

Hearing Date and Time: November 16, 2021 at 11:00 a.m. (Prevailing Eastern Time)
Objection Date and Time: November 12, 2021 at 12:00 p.m. (Prevailing Eastern Time)

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**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 HEARING ON DEBTORS' MOTION FOR ENTRY OF AN
ORDER AUTHORIZING CERTAIN OF THE DEBTORS TO IMPLEMENT
CERTAIN TRANSACTIONS WITH NAC, INCLUDING (I) ENTRY INTO OMNIBUS
AMENDMENT AGREEMENTS, (II) ASSUMPTION (ON AN AMENDED BASIS) OF
CERTAIN AIRCRAFT LEASES, AND (III) CLAIMS SETTLEMENT**

PLEASE TAKE NOTICE that, on November 2, 2021, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for Entry of an Order Authorizing Certain of the Debtors To Implement Certain Transactions with NAC, Including (I) Entry Into Omnibus Amendment Agreements, (II) Assumption (on an Amended*

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.

Basis) of Certain Aircraft Leases, and (III) Claims Settlement (the “**Motion**”). A hearing on the Motion is scheduled to be held on **November 16, 2021 at 11:00 a.m. (prevailing Eastern Time)** (the “**Hearing**”) before the Honorable Judge Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”), or at such other time as the Court may determine.

PLEASE TAKE FURTHER NOTICE that, in accordance with General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”),² the Hearing will be conducted telephonically. Any parties wishing to participate must do so telephonically by making arrangements through CourtSolutions, LLC (www.court-solutions.com). Instructions to register for CourtSolutions, LLC are attached to General Order M-543.

PLEASE TAKE FURTHER NOTICE that copies of the Motion may be obtained free of charge by visiting the website of Epiq Corporate Restructuring, LLC at <https://dm.epiq11.com/aeromexico>. You may also obtain copies of any pleadings by visiting the Court’s website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned from time to time by an announcement of the adjourned date or dates at the Hearing or a later hearing or by filing a notice with the Court. The Debtors will file an agenda before the Hearing, which may modify or supplement the motion(s) to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion shall be in writing, shall comply with the Federal Rules of Bankruptcy Procedure and the Local

² A copy of the General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/general-order-m-543-court-operations-under-exigent-circumstances-created-covid-19>.

Bankruptcy Rules for the Southern District of New York, shall be filed with the Court by (a) attorneys practicing in the Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) and (b) all other parties in interest, in accordance with the customary practices of the Court and General Order M-399, to the extent applicable, and shall be served in accordance with General Order M-399 and the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered on July 8, 2020 [ECF No. 79], so as to be filed and received no later than **November 12, 2021 at 12:00 p.m. (prevailing Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that all objecting parties are required to telephonically attend the Hearing, and failure to appear may result in relief being granted upon default.

PLEASE TAKE FURTHER NOTICE that, if no responses or objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Court an order substantially in the form of the proposed order annexed to the Motion, under certification of counsel or certification of no objection, which order may be entered by the Court without further notice or opportunity to be heard.

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Dated: November 2, 2021
New York, New York

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**UNITED STATES BANKRUPTCY COURT
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In re:

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

Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING
CERTAIN OF THE DEBTORS TO IMPLEMENT CERTAIN TRANSACTIONS
WITH NAC, INCLUDING (I) ENTRY INTO OMNIBUS AMENDMENT
AGREEMENTS, (II) ASSUMPTION (ON AN AMENDED BASIS) OF CERTAIN
AIRCRAFT LEASES, AND (III) CLAIMS SETTLEMENT**

Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and certain of its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), hereby file this motion (this “**Motion**”) seeking the entry of an order:

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.

(a) authorizing, but not directing,

- (i) Debtor Aerolitoral, S.A. de C.V. (“**Aerolitoral**”) to enter into an omnibus amendment agreement (the “**Pool 1&3 Omnibus Amendment Agreement**”) with NAC Aviation 25 Limited, NAC Aviation 29 Designated Activity Company, NAC Aviation 19 Limited, and Aldus Portfolio Leasing Limited (collectively, the “**Pool 1&3 Lessors**”) in connection with the 13 aircraft listed below (individually and collectively, and together with the related engines, parts, equipment, and appurtenances, the “**Pool 1&3 Aircraft**” and, collectively, the corresponding lease agreements, as amended, modified, or supplemented from time to time, the “**Pool 1&3 Aircraft Leases**”):

Description	Lessor	Lessee	Lease Agreement
Embraer model ERJ 190-100IGW airframe bearing manufacturer’s serial number 19000146 and Mexican registration mark XA-AEI	NAC Aviation 29 Designated Activity Company	Aerolitoral	Aircraft Lease Agreement, dated June 5, 2017
Embraer model ERJ 190-100IGW airframe bearing manufacturer’s serial number 19000197 and Mexican registration mark XA-GAR	NAC Aviation 29 Designated Activity Company	Aerolitoral	Aircraft Lease Agreement, dated December 20, 2013
Embraer model ERJ 190-100IGW airframe bearing manufacturer’s serial number 19000206 and Mexican registration mark XA-GAX	NAC Aviation 29 Designated Activity Company	Aerolitoral	Aircraft Lease Agreement, dated December 20, 2013
Embraer model ERJ 190-100IGW airframe bearing manufacturer’s serial number 19000151 and Mexican registration mark XA-AEN	NAC Aviation 19 Limited	Aerolitoral	Aircraft Lease Agreement, dated May 23, 2017
Embraer model ERJ 190-100IGW airframe bearing manufacturer’s serial number 19000024 and Mexican registration mark XA-ALY	NAC Aviation 19 Limited	Aerolitoral	Aircraft Lease Agreement, dated November 22, 2016
Embraer model EMB190-LR airframe bearing manufacturer’s serial number 19000121 and Mexican registration mark XA-	Aldus Portfolio Leasing Limited	Aerolitoral	Aircraft Lease Agreement, dated

AAC			September 30, 2009
Embraer model EMB190-LR airframe bearing manufacturer's serial number 19000129 and Mexican registration mark XA-BAC	Aldus Portfolio Leasing Limited	Aerolitoral	Aircraft Lease Agreement, dated October 2, 2009
Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000043 and Mexican registration mark XA-AEC	NAC Aviation 25 Limited	Aerolitoral	Aircraft Lease Agreement, dated November 22, 2016
Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000036 and Mexican registration mark XA-AEE	NAC Aviation 25 Limited	Aerolitoral	Aircraft Lease Agreement, dated December 13, 2016
Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000041 and Mexican registration mark XA-AEF	NAC Aviation 25 Limited	Aerolitoral	Aircraft Lease Agreement, dated February 7, 2017
Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000037 and Mexican registration mark XA-ALZ	NAC Aviation 25 Limited	Aerolitoral	Aircraft Lease Agreement, dated November 22, 2016
Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000068 and Mexican registration mark XA-AEH	NAC Aviation 25 Limited	Aerolitoral	Aircraft Lease Agreement, dated May 23, 2017
Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000097 and Mexican registration mark XA-AEL	NAC Aviation 25 Limited	Aerolitoral	Aircraft Lease Agreement, dated May 23, 2017

- (ii) Debtor Aerovías de México, S.A. de C.V. ("**Aerovías**" and, together with Aerolitoral, the "**Debtor Lessees**") to enter into an omnibus amendment agreement (the "**Pool 2 Omnibus Amendment Agreement**") with NAC Aviation

33 Limited (the “**Pool 2 Lessor**”) in connection with the three aircraft listed below (individually and collectively, and together with the related engines, parts, equipment, and appurtenances, the “**Pool 2 Aircraft**” and, collectively, the corresponding lease agreements, as amended, modified, or supplemented from time to time, the “**Pool 2 Aircraft Leases**”):

Description	Lessor	Lessee	Lease Agreement
Embraer model ERJ 190-100LR airframe bearing manufacturer’s serial number 19000234 and Mexican registration mark XA-FAC	NAC Aviation 33 Limited	Aerovías	Aircraft Lease Agreement, dated November 26, 2008
Embraer model ERJ 190-100LR airframe bearing manufacturer’s serial number 19000238 and Mexican registration mark XA-IAC	NAC Aviation 33 Limited	Aerovías	Aircraft Lease Agreement, dated November 26, 2008
Embraer model ERJ 190-100LR airframe bearing manufacturer’s serial number 19000248 and Mexican registration mark XA-JAC	NAC Aviation 33 Limited	Aerovías	Aircraft Lease Agreement, dated September 30, 2008

- (iii) Aerovías to enter into an omnibus amendment agreement (the “**Pool 4&5 Omnibus Amendment Agreement**” and, together with the Pool 1&3 Omnibus Amendment Agreement and the Pool 2 Omnibus Amendment Agreement, the “**Omnibus Amendment Agreements**”) with NAC Aviation 32 Limited (the “**Pool 4&5 Lessor**” and, together with the Pool 1&3 Lessors and the Pool 2 Lessor, the “**Lessors**” or “**NAC**”) in connection with the two aircraft listed below (individually and collectively, and together with the related engines, parts, equipment, and appurtenances, the “**Pool 4&5 Aircraft**” and, together with the Pool 1&3 Aircraft and the Pool 2 Aircraft, the “**Aircraft**,” and, collectively, the corresponding lease agreements for the Pool 4&5 Aircraft, as amended, modified, or supplemented from time to time, the “**Pool 4&5 Aircraft Leases**,” and, together with the Pool 1&3 Aircraft Leases and the Pool 2 Aircraft Leases, the “**Aircraft Leases**”):

Description	Lessor	Lessee	Lease Agreement
Embraer model E190-100LR airframe bearing manufacturer's serial number 19000538 and Mexican registration mark XA-ACK	NAC Aviation 32 Limited	Aerovías	Aircraft Lease Agreement, dated September 12, 2011
Embraer mod model E190-100LR airframe bearing manufacturer's serial number 19000554 and Mexican registration mark XA-ACS	NAC Aviation 32 Limited	Aerovías	Aircraft Lease Agreement, dated September 12, 2011

- (iv) authorizing, but not directing, Aerovías and Aerolitoral, as applicable, to assume the Aircraft Leases on an amended basis (collectively, the “**Amended Aircraft Leases**”) substantially in accordance with the terms and conditions set forth in the applicable Omnibus Amendment Agreement attached to the Proposed Order as Exhibits 1-3 and the form of Amended and Restated Aircraft Lease Agreement (the “**Form of Amended Aircraft Lease**”) attached to the Proposed Order as Exhibit 4; and
- (v) approving the Claims Settlement (as defined herein).

This Motion is supported by the *Declaration of Matthew Landess in Support of (A) Debtors’ Motion for Entry of an Order Authorizing Certain of the Debtors To Implement Certain Transactions with NAC, Including (I) Entry Into Omnibus Amendment Agreements, (II) Assumption (on an Amended Basis) of Certain Aircraft Leases, and (III) Claims Settlement and (B) Related Pleadings* (the “**Landess Declaration**”) filed contemporaneously herewith and incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has jurisdiction over this Motion 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.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). In addition, the Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment in connection herewith consistent with Article III of the United States Constitution.

2. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

3. By this Motion, and pursuant to sections 363, 365, 364, and 105(a) of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Bankruptcy Rules 6004, 6006, 9013, and 9019, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**” and, if entered, the “**Order**”), (a) authorizing, but not directing, Aerovías and Aerolitoral to enter into the Omnibus Amendment Agreements with NAC, (b) authorizing, but not directing, Aerovías or Aerolitoral, as applicable, to assume the Aircraft Leases on an amended basis substantially in accordance with the terms and conditions set forth in the applicable Omnibus Amendment Agreement and the Form of Amended Aircraft Lease, and (c) approving the Claims Settlement, each as further detailed herein and in the Proposed Order.

Background

A. General Background

4. On June 30, 2020 (the “**Petition Date**”), each of the Debtors filed in this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors have

continued to operate and manage their businesses and have continued to possess their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [ECF No. 30] entered by the Court on July 1, 2020 in Grupo Aeroméxico's Chapter 11 Case.²

6. On July 13, 2020, the Office of the United States Trustee for the Southern District of New York (the "**U.S. Trustee**") appointed an Official Committee of Unsecured Creditors (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code [ECF No. 92]. No trustee or examiner has been appointed in the Chapter 11 Cases.

7. Detailed information regarding the Debtors' businesses and affairs, capital structure, and the circumstances leading to the commencement of the Chapter 11 Cases can be found in the *Declaration of Ricardo Javier Sánchez Baker in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [ECF No. 20], which is incorporated herein by reference.

B. The Debtors' Fleet Optimization Process

8. As the Court is aware, the Debtors have been engaged in a multi-step process to (a) analyze their anticipated, long-term fleet and equipment needs, (b) make corresponding adjustments to the size and composition of their current operating fleet, and (c) obtain the most favorable terms for agreements relating to aircraft and equipment. In doing so, the Debtors have continued negotiating with existing lessors and potential lessors of additional aircraft and equipment to obtain the best terms available for the aircraft and equipment that will be necessary

² On July 2, 2020, the Court entered similar orders for the other Debtors on their respective case dockets. See *In re Aerovías de México, S.A. de C.V.*, No. 20-11561 (SCC) [ECF No. 4]; *In re Aerolitoral, S.A. de C.V.*, No. 20-11565 (SCC) [ECF No. 4]; *In re Aerovías Empresa de Cargo, S.A. de C.V.*, No. 20-11566 (SCC) [ECF No. 4].

for the Debtors to pursue their long-term business plan and to optimize their anticipated fleet upon emergence from the Chapter 11 Cases (the “**Operating Fleet Plan**”).

9. On July 3, 2020, the Debtors filed the *Motion for Entry of an Order (I) Authorizing Debtors to Reject Certain Aircraft Leases, Nunc Pro Tunc and (II) Approving Lease Rejection-Return Procedures* [ECF No. 52] (the “**Rejection Motion**”), pursuant to which the Debtors sought approval to reject leases relating to certain aircraft and equipment, including (a) aircraft bearing manufacturer’s serial numbers 17000087, 17000092, 17000024, and 17000025 and (b) engines bearing engine serial numbers 139295, 193300, 193308, 193307, 1393141, 193138, 193125, and 193142 (the “**Rejected Equipment**”) leased to the Debtors by certain subsidiaries of NAC. On July 23, 2020, the Court entered an order approving the Rejection Motion [ECF No. 177].

10. On September 15, 2020, the Debtors filed their *Motion for Approval of Stipulations and Orders Between Debtors and Counterparties Concerning Certain Aircraft and Engines* [ECF No. 373] (the “**Equipment Stipulation Motion**”), pursuant to which the Debtors sought approval of certain stipulations (the “**Equipment Stipulations**”) between certain Debtors and certain counterparties concerning leases of Equipment (as defined in the Equipment Stipulation Motion). The Equipment Stipulations enabled the Debtors to continue to utilize the Equipment on their operating routes and to maintain the Equipment when not being operated. Broadly speaking, the Equipment Stipulations provide for payment of (a) rent calculated based on actual usage of the Equipment (called a “power by the hour” or “PBH” arrangement), rather than a fixed monthly amount, or (b) interest only. The Court entered an order approving the Equipment Stipulation Motion [ECF No. 396] and so-ordered the underlying Equipment Stipulations [ECF Nos. 399–429, 475, 491, 502].

11. On April 22, 2021, the Debtors filed their *Motion for (I) Approval of Compromises with Boeing and Other Counterparties, (II) Authorization To (A) Enter Into Amended Aircraft Purchase Agreement with Boeing and (B) Enter into Agreements with Other Counterparties related to the Boeing Transaction, (III) Approval of the Assumption of Such Amended Agreements, as Applicable, and (IV) Approval To Settle Certain Prepetition Claims of Counterparties* [ECF No. 1108] (the “**Boeing Motion**”) and their *Motion for (I) Authorization To (A) Enter Into New Aircraft Lease Agreements and (B) Amend and Assume Certain Existing Aircraft Lease Agreements, and (II) Approval of Compromise Regarding Prepetition Claims with Air Lease Corporation* [ECF No. 1113] (the “**Air Lease Motion**”). The Court approved both the Boeing Motion and the Air Lease Motion at a hearing on April 30, 2021,³ and subsequently entered each of the orders related thereto.⁴ Pursuant to such orders, the Debtors (a) added 28 new aircraft to their fleet, including 20 new Boeing 737 MAX aircrafts, (b) assumed agreements relating to 18 existing aircraft, and (c) settled the allowed amounts of unsecured claims of certain counterparties with respect to such equipment.

12. The Court has also entered additional orders authorizing the Debtors to either enter into new aircraft leases and/or assume existing aircraft and equipment leases on an amended basis. *See* ECF Nos. 984, 1100, 1544, 1572–73, 1659, 1693, 1759, 1891, 1932, 1939, 1941, 2004, 2006, 2024.

C. The Omnibus Amendment Agreements

13. Over the last several months, the Debtors have continued negotiating with existing lessors and potential lessors of additional aircraft and equipment to obtain the best terms

³ *See* Apr. 30, 2021 Hr’g Tr. 29:17–23; 37:13–16.

⁴ *See* ECF Nos. 1141–42, 1145, 1154, 1156–57, 1160–62.

available for the aircraft and equipment that will be necessary for the Debtors to pursue the Operating Fleet Plan and to optimize their anticipated fleet upon emergence from the Chapter 11 Cases.

14. As a result of arm's length and good faith negotiations, the Debtors have reached agreements with the Lessors to (a) assume the Aircraft Leases relating to the Aircraft, which the Debtor Lessees currently operate as part of the Debtors' existing fleet, each on an amended basis on terms and conditions substantially consistent with (i) the applicable Omnibus Amendment Agreement and the Form of Amended Aircraft Lease and (ii) the summaries of the material terms of the Amended Aircraft Leases attached hereto as **Exhibit B** and (b) reaffirm Aerovías' guaranty of Aerolitoral's obligations under its Aircraft Leases (the "**Guaranty**"). By agreeing to such terms, the Debtors have achieved certainty in maintaining the Aircraft in their fleet on terms that fit the Debtors' short- and long-term needs and with improved terms, conditions, and near-term cash flow projections as compared to the existing Aircraft Leases.

15. Furthermore, the Lessors and the Debtor Lessees agree that, subject to the applicable Debtor Lessee's continued compliance with the terms of its Aircraft Leases and the corresponding Equipment Stipulation, the assumption of the Aircraft Leases, each on an amended basis substantially in accordance with the terms and conditions set forth in the applicable Omnibus Amendment Agreement and the Form of Amended Lease (and to be set forth in the Amended Aircraft Leases), will not give rise to an obligation to make any cash payments at the time of assumption to cure any defaults under the Aircraft Leases under section 365(b)(1)(A) of the Bankruptcy Code.

D. Claims Settlement

16. In conjunction with the transactions contemplated by the Omnibus Amendment

Agreements, the Debtors seek to resolve any and all claims (including guaranty claims) against the Debtors relating to the Aircraft, the Aircraft Leases, or the Rejected Equipment belonging to the Lessors or any of their affiliates (collectively, the “**Claimants**”) in the Chapter 11 Cases (collectively, the “**Claims Settlement**” and, together with the Omnibus Amendment Agreements and the Guaranty, the “**NAC Transactions**”). To this end, the parties have agreed that the Lessors, on behalf of themselves and all other Claimants, will have allowed non-priority general unsecured prepetition claims against the Debtor Lessees on account of all claims belonging to the Claimants in respect of the Aircraft, the Aircraft Leases, or the Rejected Equipment against the Debtors in the Chapter 11 Cases as follows:

<u>Claimant</u>	<u>Debtor</u>	<u>Claim Treatment</u>	<u>Allowed Claim Amount</u>
Aldus Portfolio Leasing Limited	Aerolitoral	Allowed	\$4,845,693.14
Aldus Portfolio Leasing Limited	Aerovías	Allowed	\$4,845,693.14
Aldus Portfolio Leasing Limited	Aerolitoral	Allowed	\$3,440,651.03
Aldus Portfolio Leasing Limited	Aerovías	Allowed	\$3,440,651.03
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$5,186,145.72
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$5,186,145.72
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$5,045,978.77
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$5,045,978.77
NAC Aviation 19 Limited	Aerolitoral	Allowed	\$4,825,578.33
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$5,177,954.63
NAC Aviation 25 Limited	Aerovías	Allowed	\$5,177,954.63
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$2,701,866.50
NAC Aviation 25 Limited	Aerovías	Allowed	\$2,701,866.50
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$2,510,284.28
NAC Aviation 25 Limited	Aerovías	Allowed	\$2,510,284.28
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$3,364,175.30
NAC Aviation 25 Limited	Aerovías	Allowed	\$3,364,175.30
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$6,473,627.91
NAC Aviation 25 Limited	Aerovías	Allowed	\$6,473,627.91
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$6,087,849.50
NAC Aviation 25 Limited	Aerovías	Allowed	\$6,087,849.50
Aldus Portfolio Leasing Limited	Aerovías	Allowed	\$3,151,049.79

Aldus Portfolio Leasing Limited	Aerolitoral	Allowed	\$3,151,049.79
Aldus Portfolio Leasing Limited	Aerovías	Allowed	\$6,251,882.18
Aldus Portfolio Leasing Limited	Aerolitoral	Allowed	\$6,251,882.18
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$9,560,265.86
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$9,560,265.86
NAC Aviation 19 Limited	Aerolitoral	Allowed	\$6,729,341.86
NAC Aviation 19 Limited	Aerovías	Allowed	\$6,729,341.86
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$3,470,415.12
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$3,470,415.12
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$8,002,811.28
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$8,002,811.28
NAC Aviation 33 Limited	Aerovías	Allowed	\$6,370,291.14
NAC Aviation 33 Limited	Aerovías	Allowed	\$10,494,363.91
NAC Aviation 33 Limited	Aerovías	Allowed	\$5,742,046.12
NAC Aviation 32 Limited	Aerovías	Allowed	\$2,532,036.66
NAC Aviation 32 Limited	Aerolitoral	Allowed	\$2,532,036.66
NAC Aviation 32 Limited	Aerovías	Allowed	\$2,244,155.38
NAC Aviation 32 Limited	Aerolitoral	Allowed	\$2,244,155.38
Total			\$200,984,649.32

17. The amounts of the Claims Settlement shall constitute the only claims of the Claimants against the Debtors relating to the Aircraft, the Aircraft Leases, or the Rejected Equipment in the Chapter 11 Cases, subject to the applicable Debtor Lessee's continued compliance with the Equipment Stipulation pending the assumption of the Aircraft Lease on an amended basis. Notably, entry into the Omnibus Amendment Agreements and the Claims Settlement does not result in any additional claim amounts being asserted or allowed against the Debtors or their estates.

18. In determining to enter into the NAC Transactions, the Debtors consulted with the respective advisors to Apollo Management Holdings, L.P. (on behalf of one or more affiliates

and/or funds or separate accounts managed by it and its affiliates (such lenders collectively, the “**DIP Lenders**”)), the Committee, the Ad Hoc Group of Senior Noteholders,⁵ and the Ad Hoc Group of Unsecured Claimholders,⁶ none of which expressed opposition to the relief requested herein.

Basis for Relief

A. The Court Should Authorize the Entry into the Omnibus Amendment Agreements and Assumption of the Aircraft Leases (on an Amended Basis) under Sections 365, 363(b), 364, and 105(a) of the Bankruptcy Code

19. Section 365 of the Bankruptcy Code allows a debtor in possession (with bankruptcy court approval) to maximize the value of its estates by, among other things, assuming executory contracts and unexpired leases. 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993). An executory contract is a “contract under which the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing performance of the other.” *Sharon Steel Corp. v. Nat’l Fuel Gas Distribution Corp.*, 872 F.2d 36, 39 (3d Cir. 1989) (citations omitted); *see also In re Keren Ltd. P’ship*, 225 B.R. 303, 307 (S.D.N.Y. 1997), *aff’d*, 189 F.3d 86 (2d Cir. 1999).

20. In determining whether to permit a debtor to assume or reject a contract or lease, “the debtor’s interests are paramount.” *COR Route 5 Co. v. Penn Traffic Co. (In re Penn Traffic Co.)*, 524 F.3d 373, 383 (2d Cir. 2008). Accordingly, the decision to assume or reject an

⁵ As used in this Motion, “Ad Hoc Group of Senior Noteholders” refers to the group identified in the *Third Amended Verified Statement of the Ad Hoc Group of Senior Noteholders Pursuant to Bankruptcy Rule 2019* [ECF No. 1731].

⁶ As used in this Motion, “Ad Hoc Group of Unsecured Claimholders” refers to the group identified in the *First Amended Verified Statement of the Ad Hoc Group of Unsecured Claimholders Pursuant to Bankruptcy Rule 2019* [ECF No. 1733].

executory contract or unexpired lease is governed by the business judgment rule, which requires that a debtor determine that the requested assumption would be beneficial to its estates. *See Grp. of Institutional Invs. v. Chicago, M., St. P. & P. R. Co.*, 318 U.S. 523, 550 (1943) (finding that the question of assumption “is one of business judgment”); *In re Penn Traffic*, 524 F.3d at 383 (same); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009) (same); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006) (same).

21. In considering a motion to assume or reject an executory contract or unexpired lease, a debtor “should examine a contract and the surrounding circumstances and apply its best ‘business judgment’ to determine if [assumption] would be beneficial or burdensome to the estate.” *In re Orion Pictures Corp.*, 4 F.3d at 1099; *see also In re Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18 (2d Cir. 1996); *In re Gucci*, 193 B.R. 411, 415 (S.D.N.Y. 1996). A debtor’s decision to assume an executory contract or unexpired lease based on its business judgment will generally not be disturbed absent a showing of “bad faith or abuse of business discretion.” *In re Old Carco*, 406 B.R. at 188 (quoting *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff’d sub nom. John Forsyth Co., Inc. v. G Licensing, Ltd.*, 187 B.R. 111 (S.D.N.Y. 1995)); *see also In re MF Global Inc.*, No. 11-2790 (MG), 2011 WL 6792758, at *2 (Bankr. S.D.N.Y. Dec. 20, 2011) (“The assumption or rejection of an executory contract may be approved if such action would benefit the debtor’s estate and is an exercise of sound business judgment.”); *In re Chipwich, Inc.*, 54 B.R. 427, 430–31 (Bankr. S.D.N.Y. 1985). The party opposing a debtor’s exercise of its business judgment has the burden of rebutting the presumption of validity. *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993).

22. Upon finding that the debtor has exercised its sound business judgment in determining that the assumption of a contract or lease is in the best interests of the debtor, its creditors, and all parties in interest, the court should approve the assumption under section 365(a) of the Bankruptcy Code. *See, e.g., In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992); *In re Gucci*, 193 B.R. at 417.

23. Moreover, section 105(a) of the Bankruptcy Code confers the Court with broad equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

24. Further, to the extent that entry into the Omnibus Amendment Agreements uses estate property, such use is a justified exercise of the Debtors’ business judgment, pursuant to section 363 of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code empowers a court to allow a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). A debtor’s decision to use, sell, or lease assets outside the ordinary course of business must be based upon the sound business judgment of the debtor. *See Official Comm. of Unsecured Creditors of LTV Aerospace and Defense Co. v. LTV Corp. (In re Chateaugay Corp.)*, 973 F.2d 141, 143 (2d Cir. 1992) (holding that “a judge determining a § 363(b) application [must] expressly find from the evidence presented before him . . . a good business reason to grant such an application”); *see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (same); *In re Glob. Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 674 (Bankr. S.D.N.Y. 1989) (noting that the standard for determining a motion under section 363(b) of the Bankruptcy Code is “good business reason”).

25. The business judgment rule is satisfied “when the following elements are present:

‘(1) a business decision, (2) disinterestedness, (3) due care, (4) good faith, and (5) according to some courts and commentators, no abuse of discretion or waste of corporate assets.’” *In re Integrated Res., Inc.*, 147 B.R. at 656 (citations omitted). In fact, “[o]nce a debtor has articulated a valid business justification under section 363, a presumption arises that the debtor’s decision was made on an informed basis, in good faith, and in the honest belief that the action was in the best interest of the Debtors,” see *In re Residential Cap., LLC*, No. 12-12020, 2013 WL 3286198, at *18 (Bankr. S.D.N.Y. June 27, 2013) (citations omitted), and “courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986).

26. Lastly, to the extent that entry into the Pool 1&3 Omnibus Amendment Agreement implicates section 364 of the Bankruptcy Code given the reaffirmation of Guaranty, the Debtors’ have established that entry into the Pool 1&3 Omnibus Amendment Agreement is in the best interests of the Debtors’ estates, their creditors, and all other parties in interest, which is sufficient to satisfy the standard for relief under section 364 of the Bankruptcy Code. Provided that an agreement to obtain post-petition credit is consistent with the provisions of, and policies underlying, the Bankruptcy Code, courts grant a debtor considerable deference in exercising its sound business judgment in obtaining such credit. See, e.g., *In re Latam Airlines Grp. S.A.*, 620 B.R. 722, 768 (Bankr. S.D.N.Y. 2020) (“Generally, in evaluating the merits of proposed post-petition financing, courts will defer to a debtor’s business judgment provided that the financing does not unduly benefit a party in interest at the expense of the estate.”) (citations omitted); *In re Barbara K. Enters., Inc.*, No. 08-11474 (MG), 2008 WL 2439649, at *14 (Bankr. S.D.N.Y. June 16, 2008) (“The Court is aware that its normal function in reviewing requests for post-petition

financing is to defer to a debtor's own business judgment so long as a request for financing does not 'leverage the bankruptcy process' and unfairly cede control of the reorganization to one party in interest.") (citing *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990)).

27. The Debtors respectfully submit that the relief requested herein is fair, equitable, reasonable, the product of the Debtors exercising their sound business judgment, and in the best interests of the Debtors' estates and is, thus, justified under sections 105(a), 363(b), 364, and 365(a) of the Bankruptcy Code. As described above and in the Landess Declaration, the Debtors are seeking to reset their fleet and attendant costs to a market level. As part of this process, the Debtors are evaluating their fleet of aircraft and equipment, reviewing the relevant underlying leases and agreements, and, to the extent prudent, negotiating amendments to such leases and agreements for aircraft and equipment that the Debtors desire to maintain. In doing so, the Debtors compared the Aircraft Leases and the Aircraft to available alternatives and ultimately negotiated (at arm's length, in good faith, and in consultation with their key stakeholders) new economically favorable terms, as set forth in the Omnibus Amendment Agreements and the Form of Amended Aircraft Lease, that are in line with the Operating Fleet Plan. In addition, the Omnibus Amendment Agreements, and the amendments to the Aircraft Leases contemplated therein, will (a) create operational flexibility for the Debtors, as they allow the Debtors to retain and operate 18 existing aircraft in their fleet, and (b) position the Debtors to potentially reject other costly aircraft or equipment that are not as attractive for the long term fleet. Finally, the Debtors have determined (based on the exercise of their sound business judgment) that the terms of the Amended Aircraft Leases represent the best available transactions under the circumstances (*i.e.*, the Chapter 11 Cases), but also would be commercially beneficial transactions irrespective of such circumstances (and are superior to at least some of their prepetition aircraft leases).

28. In light of the foregoing, and for the reasons detailed in the Landess Declaration, the Debtors respectfully submit that the approval of the Omnibus Amendment Agreements and the assumption of the Aircraft Leases on an amended basis, substantially in accordance with the terms and conditions set forth in the applicable Omnibus Amendment Agreement and the Form of Amended Aircraft Lease, (a) would be the result of the Debtors exercising their sound business judgment in accordance with their fiduciary duties, (b) would be in the best interests of their estates and economic stakeholders, (c) would further serve to maximize value for the benefit of all creditors, and (d) represent the best available transactions under the circumstances of the Chapter 11 Cases. Accordingly, the Debtors respectfully request that the Court authorize, but not direct, the Debtor Lessees to enter into the Omnibus Amendment Agreements, to assume the Aircraft Leases on an amended basis substantially in accordance with the terms and conditions set forth in the applicable Omnibus Amendment Agreement and the Form of Amended Aircraft Lease, and to perform all of the obligations under the Omnibus Amendment Agreements and the Amended Aircraft Leases.

B. The Court Should Approve the Claims Settlement Under Bankruptcy Rule 9019

29. By this Motion, the Debtors also seek approval of the Claims Settlement between the Claimants and the Debtors, which includes (a) the allowance of the Allowed Claims in the amounts set forth herein and (b) the expungement of all other claims belonging to the Claimants against the Debtors relating to the Aircraft, the Aircraft Leases, or the Rejected Equipment in the Chapter 11 Cases.

30. A court should exercise its discretion to approve settlements “in light of the general public policy favoring settlements.” *In re Hibbard Brown & Co.*, 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998). Indeed, courts in this district have made clear that “[a]s a general

matter, ‘settlements and compromises are favored in bankruptcy as they minimize costly litigation and further parties’ interests in expediting the administration of the bankruptcy estate.’” *In re Republic Airways Holdings, Inc.*, No. 16-10429 (SHL), 2016 WL 2616717, at *3 (Bankr. S.D.N.Y. May 4, 2016) (citing *In re Dewey & LeBouef LLP*, 478 B.R. 626, 640 (Bankr. S.D.N.Y. 2012)); *see also Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 455 (2d Cir. 2007). Under Bankruptcy Rule 9019 and governing case law, a court should approve a compromise or settlement where it makes an independent determination that the compromise or settlement is fair and equitable, reasonable, and in the best interests of the debtor’s estate. *See, e.g., In re Republic Airways*, 2016 WL 2616717, at *3; *see also Air Line Pilots Ass’n, Int’l v. Am. Nat’l Bank & Trust Co. of Chi. (In re Ionosphere Clubs, Inc.)*, 156 B.R. 414, 426 (S.D.N.Y. 1993); *Nellis v. Shugrue*, 165 B.R. 115, 122–23 (S.D.N.Y. 1994). In so doing, a court may consider the opinions of the trustee or debtor in possession that the settlement is fair and equitable. *See Nellis*, 165 B.R. at 122; *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993).

31. Furthermore, when assessing whether or not to approve a settlement, “the court need not conduct a ‘mini-trial’ to determine the merits of the underlying litigation” nor decide the issues of law or fact raised by the settlement. *See In re Purofied Down Prods.*, 150 B.R. at 522. Instead, a court should “canvass the issues and see whether the settlement fall[s] below the lowest point in the range of reasonableness.” *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983) (alteration in original) (citations omitted). In this regard, courts have found that “[t]he ‘reasonableness’ of [a] settlement depends upon all factors, including probability of success, the length and cost of the litigation, and the extent to which the settlement

is truly the product of ‘arms-length’ bargaining, and not fraud or collusion.” *In re Ionosphere Clubs, Inc.*, 156 B.R. at 428.

32. The Debtors respectfully submit that the Claims Settlement satisfies the range of reasonableness test described above. Rather than engage in costly and value-destructive litigation over the applicable Debtors Lessee’s obligations to the Claimants under the respective Aircraft Leases and the leases relating to the Rejected Equipment, the amounts of the Claimants’ claims, and any amounts mitigating the quantum of those claims, the parties negotiated consensual resolutions settling on \$200,984,649.32 with respect to the claims held by the Claimants as the agreed aggregate amount of the Claims Settlement. Any efforts by the Debtors, through litigation or otherwise, to resolve such disputes would be time consuming and expensive, and would delay any distribution to the creditor beneficiaries of the Debtors’ estates. A failure to resolve the matters at issue at this time could negatively impact the Debtors and their estates. The Claims Settlement is the product of arm’s length and good faith bargaining among the separate and independent advisors of the parties that will (a) eliminate the need for a costly claims dispute and (b) unlock distributable value for the Debtors’ unsecured creditors by liquidating the Claimants’ claims against the Debtors. Lastly, a number of the Debtors’ key stakeholders, including the respective advisors to the Committee, the Ad Hoc Group of Senior Noteholders, and the Ad Hoc group of Unsecured Claimholders, have no objection to the relief requested herein. Accordingly, the Debtors respectfully submit that the proposed Claims Settlement is fair and equitable, would be in the best interests of the Debtors’ estates, creditors, and other stakeholders, and should be approved.

Notice

33. Notice of this Motion will be provided to the following parties: (a) the entities on the Master Service List (as defined in the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [ECF No. 79], which is available on the Debtors' case website at <https://dm.epiq11.com/case/aeromexico/info>); (b) the U.S. Trustee; (c) counsel to the Committee; (d) counsel to the DIP Lenders; (e) counsel to the Ad Hoc Group of Senior Noteholders; and (f) any person or entity with a particularized interest in the subject matter of this Motion. The Debtors respectfully submit that no other or further notice is required.

No Prior Request

34. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court deems just and proper.

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Dated: November 2, 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
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Marshall S. Huebner
Timothy Graulich
Steven Z. Szanzer
Thomas S. Green

*Counsel to the Debtors
and Debtors in Possession*

Exhibit A to Motion

Proposed Order

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

In re:

**GRUPO AEROMÉXICO, S.A.B. de C.V., et al.,
Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**ORDER AUTHORIZING CERTAIN OF THE DEBTORS
TO IMPLEMENT CERTAIN TRANSACTIONS WITH NAC, INCLUDING
(I) ENTRY INTO OMNIBUS AMENDMENT AGREEMENTS, (II)
ASSUMPTION (ON AN AMENDED BASIS) OF CERTAIN AIRCRAFT
LEASES, AND (III) CLAIMS SETTLEMENT**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), (a) authorizing, but not directing, Aerovías and Aerolitoral to enter into the Omnibus Amendment Agreements substantially in the forms attached hereto as **Exhibit 1-3**, (b) authorizing, but not directing, Aerovías and Aerolitoral, as applicable, to assume the Aircraft Leases on an amended basis substantially in accordance with the terms and conditions set forth in the applicable Omnibus Amendment Agreement and the Form of Amended Aircraft Lease attached hereto as **Exhibit 4**, and (c) approving the Claims Settlement, each 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-*

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.

431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the notice parties identified in the Motion; such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion [and held a hearing to consider the relief requested in the Motion on September 17, 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. Pursuant to sections 363(b) and 364 of the Bankruptcy Code, (a) the Omnibus Amendment Agreements are hereby approved, (b) Aerovías and Aerolitoral are authorized (but not directed) to enter into, and to pay all amounts and otherwise perform all obligations under, the Omnibus Amendment Agreements, including, without limitation, amending the Aircraft Leases substantially in accordance with the terms set forth in the applicable Omnibus Amendment Agreement and the Form of Amended Aircraft Lease, to the extent applicable, and (c) Aerovías reaffirms the guaranty of

Aerolitoral's obligations under its Amended Aircraft Leases, which is in the best interest of the Debtors and their estates.

3. Pursuant to and in accordance with section 365 of the Bankruptcy Code, Aerovías and Aerolitoral, as applicable, are authorized (but not directed), substantially in accordance with the terms and conditions set forth in the applicable Omnibus Amendment Agreements, to (a) assume each Aircraft Lease (along with the other Transaction Documents (as defined in the applicable Amended Aircraft Lease) effective as of the date of the effective date of the applicable Omnibus Amendment Agreement and (b) pay all amounts and otherwise perform all obligations under the Amended Aircraft Leases in accordance with the terms thereof. Upon the effectiveness of the Omnibus Amendment Agreements, in accordance with their terms, the Amended Aircraft Leases (along with the other Transaction Documents (as defined in the applicable Amended Aircraft Lease) shall be deemed assumed by the Debtor Lessees, as applicable, without the need for further notice or action by the Debtor Lessees or the applicable Lessor or a further order of the Court.

4. Subject to the applicable Debtor Lessee's continued compliance with the terms of its Aircraft Leases and the corresponding Equipment Stipulation, the Debtor Lessee shall pay \$0.00 to the applicable Lessor (inclusive of its affiliates) in satisfaction of its obligation to cure any defaults under its Aircraft Leases in accordance with section 365(b)(1)(A) of the Bankruptcy Code.

5. The Lessors and Debtor Lessees, as applicable, are authorized (but not directed) to execute, deliver, provide, implement, and fully perform any and all applicable obligations, instruments, and papers provided for or contemplated in the

Omnibus Amendment Agreements and the Amended Aircraft Leases and to take any and all actions to implement the Omnibus Amendment Agreements and the Amended Aircraft Leases in accordance with the terms thereof.

6. From and after the effective date of each Amended Aircraft Leases, the obligations of Aerovías and Aerolitoral, as applicable, under such applicable Amended Aircraft Lease shall constitute administrative expenses of the Debtors' estates pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

7. The Claims Settlement is (a) integral and necessary to the NAC Transaction, (b) supported by reasonable consideration, (c) fair and equitable and in the best interest of the Debtors' estates, and (d) permitted by the Bankruptcy Code, and thus, is hereby approved pursuant to Bankruptcy Rule 9019(a) and shall be binding on the Debtors and the Claimants.

