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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)

**CERTIFICATE OF NO OBJECTION REGARDING DEBTORS' MOTION FOR ENTRY
OF AN ORDER AUTHORIZING DEBTOR AEROVÍAS DE MÉXICO, S.A. DE C.V. TO
ENTER INTO NEW SIMULATOR PURCHASE AGREEMENT WITH CAE INC.**

Pursuant to 28 U.S.C. § 1746, Rule 9075-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), and in accordance with the United States Bankruptcy Court’s case management procedures set forth in the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered on July 8, 2020 [ECF No. 79] (the “**Case Management Order**”), the undersigned hereby certifies as follows:

1. On August 20, 2021, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for Entry of an Order Authorizing Debtor*

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.

Aerovías de México, S.A. de C.V. To Enter into New Simulator Purchase Agreement with CAE Inc.
[ECF No. 1604] (the “**Motion**”). Objections and responsive pleadings to the Motion were due no later than August 31, 2021 at 12:00 p.m. (prevailing Eastern Time) (the “**Objection Deadline**”).

2. The Case Management Order and Local Rule 9075-2 provide that pleadings may be granted without a hearing if (a) no objections or other responsive pleadings have been filed on or before the applicable deadline and (b) the attorney for the entity that filed the pleading complies with the relevant procedural and notice requirements.

3. As of the filing of this certificate, the Objection Deadline has passed and, to the best of my knowledge, no objection or responsive pleading to the Motion has been (a) filed with the Court on the docket of the above-captioned chapter 11 cases or (b) served on the Debtors or their counsel.

4. Accordingly, the Debtors respectfully request that the Court enter the proposed order, a copy of which is attached hereto as **Exhibit A**, granting the Motion in accordance with the procedures set forth in the Case Management Order.

[Remainder of page intentionally left blank]

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: September 1, 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 DEBTOR AEROVÍAS DE MÉXICO, S.A. DE C.V. TO
ENTER INTO NEW SIMULATOR PURCHASE AGREEMENT WITH CAE INC.**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”) authorizing, but not directing, Debtor Aerovías de México, S.A. de C.V. (the “**Debtor Purchaser**”) to enter into the Simulator Purchase Documents, as set forth more fully in the Motion, the Letter of Intent attached hereto as **Exhibit 1**, 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

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

need be provided; and the Court having reviewed the Motion and considered the relief requested therein; and upon all of the 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 Debtors are authorized (but not directed), pursuant to section 363(b) of the Bankruptcy Code, to enter into, and perform their obligations under, the Simulator Purchase Documents in accordance with the terms and conditions set forth in the Letter of Intent attached hereto as **Exhibit 1**.
3. The Debtors are authorized (but not directed) to execute, deliver, provide, implement, and fully perform any and all obligations, instruments, and papers provided for or contemplated in the Simulator Purchase Documents, as provided in the terms and conditions set forth in the Letter of Intent, and to take any and all actions to implement the Letter of Intent and Simulator Purchase Documents.
4. The Debtors' obligations under the Simulator Purchase Documents shall constitute administrative expenses of the Debtors' estates pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.
5. 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 Seller, and all other persons asserting interests in the Simulator.

6. 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.

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, the Letter of Intent, and the Simulator Purchase Documents.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Letter of Intent

_____, 2021

CAE Inc.
8585 Ch. de la Côte-de-Liesse
St-Laurent, Québec
Canada H4T 1G6

LETTER OF INTENT

Subject: Purchase of one (1) CAE 7000XR B737 MAX Full-Flight Simulator

Dear Mr. Carriere,

In accordance with discussions and meetings held between CAE Inc. (“CAE”) and Aerovías de México, S.A. de C.V. (“AMX”), AMX intends to purchase from CAE, and CAE intends to sell to AMX, one (1) B737 MAX 8 Series 7000XR Full Flight Simulator together with the Associated Items and the BSP (in each case, as more particularly described on Annex 1 hereto) (collectively, the “**Equipment**”), in accordance with the terms and conditions set forth herein and to be more fully set out in a Simulator Purchase Agreement between CAE and AMX (the “**Definitive Agreement**”).

- 1) The purchase price for the Equipment, delivered D.A.P. (Per Incoterms 2020) to AMX’s training facility in Mexico City, Mexico, shall be [REDACTED] United States Dollars (\$[REDACTED] USD) (“**Purchase Price**”) and all associated payment terms shall be in accordance with paragraph 4.1 of the CAE Price and Delivery Proposal dated June 29, 2021.
- 2) AMX will receive a [REDACTED] for a block of 1,000 B737NG Full Flight Simulator dry hours in CAE’s Training Centers for the period between the signature of the Definitive Agreement and December 31, 2022 (the “ [REDACTED]”). The [REDACTED] will be reflected in the form of an amendment to the existing Training Services Agreement between AMX and CAE.
- 3) In the event the Equipment becomes out of service, CAE will provide preferential access to AMX for the affected training at CAE’s Global Training Center Network where CAE shall use best efforts to make a 737NG/MAX FFS available to AMX at a discounted market rate.
- 4) By no later than **February 6th 2022** CAE shall deliver the Equipment to AMX’s training facility in Mexico City, Mexico with a ready for training (“**RFT**”) date of **April 6th, 2022** (the “**RFT Date**”) provided the Definitive Agreement is executed no later than **September 6th, 2021**. CAE reserves the right to propose a reasonable adjustment to the RFT Date if the execution date of the Definitive Agreement is delayed beyond such date.
- 5) Within (5) business days from the date on which the Bankruptcy Court approves the Definitive Agreement, AMX shall pay CAE a refundable deposit towards the Purchase Price in the amount of \$[REDACTED] USD (\$[REDACTED] U.S. Dollars) (“**Deposit**”). Upon receipt of the Deposit, CAE will begin work related to the build of the Equipment to meet the above RFT Date.
- 6) Both parties shall use their good faith efforts to negotiate and execute the Definitive Agreement incorporating the terms set forth herein. The parties acknowledge that the execution of the Definitive Agreement is subject to review and approval of AMX’s board, DIP lenders, Unsecured

