

**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)

**SEVENTH NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on April 20, 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the attached order (the “**Order**”)² approving Assumption Procedures for the assumption or assumption and assignment of Contracts. The Assumption Procedures enable Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) in the chapter 11 cases that are jointly administered under Case No. 20-11563 (SCC), to assume or assume and assign Contracts without further notice.

PLEASE TAKE FURTHER NOTICE that by this written notice (the “**Seventh Assumption Notice**”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto shall be assumed or assumed and assigned effective as of the date (the “**Assumption Date**”) set forth on **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree, pursuant to an order substantially in the form attached hereto as **Annex II** (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 Unless defined herein, each capitalized term shall have the meaning ascribed to it in the Order, which is attached as **Annex I** hereto.

“**Proposed Assumption Order**”), unless a written objection is filed with the Court and served by the Objection Deadline (as defined below) in accordance with the terms of the Order.

PLEASE TAKE FURTHER NOTICE that the Debtor has the financial wherewithal to meet all future obligations under the Contract(s) listed on **Schedule 1**, which may be evidenced upon written request by the counterparty to the Contract, thereby demonstrating that the Debtor has the ability to comply with the requirements of adequate assurance of future performance.³

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Order, if any party objects to the assumption or the assumption and assignment of any of the Contracts listed on **Schedule 1**, such objection must be filed with the Court and served upon the following parties by November 17, 2021 at 4:00 p.m. (prevailing Eastern Time) (the “**Objection Deadline**”):

1. the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov;
2. counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino, and Matthew Masaro, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com, and matthew.masaro@davispolk.com;
3. counsel to the Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willke.com, and dsinclair@willkie.com; and

³ The Debtors shall serve the counterparty or counterparties to the Contract with evidence of adequate assurance upon such counterparty’s written request to Debtors’ counsel.

4. counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com.

Only those responses that are (a) in English and (b) timely filed and served will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed and served, the assumption of each Contract shall become effective on the Assumption Date set forth in **Schedule 1** annexed hereto, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.⁴

PLEASE TAKE FURTHER NOTICE that, where applicable, the proposed cure amount under any Contract being assumed is set forth in **Schedule 1**. If a written objection to the proposed cure amount is not duly filed or served, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

PLEASE TAKE FURTHER NOTICE that, if an objection to the assumption or assumption and assignment of any Contract is timely filed and served and not withdrawn or resolved, the Debtors shall file a notice for a hearing, which hearing may be an otherwise scheduled omnibus hearing, to consider the objection for the Contract to which such objection relates. If such objection is overruled or withdrawn, such Contract shall be assumed or assumed

⁴ An objection to the assumption or assumption and assignment of any particular Contract listed on **Schedule 1** to this Seventh Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on **Schedule 1** to this Seventh Assumption Notice. Any objection to the assumption of any particular Contract listed on **Schedule 1** to this Seventh Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Seventh Assumption Notice and the Order.

and assigned as of the Assumption Date set forth on **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

Dated: October 27, 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
James I. McClammy
Stephen D. Piraino
*Counsel to the Debtors
and Debtors in Possession*

SCHEDULE 1

Assumed Contracts

Counterparty	Debtor Counterparty	Description of Contract¹	Cure Amount	Assumption Date	Address	Description of Material Amendments Made in Connection with Assumption
CAE CFT BV	Aerovías de México, S.A. de C.V.	1) Operational Lease Agreement dated as of March 20, 2015 between CAE CFT BV as lessor and Aerovías de México, S.A. de C.V. as lessee 2) Training Services Commercial Agreement dated March 1st, 2016 between CAE Inc. and Aerovias de Mexico S.A. de C.V.	239,931 USD	11/17/2021	Av. Orlanda Bergamo, 490 Guarulhos, SP, Brazil CEP 07232-151	1) Term Extension and Rent Credits 2) Credits for Training Costs
CAE CFT BV	Aerovías de México, S.A. de C.V.	1) Operational Lease Agreement dated as of March 20, 2015 between CAE CFT BV as lessor and Aerovías de México, S.A. de C.V. as lessee 2) Training Services Commercial Agreement dated March 1st, 2016 between CAE	867,328,7 28 COP	11/17/2021	Av. Orlanda Bergamo, 490 Guarulhos, SP, Brazil CEP 07232-151	1) Term Extension and Rent Credits 2) Credits for Training Costs