8. In accordance with the Claims Settlement, and subject to the applicable Debtor Lessee's continued compliance with the terms of its Aircraft Leases and the corresponding Equipment Stipulation, the following Claimants shall be allowed the following non-priority general unsecured claims (the "**Allowed Claims**") on account of any and all claims against the Debtors in the Chapter 11 Cases relating to the Aircraft, the Aircraft Leases, or the Rejected Equipment belonging to the Claimants:

<u>Claimant</u>	<u>Debtor</u>	<u>Claim Treatment</u>	<u>Allowed Claim Amount</u>
Aldus Portfolio Leasing Limited	Aerolitoral	Allowed	\$4,845,693.14
Aldus Portfolio Leasing Limited	Aerovías	Allowed	\$4,845,693.14
Aldus Portfolio Leasing Limited	Aerolitoral	Allowed	\$3,440,651.03
Aldus Portfolio Leasing Limited	Aerovías	Allowed	\$3,440,651.03
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$5,186,145.72
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$5,186,145.72
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$5,045,978.77
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$5,045,978.77
NAC Aviation 19 Limited	Aerolitoral	Allowed	\$4,825,578.33
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$5,177,954.63
NAC Aviation 25 Limited	Aerovías	Allowed	\$5,177,954.63
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$2,701,866.50
NAC Aviation 25 Limited	Aerovías	Allowed	\$2,701,866.50
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$2,510,284.28
NAC Aviation 25 Limited	Aerovías	Allowed	\$2,510,284.28
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$3,364,175.30
NAC Aviation 25 Limited	Aerovías	Allowed	\$3,364,175.30
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$6,473,627.91
NAC Aviation 25 Limited	Aerovías	Allowed	\$6,473,627.91
NAC Aviation 25 Limited	Aerolitoral	Allowed	\$6,087,849.50
NAC Aviation 25 Limited	Aerovías	Allowed	\$6,087,849.50
Aldus Portfolio Leasing Limited	Aerovías	Allowed	\$3,151,049.79
Aldus Portfolio Leasing Limited	Aerolitoral	Allowed	\$3,151,049.79
Aldus Portfolio Leasing Limited	Aerovías	Allowed	\$6,251,882.18
Aldus Portfolio Leasing Limited	Aerolitoral	Allowed	\$6,251,882.18
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$9,560,265.86
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$9,560,265.86
NAC Aviation 19 Limited	Aerolitoral	Allowed	\$6,729,341.86
NAC Aviation 19 Limited	Aerovías	Allowed	\$6,729,341.86
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$3,470,415.12
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$3,470,415.12
NAC Aviation 29 Designated Activity Company	Aerolitoral	Allowed	\$8,002,811.28
NAC Aviation 29 Designated Activity Company	Aerovías	Allowed	\$8,002,811.28
NAC Aviation 33 Limited	Aerovías	Allowed	\$6,370,291.14

NAC Aviation 33 Limited	Aerovías	Allowed	\$10,494,363.91
NAC Aviation 33 Limited	Aerovías	Allowed	\$5,742,046.12
NAC Aviation 32 Limited	Aerovías	Allowed	\$2,532,036.66
NAC Aviation 32 Limited	Aerolitoral	Allowed	\$2,532,036.66
NAC Aviation 32 Limited	Aerovías	Allowed	\$2,244,155.38
NAC Aviation 32 Limited	Aerolitoral	Allowed	\$2,244,155.38
Total			\$200,984,649.32

For the avoidance of doubt, the foregoing Allowed Claims shall constitute the only pre-assumption claims relating to the Aircraft, the Aircraft Leases, or the Rejected Equipment in the Chapter 11 Cases (or any subsequent chapter 7 case in the event of conversion). None of the Allowed Claims shall be (either directly or indirectly) subject to any challenge, objection, counterclaim, or offset for any reason, or subject to any objection or avoidance or recovery action under section 502(d), 542, 544, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code.

9. The parties recognize and agree that the Allowed Claims arise solely from rental claims under the associated Aircraft Leases. Accordingly, as an express term of the Claim Settlement relating to the Allowed Claims, the Debtor Lessees hereby agree that they shall apply the 1% withholding rate available for rent-based claims (or the lowest applicable withholding rate available for rent-based claims), unless otherwise required under applicable law.

10. In accordance with the Claims Settlement, any and all other claims against the Debtors in the Chapter 11 Cases relating to the Aircraft, the Aircraft Leases, or the Rejected Equipment are hereby deemed withdrawn (collectively, the “**Withdrawn Claims**”), including, without limitation, the following claims:

<u>Claim Number</u>	<u>Claimant</u>	<u>Debtor</u>	<u>Claim Treatment</u>
558	Aldus Portfolio Leasing Limited	Aerolitoral	Withdrawn
439	Aldus Portfolio Leasing Limited	Aerovías	Withdrawn
559	Aldus Portfolio Leasing Limited	Aerolitoral	Withdrawn
438	Aldus Portfolio Leasing Limited	Aerovías	Withdrawn
560	NAC Aviation 29 Designated Activity Co	Aerolitoral	Withdrawn
440	NAC Aviation 29 Designated Activity Co	Aerovías	Withdrawn
470	NAC Aviation 29 Designated Activity Co	Aerovías	Withdrawn
557	NAC Aviation 29 Designated Activity Co	Aerolitoral	Withdrawn
561	NAC Aviation 29 Designated Activity Co	Aerolitoral	Withdrawn
442	NAC Aviation 29 Designated Activity Co	Aerovías	Withdrawn
471	NAC Aviation 29 Designated Activity Co	Aerovías	Withdrawn
555	NAC Aviation 29 Designated Activity Co	Aerolitoral	Withdrawn
569	NAC Aviation 19 Limited	Aerolitoral	Withdrawn
554	NAC Aviation 25 Limited	Aerolitoral	Withdrawn
443	NAC Aviation 25 Limited	Aerovías	Withdrawn
550	NAC Aviation 25 Limited	Aerolitoral	Withdrawn
450	NAC Aviation 25 Limited	Aerovías	Withdrawn
553	NAC Aviation 25 Limited	Aerolitoral	Withdrawn
444	NAC Aviation 25 Limited	Aerovías	Withdrawn
556	NAC Aviation 25 Limited	Aerolitoral	Withdrawn
441	NAC Aviation 25 Limited	Aerovías	Withdrawn
563	NAC Aviation 25	Aerolitoral	Withdrawn

	Limited		
465	NAC Aviation 25 Limited	Aerovías	Withdrawn
565	NAC Aviation 25 Limited	Aerolitoral	Withdrawn
467	NAC Aviation 25 Limited	Aerovías	Withdrawn
448	Aldus Portfolio Leasing Limited	Aerovías	Withdrawn
552	Aldus Portfolio Leasing Limited	Aerolitoral	Withdrawn
449	Aldus Portfolio Leasing Limited	Aerovías	Withdrawn
551	Aldus Portfolio Leasing Limited	Aerolitoral	Withdrawn
564	NAC Aviation 29 Designated Activity Co	Aerolitoral	Withdrawn
466	NAC Aviation 29 Designated Activity Co	Aerovías	Withdrawn
567	NAC Aviation 19 Limited	Aerolitoral	Withdrawn
472	NAC Aviation 19 Limited	Aerovías	Withdrawn
566	NAC Aviation 29 Designated Activity Co	Aerolitoral	Withdrawn
468	NAC Aviation 29 Designated Activity Co	Aerovías	Withdrawn
568	NAC Aviation 29 Designated Activity Co	Aerolitoral	Withdrawn
473	NAC Aviation 29 Designated Activity Co	Aerovías	Withdrawn
445	NAC Aviation 33 Limited	Aerovías	Withdrawn
446	NAC Aviation 33 Limited	Aerovías	Withdrawn
447	NAC Aviation 33 Limited	Aerovías	Withdrawn
451	NAC Aviation 32 Limited	Aerovías	Withdrawn
549	NAC Aviation 32 Limited	Aerolitoral	Withdrawn

11. The Allowed Claims shall be automatically allowed, and the Withdrawn Claims shall be automatically withdrawn, upon the effectiveness of the applicable Omnibus Amendment Agreements, and no further notice or action shall be required of any Lessor, any other Claimant, or the Debtors to effectuate the allowance or withdrawal, as applicable, of such claims upon such occurrence. From and after the effective date of each Omnibus Amendment Agreement, Epiq Corporate Restructuring, LLC is authorized to update the claims register to reflect the terms of this Order, including, among other things, reflecting the allowance of the applicable Allowed Claims and the withdrawal of the applicable Withdrawn Claims as set forth in this Order

12. 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 Lessors, all other Claimants, and all other persons asserting interests in the Aircraft or the Aircraft Leases.

13. 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.

14. 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, the Omnibus Amendment Agreements, and the Amended Aircraft Leases.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to Proposed Order

Pool 1&3 Omnibus Amendment Agreement

Final Draft - #3902458.1

OMNIBUS AMENDMENT AGREEMENT

THIS OMNIBUS AMENDMENT AGREEMENT (this “**Agreement**”) is made and entered into as of [•] day of [•], 2021 (the “**Effective Date**”) by and among:

- (A) NAC AVIATION 25 LIMITED, NAC AVIATION 29 DESIGNATED ACTIVITY COMPANY, NAC AVIATION 19 LIMITED, and ALDUS PORTFOLIO LEASING LIMITED (each a “**Lessor**” and collectively, the “**Lessors**”) and
- (B) AEROVÍAS DE MÉXICO, S.A. DE C.V. (“**Aeromexico**”) and AEROLITORAL, S.A. DE C.V. (“**Aerolitoral**”; collectively with Aeromexico, the “**Lessees**”).

(each individually referred to as a “**Party**” and collectively as the “**Parties**”).

Recitals

- A. On June 30, 2020, Grupo Aeromexico, S.A.B. de C.V., Aeromexico, Aerolitoral and certain of their affiliates (collectively, the “**Debtors**”) filed petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. 101 et seq. (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) seeking relief under Chapter 11 of the United States Bankruptcy Code jointly administered under the case captioned Grupo Aeroméxico, S.A.B. de C.V., Case No. 20-11563 (SCC) (Jointly Administered) (the “**Bankruptcy Cases**”).
- B. Aeromexico and Aerolitoral are lessees under existing leases with the Lessors for the Aircraft described on Appendix 1, which leases are subject to certain events of default by virtue of the commencement of the Bankruptcy Cases.
- C. The parties to this Agreement have negotiated and executed amended and restated lease agreements (referred to herein as the Leases) with respect to the Aircraft, together with this Agreement, and the parties wish to obtain all necessary approvals from the Bankruptcy Court in order to make the Leases effective and deliver the Aircraft pursuant to the Leases, together with taking the other steps contemplated by this Agreement.
- D. In consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1 DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings for all purposes of this Agreement and such meanings shall apply to both the singular and the plural forms of the terms defined:

“**Affiliated Debtor**” has the meaning set forth in Section 3.2 of this Agreement.

“Aircraft” means, individually and collectively, the aircraft described on Appendix 1 to this Agreement.

“Aircraft Pool” means the Aircraft subject to each Lease which are grouped into Aircraft Pool 1 or Aircraft Pool 3, as applicable, as more particularly described on Appendix 1 attached hereto, based on the ownership and financing associated with such Aircraft.

“Aircraft Pool 1” means, collectively, the Aircraft described as a part of Aircraft Pool 1 on Appendix 1 attached hereto.

“Aircraft Pool 3” means, collectively, the Aircraft described as a part of Aircraft Pool 3 on Appendix 1 attached hereto.

“Airframe” has the meaning set forth in each Lease.

“Allowed Claims” has the meaning set forth in Section 3.2 of this Agreement.

“Approval Order” means an order of the Bankruptcy Court that, *inter alia*, which (a) approves this Agreement and the other Lease Documents and the transactions contemplated under such Lease Agreements, (b) authorizes the assumption of the Original Leases, as amended by this Agreement, the Leases and the other Lease Documents, pursuant to Section 365 of the Bankruptcy Code, (c) authorizes and directs the Lessee’s execution, delivery and performance of this Agreement, the other Lease Documents and, as applicable, the Transaction Documents (as that term is defined in each Lease) with respect to each Aircraft and Lease and the Lessee’s compliance with the terms and obligations therein, (d) approves the treatment of this Agreement, the other Lease Documents and the other Transaction Documents (as that term is defined in each Lease) with respect to each Aircraft, Lease and Original Lease in the Bankruptcy Cases as set forth in Article 3 of this Agreement; and (e) is otherwise in form and substance reasonably acceptable to the Parties hereto. The initial form of the Approval Order is set forth in Exhibit __ hereto, with any changes to such form required to be in form and substance reasonably acceptable to the Parties hereto, which consent shall not be unreasonably withheld or delayed.

“Bankruptcy Cases” has the meaning ascribed to such term in the recitals hereto.

“Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

“Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

“Debtors” has the meaning ascribed to such term in the recitals hereto.

“Effective Date” means the first date that each of the conditions set forth in Section 2.3 hereof have been satisfied.

“Engine” has the meaning set forth in each Lease or, prior to the Effective Time and the execution thereof, under each Original Lease.

“Expiration Date” has the meaning set forth in each Lease.

“Heavy Maintenance Event” has the meaning set forth in Exhibit P to each Lease.

“Lease” or **“Leases”** means, individually or collectively, those certain Amended and Restated Aircraft Lease Agreements to be executed as soon as practicable after the Effective Date by and between the relevant Lessor and relevant Lessee with respect to the relevant Aircraft, which Leases amend and restate the Original Leases.

“Lease Documents” means this Agreement and each of the other documents executed as contemplated in this Agreement, including, without limitation, the Leases and, to the extent contemplated to be executed concurrently with the Leases, the **“Transaction Documents”** as defined under each of the Leases.

“Lessee Substitute Engine” has the meaning set forth in Section 8.1 of this Agreement.

“Lessor Claim” or **“Lessor Claims”** has the meaning set forth in Section 3.2 of this Agreement.

“Lessor Contribution” has the meaning set forth in Section 7.4 of this Agreement.

“Lessor Maintenance Payments” has the meaning set forth in Section 7.1 of this Agreement.

“Lessor Replacement Engine” has the meaning set forth in Section 6.1 of this Agreement.

“Maintenance Redelivery Payment” has the meaning set forth in each Lease.

“MIMO Basis” has the meaning set forth in each Lease.

“MIMO Component” has the meaning set forth in each Lease.

“Non-Pooled Substitute Engine” means, for each Aircraft Pool, a Lessee Substitute Engine that comes from outside such Aircraft Pool.

“Original Lease” shall have the meaning set forth in each of the Leases.

“Original Leases” means all of the Original Leases pursuant to the Leases.

“Parties” has the meaning set forth in the introductory paragraph hereof.

“PBH Stipulation” means that certain Stipulation and Order between Certain Debtors and Counterparties Concerning Certain Equipment, as approved by the Bankruptcy Court on September 21, 2020 [Docket No. 419], between the Lessors and the Lessees that relates to the Aircraft.

“Petition Date” means June 30, 2020.

“Qualifying Heavy Maintenance Event” means a Heavy Maintenance Event for which Lessee is entitled to a contribution by Lessor from the Utilization Payment Funds in accordance with this Agreement.

“Utilization Payment Funds” means the utilization payment funds to be used hereunder for Qualifying Heavy Maintenance Events for any applicable Aircraft Pool in accordance with the terms and conditions of the Leases and this Agreement. As of the date of this Agreement, the current Utilization Payment Funds for each Aircraft Pool are as set forth in Appendix 2 attached hereto.

Other capitalized terms used herein and not otherwise defined shall have the meanings set forth in the relevant Leases.

2. CONSUMMATION AND EFFECTIVENESS OF TRANSACTIONS

2.1 Conditions Precedent

The obligations of the parties under this Agreement with respect to the transactions contemplated hereby shall be subject to the satisfaction of the following conditions precedent:

- (a) each of the Parties shall have received a duly executed copy of this Agreement duly authorized, executed and delivered by the respective parties thereto;
- (b) the representations and warranties set forth herein and in the other Lease Documents shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to a different date, in which case such representation or warranty shall be true and correct as of such other date);
- (c) the Bankruptcy Court's entry of the Approval Order;
- (d) no event of default (or event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof)) has occurred within the meaning of any of the Lease Documents; provided, however, that this clause will not be triggered by (i) any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Bankruptcy Cases or related parallel and ancillary insolvency proceedings and (ii) any default or event of default that would constitute a default of the type described in Section 365(b)(2) of the Bankruptcy Code in respect of any Lessee's (or affiliated debtors' and debtors-in-possession's) current Bankruptcy Cases; and
- (e) upon the entry of the Approval Order, the expiration and/or waiver of any stay under Bankruptcy Rule 6004(h).

3. BANKRUPTCY MATTERS

3.1 Plan Treatment of this Amendment

Any plan of reorganization filed by the Lessees shall reaffirm the approval of this Agreement and the Lease Documents and assumption of the Leases (as amended by this Agreement and the other Lease Documents) by each relevant Lessee.

3.2 Prepetition Claim Matters

- (a) In connection with the Leases and the other leases between the Lessees and lessors that are Affiliates of Nordic Aviation Capital A/S, the applicable Lessor is entitled to an allowed general unsecured claim (for each such Lessor, a "**Lessor Claim**" and, collectively for all lessors of Lessee that are Affiliates of Nordic Aviation Capital A/S,

the "**Lessor Claims**") against the applicable Lessee in the Bankruptcy Cases pending in the Bankruptcy Court, that equals the sum of: (i) any prepetition rents and other obligations that were due and owing under the Original Lease as of the Petition Date, plus (ii) any pre-petition claims arising from the leases between Affiliates of Nordic Aviation Capital A/S as lessors and the Lessees or their Affiliates for EMB 170-100 aircraft, including, without limitation, any lease rejection damages, plus (iii) reasonable out-of-pocket expenses and other amounts paid and otherwise incurred by such Lessor subject to the Lessee's indemnification obligations under each Lease that have not been repaid by the relevant Lessee, up to a maximum of US\$ [REDACTED], plus (iv) the amount by which (A) the present value of rents and other obligations owed by the relevant Lessee to the relevant Lessor under the terms of each respective Original Lease (as in existence immediately prior to the Petition Date) for the period after the Petition Date exceeds (B) the present value of the rents and other obligations owed by the Lessee to the Lessor under the terms of the Leases for the period covering the term of the Lease (which term was in effect immediately prior to the Petition Date) (or, if such Lease is being rejected, under an actual or projected market rate lease that can be obtained in the current marketplace (taking into account the applicable remarketing period and reduced by all costs and expenses needed to be incurred to effect such market-value replacement lease for the term of the remaining lease), plus (v) to the extent not duplicative of the foregoing, any decrease in the expected residual value of the Aircraft subject to each Lease due to the terms of this Agreement as compared to that expected under each Lease as in effect immediately prior to the Petition Date (i.e., due to the decreased value arising from projected worsened return condition of the Aircraft under the Lease). The Parties agree that for purposes of calculating the Lessor Claims, (a) the discount rate for calculating the present values shall be a discount rate of [REDACTED]% and (b) the assumed remarketing period for obtaining a new lease is two years. To the extent that the relevant Lessor believes that it would be prudent and/or reasonable to file an amendment to the existing proofs of claim filed in connection with any Lease in the Bankruptcy Cases, any such amended proof(s) of claim for any Lease shall be filed by no later than 30 days after the later of (i) the Effective Date or (ii) the date such Lease has been executed.

- (b) **Allowed Claims.** The allowed amount of the Lessor Claims and claims against any guarantor or sublessee that is an affiliate of the applicable Lessee (each, an "**Affiliated Debtor**") (collectively, the "**Allowed Claims**") shall be given the same treatment as the holders of other similarly situated general unsecured claims against the applicable Lessee or Affiliated Debtor, as the case may be. The order approving the Allowed Claims shall provide that such Allowed Claims shall not be (either directly or indirectly) (Y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (Z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the U.S. Bankruptcy Code.

3.3 Further Assurances

From and after the Effective Date, each of the parties hereto shall execute, acknowledge and deliver all such further instruments, and will take such further actions, as may be reasonably

necessary or appropriate to assure fully to the other parties the full execution and compliance of the Leases contemplated hereby in accordance with the terms hereof.

4 LEASE SECURITY DEPOSITS

4.1 Lease Security Deposits

As applicable, the relevant Lessor shall retain all existing security deposits paid with respect to the Aircraft under the relevant Original Lease and any aircraft that were not yet delivered but with respect to which Lessor holds security deposits, and shall apply such security deposits to its respective Lessor's Claim. No additional security deposits will be required under the Leases.

5 AIRCRAFT POOLS

5.1 Aircraft Pools

Other than in connection with any Lessor Replacement Engine or any Lessee Substitute Engine, if applicable, each Aircraft Pool will remain static as defined on Appendix 1 throughout the term of each respective Lease without regard to any changes in ownership or financing of any Aircraft within such Aircraft Pool after the date hereof.

6 LESSOR REPLACEMENT ENGINES

6.1 Lessor Replacement Engines

On an annual basis, each respective Lessor and Lessee under the Leases will hold a planning meeting to discuss the proposed Engine maintenance requirements for the coming [REDACTED] months. For any qualifying Engine shop visit, each Lessor and Lessee shall mutually agree whether to (i) manage the costs directly with the appropriate maintenance provider prior to committing to said event (including having Lessor place the purchase order, if more advantageous) or (ii) replace one or more of the Engines with an alternative permanent replacement engine to be provided by Lessor to Lessee and subject to technical acceptance by Lessee (a "**Lessor Replacement Engine**"). Such Lessor Replacement Engine shall, at the time of the replacement, have a projected next scheduled removal date for engine refurbishment which is at or beyond at least [REDACTED] months after the Expiration Date for the respective Lease governing the Engine being permanently replaced. The Lessor Replacement Engines shall be limited to [REDACTED] Engines across Aircraft Pool 1 and Aircraft Pool 3 unless otherwise agreed in writing by the applicable Lessors and Lessees. For the avoidance of doubt, if the parties do not agree on a Lessor Replacement Engine, Lessor shall make a Lessor Maintenance Payment in accordance with this Agreement.

6.2 Aircraft Pool Replacement Engine Limits

The number of Lessor Replacement Engines will be further limited within the Aircraft Pools as follows:

- (a) a maximum of [REDACTED] engines from Aircraft Pool 1; and

(b) a maximum of [REDACTED] engines from Aircraft Pool 3.

6.3 Maintenance Redelivery Payment for Lessor Replacement Engines

If a Lessor Replacement Engine is provided by Lessor, (i) such Lessor Replacement Engine shall become an “Engine” for all purposes of the relevant Lease (including, without limitation, the Maintenance Redelivery Payment); provided, however, that, for the avoidance of doubt, such Maintenance Redelivery Payment as it relates to such Lessor Replacement Engine shall be adjusted to take into account the maintenance condition of such MIMO Component as of the date Lessee has accepted such Lessor Replacement Engine (instead of July 1, 2020) and (ii) the Utilization Payment Funds of the corresponding Aircraft Pool shall be reduced by US\$[REDACTED] for each such Lessor Replacement Engine.

6.4 Redelivery of Lessor Replacement Engine

Any Lessor Replacement Engine must be redelivered within the same Aircraft Pool as the relevant Engine it is replacing unless such Lessor Replacement Engine has subsequently been replaced in accordance with the terms of this Agreement or the relevant Lease.

6.5 Engine LLPs for Lessor Replacement Engine

For the avoidance of doubt, at Redelivery the Engine LLP Hard Life Cycle Minimum specified in each Lease and the Engine Performance Restoration Hard Time Minimum specified in each Lease will not apply to any Lessor Replacement Engine other than as to LLPs incorporated in subsequent shop visits.

7 LESSOR MAINTENANCE PAYMENTS

7.1 Lessor Payment for Maintenance Events

During the Lease Term of any Lease, so long as there is no Event of Default by Lessee under any Lease, the relevant Lessor will pay for Qualified Heavy Maintenance Events up to the amount held in the applicable Utilization Payment Funds for the relevant Aircraft Pool (as such Utilization Payment Funds may be adjusted hereunder from time to time, including, without limitation, as described above to account for any Lessor Replacement Engine, if applicable) (the “**Lessor Maintenance Payments**”) as further described in this Article 7 and Appendix 3.

7.2 Deduction from Utilization Payment Funds

For the avoidance of doubt, any contribution by any Lessor towards the maintenance of any of the Aircraft from June 18, 2021 until the simultaneous execution of this Agreement and each of the Leases will be deducted from the Utilization Payment Funds for any applicable Aircraft Pool. The parties furthermore confirm that any Lessor Maintenance Payments hereunder will only be available for maintenance performed on the Airframe and Engines described in each Aircraft Pool and not for any replacement thereof.

7.3 Application of Utilization Payment Funds

All current Utilization Payment Funds for any applicable Aircraft Pool (as adjusted in accordance with the terms of this Agreement) will be applied as set forth in Appendix 3 until exhausted to (a) reimburse Lessee for the next-due Qualified Heavy Maintenance Events occurring at any time after the date of execution of the Leases and prior to the relevant Lease Expiration Date for any Aircraft in such Aircraft Pool, and (b) offset any Maintenance Redelivery Payments owed by Lessee at the relevant Lease Expiration Date for any Aircraft in such Aircraft Pool. For the avoidance of doubt, the total amount of Utilization Payment Funds shall be pooled across all components and all Aircraft within each Aircraft Pool and not held on an Aircraft-by-Aircraft or a component-by-component basis. Once the Utilization Payment Funds and the amount of any Lessor Contribution in an Aircraft Pool has been exhausted, all subsequent Qualifying Heavy Maintenance Events and Maintenance Redelivery Payments shall be paid by Lessee. Lessee shall aim to maximize the remaining green time available to the next event, provided, that Lessee will schedule maintenance events in a reasonable manner consistent with its business needs and based on its fleet requirements, available maintenance slots and similar considerations.

7.4 Lessor Contribution

Notwithstanding Section 7.3 above, so long as there is no Event of Default by Lessee under any Lease, after the Utilization Payment Fund has been exhausted for Aircraft Pool 3, Lessor will make available to Lessee, for Qualifying Heavy Maintenance Events required to be performed up to 18 months after execution of the Lease, up to [REDACTED] Dollars (US\$[REDACTED]) for Aircraft Pool 3 (the “**Lessor Contribution**”).

7.5 Maintenance Payments to GE

In addition to the foregoing, the relevant Lessor and relevant Lessee will cooperate in good faith and will use reasonable efforts to cause General Electric (GE) to permit the relevant Lessor to make payments directly to GE under any applicable Lessee’s long-term engine maintenance agreement with GE. Each such Lessor and such Lessee will likewise work together in good faith to cause GE to permit Aeromexico to apply the pricing in effect under the Aeromexico long-term maintenance agreement or the applicable Lessor’s long-term engine maintenance agreement, whichever is more advantageous to Aeromexico.

7.6 Maintenance Claims Prior to Petition Date

All maintenance claims submitted by Lessee to Lessor, but not settled prior to the Petition Date (such amount to be agreed in writing prior to the execution of this Agreement and each of the Leases) shall be considered withdrawn and shall no longer be eligible for any payment by Lessor.

7.7 Lessor’s Failure to Make Maintenance Payments

If (i) there is no Event of Default by Lessee that has occurred and is continuing under any Lease, (ii) a Lessee has made a valid claim for reimbursement that qualified in all respects for reimbursement pursuant to Appendix 3 hereof, (iii) such claim is not in disputed in good faith by Lessor, and (iv) Lessor fails to pay out a valid claim from Lessee for a Lessor Maintenance Payment or a Lessor Contribution within thirty (30) days after Lessee delivers all documentation reasonably requested by Lessor, then the applicable Lessee shall be entitled to withhold payment of Rent for all Aircraft within the relevant Aircraft Pool up to an amount of the relevant unpaid Lessor

Maintenance Payment and/or Lessor Contribution, with the amount of such withheld payment of Rent offset from the Utilization Payment Fund. In the event that the Parties are unable to come to an agreement on any claims, the Parties agree to submit such dispute to a mutually agreeable third-party for resolution.

8 LESSEE SUBSTITUTE ENGINES

8.1 Lessee Engine Substitution Following Confirmation of the Plan

The parties agree that after the Bankruptcy Court confirms the Lessee's Plan for reorganization in the Bankruptcy Cases, Lessee shall have the right to substitute an Engine under any of the Leases with an engine not listed in the Aircraft Pools that has less green time left at the time of such substitution than the replaced Engine (a "**Lessee Substitute Engine**"). Such replacement will be subject to (i) both the replaced Engine and the Lessee Substitute Engine having the [REDACTED], and (ii) the relevant Lessor's prior written consent, provided that when the relevant Lessee can demonstrate that the Lessee Substitute Engine is in accordance with the requirements in this paragraph, such consent shall be granted by Lessor. The right to provide Lessee Substitute Engines shall be limited to [REDACTED] such Engines unless otherwise consented to by the relevant Lessor in such Lessor's sole discretion. The parties agree to discuss in good faith and document any appropriate terms and conditions for the possibility of any Lessee seeking the relevant Lessor's consent to effect additional substitutions after reaching the initial [REDACTED] such substitutions. For the avoidance of doubt, to the extent that Lessor has provided Lessee with one or more Lessor Replacement Engines, such Lessor Replacement Engine(s) shall be deemed included in the Aircraft Pools and Lessee shall be permitted to substitute any Engine with such Lessor Replacement Engines. In the case of any such engine substitution, Lessee shall transfer title to the Lessee Substitute Engine to Lessor, and Lessor shall transfer title to the replaced Engine to Lessee in accordance with Section 14.2.2 of the applicable Lease and subject the Lessee Substitute Engine to any applicable secured financing in accordance with Section 25.6 of the applicable Lease. The relevant parties shall execute satisfactory legal documentation to document the engine replacement (including, but not limited to bills of sale).

8.2 Redelivery of Engines

Notwithstanding the foregoing, the applicable Lessee shall have the right to redeliver any of the Engines on any of the airframes within the applicable Aircraft Pool to which the Engine belongs.

9 LESSEE MAINTENANCE REDELIVERY PAYMENTS

9.1 Maintenance Redelivery Payments

Each respective Lessee shall pay Maintenance Redelivery Payments for each Aircraft in accordance with the terms of the relevant Lease. Notwithstanding the terms of each respective Lease, with regard to any Lessee Substitute Engine, the Maintenance Redelivery Payment related to any Non-Pooled Substitute Engine shall not be taken into account in the netting mechanism as described in the relevant Lease and instead shall be calculated on an individual basis by comparing the maintenance condition of such Non-Pooled Substitute Engine as of the relevant Lease Expiration Date to the MIMO Basis of the replaced engine.

10 MISCELLANEOUS

10.1 Confidentiality

This Agreement is strictly confidential and must not be revealed by any of the parties hereto to any person other than those employees, directors, officers, or professional advisers (collectively, “**Related Persons**”) of the parties hereto (as applicable) who are responsible for analyzing, negotiating and approving the transaction and who are made aware of the confidential nature of this Agreement. Notwithstanding the foregoing, the Lessee may disclose this Agreement (i) as may be required to obtain the Bankruptcy Court’s approval of this Agreement or any of the Leases; or (ii) to the U.S. Trustee, the Unsecured Creditors Committee, the Ad Hoc Bondholders Group or the entities providing the debtor-in-possession financing to each respective Lessee and any of their respective Related Persons.

10.2 Costs and Expenses

Each party hereto will bear their own costs and expenses incurred in the negotiation and execution of this Agreement and each of the Leases.

10.3 Counterparts

This Agreement may be executed in multiple counterparts and by the parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all preceding correspondence, agreements and stipulations whether oral or in writing between the Parties concerning the subject matter hereof.

10.5 Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

10.6 Expenses

Whether or not the transactions contemplated hereby are consummated, each Party shall bear their own respective fees, costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement.

10.7 Amendments

The provisions of this Agreement may only be amended or modified by an instrument in writing executed by the parties hereto.

10.8 Headings

All clause and paragraph headings and captions are purely for convenience and will not affect the interpretation of this Agreement. Any reference to a specific clause, paragraph or section will be interpreted as a reference to such clause, paragraph or section of this Lease.

10.9 Governing Law

THIS AGREEMENT AND THE LEASES AND ALL MATTERS PERTAINING THERETO SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES (OTHER THAN THE PROVISIONS OF SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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APPENDIX 1

AIRCRAFT POOLS

AIRCRAFT POOL #1

MSN 19000146

Lessor: NAC Aviation 29 Designated Activity Company

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000146 and Mexican registration mark XA-AEI, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994214 and 994195.

MSN 19000197

Lessor: NAC Aviation 29 Designated Activity Company

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000197 and Mexican registration mark XA-GAR, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 994484 and 994565.

MSN 19000206

Lessor: NAC Aviation 29 Designated Activity Company

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000206 and Mexican registration mark XA-GAX, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 994582 and 994614.

MSN 19000151

Lessor: NAC Aviation 19 Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000151 and Mexican registration mark XA-AEN, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994282 and 994411.

MSN 19000024

Lessor: NAC Aviation 19 Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000024 and Mexican registration mark XA-ALY, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994218 and 994156.

MSN 19000121

Lessor: Aldus Portfolio Leasing Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model EMB190-LR airframe bearing manufacturer's serial number 19000121 and Mexican registration mark XA-AAC, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 994378 and 994377.

MSN 19000129

Lessor: Aldus Portfolio Leasing Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model EMB190-LR airframe bearing manufacturer's serial number 19000129 and Mexican registration mark XA-BAC, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 994396 and 994398.

AIRCRAFT POOL #3

MSN 19000043

Lessor: NAC Aviation 25 Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000043 and Mexican registration mark XA-AEC, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994256 and 994348.

MSN 19000036

Lessor: NAC Aviation 25 Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000036 and Mexican registration mark XA-AEE, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994262 and 994289.

MSN 19000041

Lessor: NAC Aviation 25 Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000041 and Mexican registration mark XA-AEF, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994223 and 994409.

MSN 19000037

Lessor: NAC Aviation 25 Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000037 and Mexican registration mark XA-ALZ, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994151 and 994224.

MSN 19000068

Lessor: NAC Aviation 25 Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000068 and Mexican registration mark XA-AEH, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994300 and 994296.

MSN 19000097

Lessor: NAC Aviation 25 Limited

Lessee: Aerolitoral, S.A. de C.V.

Aircraft: One (1) Embraer model ERJ 190-100IGW airframe bearing manufacturer's serial number 19000097 and Mexican registration mark XA-AEL, together with two (2) General Electric model CF34-10E5A1 engines respectively bearing manufacturer's serial numbers 994365 and 994278.

APPENDIX 2

UTILIZATION PAYMENT FUNDS AS OF JUNE 18, 2021

Aircraft Pools	# of Aircraft	Utilization Payment Funds
Aircraft Pool 1	7	US\$[REDACTED]
Aircraft Pool 3	6	US\$[REDACTED]
Total		US\$[REDACTED]

APPENDIX 3

LESSOR MAINTENANCE PAYMENTS

A. Lessor Maintenance Payments

In accordance with the terms and conditions of Article 7, Lessor shall settle invoices incurred by Lessee for each Qualifying Heavy Maintenance Event during the Term provided that if (1) no Event of Default has occurred and is continuing, (2) the maintenance is performed in accordance with the current Agreed Maintenance Program (or as otherwise agreed in writing), (3) the required maintenance being performed represents a Qualifying Heavy Maintenance Event in accordance with the Omnibus Agreement, and (4) the submission by Lessee of the documentation provided for herein, then Lessee shall be entitled to a contribution by Lessor from the Utilization Payment Funds.

Any payment by the Lessor is subject to compliance of the following conditions to the satisfaction of Lessor (acting reasonably):

- (a) Lessee must work with Lessor and keep Lessor updated on all work scopes, work progress, defects and costs related to the Qualifying Heavy Maintenance Event and provide to Lessor completed documentation in respect of the Qualifying Heavy Maintenance Event;
- (b) supporting technical documentation as summarized below;
- (c) except in the event that Lessor will be making any Lessor Maintenance Payments directly to a maintenance provider, proof of payment by Lessee to the relevant maintenance provider(s) for the work performed;
- (d) for any Lessor Maintenance Payments which are to be made directly to the relevant maintenance providers, Lessee will provide Lessor with Lessee's invoice regarding the proposed Lessor Maintenance Payment along with the invoice from the relevant maintenance provider. In the event that Lessor will be making any Lessor Maintenance Payments directly to a maintenance provider, Lessee will ensure that Lessor is included in the contract with the relevant maintenance provider as an authorized payor party and the maintenance provider will issue such invoices directly to Lessor. However, if the relevant maintenance provider considers that the invoice for the rendering of the services shall only be issued to Lessee, with whom they have a contractual relationship, Lessee shall issue to Lessor the relevant Lessor Maintenance Payment invoice in the amount agreed to be payable by Lessor (with invoice from the relevant maintenance provider addressed to the Lessee attached) and the Lessor shall pay directly to the relevant maintenance provider;
- (e) prior to payment, Lessor shall have received written evidence that Lessee has paid to the relevant maintenance provider in full the part of the total cost for the Qualifying Heavy Maintenance Event which is not to be covered by the Lessor Maintenance Payments; and
- (f) prior to payment for any Qualifying Heavy Maintenance Event relating to Engines, Lessor shall have received a written confirmation from the relevant maintenance provider that the

relevant Engine will be released upon receipt of payment by the Lessee or Lessor of the amount representing the relevant Lessor Maintenance Payments and any additional payments from Lessee, if applicable. In the event that Lessor will be making any such payment for any Qualifying Heavy Maintenance Event relating to Engines, Lessee will ensure that Lessor is included in the contract with the relevant maintenance provider as an authorized payor party and the maintenance provider will issue such invoices directly to Lessor.

All Qualifying Heavy Maintenance Events shall be carried out by an Agreed Maintenance Facility.

All of the foregoing shall be in form and substance reasonably satisfactory to Lessor.

Lessor agrees that any relevant Lessor Maintenance Payments may be made as required deposits or commitment fees in accordance with the customary commercial terms for the relevant Approved Maintenance Facility and paid directly to such Approved Maintenance Facility in advance before any work commences.

In addition, any contribution by Lessor from the Utilization Payment Funds shall be after any reduction from all relevant Manufacturer warranties, guarantees, rebates, discounts, allowances, incentives, credits (including with respect to Engines, credits due to life remaining on any removed Engine parts) or any other reduction in cost.

Lessee shall provide written notice to Lessor no later than sixty (60) days in advance of the scheduled Qualifying Heavy Maintenance Events commencing of the work scope, content, and commercial terms for such maintenance.

Lessor Maintenance Payments in accordance with this Article applies only to the performance of the Qualifying Heavy Maintenance Events. Qualifying Heavy Maintenance Events shall only include scheduled events as defined in the AMM or EMM and will not cover damage from accidents, incidents or operational mishandling. For the avoidance of doubt, if a Qualifying Heavy Maintenance Event is performed during a shop visit necessitated by an accident, incident or operational mishandling, Lessor shall make a Lessor Maintenance Payment to compensate for such Qualifying Heavy Maintenance Event.

B. Exclusions from Qualifying Heavy Maintenance Events

Excluded from **Airframe** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Engine** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Engine LLP's life expired replacement** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Landing Gear and APU** related Qualifying Heavy Maintenance Events are: [REDACTED].

C. Contribution Criteria

(a) Any Lessor Maintenance Payment is subject to receipt by Lessor of an invoice and customary

supporting documentation evidencing performance of a Qualifying Heavy Maintenance Event by an Agreed Maintenance Facility as further detailed in this Section.

- (b) Provided that Lessor has approved in writing, acting reasonably, the pre-induction work scope and any relevant revisions to the work scope for a relevant Qualifying Heavy Maintenance Event, Lessee will be entitled to a Lessor Maintenance Payment in accordance with Article 7 after the work is completed and the Airframe, Engine, APU or Landing Gear, as applicable, has left the relevant maintenance provider, by submitting to Lessor a written statement detailing the amount of Lessee's claim. Upon Lessor's approval of Lessee's claim, Lessee will issue an invoice to Lessor for the claim. Lessor will reimburse Lessee the approved amount within ten (10) Business Days from receipt of Lessee's invoice for such approved Lessee claim (it being understood that if Lessor does not respond to the proposed claim within thirty (30) days from the receipt of the proper and complete documentation supporting such Lessee claim, then Lessee will have the right to issue an invoice for such claim) and Lessor will reimburse Lessee the amount within ten (10) Business Days from receipt of Lessee's invoice. Notwithstanding the above, Lessee will not issue an invoice during any period during which there is a reasonable disagreement between Lessor and Lessee regarding Lessee's proposed claim.
- (c) For the Airframe, proper documentation includes (a) an original Lessee Contribution Claim (and the relevant maintenance provider's detailed invoice for the relevant Airframe maintenance check, if available), (b) the total accumulated Flight Hours and Cycles at the time of relevant Airframe maintenance check, (c) the number of Flight Hours, Cycles and elapsed calendar months since the last relevant Airframe maintenance check, (d) a full description of the final work scope, (e) the Approved Maintenance Program with a listing of all routine and non-routine tasks performed at the relevant Airframe maintenance check with corresponding references to the MPD, (f) a listing of all non-routine tasks performed at the relevant Airframe maintenance check with corresponding cross references to the routine tasks such work was raised against, (g) an itemized labour and materials report relating to each routine and non-routine task performed, if available, provided that Lessee shall have used its best commercial efforts to obtain such report from the applicable MRO facility, (h) return to service release certificate, with listing of all Airworthiness Directives and Service Bulletins complied with during the relevant Airframe maintenance check, (i) [REDACTED], and (j) [REDACTED].
- (d) For any Engine, proper documentation includes (a) an original Lessee Contribution Claim, (b) a description of the reasons for removal, six (6) months ITT margin and average thrust de-rate data, if available, (c) the date of removal and the aircraft to which the Engine was attached prior to removal (which may be the Aircraft), (d) the total accumulated Flight Hours and Cycles at the time of removal, (e) the Flight Hours and Cycles since the last shop visit, (f) a full description of the final work scope, (g) a detailed description of the type of maintenance performed on each module (as per the format of Approved Maintenance Performer's shop visit report), (h) complete Engine LLP list records for the Engine both before and after the shop visit, (i) a shop findings and inspection report, (j) a complete copy of the Approved Maintenance Performer's invoice, including a breakdown of all material replaced, material exchanged, labour, other costs, Service Bulletins and Airworthiness Directives performed, (k) a copy of any test cell performance data, (l) an "on and off" log of serialised parts (configuration listing), (m) a current Service Bulletin and Airworthiness Directives status listing (n) [REDACTED].

