

Presentment Date and Time: October 21, 2021 at 9:00 a.m. (Prevailing Eastern Time)
Objection Date and Time: October 18, 2021 at 12:00 p.m. (Prevailing Eastern Time)

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
Joshua Y. Sturm
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 SETTLEMENT OF ORDER, PURSUANT TO LOCAL
BANKRUPTCY RULE 9074-1, AUTHORIZING THE DEBTORS TO
ASSUME THAT CERTAIN JA MITSUI AIRCRAFT LEASE**

PLEASE TAKE NOTICE that, pursuant to Rule 9074-1 of the Local Rules of Bankruptcy Procedure for the Southern District of New York, the proposed interim order, a copy of which is attached hereto as **Exhibit A** (the “**Proposed Interim Order**”), approving that portion of the *Debtors’ Motion for Entry of an Order Authorizing the Debtors to Assume Certain Aircraft Leases* (the “**Motion**”) [ECF No. 1677] respecting the aircraft bearing manufacturer’s serial number 44426 (*i.e.*, the JA Mitsui Aircraft Equipment),² will be presented for settlement and entry to 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 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.

Honorable Judge Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) on **October 21, 2021 at 9:00 a.m. (prevailing Eastern Time)**, or at such other time as the Court may determine. A redline comparing the Proposed Interim Order to the version of order annexed to the *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* [ECF No. 1745] is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that objections or proposed counter-orders must be filed with the Court and served upon the Debtors and the notice parties set forth in the Motion by no later than **October 18, 2021 at 12:00 p.m. (prevailing Eastern Time)**. Unless an objection or proposed counter-order is timely filed and served, the Proposed Interim Order attached hereto may be entered by the Court.

[Remainder of page intentionally left blank]

Dated: October 8, 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
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Thomas S. Green

*Counsel to the Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim 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)

**INTERIM 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 “**Interim 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, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the *Stipulation and Order Between Certain Debtors and*

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 Stipulation, the Notice of Revised Order, or the Notice of Settlement of Order (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.

Counterparties Concerning Certain Equipment [ECF No. 417] (the “**Stipulation**”), 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 [ECF No. 1745] (the “**Notice of Revised Order**”), and the *Notice of Settlement of Order, Pursuant to Local Bankruptcy Rule 9074-1, Authorizing the Debtors To Assume that Certain JA Mitsui Aircraft Lease*, dated October 8, 2021 (the “**Notice of Settlement of Order**”); and no party having timely filed an objection; and the Court having held a hearing at which counsel for the Debtor and counsel for Natixis, New York Branch, a Counterparty, appeared and were heard (the “**Hearing**”); and upon the record of the Hearing(s), 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 interim relief granted herein; and the Court having found that the interim 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 on an interim basis, as 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, on an interim basis. From the date of the entry of this Interim Order until the effective date of an order entered with respect to the assumption of the JA Mitsui Aircraft Lease on a final basis, the Debtor Lessee shall be required to perform its obligations under the JA Mitsui Aircraft Lease in accordance with the terms thereof; *provided, however*, that, if the Court’s adjudication of the amount of cure costs associated with the JA Mitsui Aircraft Lease results in such amount exceeding the Proposed Cure Costs (as defined herein), then the Debtors shall have the right to reject the JA Mitsui Aircraft Lease pursuant to paragraph 7(c)(ii) hereof and the

rejection shall be as if the assumption of the JA Mitsui Aircraft Lease was never effective under this Interim Order.

3. Upon entry of this Interim 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 allegedly 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 Interim Order shall constitute a violation of section 362 of the Bankruptcy Code.

5. The proposed cure costs are set forth on the version of the Schedule 1 originally filed with the Motion (the “**Proposed Cure Costs**”). A Counterparty may, within ten calendar days after the entry of this Interim Order (the “**Cure Objection Deadline**”), file with the Court and serve on the Debtors and the notice parties set forth in the Motion an objection to the amount of the Proposed Cure Costs (a “**Cure Objection**”). Such Cure Objection shall set forth with specificity the amount of any additional cure costs the Counterparty believes is required to cure defaults under the JA Mitsui Aircraft Lease (the “**Additional Cure Costs**”), with legal and factual bases thereof, including, if applicable, evidence of the sums demanded of the Lessors with respect to any amounts claimed under the indemnity and Termination Value provisions of the Lease. Any Counterparty that fails to timely file and serve a Cure Objection (a) shall be forever barred,

estopped, and enjoined from asserting against the Debtors any claims for Additional Cure Costs and (b) 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 any Additional Cure Costs in the Chapter 11 Cases.

