

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

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In re : **Chapter 11**
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GRUPO AEROMÉXICO, S.A.B. de C.V., et al., : **Case No. 20-11563 (SCC)**
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Debtors. : **Jointly Administered**
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**NOTICE OF FOURTEENTH MONTHLY STATEMENT OF SKYWORKS CAPITAL,
LLC FOR COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT
OF EXPENSES INCURRED AS AIRCRAFT FLEET RESTRUCTURING
FINANCIAL ADVISOR FOR THE DEBTORS AND DEBTORS IN POSSESSION
FOR THE PERIOD FROM AUGUST 1, 2021 THROUGH AUGUST 31, 2021**

Name of Applicant:	SkyWorks Capital, LLC
Authorized to Provide Professional Services to:	Debtors and Debtors-In-Possession
Date of Retention:	September 23, 2020 (<i>nunc pro tunc</i> to June 30, 2020)
Period for which Compensation and Reimbursement is sought:	August 1, 2021 through August 31, 2021
Amount of Compensation sought as actual, reasonable, and necessary:	\$268,157.50
Amount of Expense Reimbursement sought as actual, reasonable, and necessary:	\$6,453.00
Blended Hourly Rate:	\$366.49 ¹

In accordance with the *Order Pursuant to 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Retained*

¹ This blended hourly rate is calculated based only upon hours worked during the compensation period covered by this Application (the “**Compensation Period**”), however the total fees requested in this Application (which includes certain transaction based fees which accrued and became owing during the Compensation Period pursuant to terms of SkyWorks’ engagement in these cases, as described further below) resulted from services performed since the commencement of these cases.

Professionals dated September 8, 2020 (the “**Interim Compensation Order**”) [Docket No. 360],² SkyWorks Capital, LLC (“**SkyWorks**”), aircraft fleet restructuring financial advisors to the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”), hereby submits this fourteenth monthly statement (the “**Fourteenth Monthly Statement**”), seeking compensation for services rendered and reimbursement of expenses incurred as aircraft fleet restructuring financial advisors to the Debtors, for the period from August 1, 2021 through August 31, 2021 (the “**Compensation Period**”). By this Fourteenth Monthly Statement, SkyWorks seeks payment in the amount of \$220,979.00, which is (i) eighty percent eighty percent (80%) of the total amount of compensation sought for actual and necessary services rendered during the Compensation Period, plus (ii) reimbursement of one hundred percent (100%) of actual and necessary expenses incurred in connection with such services.

The fees requested in this Application include a monthly Advisory Fee of \$200,000.00 owing pursuant to Section 2(i) of SkyWorks’ Engagement Letter with the Debtors. This Application also includes \$20,000 in maintenance contract related fees pursuant to Section 2(viii) of SkyWork’s Engagement Letter. Additionally, SkyWorks has also included in this Application \$48,157.50 in hourly Claims Advisory Fees for claims advisory services provided during the Compensation Period pursuant to the Retention Order. Thus, the aggregate fees requested in this Application total \$268,157.50.

SERVICES RENDERED AND EXPENSES INCURRED

1. Attached hereto as **Exhibit A** is a listing of SkyWorks professionals (collectively, the “**SkyWorks Professionals**”), along with the aggregate hours for each SkyWorks Professional who rendered services to the Debtors in connection with these chapter 11 cases during the

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Interim Compensation Order or the Skyworks’ Engagement Letter, as applicable.

Compensation Period.

2. Attached hereto as **Exhibit B** is a summary of the number of hours and, where applicable, the related amounts billed by SkyWorks during the Compensation Period, organized by project categories.

3. Attached hereto as **Exhibit C** are the time records of SkyWorks, which provide a daily summary of the time spent by each SkyWorks Professional during the Compensation Period, arranged by project category.

4. Attached hereto as **Exhibit D** is a schedule specifying the categories of actual and necessary expenses for which SkyWorks is seeking reimbursement and the total amount for each such expense category.

NOTICE AND OBJECTION PROCEDURES

5. Notice of this Fourteenth Monthly Statement shall be given by hand or overnight delivery to (i) Grupo Aeroméxico, S.A.B. de C.V., Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500, Attn.: Daniel Martinez Martinez and Patricia Bobadilla, Email: dmartinezm@aeromexico.com, mbobadilla@aeromexico.com; (ii) counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich and Stephen Piraino, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com; (iii) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019, Attn.: Benjamin Butterfield, Email: bbutterfield@mfo.com; and Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Brett Miller, Todd Goren, Email: bmiller@willkie.com, tgoren@willkie.com; (iv) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn.: Andrea Beth Schwartz, Email:

andrea.b.schwartz@usdoj.gov; and (v) Counsel to the DIP Lender, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, Attn.: Richard J. Cooper, Luke A. Barefoot, Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, tkessler@cgsh.com; (collectively, the “**Notice Parties**”).

6. Objections to the Fourteenth Monthly Statement, if any, must be served upon the Notice Parties no later than **October 25, 2021** (the “**Objection Deadline**”), setting forth the nature of the objection and specific amount of fees and expenses at issue.

7. If no objections to this Fourteenth Monthly Statement are received by the Objection Deadline, the Debtors shall promptly pay SkyWorks 80% of the fees and 100% of the expenses identified in the Fourteenth Monthly Statement.

8. To the extent that an objection to the Fourteenth Monthly Statement is received on or before the Objection Deadline, the Debtors shall withhold payment of that portion of the Fourteenth Monthly Statement to which the objection is directed and promptly pay the remainder of the fees and expenses in the percentages set forth above. To the extent that any such objection is not resolved, it shall be preserved and scheduled for consideration at the next interim fee application hearing.

Dated: October 8, 2021

/s/ Matthew A. Landess

Matthew A. Landess

Partner

SkyWorks Capital, LLC