- (e) For the Landing Gear, proper documentation includes (a) an original Lessee Contribution Claim, (b) the date, the total accumulated Flight Hours, Cycles and calendar months at the time of Landing Gear removal, (c) the Flight Hours, Cycles and calendar months since the last Landing Gear Overhaul, (d) [REDACTED], (e) complete Life Limited Parts list records for the Landing Gear both before and after the shop visit, (f) a shop findings report, (g) a complete copy of the Approved Maintenance Performer's invoice, including a breakdown of all material replaced, material exchanged, labour and other costs, and Service Bulletins and Airworthiness Directives performed, (h) an on and off log of Parts (configuration listing), (i) a current Service Bulletin and Airworthiness Directives listing applicable to the Landing Gear, (j) [REDACTED], (k) written verification from the Approved Maintenance Performer that the Landing Gear assembly(s) has been released free of any liens and shipped from the Approved Maintenance Performer back to Lessee, (l) the status of all warranty claims and (m) [REDACTED].
- (f) For the APU, proper documentation includes (a) the summary of charges, and (b) the accumulated APU Hours and Cycles since the last APU Restoration as received from Embraer. Lessor will reimburse Lessee for the APU provided by Embraer from Lessee's pooling program in connection with a Qualifying Heavy Maintenance Event based on [REDACTED]. Lessor will only contribute to events that satisfy the definition of APU Restoration in the respective Lease.
- (g) For any Engine and Landing Gear, [REDACTED].
- (h) Documentation showing that the warranty provided by the relevant maintenance provider in connection with the relevant Qualifying Heavy Maintenance Event is fully transferrable or assignable to Lessor or that Lessor has been made a beneficiary of such warranties given.

D. Limitations

- (a) No contribution will be payable by Lessor as long as an Event of Default has occurred and is continuing.
- (b) Subject to Section 7.4 of this Agreement, In the event the amount in the relevant Utilization Payments Funds hereunder is insufficient to pay the cost of the relevant Lessee reimbursable event, Lessee shall make up for and pay any such shortfall and shall not subsequently be permitted to claim any contribution from Lessor related to any such shortfall.

EXECUTION PAGE

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each of the parties hereto effective as of the day and year first above written.

AEROVÍAS DE MÉXICO, S.A. DE C.V.

AEROLITORAL, S.A. DE C.V.

NAC AVIATION 25 LIMITED, as lessor of MSN
19000043

NAC AVIATION 25 LIMITED, as lessor of MSN
19000036

NAC AVIATION 25 LIMITED, as lessor of MSN
19000041

NAC AVIATION 25 LIMITED, as lessor of MSN
19000037

NAC AVIATION 25 LIMITED, as lessor of MSN
19000068

NAC AVIATION 25 LIMITED, as lessor of MSN
19000097

**NAC AVIATION 29 DESIGNATED ACTIVITY
COMPANY**, as lessor of MSN 19000146

**NAC AVIATION 29 DESIGNATED ACTIVITY
COMPANY**, as lessor of MSN 19000197

**NAC AVIATION 29 DESIGNATED ACTIVITY
COMPANY**, as lessor of MSN 19000206

NAC AVIATION 19 LIMITED, as lessor of MSN
19000151

NAC AVIATION 19 LIMITED, as lessor of MSN
19000024

ALDUS PORTFOLIO LEASING LIMITED, as lessor
of MSN 19000121

ALDUS PORTFOLIO LEASING LIMITED, as lessor
of MSN 19000129

Exhibit 2 to Proposed Order

Pool 2 Omnibus Amendment Agreement

Final Draft - #3902458.1

OMNIBUS AMENDMENT AGREEMENT

THIS OMNIBUS AMENDMENT AGREEMENT (this “**Agreement**”) is made and entered into as of [•] day of [•], 2021 (the “**Effective Date**”) by and among:

- (A) NAC AVIATION 33 LIMITED (“**Lessor**”) and
- (B) AEROVÍAS DE MÉXICO, S.A. DE C.V. (“**Aeromexico**”) and AEROLITORAL, S.A. DE C.V. (“**Aerolitoral**”; collectively with Aeromexico, the “**Lessees**”).

(each individually referred to as a “**Party**” and collectively as the “**Parties**”).

Recitals

- A. On June 30, 2020, Grupo Aeromexico, S.A.B. de C.V., Aeromexico, Aerolitoral and certain of their affiliates (collectively, the “**Debtors**”) filed petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. 101 et seq. (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) seeking relief under Chapter 11 of the United States Bankruptcy Code jointly administered under the case captioned Grupo Aeroméxico, S.A.B. de C.V., Case No. 20-11563 (SCC) (Jointly Administered) (the “**Bankruptcy Cases**”).
- B. Aeromexico and Aerolitoral are lessees under existing leases with the Lessor for the Aircraft described on Appendix 1, which leases are subject to certain events of default by virtue of the commencement of the Bankruptcy Cases.
- C. The parties to this Agreement have negotiated and executed amended and restated lease agreements (referred to herein as the Leases) with respect to the Aircraft, together with this Agreement, and the parties wish to obtain all necessary approvals from the Bankruptcy Court in order to make the Leases effective and deliver the Aircraft pursuant to the Leases, together with taking the other steps contemplated by this Agreement.
- D. In consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1 DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings for all purposes of this Agreement and such meanings shall apply to both the singular and the plural forms of the terms defined:

“**Affiliated Debtor**” has the meaning set forth in Section 3.2 of this Agreement.

“**Aircraft**” means, individually and collectively, the aircraft described on Appendix 1 to this Agreement.

“Aircraft Pool” means the Aircraft subject to each Lease which are grouped into Aircraft Pool 2, as more particularly described on Appendix 1 attached hereto, based on the ownership and financing associated with such Aircraft.

“Aircraft Pool 2” means, collectively, the Aircraft described as a part of Aircraft Pool 2 on Appendix 1 attached hereto.

“Airframe” has the meaning set forth in each Lease.

“Allowed Claims” has the meaning set forth in Section 3.2 of this Agreement.

“Approval Order” means an order of the Bankruptcy Court that, *inter alia*, which (a) approves this Agreement and the other Lease Documents and the transactions contemplated under such Lease Agreements, (b) authorizes the assumption of the Original Leases, as amended by this Agreement, the Leases and the other Lease Documents, pursuant to Section 365 of the Bankruptcy Code, (c) authorizes and directs the Lessee’s execution, delivery and performance of this Agreement, the other Lease Documents and, as applicable, the Transaction Documents (as that term is defined in each Lease) with respect to each Aircraft and Lease and the Lessee’s compliance with the terms and obligations therein, (d) approves the treatment of this Agreement, the other Lease Documents and the other Transaction Documents (as that term is defined in each Lease) with respect to each Aircraft, Lease and Original Lease in the Bankruptcy Cases as set forth in Article 3 of this Agreement; and (e) is otherwise in form and substance reasonably acceptable to the Parties hereto. The initial form of the Approval Order is set forth in Exhibit ___ hereto, with any changes to such form required to be in form and substance reasonably acceptable to the Parties hereto, which consent shall not be unreasonably withheld or delayed.

“Bankruptcy Cases” has the meaning ascribed to such term in the recitals hereto.

“Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

“Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

“Debtors” has the meaning ascribed to such term in the recitals hereto.

“Effective Date” means the first date that each of the conditions set forth in Section 2.3 hereof have been satisfied.

“Engine” has the meaning set forth in each Lease or, prior to the Effective Time and the execution thereof, under each Original Lease.

“Expiration Date” has the meaning set forth in each Lease.

“Heavy Maintenance Event” has the meaning set forth in Exhibit P to each Lease.

“Lease” or **“Leases”** means, individually or collectively, those certain Amended and Restated Aircraft Lease Agreements to be executed as soon as practicable after the Effective Date by and between the relevant Lessor and relevant Lessee with respect to the relevant Aircraft, which Leases amend and restate the Original Leases.

“Lease Documents” means this Agreement and each of the other documents executed as contemplated in this Agreement, including, without limitation, the Leases and, to the extent contemplated to be executed concurrently with the Leases, the **“Transaction Documents”** as defined under each of the Leases.

“Lessee Substitute Engine” has the meaning set forth in Section 8.1 of this Agreement.

“Lessor Claim” or **“Lessor Claims”** has the meaning set forth in Section 3.2 of this Agreement.

“Lessor Contribution” has the meaning set forth in Section 7.4 of this Agreement.

“Lessor Maintenance Payments” has the meaning set forth in Section 7.1 of this Agreement.

“Lessor Replacement Engine” has the meaning set forth in Section 6.1 of this Agreement.

“Maintenance Redelivery Payment” has the meaning set forth in each Lease.

“MIMO Basis” has the meaning set forth in each Lease.

“MIMO Component” has the meaning set forth in each Lease.

“Non-Pooled Substitute Engine” means, for each Aircraft Pool, a Lessee Substitute Engine that comes from outside such Aircraft Pool.

“Original Lease” shall have the meaning set forth in each of the Leases.

“Original Leases” means all of the Original Leases pursuant to the Leases.

“Parties” has the meaning set forth in the introductory paragraph hereof.

“PBH Stipulation” means that certain Stipulation and Order between Certain Debtors and Counterparties Concerning Certain Equipment, as approved by the Bankruptcy Court on September 21, 2020 [Docket No. 419], between the Lessor and the Lessees that relates to the Aircraft.

“Petition Date” means June 30, 2020.

“Qualifying Heavy Maintenance Event” means a Heavy Maintenance Event for which Lessee is entitled to a contribution by Lessor from the Utilization Payment Funds in accordance with this Agreement.

“Utilization Payment Funds” means the utilization payment funds to be used hereunder for Qualifying Heavy Maintenance Events for any applicable Aircraft Pool in accordance with the terms and conditions of the Leases and this Agreement. As of the date of this Agreement, the current Utilization Payment Funds for each Aircraft Pool are as set forth in Appendix 2 attached hereto.

Other capitalized terms used herein and not otherwise defined shall have the meanings set forth in the relevant Leases.

2. CONSUMMATION AND EFFECTIVENESS OF TRANSACTIONS

2.1 Conditions Precedent

The obligations of the parties under this Agreement with respect to the transactions contemplated hereby shall be subject to the satisfaction of the following conditions precedent:

- (a) each of the Parties shall have received a duly executed copy of this Agreement duly authorized, executed and delivered by the respective parties thereto;
- (b) the representations and warranties set forth herein and in the other Lease Documents shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to a different date, in which case such representation or warranty shall be true and correct as of such other date);
- (c) the Bankruptcy Court's entry of the Approval Order;
- (d) no event of default (or event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof)) has occurred within the meaning of any of the Lease Documents; provided, however, that this clause will not be triggered by (i) any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Bankruptcy Cases or related parallel and ancillary insolvency proceedings and (ii) any default or event of default that would constitute a default of the type described in Section 365(b)(2) of the Bankruptcy Code in respect of any Lessee's (or affiliated debtors' and debtors-in-possession's) current Bankruptcy Cases; and
- (e) upon the entry of the Approval Order, the expiration and/or waiver of any stay under Bankruptcy Rule 6004(h).

3. BANKRUPTCY MATTERS

3.1 Plan Treatment of this Amendment

Any plan of reorganization filed by the Lessees shall reaffirm the approval of this Agreement and the Lease Documents and assumption of the Leases (as amended by this Agreement and the other Lease Documents) by each relevant Lessee.

3.2 Prepetition Claim Matters

- (a) In connection with the Leases and the other leases between the Lessees and lessors that are Affiliates of Nordic Aviation Capital A/S, the applicable Lessor is entitled to an allowed general unsecured claim (for each such Lessor, a "**Lessor Claim**" and, collectively for all lessors of Lessee that are Affiliates of Nordic Aviation Capital A/S, the "**Lessor Claims**") against the applicable Lessee in the Bankruptcy Cases pending in the Bankruptcy Court, that equals the sum of: (i) any prepetition rents and other obligations that were due and owing under the Original Lease as of the Petition Date, plus (ii) any pre-petition claims arising from the leases between Affiliates of Nordic Aviation Capital A/S as lessors and the Lessees or their Affiliates for EMB 170-100

aircraft, including, without limitation, any lease rejection damages, plus (iii) reasonable out-of-pocket expenses and other amounts paid and otherwise incurred by such Lessor subject to the Lessee's indemnification obligations under each Lease that have not been repaid by the relevant Lessee, up to a maximum of US\$ [REDACTED], plus (iv) the amount by which (A) the present value of rents and other obligations owed by the relevant Lessee to the relevant Lessor under the terms of each respective Original Lease (as in existence immediately prior to the Petition Date) for the period after the Petition Date exceeds (B) the present value of the rents and other obligations owed by the Lessee to the Lessor under the terms of the Leases for the period covering the term of the Lease (which term was in effect immediately prior to the Petition Date) (or, if such Lease is being rejected, under an actual or projected market rate lease that can be obtained in the current marketplace (taking into account the applicable remarketing period and reduced by all costs and expenses needed to be incurred to effect such market-value replacement lease for the term of the remaining lease), plus (v) to the extent not duplicative of the foregoing, any decrease in the expected residual value of the Aircraft subject to each Lease due to the terms of this Agreement as compared to that expected under each Lease as in effect immediately prior to the Petition Date (i.e., due to the decreased value arising from projected worsened return condition of the Aircraft under the Lease). The Parties agree that for purposes of calculating the Lessor Claims, (a) the discount rate for calculating the present values shall be a discount rate of [REDACTED]% and (b) the assumed remarketing period for obtaining a new lease is two years. To the extent that the relevant Lessor believes that it would be prudent and/or reasonable to file an amendment to the existing proofs of claim filed in connection with any Lease in the Bankruptcy Cases, any such amended proof(s) of claim for any Lease shall be filed by no later than 30 days after the later of (i) the Effective Date or (ii) the date such Lease has been executed.

(b) Allowed Claims. The allowed amount of the Lessor Claims and claims against any guarantor or sublessee that is an affiliate of the applicable Lessee (each, an "**Affiliated Debtor**") (collectively, the "**Allowed Claims**") shall be given the same treatment as the holders of other similarly situated general unsecured claims against the applicable Lessee or Affiliated Debtor, as the case may be. The order approving the Allowed Claims shall provide that such Allowed Claims shall not be (either directly or indirectly) (Y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (Z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the U.S. Bankruptcy Code.

3.3 Further Assurances

From and after the Effective Date, each of the parties hereto shall execute, acknowledge and deliver all such further instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to the other parties the full execution and compliance of the Leases contemplated hereby in accordance with the terms hereof.

4 LEASE SECURITY DEPOSITS

4.1 Lease Security Deposits

As applicable, the relevant Lessor shall retain all existing security deposits paid with respect to the Aircraft under the relevant Original Lease and any aircraft that were not yet delivered but with respect to which Lessor holds security deposits, and shall apply such security deposits to its respective Lessor's Claim. No additional security deposits will be required under the Leases.

5 AIRCRAFT POOLS

5.1 Aircraft Pools

Other than in connection with any Lessor Replacement Engine or any Lessee Substitute Engine, if applicable, each Aircraft Pool will remain static as defined on Appendix 1 throughout the term of each respective Lease without regard to any changes in ownership or financing of any Aircraft within such Aircraft Pool after the date hereof.

6 LESSOR REPLACEMENT ENGINES

6.1 Lessor Replacement Engines

On an annual basis, each respective Lessor and Lessee under the Leases will hold a planning meeting to discuss the proposed Engine maintenance requirements for the coming [REDACTED] months. For any qualifying Engine shop visit, each Lessor and Lessee shall mutually agree whether to (i) manage the costs directly with the appropriate maintenance provider prior to committing to said event (including having Lessor place the purchase order, if more advantageous) or (ii) replace one or more of the Engines with an alternative permanent replacement engine to be provided by Lessor to Lessee and subject to technical acceptance by Lessee (a "**Lessor Replacement Engine**"). Such Lessor Replacement Engine shall, at the time of the replacement, have a projected next scheduled removal date for engine refurbishment which is at or beyond at least [REDACTED] months after the Expiration Date for the respective Lease governing the Engine being permanently replaced. The Lessor Replacement Engines shall be limited to [REDACTED] Engines for Aircraft Pool 2 unless otherwise agreed in writing by the Lessor and Lessees. For the avoidance of doubt, if the parties do not agree on a Lessor Replacement Engine, Lessor shall make a Lessor Maintenance Payment in accordance with this Agreement.

6.2 Reserved

6.3 Maintenance Redelivery Payment for Lessor Replacement Engines

If a Lessor Replacement Engine is provided by Lessor, (i) such Lessor Replacement Engine shall become an "Engine" for all purposes of the relevant Lease (including, without limitation, the Maintenance Redelivery Payment); provided, however, that, for the avoidance of doubt, such Maintenance Redelivery Payment as it relates to such Lessor Replacement Engine shall be adjusted to take into account the maintenance condition of such MIMO Component as of the date Lessee has accepted such Lessor Replacement Engine (instead of July 1, 2020) and (ii) the Utilization Payment Funds of the corresponding Aircraft Pool shall be reduced by US\$[REDACTED] for each such Lessor Replacement Engine.

6.4 Redelivery of Lessor Replacement Engine

Any Lessor Replacement Engine must be redelivered within the same Aircraft Pool as the relevant Engine it is replacing unless such Lessor Replacement Engine has subsequently been replaced in accordance with the terms of this Agreement or the relevant Lease.

6.5 Engine LLPs for Lessor Replacement Engine

For the avoidance of doubt, at Redelivery the Engine LLP Hard Life Cycle Minimum specified in each Lease and the Engine Performance Restoration Hard Time Minimum specified in each Lease will not apply to any Lessor Replacement Engine other than as to LLPs incorporated in subsequent shop visits.

7 LESSOR MAINTENANCE PAYMENTS

7.1 Lessor Payment for Maintenance Events

During the Lease Term of any Lease, so long as there is no Event of Default by Lessee under any Lease, the relevant Lessor will pay for Qualified Heavy Maintenance Events up to the amount held in the applicable Utilization Payment Funds for the relevant Aircraft Pool (as such Utilization Payment Funds may be adjusted hereunder from time to time, including, without limitation, as described above to account for any Lessor Replacement Engine, if applicable) (the “**Lessor Maintenance Payments**”) as further described in this Article 7 and Appendix 3.

7.2 Deduction from Utilization Payment Funds

For the avoidance of doubt, any contribution by any Lessor towards the maintenance of any of the Aircraft from June 18, 2021 until the simultaneous execution of this Agreement and each of the Leases will be deducted from the Utilization Payment Funds for any applicable Aircraft Pool. The parties furthermore confirm that any Lessor Maintenance Payments hereunder will only be available for maintenance performed on the Airframe and Engines described in each Aircraft Pool and not for any replacement thereof.

7.3 Application of Utilization Payment Funds

All current Utilization Payment Funds for any applicable Aircraft Pool (as adjusted in accordance with the terms of this Agreement) will be applied as set forth in Appendix 3 until exhausted to (a) reimburse Lessee for the next-due Qualified Heavy Maintenance Events occurring at any time after the date of execution of the Leases and prior to the relevant Lease Expiration Date for any Aircraft in such Aircraft Pool, and (b) offset any Maintenance Redelivery Payments owed by Lessee at the relevant Lease Expiration Date for any Aircraft in such Aircraft Pool. For the avoidance of doubt, the total amount of Utilization Payment Funds shall be pooled across all components and all Aircraft within each Aircraft Pool and not held on an Aircraft-by-Aircraft or a component-by-component basis. Once the Utilization Payment Funds and the amount of any Lessor Contribution in an Aircraft Pool has been exhausted, all subsequent Qualifying Heavy Maintenance Events and Maintenance Redelivery Payments shall be paid by Lessee. Lessee shall aim to maximize the remaining green time available to the next event, provided, that Lessee will schedule maintenance events in a reasonable manner consistent with its business needs and based on its fleet

requirements, available maintenance slots and similar considerations.

7.4 Lessor Contribution

Notwithstanding Section 7.3 above, so long as there is no Event of Default by Lessee under any Lease, after the Utilization Payment Fund has been exhausted for Aircraft Pool 2, Lessor will make available to Lessee, for Qualifying Heavy Maintenance Events required to be performed up to 18 months after execution of the Lease, up to [REDACTED] Dollars (US\$[REDACTED]) for Aircraft Pool 2 (the “**Lessor Contribution**”).

7.5 Maintenance Payments to GE

In addition to the foregoing, the relevant Lessor and relevant Lessee will cooperate in good faith and will use reasonable efforts to cause General Electric (GE) to permit the relevant Lessor to make payments directly to GE under any applicable Lessee’s long-term engine maintenance agreement with GE. Each such Lessor and such Lessee will likewise work together in good faith to cause GE to permit Aeromexico to apply the pricing in effect under the Aeromexico long-term maintenance agreement or the applicable Lessor’s long-term engine maintenance agreement, whichever is more advantageous to Aeromexico.

7.6 Maintenance Claims Prior to Petition Date

All maintenance claims submitted by Lessee to Lessor, but not settled prior to the Petition Date (such amount to be agreed in writing prior to the execution of this Agreement and each of the Leases) shall be considered withdrawn and shall no longer be eligible for any payment by Lessor.

7.7 Lessor’s Failure to Make Maintenance Payments

If (i) there is no Event of Default by Lessee that has occurred and is continuing under any Lease, (ii) a Lessee has made a valid claim for reimbursement that qualified in all respects for reimbursement pursuant to Appendix 3 hereof, (iii) such claim is not in disputed in good faith by Lessor, and (iv) Lessor fails to pay out a valid claim from Lessee for a Lessor Maintenance Payment or a Lessor Contribution within thirty (30) days after Lessee delivers all documentation reasonably requested by Lessor, then the applicable Lessee shall be entitled to withhold payment of Rent for all Aircraft within the relevant Aircraft Pool up to an amount of the relevant unpaid Lessor Maintenance Payment and/or Lessor Contribution, with the amount of such withheld payment of Rent offset from the Utilization Payment Fund. In the event that the Parties are unable to come to an agreement on any claims, the Parties agree to submit such dispute to a mutually agreeable third-party for resolution.

8 LESSEE SUBSTITUTE ENGINES

8.1 Lessee Engine Substitution Following Confirmation of the Plan

The parties agree that after the Bankruptcy Court confirms the Lessee’s Plan for reorganization in the Bankruptcy Cases, Lessee shall have the right to substitute an Engine under any of the Leases with an engine not listed in the Aircraft Pools that has less green time left at the time of such substitution than the replaced Engine (a “**Lessee Substitute Engine**”). Such replacement will be

subject to (i) both the replaced Engine and the Lessee Substitute Engine having the [REDACTED], and (ii) the relevant Lessor's prior written consent, provided that when the relevant Lessee can demonstrate that the Lessee Substitute Engine is in accordance with the requirements in this paragraph, such consent shall be granted by Lessor. The right to provide Lessee Substitute Engines shall be limited to [REDACTED] such Engines unless otherwise consented to by the relevant Lessor in such Lessor's sole discretion. The parties agree to discuss in good faith and document any appropriate terms and conditions for the possibility of any Lessee seeking the relevant Lessor's consent to effect additional substitutions after reaching the initial [REDACTED] such substitutions. For the avoidance of doubt, to the extent that Lessor has provided Lessee with one or more Lessor Replacement Engines, such Lessor Replacement Engine(s) shall be deemed included in the Aircraft Pools and Lessee shall be permitted to substitute any Engine with such Lessor Replacement Engines. In the case of any such engine substitution, Lessee shall transfer title to the Lessee Substitute Engine to Lessor, and Lessor shall transfer title to the replaced Engine to Lessee in accordance with Section 14.2.2 of the applicable Lease and subject the Lessee Substitute Engine to any applicable secured financing in accordance with Section 25.6 of the applicable Lease. The relevant parties shall execute satisfactory legal documentation to document the engine replacement (including, but not limited to bills of sale).

8.2 Redelivery of Engines

Notwithstanding the foregoing, the applicable Lessee shall have the right to redeliver any of the Engines on any of the airframes within the applicable Aircraft Pool to which the Engine belongs.

9 LESSEE MAINTENANCE REDELIVERY PAYMENTS

9.1 Maintenance Redelivery Payments

Each respective Lessee shall pay Maintenance Redelivery Payments for each Aircraft in accordance with the terms of the relevant Lease. Notwithstanding the terms of each respective Lease, with regard to any Lessee Substitute Engine, the Maintenance Redelivery Payment related to any Non-Pooled Substitute Engine shall not be taken into account in the netting mechanism as described in the relevant Lease and instead shall be calculated on an individual basis by comparing the maintenance condition of such Non-Pooled Substitute Engine as of the relevant Lease Expiration Date to the MIMO Basis of the replaced engine.

10 MISCELLANEOUS

10.1 Confidentiality

This Agreement is strictly confidential and must not be revealed by any of the parties hereto to any person other than those employees, directors, officers, or professional advisers (collectively, "**Related Persons**") of the parties hereto (as applicable) who are responsible for analyzing, negotiating and approving the transaction and who are made aware of the confidential nature of this Agreement. Notwithstanding the foregoing, the Lessee may disclose this Agreement (i) as may be required to obtain the Bankruptcy Court's approval of this Agreement or any of the Leases; or (ii) to the U.S. Trustee, the Unsecured Creditors Committee, the Ad Hoc Bondholders Group or the entities providing the debtor-in-possession financing to each respective Lessee and any of their respective Related Persons.

10.2 Costs and Expenses

Each party hereto will bear their own costs and expenses incurred in the negotiation and execution of this Agreement and each of the Leases.

10.3 Counterparts

This Agreement may be executed in multiple counterparts and by the parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all preceding correspondence, agreements and stipulations whether oral or in writing between the Parties concerning the subject matter hereof.

10.5 Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

10.6 Expenses

Whether or not the transactions contemplated hereby are consummated, each Party shall bear their own respective fees, costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement.

10.7 Amendments

The provisions of this Agreement may only be amended or modified by an instrument in writing executed by the parties hereto.

10.8 Headings

All clause and paragraph headings and captions are purely for convenience and will not affect the interpretation of this Agreement. Any reference to a specific clause, paragraph or section will be interpreted as a reference to such clause, paragraph or section of this Lease.

10.9 Governing Law

THIS AGREEMENT AND THE LEASES AND ALL MATTERS PERTAINING THERETO SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES (OTHER THAN THE

PROVISIONS OF SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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APPENDIX 1

AIRCRAFT POOL #2

MSN 19000234

Lessor: NAC Aviation 33 Limited

Lessee: Aerovias de Mexico

Aircraft: One (1) Embraer model ERJ 190-100LR airframe bearing manufacturer's serial number 19000234 and Mexican registration mark XA-FAC, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 994615 and 994616.

MSN 19000238

Lessor: NAC Aviation 33 Limited

Lessee: Aerovias de Mexico

Aircraft: One (1) Embraer model ERJ 190-100LR airframe bearing manufacturer's serial number 19000238 and Mexican registration mark XA-IAC, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 994623 and 994624.

MSN 19000248

Lessor: NAC Aviation 33 Limited

Lessee: Aerovias de Mexico

Aircraft: One (1) Embraer model ERJ 190-100LR airframe bearing manufacturer's serial number 19000248 and Mexican registration mark XA-JAC, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 994787 and 994789.

APPENDIX 2

UTILIZATION PAYMENT FUNDS AS OF JUNE 18, 2021

Aircraft Pool 2	3	US\$[REDACTED]
Total		US\$[REDACTED]

APPENDIX 3

LESSOR MAINTENANCE PAYMENTS

A. Lessor Maintenance Payments

In accordance with the terms and conditions of Article 7, Lessor shall settle invoices incurred by Lessee for each Qualifying Heavy Maintenance Event during the Term provided that if (1) no Event of Default has occurred and is continuing, (2) the maintenance is performed in accordance with the current Agreed Maintenance Program (or as otherwise agreed in writing), (3) the required maintenance being performed represents a Qualifying Heavy Maintenance Event in accordance with the Omnibus Agreement, and (4) the submission by Lessee of the documentation provided for herein, then Lessee shall be entitled to a contribution by Lessor from the Utilization Payment Funds.

Any payment by the Lessor is subject to compliance of the following conditions to the satisfaction of Lessor (acting reasonably):

- (a) Lessee must work with Lessor and keep Lessor updated on all work scopes, work progress, defects and costs related to the Qualifying Heavy Maintenance Event and provide to Lessor completed documentation in respect of the Qualifying Heavy Maintenance Event;
- (b) supporting technical documentation as summarized below;
- (c) except in the event that Lessor will be making any Lessor Maintenance Payments directly to a maintenance provider, proof of payment by Lessee to the relevant maintenance provider(s) for the work performed;
- (d) for any Lessor Maintenance Payments which are to be made directly to the relevant maintenance providers, Lessee will provide Lessor with Lessee's invoice regarding the proposed Lessor Maintenance Payment along with the invoice from the relevant maintenance provider. In the event that Lessor will be making any Lessor Maintenance Payments directly to a maintenance provider, Lessee will ensure that Lessor is included in the contract with the relevant maintenance provider as an authorized payor party and the maintenance provider will issue such invoices directly to Lessor. However, if the relevant maintenance provider considers that the invoice for the rendering of the services shall only be issued to Lessee, with whom they have a contractual relationship, Lessee shall issue to Lessor the relevant Lessor Maintenance Payment invoice in the amount agreed to be payable by Lessor (with invoice from the relevant maintenance provider addressed to the Lessee attached) and the Lessor shall pay directly to the relevant maintenance provider;
- (e) prior to payment, Lessor shall have received written evidence that Lessee has paid to the relevant maintenance provider in full the part of the total cost for the Qualifying Heavy Maintenance Event which is not to be covered by the Lessor Maintenance Payments; and
- (f) prior to payment for any Qualifying Heavy Maintenance Event relating to Engines, Lessor shall have received a written confirmation from the relevant maintenance provider that the

relevant Engine will be released upon receipt of payment by the Lessee or Lessor of the amount representing the relevant Lessor Maintenance Payments and any additional payments from Lessee, if applicable. In the event that Lessor will be making any such payment for any Qualifying Heavy Maintenance Event relating to Engines, Lessee will ensure that Lessor is included in the contract with the relevant maintenance provider as an authorized payor party and the maintenance provider will issue such invoices directly to Lessor.

All Qualifying Heavy Maintenance Events shall be carried out by an Agreed Maintenance Facility.

All of the foregoing shall be in form and substance reasonably satisfactory to Lessor.

Lessor agrees that any relevant Lessor Maintenance Payments may be made as required deposits or commitment fees in accordance with the customary commercial terms for the relevant Approved Maintenance Facility and paid directly to such Approved Maintenance Facility in advance before any work commences.

In addition, any contribution by Lessor from the Utilization Payment Funds shall be after any reduction from all relevant Manufacturer warranties, guarantees, rebates, discounts, allowances, incentives, credits (including with respect to Engines, credits due to life remaining on any removed Engine parts) or any other reduction in cost.

Lessee shall provide written notice to Lessor no later than sixty (60) days in advance of the scheduled Qualifying Heavy Maintenance Events commencing of the work scope, content, and commercial terms for such maintenance.

Lessor Maintenance Payments in accordance with this Article applies only to the performance of the Qualifying Heavy Maintenance Events. Qualifying Heavy Maintenance Events shall only include scheduled events as defined in the AMM or EMM and will not cover damage from accidents, incidents or operational mishandling. For the avoidance of doubt, if a Qualifying Heavy Maintenance Event is performed during a shop visit necessitated by an accident, incident or operational mishandling, Lessor shall make a Lessor Maintenance Payment to compensate for such Qualifying Heavy Maintenance Event.

B. Exclusions from Qualifying Heavy Maintenance Events

Excluded from **Airframe** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Engine** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Engine LLP's life expired replacement** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Landing Gear and APU** related Qualifying Heavy Maintenance Events are: [REDACTED].

C. Contribution Criteria

(a) Any Lessor Maintenance Payment is subject to receipt by Lessor of an invoice and customary

supporting documentation evidencing performance of a Qualifying Heavy Maintenance Event by an Agreed Maintenance Facility as further detailed in this Section.

- (b) Provided that Lessor has approved in writing, acting reasonably, the pre-induction work scope and any relevant revisions to the work scope for a relevant Qualifying Heavy Maintenance Event, Lessee will be entitled to a Lessor Maintenance Payment in accordance with Article 7 after the work is completed and the Airframe, Engine, APU or Landing Gear, as applicable, has left the relevant maintenance provider, by submitting to Lessor a written statement detailing the amount of Lessee's claim. Upon Lessor's approval of Lessee's claim, Lessee will issue an invoice to Lessor for the claim. Lessor will reimburse Lessee the approved amount within ten (10) Business Days from receipt of Lessee's invoice for such approved Lessee claim (it being understood that if Lessor does not respond to the proposed claim within thirty (30) days from the receipt of the proper and complete documentation supporting such Lessee claim, then Lessee will have the right to issue an invoice for such claim) and Lessor will reimburse Lessee the amount within ten (10) Business Days from receipt of Lessee's invoice. Notwithstanding the above, Lessee will not issue an invoice during any period during which there is a reasonable disagreement between Lessor and Lessee regarding Lessee's proposed claim.
- (c) For the Airframe, proper documentation includes (a) an original Lessee Contribution Claim (and the relevant maintenance provider's detailed invoice for the relevant Airframe maintenance check, if available), (b) the total accumulated Flight Hours and Cycles at the time of relevant Airframe maintenance check, (c) the number of Flight Hours, Cycles and elapsed calendar months since the last relevant Airframe maintenance check, (d) a full description of the final work scope, (e) the Approved Maintenance Program with a listing of all routine and non-routine tasks performed at the relevant Airframe maintenance check with corresponding references to the MPD, (f) a listing of all non-routine tasks performed at the relevant Airframe maintenance check with corresponding cross references to the routine tasks such work was raised against, (g) an itemized labour and materials report relating to each routine and non-routine task performed, if available, provided that Lessee shall have used its best commercial efforts to obtain such report from the applicable MRO facility, (h) return to service release certificate, with listing of all Airworthiness Directives and Service Bulletins complied with during the relevant Airframe maintenance check, (i) [REDACTED], and (j) [REDACTED].
- (d) For any Engine, proper documentation includes (a) an original Lessee Contribution Claim, (b) a description of the reasons for removal, six (6) months ITT margin and average thrust de-rate data, if available, (c) the date of removal and the aircraft to which the Engine was attached prior to removal (which may be the Aircraft), (d) the total accumulated Flight Hours and Cycles at the time of removal, (e) the Flight Hours and Cycles since the last shop visit, (f) a full description of the final work scope, (g) a detailed description of the type of maintenance performed on each module (as per the format of Approved Maintenance Performer's shop visit report), (h) complete Engine LLP list records for the Engine both before and after the shop visit, (i) a shop findings and inspection report, (j) a complete copy of the Approved Maintenance Performer's invoice, including a breakdown of all material replaced, material exchanged, labour, other costs, Service Bulletins and Airworthiness Directives performed, (k) a copy of any test cell performance data, (l) an "on and off" log of serialised parts (configuration listing), (m) a current Service Bulletin and Airworthiness Directives status listing (n) [REDACTED].

- (e) For the Landing Gear, proper documentation includes (a) an original Lessee Contribution Claim, (b) the date, the total accumulated Flight Hours, Cycles and calendar months at the time of Landing Gear removal, (c) the Flight Hours, Cycles and calendar months since the last Landing Gear Overhaul, (d) [REDACTED], (e) complete Life Limited Parts list records for the Landing Gear both before and after the shop visit, (f) a shop findings report, (g) a complete copy of the Approved Maintenance Performer's invoice, including a breakdown of all material replaced, material exchanged, labour and other costs, and Service Bulletins and Airworthiness Directives performed, (h) an on and off log of Parts (configuration listing), (i) a current Service Bulletin and Airworthiness Directives listing applicable to the Landing Gear, (j) [REDACTED], (k) written verification from the Approved Maintenance Performer that the Landing Gear assembly(s) has been released free of any liens and shipped from the Approved Maintenance Performer back to Lessee, (l) the status of all warranty claims and (m) [REDACTED].
- (f) For the APU, proper documentation includes (a) the summary of charges, and (b) the accumulated APU Hours and Cycles since the last APU Restoration as received from Embraer. Lessor will reimburse Lessee for the APU provided by Embraer from Lessee's pooling program in connection with a Qualifying Heavy Maintenance Event based on [REDACTED]. Lessor will only contribute to events that satisfy the definition of APU Restoration in the respective Lease.
- (g) For any Engine and Landing Gear, [REDACTED].
- (h) Documentation showing that the warranty provided by the relevant maintenance provider in connection with the relevant Qualifying Heavy Maintenance Event is fully transferrable or assignable to Lessor or that Lessor has been made a beneficiary of such warranties given.

D. Limitations

- (a) No contribution will be payable by Lessor as long as an Event of Default has occurred and is continuing.
- (b) Subject to Section 7.4 of this Agreement, In the event the amount in the relevant Utilization Payments Funds hereunder is insufficient to pay the cost of the relevant Lessee reimbursable event, Lessee shall make up for and pay any such shortfall and shall not subsequently be permitted to claim any contribution from Lessor related to any such shortfall.

EXECUTION PAGE

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each of the parties hereto effective as of the day and year first above written.

AEROVÍAS DE MÉXICO, S.A. DE C.V.

AEROLITORAL, S.A. DE C.V.

NAC AVIATION 33 LIMITED, as lessor of MSN
19000234

NAC AVIATION 33 LIMITED, as lessor of MSN
19000238

NAC AVIATION 33 LIMITED, as lessor of MSN
19000248

Exhibit 3 to Proposed Order

Pool 4&5 Omnibus Amendment Agreement

Final Draft - #3902458.1

OMNIBUS AMENDMENT AGREEMENT

THIS OMNIBUS AMENDMENT AGREEMENT (this “**Agreement**”) is made and entered into as of [•] day of [•], 2021 (the “**Effective Date**”) by and among:

- (A) NAC AVIATION 32 LIMITED (“**Lessor**”) and
- (B) AEROVÍAS DE MÉXICO, S.A. DE C.V. (“**Aeromexico**”) and AEROLITORAL, S.A. DE C.V. (“**Aerolitoral**”; collectively with Aeromexico, the “**Lessees**”).

(each individually referred to as a “**Party**” and collectively as the “**Parties**”).

Recitals

- A. On June 30, 2020, Grupo Aeromexico, S.A.B. de C.V., Aeromexico, Aerolitoral and certain of their affiliates (collectively, the “**Debtors**”) filed petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. 101 et seq. (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) seeking relief under Chapter 11 of the United States Bankruptcy Code jointly administered under the case captioned Grupo Aeroméxico, S.A.B. de C.V., Case No. 20-11563 (SCC) (Jointly Administered) (the “**Bankruptcy Cases**”).
- B. Aeromexico and Aerolitoral are lessees under existing leases with the Lessor for the Aircraft described on Appendix 1, which leases are subject to certain events of default by virtue of the commencement of the Bankruptcy Cases.
- C. The parties to this Agreement have negotiated and executed amended and restated lease agreements (referred to herein as the Leases) with respect to the Aircraft, together with this Agreement, and the parties wish to obtain all necessary approvals from the Bankruptcy Court in order to make the Leases effective and deliver the Aircraft pursuant to the Leases, together with taking the other steps contemplated by this Agreement.
- D. In consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1 DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings for all purposes of this Agreement and such meanings shall apply to both the singular and the plural forms of the terms defined:

“**Affiliated Debtor**” has the meaning set forth in Section 3.2 of this Agreement.

“**Aircraft**” means, individually and collectively, the aircraft described on Appendix 1 to this Agreement.

"Aircraft Pool" means the Aircraft subject to each Lease which are grouped into Aircraft Pool 4 or Aircraft Pool 5, as applicable, as more particularly described on Appendix 1 attached hereto, based on the ownership and financing associated with such Aircraft.

"Aircraft Pool 4" means, collectively, the Aircraft described as a part of Aircraft Pool 4 on Appendix 1 attached hereto.

"Aircraft Pool 5" means, collectively, the Aircraft described as a part of Aircraft Pool 5 on Appendix 1 attached hereto.

"Airframe" has the meaning set forth in each Lease.

"Allowed Claims" has the meaning set forth in Section 3.2 of this Agreement.

"Approval Order" means an order of the Bankruptcy Court that, *inter alia*, which (a) approves this Agreement and the other Lease Documents and the transactions contemplated under such Lease Agreements, (b) authorizes the assumption of the Original Leases, as amended by this Agreement, the Leases and the other Lease Documents, pursuant to Section 365 of the Bankruptcy Code, (c) authorizes and directs the Lessee's execution, delivery and performance of this Agreement, the other Lease Documents and, as applicable, the Transaction Documents (as that term is defined in each Lease) with respect to each Aircraft and Lease and the Lessee's compliance with the terms and obligations therein, (d) approves the treatment of this Agreement, the other Lease Documents and the other Transaction Documents (as that term is defined in each Lease) with respect to each Aircraft, Lease and Original Lease in the Bankruptcy Cases as set forth in Article 3 of this Agreement; and (e) is otherwise in form and substance reasonably acceptable to the Parties hereto. The initial form of the Approval Order is set forth in Exhibit ___ hereto, with any changes to such form required to be in form and substance reasonably acceptable to the Parties hereto, which consent shall not be unreasonably withheld or delayed.