6. The Debtors and any other party in interest may, within ten calendar days after the filing and service of a Cure Objection, file a pleading in response to the Cure Objection and in further support of the Proposed Cure Costs. If the Debtors and the applicable Counterparties are unable to resolve any timely Cure Objection, the Court shall schedule a hearing to determine the amount of the cure costs associated with the JA Mitsui Aircraft Lease and to consider approval of the relief granted herein on a final basis.

7. Upon the expiration of the Cure Objection Deadline:

a. If no Cure Objection has been timely filed, the Debtor Lessee shall pay, as soon as reasonably practicable, the Proposed Cure Costs or any other amount as mutually agreed between the Debtor Lessee and the applicable Counterparties thereby satisfying its obligation to cure any defaults under the JA Mitsui Aircraft Lease under section 365(b)(1)(A) of the Bankruptcy Code. Upon the expiration of the Cure Objection Deadline without the filing of a Cure Objection, each Counterparty shall forever be barred and estopped from objecting to the Proposed Cure Costs and from asserting that any additional amounts are due or defaults exist under the JA Mitsui Aircraft Lease.

b. In the event that a Cure Objection is timely filed and the Debtor Lessee and the objecting Counterparty are able to mutually resolve the outstanding cure amount to cure defaults under the JA Mitsui Aircraft Lease (the “**Resolved Cure Costs**”), the

Debtor Lessee shall pay, as soon as reasonably practicable, the Resolved 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. Upon the payment of the Resolved Cure Costs, each Counterparty shall forever be barred and estopped from objecting to the Proposed Cure Costs or the Resolved Cure Costs and from asserting that any additional amounts are due or defaults exist under the JA Mitsui Aircraft Lease.

c. In the event that a Cure Objection is adjudicated in this Court pursuant to paragraph 6 hereof and the Court makes a determination of amounts due to cure a default under the JA Mitsui Aircraft Lease (the “**Adjudicated Cure Costs**”), then such Adjudicated Cure Costs shall be conclusive as to the total amount due under the Lease as of such date, and:

(i) If the Adjudicated Cure Cost is less than the Proposed Cure Cost, the Debtor Lessee shall pay, as soon as reasonably practicable, the Adjudicated Cure Cost thereby satisfying its obligation to cure any defaults under the JA Mitsui Aircraft Lease under section 365(b)(1)(A) of the Bankruptcy Code. Upon the payment of the Adjudicated Cure Cost, each Counterparty shall forever be barred and estopped from objecting to the Proposed Cure Costs or the Adjudicated Cure Costs and from asserting that any additional amounts are due or defaults exist under the JA Mitsui Lease.

(ii) If the Adjudicated Cure Cost is greater than the Proposed Cure Cost, the Debtors shall, within [15] days of the Court’s entry of an Order adjudicating the Cure Objection, notify the Court and the Counterparties of its decision to either reject or assume the JA Mitsui Aircraft Lease. If the Debtors elect to reject the JA Mitsui Aircraft Lease, then the rejection shall be as if the assumption of the JA Mitsui Aircraft Lease was never effective under this Interim Order. If the Debtors elect to move forward with assuming the JA Mitsui Aircraft Lease, then the Debtor Lessee shall pay, as soon as reasonably practicable, the Adjudicated 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. Upon the payment of the Adjudicated Cure Costs, each Counterparty shall forever be barred and estopped from objecting to the Proposed Cure Costs or the Adjudicated Cure Costs and from asserting that any additional amounts are due or defaults exist under the JA Mitsui Aircraft Lease.

8. For avoidance of doubt, (y) the Court shall not consider any objections to the Motion or the relief granted herein other than a Cure Objection and (z) all Counterparties and other parties in interest are barred from raising any other objections to the Motion or the relief granted herein.

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 Interim Order without seeking further order of the Court.

10. Notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, this Interim 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.

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 Interim 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)
<p>Caracara Ltd. and Lobelia Leasing, Inc. as Lessor Caracara Ltd. as Representative Lessor</p>	<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>CURRENT FACILITY AGENT Alter Domus (US) LLC 50 Federal Street, Boston, MA, 02110 Email: CortlandSuccessorAgent@alterdomus.com; Tad.White@alterdomus.com; joanna.anderson@alterdomus.com & legal@alterdomus.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:</p>	<p>Boeing model 787-9 44426</p>	<p>XA-ADG</p>	<p>General Electric Company GENX- 1B74/7 5 958021 and 958024</p>

