

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)

**NOTICE OF REVISED ORDER AND CERTIFICATION OF NO OBJECTION
REGARDING THE DEBTORS' MOTION FOR ENTRY OF AN ORDER
AUTHORIZING THE DEBTORS TO ASSUME AIRCRAFT LEASES**

Pursuant to 28 U.S.C. § 1746 and 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 (the “**Court**”) 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 September 21, 2020, the Court entered the *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment* [ECF No. 417] (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.

“**Stipulation**”). The Stipulation pertains to certain lease agreements (the “**JA Mitsui Aircraft Lease**”) and certain aircraft equipment, each as set forth in Exhibit A to the Stipulation (the “**JA Mitsui Aircraft Equipment**”), including, without limitation the aircraft bearing manufacturer’s serial number 44426.

2. 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 the Debtors to Assume Certain Aircraft Leases* (the “**Motion**”) [ECF No. 1677].² Pursuant to the Motion, the Debtors sought entry of an order approving the assumption of, among other leases, the JA Mitsui Aircraft Lease (the “**Order**”).³ Objections and responsive pleadings to the Motion were due no later than September 17, 2021 at 12:00 p.m. (prevailing Eastern Time).

3. 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.

4. 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 Chapter 11 Cases or (b) served on the Debtors or their counsel.

5. However, on September 14, 2021, *14 days after the Debtors filed the Motion*, Natixis, New York Branch (“**Natixis**”), claiming to act on behalf of itself and all of the

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Stipulation, as applicable.

³ As set forth in the *Agenda for September 20, 2021 Hearing* [ECF No. 1738], the Motion respecting the aircraft bearing manufacturer’s serial numbers 43859 and 43861 has been adjourned indefinitely.

Counterparties, delivered to the Debtors a notice seeking (a) to terminate the Stipulation Period effective as of November 13, 2021, *i.e.*, 60 days after the date of the Notice pursuant to paragraph 3(e) of the Stipulation and (b) the return of the JA Mitsui Aircraft Equipment (the “**Repossession Notice**”). A copy of the Repossession Notice is attached hereto as **Exhibit A**.

6. The Debtors respectfully submit that the Repossession Notice has no effect:

a. Paragraph 3(e) of the Stipulation provides that “the Counterparties may notify the Debtors of the Counterparties’ desire to terminate the Stipulation Period as to the [JA Mitsui Aircraft] Equipment at any time upon 60 days’ prior written notice to the Debtors, whereupon the Debtors shall return the [JA Mitsui Aircraft] Equipment in accordance with procedures set forth in paragraph 4 hereof.” (Stipulation ¶ 3(e)). As a result, Natixis is seeking the return of the JA Mitsui Aircraft Equipment by November 13, 2021.

b. The Stipulation, however, specifies that the Stipulation Period is effective “from July 1, 2020 through the earliest to occur of . . . (ii) with respect to any Agreement subject to assumption under section 365 of the Bankruptcy Code, the date of the entry of an order of the Court approving the assumption of such Agreement” (Stipulation ¶ 1(ii)). As such, the Stipulation and Stipulation Period will terminate upon the Court’s entry of the Order. Therefore, if the Court enters the Order prior to the expiry of the 60-day notice period set forth in the Repossession Notice, (i) it would render the Repossession Notice null and void and have no force or effect and (ii) the Counterparties’ repossession rights under the Stipulation would no longer exist, even if Natixis delivered the Repossession Notice prior to Debtors filing the Motion.

c. Moreover, in the Repossession Notice, Natixis mischaracterizes its termination rights under the Stipulation. Paragraph 3(e) of the Stipulation does not grant a right to the Counterparties to terminate the Stipulation Period; rather, the Counterparties may simply notify the Debtors of their desire to terminate the Stipulation Period and start a 60-day period by when the Debtors must return the JA Mitsui Aircraft Equipment. (*See* Stipulation ¶ 3(e)). The termination of the Stipulation Period would only occur “on the date the [JA Mitsui] Equipment is made available for return to the Counterparties as contemplated pursuant to decretal paragraph 4(a)(x) hereof,” (Stipulation ¶ 1(ii)), not upon the delivery of a Repossession Notice nor at the end of the 60-day period. In fact, paragraph 4 of the Stipulation explicitly excludes termination on account of the assumption of the JA Mitsui Aircraft Lease. (*See* Stipulation ¶ 4). As a result, the Debtors’ failure to redeliver the JA Mitsui Aircraft would, at most, constitute a breach of the Stipulation – it would not terminate or have any other impact on the Stipulation Period.