"Bankruptcy Cases" has the meaning ascribed to such term in the recitals hereto.

"Bankruptcy Code" has the meaning ascribed to such term in the recitals hereto.

"Bankruptcy Court" has the meaning ascribed to such term in the recitals hereto.

"Debtors" has the meaning ascribed to such term in the recitals hereto.

"Effective Date" means the first date that each of the conditions set forth in Section 2.3 hereof have been satisfied.

"Engine" has the meaning set forth in each Lease or, prior to the Effective Time and the execution thereof, under each Original Lease.

"Expiration Date" has the meaning set forth in each Lease.

"Heavy Maintenance Event" has the meaning set forth in Exhibit P to each Lease.

"Lease" or **"Leases"** means, individually or collectively, those certain Amended and Restated Aircraft Lease Agreements to be executed as soon as practicable after the Effective Date by and between the

relevant Lessor and relevant Lessee with respect to the relevant Aircraft, which Leases amend and restate the Original Leases.

“Lease Documents” means this Agreement and each of the other documents executed as contemplated in this Agreement, including, without limitation, the Leases and, to the extent contemplated to be executed concurrently with the Leases, the “Transaction Documents” as defined under each of the Leases.

“Lessee Substitute Engine” has the meaning set forth in Section 8.1 of this Agreement.

“Lessor Claim” or **“Lessor Claims”** has the meaning set forth in Section 3.2 of this Agreement.

“Lessor Contribution” has the meaning set forth in Section 7.4 of this Agreement.

“Lessor Maintenance Payments” has the meaning set forth in Section 7.1 of this Agreement.

“Lessor Replacement Engine” has the meaning set forth in Section 6.1 of this Agreement.

“Maintenance Redelivery Payment” has the meaning set forth in each Lease.

“MIMO Basis” has the meaning set forth in each Lease.

“MIMO Component” has the meaning set forth in each Lease.

“Non-Pooled Substitute Engine” means, for each Aircraft Pool, a Lessee Substitute Engine that comes from outside such Aircraft Pool.

“Original Lease” shall have the meaning set forth in each of the Leases.

“Original Leases” means all of the Original Leases pursuant to the Leases.

“Parties” has the meaning set forth in the introductory paragraph hereof.

“PBH Stipulation” means that certain Stipulation and Order between Certain Debtors and Counterparties Concerning Certain Equipment, as approved by the Bankruptcy Court on September 21, 2020 [Docket No. 419], between the Lessor and the Lessees that relates to the Aircraft.

“Petition Date” means June 30, 2020.

“Qualifying Heavy Maintenance Event” means a Heavy Maintenance Event for which Lessee is entitled to a contribution by Lessor from the Utilization Payment Funds in accordance with this Agreement.

“Utilization Payment Funds” means the utilization payment funds to be used hereunder for Qualifying Heavy Maintenance Events for any applicable Aircraft Pool in accordance with the terms and conditions of the Leases and this Agreement. As of the date of this Agreement, the current Utilization Payment Funds for each Aircraft Pool are as set forth in Appendix 2 attached hereto.

Other capitalized terms used herein and not otherwise defined shall have the meanings set forth in the relevant Leases.

2. CONSUMMATION AND EFFECTIVENESS OF TRANSACTIONS

2.1 Conditions Precedent

The obligations of the parties under this Agreement with respect to the transactions contemplated hereby shall be subject to the satisfaction of the following conditions precedent:

- (a) each of the Parties shall have received a duly executed copy of this Agreement duly authorized, executed and delivered by the respective parties thereto;
- (b) the representations and warranties set forth herein and in the other Lease Documents shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to a different date, in which case such representation or warranty shall be true and correct as of such other date);
- (c) the Bankruptcy Court's entry of the Approval Order;
- (d) no event of default (or event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof)) has occurred within the meaning of any of the Lease Documents; provided, however, that this clause will not be triggered by (i) any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Bankruptcy Cases or related parallel and ancillary insolvency proceedings and (ii) any default or event of default that would constitute a default of the type described in Section 365(b)(2) of the Bankruptcy Code in respect of any Lessee's (or affiliated debtors' and debtors-in-possession's) current Bankruptcy Cases;
- (e) upon the entry of the Approval Order, the expiration and/or waiver of any stay under Bankruptcy Rule 6004(h); and
- (f) Lessor's lender's approval.

3. BANKRUPTCY MATTERS

3.1 Plan Treatment of this Amendment

Any plan of reorganization filed by the Lessees shall reaffirm the approval of this Agreement and the Lease Documents and assumption of the Leases (as amended by this Agreement and the other Lease Documents) by each relevant Lessee.

3.2 Prepetition Claim Matters

- (a) In connection with the Leases and the other leases between the Lessees and lessors that are Affiliates of Nordic Aviation Capital A/S, the applicable Lessor is entitled to an allowed general unsecured claim (for each such Lessor, a "**Lessor Claim**" and, collectively for all lessors of Lessee that are Affiliates of Nordic Aviation Capital A/S, the "**Lessor Claims**") against the applicable Lessee in the Bankruptcy Cases pending

in the Bankruptcy Court, that equals the sum of: (i) any prepetition rents and other obligations that were due and owing under the Original Lease as of the Petition Date, plus (ii) any pre-petition claims arising from the leases between Affiliates of Nordic Aviation Capital A/S as lessors and the Lessees or their Affiliates for EMB 170-100 aircraft, including, without limitation, any lease rejection damages, plus (iii) reasonable out-of-pocket expenses and other amounts paid and otherwise incurred by such Lessor subject to the Lessee's indemnification obligations under each Lease that have not been repaid by the relevant Lessee, up to a maximum of US\$ [REDACTED], plus (iv) the amount by which (A) the present value of rents and other obligations owed by the relevant Lessee to the relevant Lessor under the terms of each respective Original Lease (as in existence immediately prior to the Petition Date) for the period after the Petition Date exceeds (B) the present value of the rents and other obligations owed by the Lessee to the Lessor under the terms of the Leases for the period covering the term of the Lease (which term was in effect immediately prior to the Petition Date) (or, if such Lease is being rejected, under an actual or projected market rate lease that can be obtained in the current marketplace (taking into account the applicable remarketing period and reduced by all costs and expenses needed to be incurred to effect such market-value replacement lease for the term of the remaining lease), plus (v) to the extent not duplicative of the foregoing, any decrease in the expected residual value of the Aircraft subject to each Lease due to the terms of this Agreement as compared to that expected under each Lease as in effect immediately prior to the Petition Date (i.e., due to the decreased value arising from projected worsened return condition of the Aircraft under the Lease). The Parties agree that for purposes of calculating the Lessor Claims, (a) the discount rate for calculating the present values shall be a discount rate of [REDACTED]% and (b) the assumed remarketing period for obtaining a new lease is two years. To the extent that the relevant Lessor believes that it would be prudent and/or reasonable to file an amendment to the existing proofs of claim filed in connection with any Lease in the Bankruptcy Cases, any such amended proof(s) of claim for any Lease shall be filed by no later than 30 days after the later of (i) the Effective Date or (ii) the date such Lease has been executed.

(b) Allowed Claims. The allowed amount of the Lessor Claims and claims against any guarantor or sublessee that is an affiliate of the applicable Lessee (each, an "**Affiliated Debtor**") (collectively, the "**Allowed Claims**") shall be given the same treatment as the holders of other similarly situated general unsecured claims against the applicable Lessee or Affiliated Debtor, as the case may be. The order approving the Allowed Claims shall provide that such Allowed Claims shall not be (either directly or indirectly) (Y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (Z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the U.S. Bankruptcy Code.

3.3 Further Assurances

From and after the Effective Date, each of the parties hereto shall execute, acknowledge and deliver all such further instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to the other parties the full execution and compliance of

the Leases contemplated hereby in accordance with the terms hereof.

4 LEASE SECURITY DEPOSITS

4.1 Lease Security Deposits

As applicable, the relevant Lessor shall retain all existing security deposits paid with respect to the Aircraft under the relevant Original Lease and any aircraft that were not yet delivered but with respect to which Lessor holds security deposits, and shall apply such security deposits to its respective Lessor's Claim. No additional security deposits will be required under the Leases.

5 AIRCRAFT POOLS

5.1 Aircraft Pools

Other than in connection with any Lessor Replacement Engine or any Lessee Substitute Engine, if applicable, each Aircraft Pool will remain static as defined on Appendix 1 throughout the term of each respective Lease without regard to any changes in ownership or financing of any Aircraft within such Aircraft Pool after the date hereof.

6 RESERVED

7 LESSOR MAINTENANCE PAYMENTS

7.1 Lessor Payment for Maintenance Events

During the Lease Term of any Lease, so long as there is no Event of Default by Lessee under any Lease, the relevant Lessor will pay for Qualified Heavy Maintenance Events up to the amount held in the applicable Utilization Payment Funds for the relevant Aircraft Pool (as such Utilization Payment Funds may be adjusted hereunder from time to time, including, without limitation, as described above to account for any Lessor Replacement Engine, if applicable) (the "**Lessor Maintenance Payments**") as further described in this Article 7 and Appendix 3.

7.2 Deduction from Utilization Payment Funds

For the avoidance of doubt, any contribution by any Lessor towards the maintenance of any of the Aircraft from June 18, 2021 until the simultaneous execution of this Agreement and each of the Leases will be deducted from the Utilization Payment Funds for any applicable Aircraft Pool. The parties furthermore confirm that any Lessor Maintenance Payments hereunder will only be available for maintenance performed on the Airframe and Engines described in each Aircraft Pool and not for any replacement thereof.

7.3 Application of Utilization Payment Funds

All current Utilization Payment Funds for any applicable Aircraft Pool (as adjusted in accordance with the terms of this Agreement) will be applied as set forth in Appendix 3 until exhausted to (a) reimburse Lessee for the next-due Qualified Heavy Maintenance Events occurring at any time after the date of execution of the Leases and prior to the relevant Lease Expiration Date for any

Aircraft in such Aircraft Pool, and (b) offset any Maintenance Redelivery Payments owed by Lessee at the relevant Lease Expiration Date for any Aircraft in such Aircraft Pool. For the avoidance of doubt, the total amount of Utilization Payment Funds shall be pooled across all components and all Aircraft within each Aircraft Pool and not held on an Aircraft-by-Aircraft or a component-by-component basis. Once the Utilization Payment Funds and the amount of any Lessor Contribution in an Aircraft Pool has been exhausted, all subsequent Qualifying Heavy Maintenance Events and Maintenance Redelivery Payments shall be paid by Lessee. Lessee shall aim to maximize the remaining green time available to the next event, provided, that Lessee will schedule maintenance events in a reasonable manner consistent with its business needs and based on its fleet requirements, available maintenance slots and similar considerations.

7.4 Reserved

7.5 Maintenance Payments to GE

In addition to the foregoing, the relevant Lessor and relevant Lessee will cooperate in good faith and will use reasonable efforts to cause General Electric (GE) to permit the relevant Lessor to make payments directly to GE under any applicable Lessee's long-term engine maintenance agreement with GE. Each such Lessor and such Lessee will likewise work together in good faith to cause GE to permit Aeromexico to apply the pricing in effect under the Aeromexico long-term maintenance agreement or the applicable Lessor's long-term engine maintenance agreement, whichever is more advantageous to Aeromexico.

7.6 Maintenance Claims Prior to Petition Date

All maintenance claims submitted by Lessee to Lessor, but not settled prior to the Petition Date (such amount to be agreed in writing prior to the execution of this Agreement and each of the Leases) shall be considered withdrawn and shall no longer be eligible for any payment by Lessor.

7.7 Lessor's Failure to Make Maintenance Payments

If (i) there is no Event of Default by Lessee that has occurred and is continuing under any Lease, (ii) a Lessee has made a valid claim for reimbursement that qualified in all respects for reimbursement pursuant to Appendix 3 hereof, (iii) such claim is not in disputed in good faith by Lessor, and (iv) Lessor fails to pay out a valid claim from Lessee for a Lessor Maintenance Payment or a Lessor Contribution within thirty (30) days after Lessee delivers all documentation reasonably requested by Lessor, then the applicable Lessee shall be entitled to withhold payment of Rent for all Aircraft within the relevant Aircraft Pool up to an amount of the relevant unpaid Lessor Maintenance Payment and/or Lessor Contribution, with the amount of such withheld payment of Rent offset from the Utilization Payment Fund. In the event that the Parties are unable to come to an agreement on any claims, the Parties agree to submit such dispute to a mutually agreeable third-party for resolution.

8 LESSEE SUBSTITUTE ENGINES

8.1 Lessee Engine Substitution Following Confirmation of the Plan

The parties agree that after the Bankruptcy Court confirms the Lessee's Plan for reorganization in

the Bankruptcy Cases, Lessee shall have the right to substitute an Engine under any of the Leases with an engine not listed in the Aircraft Pools that has less green time left at the time of such substitution than the replaced Engine (a "**Lessee Substitute Engine**"). Such replacement will be subject to (i) both the replaced Engine and the Lessee Substitute Engine having the [REDACTED], and (ii) the relevant Lessor's prior written consent, provided that when the relevant Lessee can demonstrate that the Lessee Substitute Engine is in accordance with the requirements in this paragraph, such consent shall be granted by Lessor. The right to provide Lessee Substitute Engines shall be limited to [REDACTED] such Engines unless otherwise consented to by the relevant Lessor in such Lessor's sole discretion. The parties agree to discuss in good faith and document any appropriate terms and conditions for the possibility of any Lessee seeking the relevant Lessor's consent to effect additional substitutions after reaching the initial [REDACTED] such substitutions. For the avoidance of doubt, to the extent that Lessor has provided Lessee with one or more Lessor Replacement Engines, such Lessor Replacement Engine(s) shall be deemed included in the Aircraft Pools and Lessee shall be permitted to substitute any Engine with such Lessor Replacement Engines. In the case of any such engine substitution, Lessee shall transfer title to the Lessee Substitute Engine to Lessor, and Lessor shall transfer title to the replaced Engine to Lessee in accordance with Section 14.2.2 of the applicable Lease and subject the Lessee Substitute Engine to any applicable secured financing in accordance with Section 25.6 of the applicable Lease. The relevant parties shall execute satisfactory legal documentation to document the engine replacement (including, but not limited to bills of sale).

8.2 Redelivery of Engines

Notwithstanding the foregoing, the applicable Lessee shall have the right to redeliver any of the Engines on any of the airframes within the applicable Aircraft Pool to which the Engine belongs.

9 LESSEE MAINTENANCE REDELIVERY PAYMENTS

9.1 Maintenance Redelivery Payments

Each respective Lessee shall pay Maintenance Redelivery Payments for each Aircraft in accordance with the terms of the relevant Lease. Notwithstanding the terms of each respective Lease, with regard to any Lessee Substitute Engine, the Maintenance Redelivery Payment related to any Non-Pooled Substitute Engine shall not be taken into account in the netting mechanism as described in the relevant Lease and instead shall be calculated on an individual basis by comparing the maintenance condition of such Non-Pooled Substitute Engine as of the relevant Lease Expiration Date to the MIMO Basis of the replaced engine.

10 MISCELLANEOUS

10.1 Confidentiality

This Agreement is strictly confidential and must not be revealed by any of the parties hereto to any person other than those employees, directors, officers, or professional advisers (collectively, "**Related Persons**") of the parties hereto (as applicable) who are responsible for analyzing, negotiating and approving the transaction and who are made aware of the confidential nature of this Agreement. Notwithstanding the foregoing, the Lessee may disclose this Agreement (i) as may be required to obtain the Bankruptcy Court's approval of this Agreement or any of the Leases;

or (ii) to the U.S. Trustee, the Unsecured Creditors Committee, the Ad Hoc Bondholders Group or the entities providing the debtor-in-possession financing to each respective Lessee and any of their respective Related Persons.

10.2 Costs and Expenses

Each party hereto will bear their own costs and expenses incurred in the negotiation and execution of this Agreement and each of the Leases.

10.3 Counterparts

This Agreement may be executed in multiple counterparts and by the parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all preceding correspondence, agreements and stipulations whether oral or in writing between the Parties concerning the subject matter hereof.

10.5 Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

10.6 Expenses

Whether or not the transactions contemplated hereby are consummated, each Party shall bear their own respective fees, costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement.

10.7 Amendments

The provisions of this Agreement may only be amended or modified by an instrument in writing executed by the parties hereto.

10.8 Headings

All clause and paragraph headings and captions are purely for convenience and will not affect the interpretation of this Agreement. Any reference to a specific clause, paragraph or section will be interpreted as a reference to such clause, paragraph or section of this Lease.

10.9 Governing Law

THIS AGREEMENT AND THE LEASES AND ALL MATTERS PERTAINING THERETO SHALL IN ALL

RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES (OTHER THAN THE PROVISIONS OF SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank.]

APPENDIX 1

AIRCRAFT POOL #4

MSN 19000538

Lessor: NAC Aviation 32 Limited

Lessee: Aerovias de Mexico

Aircraft: One (1) Embraer model E190-100LR airframe bearing manufacturer's serial number 19000538 and Mexican registration mark XA-ACK, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 424364 and 424365.

AIRCRAFT POOL #5

MSN 1900554

Lessor: NAC Aviation 32 Limited

Lessee: Aerovias de Mexico

Aircraft: One (1) Embraer model E190-100LR airframe bearing manufacturer's serial number 19000554 and Mexican registration mark XA-ACS, together with two (2) General Electric model CF34-10E6 engines respectively bearing manufacturer's serial numbers 424402 and 424404.

APPENDIX 2

UTILIZATION PAYMENT FUNDS AS OF JUNE 18, 2021

Aircraft Pool 4	1	US\$[REDACTED]
Aircraft Pool 5	1	US\$[REDACTED]
Total		US\$[REDACTED]

APPENDIX 3

LESSOR MAINTENANCE PAYMENTS

A. Lessor Maintenance Payments

In accordance with the terms and conditions of Article 7, Lessor shall settle invoices incurred by Lessee for each Qualifying Heavy Maintenance Event during the Term provided that if (1) no Event of Default has occurred and is continuing, (2) the maintenance is performed in accordance with the current Agreed Maintenance Program (or as otherwise agreed in writing), (3) the required maintenance being performed represents a Qualifying Heavy Maintenance Event in accordance with the Omnibus Agreement, and (4) the submission by Lessee of the documentation provided for herein, then Lessee shall be entitled to a contribution by Lessor from the Utilization Payment Funds.

Any payment by the Lessor is subject to compliance of the following conditions to the satisfaction of Lessor (acting reasonably):

- (a) Lessee must work with Lessor and keep Lessor updated on all work scopes, work progress, defects and costs related to the Qualifying Heavy Maintenance Event and provide to Lessor completed documentation in respect of the Qualifying Heavy Maintenance Event;
- (b) supporting technical documentation as summarized below;
- (c) except in the event that Lessor will be making any Lessor Maintenance Payments directly to a maintenance provider, proof of payment by Lessee to the relevant maintenance provider(s) for the work performed;
- (d) for any Lessor Maintenance Payments which are to be made directly to the relevant maintenance providers, Lessee will provide Lessor with Lessee's invoice regarding the proposed Lessor Maintenance Payment along with the invoice from the relevant maintenance provider. In the event that Lessor will be making any Lessor Maintenance Payments directly to a maintenance provider, Lessee will ensure that Lessor is included in the contract with the relevant maintenance provider as an authorized payor party and the maintenance provider will issue such invoices directly to Lessor. However, if the relevant maintenance provider considers that the invoice for the rendering of the services shall only be issued to Lessee, with whom they have a contractual relationship, Lessee shall issue to Lessor the relevant Lessor Maintenance Payment invoice in the amount agreed to be payable by Lessor (with invoice from the relevant maintenance provider addressed to the Lessee attached) and the Lessor shall pay directly to the relevant maintenance provider;
- (e) prior to payment, Lessor shall have received written evidence that Lessee has paid to the relevant maintenance provider in full the part of the total cost for the Qualifying Heavy Maintenance Event which is not to be covered by the Lessor Maintenance Payments; and
- (f) prior to payment for any Qualifying Heavy Maintenance Event relating to Engines, Lessor shall have received a written confirmation from the relevant maintenance provider that the

relevant Engine will be released upon receipt of payment by the Lessee or Lessor of the amount representing the relevant Lessor Maintenance Payments and any additional payments from Lessee, if applicable. In the event that Lessor will be making any such payment for any Qualifying Heavy Maintenance Event relating to Engines, Lessee will ensure that Lessor is included in the contract with the relevant maintenance provider as an authorized payor party and the maintenance provider will issue such invoices directly to Lessor.

All Qualifying Heavy Maintenance Events shall be carried out by an Agreed Maintenance Facility.

All of the foregoing shall be in form and substance reasonably satisfactory to Lessor.

Lessor agrees that any relevant Lessor Maintenance Payments may be made as required deposits or commitment fees in accordance with the customary commercial terms for the relevant Approved Maintenance Facility and paid directly to such Approved Maintenance Facility in advance before any work commences.

In addition, any contribution by Lessor from the Utilization Payment Funds shall be after any reduction from all relevant Manufacturer warranties, guarantees, rebates, discounts, allowances, incentives, credits (including with respect to Engines, credits due to life remaining on any removed Engine parts) or any other reduction in cost.

Lessee shall provide written notice to Lessor no later than sixty (60) days in advance of the scheduled Qualifying Heavy Maintenance Events commencing of the work scope, content, and commercial terms for such maintenance.

Lessor Maintenance Payments in accordance with this Article applies only to the performance of the Qualifying Heavy Maintenance Events. Qualifying Heavy Maintenance Events shall only include scheduled events as defined in the AMM or EMM and will not cover damage from accidents, incidents or operational mishandling. For the avoidance of doubt, if a Qualifying Heavy Maintenance Event is performed during a shop visit necessitated by an accident, incident or operational mishandling, Lessor shall make a Lessor Maintenance Payment to compensate for such Qualifying Heavy Maintenance Event.

B. Exclusions from Qualifying Heavy Maintenance Events

Excluded from **Airframe** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Engine** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Engine LLP's life expired replacement** related Qualifying Heavy Maintenance Events are: [REDACTED].

Excluded from **Landing Gear and APU** related Qualifying Heavy Maintenance Events are [REDACTED].

C. Contribution Criteria

(a) Any Lessor Maintenance Payment is subject to receipt by Lessor of an invoice and customary

supporting documentation evidencing performance of a Qualifying Heavy Maintenance Event by an Agreed Maintenance Facility as further detailed in this Section.

- (b) Provided that Lessor has approved in writing, acting reasonably, the pre-induction work scope and any relevant revisions to the work scope for a relevant Qualifying Heavy Maintenance Event, Lessee will be entitled to a Lessor Maintenance Payment in accordance with Article 7 after the work is completed and the Airframe, Engine, APU or Landing Gear, as applicable, has left the relevant maintenance provider, by submitting to Lessor a written statement detailing the amount of Lessee's claim. Upon Lessor's approval of Lessee's claim, Lessee will issue an invoice to Lessor for the claim. Lessor will reimburse Lessee the approved amount within ten (10) Business Days from receipt of Lessee's invoice for such approved Lessee claim (it being understood that if Lessor does not respond to the proposed claim within thirty (30) days from the receipt of the proper and complete documentation supporting such Lessee claim, then Lessee will have the right to issue an invoice for such claim) and Lessor will reimburse Lessee the amount within ten (10) Business Days from receipt of Lessee's invoice. Notwithstanding the above, Lessee will not issue an invoice during any period during which there is a reasonable disagreement between Lessor and Lessee regarding Lessee's proposed claim.
- (c) For the Airframe, proper documentation includes (a) an original Lessee Contribution Claim (and the relevant maintenance provider's detailed invoice for the relevant Airframe maintenance check, if available), (b) the total accumulated Flight Hours and Cycles at the time of relevant Airframe maintenance check, (c) the number of Flight Hours, Cycles and elapsed calendar months since the last relevant Airframe maintenance check, (d) a full description of the final work scope, (e) the Approved Maintenance Program with a listing of all routine and non-routine tasks performed at the relevant Airframe maintenance check with corresponding references to the MPD, (f) a listing of all non-routine tasks performed at the relevant Airframe maintenance check with corresponding cross references to the routine tasks such work was raised against, (g) an itemized labour and materials report relating to each routine and non-routine task performed, if available, provided that Lessee shall have used its best commercial efforts to obtain such report from the applicable MRO facility, (h) return to service release certificate, with listing of all Airworthiness Directives and Service Bulletins complied with during the relevant Airframe maintenance check, (i) [REDACTED], and (j) [REDACTED].
- (d) For any Engine, proper documentation includes (a) an original Lessee Contribution Claim, (b) a description of the reasons for removal, six (6) months ITT margin and average thrust de-rate data, if available, (c) the date of removal and the aircraft to which the Engine was attached prior to removal (which may be the Aircraft), (d) the total accumulated Flight Hours and Cycles at the time of removal, (e) the Flight Hours and Cycles since the last shop visit, (f) a full description of the final work scope, (g) a detailed description of the type of maintenance performed on each module (as per the format of Approved Maintenance Performer's shop visit report), (h) complete Engine LLP list records for the Engine both before and after the shop visit, (i) a shop findings and inspection report, (j) a complete copy of the Approved Maintenance Performer's invoice, including a breakdown of all material replaced, material exchanged, labour, other costs, Service Bulletins and Airworthiness Directives performed, (k) a copy of any test cell performance data, (l) an "on and off" log of serialised parts (configuration listing), (m) a current Service Bulletin and Airworthiness Directives status listing (n) [REDACTED].

- (e) For the Landing Gear, proper documentation includes (a) an original Lessee Contribution Claim, (b) the date, the total accumulated Flight Hours, Cycles and calendar months at the time of Landing Gear removal, (c) the Flight Hours, Cycles and calendar months since the last Landing Gear Overhaul, (d) [REDACTED], (e) complete Life Limited Parts list records for the Landing Gear both before and after the shop visit, (f) a shop findings report, (g) a complete copy of the Approved Maintenance Performer's invoice, including a breakdown of all material replaced, material exchanged, labour and other costs, and Service Bulletins and Airworthiness Directives performed, (h) an on and off log of Parts (configuration listing), (i) a current Service Bulletin and Airworthiness Directives listing applicable to the Landing Gear, (j) [REDACTED], (k) written verification from the Approved Maintenance Performer that the Landing Gear assembly(s) has been released free of any liens and shipped from the Approved Maintenance Performer back to Lessee, (l) the status of all warranty claims and (m) [REDACTED].
- (f) For the APU, proper documentation includes (a) the summary of charges, and (b) the accumulated APU Hours and Cycles since the last APU Restoration as received from Embraer. Lessor will reimburse Lessee for the APU provided by Embraer from Lessee's pooling program in connection with a Qualifying Heavy Maintenance Event based on [REDACTED]. Lessor will only contribute to events that satisfy the definition of APU Restoration in the respective Lease.
- (g) For any Engine and Landing Gear, [REDACTED].
- (h) Documentation showing that the warranty provided by the relevant maintenance provider in connection with the relevant Qualifying Heavy Maintenance Event is fully transferrable or assignable to Lessor or that Lessor has been made a beneficiary of such warranties given.

D. Limitations

- (a) No contribution will be payable by Lessor as long as an Event of Default has occurred and is continuing.
- (b) Subject to Section 7.4 of this Agreement, In the event the amount in the relevant Utilization Payments Funds hereunder is insufficient to pay the cost of the relevant Lessee reimbursable event, Lessee shall make up for and pay any such shortfall and shall not subsequently be permitted to claim any contribution from Lessor related to any such shortfall.

EXECUTION PAGE

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each of the parties hereto effective as of the day and year first above written.

AEROVÍAS DE MÉXICO, S.A. DE C.V.

AEROLITORAL, S.A. DE C.V.

NAC AVIATION 32 LIMITED, as lessor of MSN
19000538

NAC AVIATION 32 LIMITED, as lessor of MSN
19000554

Exhibit 4 to Proposed Order

Form of Amended Aircraft Lease

This draft remains subject to:

- NAC board approval
- NAC lenders sign off
- NAC local counsel review

AMENDED AND RESTATED AIRCRAFT LEASE AGREEMENT

Between

[]¹

as Lessor

and

[Aerolitoral, S.A. de C.V.] [Aerovias de Mexico]²

as Lessee

Aircraft Type: EMBRAER ERJ [190-100IGW]³
MSN: []⁴
Contract Number: []⁵

¹ NAC entity to be inserted for each specific aircraft.

² Aeromexico entity to be inserted for each specific aircraft.

³ Aircraft type to be updated for each specific aircraft.

⁴ Aircraft MSN to be inserted for each specific aircraft.

⁵ Contract number to be inserted for each specific aircraft. To be confirmed if this will be the same as the original lease or a new number.

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⁶ To be included for each Aerolitoral, S.A. de C.V. individual lease agreement in a form previously agreed upon in Aeroliteral / NAC leases.

AMENDED AND RESTATED AIRCRAFT LEASE AGREEMENT

THIS AMENDED AND RESTATED AIRCRAFT LEASE AGREEMENT (this “Lease”) is made and entered into as of this [•] day of [•], 2021 between:

- (A) [____], a company incorporated under the Laws of Ireland whose address and principal place of business is [____] (“**Lessor**”); and
- (B) [____], a company incorporated under the Laws of Mexico whose address and principal place of business is [____] (“**Lessee**”).

(each individually referred to as a “**Party**” and collectively as the “**Parties**”).

-
- A. The subject matter of this Lease is an operational lease of one (1) used Embraer model ERJ [190-100IGW]⁷ aircraft with Manufacturer’s serial number [____]⁸.
 - B. Lessor and Lessee have previously entered into an aircraft lease agreement dated as of [____]⁹ (as amended, supplemented or otherwise modified from time to time, the “**Original Lease**”), and Lessor and Lessee wish to amend and restate the Original Lease.
 - C. Lessor and Lessee have also entered into that certain Omnibus Amendment Agreement dated as of [•], 2021 (the “**Omnibus Amendment Agreement**”) which outlines additional terms and conditions as it relates to Lessee’s continued leasing of the Aircraft and the Companion Aircraft.
 - D. Lessee wishes to continue to lease the Aircraft from Lessor, and Lessor wishes to continue to lease the Aircraft to Lessee pursuant to this Lease and the Omnibus Amendment Agreement.
 - E. On commencement of the leasing, the Aircraft will be financed by Lender.

1 AGREEMENT TO LEASE

Pursuant to the terms of this Lease, Lessor agrees to lease the Aircraft to Lessee and Lessee agrees to take the Aircraft on lease from Lessor.

2 CONDITIONS PRECEDENT

2.1 Conditions Precedent

- 2.1.1 Lessor’s obligation to lease the Aircraft to Lessee in accordance with this Lease is subject to satisfaction of Lessor conditions precedent under Part 1 and 2 of Section A of EXHIBIT F (*Lessor Conditions Precedent*) on or before the Effective Date (the “**Lessor Conditions Precedent**”).
- 2.1.2 Lessee’s obligation to lease the Aircraft from Lessor in accordance with this Lease is subject to satisfaction of Lessee conditions precedent under Section B of EXHIBIT F (*Lessee Conditions Precedent*) on or before the Effective Date (the “**Lessee Conditions Precedent**”).

⁷ Aircraft type to be updated for each specific aircraft.

⁸ Aircraft MSN to be inserted for each specific aircraft.

⁹ Original lease agreement date to be inserted for each specific aircraft.

2.2 Waiver and Termination of Conditions Precedent

If any condition precedent specified in Clause 2.1 is not satisfied on or before the Effective Date in accordance with the terms of this Lease, the Party who is the beneficiary of such condition precedent may (at its sole discretion), waive or defer satisfaction thereof on such terms and for such period as it may determine and notify to the other Party in writing, and, the other Party will ensure that any conditions deferred will be duly satisfied. Should Lessor defer any Lessor Conditions Precedent until after the Effective Date, such deferred condition precedent shall be deemed a Condition Subsequent for all purposes of this Lease.

2.3 Conditions Subsequent

Lessor's obligation to continue leasing the Aircraft to Lessee is subject to the satisfaction of Lessor conditions subsequent under Section C of EXHIBIT F (*Conditions Precedent*) within the time limits required thereunder (the "**Conditions Subsequent**").

2.4 Waiver of Conditions Subsequent and Termination

2.4.1 If any of the Conditions Subsequent is not satisfied within the time required for such Condition Subsequent, such non-satisfaction shall be an Event of Default in accordance with Clause 22.1 and Lessor may (at its sole discretion) either (1) defer satisfaction thereof on such terms and for such period as Lessor may determine and notify Lessee in writing thereof, or (2) exercise the remedies available under Clauses 22.3 and 22.5.

2.4.2 If Lessor defers satisfaction of any Condition Subsequent and Lessee does not meet the terms of any such deferral, the terms of Clause 2.4.1 shall apply to such non-satisfaction.

2.4.3 This Clause 2.4 shall survive the expiration or termination of this Lease.

3 DELIVERY AND ACCEPTANCE

3.1 Delivery

The Parties agree and reconfirm that Lessee has technically accepted and taken delivery of the Aircraft at [__XXX__] on [__XXX__] in accordance with the terms of the Original Lease and on such date issued the Certificate of Acceptance in respect of the inspection of the Aircraft.¹⁰

3.2 Risk of Loss following Delivery

At Delivery, all risk of loss or damage to the Aircraft has passed to Lessee and remains with Lessee for the duration of the Lease Term.

4 LEASE TERM AND EXPIRATION DATE

4.1 Lease Term

The leasing of the Aircraft under this Lease commenced on the Delivery Date and shall continue for the Lease Term.

4.2 Expiration Date

¹⁰ To be updated for each individual lease agreement.

This Lease expires or terminates either on the Expiration Date or on such prior or later date on which this Lease is set out to expire or terminate pursuant to the terms hereof.

5 SECURITY DEPOSIT

5.1 Security Deposit

No security deposit shall apply pursuant to this Lease. Any security deposit or similar security under the Original Lease, if any, shall be applied in accordance with the Omnibus Amendment Agreement.

6 RENT

6.1 Monthly Rent

During the Lease Term, Lessee shall pay the Rent to Lessor for the leasing of the Aircraft pursuant to the terms hereof.

6.2 Rent Due Date

6.2.1 The Rent is payable monthly in (i) [REDACTED] in respect of the PBH Rent and (ii) in [REDACTED] in respect of the Fixed Rent and due on (x) in respect of the PBH Rent, in accordance with EXHIBIT B (*Lease Specific Terms*), and (y) in respect of the Fixed Rent, the first (1st) day of each calendar month (in each case, the "**Rent Due Date**"). If the Rent Due Date is not a Business Day, the Rent shall be payable on the Business Day immediately preceding such Rent Due Date.

6.2.2 If the Lease Term ends on a day not being the last day of the month, Lessee shall pay, on the last Rent Due Date prior to the Expiration Date, an amount in accordance with the definition of "Rent" in EXHIBIT B (*Lease Specific Terms*) for the period from such Rent Due Date up to and including the Expiration Date.

7 PAYMENTS

7.1 Withholdings; After-Tax Basis

7.1.1 All payments by Lessee under this Lease and the other Transaction Documents (including Rent, Past Due Interest, fees and indemnity payments) shall be made in full without any deduction or withholding for Taxes imposed in the State of Registration or any jurisdiction from which such payments are made unless Lessee is prohibited by Law from doing so, in which event (other than in the case of Lessor Taxes) Lessee shall pay to Lessor an additional amount such that the net payment received by Lessor is received on an After-Tax Basis.

7.1.2 Lessee shall in connection with a deduction or withholding for Tax:

- (a) ensure that the deduction or withholding does not exceed the minimum amount required by Law;
- (b) pay to the relevant Governmental Authorities within the period for payment permitted by applicable Law the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant hereto); and

- (c) furnish to Lessor as soon as reasonably possible after each payment an official receipt of the relevant Governmental Authorities involved (if applicable) or provide other evidence for the payment of all amounts so deducted or withheld.

7.2 Net Lease

7.2.1 This Lease is a net lease, and other than as expressly permitted under this Lease and the Omnibus Amendment Agreement, Lessee's obligations to pay Rent and all other payments and to perform all other obligations under this Lease are absolute and unconditional. Lessee's obligations shall not be terminated, suspended or amended and any amounts expressed to be payable by Lessee shall not be cancelled or reduced due to any circumstance whatsoever, including any:

- (a) setoff, counterclaim, recoupment, defence or other right (including any right of reimbursement) which Lessee may have against Lessor, any other Lessor Indemnitee, a prior lessee, any Manufacturer or any other Person for any reason;
- (b) unavailability or interruption in use of the Aircraft for any reason, including a requisition thereof or any prohibition or interference with or other restriction against Lessee's use, operation or possession of the Aircraft (whether by Law or otherwise), any defect (whether discoverable or not) in title, airworthiness, merchantability, fitness for any purpose, condition, design, specification, damage or operation of any kind or nature of the Aircraft;
- (c) ineligibility of the Aircraft for any particular use or trade or for registration under the Laws of any jurisdiction;
- (d) Total Loss of the Aircraft, the Airframe, any Engine or any Aircraft Item;
- (e) insolvency, bankruptcy, reorganisation, arrangement, readjustment of debt, dissolution, liquidation, receivership, administration or similar proceedings by or against Lessor, Owner, Lender, any other Lessor Indemnitee, Lessee, a prior lessee, any Manufacturer or any other Person;
- (f) invalidity or unenforceability or lack of due authorisation of or other defect in this Lease or the other Transaction Documents;
- (g) failure or delay on the part of any Party to perform its obligations under this Lease or the other Transaction Documents; or
- (h) other circumstance which but for this provision would or might have the effect of terminating or in any other way affecting any of Lessee's obligations.

7.2.2 The provisions of Clause 7.2.1 shall (1) not limit the right of Lessee to take legal action against Lessor as a consequence of a breach by Lessor of any of its obligations under this Lease; and (2) be without prejudice to the right of Lessee under any quiet enjoyment undertaking provided pursuant to Clause 12.7.

7.3 Bank Accounts for Payments

7.3.1 All payments by Lessee to Lessor under this Lease shall be made for value on or before their respective due dates and in same day available funds to such bank account of Lessor as Lessor shall specify from time to time in writing to Lessee. Payments of Rent shall be made in Dollars and payments of other amounts shall be made in the currency in which they are denominated

and, in the case of any Taxes or Losses, in the currency in which the same are imposed or suffered.

- 7.3.2 All payments by Lessor to Lessee under this Lease shall be made for value on or before their respective due dates and in same day available funds to such bank account of Lessee as Lessee shall specify from time to time in writing to Lessor.

7.4 Past Due Interest

If Lessor has not received the Rent or any other amount on their respective due dates as set out herein, Lessor will suffer loss and damages, the exact nature and amount of which are difficult or impossible to ascertain. Without prejudice to any other rights of Lessor, Lessee shall pay to Lessor on demand from time to time interest at the Past Due Interest Rate (both before and after any judgment) (by way of agreed compensation and not as a penalty) on any due and unpaid amounts payable by Lessee under this Lease from the due date (inclusive of any grace period) to the date of payment in full by Lessee to Lessor (the "**Past Due Interest**"). All such unpaid Past Due Interest will be compounded monthly and calculated based on the actual number of days elapsed and a 360-day year. Any Past Due Interest which remains unpaid after a Lessor demand for payment shall thereafter bear interest at the Past Due Interest Rate.

7.5 Lessor Payments

Where, under any provision of this Lease, Lessor is obliged to make any payment to Lessee, Lessor may set off, deduct or withhold from such payment any amount then due and payable by Lessee or under any Companion Leases, but unpaid, to Lessor or any of the other Lessor Indemnitees. Lessor shall give Lessee notice of any such set off, deduction or withholding but the failure to do so shall not in any way affect such set off, deduction or withholding.

8 TAXES

8.1 Tax Indemnity

- 8.1.1 Subject to Clause 8.1.2, Lessee shall indemnify and hold harmless each Tax Indemnitee on demand in respect of all Taxes levied or imposed on Lessee, Lessor or such other Tax Indemnitee, whenever incurred, relating to or attributable to Lessee, this Lease, the other Transaction Documents to which Lessee is a party or the Aircraft, any Engine or any Aircraft Item, directly or indirectly connected with the (1) ownership or (2) possession, delivery, leasing, use, operation, testing, transportation, importation, exportation, registration, repair, management, subleasing (with or without Lessor consent), wet-leasing or chartering, replacement, storage, refurbishment, maintenance, service, modification, redelivery and disposition ("**Taxable Use**") of the Aircraft, any Engine or any Aircraft Item.