Lessee, Sublessee	Notice Parties	Airframe Mfr., Model, Serial Number	Registration No.	Original Engine Mfr., Model, Serial Nos. ESN)
	<p>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> <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>LENDER AND SWAP COUNTER PARTY Ballyporeen LLC c/o Strategic Value Partners, LLC 100 West Putnam Avenue Greenwich, CT 06830 Attention: General Counsel and Chief Compliance Officer Tel No.: (203) 618-3667 Fax No.: (203) 618-3515 Email Address: legalnotices@svpglobal.com</p> <p>ORIGINAL SWAP COUNTER PARTY Natixis Immeuble Lumière Sud 40 Avenue des Terroirs de France 75012 Paris, France</p>			

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

Redline

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

~~GRUPO AEROMÉXICO~~ GRUPO AEROMÉXICO,
S.A.B. de C.V., et al.,

Debtors.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

INTERIM 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 “**Interim 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, and it appearing that no other or further notice need be

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 Stipulation, the Notice of Revised Order, or the ~~Stipulation~~Notice of Settlement of Order (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.

provided; and the Court having reviewed the Motion, the *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment [ECF No. 417]* (the “**Stipulation**”), 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 [ECF No. 1745] (the “**Notice of Revised Order**”), and the ~~*Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment [ECF No. 417]*~~ (the “**Stipulation**”) Notice of Settlement of Order, Pursuant to Local Bankruptcy Rule 9074-1, Authorizing the Debtors To Assume that Certain JA Mitsui Aircraft Lease, dated October 8, 2021 (the “**Notice of Settlement of Order**”); and no party having timely filed an objection; and the Court having held a hearing ~~to consider the relief requested in the Motion on September 20, 2021~~ at which counsel for the Debtor and counsel for Natixis, New York Branch, a Counterparty, appeared and were heard (the “**Hearing**”); and upon the record of the Hearing(s), 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 interim relief granted herein; and the Court having found that the interim 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~~ on an interim basis, as 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-~~7~~, on an interim basis. From the date of the entry of this Interim Order until the effective date of an order entered with respect to the assumption of the JA Mitsui

Aircraft Lease on a final basis, the Debtor Lessee shall be required to perform its obligations under the JA Mitsui Aircraft Lease in accordance with the terms thereof; provided, however, that, if the Court's adjudication of the amount of cure costs associated with the JA Mitsui Aircraft Lease results in such amount exceeding the Proposed Cure Costs (as defined herein), then the Debtors shall have the right to reject the JA Mitsui Aircraft Lease pursuant to paragraph 7(c)(ii) hereof and the rejection shall be as if the assumption of the JA Mitsui Aircraft Lease was never effective under this Interim Order.

3. Upon entry of this Interim 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 allegedly 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 Interim Order shall constitute a violation of section 362 of the Bankruptcy Code.

5. The proposed cure costs are set forth on the version of the Schedule 1 originally filed with the Motion (the "Proposed Cure Costs"). A Counterparty may, within ten calendar days after the entry of this Interim Order (the "Cure Objection Deadline"), file with the Court and serve on the Debtors and the notice parties set forth in the Motion an objection to the amount of the Proposed Cure Costs (a "Cure Objection"). Such Cure Objection shall set forth with

specificity the amount of any additional cure costs the Counterparty believes is required to cure defaults under the JA Mitsui Aircraft Lease (the “Additional Cure Costs”), with legal and factual bases thereof, including, if applicable, evidence of the sums demanded of the Lessors with respect to any amounts claimed under the indemnity and Termination Value provisions of the Lease. Any Counterparty that fails to timely file and serve a Cure Objection (a) shall be forever barred, estopped, and enjoined from asserting against the Debtors any claims for Additional Cure Costs and (b) 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 any Additional Cure Costs in the Chapter 11 Cases.

6. The Debtors and any other party in interest may, within ten calendar days after the filing and service of a Cure Objection, file a pleading in response to the Cure Objection and in further support of the Proposed Cure Costs. If the Debtors and the applicable Counterparties are unable to resolve any timely Cure Objection, the Court shall schedule a hearing to determine the amount of the cure costs associated with the JA Mitsui Aircraft Lease and to consider approval of the relief granted herein on a final basis.