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

		Inc. and Aerovias de Mexico S.A. de C.V.				
CORTES CASTRO GREGORIO HUMBERTO FERNANDO	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement	129,254 MXN	11/17/2021	Jorge jimenez Cantu #5, San Sebastian, C.P. 56600, Chalco, Estado de México	Term Extension and Price Reduction
CSI LEASING MEXICO S DE RL DE CV	Aerovías de México, S.A. de C.V.	MASTER EQUIPMENT LEASE AGREEMENT DTD 1/31/2020	44,254 USD	10/27/2021	Insurgentes Sur 1602, INT. Piso 10 Oficina 1002, COL Benito Juárez, Benito Juárez, Ciudad de México Mexico C.P. 03940	N/A
ENTSERV ENTERPRISE SERVICES MEXICO S DE RL DE CV (MXN)	Aerovías de México, S.A. de C.V.	Third Amendment to the IT Services Agreement	23,330,60 3 MXN	11/17/2021	Prolongación Reforma 700, Lomas de Santa Fe, 01210 México, D.F.	Term Extension, Termination Clause and Price Reduction
ENTSERV ENTERPRISE SERVICES MEXICO S DE RL DE CV (USD)	Aerovías de México, S.A. de C.V.	Third Amendment to the IT Services Agreement	1,248,530 USD	11/17/2021	Prolongación Reforma 700, Lomas de Santa Fe, 01210 México, D.F.	Term Extension, Termination Clause and Price Reduction
GRUPO CONSULMED SA DE CV (Aeroliteral)	Aerolitoral, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	375,507 MXN	11/17/2021	Cto Economistas 15A Cto Novelistas Y Periferico Ciudad Satellite.	Term Extension and Amendments Regarding the Labor Law

					C.P. 53100 Naucalpan De Juarez, Mex.	
GRUPO CONSULMED SA DE CV (Aerovías)	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	2,181,797 MXN	11/17/2021	Cto Economistas 15A Cto Novelistas Y Periferico Ciudad Satelite. C.P. 53100 Naucalpan De Juarez, Mex.	Term Extension and Amendments Regarding the Labor Law
GRUPO CONSULMED SA DE CV (Cargo)	Aerovías Empresa de Cargo, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	340,182 MXN	11/17/2021	Cto Economistas 15A Cto Novelistas Y Periferico Ciudad Satelite. C.P. 53100 Naucalpan De Juarez, Mex.	Term Extension and Amendments Regarding the Labor Law
HEWLETT PACKARD (MXN)	Aerovías de México, S.A. de C.V.	MASTER EQUIPMENT LEASE AGREEMENT DTD 8/1/2007	5,081,495 MXN	10/27/2021	Prolongación Reforma 700, Lomas de Santa Fe, 01210 México, D.F.	N/A
HEWLETT PACKARD (USD)	Aerovías de México, S.A. de C.V.	MASTER EQUIPMENT LEASE AGREEMENT DTD 8/1/2007	139,400 USD	10/27/2021	Prolongación Reforma 700, Lomas de Santa Fe, 01210 México, D.F.	N/A
IBN INDUSTRIAS MILITARES Y DE ALTA	Aerolitoral, S.A. de C.V.	Amendment to the Services Agreement - Private Security Specialized Services	388,002 MXN	11/17/2021	Boulevard Adolfo Ruiz Cortinez #3070 Col Jardiens Del	Term Extension, Amendments Regarding the Labor Law and