d. Finally, the Repossession Notice itself appears to have been sent in violation of paragraph 3(e) of the Stipulation, which explicitly requires that *all of the Counterparties* approve the delivery the Repossession Notice. In the Repossession Notice, Natixis claimed that it delivered the notice to the Debtors “on behalf of itself and all of the Counterparties.” However, it appears that Natixis did not have the requisite approval from all of the Counterparties to deliver the Repossession Notice. Indeed, on September 19, 2021, NTT TC Leasing Co., Ltd. (“**NTT**”), as a (i) lender under that certain loan facility agreement, dated November, 27 2017 (as amended, modified, varied or supplemented from time to time), among Caracara Ltd., Lobelia

Leasing, Inc., NTT, and the Security Agent and (ii) a Counterparty to the Stipulation, delivered to Natixis a notice (a copy of which is attached hereto as **Exhibit B**) stating that (1) NTT did not consent to the issuance of the Repossession Notice to the Debtors, (2) the statement in the Repossession Notice that Natixis is giving notice on behalf of all the Counterparties is factually incorrect, and (3) the Repossession Notice was not validly issued.

7. In light of the foregoing, the Debtors have revised the Order to explicitly (a) terminate the Stipulation Period and the Stipulation and (b) provide that (i) the Stipulation shall no longer be effective, (ii) the Counterparties' repossession rights thereunder (*e.g.*, paragraph 3(e) of the Stipulation) in connection with the JA Mitsui Aircraft Equipment shall no longer exist, and (iii) the Repossession Notice delivered to the Debtors shall be rendered null and void and have no force or effect. A copy of the revised Order is attached hereto as **Exhibit C** and a redline comparing the revised Order to the version originally filed with the Motion is attached hereto as **Exhibit D**.

8. Accordingly, the Debtors respectfully request that the Court enter the revised Order, a copy of which is attached hereto as **Exhibit C**, granting the relief requested in 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]

Dated: September 19, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Tim 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

Repossession Notice

NATIXIS, NEW YORK BRANCH

1251 Avenue of the Americas, 5th Floor

New York, NY 10020 USA

Attention: Urs Fischer, Hana Beckles, Yazmin Vasconez, Connie Moy

Email Address: AdminAgency@natixis.com

September 14, 2021

VIA E-MAIL

Davis Polk & Wardwell LLP

450 Lexington Avenue

New York, New York 10017

Telephone: (212) 450-4000

Facsimile: (212) 701-5800

Attn: Timothy Graulich, Esq.

e-mail: timothy.graulich@davispolk.com

Joshua Y. Sturm, Esq.

e-mail: joshua.sturm@davispolk.com

White & Case LLP

Southeast Financial Center

200 South Biscayne Boulevard, Suite 4900

Miami, FL 33131-2352

New York, NY 10006

Attn: Anna Andreeva, Esq.

e-mail: aandreeva@whitecase.com

Re: *In re Grupo Aeroméxico, S.A.B. de C.V., et al.* (collectively, the “Debtors”), Case No. 20-11563 (SCC) (Bankr. S.D.N.Y.) (Jointly Administered) (the “*Bankruptcy Cases*”) – Written Notice of Termination of Interim PBH Stipulation (as defined herein) with respect to One (1) Boeing model 787-9 airframe bearing manufacturer’s serial number 44426 and Mexican registration mark XA-ADG (the “*Aircraft*”), and together with two (2) General Electric model GEnx-1B74/75 engines bearing manufacturer’s serial numbers ESN 958021 (the “*ESN 958021 Engine*”) and 958024 (the “*ESN 958024 Engine*”) and the Agreements Specified in Exhibit A-1 of the Interim PBH Stipulation.