7. Upon the expiration of the Cure Objection Deadline:

a. If no Cure Objection has been timely filed, the Debtor Lessee shall pay, as soon as reasonably practicable, the Proposed Cure Costs or any other amount as mutually agreed between the Debtor Lessee and the applicable Counterparties thereby satisfying its obligation to cure any defaults under the JA Mitsui Aircraft Lease under section 365(b)(1)(A) of the Bankruptcy Code. Upon the expiration of the Cure Objection Deadline without the filing of a Cure Objection, each Counterparty shall forever be barred and estopped from objecting to the Proposed Cure Costs and from

asserting that any additional amounts are due or defaults exist under the JA Mitsui Aircraft Lease.

b. ~~5. The Debtor Lessee shall pay all cure costs associated with~~In the event that a Cure Objection is timely filed and the Debtor Lessee and the objecting Counterparty are able to mutually resolve the outstanding cure amount to cure defaults under the JA Mitsui Aircraft Lease (the “Resolved Cure Costs”), the Debtor Lessee shall pay, 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, the Resolved 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~~Upon the payment of the entry of this Order Resolved Cure Costs, each Counterparty shall deliver to the Debtors (a) the asserted amount of its Cure Costs and (b) all details and evidence in support thereof. forever be barred and estopped from objecting to the Proposed Cure Costs or the Resolved Cure Costs and from asserting that any additional amounts are due or defaults exist under the JA Mitsui Aircraft Lease.

c. In the event that a Cure Objection is adjudicated in this Court pursuant to paragraph 6 hereof and the Court makes a determination of amounts due to cure a default under the JA Mitsui Aircraft Lease (the “Adjudicated Cure Costs”), then such Adjudicated Cure Costs shall be conclusive as to the total amount due under the Lease as of such date, and:

(i) If the Adjudicated Cure Cost is less than the Proposed Cure Cost, the Debtor Lessee shall pay, as soon as reasonably practicable, the Adjudicated Cure Cost thereby satisfying its obligation to cure any defaults under the JA Mitsui Aircraft Lease under section 365(b)(1)(A) of

the Bankruptcy Code. Upon the payment of the Adjudicated Cure Cost, each Counterparty shall forever be barred and estopped from objecting to the Proposed Cure Costs or the Adjudicated Cure Costs and from asserting that any additional amounts are due or defaults exist under the JA Mitsui Lease.

(ii) If the Adjudicated Cure Cost is greater than the Proposed Cure Cost, the Debtors shall, within [15] days of the Court's entry of an Order adjudicating the Cure Objection, notify the Court and the Counterparties of its decision to either reject or assume the JA Mitsui Aircraft Lease. If the Debtors elect to reject the JA Mitsui Aircraft Lease, then the rejection shall be as if the assumption of the JA Mitsui Aircraft Lease was never effective under this Interim Order. If the Debtors elect to move forward with assuming the JA Mitsui Aircraft Lease, then the Debtor Lessee shall pay, as soon as reasonably practicable, the Adjudicated 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. Upon the payment of the Adjudicated Cure Costs, each Counterparty shall forever be barred and estopped from objecting to the Proposed Cure Costs or the Adjudicated Cure Costs and from asserting that any additional amounts are due or defaults exist under the JA Mitsui Aircraft Lease.

8. For avoidance of doubt, (y) the Court shall not consider any objections to the Motion or the relief granted herein other than a Cure Objection and (z) all Counterparties and other parties in interest are barred from raising any other objections to the Motion or the relief granted herein.

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 Interim Order without seeking further order of the Court.

10. ~~6.~~ Notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, this Interim 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.~~

11. ~~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 Interim Order and the JA Mitsui Aircraft Lease.

~~Dated: _____, 2021
New York, New York~~

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)
<p>Caracara Ltd. and Lobelia Leasing, Inc. as Lessor Caracara Ltd. as Representative Lessor</p>	<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><u>CURRENT FACILITY AGENT</u> <u>Alter Domus (US) LLC</u> <u>50 Federal Street,</u> 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 <u>Boston, MA, 02110</u> <u>Email: CortlandSuccessorAgent@alterdomus.com;</u> <u>Tad.White@alterdomus.com; joanna.anderson@alterdomus.com</u> <u>& legal@alterdomus.com</u></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</p>	<p>Boeing model 787-9 44426</p>	<p>XA-ADG</p>	<p>General Electric Company</p> <p>GENX-1B74 /757 5 958021 and 958024</p>

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	<p>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> <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><u>LENDER AND SWAP COUNTER PARTY</u> <u>Ballyporeen LLC</u> <u>c/o Strategic Value Partners, LLC</u> <u>100 West Putnam Avenue</u> <u>Greenwich, CT 06830</u> <u>Attention: General Counsel and Chief Compliance Officer</u> <u>Tel No.: (203) 618-3667</u> <u>Fax No.: (203) 618-3515</u> <u>Email Address: legalnotices@svpglobal.com</u></p>			

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	<p><u>ORIGINAL</u> 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> <u>With a copy to:</u> 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>			