TECNOLOGIA BALISTICA SA DE CV (Aeroliteral)					Pedregal Alcaldia Alvaro Obregon Cuidad De Mexico 1900 Mexico	Rate Adjustments
IBN INDUSTRIAS MILITARES Y DE ALTA TECNOLOGIA BALISTICA SA DE CV (Aerovias)	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement - Private Security Specialized Services	6,447,423 MXN	11/17/2021	Boulevard Adolfo Ruiz Cortinez #3070 Col Jardiens Del Pedregal Alcaldia Alvaro Obregon Cuidad De Mexico 1900 Mexico	Term Extension, Amendments Regarding the Labor Law and Rate Adjustments
IBN INDUSTRIAS MILITARES Y DE ALTA TECNOLOGIA BALISTICA SA DE CV (Cargo)	Aerovías Empresa de Cargo, S.A. de C.V.	Amendment to the Services Agreement - Private Security Specialized Services	2,402,466 MXN	11/17/2021	Boulevard Adolfo Ruiz Cortinez #3070 Col Jardiens Del Pedregal Alcaldia Alvaro Obregon Cuidad De Mexico 1900 Mexico	Term Extension, Amendments Regarding the Labor Law and Rate Adjustments
JUAN JOSE RAUL ALDAPE CASTRO	Aerovías de México, S.A. de C.V.	Amendment to the Agreement for Textile Washing Services	276,007 MXN	11/17/2021	San Francisco Figuraco No. 54, Coyoacan, Ciudad de Mexico	Term Extension
LIEBHERR AEROSPACE SALINE INC	Aerolitoral, S.A. de C.V.	Maintenance Service Agreement - Landing Gear Overhaul - EMBRAER EJET170-190 E1 (ATA32)	440,710 USD	10/27/2021	1465 Woodland Drive, Saline MI	N/A

Marcas Nestlé; S.A. de C.V.	Aerovías de México, S.A. de C.V.	Amendment to the agreement between Marcas Nestlé; S.A. de C.V. and AEROVÍAS DE MÉXICO; S.A. de C.V.	235,725 MXN	11/17/2021	Av. Independencia 110 Los Reyes Tultitlán De Mariano Escobedo 54900 Mexico	Amendments for Payment Terms
MERKAFON DE MEXICO SA DE CV (TELEPERFORM ANCE)	Aerovías de México, S.A. de C.V.	THIRD AMENDMENT AGREEMENT DATED SEPTEMBER 01, 2021 TO THE CONTRACT FOR THE PROVISION OF PROFESSIONAL SERVICES DATED NOVEMBER 01, 2008	39,019,38 6 MXN	10/27/2021	Santa María La Purísima 1174, Apatlaco, Iztapalapa, 09430, CDMX	Rate Adjustments and Amendments Regarding the Labor Law
NETCONTROLL GROUP SA DE CV	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement	122,711 USD	11/17/2021	Montecito 38, Nápoles, Benito Juárez, 03810 Ciudad de México, CDMX	Term Extension and Amendments Regarding the Labor Law
ODOM SA DE CV (Aerovias)	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	0 MXN	11/17/2021	Catedral Metropolitana 38 Metropolitana 1ra sección Nezahualcóyotl, Ciudad de México, México 57730	Term Extension and Amendments Regarding the Labor Law
ODOM SA DE CV (Cargo)	Aerovías Empresa de Cargo, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	0 MXN	11/17/2021	Catedral Metropolitana 38 Metropolitana 1ra secciónNezahual	Term Extension and Amendments Regarding the Labor Law

