

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Timothy Graulich
Steven Z. Szanzer
Thomas S. Green

*Counsel to the Debtors
and Debtors in Possession*

**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 DEBTORS
TO REJECT THAT CERTAIN AIRCRAFT LEASE**

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 Debtors*

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.

To Reject that Certain Aircraft Lease [ECF No. 1614] (the “**Motion**”). Objections and responsive pleadings to the Motion were due no later than September 13, 2021 at 4:00 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, more than 48 hours have elapsed since the Objection Deadline 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. The Debtors, however, received from certain parties comments to the proposed order filed with the Motion, which comments have been incorporated in the revised proposed order attached hereto as **Exhibit A** (the “**Proposed Order**”). A comparison of the Proposed Order to the version originally filed with the Motion is attached hereto as **Exhibit B**.

5. 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 and Local Rule 9075-2.

[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 15, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Timothy Graulich
Steven Z. Szanzer
Thomas S. Green

*Counsel to the Debtors
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
REJECT THAT CERTAIN AIRCRAFT LEASE**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), authorizing the Debtor Lessee to reject the Rejected Lease 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 considered the relief requested therein; and upon all of the proceedings had

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

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 rejection of the Rejected Lease, as identified on **Schedule 1** hereto, is hereby approved and effective as of October 15, 2021 (the "**Rejection Date**"), pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.
3. If the Rejected Lessor or any other Counterparty or Counterparties (as defined in the Stipulation) elect not to rely on previously filed proof(s) of claim, any Rejected Lessor or other Counterparty may file a rejection claim under section 502 of the Bankruptcy Code or other general unsecured claims in connection with the Rejected Lease by no later than 30 days after the Rejection Date; *provided, however*, that this provision shall not alter or affect any claims arising under the terms of the Stipulation (other than rejection damages claims) or for a claim otherwise entitled to administrative priority under the Bankruptcy Code. Unless otherwise explicitly provided for herein or in the Stipulation, any person or entity that fails to timely file such proof of claim for rejection damages (whether filed previously or pursuant to a proof of claim filed within the period provided above) (a) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in the Chapter 11 Cases, (b) shall not, with respect to such claim, be treated as a creditor of the Debtors for

the purpose of voting on any plan in the Chapter 11 Cases, and (c) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in the Chapter 11 Cases.

4. Nothing in this Order nor any action by the Debtors pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtors as to the categorization, priority, or validity of any claim against the Debtors on any grounds, (b) a grant of third party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtors' rights to dispute any claim on any grounds, (d) a promise by the Debtors to pay any claim, or (e) an implication or admission by the Debtors that such claim is payable pursuant to this Order.

5. To the extent necessary, the automatic stay provided by section 362 of the Bankruptcy Code is hereby modified as to the Debtors to allow the parties to effectuate the provisions of this Order and to transfer, move, and dispose of the aircraft subject to the Rejected Lease.

6. The Debtors and the Rejected Lessor shall comply with the return requirements for the Rejected Aircraft provided for under the Stipulation.

7. Notwithstanding anything contained herein, the Debtors and the Rejected Lessor shall comply with Paragraphs 3(d) and 4 of the Stipulation in connection with the payments related to the rejection of the Rejection Aircraft, the redelivery process of the Rejected Aircraft, and any costs related thereto.

8. 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 Rejected Lessor and all other persons asserting interests in the Rejected Aircraft or Rejected Lease.

9. 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.

10. 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

Rejected Lease for Rejected Aircraft¹

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)	Location of Rejected Aircraft
Pinata Leasing Co., Ltd.	<p>LESSOR Pinata Leasing Co., Ltd. c/o Sumitomo Mitsui Finance and Leasing Company, Limited 1-3-2 Marunouchi Chiyoda-ku, Tokyo 100-8287 Japan Facsimile: + 81 3 5219 6576 Attention: General Manager of Investment Business Dept.</p> <p>FACILITY AGENT(ACTING ON BEHALF OF ITSELF AND THE LENDERS) Sumitomo Mitsui Banking Corporation, New York Branch 277 Park Avenue New York, NY 10172 United States of America Attention: Shawn Powers Fax: +1 212 918 1633</p> <p><i>With a copy to:</i> Sumitomo Mitsui Banking Corporation, New York Branch 277 Park Avenue New York, NY 10172 United States of America Attention: Agency Services Fax: +1 212 918 1633</p>	Boeing model B787-9 43860	XA-ADC	General Electric Company GEnx-1B74/75 956828 and 956829	TBD

¹ The inclusion of the Rejected Lease on this schedule does not constitute an admission as to the existence, validity, or priority of any claims held by the counterparty or counterparties to the Rejected Contract.

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)	Location of Rejected Aircraft
	<p>SECURITY AGENT Sumitomo Mitsui Banking Corporation, New York Branch 277 Park Avenue New York, NY 10172 United States of America Attention: Shawn Powers Fax: +1 212 918 1633</p> <p><i>With a copy to:</i> Sumitomo Mitsui Banking Corporation, New York Branch 277 Park Avenue New York, NY 10172 United States of America Attention: Agency Services Fax: +1 212 918 1633</p>				

Exhibit B

Blackline

**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
REJECT THAT CERTAIN AIRCRAFT LEASE**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), authorizing the Debtor Lessee to reject the Rejected Lease 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~~considered the relief requested ~~in 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.