To Counsel for the Aeromexico Debtors:

Reference is hereby made to (a) that certain *Aircraft Lease Agreement*, dated November 27, 2017 (as amended, modified, supplemented, assigned and in effect, the “*Lease*”), among Caracara Ltd. and Lobelia Leasing, Inc., as lessors (in such capacity, the “*Lessors*”), Caracara Ltd., as representative lessor (in such capacity, the “*Representative Lessor*”) and Aerovías de México, S.A. de C.V., as lessee (the “*Lessee*”); (b) that certain *Stipulation and Order between Certain Debtors and Counterparties Concerning Certain Equipment*, approved by the United States Bankruptcy Court for the Southern District of New York in the Bankruptcy Cases on September 21, 2020 [Docket No. 417] (the “*Interim PBH Stipulation*”); (c) that certain Loan Facility Agreement, dated November 27, 2017 (as amended, modified, supplemented, assigned and in effect, the “*Loan Agreement*”), among the Lessors, as borrowers, Representative Lessor, Natixis, New York Branch, as the original facility agent (in such capacity, as such capacity may be succeeded to by a different entity in accordance with the terms of the Loan Agreement and other operative documents, the “*Facility Agent*”), Natixis, New York Branch, as the original security agent (in such capacity, as such capacity may be succeeded to by a different entity in accordance with the terms of the Loan Agreement and other operative documents, the “*Security Agent*”), Natixis, as swap counterparty (in such capacity, as such capacity may be succeeded to by different entity or entities in accordance with the terms of the Loan Agreement and other operative documents, the “*Swap Counterparty*”), and each of Development Bank of Japan, KFW IPEX-Bank GmbH, NTT TC Leasing Co., Ltd. and The Chugoku Bank, Ltd., as lenders (in such capacity, as such capacity may be succeeded to by different entity or entities in accordance with the terms of the Loan Agreement and other operative documents, the “*Lenders*”, and

Counsel for the Aeromexico Debtors

Termination Notice regarding Interim PBH Stipulation (MSN 44426)

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along with the Facility Agent, the Security Agent and the Swap Counterparty, the “*Financing Parties*”) and (d) that certain Security Assignment, dated December 12, 2017 (as amended, modified, supplemented, assigned and in effect, the “*Security Assignment*”), between the Lessors, the Representative Lessor and the Security Agent, which Security Assignment was expressly acknowledged by Aerovías de México, S.A. de C.V., as the Lessee, under that certain Acknowledgment of Notice of Assignment of Lease, as concurrently executed by the Lessee, under which the Lessee for the benefit of the Security Agent and the Financing Parties agreed to recognize and abide by the terms of the Security Assignment. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Interim PBH Stipulation or, if not defined therein, under the Lease.

The Interim PBH Stipulation was entered into among the Lessee, Grupo Aeroméxico, S.A.B. de C.V., the Lessors, the Representative Lessor, the Swap Counterparty, and the Facility Agent and Security Agent, on behalf of all of the Financing Parties, regarding the Aircraft, the Lease and the related Agreements as identified in Exhibit A of the Interim PBH Stipulation. The Agreements and Equipment subject to the Interim Stipulation include (a) the Equipment, comprised of the Aircraft and the other leased equipment related thereto and (b) the Lease and the other Agreements relating to the Aircraft as listed or as otherwise described in Exhibit A of the Interim PBH Stipulation.

Pursuant to Clauses 3.1 (*Assignment*), 3.5 (*Co-Extensive Rights*) and 7.1 (*Powers of Security Trustee*) of the Security Assignment, the Security Agent, acting on the instructions of the Majority Preferred Creditors) may, *inter alia*, exercise and enforce any and all rights of the Lessors in the Assigned Property (as defined in the Security Assignment), including Lessors’ rights and remedies under the Interim PBH Stipulation. The undersigned, the current Security Agent acting on behalf of all of the Majority Preferred Creditors and on behalf of the Lessor as assignee of rights under the Security Assignment, constitutes the controlling Counterparty and is acting on behalf of all of the Counterparties under the Interim PBH Stipulation (as defined therein, the “*Counterparties*”).

Pursuant to Paragraph 3(e) of the Interim PBH Stipulation, Lessor may “terminate the Stipulation Period under the Interim PBH Stipulation with respect to any Agreement and the Equipment related thereto at any time upon 60 days’ prior written notice to the Debtors, whereupon the Debtors shall return the Equipment in accordance with procedures set forth in decretal paragraph 4 hereof.” *See* Interim PBH Stipulation, ¶ 3(e).