- 8.1.2 Lessee's obligation to indemnify under Clause 8.1.1 excludes any Taxes which:

- (a) are imposed on the net income, profits or gains of Lessor or the relevant Tax Indemnitee by the Tax authorities in its country of incorporation (not including any Tax imposed by any Government Entity of any jurisdiction if and to the extent that such Tax results from (1) the Taxable Use of the Aircraft, any Engine or any Aircraft Item in such jurisdiction, or (2) the situs of the organisation, any place of business or any activity of Lessee or of any other Person having use, possession or custody of the Aircraft, any Engine or any Aircraft Item in such jurisdiction; or

- (b) are imposed solely as a result of either (1) an event which has occurred before the commencement of the Lease Term, or (2) an event which occurs after the Expiration Date, and in either case, such event is not related to Lessor's dealings with Lessee in accordance with this Lease, the transactions contemplated by this Lease or the use or operation of the Aircraft during the Lease Term; or
- (c) to the extent imposed as a result of fraud, wilful misconduct or Gross Negligence of the relevant Tax Indemnitee or the breach by Lessor of its express obligations, representations or warranties under this Lease or the other Transaction Documents unless such breach is caused by or results from a failure by Lessee to perform any of its obligations under this Lease or the other Transaction Documents; or
- (d) imposed on or as the result of or in connection with the sale, transfer, assignment (whether legal or equitable) or other disposition (1) by any Tax Indemnitee of any of its rights with respect to any Transaction Document, the Aircraft, the Airframe, any Engine or any Aircraft Item or (2) of any interest (direct or indirect) in a Tax Indemnitee, in each case, other than any such sale, transfer, assignment or other disposition related to the exercise of remedies in accordance with this Lease as a result of an Event of Default; or
- (e) to the extent imposed as a result of any Lessor Lien;
- (f) are imposed as a result of any connection between that Tax Indemnitee and the jurisdiction imposing the Tax that is unrelated to the transactions contemplated by the Transaction Documents and not resulting from the Taxable Use of the Aircraft, any Engine or any Aircraft Item in such jurisdiction; or
- (g) are imposed on or payable by such Tax Indemnitee that would not have been imposed on or payable by any Tax Indemnitee but for the existence of the Owner's financing of the Aircraft except Taxes imposed as a result of (i) the negligence or wilful misconduct of Lessee or other Person having use, possession or custody of the Aircraft or (ii) a breach by Lessee of its express obligations, representations or warranties under this Lease or the other Transaction Documents.

The Taxes excluded under this Clause 8.1.2 are collectively referred to as "**Lessor Taxes**".

8.2 Notice and Contest Rights

- 8.2.1 If a written notice of any claim is made against any Tax Indemnitee for any Taxes for which Lessee is required to indemnify such Tax Indemnitee pursuant to Clause 8.1, such Tax Indemnitee shall promptly notify Lessee thereof in writing; provided, however, that a failure to so notify will not diminish or relieve Lessee of any obligations to indemnify pursuant to Clause 8.1, except to the extent Lessee's or such Tax Indemnitee's successful defence of such claim is precluded thereby. If reasonably requested by Lessee in writing within thirty (30) days of Lessee's receipt of notice of such claim, and to the extent that there are means available by which to do so, such Tax Indemnitee shall, so long as no default or Event of Default shall have occurred and be continuing, in good faith diligently contest by pursuing all administrative appeals in the name of such Tax Indemnitee or, in such Tax Indemnitee's discretion if requested by Lessee, contest in the name of Lessee (or permit Lessee in such Tax Indemnitee's discretion if requested by Lessee, to contest in the name of Lessee) the validity, applicability or amount of such Taxes by (1) resisting payment thereof, if practicable, (2) paying the same only under protest, if protest is necessary and proper or (3) if payment shall be made seeking a refund thereof in appropriate administrative proceedings; provided, however, that prior to taking any of the actions described in (1), (2), or (3):

- (a) Lessee shall have agreed to indemnify, and shall indemnify on an After-Tax Basis on demand, such Tax Indemnitee in a manner satisfactory to such Tax Indemnitee for all costs and expenses which such Tax Indemnitee may incur in connection with contesting such claim (including all reasonable legal and accountants' fees and disbursements and the amount of any interest, penalties or additions to Tax which may be payable as a result of contesting such claim);
 - (b) such Tax Indemnitee shall have determined in good faith that such contest shall not result in a risk of sale, forfeiture or loss of, or creation of any Lien on, the Aircraft, any Engine or any Aircraft Item;
 - (c) if such contest is to be initiated by the payment of, and the claiming of a refund for, such Taxes, Lessee shall have advanced to such Tax Indemnitee sufficient funds (on an interest-free basis and, if such Tax Indemnitee shall have determined in good faith that such advance results in taxable income to such Tax Indemnitee on an After-Tax Basis) to make such payment;
 - (d) such Tax Indemnitee shall have received an opinion of an independent tax counsel selected by such Tax Indemnitee that a reasonable basis exists for such contest;
 - (e) Lessee shall have delivered to such Tax Indemnitee a written acknowledgment of Lessee's obligation to indemnify such Tax Indemnitee for the Tax being contested if the contest is not successful;
 - (f) the contest is not for a Tax the imposition of which has been previously contested by Lessee or such Tax Indemnitee, and such contest (including all allowable appeals) was decided adversely to Lessee.
- 8.2.2 Nothing contained in this Clause 8.2 shall require any Tax Indemnitee to contest, or permit Lessee to contest in the name of such Tax Indemnitee, a claim which such Tax Indemnitee would otherwise be required to contest pursuant to this Clause 8.2 if such Tax Indemnitee shall waive payment by Lessee of any amount that might otherwise be payable by Lessee under Clause 8.1.1 in connection with such claim and all similar and related claims.

8.3 Arranging its Tax Affairs

Except as provided under this Lease and the other Transaction Documents, nothing shall interfere with the right of Lessor or any other Tax Indemnitee to arrange its tax affairs in whatever manner it thinks fit and, in particular, but without limitation, Lessor or any other Tax Indemnitee shall not be under any obligation to claim credit, relief, remission or repayment from or against its corporate profits or similar Tax liability in respect of the amount of any such deduction or withholding in priority to any other claims, reliefs, credits or deductions available to Lessor or any of the other Tax Indemnitees or oblige Lessor or any of the other Tax Indemnitees to disclose any information relating to its Tax affairs.

8.4 VAT

- 8.4.1 Lessee will pay to Lessor or the relevant tax authority (as applicable) the amount of any value added tax, any consumption, goods and services, sales or turnover tax, any imposition, charge or levy of a similar nature (together, "**VAT**") made in any jurisdiction in respect of any supply for VAT purposes under this Lease or any of the other Transaction Documents. Any amount stated as payable by Lessee under any Transaction Document is exclusive of VAT and if VAT is payable in respect of any amount, Lessee shall (1) pay and indemnify Lessor on demand against such VAT; (2) where appropriate and consistent with the provisions of Clause 7,

increase the amount of any payment to Lessor so that the net amount Lessor receives is equal to the amount it would have received had such VAT not been payable; and (3) provide evidence of payment of such VAT to Lessor, at its request.

- 8.4.2 Lessee shall provide information, certified documents and if necessary signed representations regarding facts of Lessee and its operations in accordance with the principles of Clause 24 if requested to do so by Lessor in order to support the VAT treatment of any payment pursuant to this Lease.

8.5 Tax Refund

Subject to Clause 8.3, upon receipt by a Tax Indemnitee of a refund, credit or tax benefit arising as a result of all or any part of any Taxes for which Lessee has indemnified the Tax Indemnitee or otherwise paid additional amounts to the Tax Indemnitee, the Tax Indemnitee shall, provided no Event of Default has occurred and is continuing, pay to Lessee (1) the net amount of such Taxes refunded or such credit or Tax benefit realized by such Tax Indemnitee as a result of any payment by such Tax Indemnitee pursuant to this Clause 8.5, and (2) any amount representing interest attributable to such Taxes that is received by the Tax Indemnitee from the relevant Governmental Authorities.

8.6 Verification

At Lessee's written request within thirty (30) days following Lessee's receipt of any Tax Indemnitee's claim for an indemnity pursuant to this Clause 8, or of an amount otherwise payable on an After-Tax Basis pursuant to this Lease, the amount of such claim shall be subject to confidential verification in writing by an internationally recognized firm of certified public accountants selected by Lessor and reasonably acceptable to such Tax Indemnitee. The accounting firm shall be requested to complete its review within thirty (30) days of Lessee's request for such verification. The computations of such accounting firm shall (i) be delivered simultaneously to Lessee, Lessor and such Tax Indemnitee and (ii) absent prima facie error, be final, binding and conclusive upon Lessee and such Tax Indemnitee. If Lessee pays any indemnity in whole or in part before completion of the verification procedure, appropriate adjustments will be made promptly after completion of the verification procedure to take into account any redetermination of the indemnity by the accounting firm. The fee and disbursements of such accounting firm shall be paid by Lessee unless such verification shall disclose an error in such Tax Indemnitee's claimed indemnity amount in favor of such Tax Indemnitee exceeding ten percent, in which case such fee and disbursements shall be paid by such Tax Indemnitee. Lessee and such Tax Indemnitee shall cooperate with such accounting firm and (subject to such accounting firm's execution of a confidentiality agreement reasonably satisfactory to Lessee, Lessor and such Tax Indemnitee) shall supply such accounting firm with all information reasonably necessary to permit such review and determination.

8.7 Forms

Lessor agrees to furnish, and to procure that any other, relevant Tax Indemnitee furnishes, from time to time to Lessee or to such other Person as Lessee may designate, at Lessee's request and expense, such documentation or other duly executed and properly completed forms by each Tax Indemnitee as such Tax Indemnitee may be permitted and legally able to deliver and as may be necessary or appropriate in order to claim any reduction of, or exemption from any Tax which Lessee may be required to indemnify against hereunder, unless such Tax Indemnitee determines that furnishing such forms would or could reasonably be expected to have an adverse effect on the business or operations of such Tax Indemnitee.

8.8 Survival

Lessee's indemnity and other obligations under this Clause 8 shall remain in full force and effect, notwithstanding the assignment, novation, expiration or termination of this Lease.

9 WAIVER AND DISCLAIMER

9.1 Waiver and Disclaimer

9.1.1 THE AIRCRAFT, THE AIRCRAFT DOCUMENTS AND ANYTHING ELSE DELIVERED TO LESSEE ARE DELIVERED AND LEASED TO LESSEE AND ACCEPTED BY LESSEE "AS-IS, WHERE-IS", WITH ALL FAULTS.

9.1.2 LESSEE'S EXECUTION AND DELIVERY OF THE CERTIFICATE OF ACCEPTANCE IS CONCLUSIVE EVIDENCE THAT (1) LESSEE HAS HAD SUFFICIENT OPPORTUNITY TO INSPECT THE AIRCRAFT AND AIRCRAFT DOCUMENTS THOROUGHLY, (2) LESSEE HAS CONDUCTED SUCH INSPECTION OF THE AIRCRAFT AND AIRCRAFT DOCUMENTS, (3) THE PRE-DELIVERY PROCEDURE HAS BEEN COMPLETED, (4) THE AIRCRAFT WAS IN THE DELIVERY CONDITION AT DELIVERY, (5) THE AIRCRAFT, INCLUDING ITS OPERATION, AND AIRCRAFT DOCUMENTS ARE IN ALL RESPECTS SATISFACTORY TO LESSEE, INCLUDING TECHNICALLY, AND FULLY COMPLY WITH ALL REQUIREMENTS OF THIS LEASE AND (6) LESSEE HAS ACCEPTED DELIVERY OF THE AIRCRAFT FOR THE PURPOSES OF LEASING IT UNDER THIS LEASE.

9.1.3 LESSEE UNCONDITIONALLY ACKNOWLEDGES AND AGREES THAT NONE OF LESSOR OR THE OTHER LESSOR INDEMNITEES HAS MADE OR GIVEN, OR SHALL BE DEEMED TO HAVE MADE OR GIVEN, ANY PROMISE, GUARANTEE, REPRESENTATION, WARRANTY, CONDITION, TERM, COVENANT OR UNDERTAKING, WHETHER EXPRESS OR IMPLIED, ARISING BY WAY OF STATUTE, COURSE OF DEALING, PERFORMANCE, USAGE, TRADE OR OTHERWISE, OR HAS ASSUMED OR SHALL HAVE ANY LIABILITY, HOWSOEVER ARISING, WITH RESPECT TO THE AIRCRAFT, ANY ENGINE, ANY AIRCRAFT ITEM OR THE AIRCRAFT DOCUMENTS, INCLUDING WITHOUT LIMITATION, AS TO:

- (a) THE QUALITY, DESCRIPTION, MERCHANTABILITY, SERVICEABILITY, CONDITION, DESIGN, AIRWORTHINESS, COMPLIANCE WITH SPECIFICATIONS, VALUE, AGE, OPERATION, PERFORMANCE, FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE OF THE AIRCRAFT, ANY ENGINE OR ANY AIRCRAFT ITEM;
- (b) THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE AIRCRAFT, ANY ENGINE OR ANY AIRCRAFT ITEM;
- (c) THE CONFORMITY OF THE AIRCRAFT TO THE DESCRIPTION OR CONDITION SPECIFIED IN THIS LEASE;
- (d) THE ADEQUACY OF ANY AIRCRAFT DOCUMENTS;
- (e) THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE;
- (f) THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT; AND
- (g) ANY OTHER MATTER WHATSOEVER RELATING TO THE AIRCRAFT, ANY ENGINE, ANY AIRCRAFT ITEM AND THE AIRCRAFT DOCUMENTS.

9.1.4 LESSOR AND ANY OTHER LESSOR INDEMNITEE SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT OR IN TORT, BY STATUTE OR OTHERWISE, HOWSOEVER AND WHENEVER ARISING) TO LESSEE OR ANY PARTY CLAIMING UNDER OR THROUGH LESSEE OR TO ANY OTHER PARTY, FOR:

- (a) THE DELIVERY, OPERATION, USE, PERFORMANCE, REPAIR, REPLACEMENT, MODIFICATION, MAINTENANCE OR SERVICING OF THE AIRCRAFT, ANY ENGINE OR ANY AIRCRAFT ITEM;
- (b) ANY COST, LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) CAUSED BY OR CONNECTED TO THE AIRCRAFT, ANY ENGINE OR ANY AIRCRAFT ITEM, OR ALLEGED TO BE SO CAUSED OR CONNECTED, INCLUDING IN RESPECT OF ITS CONDITION, DESIGN, MANUFACTURE, USE, OPERATION, PERFORMANCE AND ANY OTHER MATTERS MENTIONED IN CLAUSE 9.1.3;
- (c) ANY LOSS OF PROFIT OR REVENUE, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY KIND OR NATURE; OR
- (d) ANY LOSS OR SUSPENSION OF CERTIFICATION OF THE AIRCRAFT, GROUNDING OF THE AIRCRAFT OR OTHER INTERRUPTION OF SERVICE,

SAVE THAT NOTHING IN THIS CLAUSE 9.1.4 OR IN THIS LEASE SHALL BE CONSTRUED AS EXCLUDING OR RESTRICTING LIABILITY FOR FRAUDULENT MISREPRESENTATION.

- 9.1.5 LESSEE IRREVOCABLY WAIVES AND AGREES NOT TO SEEK TO ESTABLISH OR ENFORCE ANY RIGHTS, REMEDIES OR CLAIMS (WHETHER ARISING IN CONTRACT OR IN TORT, BY STATUTE OR OTHERWISE) AGAINST ANY OF LESSOR OR THE OTHER LESSOR INDEMNITEES IN RESPECT OF ANY OF THE MATTERS REFERRED TO IN THIS CLAUSE 9.1.

9.2 Confirmation

LESSEE CONFIRMS THAT IT IS FULLY AWARE OF THE PROVISIONS OF THIS CLAUSE 9 AND ACKNOWLEDGES AND AGREES THAT THE RENT AND ALL OTHER CONDITIONS OF THIS LEASE HAVE BEEN AGREED AND BASED ON ITS PROVISIONS.

9.3 Survival

The provisions of this Clause 9 shall remain in full force and effect, notwithstanding the assignment, novation, expiration or termination of this Lease.

10 TITLE AND REGISTRATION

10.1 Title to and Interest in the Aircraft

- 10.1.1 Title to the Aircraft, the Engines and the Aircraft Items shall during the Lease Term remain vested in Owner. Lessee has no right, title or interest in the Aircraft the Engines and the Aircraft Items except as provided under this Lease.
- 10.1.2 Lessee shall from time to time at Lessor's request take such steps then required by or available under Law to protect and perfect the title of Owner and interests of Lessor, Owner and Lender in the Aircraft, the Engines and the Aircraft Items, this Lease and the other Transaction Documents in the State of Registration and in any other jurisdictions in or over which Lessee may operate the Aircraft, the Engines and the Aircraft Items or where the Aircraft, the Engines and the Aircraft Items from time to time may be located. All reasonable out of pocket costs and expenses incurred by Lessee in doing so shall be reimbursed by Lessor.
- 10.1.3 Lessee shall not take or permit any action or omit to take any action that prejudices the rights, title and interests of Lessor, Owner and Lender in and to the Aircraft, the Engines or the Aircraft Items, this Lease and the other Transaction Documents.

10.2 Identification Plates

- 10.2.1 Lessee will, at its expense, affix on the Airframe and each Engine identification plate (to be of a size no smaller than 2" x 3") to be containing legends of Lessor's determination (the "**Identification Plates**").
- 10.2.2 Lessee shall, at its expense, maintain at all times during the Lease Term the Identification Plates on the Airframe and each Engine.
- 10.2.3 If Lessor or Owner transfers any of its interests in the Aircraft or this Lease as permitted herein or Owner finances or refinances the Aircraft, Lessee shall, at Lessor's request and cost, as soon as reasonably practicable, affix to the Airframe and each Engine any new amended Identification Plates provided by Lessor.

10.3 Engine and APU Logbook

Lessee shall, to the extent they exist or are applicable, at its expense, at all times maintain a record in the logbook (or equivalent) for each Engine and the APU evidencing that the respective Engine and the APU is owned by Owner and, if Owner finances or refinances the Aircraft and grants a Mortgage over it, is subject to the Mortgage in favour of Lender.

10.4 Lessee's Accounting

The Aircraft may not be entered as Lessee's asset in its company accounting or annual report nor may the Aircraft be listed as Lessee's asset in any report of Lessee. Should the Laws of the country of Lessee require the value of the Aircraft to be entered as an asset and the remaining Rent entered as liabilities in the annual accounting or report of Lessee, the annual report must clearly state that the asset of the value of the Aircraft has been entered solely to comply with the Laws of that country with respect to such accounting and that it in no way constitutes any claim of the Aircraft ownership, which shall at all times remain with Owner.

10.5 Aircraft Registration

- 10.5.1 Lessee, at its expense, is responsible for maintaining the registration of the Aircraft on the aircraft register in the State of Registration during the Lease Term, unless otherwise agreed under the terms herein. As applicable and permissible, the Aircraft shall be registered in the name of Owner, as owner, Lessor, as lessor, and Lessee, as operator, and noting the interests of Lessor, Owner and Lender at the aircraft register in the State of Registration.
- 10.5.2 Lessee shall ensure that the original certificate of registration for the Aircraft is kept on the Aircraft or, where it is permitted to be removed, in safe custody.

10.6 Cape Town Convention

- 10.6.1 Lessee shall make such registrations and filings under the Cape Town Convention as can be made by Lessee and fully cooperate with Lessor in the registration and filings of the respective interests of Lessor, Owner and Lender under the Cape Town Convention. Without limiting the generality of the foregoing, Lessee shall:
- (a) at Lessor's request perform such acts and execute and deliver such agreements and instruments (including any subordination), including entering into any amendments to this Lease, the other Transaction Documents and/or any other document relating to the transactions contemplated herein, as Lessor may reasonably request to (a) protect, enhance or perfect Lessor's, Owner's and/or Lender's interest in the Aircraft and each Engine, this Lease, the other Transaction Documents and any other document relating

to the transactions contemplated herein under the Cape Town Convention and (b) allow Lessor, Owner and/or Lender to enforce any agreements between the Parties hereto under the Cape Town Convention;

- (b) provide all assistance and cooperation to Lessor as may be required to enable Lessor to procure the filing with, and/or registration in the international register(s) maintained by, the international registry of the Cape Town Convention of any agreement between the Parties, including this Lease, the other Transaction Documents and/or any other document relating to the transactions contemplated herein (including agreements between Lessor, and/or Owner and the Lenders), including making any filing or registration through the 'designated entry point' (as defined in the Cape Town Convention) in the State of Registration (if a 'designated entry point' is applicable);
- (c) without the consent of Lessor, not permit any Person, other than Lessor, Owner and/or Lender, to make any international registry filings (including prospective filings) under the Cape Town Convention in relation to the Aircraft and each Engine and any agreement between the Parties, including this Lease, the other Transaction Documents or any other document relating to the transactions contemplated herein; and
- (d) exclude in writing the application of any provision of the Cape Town Convention that Lessor deems desirable in connection with the foregoing (if permitted by any applicable Law).

10.6.2 Without limiting the generality of the foregoing, if the Cape Town Convention is applicable, Lessee shall file with the Aviation Authority and complete all the relevant registrations and filings in the State of Registration with the Aviation Authority in order to protect the respective rights and interests of Lessor, Owner and Lender in connection with the Aircraft under the Cape Town Convention.

10.6.3 The Parties confirm that:

- (a) The events which are referred to in Clause 22 as Events of Default are events that constitute a default or otherwise give rise to the rights and remedies specified in Articles 8 to 10 and 13 of the Cape Town Convention and Articles IX and X of the protocol to the Cape Town Convention;
- (b) Lessor has power to dispose of the Airframe and the Engines for the purpose of and in accordance with Article 7(b) of the Cape Town Convention; and
- (c) Lessor may assign the associated rights (as defined in Article 1 of the Cape Town Convention) pursuant to any Finance Document, in each case, subject to the terms and conditions of this Lease, which associated rights: (1) consist of all rights to payment or other performance by Lessee (as debtor) under this Lease, and (2) are associated with the Airframe and the Engines being aircraft objects for the purposes of the Cape Town Convention and the protocol to the Cape Town Convention; any such assignment shall be made in accordance with and subject to Clause 25.

10.6.4 Lessee's assistance and cooperation as set out in this Clause 10.6 shall be provided without any claim or compensation.

10.7 Registration Evidence

- 10.7.1 As Lessor may reasonably request from time to time, Lessee shall furnish to Lessor evidence reasonably satisfactory to Lessor of the registrations and filings required under this Clause 10 for which Lessee is responsible and/or is in control of.
- 10.7.2 Lessee shall ensure that Lessor at all times during the Lease Term is in the possession of a copy of the then current certificate of registration of the Aircraft, the then current Certificate of Airworthiness and the valid ARC (if applicable).

11 NO LIENS

Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien on or with respect to this Lease, the other Transaction Documents, the Insurances, the Aircraft, any Engine or any Aircraft Item, title thereto or any interest therein, except Permitted Liens. If any such Lien (other than a Permitted Lien) is being created during the Lease Term, Lessee shall promptly take such steps as are required to procure the immediate release thereof. If at any time the interests of Lessor, Owner or Lender are jeopardized by such Lien, Lessor, Owner or Lender may cause the Lien to be removed. Lessee shall pay all costs and expenses (including legal fees) incurred by Lessor, Owner or Lender in connection with such removal.

12 OPERATION OF AIRCRAFT

12.1 Costs of Operation

- 12.1.1 During the Lease Term, Lessee shall be responsible for all costs in connection with the possession and operation of the Aircraft, for profit or otherwise (including the costs of flight crews, cabin personnel, fuel, oil, lubricants, maintenance, insurance, storage, Flight Charges, passenger service and any and all other expenses of any kind or nature, directly or indirectly, incurred in connection with or related to the possession, use, movement and operation of the Aircraft).
- 12.1.2 During the Lease Term, Lessee shall procure that all costs for which Lessee is responsible under Clause 12.1.1 are paid no later than on their respective due dates.
- 12.1.3 The obligations of Lessee under this Clause 12.1 shall remain in full force and effect, notwithstanding the assignment, novation, expiration or termination of this Lease.

12.2 Lawful Operation

During the Lease Term, Lessee may, subject to the proper configuration of and/or equipment in the Aircraft, use the Aircraft in lawful operation for:

- (a) the commercial transportation of passengers, baggage, freight and/or mail and any non-commercial flights and positioning flights as may be required pursuant to this Lease; and
- (b) the occasional training, qualifying or reconfirming the status of cockpit personnel when such personnel meets the requirements specified in Clause 12.4; provided that Lessee shall not utilise the Aircraft for training purposes to a greater extent than it utilises any other similar aircraft in its fleet for such purposes;

and always on and subject to the terms and conditions of this Lease and generally in such manner as complies with all regulations and directives of the relevant Aviation Authority and any other Governmental Authorities having jurisdiction over Lessee or the Aircraft.

12.3 Prohibited Use

12.3.1 Lessee shall not use the Aircraft for the carriage of:

- (a) whole animals living or dead except in the cargo compartments according to I.A.T.A. regulations, except (1) assistance dogs and (2) domestic pet animals carried in a suitable container to prevent the escape of any liquid and to ensure the welfare of such animal;
- (b) acids, toxic, chemicals, other corrosive materials, explosives, nuclear fuels, wastes, or any nuclear assemblies or components, except as permitted by schedule issued by I.A.T.A. from time to time and provided that all the requirements for packaging or otherwise contained therein are fulfilled, or any other goods, materials or items of cargo of a hazardous nature or which could reasonably be expected to cause damage to the Aircraft; or
- (c) knowingly carry any illegal or prohibited goods.

12.3.2 Lessee shall not permit or cause the Aircraft or any Aircraft Item to be:

- (a) operated, used or employed in any manner or business, which is illegal;
- (b) operated, used or employed in or over any area or in any manner which may render the Aircraft liable either to condemnation, destruction, seizure, requisition or confiscation by any Governmental Authority;
- (c) registered in, proceed to or remain at, any location which for the time being is the subject of Sanctions and/or that could reasonably be expected to result in Lessee, Lessor or any Lessor Indemnitee being in breach of any Sanctions (if and to the extent applicable to any of them), unless Lessee complies with all requirements or conditions set out in such Sanctions for the registration, positioning, use of, or operation of, the Aircraft in or to such location;
- (d) operated, used or employed in any manner or business, which is prohibited under any applicable Law, provided that if at any time during the Lease Term the leasing of the Aircraft constitutes a breach of such Law, Lessee will have the possibility of remedying such breach as soon as practicable and in any event within thirty (30) days; this thirty (30) day rectification period will not apply in the event such breach imposes any liability on Owner, Lessor or any Lender;
- (e) operated, used or employed in (1) any manner not covered by the Insurances, or (2) any area excluded from coverage by the Insurances or (3) any manner which would prejudice the interests of the Lessor Indemnitees in the Insurances, the Aircraft, any Engine or any Aircraft Item or would subject any such person to any risk of criminal liability;
- (f) except as otherwise expressly agreed in this Lease, maintained in a manner which discriminates against the Aircraft when compared with the way Lessee maintains similar aircraft, engines or parts in Lessee's fleet;
- (g) operated, used or employed contrary to any Manufacturer's operating manuals or instructions, or in violation of any applicable airworthiness certificate or registration relating thereto; or
- (h) operated, used or employed (1) for a purpose involving or for the benefit of any Restricted Party, or (2) or in any manner that could result in a violation by Lessee, Lessor or any Lessor Indemnitee of Sanctions.

12.3.3 Notwithstanding anything to the contrary herein, if Lessee becomes aware that the leasing of the Aircraft to Lessee under this Lease is in breach of any European Union Law or regulation or any other applicable Law (including Sanctions) or regulation, Lessee shall promptly notify Lessor without undue delay.

12.3.4 Lessee shall not and procure that no operator of the Aircraft shall:

- (a) represent or hold out any of the Lessor Indemnitees as carrying goods or passengers on the Aircraft or as being in any way connected or associated with any operation or carriage (whether for lease or reward or gratuitously) which may be undertaken by Lessee;
- (b) inform any person that any of the Lessor Indemnitees is responsible for any costs associated with the operation, maintenance or repair of Aircraft;
- (c) abandon or part with the possession, care, custody or control of the Aircraft, any Engine or any Aircraft Item (other than as expressly permitted under this Lease); or
- (d) attempt, or hold itself out as having any power, to lease (other than as expressly permitted in this Lease) or otherwise dispose of the Aircraft, any Engine or any Aircraft Item.

12.4 Qualified Personnel

12.4.1 The Aircraft shall always be flown by a cockpit crew with a valid commercial pilot license and instrument rating, a current type rating for the same type as the Aircraft (if required by the Aviation Authority), and in compliance with the requirements of the Insurances.

12.4.2 In addition, all other personnel directly or indirectly employed by Lessee in connection with the operation and maintenance of the Aircraft shall have the qualifications and hold the licenses required by the Aviation Authority and applicable Law.

12.5 Consents, Licenses and Permissions

12.5.1 Lessee shall throughout the Lease Term maintain, at its own expense, from all Governmental Authorities having jurisdiction over Lessee, the Aircraft or the operation of the Aircraft, including the State of Registration, all requisite consents, licenses and permissions as are or will be required for or in connection with the Aircraft, this Lease, the other Transaction Documents and the operation and use of the Aircraft.

12.5.2 Lessee shall, on Lessor's request, promptly supply to Lessor a copy of such consents, licenses and permissions.

12.6 Habitual Base

Without the consent of Lessor, Lessee shall throughout the Lease Term ensure that:

- (a) the Aircraft Documents are located at the Habitual Base, on the Aircraft or in such other location as required by applicable Law; and
- (b) the Aircraft is habitually based at and operated from the Habitual Base.

12.7 Quiet Enjoyment

- 12.7.1 Neither Lessor, nor any Person claiming by, through or under Lessor will (provided no Event of Default has occurred and is continuing) interfere with the quiet possession, use and enjoyment of the Aircraft by Lessee during the Lease Term.
- 12.7.2 The exercise by Lessor or any Lessor Indemnitee of their respective rights under or as permitted by this Lease or the other Transaction Documents does not constitute an interference with Lessee's quiet possession, use and enjoyment of the Aircraft.
- 12.7.3 The Notice and Acknowledgment shall include an undertaking from the Lenders containing terms substantially similar to this Clause 12.7 and in form and substance as previously agreed between Lessor and Lessee.

13 SUBLEASING

13.1 No Subleasing without Lessor Consent

- 13.1.1 Lessee shall not sublease the Aircraft, any Engine or any Aircraft Item at any time without the consent of Lessor (not to be unreasonably withheld or delayed); provided that, no Lessor consent shall be required if Lessee subleases to a Permitted Sublessee.
- 13.1.2 Any permitted sublease shall be subject to the terms of EXHIBIT M (*Sublease Requirements*).
- 13.1.3 Notwithstanding any sublease of the Aircraft, Lessee will remain fully liable and primarily responsible for the performance, and procuring observance of and compliance with, all its obligations under this Lease and the other Transaction Documents.

13.2 Wet-Leasing and Charter

Notwithstanding Clause 13.1, as long as no Event of Default has occurred and is continuing, Lessee may enter into agreements regarding the charter, wet-lease or similar arrangements (herein collectively "**wet-lease**") in respect of the Aircraft for a period not exceeding six (6) months, provided that (1) the wet-lease does not extend or is not capable of extending beyond the period which is two (2) months prior to the Expiration Date, (2) the agreements regarding the wet-lease are expressly subject and subordinate to rights and interests of Lessor, Owner and Lender in the Aircraft and this Lease and the other Transaction Documents (and the wet-lessee shall if requested by Lessor confirm so in writing), (3) the State of Registration and the Habitual Base do not change, (4) the wet-lessee is not a Restricted Party, and (5) the Aircraft at all times during any wet-lease remains (a) under the responsibility and operational control of Lessee, (b) subject to the Insurances, (c) subject to the Agreed Maintenance Program, and (d) operated under Lessee's AOC.

13.3 Costs of Lessor

If an amendment of the registration of a Mortgage and/or other security rights is required due to a subleasing or change of registration requested by Lessee, all reasonable out-of-pocket expenses and fees relating to such registration (including reasonable legal fees) are the sole responsibility of and shall on first demand by Lessor be paid by Lessee.

14 REMOVAL AND REPLACEMENT OF ENGINES AND AIRCRAFT ITEMS

14.1 Removal

- 14.1.1 Lessee will ensure that during the Lease Term no Engine or Aircraft Item installed on the Aircraft is at any time removed from the Aircraft other than:

- (a) with the consent by Lessor (such consent not to be unreasonably withheld or delayed);
- (b) if replaced as expressly permitted by this Lease or the Omnibus Amendment Agreement;
- (c) during maintaining, servicing, repairing, overhauling or testing; or
- (d) for procuring such modifications as are permitted under this Lease;

and then, in case of (a), (c) and (d), only if it is reinstalled or replaced as soon as practicable, and in any event, no later than the Expiration Date.

- 14.1.2 Any Engine or Aircraft Item removed from the Aircraft shall remain the property of Owner and subject to this Lease and the other Transaction Documents, no matter where located, until such time as such Engine or Aircraft Item has been either reinstalled or permanently replaced by an engine, APU, landing gear or part which has been incorporated or installed in or attached to the Aircraft pursuant to the requirements for replacement specified in this Clause 14. At the time of such permanent replacement, title to such replacement engine, APU, landing gear or part shall be vested in Owner and title to the replaced Engine or Aircraft Item shall be vested in Lessee, free and clear of all Lessor Liens (subject to the rights that any insurer may have), in each case without any further action on the part of Lessee, Lessor or Owner.

14.2 Permanent Replacement

- 14.2.1 Except as expressly permitted by Clause 14.9, Lessee shall not without the consent of Lessor (not to be unreasonably withheld or delayed) permanently replace any Engine.
- 14.2.2 In case of a permanent replacement (as permitted under this Lease) of Aircraft Items (collectively and individually, the replaced item, the "Replaced Aircraft Item" and, the item replacing it, the "Replacement Aircraft Item"), such Replacement Aircraft Item shall (1) be [REDACTED], (2) be free and clear of all Liens (other than Permitted Liens specified in paragraphs (a) and (b) of the definition thereof) and (3) have [REDACTED]. The Replacement Aircraft Item shall (1) have documentation certifying compliance with all applicable requirements stipulated by (a) this Lease (b) the OEM, (c) the Compliance Authority and (d) the Aviation Authority, (2) [REDACTED] and (3) [REDACTED].
- 14.2.3 Lessor is entitled, on five (5) days' prior written notice, to inspect remotely any proposed [REDACTED] replacement thereof, which inspection shall specifically require records inspection. Lessee shall take such action and execute and deliver such documents (including a bill of sale) to procure that title to any such [REDACTED] replacement (and any related warranties) is duly and properly vested and (if applicable) registered in the name of Owner and leased to the same extent as any replaced thereby. For Lessor to agree on the replacement, the results of each such inspection shall be satisfactory to Lessor.
- 14.2.4 On replacement in accordance with the provisions of this Clause 14.2, the Replacement Item (together with all parts attached thereto) shall be deemed to be an "Engine" or "Aircraft Item" as defined herein, for all purposes.

14.3 Temporary Replacement

Notwithstanding the provisions of Clause 14.2, and provided that no Event of Default has occurred and is continuing, Lessee shall be permitted to temporarily replace any Engine, APU, Landing Gear or Part and install, or permit the installation of, any engine, APU, landing gear or part on the Aircraft by way of temporary replacement:

- (a) to facilitate the maintenance, service, repair, overhaul or testing;

- (b) if there is not available an engine or part complying with the requirements of the Lease for a replacement engine or part and such engine is suitable for operation on the Airframe;
- (c) if it would result in an unreasonable disruption of the operation of the Aircraft or the business of Lessee to have the Aircraft grounded until such time as an engine or part complying with the requirements of the Lease for a replacement engine or part becomes available for installation;
- (d) if, as soon as practicable (under Lessee's engine rotation program) after an engine is installed on the Aircraft, but before the earlier of [REDACTED] days after the completion of such maintenance, service, repair, overhaul or testing of the original Engine or the Expiry Date, Lessee removes that engine and replaces it with the original Engine (or by an engine which is allowed under this Lease); and
- (e) if the Insurance for the Aircraft is not adversely affected.

14.4 No PMA Parts

Lessee shall procure that no PMA Parts are installed on the Aircraft at any time except that Lessee may install PMA parts under the following circumstances: (i) to replace Parts that are (x) non-critical, (y) non-structural, and (z) line replaceable, expendable, or consumable, or (ii) subject to the prior approval of Lessor, to replace Parts in the cabin of the Airframe that are not solely cosmetic in function; provided that in the case of either subclause (i) or (ii), Lessee shall furnish Lessor [REDACTED] months prior to the Expiration Date with (A) a list of [REDACTED] and (B) [REDACTED].

14.5 Alterations, Modifications and Additions

- 14.5.1 Except as otherwise required or permitted by this Lease, Lessee shall not make any alteration, modification or addition to the Aircraft (including interior configuration, galleys, lavatories or avionics) other than those (1) that may be required to comply with its obligations under any applicable Airworthiness Directive, Mandatory Order or Service Bulletin, (2) is a change to or modification of the cabin configuration, the in-flight entertainment system or the Wi-Fi system or connection or (3) for which it has obtained the consent of Lessor (not to be unreasonably withheld or delayed); provided Lessee, on or before the Expiration Date, restore the Aircraft to the condition it was in prior to the accomplishment of any such alteration, modification or addition. However, if the Lease Term ends prior to the Expiration Date, Lessor's option to require such alteration, modification or addition to be removed is exercisable on immediate notice.
- 14.5.2 Subject to the provisions hereof, title to all parts incorporated or installed in or attached or added to the Aircraft as the result of any alteration, modification or addition (but excluding any parts installed on a temporary basis (1) in accordance with this Lease or (2) in accordance with the terms of any part/component pooling arrangements between Lessee and its maintenance performer where such part is installed temporarily for short term requirements) shall, without further act, vest in Owner and shall thereafter be deemed a Part and become subject to this Lease.
- 14.5.3 Notwithstanding Clause 14.5.2, and provided no Event of Default has occurred and is continuing, Lessee may at any time during the Lease Term remove any such Part from the Aircraft, provided that:

- (a) such Part is in addition to and not in replacement of or in substitution for, any Part originally incorporated or installed in or attached to the Aircraft at Delivery or any Part in replacement of, or substitution for, any such original Part;
- (b) such Part is not required to be incorporated or installed in or attached or added to the Aircraft pursuant to the terms of this Lease;
- (c) such Part can be removed from the Aircraft without diminishing or impairing the value, utility or airworthiness which the Aircraft would have had at such time had such removal not occurred; and
- (d) such Part is not required to be installed on or attached to the Aircraft by the Compliance Authority and the Aviation Authority in order to maintain the airworthiness certification of the Aircraft for the operation permitted under this Lease.

14.5.4 On the removal by Lessee in accordance with Clause 14.5.3 of any Part installed by Lessee, title thereto shall, without further act, vest in Lessee (free and clear of any Lessor Liens) and such Part shall no longer be deemed a Part. On removal of such Part, Lessee shall restore the area where such Part was removed, so that it is in the condition it would have been had such Part not been installed, assuming such condition was in compliance with the terms of this Lease, and so that such removal is undetectable. Title to any Part not removed by Lessee as provided for herein prior to the Redelivery shall remain with Owner.

14.6 Storage

Lessee shall, at its expense, for the duration of the Lease Term, procure that (1) any Aircraft Item which is not installed on the Aircraft or another aircraft (as permitted by this Lease) is stored properly, securely, safely and in accordance with Manufacturer's recommendations and insured in accordance with the requirements of this Lease, and kept free from Liens (other than Permitted Liens), and (2) all Aircraft Documents, along with updates and amendments generated during the Lease Term, are always kept stored in compliance with OEM, Aviation Authority and the Compliance Authority requirements.

14.7 Pooling Agreements

Except as permitted by the Omnibus Amendment Agreement, Lessee shall not enter into (nor permit) any pooling agreement or similar arrangement in respect of any Engine, APU or Landing Gear without the consent of Lessor (not to be unreasonably withheld or delayed).

14.8 Installation of Engines and Aircraft Items on Other Airframes

Provided no Event of Default has occurred and is continuing, Lessee shall be permitted to install any Engine or Aircraft Item on any airframe other than the Airframe provided (i) such airframe is owned and operated by Lessee free from Liens (other than Permitted Liens); (ii) such other airframe is leased to Lessee or owned by Lessee subject to a conditional sale or other security agreement so long as (A) the terms of any such lease, conditional sale agreement or Lien will not have the effect of prejudicing the title and interest of Owner in and to that Engine or Aircraft Item or the interest of any Lender in respect thereof under any Finance Document, and (B) the lessor under such lease, the seller under such conditional sale agreement or the secured party of such Lien, as the case may be, has confirmed and acknowledged in writing with recognition of rights documentation (the "RORA"), duly signed by the owner and any lienholder(s) of such airframe. Any RORA shall be in form and substance satisfactory to Lessor; (iii) if any of the respective interests of Owner, Lessor or any relevant Lender in an Engine or Aircraft Item are impaired or otherwise adversely affected by virtue of

installation on any such other airframe or engine, Lessee shall promptly reinstall such Engine or Aircraft Item on the Airframe, failing which such impairment or adverse effect will be deemed a Total Loss of such Engine or Aircraft Item and Lessee shall comply with the relevant provision of this Lease in respect thereof.