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

~~Motion on September 20, 2021 (the "Hearing"))~~ therein; and upon ~~the record of the Hearing, 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 Debtor Lessee's rejection of the Rejected Lease, as identified on **Schedule 1** hereto, is hereby approved and effective as of October 15, 2021 (the "**Rejection Date**"), pursuant to section 365 ~~and 105~~ of the Bankruptcy Code and Bankruptcy Rule 6006.

~~3. On the Rejection Date, the terms of the Rejected Lease shall not be enforceable against the Debtors; provided, however, that the terms of this paragraph shall not prevent a counterparty from prosecuting any right or claim against any non-Debtor third party related to the Rejected Lease.~~

3. ~~4. The~~ If the Rejected Lessor ~~may file a or any other Counterparty or Counterparties (as defined in the Stipulation) elect not to rely on previously filed proof(s) of claim, any Rejected Lessor or other Counterparty may file a rejection~~ claim under section 502 of the Bankruptcy Code or other general unsecured claims in connection with the Rejected Lease by no later than 30 days after the Rejection Date: ~~Any; provided, however, that this provision shall not alter or affect any claims arising~~

under the terms of the Stipulation (other than rejection damages claims) or for a claim otherwise entitled to administrative priority under the Bankruptcy Code. Unless otherwise explicitly provided for herein or in the Stipulation, any person or entity that fails to timely file such proof of claim for rejection damages (whether filed previously or pursuant to a proof of claim filed within the period provided above). (a) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in the Chapter 11 Cases, (b) shall not, with respect to such claim, be treated as a creditor of the Debtors for the purpose of voting on any plan in the Chapter 11 Cases, and (c) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in the Chapter 11 Cases.

4. ~~5.~~ Nothing in this Order nor any action by the Debtors pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtors as to the categorization, priority, or validity of any claim against the Debtors on any grounds, (b) a grant of third party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtors' rights to dispute any claim on any grounds, (d) a promise by the Debtors to pay any claim, or (e) an implication or admission by the Debtors that such claim is payable pursuant to this Order.

5. ~~6.~~ To the extent necessary, the automatic stay provided by section 362 of the Bankruptcy Code is hereby modified as to the Debtors to allow the parties to

effectuate the provisions of this Order and to transfer, move, and dispose of the aircraft subject to the Rejected Lease.

6. ~~7.~~ The Debtors ~~shall make the Rejected Aircraft available for retrieval by the Rejected Lessor as of the Rejection Date. The Rejected Lessor must remove its Rejected Aircraft from the location designated in **Schedule 1** hereto. If the Rejected Lessor does not retrieve the Rejected Aircraft within five days of the Rejection Date, and~~ the Rejected Lessor shall ~~be responsible for the costs of storing the Rejected Aircraft and other attendant costs as determined by the Debtors, including the costs of insuring and maintaining~~ comply with the return requirements for the Rejected Aircraft provided for under the Stipulation.

7. ~~8.~~ Notwithstanding anything contained herein, the Debtors and the Rejected Lessor shall comply with Paragraphs 3(d) and 4 of the Stipulation in connection with the payments related to the rejection of the Rejection Aircraft, the redelivery process of the Rejected Aircraft, and any costs related thereto.

8. ~~9.~~ 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 Rejected Lessor and all other persons asserting interests in the Rejected Aircraft or Rejected Lease.

9. ~~10.~~ 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.

10. ~~11.~~ 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

Rejected Lease for Rejected Aircraft¹

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Pinata Leasing Co., Ltd.	<p>LESSOR Pinata Leasing Co., Ltd. c/o Sumitomo Mitsui Finance and Leasing Company, Limited 1-3-2 Marunouchi Chiyoda-ku, Tokyo 100-8287 Japan Facsimile: + 81 3 5219 6576 Attention: General Manager of Investment Business Dept.</p> <p>FACILITY AGENT(ACTING ON BEHALF OF ITSELF AND THE LENDERS) Sumitomo Mitsui Banking Corporation, New York Branch 277 Park Avenue New York, NY 10172 United States of America Attention: Shawn Powers Fax: +1 212 918 1633</p> <p><i>With a copy to:</i> Sumitomo Mitsui Banking Corporation, New York Branch 277 Park Avenue</p>	Boeing model B787-9 43860	XA-ADC	General Electric Company GENx-1B74/75 956828 and 956829	TBD

¹ The inclusion of the Rejected Lease on this schedule does not constitute an admission as to the existence, validity, or priority of any claims held by the counterparty or counterparties to the Rejected Contract.

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)	Location of Rejected Aircraft
	<p>New York, NY 10172 United States of America Attention: Agency Services Fax: +1 212 918 1633</p> <p>SECURITY AGENT Sumitomo Mitsui Banking Corporation, New York Branch 277 Park Avenue New York, NY 10172 United States of America Attention: Shawn Powers Fax: +1 212 918 1633</p> <p><i>With a copy to:</i> Sumitomo Mitsui Banking Corporation, New York Branch 277 Park Avenue New York, NY 10172 United States of America Attention: Agency Services Fax: +1 212 918 1633</p>				