					cóyotl, Ciudad de México, México 57730	
PAN AM INTERNATIONAL FLIGHT ACADEMY	Aerovías de México, S.A. de C.V.	Amendment 1 to the Exhibit A to the Training Services Agreement	227,738 USD	11/17/2021	5000 NW; 36TH STREET; MIAMI FLORIDA FLORIDA USA 33122 USA	Price Reduction
PASSUR AEROSPACE INC	Aerovías de México, S.A. de C.V.	PROCUREMENT: PASSUR AEROSPACE LICENSE & SERVICES AGREEMENT DTD 1/22/2019	108,118 USD	10/27/2021	5750 Major Blvd Suite 530 Orlando, FL 32819	N/A
PROFESIONALES DE LIMPIEZA SA DE CV (Aerolitoral)	Aerolitoral, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	150,118 MXN	11/17/2021	Parque Vía 198 Col. Cuauhtemoc Ciudad de México 06500	Reduction in Cost and Term Extension
PROFESIONALES DE LIMPIEZA SA DE CV (Aerovías)	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	1,418,450 MXN	11/17/2021	Parque Vía 198 Col. Cuauhtemoc Ciudad de México 06500	Reduction in Cost and Term Extension
PROFESIONALES DE LIMPIEZA SA DE CV (Cargo)	Aerovías Empresa de Cargo, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	305,342 MXN	11/17/2021	Parque Vía 198 Col. Cuauhtemoc Ciudad de México 06500	Reduction in Cost and Term Extension
RADIOCOMUNICACIONES SAKDA SA DE CV	Aerovías de México, S.A. de C.V.	FIRST AMENDMENT AGREEMENT DATED AUGUST 04, 2021 (THE "AGREEMENT") TO THE SERVICE PROVISION AGREEMENT DATED JULY 18, 2017	43,074 USD	11/17/2021	Oriente 166 num 339 col Moctezuma 2a sección CP 15530 Venustiano Carranza, CDMX	Amendments Regarding the Labor Law

RADIOCOMUNICACIONES SAKDA SA DE CV	Aerovías de México, S.A. de C.V.	FIRST AMENDMENT AGREEMENT DATED AUGUST 04, 2021 (THE "AGREEMENT") TO THE SERVICE PROVISION AGREEMENT DATED JULY 18, 2017	979,789 MXN	11/17/2021	Oriente 166 num 339 col Moctezuma 2a sección CP 15530 Venustiano Carranza, CDMX	Amendments Regarding the Labor Law
SABRE GLBL INC	Aerovías de México, S.A. de C.V.	Agreements include: - Global Distribution System Services - Passenger Services Systems - Planning and Network - Fares Manager - Movement Manager - Flight Explorer - PRISM	1,292,339 USD	11/17/2021	3150 Sabre Dr, Southlake, TX 76092, United States	Rate and Term Adjustments
SPAFAX AIRLINE NETWORK S PTE LTD	Aerovías de México, S.A. de C.V.	AGREEMENT BETWEEN SPAFAX AND AEROMEXICO FOR INFLIGHT VIDEO AND AUDIO ENTERTAINMENT SERVICES	372,506 USD	10/27/2021	575 Anton Blvd, Suite 1020, Costa Mesa, CA 92626. United States	N/A
TELEDYNE CONTROLS LLC	Aerovías de México, S.A. de C.V.	1) Amendment to Aeromexico Retrofit Purchase Agreement 2) Amendment 3 to Teledyne SIM Management Service Agreement	83,711 USD	11/17/2021	501 Continental Blvd. El Segundo, Ca 90245	1) Term Extension, Cancellation Rights and Fleet Reduction 2) Term Extension and Rate Reduction

TERRAFERTIL MEXICO SAPI DE CV	Aerovías de México, S.A. de C.V.	Amendment to the agreement between TERRAFERTIL MEXICO SAPI DE CV and Aerovías de México, S.A. de C.V.	3,024,617 MXN	11/17/2021	Av. Independencia 110 Los Reyes Tultitlán De Mariano Escobedo 54900 Mexico	Term Extension and Amendments for Payment Terms
TRAVELPORT GLOBAL DISTRIBUTION SYSTEM BV	Aerovías de México, S.A. de C.V.	1) Restated Amendment to the Travelport International Global Airline Distribution Agreement, dated as of October 2021. 2) Third Amendment to License Agreement and Agreement for Services, dated as of October 2021.	0 USD	11/17/2021	300 Galleria Parkway N.W., Atlanta, Georgia 30339 USA	Rate Adjustments and Term Extension