Pursuant to decretal paragraph 3(e), notice (this “*Termination Notice*”) is hereby given by the undersigned controlling Counterparty, on behalf of itself and all of the Counterparties, to the Debtors that the Counterparties have elected to terminate, and hereby terminate, the Stipulation Period (as defined in the Interim PBH Stipulation, the “*Stipulation Period*”) under the Interim PBH Stipulation with respect to the Equipment, the Lease and the Agreements, with the effective date of such termination being 60 days’ from your receipt by e-mail of this Termination Notice. This Termination Notice covers the Aircraft, all of the other Equipment and all of the Agreements covered by the Interim PBH Stipulation. Accordingly, pursuant to the terms of the Interim PBH Stipulation, the Debtors must return the Equipment to the Security Agent promptly upon the end of the Stipulation Period, with the Counterparties bearing the costs for such return as provided for under the terms of the Interim PBH Stipulation. *See* Interim PBH Stipulation, ¶ 4.

Counsel for the Aeromexico Debtors

Termination Notice regarding Interim PBH Stipulation (MSN 44426)

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Further, to facilitate the return of the Equipment by the Debtors in accordance with decretal paragraph 4 of the Stipulation, the Counterparties hereby requests that the Aircraft and related Equipment be delivered to the following location:

*ComAv Technical Services, 18438 Readiness Street, Victorville, CA 92394
Tel.: +1-760-530-2400; Fax: +1-760-246-1186*

Furthermore, please contact the following representative of the Counterparties, who is coordinating the return of the Aircraft and other Equipment and the associated Technical Records (as defined in the Interim PBH Stipulation), including obtaining access to the electronically accessible records:

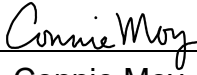
*Deucalion Aviation Limited
Tower 42, Level 32
25 Old Broad Street
London EC2N 1HQ
United Kingdom
Attention: Mr Francis Niland
e-mail: francis.niland@deucalion.com*

In accordance with the terms and procedures set forth in the Interim PBH Stipulation, the Counterparties confirm that they will bear the costs for such return of the Equipment and related Technical Records and related matters, all in accordance with the terms of the Interim PBH Stipulation.

Thank you in advance for your assistance with respect to these matters. Please feel free to contact us or our representative listed above if you have any questions regarding these matters and the return of the Equipment and the Technical Records as provided herein and in the Interim PBH Stipulation.

Very truly yours,

NATIXIS, NEW YORK BRANCH, as the
current Security Agent, acting for the Majority
Preferred Creditors and, pursuant to the Security
Assignment, on behalf of all Counterparties

By: 
Name: Connie Moy
Title: Vice President

By: 
Name: Urs Fischer
Title: Executive Director

Exhibit B

Notice of Objection

NOTICE OF OBJECTION

From: NTT TC Leasing Co., Ltd., as Lender ("**NTT**")

To: Natixis, New York Branch, as Security Agent (the "**Security Agent**")

Copy to: Aerovías de México, S.A. de C.V. (the "**Lessee**")

Grupo Aeromexico, S.A.B. de C.V.

19 September 2021

One (1) Boeing 787-9 aircraft with manufacturer's serial number 44426 (the "Aircraft")

1. We refer to the following documents in respect of the Aircraft:
 - 1.1 the loan facility agreement dated 27 November 2017 (as amended, modified, varied or supplemented from time to time, the "**Loan Agreement**") between, amongst others, Caracara Ltd., Lobelia Leasing, Inc., NTT and the Security Agent;
 - 1.2 the aircraft lease agreement dated 27 November 2017 (as amended, modified, varied or supplemented from time to time, the "**Lease Agreement**") between Caracara Ltd., Lobelia Leasing, Inc. and the Lessee;
 - 1.3 the stipulation and order between certain debtors and counterparties concerning certain equipment dated 18 September 2020 and approved by the court on 21 September 2020, signed by, among others, the Lessee, Caracara Ltd., Lobelia Leasing, Inc. and the Security Agent (the "**Stipulation**"); and
 - 1.4 the termination notice dated 14 September 2021 from the Security Agent to the Lessee, Davis Polk & Wardwell LLP and White & Case LLP, both as the Lessee's counsel, in respect of termination of Stipulation Period pursuant to Paragraph 3(e) of the Stipulation (the "**Termination Notice**").
2. Unless defined herein or the context otherwise requires, words and expressions defined in the Stipulation have the same meaning when used in this notice.
3. Paragraph 3(e) of the Stipulation provides that the Counterparties may notify the Debtors of the Counterparties' desire to terminate the Stipulation Period as to the Equipment at any time upon 60 days' prior written notice to the Debtors. Accordingly, a termination notice shall be issued by all of the Counterparties listed in Exhibit A of the Stipulation, in order for such termination notice to be validly issued under paragraph 3(e) of the Stipulation.
4. NTT hereby notifies the Security Agent that:
 - 4.1 NTT as a Counterparty to the Stipulation has not consented to issuance of the Termination Notice;
 - 4.2 the statement in the Termination Notice that Security Agent is giving the Termination Notice on behalf of all the Counterparties is factually incorrect; and
 - 4.3 the Termination Notice has not been validly issued.
5. NTT hereby expressly reserves all of its rights under the Operative Documents (as defined in the Loan Agreement), the Stipulation and documents entered into in connection with the Stipulation and at law. No failure to exercise, nor any delay in exercising, on the part of NTT, any such rights or remedies shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. Such rights and remedies are cumulative and not exclusive of any rights or remedies provided by law.
6. This notice and any claim, controversy or dispute relating to or arising out of it shall be governed by, and construed in accordance with, the laws of the State of New York.

