 365(d)(4) of the Bankruptcy Code shall

ultimately be deemed assumed as of the date listed on the Notice and in satisfaction of section 365(d)(4) of the Bankruptcy Code.

11. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract assumption or assumption and assignment. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

12. The Notice and the relief requested therein with respect to the Contracts satisfy Bankruptcy Rules 6006 and 6007. The notice procedures set forth in the Notice with respect to the Contracts are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparties to the Contracts with notice and an opportunity to object and be heard at a hearing.

13. Notwithstanding any Bankruptcy Rule, the Local Bankruptcy Rules for the Southern District of New York, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Debtors and the Clerk of this Court 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.

15. This Court shall retain exclusive jurisdiction over any and all matters arising from, arising under, or related to the implementation or interpretation of this Motion or Order.

Dated: September 1, 2021  
New York, New York

/S/ Shelley C. Chapman  
THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE 1**

**Assumed Contracts**

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Cure Amount</b>	<b>Assumption Date</b>	<b>Address</b>	<b>Description of Material Amendments Made in Connection with Assumption</b>
QUANTEM AVIATION SERVICES LLC	AEROVÍAS DE MÉXICO; S.A. de C.V.	AMENDMENT NO. 2 to ANNEX B.1.0 STANDARD GROUND HANDLING AGREEMENT - Simplified Procedure -	USD\$117,693	8/9/2021	175 Ammon Drive Manchester, New Hampshire 03103	Fee reduction (\$44.88 per flight) for 2021
CHIEMESE SA	Aerovías Empresa de Cargo; S.A. de C.V.	ANNEX B1.0 LOCATION, AGREED SERVICES, FACILITIES AND CHARGES to the Standard Ground Handling Agreement (SGHA) of January 2018	ARS\$7,949,630	8/9/2021	737 Reconquista, 3rd floor "F" Dept, C.A.B.A., Argentina 1003	N/A
MEDALLIA INC	AEROVÍAS DE MÉXICO; S.A. de C.V.	AMENDMENT NO. 1 TO SAAS SUBSCRIPTION AGREEMENT DTD 2/1/2017	USD\$63,109	8/9/2021	Medallia, Inc. 395 Page Mill Rd, Suite 100 Palo Alto, CA 94206, USA	Extend the term of the Agreement
AMERICA CARGO GSA INC	Aerovías Empresa de Cargo; S.A. de C.V. / AEROVÍAS DE MÉXICO; S.A. de C.V.	AMENDMENT TO GENERAL CARGO SALES AGENCY AGREEMENT BETWEEN AEROVÍAS EMPRESA DE CARGO, S.A. DE C.V. AND AEROVÍAS EMPRESA DE CARGO	USD\$105,858	8/9/2021	201, Boul. Ducharme, Suite 203, Ste-Terese, Quebec, Canadá, J7E 2G1	Fixed Term, No auto-renewal, and Force Majeure Clause
CHAMP CARGOSYSTEMS	AEROVÍAS DE MÉXICO; S.A. de C.V.	Amendment #1 to the Traxon CargoHUB Service Agreement (the "Agreement") entered into effect on 1st May 2017	USD\$47,153	8/9/2021	CHAMP Cargosystems – Atlanta Office Suite 900 3100 Cumberland Blvd. Atlanta , Georgia 30339, USA	Term extension and contract rate reduction
AERO MAG 2000 YUL	AEROVÍAS DE MÉXICO; S.A. de C.V.	IATA STANDARD GROUND HANDLING AGREEMENT – SIMPLIFIED PROCEDURE Annex B 2.0 Location(s), Agreed Services and Charges to the Standard Ground Handling Agreement of January 2008, effective as of February 10, 2011	USD\$31,213	8/9/2021	8181 rue Hervé St- Martin Ville St- Laurent (Québec) H4S 2A5	N/A

<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

WORLDWIDE FLIGHT SERVICES INC	AEROVÍAS DE MÉXICO; S.A. de C.V.	STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE Annex B 1.0 - Location(s), Agreed Services and Charges to the Standard Ground Handling Agreement (SGHA) of January 2018	USD\$45,900	8/9/2021	1639 W. 23rd Street, Suite 240 Dallas TX 75261	N/A
GLOBAL AVIATION SERVICES, INC.	AEROVÍAS DE MÉXICO; S.A. de C.V.	IATA STANDAR GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE	USD\$17,376	8/9/2021	Global Aviation Services Inc. 6500 Silverdart drive suite 205 Mississauga Ont L5P 1B1	N/A
INFLIGHT LOGISTICS LLC	AEROVÍAS DE MÉXICO; S.A. de C.V.	AMENDMENT NO. 1 AGREEMENT TO THE SOFTWARE END-USER LICENSE AGREEMENT	USD\$24,459	8/9/2021	1020 ELDEN ST SUITE 201 HERNDON, VA 20170 PH 773-550-2909	Term extension and fixed contracted rates
INTEGRATED DEICING SERVICES LLC	AEROVÍAS DE MÉXICO; S.A. de C.V.	Standard Ground Handling Agreement - Simplified Procedure	USD\$15,820	8/9/2021	Corporate Headquarters 14 Queen Street Truro, NS B2N 2A8, Canada	N/A
AUDIOWEBCONFERENCING SA DE CV	AEROVÍAS DE MÉXICO; S.A. de C.V.	AUDIO WEB CONFERENCE SERVICE AGREEMENT DTD 7/5/2015	MEX\$483,612	8/9/2021	Prensa la Angostura No. 116 Col. Irrigación, C.P. 11500, Miguel Hidalgo, Ciudad de México.	N/A
PRODUCTOS INNOVADOR SA DE CV	AEROVÍAS DE MÉXICO; S.A. de C.V.	Contract for the provision of Washing Equipment	USD\$11,443	8/9/2021	Bodega 9 km, 31.5 Carretera México-Cuautitlán Conjunto Industrial Cuautitlán Cuautitlán Edo México, 54800	N/A