14.9 Substitution of Engines

- 14.9.1 Notwithstanding Clause 14.2.1 hereof and except as otherwise permitted by the Omnibus Amendment Agreement, Lessee may, at any time during the Lease Term, substitute a permanent replacement engine of the same make and same or improved model (a “**Substitute Engine**”). Each such Substitute Engine will have [REDACTED], and shall be deemed an “Engine” as defined in this Lease for all purposes under this Lease. If Lessor has paid for or contributed to the LLP replacement shop visit for an Engine or a Lessor Replacement Engine, then such Engine shall be returned to the Lessor at the end of the Lease Term unless the Substitute Engine (i) is from the same Aircraft Pool and the replaced engine remains in such Aircraft Pool, or (ii) has also already had the same LLP shop visit completed. For the avoidance of doubt, the parties agree that if Lessor has contributed to an LLP shop visit within a certain Aircraft Pool, upon redelivery of the last aircraft within such Aircraft Pool, as a minimum, the total number of Engines that have been redelivered within such Aircraft Pool that have had an LLP shop visit completed prior to such redelivery, will be equal to the number of Engines that Lessor has contributed towards in such Aircraft Pool prior to such redelivery date. The Substitute Engine shall (1) have documentation certifying compliance with all applicable requirements stipulated by (a) this Lease (b) the OEM, (c) the Compliance Authority and (d) the Aviation Authority, (2) [REDACTED] and (3) [REDACTED].
- 14.9.2 Any such Substitute Engine event will be subject to (i) no Event of Default having occurred and is continuing, and (ii) Lessor’s prior written consent (not to be unreasonably withheld or delayed). Lessee will furthermore inform Lessor in advance of any engine substitution and Lessee will cooperate timely with Lessor in amending any existing security rights in respect of the Aircraft and replaced Engines, as well as establishing any required security rights in respect of any Substitute Engine.
- 14.9.3 Notwithstanding anything herein to the contrary, the Lessee shall have the right to redeliver any of the Engines on any of the airframes within the Applicable Aircraft Pool (as that term is defined in EXHIBIT B (*Lease Specific Terms*)) listed in the Omnibus Amendment Agreement to which the engine belongs to.
- 14.9.4 In case of any such engine substitution, Lessee shall transfer title to the Lessee Substitute Engine to Lessor, and Lessor shall transfer title to the replaced Engine to Lessee in accordance with Section 14.2.2 of this Lease and subject the Lessee Substitute Engine to any applicable secured financing in accordance with Section 25.6 of this Lease. The relevant parties shall execute satisfactory legal documentation to document the engine replacement (including, but not limited to bills of sale).
- 14.9.5 Lessee shall reimburse Lessor for all reasonable costs (including reasonable out of pocket legal fees up to a maximum of US\$[REDACTED]) resulting from any amendments required to existing security documentation as a result of such Engine substitution.

15 MAINTENANCE

15.1 General Maintenance Obligation

During the Lease Term, Lessee shall, at its expense:

- (a) keep the Aircraft airworthy in all respects and in good repair and condition in compliance with Compliance Authority (for Part 129 operators) and Aviation Authority regulations;
- (b) maintain a valid Certificate of Airworthiness (including, where applicable, a valid ARC) for the Aircraft issued by the Aviation Authority (except where the Aircraft is undergoing maintenance, modification or repair required or permitted by this Lease);
- (c) maintain or cause the Aircraft to be maintained and repaired in accordance with (i) the Agreed Maintenance Program, (ii) the maintenance inspection program as defined in the MPD latest revision, and (iii) the applicable Laws of the Aviation Authority and the Compliance Authority; The Agreed Maintenance Program shall be approved by the Aviation Authority and accepted by Lessor prior to Effective Date. If the Agreed Maintenance Program is amended from time to time in accordance with this Lease, Lessee will obtain Lessor's consent for such changes to the Agreed Maintenance Program unless such changes are required by the Aviation Authority or recommended by the applicable manufacturer and approved by the Aviation Authority;
- (d) maintain a valid station license for the radio stations on board the Aircraft issued by the technical surveillance authority or other competent authority of the State of Registration (except where the Aircraft is undergoing maintenance, modification or repair required or otherwise permitted by this Lease) and provide Lessor with the current copy thereof from time to time;
- (e) not change the Agreed Maintenance Program in any way that increases any applicable MPD limits without written notice to Lessor. Any exceedance of the MPD limits will be restored or reversed before the Expiration Date. Any written notice to Lessor will be made by Lessee within [REDACTED] month of such material change being made;
- (f) comply with all applicable Laws of the Aviation Authority and other aviation authorities with jurisdiction over Lessee, the Aircraft, any Engine or any Aircraft Item which relate to the maintenance, condition, use or operation of the Aircraft or require any modification or alteration to the Aircraft, any Engine or any Aircraft Item;
- (g) if required by the Aviation Authority, maintain a current certification as to maintenance issued by or on behalf of the Aviation Authority in respect of the Aircraft and from time to time provide to Lessor a copy on written request of Lessor;
- (h) comply with all applicable alert Service Bulletins issued by any Manufacturer (or in the case of Engines, these are considered as category one (1) and two (2) Service Bulletins issued by the relevant Manufacturer), and additionally comply (including scheduling compliance work and then performing such work on schedule) with all other Service Bulletins issued by any such Manufacturer if and to the extent that Lessee incorporates such other Service Bulletins into all other applicable aircraft it operates or such Service Bulletins are recommended by the relevant Manufacturer where the non-compliance will have a negative effect on any future warranty or contributions (by the way of business plans and/or concessions by the respective OEM) with regards to the Airframe, Engines or Aircraft Items;
- (i) if so permitted by Manufacturer, Lessee agrees to cooperate with Lessor to allow Lessor full viewing access to the Engine Manufacturer's diagnostic service elements, as it relates to Lessor's Engines and be responsible to supply the Engine Manufacturer, when requested, all information and records that are necessary for the Engine Manufacturer to establish and provide such diagnostic service(s). In the event there are additional

costs from the Manufacturer to allow Lessor's viewing access, such costs will be for Lessor;

- (j) not allow DER Repairs on the Airframe, Engines or Aircraft Items without the consent of Lessor;
- (k) during all heavy maintenance or whenever any major modification work is being accomplished on the Aircraft, Lessee shall obtain an electronic copy of all work accomplished, including material certifications and regulatory authorisations, and promptly thereafter provide to Lessor a copy of such documentation;
- (l) allow Lessor (i) full knowledge of all work being contemplated or accomplished on Engines, APU or Landing Gear at shop visits, (ii) on request, to take part in any applicable table inspections being accomplished by the Agreed Maintenance Facility whether Lessee is present or not, (iii) in conjunction with Lessee, to arrange to visit the Agreed Maintenance Facility any time during such shop visit to review the status of the Engine, APU or Landing Gear, (iv) to procure that the Agreed Maintenance Facility supplies to Lessor all status reports and communications related to the Engine, APU or Landing Gear, and (v) to be included in any decision making process during any build stoppage; and
- (m) provide to Lessor upon request, trend data of Lessors owned Engines for at least the previous [REDACTED] months of operation in a format as provided through the Engine Manufacturers diagnostic service portal. Such request shall not be unreasonably withheld.

15.2 Aircraft Documents and Records

15.2.1 During the Lease Term and until Redelivery, Lessee shall, at its expense:

- (a) keep accurate, complete and current records of the Aircraft Documents, including information regarding all flights made by, and all maintenance carried out on, the Aircraft (including in relation to each Engine and any Aircraft Item subsequently installed);
- (b) keep the Aircraft Documents in the English language (except for the cockpit and cabin rectification log book which may be maintained in Spanish) in Lessee's format;
- (c) keep the Aircraft Documents in such manner as the Aviation Authority and the Compliance Authority may from time to time require (whether such requirement is imposed on Owner, Lessor or Lessee); and
- (d) procure that the Aircraft Documents comply with the mandatory requirements of the Aviation Authority and the mandatory requirements of the Manufacturers of the Aircraft, the Engines or any Aircraft Item.

15.2.2 Lessee shall furthermore ensure that:

- (a) all LLPs installed on the Aircraft [REDACTED];
- (b) records for any damage repairs accomplished on the Aircraft are made to the Manufacturer's recommendation and with the State of Design Authority approval (as appropriate), a full listing of all materials used, with appropriate material certification and the original documents used to certify the repair; and

- (c) access to a revision service (if available) is maintained (with appropriate revisions in English) in respect of all Aircraft Documents, records, logs and other materials (as required by applicable Laws and best practice of major international air transport operators in respect of the Aircraft).

15.2.3 The Aircraft Documents are at all times the property of Owner and, at the Expiration Date, Lessee shall deliver the same to Lessor (or to such other party nominated by Lessor). Lessee shall be, at its expense, entitled to take and retain copies thereof.

15.3 Agreed Maintenance Facility

All removal and/or installation of Engines or Aircraft Items and all maintenance, overhaul and/or repair of the Aircraft shall be carried out by an Agreed Maintenance Facility.

15.4 AD and Mandatory Order Compliance

15.4.1 Lessee shall be responsible for compliance with all applicable ADs and Mandatory Orders issued during the Lease Term and requiring compliance during the Lease Term and during the AD Compliance Period, including the performance of all Terminating Actions contained therein notwithstanding that the last date for compliance with such Terminating Action may be a date which is more than the number of days, FH or FC under the AD Compliance Period.

15.4.2 The compliance with any AD shall be accomplished by performing the Manufacturer issued Service Bulletins (if available) and this shall be a condition for Lessee to qualify for the AD Cost Contribution.

15.4.3 ADs which do not have a Terminating Action will be accomplished at the highest level of inspection or modification possible without any waivers, alternate means of compliance, dispensations, extensions, deviations or carry-overs.

15.4.4 Lessor will under certain circumstances contribute to Lessee's costs for compliance with applicable ADs and Mandatory Orders ("**AD Cost Contribution**") per Terminating Action as provided for in EXHIBIT B (*Lease Specific Terms*).

15.5 Lessor Inspections

15.5.1 Upon Lessor's prior written request, Lessor and any person designated by Lessor (including Owner and Lender) may (unless an Event of Default has occurred and is continuing, in which event no notice will be required), visit, inspect, examine and survey the Aircraft and Aircraft Documents, any Engine or any Aircraft Item annually (unless an Event of Default has occurred and is continuing, in which event Lessor will have the right to [REDACTED] at Lessee's cost and [REDACTED] at Lessor's cost). Subject to Clause 15.5.3, the inspections will be at Lessor's cost.

15.5.2 Any inspection by Lessor shall be subject to no unreasonable interference with Lessee's operations. Any such inspection shall be limited to a visual, walk-around inspection which may include going on board the Aircraft but shall not include the opening of any panels, bays or disassembly of any components.

15.5.3 If Lessor during any inspections in accordance with Clause 15.5.1 discovers any material non-compliance by Lessee of its obligations under this Lease, Lessor may perform a subsequent visit and inspection to confirm the correction of the non-compliance. Lessee shall pay to Lessor on demand all reasonable out-of-pocket expenses incurred by Lessor and/or any Person designated by Lessor relating to any such subsequent visit(s).

15.5.4 Lessor has no duty to conduct any visit, inspect, examine or survey the Aircraft and Aircraft Documents and has no liability arising out of any visit, inspection, examination or survey and so long as no Event of Default has occurred and is continuing, will not exercise such right other than so as not to disrupt unreasonably the commercial operations of Lessee.

15.5.5 The right for Lessor to inspect the Aircraft in accordance with this Clause 15.5 is for the benefit of the Lessor Indemnitees' economic interest in the Aircraft only and may not in any way be construed as an obligation on Lessor or any other Lessor Indemnitees to keep the Aircraft airworthy nor shall it in any way inflict an operational liability on the Lessor Indemnitees.

15.6 Lessor Replacement Engines

15.6.1 If a Lessor Replacement Engine is provided by Lessor pursuant to the Omnibus Amendment Agreement, such Lessor Replacement Engine shall become an "Engine" for all purposes of under this Lease (including, without limitation, the Maintenance Redelivery Payment as described in this Lease); provided, however, that, for the avoidance of doubt, such Maintenance Redelivery Payment as it relates to such Lessor Replacement Engine shall be adjusted in accordance with the terms and conditions of the Omnibus Amendment Agreement.

15.6.2 For the avoidance of doubt, the Redelivery Conditions as set forth in this Lease will apply to a Lessor Replacement Engine redelivered with the Aircraft at Redelivery except as set forth in Section 6.5 of the Omnibus Amendment Agreement.

16 MAINTENANCE RESERVES

16.1 No Maintenance Reserves

No maintenance reserves or utilization payments (other than PBH Rent) shall be paid pursuant to this Lease. Any maintenance reserves or utilizations payments under the Original Lease, if any, shall be applied in accordance with the Omnibus Amendment Agreement.

17 INDEMNIFICATION

17.1 General Indemnity

Lessee agrees to assume liability for, indemnify and hold harmless Lessor and any other Lessor Indemnitee against any and all Losses (whenever suffered or incurred) arising from or relating to:

- (a) the Aircraft, any Engine, any Aircraft Item or Aircraft Documents (including any Engine or Aircraft Item detached from the Airframe and/or installed on another airframe and not replaced in accordance with Clause 14), including in respect of the ownership, manufacture, possession, delivery, leasing, performance, use, operation, testing, transportation, importation, exportation, registration, management, insurance, sub-leasing, wet-leasing, chartering, replacement, pooling, interchange, storage, presence, refurbishment, maintenance, service, modification, re-delivery and disposition of the Aircraft, any Engine and any Aircraft Item, or any other matters referred to in Clauses 9.1.3 and 9.1.4, whether or not any such Loss may be attributable to any defect in the Aircraft, Engine, Aircraft Item or Aircraft Documents, as applicable, or to its design, testing, use or otherwise;
- (b) any breach of Lessee's obligations under this Lease or the other Transaction Documents (other than in the case of an Event of Default in respect of which Clause 22.5 shall apply);

- (c) fuel, Flight Charges and all other charges or expenses payable for the use of or operation of the Aircraft or for services provided, whether in respect of the Aircraft or any other aircraft of Lessee;
- (d) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Aircraft, any Engine or any Aircraft Item or securing its release;
- (e) any design, article or material in the Aircraft, any Engine or any Aircraft Item or its operation or use constituting an infringement of patent, copyright, trademark, design or other proprietary right or a breach of any obligation of confidentiality owed to any person; and
- (f) any act or omission to act which invalidates or renders voidable any of the Insurances,

and Lessee shall pay directly to the relevant Lessor Indemnitee all amounts due under this Clause 17.1 within five (5) Business Days of receipt of demand.

17.2 Indemnity for Injury to Lessee's Employees.

Lessee shall indemnify Lessor and the Lessor Indemnitees, and hold Lessor and the Lessor Indemnitees harmless from and against, all claims (whether existing now or hereafter arising) for or on account of or arising or in any way connected with injury to or death of personnel of Lessee or loss or damage to property of Lessee or the loss of use of any property which may result from or arise in any manner out of or in relation to the matters provided for in Clause 17.1(a).

17.3 Exclusions

Lessee shall not be required to make any payment to any Lessor Indemnitee under Clause 17.1 in respect of any Loss which:

- (a) arises solely from the Gross Negligence or wilful misconduct of such Lessor Indemnitee;
- (b) arises solely from any Lessor Lien;
- (c) is covered under another indemnity provision of this Lease and payment under such provision has been received by such Lessor Indemnitee;
- (d) constitutes a cost or expense that is required to be borne by Lessor or any other Lessor Indemnitee in accordance with the provisions of this Lease or any Transaction Document to which Lessee is a party;
- (e) in the case of Lessor only, arises solely from a breach by Lessor of its obligations under this Lease (but excluding any such breach which results from or is attributable to Lessee's breach of or failure to perform any of its obligations under this Lease or the act or omission of any other Person);
- (f) arises solely from a Lessor Indemnitee's legal liability as manufacturer, maintenance servicer or repairer of the Aircraft;
- (g) has been settled or reimbursed in full to the relevant Lessor Indemnitee under the Insurances;

- (h) represents or results from any decline in the market value of the Aircraft (unless such decline arises out of an Event of Default);
- (i) arises solely from any Lessor Taxes;
- (j) comprises the ordinary and usual administrative costs and expenses of such Lessor Indemnitee (but excluding any expenses incurred by such Lessor Indemnitee in connection with any Lessee request for subleasing, amendment of this Lease or similar, and any expenses incurred or suffered following an Event of Default);
- (k) arises solely from any act or event which occurs after the Aircraft has been redelivered to Lessor in accordance with Clause 21, unless such act or event results from or is attributable to an act or event which occurred during the Lease Term; or
- (l) has occurred prior to Delivery.

17.4 Contest and Mitigation

17.4.1 If Lessor Indemnitee becomes aware of any claim which may give rise to an indemnity obligation on the part of Lessee under this Clause 17, Lessor shall as soon as reasonably practicable notify Lessee thereof (but failure to give such notice shall not relieve Lessee of its obligations), and, if reasonably requested by Lessee and provided no Event of Default has occurred and is continuing at such time, shall consult with Lessee to consider what action may properly be taken to defend or otherwise resist or mitigate such claim. If Lessor considers (having regard to the provisions of the Finance Documents) that such action should be taken as aforesaid, Lessor will take such action or, if Lessor so agrees, Lessee shall be entitled to take such action in the name of Lessor, provided that:

- (a) such action does not involve any material risk of loss or forfeiture of title to the Aircraft or any material risk of any civil or criminal penalty being assessed against any Lessor Indemnitee;
- (b) no such action will or may be taken unless Lessee shall have provided a bank guarantee or other security, in form and substance satisfactory to Lessor Indemnitee, in respect of the claim and any associated costs or expenses (having regard to the nature and amount of the claim);
- (c) if such action is taken by Lessee, Lessor shall (itself or through external legal counsel) have the right to follow such action and to receive copies of all correspondence related thereto; and
- (d) Lessee shall indemnify Lessor in full on demand in respect of any fees, costs or expenses suffered or incurred by Lessor in connection with any action taken by Lessor, Lessor Indemnitee or Lessee as aforesaid.

17.4.2 Lessor agrees that it shall not settle or pay any such claim without Lessee's prior consent unless it is under an immediate legal obligation to do so.

17.5 Subrogation

On payment in full of any claim for Loss pursuant to Clause 17.1, Lessee will be subrogated to any right of any Lessor Indemnitee in respect of such Loss.

17.6 Survival

Lessee's indemnity and other obligations under this Clause 17 shall remain in full force and effect, notwithstanding the assignment, novation, expiration or termination of this Lease.

18 INSURANCES

Throughout the Lease Term, Lessee shall, at its own expense, effect and maintain the types of insurance in compliance with the conditions and limits (including deductibles) required under EXHIBIT I (*Insurance Requirements*) (the "**Insurances**"). Lessee may not without the consent of Lessor deviate from the Insurances.

19 AIRCRAFT DAMAGE AND LOSS

19.1 Damage to the Aircraft

19.1.1 Lessee shall notify Lessor in writing as soon as reasonably practicable after becoming aware of the occurrence of a damage to the Aircraft, any Engine or any Aircraft Item for which the cost of repairs is estimated to exceed the Damage Notification Threshold.

19.1.2 In the event of any damage to the Aircraft which does not constitute a Total Loss of the Aircraft, any Engine or Aircraft Item, Lessee, at its expense, shall fully repair the Aircraft, such Engine or such Aircraft Item in such manner that the Aircraft is in an airworthy condition and substantially the same condition and value as it was immediately prior to such damage.

19.1.3 All repairs shall be performed in a manner which preserves the value of the Aircraft and maintains all warranties and service life policies to the same extent as they existed prior to the damage.

19.1.4 Lessee shall continuously keep Lessor informed about Lessee's and/or insurer's proposal for carrying out the repair. Lessor shall have the option to dispute such proposal and take part in the discussions with Lessee and/or insurer for the repair.

19.1.5 The insurance proceeds in respect of any damage to the Aircraft which does not constitute a Total Loss, shall be applied in payment (or to reimburse Lessee) for repairs or replacement property on condition that Lessor is satisfied (acting reasonably) that the repairs or replacement have been effected in accordance with this Lease.

19.2 Total Loss of the Aircraft

19.2.1 Lessee shall notify Lessor in writing as soon as reasonably practicable after becoming aware of the occurrence of a Total Loss of the Aircraft.

19.2.2 In case of the occurrence of a Total Loss of the Aircraft, all insurance proceeds payable by the insurer(s) shall be payable to the Loss Payee. Lessor and Lessee shall proceed diligently and cooperate fully with each other in the recovery of all Total Loss Proceeds.

19.2.3 In case of a Total Loss of the Aircraft or the Airframe, the leasing of the Aircraft shall expire on the date on which the Loss Payee receives the full amount of the the Agreed Value (such date, the "**Agreed Value Date**") (but this Lease will only expire once the conditions in Clause 19.2.6 have been met); provided that Lessee shall still be obligated to pay to Lessor all other amounts then due and payable under this Lease and the other Transaction Documents. If the Agreed Value Date is not the last day of the month then the Rent for the month in which the Agreed Value Date occurs will be the product of (1) the Per Diem Amount multiplied by (2) the amount of days from and including the first day of the month in which the Agreed Value Date occurs up to and including the Agreed Value Date.

- 19.2.4 In case the insurer(s) have not paid out the Agreed Value to the Loss Payee within [REDACTED] days after the Total Loss Date, Lessee shall immediately pay to the Loss Payee an amount equal to the Agreed Value and to Lessor all other amounts then due under this Lease and any Transaction Document binding on Lessee. In case the insurers pay out an amount to the Loss Payee which is less than the Agreed Value, Lessee shall pay to the Loss Payee within such [REDACTED] day period the balance of the difference between the amount paid out by the insurers and the Agreed Value.
- 19.2.5 Provided that (1) the Loss Payee has received the Agreed Value from the insurer(s) or from Lessee on behalf of any insurer(s) and (2) no Payment Event of Default or Bankruptcy Event of Default has occurred and is continuing, and (3) Lessor has received all other amounts then due under this Lease and the other Transaction Documents, Lessor shall, and shall procure that (A) the Loss Payee assigns to Lessee all rights they might have in respect of receiving the insurance proceeds from the insurer(s) and (B) subject to any right of Lessee's insurers, title to the Aircraft passes to Lessee as of the date of the receipt by Loss Payee or Lessor – as the case may be – of the last and final payment as referred to in Clause 19.2.4. Lessor shall provide Lessee with a bill of sale and such other documentation that Lessee may reasonably require in this regard. If Lessor or Loss Payee subsequently receives insurance proceeds in respect of that Total Loss from the insurer(s) and provided no Payment Event of Default or Bankruptcy Event of Default has occurred and is continuing, Lessor shall promptly pay (or procure that the Loss Payee pays) such proceeds to Lessee.
- 19.2.6 On receipt by Loss Payee of the Agreed Value and receipt by Lessor of all other monies payable by Lessee and discharge by Lessee of all outstanding obligations under this Lease and the other Transaction Document binding on Lessee, this Lease expires. Neither Party will thereafter have any further rights or obligations except for those obligations of the Parties which expressly shall survive the expiration or termination of this Lease.

19.3 Total Loss of an Engine or Aircraft Items

- 19.3.1 On the occurrence of a Total Loss with respect to an Engine or any Aircraft Items, when there has not occurred a Total Loss with respect to the Aircraft, Lessee shall as soon as reasonably practicable after becoming aware of such occurrence give Lessor written notice thereof if the cost of replacement is estimated to exceed the Damage Notification Threshold.
- 19.3.2 Lessee shall replace such Engine or Aircraft Item as soon as reasonably practicable, but in any event, before the Expiration Date and not more than [REDACTED] days after the occurrence of such Total Loss, by duly conveying to Owner, free and clear of all Liens, title to another engine or aircraft item of the same or an improved model and suitable for installation and use on the Airframe. Such replacement shall occur in accordance with the provisions of Clause 14.2.
- 19.3.3 The insurance proceeds in respect of a Total Loss with respect to an Engine or any Aircraft Items will be paid to Lessor (or if required by Lessor, to the Loss Payee) if the cost of replacement is estimated to exceed the Damage Notification Threshold and will be applied in payment (or to reimburse Lessee) for cost of the relevant replacement upon Lessor being satisfied (acting reasonably) that the replacement have been or are to be effected in accordance with this Lease. Any balance remaining shall be paid to or may be retained by Lessee unless (1) an Event of Default has occurred, is continuing and not cured by Lessee or (2) [REDACTED], in which cases Lessor shall be entitled to be compensated from such balance, if any, for, in part or in full, curing the Event of Default or compensating for such loss in value.

20 AIRCRAFT REQUISITION

20.1 Government Requisition

20.1.1 If the Aircraft, any Engine or any Aircraft Item is requisitioned for use or hire by any Governmental Authority, Lessee shall promptly notify Lessor of such requisition.

20.1.2 During any requisition for use or hire of the Aircraft, any Engine or any Aircraft Item which does not constitute a Total Loss:

- (a) the Rent and other amounts payable under this Lease will not be suspended or abated either in whole or in part, and Lessee will not be released from any of its other obligations under the Lease (other than operational obligations with which Lessee is unable to comply solely by virtue of the requisition);
- (b) so long as no Event of Default has occurred and is continuing, Lessee shall be entitled to any fees paid by the requisitioning authority in respect of the use or hire of the Aircraft;
- (c) Lessee shall, as soon as practicable after the end of any such requisition, cause the Aircraft to be put into the condition required by this Lease;
- (d) if the Aircraft is under requisition for use or hire at the end of the Lease Term the leasing of the Aircraft under this Lease shall be extended until the earlier of (1) the day the Aircraft is released from such requisition and put into the condition required by this Lease; and (2) the Total Loss Date; for the avoidance of doubt, during such extended period the other provision of this Clause 20.1.2 shall continue to apply; and Lessee's obligation to redeliver pursuant to Clause 21 shall be postponed during the period of extension of the Lease Term as set out above; and
- (e) Lessor shall be entitled to all compensation payable by the requisitioning authority in respect of any change in the structure, state or condition of the Aircraft arising during the period of requisition, and Lessor shall apply such compensation in or towards reimbursing Lessee for the cost of effecting any such change and complying with its obligations under this Lease in respect of any such change, provided that, if any Event of Default has occurred and is continuing, Lessor may apply the compensation in or towards settlement of any amounts owing by Lessee under this Lease.

20.2 Total Loss by Requisition

20.2.1 Payments received by Lessor or Lessee from any Governmental Authority with respect to a Total Loss resulting from the condemnation, confiscation or seizure of, or requisition of title to or use of the Aircraft or the Airframe, shall be retained by Lessor, if received by Lessor, or promptly paid over to Lessor, if received by Lessee.

20.2.2 In case of a Total Loss to the Aircraft or Airframe, provided that (1) the Loss Payee has received the Agreed Value from the insurer(s) or from Lessor on behalf of any insurer(s) and (2) no Payment Event of Default or Bankruptcy Event of Default has occurred and is continuing, and (3) Lessor has received all other amounts then due under this Lease and the other Transaction Documents, then (A) Lessor shall, and shall procure that the Loss Payee assigns to Lessee all rights they might have in respect of receiving payments from the Governmental Authority or insurance proceeds from the insurer(s), and (B) subject to any right of Lessee's insurers, title to the Aircraft passes to Lessee as of the date of the receipt by Loss Payee or Lessor – as the case may be – of the last and final payment referred to earlier in this Clause. Lessor shall provide Lessee with a bill of sale and such other documentation that Lessee may reasonably require in this regard. If Lessor or Loss Payee subsequently receives Governmental Authority proceeds in respect of that Total Loss and provided no Event of Default has occurred and is

continuing, Lessor shall promptly pay (or procure that the Loss Payee pays) such proceeds to Lessee.

20.2.3 On receipt by Loss Payee of the Agreed Value and receipt by Lessor of all other monies payable by Lessee and discharge by Lessee of all outstanding obligations under this Lease and the other Transaction Documents, this Lease expires. Neither Party will thereafter have any further rights or obligations except for those obligations of the Parties which expressly shall survive the expiration or termination of this Lease.

20.2.4 In case of a Total Loss resulting from the condemnation, confiscation or seizure of, or requisition of title to or use of any Engine or an Aircraft Item, the provisions of Clause 19.3 shall apply and payments from any Governmental Authority shall be handled as provided for in Clause 19.3 as if such payments were insurance proceeds.

21 REDELIVERY OF AIRCRAFT

21.1 Scheduled Redelivery

Lessee, at its expense, shall on the Expiration Date (unless a Total Loss has occurred) redeliver to Lessor the Aircraft at the Redelivery Location.

21.1.1 Immediately following Redelivery, on Lessor's request, Lessee will [REDACTED]. Lessor shall [REDACTED].

21.2 Redelivery Conditions

Lessee shall redeliver the Aircraft to Lessor in a condition which is in compliance with the provisions of EXHIBIT N (*Redelivery Conditions*) (the "**Redelivery Conditions**").

21.3 Maintenance Redelivery Payments

Subject to the compliance with the minimum Redelivery Conditions for the Aircraft, Lessor and Lessee will make a financial adjustment at the Redelivery Date with respect to the technical condition of the Aircraft in accordance with the provisions contained in Exhibit P (*Maintenance Redelivery Payments*). For the avoidance of doubt, no such financial adjustment is payable in the event of a Total Loss.

21.4 Registration on Redelivery

Immediately following Redelivery, Lessee shall, if so requested by Lessor (acting reasonably), assist Lessor to procure the deregistration of the Aircraft or change the registration on the register of the State of Registration to reflect the discontinued leasing of the Aircraft.

21.5 Non-Compliance

21.5.1 If on the Expiration Date, the condition of the Aircraft does not comply with this Lease (regardless of the circumstance), then:

- (a) Lessee shall rectify the non-compliance and/or compensate Lessor as contemplated by EXHIBIT N (*Redelivery Conditions*) and to the extent that the non-compliance (including failure to pay any sum in lieu of compliance as permitted by the terms of EXHIBIT N (*Redelivery Conditions*)) extends beyond the Expiration Date, the Lease Term will be automatically extended solely for the purpose of enabling such non-compliance to be rectified; and

- (b) Lessee shall not use the Aircraft in flight operations except such operations directly related to the redelivery of the Aircraft to Lessor;
- (c) all Lessee's obligations and covenants under this Lease will remain in full force until Lessee so redelivers the Aircraft; and
- (d) Lessee shall pay to Lessor monthly in advance Rent in an amount equal to the Rent due immediately before the required Redelivery Date for the first [REDACTED] days of delay and [REDACTED]% of Rent thereafter. Any Rent paid in advance in excess of the amount due based on the Redelivery Date will be prorated to reflect the actual days elapsed in respect of the period during which the Term is so extended.

21.5.2 If on the Expiration Date, the condition of the Aircraft does not comply with this Lease (regardless of the circumstance), then Lessor may elect (either on first tender of the Aircraft for redelivery or at any time during a period of extension pursuant to Clause 21.6.1(a)) to accept redelivery of the Aircraft notwithstanding non-compliance with Clauses 21.1 to 21.4 or EXHIBIT N (*Redelivery Conditions*), in which case Lessee shall pay Lessor its reasonable and documented costs of putting the Aircraft into the condition required by this Lease. Any discrepancies between the condition of the Aircraft and Aircraft Documents and the Redelivery Conditions resolved by payment of compensation pursuant to the third paragraph of EXHIBIT N (*Redelivery Conditions*) or Clause I of EXHIBIT N (*Redelivery Conditions*) shall not constitute non-compliance for purposes of this Clause.

21.6 Redelivery

- 21.6.1 At the redelivery of the Aircraft to Lessor in accordance with the provisions of this Lease, Lessor and Lessee will sign the Certificate of Redelivery (with any exceptions thereto noted thereon) whereupon this Lease expires ("**Redelivery**").
- 21.6.2 Following Redelivery, neither Party will have any further rights or obligations except for those obligations of the Parties which expressly shall survive the expiration or termination hereof.

22 EVENTS OF DEFAULT

22.1 Events of Default

- 22.1.1 The occurrence of each of the following events shall constitute an event of default (each an "**Event of Default**") under this Lease:
- (a) Lessee fails to make any payment of Rent under this Lease when due and such failure shall continue for [REDACTED] Business Days after the due date, or Lessee fails to make any other payment under this Lease or the other Transaction Documents when due and such failure shall continue for [REDACTED] Business Days after the due date; or
 - (b) Lessee (1) has received notice of cancelation of the Insurances, or (2) fails to procure and maintain the Insurances, or (3) Lessee shall operate the Aircraft at a time, in violation of the Insurances, when or in a place where the Insurances are not in effect or otherwise outside the scope of the insurance coverage maintained with respect to the Aircraft; provided that it shall not constitute an Event of Default under this sub-clause (b) if the Aircraft is grounded for the period for which such insurances are not in place and the Aircraft continues to be covered by ground risk insurance (for at least the Agreed Value) approved by Lessor (acting reasonably), and flight risk is automatically re-instated if the Aircraft is operated; or

- (c) Lessee fails in the observance or performance of any of any covenants or obligations of Lessee contained in this Lease or the other Transaction Documents (other than (i) the Original Lease or (ii) any failure that relates to a period of time before the execution of this Lease) and such failure continues for [REDACTED] days after written notice from Lessor to Lessee; provided that Lessee shall have an additional [REDACTED] days to remedy such failure if such breach is capable of remedy and Lessee is diligently seeking to rectify the breach; or
- (d) the Aircraft is deregistered with the Aviation Authority (except if permitted or required pursuant to this Lease); or
- (e) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto proves to have been incorrect in any material respect when made and the circumstances giving rise to the breach of such representation or warranty are not remedied to Lessor's satisfaction within [REDACTED] days after notice to Lessee from Lessor requiring such remedy; provided that Lessee shall have an additional [REDACTED] days to remedy such breach if the breach is capable of remedy and Lessee is diligently seeking to remedy the breach; or
- (f) any Prohibited Payment has been made or provided, directly or indirectly, by (or on behalf of) or to Lessee or any of their respective officers, directors or any other person acting on its behalf in connection with this Lease or the other Transaction Documents (or any officer, director of Lessee or any other Person acting on Lessee's behalf has been held by the judgment of a court, in a criminal or a civil matter, to have made or received a Prohibited Payment); or
- (g) other than in respect of the Bankruptcy Cases, Lessee (1) commences a voluntary case or other proceeding seeking liquidation, reorganisation or other relief under any Bankruptcy Law or seeking the appointment of a trustee, examiner, liquidator, administrator, receiver, custodian or similar official of Lessee or any material part of the business or assets of Lessee in accordance with any Bankruptcy Law, or (2) shall consent to any such relief or to the appointment of or taking possession by any such official, or (3) shall take any action to authorise any of the foregoing; or
- (h) other than in respect of the Bankruptcy Cases, an involuntary case or other proceeding shall be commenced against Lessee seeking liquidation, reorganisation or other relief under any Bankruptcy Law, or seeking the appointment of a trustee, examiner, liquidator, administrator, receiver, custodian or similar official of Lessee, in respect of all, or substantially all, of the business or assets of Lessee, and such involuntary case or other proceeding shall not have been dismissed and stayed within [REDACTED] days, or a decree or order for relief shall be entered against Lessee under any Bankruptcy Law;
- (i) the occurrence of an event of default (as defined in the relevant Companion Lease) under any of the Companion Leases; or
- (j) this Lease or any of the other Transaction Documents ceases to be a valid and enforceable agreement and in full force and effect for any reason by operation of Law; provided that no Event of Default will occur under this sub-clause (j) if such invalidity or unenforceability is in the reasonable opinion of Lessor capable of remedy (1) Lessee acts promptly and diligently with Lessor to restore the validity or enforceability of the relevant Transaction Document, (2) such restoration is accomplished within [REDACTED] Business Days, and (3) during the period prior to such restoration the

Aircraft is grounded and is maintained in accordance with all requirements under this Lease and with insurance coverage reasonably satisfactory to Lessor; or

- (k) Lessee voluntarily suspends substantially all its airline operations or the franchises, concessions, permits, rights or privileges required for the conduct of the business and operations of Lessee are revoked, cancelled or otherwise terminated or the free and continued used and exercise thereof curtailed or prevented, and as a result of any of the foregoing the preponderant business activity of Lessee ceases to be that of a commercial airline; or
- (l) Lessee ceases to hold its current AOC (or equivalent); provided that no Event of Default will occur under this sub-clause (l) if (1) Lessee acts promptly to restore such AOC (or equivalent) as are required for the conduct of the business and operations of Lessee to its prior status, and (2) such restoration is accomplished within [REDACTED] Business Days, and (3) during the period prior to such restoration the Aircraft is grounded and is maintained in accordance with all requirements under this Lease and with insurance coverage reasonably satisfactory to Lessor; or
- (m) the arrest of the Aircraft provided such arrest is not discharged or stayed as soon as practicable and in any event within [REDACTED] days; or
- (n) any Lien (other than a Permitted Lien) attaches to the Aircraft, any Engine or any Aircraft Item and is not discharged within [REDACTED] Business Days; or
- (o) due to any action or inaction of Lessee, this Lease, the other Transaction Documents, the operation of the Aircraft, the performance of Lessee or Lessor under this Lease or any Lessor Indemnitee (or due to leasing of the Aircraft to Lessee under this Lease) is, or is alleged to be, in breach of any Sanction.

22.1.2 Notwithstanding anything herein to the contrary, Lessor agrees that the existence or continuance of the Bankruptcy Cases shall not be considered as an Event of Default for the purposes of this Clause 22.1 and shall not give rise to any Event of Default referenced in Clause 22.1(i).

22.2 Notification

Lessee shall promptly notify Lessor if Lessee becomes aware of the occurrence of an Event of Default.

22.3 Rights and Remedies

22.3.1 If at any time an Event of Default has occurred and is continuing, Lessor may at its option (and without prejudice to any of its other rights or remedies under this Lease or the other Transaction Documents or applicable Law):

- (a) accept such repudiation by Lessee and by notice to Lessee and with immediate effect terminate this Lease whereupon all rights of Lessee in and to the Aircraft and/or under this Lease shall immediately cease; and/or
- (b) proceed by appropriate court action or actions either by Law or equity to enforce performance of this Lease or to recover damages for the breach of this Lease; and/or
- (c) by written notice to Lessee, with immediate effect terminate the leasing and require that Lessee immediately cease operating the Aircraft and leave it parked in its then current location (or fly it to and park it at the Redelivery Location or such other location

as Lessor may request) in which case Lessee's obligations under this Lease and the other Transaction Documents shall continue and remain in full force and effect; and/or

- (d) for Lessee's account, do anything that may reasonably be required to cure any Event of Default and recover from Lessee all reasonable costs and expenses (including legal fees) incurred in doing so; and/or
- (e) either: (1) take possession of the Aircraft, for which purpose Lessor may enter any premises belonging to or in the occupation of or under the control of Lessee where the Aircraft may be located, or (2) cause the Aircraft to be redelivered to Lessor at the Redelivery Location (or such other location as Lessor may require). Lessor is hereby irrevocably by way of security for Lessee's obligations under this Lease appointed attorney (with full powers of delegation and substitution) for Lessee in causing the redelivery or in directing pilots to fly the Aircraft to such location and will have all the powers and authorisations necessary for taking that action.

22.3.2 Any expiration or termination of this Lease is without prejudice to the outstanding or continuing obligations of Lessee under this Lease and the other Transaction Documents and those obligations under this Lease which expressly shall survive the expiration or termination of this Lease.

22.4 Deregistration and Export

22.4.1 If this Lease is terminated or the leasing of the Aircraft is terminated under Clause 22.3, Lessee shall at the request of Lessor promptly take all steps necessary to effect (if applicable) deregistration of the Aircraft and its export from the country where the Aircraft is for the time being located and any other steps necessary to enable the Aircraft to be redelivered to Lessor in accordance with this Lease.

22.4.2 Lessee hereby irrevocably and by way of security for its obligations under this Lease appoints Lessor as its attorney (with full powers of delegation and substitution) to execute and deliver any documentation and to do any act or thing required in connection with the deregistration and export of the Aircraft.

22.5 Damage liability

22.5.1 If an Event of Default occurs, Lessee shall indemnify Lessor and the other Lessor Indemnitees against any Losses which Lessor and/or such other Lessor Indemnitee sustains or incurs directly or indirectly as a result of such Event of Default, including:

- (a) [REDACTED];
- (b) [REDACTED].

22.5.2 Lessor shall use commercially reasonable endeavours to mitigate any such Loss (including loss of profit), sustained or incurred in accordance with this Clause 22.5.

22.6 Sale or re-lease

If an Event of Default has occurred and this Lease has been terminated in accordance with Clause 22.3, Owner and/or Lessor may sell or re-lease or otherwise deal with the Aircraft at such time and in such manner and on such terms as they consider appropriate in their absolute discretion, free and clear of any interest of Lessee, as if this Lease had never been entered into.

22.7 Waiver

Lessor may, by written notice to Lessee, at its sole discretion, waive any Event of Default and, in whole or in part, its consequences and cancel any prior notice of termination of this Lease or the leasing hereunder. The respective rights of the Parties shall then be as they would have been had no Event of Default occurred and no such notice been given. No express or implied waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any other, future or subsequent Event of Default. Any failure or delay by Lessor in exercising any of its rights under this Lease shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any of such right shall not preclude any other or further exercise of that or any other such right.

22.8 Remedies Cumulative

No remedy referred to in this Clause 22 is intended to be exclusive, but each is cumulative and in addition to any other remedy referred to above or otherwise available to Lessor; and the exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all such other remedies.