Yours faithfully,

東京都港区港南1丁目2番70号
NTT・TCリース株式会社
代表取締役 成瀬 明弘



For an on behalf of

NTT TC LEASING CO., LTD.

President

Akihiro Naruse

Exhibit C

Revised 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 THE DEBTORS TO
ASSUME THAT CERTAIN JA MITSUI AIRCRAFT LEASE**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), authorizing the Debtor Lessee to assume certain Aircraft Leases³ 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,

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, the Notice of Revised Order, or the Stipulation (each as defined herein), as applicable.

³ As set forth in the *Agenda for September 20, 2021 Hearing* [ECF No. 1738], the Motion respecting the aircraft bearing manufacturer’s serial numbers 43859 and 43861 has been adjourned indefinitely.

and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the *Notice of Revised Order and Certificate of No Objection Regarding the Debtors' Motion for Entry of Order Authorizing the Debtors To Assume that Certain JA Mitsui Aircraft Lease*, dated September 19, 2021 (the “**Notice of Revised Order**”), and the *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment* [ECF No. 417] (the “**Stipulation**”); and the Court having 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 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 JA Mitsui Aircraft Lease 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. Upon entry of this Order, pursuant to paragraph 1(ii) of the Stipulation, the Stipulation Period and the Stipulation shall be terminated. As a result, (a) the Stipulation shall terminate and no longer be effective, (b) the Counterparties’ repossession rights thereunder (*e.g.*, paragraph 3(e) of the Stipulation) in connection with the JA Mitsui Aircraft Equipment shall also terminate, and (c) the Repossession Notice delivered by

certain of the Counterparties to the Debtors shall be rendered null and void and have no force or effect.

4. The Counterparties shall be prohibited from taking any actions under the Stipulation or otherwise with respect to the JA Mitsui Aircraft Equipment or the JA Mitsui Aircraft Lease in violation of section 365(e)(1) of the Bankruptcy Code, and any effort to repossess any of the JA Mitsui Aircraft Equipment (wherever located) in violation of this Order shall constitute a violation of section 362 of the Bankruptcy Code.

5. The Debtor Lessee shall pay all cure costs associated with the JA Mitsui Aircraft Lease (the “**Cure Costs**”) as soon as reasonably practicable following the mutual agreement between the Debtor Lessee and the applicable Counterparties of the amount of the Cure Costs and/or the Court’s adjudication of the Cure Costs, thereby satisfying its obligation to cure any defaults under the JA Mitsui Aircraft Lease under section 365(b)(1)(A) of the Bankruptcy Code. Within ten business days of the entry of this Order, each Counterparty shall deliver to the Debtors (a) the asserted amount of its Cure Costs and (b) all details and evidence in support thereof.

6. 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 JA Mitsui Aircraft Equipment or the JA Mitsui Aircraft Lease.

7. 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.

