

**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 (I) AUTHORIZING DEBTOR AEROVÍAS DE MÉXICO, S.A. DE
C.V. TO ASSUME (ON AN AMENDED BASIS) THOSE CERTAIN
AIRCRAFT LEASE AGREEMENTS AND (II) APPROVING THE
CLAIMS SETTLEMENT**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), (i) authorizing, but not directing, Debtor Aerovías de México, S.A. de C.V. (the “**Debtor Lessee**”) to assume the Aircraft Leases on an amended basis, substantially in accordance with (a) the terms and conditions set forth in the form of the Amended 43706 Aircraft Lease (attached hereto as **Exhibit A**) and as otherwise set forth in the Motion and (b) the summaries of the material terms of the Amended Aircraft Leases attached hereto as **Exhibits B-G** and (ii) approving the Claims Settlement, each 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

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.

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

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 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 and in accordance with section 365 of the Bankruptcy Code, to (a) assume each Aircraft Lease on an amended basis in accordance with the terms and conditions set forth in each respective Amended Aircraft Lease and (b) pay all amounts and otherwise perform all obligations under the Amended Aircraft Leases in accordance with the terms thereof. Each Aircraft Lease, as amended, shall be deemed assumed by the Debtors upon the effectiveness of the Amended Aircraft Lease in accordance with its terms, and upon such effectiveness each such Amended Aircraft Lease shall be in full force and effect and the Debtor Lessee shall be obligated to perform all of its obligations thereunder without the

need for further notice or action by the Debtor Lessee or the applicable Lessor or a further order of the Court.

3. Subject to the Debtor Lessee's continued compliance with the terms of the Aircraft Leases and the applicable Equipment Stipulations, the cure payment required by section 365(b) of the Bankruptcy Code upon assumption of each Amended Aircraft Lease shall be \$0.00.

4. 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 Amended Aircraft Leases and to take any and all actions to implement the Amended Aircraft Leases in accordance with the terms thereof.

5. From and after the effective date of each Amended Aircraft Lease, the obligations of the Debtor Lessee under such Amended Aircraft Lease shall constitute administrative expenses of the Debtor Lessee's estate pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

6. The automatic stay under section 362 of the Bankruptcy Code is vacated and modified to the extent necessary to implement and effectuate the terms of the Amended Aircraft Leases. Upon the occurrence and during the continuance of an event of default under any Amended Aircraft Lease, the applicable Lessor may file with the Court and deliver to the Debtors and the Committee a written notice (a "**Termination Notice**") effective as of five business days after its filing and delivery (the "**Remedies Period**"). Upon the expiration of the Remedies Period, the automatic stay in the Chapter 11 Cases shall be deemed lifted and the applicable Lessor may exercise any remedies or enforcement actions provided for under the applicable Amended Aircraft Lease without

the need for further notice (other than as expressly provided in the applicable Amended Aircraft Lease) or authorization from the Court. During the Remedies Period, the Debtors or the Committee may seek an emergency hearing at which either may contest the fact that an event of default under the applicable Amended Aircraft Lease has occurred and is continuing. The Remedies Period shall automatically extend to the conclusion of such a hearing and the issuance of a ruling on the matters contested thereat.

7. The Claims Settlement is (a) integral and necessary to the SMBC Transactions, (b) supported by reasonable consideration, (c) fair and equitable and in the best interest of the Debtors' estates, and (d) permitted by the Bankruptcy Code, and thus, is hereby approved pursuant to Bankruptcy Rule 9019(a) and shall be binding on the Debtors, the Lessors, their respective affiliates, and SMBC.

8. In accordance with the Claims Settlement, the following parties shall be allowed non-priority, general unsecured claims against the Debtor Lessee in its Chapter 11 Case (or any subsequent chapter 7 case in the event of conversion), as follows (collectively, the "**Allowed Claims**"):

MSN	Claims Number(s)	Claimant	Treatment	Allowed Claim Amount
39944	378	UMB Bank N.A. (as successor to Wells Fargo Trust Company N.A.)	Allowed	\$4,982,763.09
39945	364	UMB Bank N.A. (as successor to Wells Fargo Trust Company N.A.)	Allowed	\$4,802,438.93
39958	365	UMB Bank N.A. (as successor to Wells Fargo Trust Company N.A.)	Allowed	\$5,106,517.46
39957	367	Global Aviation Equipment Leasing I	Allowed	\$6,402,189.58
43706	366	SMBC Aviation Capital Limited	Allowed	\$11,495,850.97
43707	369	SMBC Aviation Capital Limited	Allowed	\$11,631,141.81

9. In accordance with the Claim Settlement, the following claims against the Debtor Lessee in the Chapter 11 Cases shall be withdrawn (collectively, the “**Withdrawn Claims**”):

MSN	Claims Number(s)	Claimant	Treatment	Allowed Claim Amount
39944	375	SMBC Aviation Capital Limited	Withdrawn	N/A
39945	377	SMBC Aviation Capital Limited	Withdrawn	N/A
39958	376	SMBC Aviation Capital Limited	Withdrawn	N/A

10. The Allowed Claim of each Lessor shall be automatically allowed, and the Withdrawn Claim of each Lessor shall be automatically withdrawn, upon the effectiveness of the Amended Aircraft Lease with such Lessor, and no further notice or action shall be required of the Lessors, SMBC, or the Debtors to effectuate the allowance or withdrawal, as applicable, of such claims upon such occurrence. From and after the effective date of each Amended Aircraft Lease, Epiq Corporate Restructuring, LLC is authorized to update the claims register to reflect the terms of this Order, including, among other things, reflecting the allowance of the Allowed Claims and the withdrawal of the Withdrawn Claims as set forth in this Order.

11. 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 Lessors and all other persons asserting interests in the relevant aircraft.

12. 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.

13. 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: September 3, 2021
New York, New York

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