22.9 Illegality

- (a) If at any time there is a Change in Law binding upon Lessee or Lessor in its jurisdiction of incorporation or where it has its principal office or in any jurisdiction in which any action is required to be performed by it for the purposes of any Transaction Document which renders, or which will render, it unlawful for (i) Lessee to perform any of its material obligations or to exercise any of its material rights under any Transaction Document or (ii) Lessor to lease the Aircraft to Lessee or perform its quiet enjoyment obligation or any payment obligation hereunder (an “**Illegality Event**”), Lessor or Lessee (as the case may be) shall forthwith provide written notice of the Illegality Event to the other party.
- (b) Lessor and Lessee shall, for a period of [REDACTED] days from the date of such notice, or such shorter period ending on the Business Day prior to the date on which such Illegality Event takes place, negotiate in good faith to mitigate the effects of such Illegality Event with a view to restructuring the transaction in a manner such that the leasing of the Aircraft to Lessee may continue on the same commercial terms as under the Transaction Documents, including, without limitation, by way of amendment, novation or replacement to any Transaction Document.
- (c) If Lessor and Lessee are unable to restructure the transaction as contemplated in Clause 22.9(b) within the time period set forth therein, either party may by notice in writing to the other party terminate the leasing of the Aircraft under this Lease, such termination to take effect on the latest date on which the relevant party may continue to perform such obligations or be a party to such document without being in breach of applicable Laws or regulations, whereupon Lessee shall forthwith redeliver the Aircraft to Lessor (i) if such illegality event is relevant to Lessor, in “as is, where is” condition, or (ii) if such illegality event is relevant to Lessee, in accordance with the Redelivery Conditions.
- (d) Lessor and Lessee shall bear their own costs and expenses arising out of any negotiations or restructuring pursuant to this Clause 22.9.

22.10 Survival

Lessee's indemnity and other obligations under this Clause 22 shall remain in full force and effect, notwithstanding the assignment, novation, expiration or termination of this Lease.

23 REPRESENTATIONS, WARRANTIES AND COVENANTS

23.1 Lessee Representations and Warranties

Lessee represents and warrants to Lessor that:

- (e) Lessee is a company duly incorporated and validly existing under the Laws of Lessee State of Organisation and has the corporate power and authority to own its assets and carry on its business as it is being conducted and is the holder of all necessary air transportation licenses and certifications required in connection therewith and with the use and operation of the Aircraft;
- (f) Lessee has the corporate power and authority to enter into and perform, and has taken all necessary corporate action to authorise the entry into, performance and delivery of, this Lease and the other Transaction Documents to which it is a party and the transactions contemplated thereby;
- (g) this Lease and the other Transaction Documents to which it is a party constitute Lessee's legal, valid and binding obligations enforceable in accordance with their terms;
- (h) the choice by Lessee of New York Law to govern this Lease and the other Transaction Documents to which it is a party and the transactions contemplated by this Lease and the submission by Lessee to the jurisdiction as provided for in Clause 28.2 are valid and binding on Lessee;
- (i) the entry into and performance by Lessee of, and the transactions contemplated by, this Lease and the other Transaction Documents to which it is a party do not and will not conflict with any Laws binding on Lessee or conflict with the constitutional documents of Lessee or conflict with or result in default under any document which is binding on Lessee or any of the assets which it owns nor result in the creation of any Liens over any of the assets which it owns;
- (j) as far as concerns the obligations of Lessee, all authorisations, consents, registrations and notifications by Lessee required in connection with the entry into, performance, validity and enforceability of this Lease and the other Transaction Documents to which it is a party and the transactions contemplated thereby (including any import licences and customs formalities) have been (or will on or before the Effective Date have been) obtained or effected (as appropriate) and are (or will on their being obtained or effected be) in full force and effect;
- (k) Lessee is subject to civil commercial Law with respect to its obligations under this Lease and the other Transaction Documents to which it is a party and neither Lessee nor any of its assets is entitled to any right of immunity and the entry into and performance of this Lease and the other Transaction Documents to which it is a party by Lessee constitute private and commercial acts;
- (l) there are no restrictions on Lessee making the payments (in whatsoever currency agreed herein) required by this Lease and the other Transaction Documents under any relevant Law;

- (m) the audited consolidated accounts of Lessee most recently delivered to Lessor fairly represent the consolidated financial condition of Lessee as at the date to which they were drawn up;
- (n) the entry into or performance by Lessee of this Lease will not result in the occurrence of an Event of Default;
- (o) other than in respect of any Event of Default as it relates to (i) the period of time before the Bankruptcy Cases or (ii) the filing or continuance of the Bankruptcy Cases, no Event of Default has occurred and is continuing;
- (p) it is not necessary under the Laws of the State of Registration or the Habitual Base in order to ensure the validity, effectiveness and enforceability of this Lease and the other Transaction Documents or to, establish, perfect or protect the respective rights of Lessor, Owner and Lender that this Lease and the other Transaction Documents or any other instrument relating thereto be filed, registered or recorded or that any other action be taken or if any such filings, registrations, recordings or other actions are necessary or advisable, the same have been effected or will have been effected on or before the Effective Date;
- (q) other than as related to the Bankruptcy Cases, no litigation, arbitration or administrative proceedings are pending or to its knowledge threatened against Lessee which, if adversely determined, would have a material adverse effect on its financial condition or business or its ability to perform its obligations under this Lease and the other Transaction Documents to which it is a party;
- (r) the obligations of Lessee under this Lease and the other Transaction Documents to which it is a party rank at least pari passu with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of Lessee, except for such obligations as are mandatorily preferred by Law and not by virtue of any contract;
- (s) Lessee is not in default in the payment of any Taxes of a material amount which have been assessed and demanded of it other than Taxes which Lessee is contesting in good faith by appropriate proceedings and in respect of which (if such Taxes are stated to be due and owing) adequate reserves have been made or the non-payment of which does not give rise to any material likelihood of the Aircraft being sold, arrested, detained or otherwise lost and Lessee is not required by Law to deduct any Taxes from any payments under this Lease;
- (t) there are no overdue Flight Charges or other overdue charges in respect of aircraft operated by Lessee which, if unpaid, could result in a Lien being asserted over the Aircraft; and
- (u) none of Lessee, any of its directors, officers or employees or any person acting on any of their behalf is a Restricted Party, and the transactions contemplated by this Lease will not result in contravention of any Sanction.

23.2 Intentionally omitted.

23.3 Lessee Covenants

23.3.1 Lessee covenants to Lessor that it will:

- (a) notify Lessor of any change to Lessee's registered office, principal place of business or chief executive office (if there is more than one place of business) not more than ten (10) days following such change;
- (b) if Lessee becomes aware that the leasing of the Aircraft to Lessee under this Lease is in breach of any applicable Law or regulation, Lessee shall notify Lessor without undue delay and remedy such breach as soon as possible;
- (c) not revoke the Deregistration Power of Attorney and, from time to time, deliver to Lessor such updated or amended Deregistration Power of Attorney, if necessary, to meet new requirements or as otherwise is reasonably requested by Lessor;
- (d) not revoke the Statement of Account Letter and, from time to time, deliver to Lessor such updated or amended Statement of Account Letter, if necessary, to meet new requirements or as otherwise is reasonably requested by Lessor;
- (e) not represent or hold out Lessor or any of the other Lessor Indemnitees as carrying goods or passengers on the Aircraft or being in any way connected to the operation of the Aircraft;
- (f) Lessee shall refrain from taking any action which might affect the ability of Lessor to exercise or enforce its rights under the Lease or to recover in full all amounts owed by Lessee to Lessor or otherwise limit, affect or prejudice the rights of Lessor under the Lease; and
- (g) if any documents, approval, licence or consent delivered to Lessor in connection with this Lease are required by this Lease to have a validity and effectiveness for the Lease Term, but have or are of a duration or effectiveness that is for less than the Lease Term when originally delivered, cause replacements, extensions or supplements thereof to be timely delivered to Lessor during the Lease Term to ensure that Lessor maintains at all times during the Lease Term the benefits initially afforded by such items and the continued effectiveness and validity of the same for the Lease Term.

23.3.2 Lessee covenants to Lessor that it will provide to Lessor such information and documentation related to any new shareholder (direct and indirect), holding [REDACTED] percent ([REDACTED]%) or more of Lessee, as is reasonably required by Lessor in order for Lessor and the Lenders, if any, to comply with their know your customer requirements in order to establish that the new shareholder is not a Restricted Party or a Party with whom Lessor or the Lenders is prohibited or restricted by any applicable Law from doing business with.

23.4 Lessor Representations and Warranties

Lessor represents and warrants to Lessee that:

- (a) Lessor is a company duly incorporated and validly existing under the Laws of Lessor State of Organisation and has the corporate power to own its assets and carry on its business as it is now being conducted;
- (b) Lessor has the corporate power and authority to enter into and perform, and has taken all necessary corporate action to authorise the entry into, performance and delivery of, this Lease and the other Transaction Documents to which it is a party and the transactions contemplated thereby;
- (c) this Lease and the other Transaction Documents to which it is a party constitutes Lessor's legal, valid and binding obligation;

- (d) the choice by Lessor of New York Law to govern this Lease and the other Transaction Documents to which it is a party and the transactions contemplated by this Lease and the submission by Lessor to the jurisdiction of the courts as provided for in Clause 28.2 is valid and binding on Lessor;
- (e) the entry into and performance by Lessor of, and the transactions contemplated by, this Lease and the other Transaction Documents to which it is a party do not and will not conflict with any Laws binding on Lessor or conflict with the constitutional documents of Lessor or conflict with any document which is binding on Lessor or any of its assets;
- (f) so far as concerns the obligations of Lessor, all authorisations, consents, registrations and notifications required under the Laws of Lessor State of Organisation in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Lease and the other Transaction Documents to which it is a party by Lessor have been (or will on or before the Effective Date have been) obtained or effected (as appropriate) and are (or will on their being obtained or effected be) in full force and effect;
- (g) the obligations of Lessor under this Lease and the other Transaction Documents to which it is a party rank at least pari passu with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of Lessor, except for such obligations as are mandatorily preferred by Law and not by virtue of any contract;
- (h) no litigation, arbitration or administrative proceedings are pending or to its knowledge threatened against Lessor which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Lease and the other Transaction Documents to which it is a party;
- (i) Lessor is subject to civil commercial Law with respect to its obligations under this Lease and neither Lessor nor any of its assets is entitled to any right of immunity and the entry into and performance of this Lease by Lessor constitute private and commercial acts;
- (j) Lessor has full authority to lease the Aircraft to Lessee; and
- (k) Lessor is financially capable to comply with its payment obligations under this Lease.

23.5 Lessor Covenant

Lessor will update Lessee upon request on the status of any insolvency, reorganisation, restructuring, winding up or similar procedure that has been applied for or initiated in respect of Lessor.

24 INFORMATION COVENANTS

24.1 General Information

Lessee shall promptly furnish to Lessor:

- (a) not later than [REDACTED] days, provide or make available to Lessor its audited financial statements for that financial year (including a balance sheet, statement of cash flows and profit and loss statement), prepared in English and in accordance with generally accepted accounting principles and practices applicable in Lessee State of Organisation, consistently applied and stating in comparative form the respective figures as of the end of and for the preceding financial year;

- (b) not later than [REDACTED] days following the end of the first six months of each financial year, provide or make available to Lessor its unaudited financial statements for that six month period (including a balance sheet, statement of cash flows and profit and loss statement), prepared in English and in accordance with generally accepted accounting principles and practices applicable in Lessee State of Organisation, consistently applied and stating in comparative form the respective figures as of the end of and for the preceding six month period;
 - (c) on written demand by Lessor, copies of all notices, circular letters, announcements and other documents sent to members or creditors generally of Lessee;
 - (d) written notice of any litigation or arbitral proceedings not covered by insurance (except for deductibles standard in the airline industry) and of all proceedings by or before any Governmental Authority which, if adversely determined, (1) might adversely affect Owner's ownership or Lessor's interests in the Aircraft, or (2) which relate to the Aircraft and where the amount involved not covered by insurance is in excess of US\$ [REDACTED] ([REDACTED] Dollars), or (3) might, in the reasonable and good faith judgment of Lessee, have a material adverse effect on the ability of Lessee to perform its obligations under this Lease; and
 - (e) subject to any applicable confidentiality restrictions or regulations binding on Lessee, promptly provide or make available to Lessor such additional information as Lessor may from time to time in writing reasonably require in the context of the Transaction Documents and the transactions contemplated thereby to enable Lessor to comply with its due diligence, tax filing, audit and litigation obligations.
- 24.1.1 All information to be provided shall be accurate and true and Lessee shall promptly notify Lessor if any information provided to Lessor has become inaccurate or misleading.

24.2 Aircraft Related Charges

- 24.2.1 On request of Lessor, Lessee shall advise Lessor of the amounts incurred or an estimate thereof by Lessee, in respect of Flight Charges relating to the Aircraft (or any other aircraft operated by Lessee, if the Aircraft can be subject to a Lien or arrested if such charges are not paid).
- 24.2.2 Lessee hereby (1) authorises Lessor to contact any relevant authority to obtain the above information in Clause 24.2.1, and (2) on the request by Lessor, in addition to the Statement of Account Letter, on the request by Lessor, write directly to the relevant authorities authorizing the disclosure of the above information to Lessor.

24.3 Other Reporting Requirements

Lessee shall promptly furnish to Lessor all information Lessor from time to time reasonably requests regarding the Aircraft, any Engine or any Aircraft Item, its use, location and condition including the FH, FC and calendar time available on the Aircraft and any Engine until the next scheduled check, inspection, overhaul or shop visit, as the case may be.

25 ASSIGNMENTS AND FINANCING

25.1 No Assignment by Lessee

No assignment, novation, transfer, mortgage or other charge may be made by Lessee of any of its rights or obligations with respect to this Lease, the Aircraft, any Engine or any Aircraft Item.

25.2 Assignment by Lessor

- 25.2.1 Lessor may at any time before Delivery and without Lessee's consent sell, assign or transfer its rights and interest with respect to this Lease to an affiliate of Lessor resident in the same jurisdiction as Lessor (an "**Affiliate Transfer**").
- 25.2.2 Lessor may at any time (before, at or after Delivery) and without Lessee's consent sell, assign or transfer its rights and interest with respect to this Lease (a "**Lease Transfer**") to a third party (the "**Lessor Assignee**"), subject to compliance with the conditions specified in Clause 25.4.
- 25.2.3 The term "Lessor" as used in this Lease means the lessor of the Aircraft at the time in question. In the event of an Affiliate Transfer or a Lease Transfer, the Lessor Assignee shall become "Lessor" of the Aircraft under this Lease and Lessor shall become the prior lessor and shall be relieved of all liability to Lessee under this Lease for obligations arising on and after the date of the Affiliate Transfer or Lease Transfer. Lessee shall acknowledge and accept the Lessor Assignee as the new "Lessor" under this Lease and shall look solely to the Lessor Assignee for the performance of all Lessor obligations and covenants under this Lease arising on and after the date of the Affiliate Transfer or Lease Transfer. Lessor shall cause any future transferee of any Aircraft to acknowledge and agree to the pooling arrangements contemplated herein and in the Omnibus Amendment Agreement.

25.3 Assignment by Owner

Owner may at any time and without Lessee's consent sell, assign or transfer its rights and interest with respect to the Aircraft (an "**Ownership Transfer**") to a third party (the "**Owner Assignee**"), subject to compliance with the conditions specified in Clause 25.4. Owner shall cause any future transferee of any Aircraft to acknowledge and agree to the pooling arrangements contemplated herein and in the Omnibus Amendment Agreement.

25.4 Transfer Conditions

- 25.4.1 Any Lease Transfer or Ownership Transfer shall be subject to compliance with the following conditions:
- (a) Lessor shall promptly notify Lessee in writing of any proposed transfer and all relevant details with respect thereto;
 - (b) Lessee will not be liable for any increased risk, obligations, responsibilities, liabilities or costs (including as to Taxes) for which it would not have been liable had such Lease Transfer or Ownership Transfer not taken place or any loss of benefit which it would not have suffered had such Lease Transfer or Ownership Transfer not taken place, and such transfer shall not decrease Lessee's rights under the Lease, each of the foregoing based on the applicable Law in force and effect at the time of such Lease Transfer or Ownership Transfer;
 - (c) any costs (including reasonable and documented legal fees (subject to a cap to be mutually agreed by Lessor and Lessee) and other out of pocket expenses) incurred by Lessee as the result of a Lease Transfer or Owner Transfer (including security assignments) shall be borne by Lessor and payable within ten (10) Business Days of demand, subject to Lessee presenting reasonable documentation of having incurred such costs;

- (d) any Owner Assignee or Lessor Assignee shall have a tangible net worth of not less than US\$ [REDACTED] and shall provide a certificate of such tangible net worth prior to entering into a Lease Transfer or Ownership Transfer (as the case may be);
- (e) Lessor shall procure that the Owner Assignee and/or Lessor Assignee (and, if applicable, the new Lender) shall provide a written undertaking in form and substance reasonably acceptable to Lessee confirming Lessee's quiet enjoyment rights in accordance with the provisions of this Lease;
- (f) any Lessor Assignee will have full corporate power and authority to enter into and perform the transactions contemplated by this Lease on the part of Lessor;
- (g) any Owner Assignee or Lessor Assignee shall assume any and all payment and other obligations of Owner or Lessor, as applicable;
- (h) any Lessor Assignee or Owner Assignee shall be experienced in the business of aircraft leasing or serviced by such person; and
- (i) any Lessor Assignee or Owner Assignee shall not be an airline competitor of Lessee or be owned and controlled by an airline competitor of Lessee, that competes with Lessee.

25.5 Assignment Documentation

- 25.5.1 On request by Lessor, following an Affiliate Transfer, a Lease Transfer or Ownership Transfer, the relevant parties shall in good faith, without undue delay, agree upon and execute all such documents as is customary in connection with the relevant transfer and which Lessor may reasonably request.
- 25.5.2 The assistance and cooperation by Lessee under Clause 25.5 will be provided without claim for any Lessor compensation.

25.6 Financing

- 25.6.1 On the Effective Date, the Aircraft may be subject to a secured financing arrangement. Pursuant to such financing arrangement, certain of the rights and interests of Owner and/or Lessor in the Aircraft and in this Lease and the other Transaction Documents will be and/or have been collaterally assigned by way of security to the Lender or a security trustee.
- 25.6.2 Lessee agrees to (1) cooperate with Lessor and the Lenders and do all such things and execute or deliver all such documents that are customary for secured aircraft financing transactions and reasonably requested by Lessor and the Lenders (including the Notice and Acknowledgment, the Assignment of Insurances and the Assignment of Reinsurances), and (2) make such filings and registrations as may be reasonably requested by Owner, Lessor or the Lenders to protect the security interests of the Lenders under such financing arrangement.
- 25.6.3 On the Effective Date, the Aircraft may be alternatively subject to an unsecured financing arrangement. Pursuant to such unsecured financing arrangement, certain of the rights and interests of Owner and/or Lessor in the Aircraft and in this Lease and the other Transaction Documents may be assigned by way of beneficial interest sale to a borrower or issuer of unsecured notes under the unsecured financing arrangements.
- 25.6.4 Lessee agrees to (i) cooperate with Lessor and Lender and do all such things and execute or deliver all such documents that are customary for unsecured aircraft financing transactions and reasonably requested by Lessor and Lender, and (ii) make such filings and registrations as

may be reasonably requested by Owner, Lessor or Lender to protect the position of Lender under such unsecured financing arrangement.

- 25.6.5 Lessor will reimburse Lessee on demand for any reasonable out of pocket expenses (including reasonable legal fees) incurred by Lessee in connection with the assistance and cooperation by Lessee under this Clause 25.6.

25.7 Subsequent Financing

- 25.7.1 Lessor and/or Owner may at any time during the Lease Term and without Lessee's consent grant a Mortgage or other security interests over the Aircraft and assign the benefit of this Lease to a Lender as security for Lessor's or Owner's obligations to such Lender. Lessor shall procure that Lender shall provide a written undertaking in form and substance reasonably acceptable to Lessee confirming Lessee's quiet enjoyment rights in accordance with the provisions of this Lease.
- 25.7.2 On request by Lessor (on behalf of itself, Owner, the Lessor Assignee, Owner Assignee or Lender), Lessee shall during the Lease Term, without undue delay, execute all such documents as Lessor (on behalf of itself, Owner, the Lessor Assignee, Owner Assignee or Lender) may reasonably request (including but not limited to a Notice and Acknowledgment, an Assignment of Insurances and an Assignment of Reinsurances).
- 25.7.3 Lessee shall timely provide all other reasonable assistance and cooperation to Lessor, Owner, Lessor Assignee, Owner Assignee and Lender in connection with any Lease Transfer, Ownership Transfer, financing (whether secured or unsecured), refinancing (whether secured or unsecured), sale (whether a sale of legal and beneficial title or beneficial title), assignment or the perfection and maintenance of any such security interest (including, at Lessor's cost, making all necessary filings and registrations in the State of Registration, providing an updated insurance certificate) and providing all such representations and opinions of counsel with respect to matters reasonably requested by Lessor (on behalf of itself, Owner, the Lessor Assignee, Owner Assignee or Lender).
- 25.7.4 Lessor will reimburse Lessee on demand for any reasonable out of pocket expenses (including reasonable legal fees) incurred by Lessee in connection with the assistance and cooperation by Lessee under this Clause 25.7.4.

25.8 Mortgage Registration

- 25.8.1 If a mortgage registration facility with the Aviation Authority is in existence; or if such is not in existence and the State of Registration has a mortgage register for movable objects or a similar establishment securing a (first priority) mortgage in the Aircraft, Lessor, Owner and/or Lender may establish any Mortgage in favour of the Lender. Lessee shall provide such assistance and cooperation as Lessor, Owner and/or Lender may reasonably require in relation to any such registration or any amendment thereof.
- 25.8.2 Where satisfactory registration of the Mortgage in the State of Registration of the Aircraft is not possible, Lessor may (if such is possible under the Laws of the State of Registration) elect to require Lender to be entered on the certificate of registration for the Aircraft, and (if applicable) the Aviation Authority must confirm that no change of registration or de-registration can be effected without Lender's approval. Lessee shall provide such assistance and cooperation as Lessor may reasonably require in relation to such registration.

- 25.8.3 Lessor will reimburse Lessee on demand for any reasonable out of pocket expenses (including reasonable legal fees) incurred by Lessee in connection in the assistance and cooperation under this Clause 25.8.3.

26 NOTICES

- 26.1.1 All notices shall be delivered in person or sent by e-mail, letter (mailed airmail, certified and return receipt requested), or by expedited delivery addressed to the Parties as set forth herein.
- 26.1.2 In the case of an e-mail, notice shall be deemed to be received on the date the e-mail becomes available in the recipients' e-mail in-box. In the case of a mailed letter, notice shall be deemed received on actual receipt. In the case of a notice sent by expedited delivery, notice shall be deemed received on the date of delivery specified in the records of the Person which accomplished the delivery. If any notice is sent by more than one of the above listed methods, notice shall be deemed received on the earliest possible date in accordance with the above provisions.
- 26.1.3 Notices will be sent to the addresses set out under Lessee Address for Notices and Lessor Address for Notices, respectively, in EXHIBIT B (*Lease Specific Terms*) or to such other address as any party may designate for itself by written notice to the other party.

27 MANUFACTURER WARRANTIES

27.1 Assignment

- 27.1.1 With effect from Delivery, Lessor assigns to Lessee during the Lease Term (provided that no Event of Default has occurred and is continuing) and authorises Lessee to exercise the benefit all existing Manufacturer Warranties held by Lessor that may be assigned and are capable of assignment.
- 27.1.2 On the Expiration Date, Lessee shall assign to Lessor the benefit of any Manufacturer Warranties existing at such time that may be assigned and are capable of assignment.

28 LAW AND DISPUTE

28.1 Governing Law

THIS LEASE AND ALL MATTERS PERTAINING THERETO SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES (OTHER THAN THE PROVISIONS OF SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

28.2 Jurisdiction

- 28.2.1 Lessee and Lessor hereby irrevocably consent that any legal action or proceeding against it or any of its assets with respect to this Lease may be brought in any court of the State of New York or any Federal court of the United States of America sitting in the Borough of Manhattan, United States of America, and in the case of any enforcement action against Lessee, in any jurisdiction where Lessee or any of its assets may be found, or as Lessor may elect. By execution and delivery of this Lease Lessee and Lessor hereby irrevocably submit to and

accept with regard to any such action or proceeding, for itself and in respect of its assets, generally and unconditionally, the jurisdiction of the aforesaid courts.

28.2.2 Lessee and Lessor agree that a final unappealable judgment against it in any action or proceeding in connection with this Lease shall be conclusive and may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and the amount of Lessee's indebtedness. Lessee and Lessor hereby irrevocably waive, to the fullest extent permitted by Law, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Lease brought in the State of New York, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in the State of New York has been brought in an inconvenient forum.

28.2.3 To the extent that Lessee may, in any jurisdiction in which proceedings may at any time be taken for the determination of any question arising under or for the enforcement of this Lease (including any interlocutory proceedings or the execution of any judgment or award arising therefrom), be entitled to claim or otherwise be accorded for itself or its property, assets or revenues immunity from suit or attachment (whether in aid of execution, before judgment or otherwise) or other legal process, and to the extent that in any such jurisdiction, there may be attributed to Lessee, or its property, assets or revenues such immunity (whether or not claimed), Lessee hereby irrevocably agrees not to claim and waives such immunity to the fullest extent permitted by the Law of such jurisdiction.

28.3 Process Agent Appointment

28.3.1 Lessor herewith appoints Lessor Process Agent as its process agent for the service of any proceedings brought in the courts of the State of New York pursuant to this Lease or any other Transaction Document to which Lessor is party and will provide Lessee with a letter from such process agent confirming the appointment and agrees that failure by such agent to notify it of such service shall not adversely affect the validity of such service or any judgment based thereon.

28.3.2 Lessee herewith appoints Lessee Process Agent as its process agent for the service of any proceedings brought in the courts of the State of New York pursuant to this Lease or any other Transaction Document to which Lessee is party and will provide Lessor with a letter from such process agent confirming the appointment and agrees that failure by such agent to notify it of such service shall not adversely affect the validity of such service or any judgment based thereon.

28.3.3 The appointments of Lessor Process Agent and Lessee Process Agent shall be for the period from appointment until the date occurring two (2) years from the Redelivery Date.

28.3.4 In the event of the termination of the appointment or Lessor Process Agent or Lessee Process Agent or if Lessor Process Agent or Lessee Process Agent ceases to have a registered office in New York, Lessor or Lessee, as applicable, undertakes promptly to appoint another agent for service of process.

28.4 Repossession

Notwithstanding the provisions of Clauses 28.1 (*Governing Law*) and 28.2 (*Jurisdiction*), in case of a repossession action by Lessor in accordance with Clause 22 (*Events of Default*), the governing Law and/or jurisdiction shall be subject to any mandatory provisions of Law and/or mandatory orders of any competent court in which jurisdiction the Aircraft may be physically

positioned and/or registered that by reason of such Law or orders override the governing law and/or jurisdiction selected by the Parties.

29 MISCELLANEOUS

29.1 Counterparts

This Lease may be executed in two or more counterparts and by the Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29.2 Entire Agreement

This Lease together with the other Transaction Documents constitutes the entire agreement between Lessor and Lessee concerning the subject matter hereof and supersedes all preceding correspondence, agreements and stipulations whether oral or in writing between the Parties concerning the subject matter hereof.

29.3 Severability

If a provision of this Lease is or becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Lease or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Lease.

29.4 Time is of the Essence

Time and strict and punctual performance by Lessee are of the essence with respect to each provision of this Lease.

29.5 Language

This Lease is in the English language and all notices, opinions, financial statements and other documents given under this Lease shall be provided in the English language or, if not submitted in the English language, shall be accompanied by one certified copy of an English translation thereof for each copy of the foregoing so submitted (except for Lessee's organizational documents, corporate approvals and other authorizations or documents issued by any authority). The meaning and interpretation of the English version of this Lease and all documents delivered in connection herewith shall govern in the event of any conflict with the non-English version thereof including any disputes, arbitration or litigation relating hereto.

29.6 Expenses

29.6.1 Whether or not the transactions contemplated hereby are consummated, each Party shall bear their own respective fees, costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Lease and the other Transaction Documents.

29.6.2 Lessee will pay to Lessor promptly following demand all reasonable expenses (including reasonable legal, professional, and out-of-pocket expenses) related to any amendment to or extension of any documentation in connection with, or the granting of any waiver or consent under, this Lease which has been requested by Lessee.

29.6.3 Lessor will pay to Lessee promptly following demand all reasonable expenses (including reasonable legal, professional, and out-of-pocket expenses) related to any amendment to or

extension of any documentation in connection with, or the granting of any waiver or consent under, this Lease which has been requested by Lessor.

29.6.4 In addition, Lessee shall pay to Lessor promptly following demand all costs and expenses (including legal, survey and other costs) payable or incurred by Lessor in connection with the perfection of this Lease in the State of Registration, the Habitual Base and other states (as appropriate given the operation of the Aircraft) including the provision of legal opinions, tax advice, stamp duties, notarial fees, translations and registrations, if required by either Lessor or Lessee in respect thereof.

29.6.5 Lessee shall also be responsible for all costs incurred by Lessor and/or Owner (including legal costs) in connection with the enforcement of this Lease and the preservation of their respective rights in and under this Lease and the other Transaction Documents and in the Aircraft.

29.7 Amendments

The provisions of this Lease may only be amended or modified by an instrument in writing executed by Lessor and Lessee.

29.8 Headings

All clause and paragraph headings and captions are purely for convenience and will not affect the interpretation of this Lease. Any reference to a specific clause, paragraph or section will be interpreted as a reference to such clause, paragraph or section of this Lease.

29.9 Exhibits

The Exhibits to this Lease constitute an integral part thereof. In case of conflict between the provisions of the Exhibits and the provisions of this Lease, the provisions of the Exhibits shall prevail.

29.10 Negotiation

29.10.1 Each Party has been advised by counsel of its choosing and this Lease shall not be construed against the Party drafting the same.

29.10.2 Lessee hereby expressly acknowledges that the waivers, disclaimers and indemnities provided herein form an integral part hereof and that Lessor would not have entered into this Lease in the absence of such waivers, disclaimers and indemnities and that the Rent amounts have been calculated and agreed based on Lessee's agreement to such waivers, disclaimers and indemnities.

29.11 Further Assurances

Lessee shall from time to time do and perform such other and further acts and execute and deliver any and all such further instruments as may be required by applicable Law or reasonably requested in writing by Lessor, Owner and/or Lender to establish, maintain and protect the rights and remedies of Lessor, Owner and/or Lender and to carry out and effect the intent and purposes of this Lease.

29.12 Third Party Beneficiaries

Owner, any Lender or any other Lessor Indemnitee from time to time and who is not a party to this Lease shall be entitled to enforce and enjoy the benefit of such terms of this Lease

expressed to be for the benefit of such Owner, any Lender or Lessor Indemnitee as a permitted third party beneficiary of this Agreement. Save as provided above no other person who is not a party to this Lease has any rights as a third party beneficiary to enforce or enjoy the benefit of any part of this Lease. It is further agreed that, notwithstanding the above, the Parties do not require the consent of any person who is not a party to this Lease to amend or terminate this Lease.

29.13 Disclaimer of Consequential Damages

Unless otherwise provided in this Lease, each Party agrees that it shall not be entitled to recover, and hereby disclaims and waives any right that it may otherwise have to recover, consequential damages as a result of any breach or alleged breach by the other Party of any of the agreements, representations or warranties contained in this Lease.

30 CONFIDENTIALITY AGREEMENT

Each of Lessor and Lessee shall keep confidential and shall not, without the prior written consent of the other Party hereto, disclose to any other Person the subject matter of this Lease and the other Transaction Documents and the transactions contemplated hereby provided that the Parties shall be entitled, without any such consent, to disclose the same:

- (a) in connection with any legal proceedings arising out of or in connection with this Lease and the other Transaction Documents; or
- (b) if required to do so by an order of a court of competent jurisdiction whether in pursuance of any procedure for discovery of documents or otherwise; or
- (c) pursuant to any applicable Law; or
- (d) to any fiscal, monetary, tax, governmental or other competent authority; or to the insurers (and/or insurance brokers), auditors, bankers, Lenders, legal or other professional advisors of Lessor, Owner, Lender, the Lessor Indemnitees or Lessee; or
- (e) if any of the same is or shall become publicly known otherwise than as a result of a breach by such Party of this Clause 30; or
- (f) to the Lessor Indemnitees and any Affiliate of the Lessor Indemnitees; or
- (g) in connection with Lessor's or Owner's potential sale, financing, refinancing of or related to the Aircraft and/or transfer or assignment of this Lease or any right or interest therein, including, potential Lenders, purchasers or other permitted assigns of Owner or Lessor; provided that any such recipient of confidential information shall as a condition precedent to receipt of the information execute and deliver a confidentiality agreement containing terms no less stringent than the terms of this Clause 30; or
- (h) as may be required to obtain the bankruptcy court's approval of this Lease; or
- (i) to the U.S. Trustee, the Unsecured Creditors Committee, the Ad Hoc Bondholders Group or the entities providing the debtor-in-possession financing to the Lessee as further described in the Omnibus Amendment Agreement or in connection with the Bankruptcy Cases.

EXHIBITS

EXHIBIT A	Definitions
EXHIBIT B	Lease Specific Terms
EXHIBIT C	Intentionally Omitted
EXHIBIT D	Intentionally Omitted
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EXHIBIT F	Conditions Precedent
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EXHIBIT N	Redelivery Conditions
EXHIBIT O	Certificate of Redelivery
EXHIBIT P	Maintenance Redelivery Payments
[EXHIBIT Q	Form of Lessee Parent Guarantee] ¹¹

¹¹ Include for Aerolitoral, S.A. de C.V. lease.

**EXHIBIT A
DEFINITIONS**

1. DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings for all purposes of this Lease and such meanings shall apply to both the singular and the plural forms of the terms defined:

“AD” or “Airworthiness Directive” means any airworthiness directive issued by the applicable State of Design Authority, the Aviation Authority or the Compliance Authority, to the extent each such airworthiness directive is applicable to the Aircraft, any Engine, any Landing Gear, the APU or any Part or the Aircraft Documents.

“AD Compliance Period” has the meaning specified in EXHIBIT B (*Lease Specific Terms*).

“AD Cost Contribution” has the meaning specified in Clause 15.4.4.

“Additional Insured” means the parties specified in EXHIBIT B (*Lease Specific Terms*) and any other party as provided for herein.

“Affiliate” means any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with the Person specified.

“After-Tax Basis” means, in respect of a payment on which Taxes are imposed (for the purposes of this definition, a **“Due Payment”**), that the Due Payment shall be supplemented as necessary by one or more further payments so that the recipient of the Due Payment receives the Due Payment in full as if no Taxes had been imposed on the Due Payment.

“Agreed Maintenance Facility” means a maintenance facility approved by the Aviation Authority and the Compliance Authority Part 145 facility or such other maintenance facility as Lessor may approve in its sole discretion, for the maintenance, testing, inspection, repair, overhaul or modification intended to be accomplished with respect to the Airframe, any Engine or any Aircraft Item.

“Agreed Maintenance Program” means Lessee’s maintenance program for aircraft and engines of the same type and model as the Aircraft and Engines, which shall at all times be based on and in compliance with the current approved MRBR document applicable to the Aviation Authority. The Agreed Maintenance Program shall be approved by the Aviation Authority and accepted by Lessor prior to Delivery and thereafter if the same is amended from time to time in accordance with this Lease. Such maintenance program will encompass scheduled maintenance, condition monitored maintenance and/or on-condition maintenance of airframes, engines and parts, including servicing, testing, preventative maintenance recommended for the operating environment, repairs, structural inspections, system checks, overhauls, modifications, engineering orders, ADs and CPCP tasks.

“Agreed Value” means the amount specified in EXHIBIT B (*Lease Specific Terms*).

“Agreed Value Date” has the meaning specified in Clause 19.2.3.

“Aircraft” means the Airframe together with (1) the Engines and all Aircraft Items, whether installed or not installed on the Aircraft, (2) spare parts or ancillary equipment or devices furnished with the Airframe or the Engines under this Lease, (3) any other property, tangible and intangible, which are delivered by Lessor to Lessee and not otherwise described in the preceding portions of this definition, (4) all Aircraft Documents and all substitutions, replacements, amendments and renewals of any and all thereof, and (5) subject to Clause 14.5, all alterations, modifications and additions which may be made to, installed on or incorporated into the Aircraft during the Lease Term.

"Aircraft Documents" means the documents, data, manuals and records identified in EXHIBIT E (*Aircraft Documents*) and with all current additions, renewals, revisions and replacements from time to time as provided by the OEM or in accordance with this Lease.

"Aircraft Inspection" means the inspection of the Aircraft in accordance with EXHIBIT C (*Aircraft Inspection*).

"Aircraft Item" means any Landing Gear, the APU or any Part, as the context may require.

"Aircraft Pool" means any of the aircraft pools referenced in Omnibus Amendment Agreement

"Airframe" means the Aircraft (except for the Engines), together with all Landing Gear, the APU and any and all Parts which are from time to time incorporated or installed in or attached thereto or which have been removed therefrom, as specified in the Certificate of Acceptance.

"Airframe Heavy Structural Check" has the meaning specified in Exhibit P (*Maintenance Redelivery Payments*).

"AMM" means the Aircraft Maintenance Manual.

"ANAC" means the Agência Nacional de Aviação Civil, the Brazilian airworthiness authority, or any successor Government Entity succeeding to the functions thereof.

"AOC" means a current and valid Aircraft Operators Certificate as provided to Lessee by the Aviation Authority.

"APU" means the auxiliary power unit installed on the Airframe on the Effective Date (or any replacement of any thereof made pursuant to this Lease) together, in any case, with any and all Parts which are from time to time incorporated in or attached to any such APU and any and all Parts removed there from so long as title thereto remains vested in Owner in accordance herewith.

"APU Hour" means each hour or part thereof (rounded up to one decimal place) that the APU is operated, whether for Aircraft operations or testing.

"APU Life Limited Parts/APU LLPs" means those Parts, defined by the APU Manufacturer either in airworthiness limitation chapter of the APU maintenance manual or through ADs, that require replacement on a mandatory basis at the expiration of the Manufacturer's certified life, whether expressed in terms of APU Cycles, APU Hours or calendar time.

"APU Restoration" means a shop visit at an Agreed Maintenance Facility involving [REDACTED].

"ARC" means a current and valid Airworthiness Review Certificate.

"Ascend" means "Ascend by Cirium" provided by Reed Business Information Ltd. through the Cirium network.

"Assignment of Insurances" means an assignment of insurances (which shall include a notice to insurer thereof), in form and substance satisfactory to Lessor.

"Assignment of Reinsurances" means an assignment of reinsurances (which shall include a notice to reinsurer thereof), in form and substance satisfactory to Lessor.

"Aviation Authority" means the Governmental Authority in the State of Registration that under the Law of the applicable State of Registration, from time to time, has control or supervision of civil

aviation in that state or has jurisdiction over the registration, airworthiness, operation or other matters relating to the Aircraft.

“Back to Birth Traceability” means, in respect of any Life Limited Part, original documentary evidence specifying its part number and serial number, and providing a full operational history to a standard acceptable to the relevant Aviation Authority but in any event comprising: (i) for a part delivered new as a spare part, the airworthiness document (FAA 8130-3 or EASA Form 1 or equivalent) issued by the Manufacturer, showing the part number and serial number, (ii) for a part delivered new as part of an assembly, the assembly bill of material listing issued by the Manufacturer, showing the part number, serial number, assembly serial number and, where relevant, the model and thrust rating; (iii) a certified removal/installation (on/off) history detailing (in the case of engine Life Limited Parts) a complete record of the FH and FC elapsed at each relevant thrust rating since new; and (iv) a statement from the last operator (in the case of a used part) to the effect that such Life Limited Part was never involved in any major incident or accident.

“Bankruptcy Cases” means the Chapter 11 cases and proceedings initially filed by Lessee and its affiliates on July 1, 2020 under the lead case no. 20-11563 with the United States Bankruptcy Court for the Southern District of New York and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases;

“Bankruptcy Law” means any bankruptcy, reorganisation, compromise, arrangement, insolvency, readjustment of debt, suspension of payments, dissolution, liquidation, administration, receivership or similar Law, whether now or hereafter in effect.

“Basic Check” means a maintenance check on the Aircraft carried out in accordance with the Approved Maintenance Program and designated as a Basic Check, as amended from time to time. This check consists of systems, powerplant. and zonal tasks and includes the corresponding lower checks and any other maintenance and inspections tasks that are a part of such checks, all in accordance with the Approved Maintenance Program or, if the Approved Maintenance Program changes and no longer refers to a full and complete systems, powerplant and zonal block airframe tasks, then a check consisting of those tasks that are applicable in accordance with the suggestions in Appendix F of the MPD, if a baseline program is established in accordance therewith or, if not, then Embraer’s customized maintenance plan report prepared for the Lessor (which will be based on the world average data from Embraer for the same aircraft type).

“Basic 1 Check” means a Basic Check and to be performed at an interval currently at seven thousand five hundred (7,500) FH and six thousand two hundred fifty (6,250) FC, as amended from time to time.