Annex I

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 APPROVING PROCEDURES FOR THE ASSUMPTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) (a) authorizing and approving procedures for assuming or assuming and assigning certain executory contracts and unexpired leases, and (b) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief requested in the Motion having been provided; such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; 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 good and sufficient cause for 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 defined herein shall have the respective meanings ascribed to such terms in the Motion.

relief granted herein; and is in the best interests of the Debtors, their estates, their creditors, and all parties in interest

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The following procedures (the “**Assumption Procedures**”) are approved in connection with assuming or assuming and assigning Contracts:

- a. **Assumption Notice.** The Debtors shall file a notice in the form attached to the Motion as **Exhibit B** (the “**Assumption Notice**”) to assume Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contracts to be assumed; (ii) the names and addresses of the counterparties to such Contracts; (iii) the identity of the proposed assignee of such Contracts (the “**Assignee**”), if applicable; (iv) the effective date of the assumption for such Contracts (the “**Assumption Date**”); (v) the proposed cure amount, if any, for such Contracts; (vi) a description of any material amendments to Contracts made in connection with assumption or assumption and assignment, if applicable (*provided* that notwithstanding anything herein to the contrary, the Debtors shall not be authorized to amend any Contract pursuant to these Assumption Procedures without the consent of the counterparty to such Contract); and (vii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice shall be text-searchable and the number of counterparties to Contracts listed on the Assumption Notice shall be limited to no more than 100 and shall be listed in alphabetical order.
- b. **Service of Assumption Notice.** The Debtors will file the Assumption Notice with the Court, and serve the Assumption Notice and a copy of the Order on: (i) the known counterparties to the Contracts to be assumed; (ii) any additional parties known to the Debtors to be entitled to notice pursuant to the terms of the assumed Contracts; (iii) the U.S. Trustee; (iv) counsel to the Committee; (v) counsel to Apollo Management Holdings, L.P; and (vi) counsel to that certain Ad Hoc Group of Senior Noteholders. The Debtors submit that, pursuant to Bankruptcy Rules 6006, 6007, and 9014, notice of assumption of Contracts to the foregoing parties shall be sufficient.³

³ The Debtors shall serve a counterparty to a Contract to be assumed under the Contract Procedures with evidence of adequate assurance upon such counterparty’s written request to the Debtors’ counsel.

- c. **Objection Procedures.** The deadline to file an objection (“**Objection**”) to the proposed assumption of a Contract will be 4:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days from the date the Assumption Notice is filed and served (the “**Objection Deadline**”). The Objection Deadline may be extended with the written consent of the Debtors. An Objection will be considered timely only if, on or prior to the Objection Deadline, it is (i) filed with the Court, (ii) in English, and (iii) served upon: (A) the U.S. Trustee, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov; (B) counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino, and Matthew Masaro, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com, and matthew.masaro@davispolk.com; (C) counsel to the Committee, Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019, Attn: Brett Miller, Todd Goren, Erica Richards, and Benjamin Butterfield, Email: brettmiller@mofo.com, tgoren@mofo.com, erichards@mofo.com, and bbutterfield@mofo.com; (D) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; and (E) counsel to that certain Ad Hoc Group of Senior Noteholders, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com. Unless otherwise ordered by the Court, a reply to an Objection may be filed with the Court and served in accordance with the Assumption Procedures on or before 12:00 p.m. (prevailing Eastern Time) on the day before the date of the applicable hearing.
- d. **No Objection and Resolved Objections.** As soon as practicable after the passage of the Objection Deadline, the Debtors will submit to the Court a proposed order substantially in the form of order attached to the Motion as **Exhibit C** (the “**Proposed Assumption Order**,” and when entered by the Court, the “**Assumption Order**”), which may be entered with no further notice or opportunity to be heard afforded to any party. The Proposed Assumption Order will include the following, as applicable: (i) for assumption of Contracts where no Objection is filed and the applicable deadline to file an Objection has passed, the Proposed Assumption Order will provide that the Contracts are assumed as of the date set forth in the applicable Assumption Notice for each Contract, or as otherwise agreed by the Debtors and the applicable counterparty to such Contract, and (ii) for the assumption of Contracts where an Objection has been filed and has either been resolved by the parties or withdrawn, the Proposed Assumption Order will provide for the assumption of such Contracts in accordance with the agreement of the parties (provided, that the Committee, Apollo Management Holdings, L.P. and that certain Ad Hoc