8. 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 and the JA Mitsui Aircraft Lease.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

JA Mitsui Aircraft Lease

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)
Caracara Ltd. and Lobelia Leasing, Inc. as Lessor Caracara Ltd. as Representat ive Lessor	<p>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</p> <p>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</p> <p>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</p> <p>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</p>	Boeing model 787-9 44426	XA-ADG	General Electric Company GENX-1B74/75 958021 and 958024

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)
	<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>			

Exhibit D

Redline of Revised Order Against Original 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 THE DEBTORS TO
ASSUME THAT CERTAIN JA MITSUI AIRCRAFT LEASESLEASE**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), authorizing the Debtor Lessee to assume ~~the~~certain Aircraft Leases³ 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

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, the Notice of Revised Order, or the Stipulation (each as defined herein), as applicable.

³ As set forth in the Agenda for September 20, 2021 Hearing [ECF No. 1738], the Motion respecting the aircraft bearing manufacturer’s serial numbers 43859 and 43861 has been adjourned indefinitely.

circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion ~~and~~, the Notice of Revised Order and Certificate of No Objection Regarding the Debtors' Motion for Entry of Order Authorizing the Debtors To Assume that Certain JA Mitsui Aircraft Lease, dated September 19, 2021 (the "Notice of Revised Order"), and the Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment [ECF No. 417] (the "Stipulation"); and the Court having 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 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 JA Mitsui Aircraft ~~Leases, as identified on Schedule 1 hereto,~~Lease 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. Upon entry of this Order, pursuant to paragraph 1(ii) of the Stipulation, the Stipulation Period and the Stipulation shall be terminated. As a result, (a) the Stipulation shall terminate and no longer be effective, (b) the Counterparties' repossession rights thereunder (e.g., paragraph 3(e) of the Stipulation) in connection with the JA Mitsui

Aircraft Equipment shall also terminate, and (c) the Repossession Notice delivered by certain of the Counterparties to the Debtors shall be rendered null and void and have no force or effect.

4. The Counterparties shall be prohibited from taking any actions under the Stipulation or otherwise with respect to the JA Mitsui Aircraft Equipment or the JA Mitsui Aircraft Lease in violation of section 365(e)(1) of the Bankruptcy Code, and any effort to repossess any of the JA Mitsui Aircraft Equipment (wherever located) in violation of this Order shall constitute a violation of section 362 of the Bankruptcy Code.

5. ~~3.~~ The Debtor Lessee shall pay; all cure costs associated with the JA Mitsui Aircraft Lease (the “Cure Costs”) as soon as reasonably practicable, ~~all cure costs set forth on Schedule 1 hereto~~ following the mutual agreement between the Debtor Lessee and the applicable Counterparties of the amount of the Cure Costs and/or the Court’s adjudication of the Cure Costs, thereby satisfying its obligation to cure any defaults under the JA Mitsui Aircraft LeasesLease under section 365(b)(1)(A) of the Bankruptcy Code. Within ten business days of the entry of this Order, each Counterparty shall deliver to the Debtors (a) the asserted amount of its Cure Costs and (b) all details and evidence in support thereof.

6. ~~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 JA Mitsui Aircraft Equipment or the JA Mitsui Aircraft LeasesLease.

7. ~~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.

8. ~~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 and the JA Mitsui Aircraft Lease.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

JA Mitsui Aircraft Leases

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registratio n 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 Beekles 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-1B74/7 5 956790 956792	[REDACTED]

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registratio n No.	Original Engine Mfr., Model, Serial Nos. ESN)	Eure-Cost
	<p>Reference: NBB Loreto Lease Co., Ltd. — MSN 43859 adminagency@us.natixis.com e/o Natixis, New York Branch 1251 Avenue of the Americas New York, NY 10020 Fax: +1 646 282 2392 Attention: Urs Fischer/Hana Beekles 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	Registratio n 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, represente d 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 Facsimile: +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 Facsimile: +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</p>	<p>Boeng model 787-9 43861</p>	<p>XA-ADD</p>	<p>General Electric Company GEnx-1B74/7 5/P2G01 956842 and 956845</p>	<p>[REDACTED]</p>

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registratio n No.	Original Engine Mfr., Model, Serial Nos. ESN)	Cure Cost
	Commerzbank Aktiengesellschaft, Tokyo Branch 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 Representa tive 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	Boeing model 787-9 44426	XA-ADG	General Electric Company GENX-1B74/7 5 958021 and 958024	[REDACTED]

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registratio n No.	Original Engine Mfr., Model, Serial Nos. ESN)	Cure Cost
	<p>spc_ops@ntt-finance.com</p> <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>				

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Delete	18
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Move To	0
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Table moves from	0
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