Creditors Committee, the Ad Hoc Bondholders Group and Bankruptcy Court. If the Definitive Agreement is not executed by September 6th 2021, CAE shall have no obligation to sell the Equipment to AMX and AMX shall have no obligation to purchase the Equipment from CAE, and CAE shall refund the Deposit to AMX in full within five (5) business days after AMX's request therefor.

- 7) The Definitive Agreement and all other associated documentation (the "**Transaction Documents**") will be prepared by AMX's counsel and will be based on a similar transaction entered into between the parties in 2019. The Transaction Documents will include, amongst other provisions reflecting the terms and conditions set forth in this LOI, and additional conditions precedent, representations, warranties, covenants and other operational provisions, customary events of default and provisions dealing with the consequences of an event of default typical for this kind of transaction.
- 8) This LOI sets forth certain commercial terms of the contemplated engagement and does not purport to include all of the terms which will be contained in the Definitive Agreement, all of which must be satisfactory in form and substance to the parties and their respective counsel. The parties agree not to disclose to any person the existence or any of the terms of this LOI except to their respective financial advisors, lenders, accountants, auditors, legal representatives, affiliates or as otherwise required by applicable law or in connection with obtaining the approvals referenced in paragraph 6) above.
- 9) This LOI and the Definitive Agreements contemplated hereby shall be governed by the laws of the State of New York, United States of America without regard to or application of any conflict of law principles and the parties hereby agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) as may be amended.
- 10) Each party will bear its own costs and expenses (including legal fees) associated with the negotiation and documentation of this transaction.
- 11) Except for the confidentiality and security deposit provisions, this LOI is a summary of the principal terms and conditions of a proposed transaction but is not intended to create and shall not create, any binding obligation to negotiate or consummate any transaction. Without limiting the foregoing, and notwithstanding any discussions to date or hereafter, none of the parties will be bound to proceed with any transaction unless and until the Transaction Documents are signed and delivered on terms satisfactory to each of them in its absolute discretion.
- 12) This LOI may be executed in two counterparts, each of which will be an original, but all of which will constitute but one and the same instrument. Delivery of an executed counterpart of this LOI by email will be deemed as effective as delivery of an originally executed counterpart.

Please indicate your acceptance of this LOI by signing in the space provided below.

CAE Inc.

Aerovías de México, S.A. de C.V.

(Signature/Date)

(Signature/Date)

(Name)

(Name)

(Title)

(Title)

Address:

CAE Inc.
8585 Ch. de la Côte-de-Liesse
St-Laurent, Québec
Canada H4T 1G6

(Signature/Date)

(Name)

(Title)

Address:

Paseo de la Reforma 243, Piso 27, Cuauhtemoc,
06500, Mexico City, Mexico

At'n: SVP Fleet and Business Development

Annex 1

Equipment Package

1. One (1) B737 MAX 8 Series 7000XR Full Flight Simulator. CAE shall build the Equipment in accordance with CAE Technical Specification BP3681_R16_7000XR_Boeing_737_MAX and the Equipment shall include a CAE Tropos™ 6000XR Visual System built in accordance CAE Technical Specification BP3171_R24_6000XR_Tropos_7000XR. The device shall be qualified by the Mexican AFAC to Level D.
2. All of the following Associated Items (the Scope of Delivery Document (SODD) BP5835_R0_Aeromexico_737MAX_SODD):
 - One (1) Full custom visual database and two (2) additional qualification databases from CAE Library
 - Twelve (12) additional library visual databases
 - Dismantling and packing for surface shipment
 - Shipping and insurance to AMX's Training Center in Mexico City, Mexico
 - Technical Assistance for simulator bay
 - On-site installation, test and qualification support for the FFS at AMX's Training Center in Mexico City, Mexico
 - Technical publications and documentation in the English language as described in the CAE Technical Specification.
 - Special Tools and Test Equipment
 - Uninterruptible Power Supply (20 KVA)
 - Critical Spares Package for the Equipment
 - Field Service Representative for 3 months after RFT
 - One additional year of warranty for a total of 3 years
 - Simulator and Visual Maintenance Training for up to 8 trainees at AMX's training center
 - [REDACTED] USD of goods and services credit memo
3. 737 MAX 8 Boeing Simulator Package (Boeing and supplier data and hardware, including binary format) (the "BSP") for the Equipment.