Group of Senior Noteholders shall receive five (5) business days' notice of any such agreement, and if the Committee, Apollo Management Holdings, L.P. or that certain Ad Hoc Group of Senior Noteholders objects to such agreement, then the assumption of such Contract shall be subject to a hearing and further Court approval). In both cases, each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption Notice, or such other date as the Debtors and the counterparty or counterparties to such Contract agree. Subject to the Committee's, Apollo Management Holdings, L.P.'s and that certain Ad Hoc Group of Senior Noteholders' rights in this section d, the proposed cure amount shall be binding on all counterparties to such Contract, and no amount in excess thereof shall be paid for cure purposes.

- e. ***Unresolved Objections.*** If an Objection has been timely and properly filed to the proposed assumption of a Contract, and such Objection has not been withdrawn or resolved by the parties, the Debtors may schedule the matter for an omnibus hearing; *provided, however*, that the filing of any such Objection will not delay the entry of an order authorizing the assumption of any Contract set forth in a Notice for which no Objection has been timely filed. If, after a hearing, the disputed assumption is approved by the Court, the Contract subject to the Objection will be deemed assumed as of the date set forth in the applicable Assumption Notice for any such disputed Contract (or as otherwise agreed to by the parties).
- f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to any Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

3. With regard to Contracts to be assumed and assigned, pursuant to section 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights), and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances (A) that purport to give to any party a right or option to

effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contracts, or (B) in respect of any taxes); and (b) constitutes a legal, valid, and effective transfer of such Contract and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract.

4. Subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees any applicable Contract, with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contract, except as otherwise provided for in this Order, and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract.

5. Notwithstanding anything to the contrary contained in this Order, with respect to any assumed Contract, the Debtors (or the Assignee, if applicable) shall be liable for payment of all liabilities that have accrued, begun to accrue or otherwise arisen as of the assumption date, but that are not in default or due and owing as of the assumption date, pursuant to such assumed Contract, unless otherwise agreed among the Debtors (or the Assignee, if applicable) and the counterparty; which amounts shall be paid in the ordinary course and pursuant to the terms of such assumed Contract. Upon entry of an Assumption Order, any cure amount listed on a schedule to an Assumption Notice shall supersede any amounts included in any proof of claim filed before such Contract is assumed, and upon the payment of the cure amount such proof of claim shall be deemed satisfied unless already withdrawn.

6. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

7. Approval of the Assumption Procedures and this Order will not prevent the Debtors from seeking to assume a Contract by separate motion.

8. The Debtors shall not use the Assumption Procedures to assume or assume and assign (a) unexpired leases of aircraft or aircraft engines or (b) any Critical Airline Agreements (as defined in the *Final Order (I) Authorizing Debtors to Honor the Critical Airline Agreements and Prepetition Obligations Related Thereto, (II) Modifying the Automatic Stay Solely to the Extent Necessary to Effectuate the Intended Relief and (III) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers* [ECF No. 307] (the "**Airline Agreement Order**")); however, the Critical Airline Agreements may be assumed in accordance with the Assumption Procedures (as defined in the Airline Agreement Order) set forth in the Airline Agreement Order.

9. The Debtors shall not use the Assumption Procedures to assume or assume and assign Contracts between any Debtor and PLM Premier, S.A.P.I. de C.V. ("**PLM**") or Aimia Holdings UK Limited and Aimia Holdings UK II Limited; *provided*, however that the Debtors may use the Assumption Procedures to assume or assume and assign any Club Premier Agreements with the prior written consent of PLM.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

11. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

12. Any Contract listed on an Assumption Notice filed before the Debtors' deadline to assume unexpired leases of real property pursuant to section 365(d)(4) of the Bankruptcy Code shall ultimately be deemed assumed as of the date listed on the Assumption Notice and in satisfaction of section 365(d)(4) of the Bankruptcy Code.

13. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract assumption or assumption and assignment. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

15. Notwithstanding any Bankruptcy Rule, the Local Bankruptcy Rules for the Southern District of New York, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

16. The Debtors and the Clerk of this Court are authorized to take, or refrain from taking, any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

17. This Court shall retain exclusive jurisdiction over any and all matters arising from, arising under, or related to the implementation or interpretation of this Motion or Order.

Dated: April 20, 2021
New York, New York

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

Annex II

Proposed Assumption Order

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

In re:

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

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**[PROPOSED] ORDER APPROVING THE ASSUMPTION OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the notice of assumption of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”)¹, filed on _____, 2021 [ECF No. []] (the “**Notice**”)² pursuant to the *Order Approving Procedures for the Assumption of Executory Contracts and Unexpired Leases*, dated April 20, 2021 [ECF No. 1085] (the “**Assumption Procedures Order**”); and the Court having jurisdiction to consider the Notice and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Notice and the requested relief being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Notice having been provided in accordance with the Assumption Procedures Order; and no other or further notice need be provided; and the relief requested in the Notice being in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having reviewed the Notice; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de Mexico, 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 Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Notice.

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Notice is hereby GRANTED.
2. Pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtors' assumption of the Contracts set forth on Schedule A hereto (the "Contracts") is hereby approved and shall be effective as of the applicable date set forth on Schedule A hereto.
3. With regard to Contracts to be assumed and assigned, pursuant to section 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights), and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or assignee, as the case may be, in the Contracts, or (B) in respect of any taxes); and (b) constitutes a legal, valid, and effective transfer of such Contract and vests the applicable assignee with all rights, titles, and interests to the applicable Contract.
4. Subject to the other provisions of this Order, the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any assignees any applicable Contract, with any applicable assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contract, except as otherwise provided for in this Order, and (b) execute and deliver to any applicable assignee such

assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract.

5. Notwithstanding anything to the contrary contained in this Order, with respect to any assumed Contract, the Debtors (or the assignee, if applicable) shall be liable for payment of all liabilities that have accrued, begun to accrue or otherwise arisen as of the assumption date, but that are not in default or due and owing as of the assumption date, pursuant to such assumed Contract, unless otherwise agreed among the Debtors (or the assignee, if applicable) and the counterparty; which amounts shall be paid in the ordinary course and pursuant to the terms of such assumed Contract.

6. The Debtors are authorized to enter into ordinary course amendments to any assumed Contract, from time to time as necessary, subject to the terms and conditions in such Contract and without further order of the Court; notwithstanding the foregoing, if amendments are made outside of the ordinary course, the Committee shall receive five (5) business days' notice thereof and an opportunity to object before such amendment becomes effective.

7. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

10. Any Contract listed on the Notice filed before the Debtors' deadline to assume unexpired leases of real property pursuant to section 365(d)(4) of the Bankruptcy Code shall

ultimately be deemed assumed as of the date listed on the Notice and in satisfaction of section 365(d)(4) of the Bankruptcy Code.

11. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract assumption or assumption and assignment. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

12. The Notice and the relief requested therein with respect to the Contracts satisfy Bankruptcy Rules 6006 and 6007. The notice procedures set forth in the Notice with respect to the Contracts are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparties to the Contracts with notice and an opportunity to object and be heard at a hearing.

13. Notwithstanding any Bankruptcy Rule, the Local Bankruptcy Rules for the Southern District of New York, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Debtors and the Clerk of this Court are authorized to take, or refrain from taking, any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

15. This Court shall retain exclusive jurisdiction over any and all matters arising from, arising under, or related to the implementation or interpretation of this Motion or Order.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE A

Assumed Contracts

Counterparty	Debtor Counterparty	Description of Contract¹	Cure Amount	Assumption Date	Address	Description of Material Amendments Made in Connection with Assumption

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.