“Basic 2 Check” means a Basic Check and to be performed at an interval currently at fifteen thousand (15,000) FH and twelve thousand five hundred (12,500) FC, as amended from time to time.

“Basic 3 Check” means a Basic Check and to be performed at an interval currently at twenty two thousand five hundred (22,500) FH and eighteen thousand seven hundred fifty (18,750) FC, as amended from time to time.

“Basic 4 Check” means a Basic Check and to be performed at an interval currently at thirty thousand (30,000) FH and twenty five thousand (25,000) FC, as amended from time to time.

“Business Day” means any day other than a Saturday, Sunday or day on which commercial banking institutions are closed in Lessor State of Organisation or Lessee State of Organisation, save that, in relation to a day on which a payment is to be made under this Lease in Dollars, such day need only be a day on which banks are open for foreign exchange business in London and New York.

“Calendar Tasks” means any maintenance tasks controlled by days or any calendar limits.

“Cape Town Convention” means the Convention on International Interests in Mobile Equipment (the “Convention”) and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the “Protocol”), both signed in Cape Town, South Africa on November 16, 2001 together with any protocols, regulations, rules, orders, agreements, instruments, amendments, supplements, revisions or otherwise that have or will be subsequently made in connection with the Convention and/or the Protocol by the “Supervisory Authority” (as defined in the Protocol), the “International Registry” or “Registrar” (as defined in the Convention) or an appropriate “Registry Authority” (as defined in the Protocol) or any other international or national body or authority.

“Certificate of Acceptance” means the certificate executed and delivered by Lessee on the Delivery Date.

“Certificate of Airworthiness” means a current and valid certificate of airworthiness as issued by the Aviation Authority.

“Certificate of Redelivery” means the certificate to be executed and delivered by Lessor (and countersigned by Lessee) at Redelivery substantially in the form of EXHIBIT O (*Certificate of Redelivery*).

“Change in Law” means any enactment, introduction, adoption, abolition, making or variation of, or any change in, deletion from or amendment or addition to, any applicable law, treaty, order or regulation, in each case in any applicable jurisdiction or any change in or any new or further or different interpretation or application of any thereof in any court, and in each case from that existing as at the Effective Date.

“Combined Single Limit” means the higher amount of (1) the amount specified in EXHIBIT B (*Lease Specific Terms*), or (2) the requirement in the industry or by Law of an aircraft this size and for similar operations or in the country of registration required at any time, or (3) the limit provided for under the primary insurance for Lessees other aircraft of similar size and for similar operations at any time, any one occurrence (but in the annual aggregate in respect of products legal liability and personal injury liability).

“Companion Aircraft” means any aircraft which is subject of a Companion Lease.

“Companion Lease” means each other aircraft lease agreement which Lessor (or NAC or any of its Affiliates) may enter (and/or has entered) into with Lessee (or any of its Affiliates).

“Compliance Authority” has the meaning set out in EXHIBIT B (*Lease Specific Terms*).

“Conditions Subsequent” has the meaning specified in Clause 2.3.

“Contract Parties” are the parties specified in EXHIBIT B (*Lease Specific Terms*).

“Contracts” means all Transaction Documents and other contracts that Lessor may reasonably require to evidence the interests of the Contract Parties and the Additional Insureds.

“CPCP Tasks” means the corrosion prevention control program which dictates the corrosion prevention, treatment and correction criteria established by Embraer and the State of Design Authority.

“Damage Notification Threshold” means the amount specified in EXHIBIT B (*Lease Specific Terms*).

“Default Threshold Amount” means the amount specified in EXHIBIT B (*Lease Specific Terms*).

“Deductible” means the amount specified in EXHIBIT B (*Lease Specific Terms*).

“Delivery” means the delivery of the Aircraft by Lessor to Lessee and the acceptance thereof by Lessee under the Original Lease.

“Delivery Date” means the date on which the Delivery has taken place in accordance with the Original Lease.

“Deregistration Power of Attorney” means the deregistration power of attorney in favour of Lessor and/or Lender to be executed and delivered by Lessee in the form acceptable to Lessor.

“DER Repair” means a repair developed by a non-type certificate holder and approved by a FAA designated engineering representative (“DER”) or its equivalent, duly authorised by the applicable Aviation Authority.

“Dollars” or **“US\$”** means the lawful currency of the United States of America.

“EASA” means the European Aviation Safety Agency, or any Person, governmental department, bureau, commission or agency succeeding to any of its functions.

“Effective Date” has the meaning set forth in the Omnibus Amendment Agreement.

“Embraer” means Embraer S.A.

“EMM” means the Engine maintenance manual as updated and modified by the Engine Manufacturer from time to time.

“Engine Life Limited Parts/Engine LLPs” means those Parts, defined by the Engine Manufacturer in chapter 5 of the EMM or by the State of Design Authority through ADs, that require replacement on a mandatory basis before or at the expiration of the manufacturer’s certified life, whether expressed in terms of FC, FH, landings or calendar time.

[REDACTED]

“Engine Manufacturer” means General Electric Company.

“Engine Performance Restoration” means, with respect to an Engine, any off-wing shop visit, as defined by the Engine Manufacturer [REDACTED].

“Engines” means each of the two (2) engines installed on the Airframe on the Delivery Date as set out in the Certificate of Acceptance (or any replacement thereof pursuant to this Lease) together, in any case, with all Parts which are from time to time incorporated in or attached to any such engine and all Parts removed there from so long as title thereto remains vested in Owner.

“Event of Default” has the meaning specified in Clause 22.1.

“Excusable Redelivery Delay” has the meaning specified in Clause 21.9.1.

“Excusable Redelivery Delay Period” has the meaning specified in Clause 21.9.1.

“Expiration Date” means the date specified in EXHIBIT B (*Lease Specific Terms*).

“Export Certificate of Airworthiness” means a certificate of airworthiness for export issued in respect of the Aircraft by the Aviation Authority.

"FAA" means, as the context requires, the United States Federal Aviation Administration and/or the Administrator of the United States Federal Aviation Administration, or any Person, governmental department, bureau, commission or agency succeeding to the functions of either of the foregoing.

"FC" or "Flight Cycle" means:

- (a) for the Airframe, one (1) take-off and landing of the Aircraft; and
- (b) for an Engine or Aircraft Item, one (1) take-off and landing of the aircraft on which such Engine or Aircraft Item is installed.

In the case of the Airframe, Engine and/or Aircraft Item a "touch and go" shall be considered as one FC.

"Finance Document" means any document entered by Lessor and/or Owner with a Lender relating to the financing or refinancing the Aircraft.

"Flight Charges" means all flight charges, route navigation charges, navigation service charges and all other fees, charges or Taxes payable for the landing at, use of or for services provided at any airport or otherwise payable to any airport, airport authority, navigation or flight authority or other similar entity or for any services provided in connection with the operation, landing or navigation of aircraft.

"FH" or "Flight Hour" means each hour or fraction thereof, measured to two decimal places, elapsing from the moment the wheels of the Airframe (or in respect of any Engine or Aircraft Item, an aircraft on which such Engine or Aircraft Item, is (or was) then currently installed) leave the ground on take-off to the moment when the wheels of the Airframe (or such aircraft on which an Engine or Aircraft Item is (or was) then currently installed) touch the ground on landing.

"Governmental Authority" means and includes, as applicable, (1) the FAA, EASA and any other applicable Aviation Authority; (2) any national government, or political subdivision thereof or local jurisdiction therein; (3) any board, commission, department, division, organ, instrumentality, court, or agency of any entity described in (2) above, however constituted; and (4) any association, organisation, or institution of which any entity described in (2) or (3) above is a member or to whose jurisdiction any such entity is subject or in whose activities any such entity is a participant, but only to the extent that any of the preceding in clauses (1) - (4) above have jurisdiction over Lessee, Lessor, this Lease, the Transaction Documents, the Aircraft or its operations, or any of the Lessor Indemnitees.

"Gross Negligence" means any intentional or conscious action, decision or failure to act, which is taken with reckless disregard for the consequences of such action, decision or failure to act.

"Grupo Aeromexico" means Grupo Aeroméxico S.A.B. de C.V. and any entity of which Grupo Aeroméxico S.A.B. de C.V. owns directly or indirectly more than fifty percent (50%) of the voting share capital.

"Habitual Base" means the location specified in EXHIBIT B (*Lease Specific Terms*).

"Hard Time Component" means any component which has a limited on-wing life in accordance with the MPD and which can have life fully restored through appropriate maintenance.

"Heavy Maintenance Event" has the meaning specified in Exhibit P (*Maintenance Redelivery Payments*).

"I.A.T.A." means the International Air Transport Association, or any Person or Governmental Authority succeeding to the functions thereof.

"Identification Plates" has the meaning specified in Clause 10.2.1.

"Illegality Event" has the meaning specified in Clause 22.9.

"Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the applicable accounting principles, be treated as an operating or a finance or a capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (i) any amount raised by the issue of redeemable shares;
- (j) any amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into that agreement is to raise finance; and
- (k) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

"Insurances" means the insurances complying with the requirements of Exhibit I (*Insurance requirements*).

"ITT" means the engine inter turbine temperature.

"Landing Gear" means the two (2) main and the one (1) nose landing gear installed on the Airframe on the Delivery Date (or any permanent replacement landing gear in accordance with this Lease), in each case, together with any and all Parts which are from time to time incorporated in or attached to any such landing gear and any and all Parts removed therefrom so long as title thereto remains vested in Owner in accordance with this Lease.

"Landing Gear Overhaul" means an overhaul of a Landing Gear assembly in accordance with the Landing Gear Manufacturer's repair manual that restores such Landing Gear to a "zero time since overhaul" condition in accordance with the Landing Gear Manufacturer's repair manual and is

performed in accordance with the Landing Gear Manufacturer's overhaul specifications and operating criteria (excluding any rotatable components such as wheels, tires, brakes and consumable items).

"Law" means and includes (1) any statute, decree, constitution, regulation, rule, order, judgment, AD or other directive of any Governmental Authority; (2) any treaty, pact, compact or other agreement to which any Governmental Authority is a party; (3) any judicial or administrative interpretation or application of any Law described in (1) or (2) above; and (3) any amendment or revision of any Law described in (1), (2) or (3) above.

"Lease Term" means the period between the Effective Date and the Expiration Date (each such date inclusive).

"Lease Transfer" has the meaning specified in Clause 25.2.2.

"Legal Opinion" means a legal opinion to be delivered by [REDACTED], in form and substance satisfactory to Lessor.

"Lender" means the Person referenced in EXHIBIT B (*Lease Specific Terms*).

"Lessee Conditions Precedent" has the meaning specified in Clause 2.1.2.

"Lessee Process Agent" has the meaning specified in EXHIBIT B (*Lease Specific Terms*).

"Lessee State of Organisation" means the state in which Lessee is incorporated as specified in EXHIBIT B (*Lease Specific Terms*).

"Lessor Assignee" has the meaning specified in Clause 25.2.2.

"Lessor Conditions Precedent" has the meaning specified in Clause 2.1.1.

"Lessor Indemnitees" has the meaning specified in EXHIBIT B (*Lease Specific Terms*).

"Lessor Lien" means:

- (a) any Lien in respect of the Aircraft, any Aircraft Item or this Lease created by or through Lessor, Owner or any Lender or any previous owner or lessor of the Aircraft (other than Lessee) relating to the financing of the Aircraft;
- (b) any Lien in respect of the Aircraft which results from acts of or claims against Lessor, Owner or any Lender or any previous owner, lessor or lessee of the Aircraft (other than Lessee) not related to the transactions contemplated by or permitted under this Lease;
- (c) any Lien in respect of the Aircraft for Lessor Taxes; and
- (d) any Lien resulting from a breach by Lessor of its express obligations under this Lease or the other Transaction Documents, which is not a result of a breach by Lessee of its express obligations under this Lease or the other Transaction Documents.

"Lessor Maintenance Payments" has the meaning specified in the Omnibus Amendment Agreement.

"Lessor Process Agent" has the meaning specified in EXHIBIT B (*Lease Specific Terms*).

"Lessor Replacement Engine" means a Substitute Engine provided by Lessor as a Lessor Replacement Engine pursuant to the Omnibus Amendment Agreement.

“Lessor State of Organisation” means the state in which Lessor is incorporated as specified in EXHIBIT B (*Lease Specific Terms*).

“Lessor Taxes” has the meaning specified in Clause 8.1.

“Lien” means any encumbrance or security interest whatsoever, however and wherever created or arising including any right of ownership, security, mortgage, pledge, lien, charge, attachment, encumbrance, lease, exercise of rights, claim or right of possession or detention, statutory or other right in rem, hypothecation, title transfer or retention, set-off or any other agreement or arrangement having the effect of conferring security.

“Life Limited Part” or **“LLP”** means any Part which (as defined by the Manufacturer and/or the State of Design Authority) requires replacement on a mandatory basis prior to, or at the expiration of, a certified life limit, whether expressed in terms of FH, FC or calendar time.

“Loose Equipment” means those Aircraft Items that are installed, but not permanently mounted, in the cockpit and passenger cabin of the Airframe as delivered to Lessee under the Original Lease and detailed in the Certificate of Acceptance.

“Loss” means any loss, cost, expense, fee (including the fees of professional advisers and their out-of-pocket expenses), claim, damages, liability, judgment, action, proceeding, penalty, fine or sanction and **“Losses”** shall be construed accordingly.

“Loss Payee” has the meaning specified in EXHIBIT B (*Lease Specific Terms*).

“Maintenance Condition” means the condition of the Aircraft as per July 1, 2020 as further described in Exhibit J (*Maintenance Condition*) hereto.

“Maintenance Planning Document” or **“MPD”** means Embraer’s maintenance planning data document, as revised from time to time to include all revisions up to and including the then most current revision issued by the Manufacturer.

“Maintenance Redelivery Payment” has the meaning specified in Exhibit P (*Maintenance Redelivery Payments*).

“Mandatory Order” means any applicable mandatory or time limited modification to the Aircraft, any Engine or any Aircraft Item issued by the Manufacturer, the State of Design Authority, the Compliance Authority or the Aviation Authority to maintain the airworthiness or utility of the Aircraft, Engine(s) or such Aircraft Item.

“Manufacturer” means, in the case of the Airframe, Embraer, in the case of the Engines, the Engine Manufacturer and in the case of any Aircraft Item, the respective manufacturers or the type certificate holders thereof.

“Manufacturer Warranties” means any Manufacturer or vendor or supplier warranties, guarantees (including performance guarantees, Airframe and Engine shop visit warranties or), customer support (by Manufacturers and vendors) and/or service life policy in respect of the Aircraft.

“Monthly Report” means the monthly report to be delivered by Lessee to Lessor in the form of EXHIBIT L (*Form of Monthly Report*).

“Mortgage” means the (first priority) mortgage in respect of the Aircraft between Owner, as mortgagor, and Lender, as mortgagee.

"MRBR" means Embraer's Maintenance Review Board Reports as updated and modified from time to time regarding the initial minimum scheduled maintenance/inspection requirements to be used in the development of an approved continuous airworthiness maintenance program for the Airframe, Engine (on-wing engines only), systems and Parts as approved by the State of Design Authority.

"NAC" means Nordic Aviation Capital Designated Activity Company, a company duly incorporated under the Laws of Ireland under company no. 567526.

"Non-Incident/Non-Accident Statement" means a statement produced on Lessor's, the previous operator's or Lessee's letterhead (as applicable) confirming that the Airframe, the Engines, the Propellers and/or the Landing Gear have not been involved in any abnormal operational or maintenance events that have resulted in "incident" damage or "accident" damage, as such "incident" and "accident" terms are defined by I.A.C.O., with the statement being executed (i) at Delivery by Lessor's or the previous operator's appropriately qualified quality assurance manager, and (ii) at Redelivery by Lessee's appropriately qualified quality assurance manager or, if an "incident" and/or "accident" has occurred, describing in writing such "incident" and/or "accident" in detail.

"Notice and Acknowledgment" means a notice executed by Lessor and a related acknowledgment executed by Lessee, each in connection with a Security Assignment, addressed to Lender (or a security trustee on behalf of Lender) and in form and substance satisfactory to Lessor and Lessee.

"OEM" means the Original Equipment Manufacturer.

"Omnibus Amendment Agreement" has the meaning set forth in the recitals of this Lease.

"Original Lease" has the meaning set forth in the recitals of this Lease.

"Owner" has the meaning specified in EXHIBIT B (*Lease Specific Terms*).

"Owner Assignee" has the meaning specified in Clause 25.3.

"Ownership Transfer" has the meaning specified in Clause 25.3.

"Parts" means any and all appliances, components, parts, instruments, appurtenances, accessories, furnishings, seats, and other equipment and additions of whatever nature (including any replacement thereof pursuant to this Lease) other than (1) the Engines, (2) the Landing Gear, (3) the APU and (4) temporary replacement parts installed pursuant to this Lease, which may from time to time be incorporated or installed in or attached to the Airframe or any Engine or which have been removed therefrom, but title to which remains vested in Owner or Lessor, as the case may be, in accordance with the terms hereof.

"Past Due Interest" means any interest paid or payable pursuant to Clause 7.4.

"Past Due Interest Rate" means interest at the rate of [REDACTED]% ([REDACTED] percent) per annum.

"Permitted Lien" means:

- (a) the respective rights of Lessor, Owner, Lender and Lessee as provided for herein;
- (b) any Lessor Lien;
- (c) any lien for Taxes or Flight Charges not assessed or, if assessed, not yet due and payable, or being contested in good faith by appropriate proceedings;

(d) any lien of a materialman, repairer, mechanic, carrier, hangar keeper, employee or other similar lien arising in the ordinary course of business (including those arising under maintenance agreements entered into in the ordinary course of business) or by operation of Law in respect of obligations which are not overdue or are contested in good faith by appropriate proceedings;

(e) any sublease permitted and approved under this Lease,

but only if (in relation to each of sub-paragraphs (c) and (d) above), (1) adequate reserves, by Lessor's determination, have been allocated for the payment of such Taxes, Flight Charges or obligations, and (2) any such proceedings or the continued existence of such lien do not involve, by Lessor's determination, any likelihood of the sale, forfeiture, disposal or loss of the Aircraft, any Engine or any Aircraft Item or any interest therein or of any criminal liability in respect of any Lessor Indemnitee.

"Permitted Sublessee" has the meaning set forth in EXHIBIT B (*Lease Specific Terms*).

"Person" means an individual, general partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, limited liability company or limited partnership, Governmental Authority or other entity of whatever nature.

"PMA Parts" means a non-type-certificated Part whose design and manufacture is from an entity other than the type certificate holder and which part has received parts manufacture approval ("**PMA**" or its equivalent name) from an aviation authority and which is not listed in the relevant aircraft and/or engine illustrated parts catalogue.

"Prohibited Payment" means:

- (a) any offer, gift, payment, promise to pay, commission, fee, loan or other consideration which would constitute bribery or an improper gift or payment under, or a breach of, any Law of any jurisdiction; or
- (b) any offer, gift, payment, promise to pay, commission, fee, loan or other consideration which would or might constitute bribery within the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17 December 1997, any European Union legislation or any successor of the foregoing.

"Redelivery" has the meaning specified in Clause 21.10.1.

"Redelivery Conditions" has the meaning specified in Clause 21.2.

"Redelivery Date" means the date on which Redelivery occurs.

"Redelivery Location" means the location specified in EXHIBIT B (*Lease Specific Terms*).

"Rent" means the amount specified in EXHIBIT B (*Lease Specific Terms*).

"Rent Due Date" has the meaning specified in Clause 6.2.1.

"Restricted Party" means at any time a person that is: (1) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (2) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (3) otherwise a target of Sanctions ("target of Sanctions" signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by Law from engaging in trade, business or other activities).

“Sanctions” means the sanctions laws, regulations, prohibition orders (or any similar orders or directives), embargoes or restrictive measures administered, enacted or enforced by: (1) any United States Governmental Authority; (2) the United Nations; (3) the European Union or any Governmental Authority of any member state of the European Union; (4) the United Kingdom; (5) any country having jurisdiction over Owner, Lessor or Lessee or the Aircraft; or (6) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (**“OFAC”**), the United States Department of State, the Bureau of Industry and Security of the United States Department of Commerce, the United Nations Security Council and Her Majesty’s Treasury (**“HMT”**); (7) the jurisdiction of incorporation of a Party; (8) any Governmental Authority of the country in which the Aircraft is situated at the time of determination (collectively the **“Sanctions Authorities”**) in each case to the extent relevant to the Aircraft, the Transaction Documents or matters arising from each.

“Sanctions List” means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated List of Financial Sanction Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

“Security Assignment” means a security assignment by Lessor of its rights under this Lease to Lender (or a security trustee on behalf of Lender), in form and substance satisfactory to Lessor.

“Security Trustee” means the entity specified in EXHIBIT B (*Lease Specific Terms*).

“Service Bulletin” means any modification to the Aircraft, any Engine or any Aircraft Item issued by the Manufacturer, to maintain the airworthiness, improve the reliability, improve operational capability, or utility of the Aircraft, Engine(s) or such other Aircraft Item.

“Servicer” means the entity specified in EXHIBIT B (*Lease Specific Terms*).

“State of Design Authority” means the certifying aviation authorities of the State of Design (as such expression is defined in the Annex 8 of the Convention on International Civil Aviation) of the Aircraft, which means Manufacturer, or such other agency or authority as shall succeed its functions.

“State of Registration” means the state in which the Aircraft is to be registered as specified in EXHIBIT B (*Lease Specific Terms*) or such other jurisdiction as Lessor may approve in writing in its sole discretion.

“Statement of Account Letter” means the statement of account letter substantially in the form of EXHIBIT K (*Statement of Account Letter*).

“Stub Life” shall mean the unused life remaining on an Engine LLP or APU LLP at its replacement.

“Substitute Engine” has the meaning specified in Clause 14.9.1.

“Tax Indemnitees” has the meaning specified in EXHIBIT B (*Lease Specific Terms*).

“Taxable Use” has the meaning specified in Clause 8.1.1.

“Taxes” means all license and registration fees and all taxes, customs, surcharges, fees, levies, imposts, duties, charges, compulsory social contributions, deductions or withholdings of any nature (including any import duty (whether deferred or not), value added, franchise, transfer, sales, gross receipts, use, business, excise, turnover, personal property, stamp or other tax) together with any assessments, penalties, fines, additions to tax or interest thereon, however, whenever or wherever imposed.

“Terminating Action” means the alteration or modification of the Aircraft in accordance with Service Bulletins, Manufacturer guidance or recommendation, ADs or Mandatory Orders required to eliminate repetitive inspections or a specific maintenance action.

“Total Loss” means an occurrence of any of the following events in relation to the Aircraft, any Engine or any Aircraft Item and **“Total Loss Date”** means the date defined after each relevant event:

- (a) the actual total loss or disappearance of the Aircraft, an Engine or an Aircraft Item - the date on which the loss occurs or, if such date is unknown, the date on which the Aircraft, the Engine or the Aircraft Item was last heard of;
- (b) the constructive total loss (i.e. where such property is being destroyed, damaged beyond economic repair or permanently rendered unfit for normal use for any reason whatsoever which may result in an insurance settlement on the basis of a total loss) - the earlier of (1) [REDACTED] days after the date on which notice claiming such total loss is given to the relevant insurers, and (2) the date on which such loss is admitted or compromised by the insurers;
- (c) condemnation, confiscation by any Governmental Authority or the requisition of title, other compulsory acquisition, capture or confiscation for any reason by any Governmental Authority - the date on which the same takes effect;
- (d) the theft, hijacking or seizure the Aircraft, any Engine or any Aircraft Item - the date occurring [REDACTED] days after such theft, hijacking or seizure; or
- (e) its requisition for use or hire, confiscation, seizure (other than any seizure resulting from a breach by Lessor of its covenant of quiet enjoyment set forth in Clause 12.7), detention, hijacking, theft or disappearance which deprives any Person permitted to have possession and/or use of the Aircraft for (i) a period of more than [REDACTED] consecutive days or, (ii) in the case of requisition for use or hire by a Governmental Authority or the State of Registration, [REDACTED] consecutive days beyond the Expiration Date - the earlier of (1) the last day of the period referred to in (i) or (ii), and (2) the date of receipt of insurance or requisition proceeds with respect thereto.

A Total Loss with respect to the Aircraft shall be deemed to have occurred if a Total Loss occurs with respect to the Airframe. A Total Loss with respect to one or more Engines without loss of the Airframe shall not be deemed a Total Loss with respect to the Aircraft.

“Total Loss Proceeds” means all monies payable by the insurer(s) under the hull, spares all risk and hull war and spares war insurance due to a Total Loss.

“Transaction Documents” means this Lease, the Companion Leases, the “Transaction Documents” as that term is defined under each of the Companion Leases, the Omnibus Amendment Agreement, the Assignment of Insurances, the Assignment of Reinsurances, the Security Assignment, the Notice and Acknowledgment, the Statement of Account Letter, any amendments to this Lease, the Deregistration Power of Attorney, the Certificate of Acceptance, any amendments to any of the foregoing documents and any other documents and agreements required under this Lease (to which Lessee is a party), together with any schedules, documents, notices or certificates pursuant thereto.

“VAT” has the meaning specified in Clause 8.4.

“72 Month Check” means a structural maintenance check consisting of Airframe CPCP tasks under the Approved Maintenance Program presently performed every seventy-two (72) months or as amended by the MRBR from time to time.

“96 Month Check” means a structural maintenance check consisting of Airframe CPCP tasks under the Approved Maintenance Program presently performed every ninety-six (96) months or as amended by the MRBR from time to time.

“120 Month Check” means a structural maintenance check consisting of Airframe CPCP tasks under the Approved Maintenance Program presently performed every one hundred twenty (120) months or as amended by the MRBR from time to time.

1. INTERPRETATION

In this Lease, unless a contrary indication appears:

- (a) references to **Clauses** and **Exhibits** are to be construed as references to the Clauses of, and Exhibits to, this Lease and references to this Lease include its Exhibits;
- (b) Clause and Exhibit headings are for ease of reference only;
- (c) a reference to an **“amendment”** includes a supplement, novation, restatement or re-enactment and **“amended”** will be construed accordingly;
- (d) words importing the plural shall include the singular and vice versa, and words importing a gender include every gender;
- (e) this Lease or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or substituted from time to time;
- (f) references to any Party shall be construed so as to include the successors, permitted assignees and permitted transferees of the relevant Party;
- (g) references to **any provision of Law** is a reference to such provision as applied, amended, extended or re-enacted and includes any subordinate legislation;
- (h) a **regulation** includes any regulation, rule, official directive, request or mandatory guideline (whether or not having the force of Law, but compliance with which is customary) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (i) any statutory or other legislative provision (including any FAA/EASA regulations) shall be construed as including any statutory or legislative modification or re-enactment thereof, or any provision enacted in substitution therefor;
- (j) a reference to an **“approval”** shall be construed as a reference to any approval, consent, authorisation, exemption, permit, licence, registration, filing or enrolment by or with any competent authority;
- (k) **assets** of any person shall be construed as a reference to the whole or any part of its business, undertaking, property, assets and revenues (including any right to receive revenues);
- (l) **consent of Lessor** shall be construed to mean the prior written consent of Lessor which unless otherwise expressly stated may be given or withheld at Lessor’s absolute discretion and if Lessor is required to not unreasonably withhold its consent, it shall not be deemed acting unreasonably if it acts in accordance with the provisions of Finance Documents;

- (m) **control**, in relation to a body corporate, means the power of a person to secure by means of the holding of shares or the possession of voting power directly or indirectly in or in relation to that or any other body corporate, or by virtue of any powers conferred by contract, the articles of association or other document directly or indirectly regulating that or any other body corporate, or otherwise (i) exercise the voting power in respect of the majority voting stock in the first mentioned body corporate or (ii) procure the election of the majority of the board of directors of the first mentioned body corporate and cognate expressions shall be construed accordingly;
- (n) **hereof, herein and hereunder** and other words of similar import mean this Lease as a whole and not any particular part hereof;
- (o) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (p) Lessee, Lessor, Owner, Owner Assignee, Lender, or any other Person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (q) **serviceable** shall be construed to mean, in relation to the Aircraft, the Airframe, any Engine or any Aircraft Item or any other system incorporated or installed in or attached to the Aircraft (or any part thereof), that it operates in full compliance with the aircraft maintenance manual specifications and limitations, disallowing consideration for any minimum equipment list or other form of dispensation and, in the case of an individual Part, that it is fit for its intended use and purpose and complies with the relevant manufacturer's specifications and tolerances;
- (r) a **time of day** is a reference to Greenwich Mean Time;
- (s) a **calendar month** means a month in the Gregorian calendar;
- (t) a **default** (other than an Event of Default) is continuing if it has not been remedied or waived and an Event of Default is continuing if it has not been waived; and
- (u) a reference to "**including**" shall be construed as a reference to "**including without limitation**", so that any list of items or matters appearing after the word "**including**" shall be deemed not to be an exhaustive list but shall be deemed rather to be a representative list of those items or matters forming a part of the category described prior to the word "**including**".

EXHIBIT B
LEASE SPECIFIC TERMS

AD Cost Contribution

If Lessee complies on a terminating action basis (or to the highest level of compliance available) with an Airworthiness Directive by Terminating Action applicable to the Aircraft and the cost of performing such Airworthiness Directive by Terminating Action on the Aircraft exceeds US\$[REDACTED], Lessor shall, promptly following presentation to Lessor by Lessee of an invoice or other documentation evidencing the installation and cost of complying with such Airworthiness Directive by Terminating Action, and so long as no Event of Default has occurred and is continuing, reimburse Lessee for a portion of such cost. Such Lessor reimbursement shall be calculated as follows:

$$A = ((T - R) \div T) \times (C - \$[REDACTED])$$

where:

A = the amount payable by Lessor;

T = the Lease Term;

R = the number of months or partial months (in decimals) between the time of completion of incorporation of such airworthiness directive on the Aircraft and the end of the Lease Term, including any Operational Extension and/or Extension Options exercised by Lessee;

C = means the cost of completing such AD compliance at labour charge rates paid by Lessee or, if completed by Lessee or any Affiliate of Lessee, at Lessee's or its Affiliate's internal costs (excluding profit factors), plus actual costs of materials, SB kits and documentation and excluding handling charges, subtracting any subsidy, warranty payment or other benefit provided to Lessee directly relating to such AD and excluding any loss or expenses incurred because of inability to operate the Aircraft.

AD Compliance Period

a period of [REDACTED] days following the Expiration Date, as applicable.

Additional Insured

the Contract Parties and, in addition, in respect of the legal liability insurances, the Lessor Indemnitees and such other Persons as reasonably requested by Lessor.

Agreed Value

[US\$_____] ¹² ([_____] United States Dollars) at Effective Date ("Initial Agreed Value").

Subject to the following paragraph, the Initial Agreed Value shall be [REDACTED].

¹² To be updated for each individual lease agreement.

	The Agreed Value on any anniversary of the Effective Date [REDACTED]
Applicable Aircraft Pool	Aircraft Pool [] ¹³ as set forth in the Omnibus Amendment Agreement.
Combined Single Limit	US\$ [REDACTED] ([REDACTED] Million United States Dollars).
Compliance Authority	FAA
Contract Parties ¹⁴	<p>(1) Owner and Lessor: []</p> <p>(2) Loss Payee: []</p> <p>(3) Senior Lender: []</p> <p>(4) Agent: []</p> <p>(5) N.B.S.A. Limited (Senior Lender)</p> <p>(6) Silver Point Luxembourg Platform S.A.R.L.</p>
Deductible	The lower of (i) US\$ [REDACTED] ([REDACTED] Dollars), and (ii) the deductible applied by Lessee to aircraft in its fleet of the same type as the Aircraft.
Default Threshold Amount	US\$ [REDACTED] ([REDACTED] Dollars).
Damage Notification Threshold	US\$ [REDACTED] ([REDACTED] Dollars).
Expiration Date	<p>[]¹⁵; provided that, Lessee may, in its sole discretion and with no less than 270 days' prior written notice:</p> <p>(1) extend the Expiration Date by up to six (6) months for operational reasons (the "Operational Extension"); provided further that, the Operational Extension shall include the same terms and economics included herein except the Rent which shall, if not already adjusted as per the terms set out herein, be the Fixed Rent for the period of the Operational Extension; and</p> <p>(2) extend the Expiration Date for up to two (2) successive extension terms (each, an "Extension Term"), with each Extension Term having a term of one (1) to three (3) years as selected by Lessee; provided further that, all terms and conditions of this Lease shall continue to apply during such Extension Term except for Rent which shall be equal to the prevailing Fair Market Rental Value at the time of such election as determined pursuant to the below mechanism</p>

¹³ To be updated for each individual lease agreement.

¹⁴ To be updated for each individual lease agreement.

¹⁵ To be updated for each individual lease agreement.

upon receipt of Lessee's notice of intent to exercise each extension option.

Fair Market Rental Value

The rental value which would be obtained in an arm's-length transaction between an informed and willing lessee-user (other than a lessee currently in possession or a used equipment or scrap dealer), respectively, under no compulsion to lease or buy, as the case may be, and an informed and willing lessor under no compulsion to lease, as the same shall be specified by agreement between Lessor and Lessee or, if not agreed to by Lessor and Lessee within a period of 30 days after Lessee's notice of intent to exercise an extension option, then as specified in an appraisal delivered to Lessor and Lessee mutually prepared by two recognized independent aircraft appraisers, one of which shall be appointed by Lessor and the other of which shall be appointed by Lessee (each shall be an internationally recognized aircraft appraiser from the list of appraisers included below, which list may be updated from time to time by an agreement in writing between Lessor and Lessee if any of the appraisers cease to exist), or, if such appraisers cannot agree on such appraisal within 20 days after appointment of the second appraiser, each shall render its own appraisal and shall by mutual consent appoint a third independent recognized aircraft appraiser from the list of appraisers below within five days after the end of such 20-day period. If the two appraisers fail to appoint a third independent recognized aircraft appraiser within such five-day period, then either party, on behalf of both may apply to the American Arbitration Association (or any successor organization thereto) in New York City for the appointment of such third appraiser. The appraisal shall be completed within 30 days of the appointment of such third appraiser. As soon as the last appraiser appointed has delivered his appraisal that appraisal shall be compared with the appraisals given by the other two appraisers. If the determination of one appraiser is more disparate from the average of all three determinations than each of the other two determinations, then the determination of such appraiser shall be excluded, the remaining two determinations shall be averaged and such average shall be final and binding upon the parties hereto; otherwise the average of all three determinations shall be final and binding upon the parties hereto. In determining Fair Market Rental Value by appraisal or otherwise, it will be assumed that the Aircraft is in the condition, location and overhaul status in which it is required to be returned to Lessor pursuant to Section [] of the Lease. Except as otherwise expressly provided in the Lease, all appraisal costs will be shared equally by Lessor and Lessee.

Approved Appraisers:

Cirium, MBA Aviation, and IBA

Habitual Base

A location in Mexico or [REDACTED].

Lender

[]¹⁶, and any other Person / any Person from time to time notified by Lessor to Lessee, from or by whom financing or refinancing for the acquisition or continued ownership of the

¹⁶ To be updated for each individual lease agreement.

Aircraft or part thereof by any of Owner, Lessor or any new owner, has been, is to be, or is for the time being, obtained or provided and/or in whose favor or for whose benefit security over the Aircraft or part thereof has been, is to be, or is for the time being, granted by any of Lessor, Owner or any new owner.

Lessee Address for Notices

Aerovías de México, S.A. de C.V.
Paseo de la Reforma, No. 243, Piso 25
Colonia Cuauhtémoc
Alcaldía Cuauhtémoc
Mexico City, 06500
Mexico

Attention: Legal Department and Fleet Department
Facsimile: 52-55-9132-5079
Email: malvarez@aeromexico.com;
amnotificacionesjuridico@aeromexico.com

Lessee Process Agent

Cogency Global Inc.
122 East 42nd Street, 18th Floor, New York, NY 10168

Lessee State of Organisation

United Mexican States.

Lessor Address for Notices

[]¹⁷
Attention: Director
E-mail: nac@nac.dk

With a copy to:

Nordic Aviation Capital Designated Activity Company
Gardens International
Henry Street
Limerick
Ireland
Attn.: CEO
Tel: +45 76 51 12 00
Email: nac@nac.dk

Lessor Indemnitees

Lessor, Owner, Lender, Servicer, NAC, []¹⁸, and their respective and any subsequent respective successors and assigns and permitted transferees, Affiliates, subsidiaries, and their respective officers, contractors, partners, directors, shareholders, employees, servants and agents, and such other Persons as reasonably requested by Lessor.

Tax Indemnitees

Lessor, Owner, and their respective and any subsequent respective successors and assigns and permitted transferees, Affiliates, subsidiaries, and their respective officers, contractors, partners, directors, shareholders, employees, servants and agents.

¹⁷ To be updated for each individual lease agreement.

¹⁸ To be confirmed.

Lessor Process Agent [NCR Cogency Global Inc.
10 East 40th Street
10th Floor
New York, NY 10016
Telephone: +1 (212) 947 7200 and +1 (800) 221 0102
Fax: +1 (800) 944 6607]¹⁹

Lessor State of Organisation [_____] ²⁰

Loss Payee [_____] ²¹ (or such other Person as Lessor may nominate from time to time).

Owner Lessor, or such other Person as Lessor may nominate from time to time.

Per Diem Amount [_____]

Permitted Sublessee [REDACTED]

Redelivery Location A maintenance or storage facility in Mexico designated by Lessor, or such other location as Lessor and Lessee may agree on in writing.

Rent (1) For the period from and including the Effective Date up to and including the earlier of (i) [REDACTED] and (ii) [REDACTED] (the “**PBH Period**”) as set forth below,

[REDACTED]

Lessee shall pay to Lessor in arrears Rent on a power-by-the-hour basis (the “**PBH Rent**”) for the leasing of the Aircraft at the following hourly rates:

Airframe: [US\$_____] ²²

Engine 1: [US\$_____] ²³

Engine 2: [US\$_____] ²⁴

The calculation of the fleetwide average utilization excludes aircraft downtime (for any reason) and only includes FH in which an aircraft of the same aircraft type is in operation. PBH Rent will be based on the individual utilization of the Airframe and each Engine (each a

¹⁹ Other Lessor Indemnitees to be updated for each individual lease agreement.

²⁰ To be updated for each individual lease agreement.

²¹ To be updated for each individual lease agreement.

²² To be updated for each individual lease agreement.

²³ To be updated for each individual lease agreement.

²⁴ To be updated for each individual lease agreement.

“**PBH Component**”) comprising the relevant Aircraft and will be calculated in accordance with the following formula:

[REDACTED]

where:

[REDACTED][REDACTED][REDACTED]

For each calendar month (or part thereof) during the PBH Period, Lessee will provide a utilization report to the Lessor by the [REDACTED] day of the immediately succeeding [REDACTED] day of such calendar month [REDACTED] business days after [REDACTED].

Notwithstanding the foregoing, in the event any Engine has been removed to undergo a repair, maintenance or for other such reason as determined by Lessee, Lessee will resume PBH Rent on such Engine within 30 days of such Engine being made available to Lessee to enter into operations. In the event that such Engine is not in operation after 30 days of being made available to Lessee for operation, Lessee will make a PBH Rent payment for such Engine as described above, except the amount of PBH Rent will be based on the number of FH flown by the airframe associated with that Engine. From and after the time when such Engine is placed on wing and resumes operations, the PBH Rent for such Engine will be based on the actual utilization of such Engine.

(2) For the period following the final day of the PBH Period throughout the remainder of the Lease Term, Lessee shall pay to Lessor, in advance, on the first day of each month, an amount of US\$ [US\$_____] ²⁵ ([_____] Dollars) per month (the “**Fixed Rent**”) as Rent for the leasing of the Aircraft.

If the Expiration Date is a day which is not the last day of the month, for the last Rent payment Lessee shall pay an amount equal to the product of: (1) the [Per Diem Amount] multiplied by (2) the number of days from and including the first day of the month in which the Expiration Date occurs up to and including the Expiration Date.

Servicer

NAC, Nordic Aviation Capital A/S, Nordic Aviation Services Limited, or any other Affiliate of Lessor notified by Lessor to Lessee in writing.

State of Registration

United Mexican States.

²⁵ To be updated for each individual lease agreement.

EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D
INTENTIONALLY OMITTED

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
CONDITIONS PRECEDENT

All documents to be delivered by Lessee to Lessor pursuant to sections A. and C. of this Exhibit F will (unless otherwise stated) be provided at Lessee's cost and will be provided in the original language. If required for registration purposes in State of Registration, the document will, at Lessee's cost, be provided in the relevant language or with a translation (by a certified translator) to the relevant language and, if required, be notarized and apostilled.

A. Lessor Conditions Precedent

PART 1

Lessor's obligation to lease the Aircraft to Lessee pursuant to this Lease shall be subject to the satisfaction of the following conditions precedent on or prior to the Effective Date, and, in the case of documentary conditions precedent, in form and substance satisfactory to Lessor:

- (a) Other than in respect of any Event of Default as it relates to (i) the period of time before the Bankruptcy Cases or (ii) the filing or continuance of the Bankruptcy Cases, no Event of Default (howsoever defined) has occurred and is continuing under this Lease, the Original Lease or the other Transaction Documents;
- (b) Lessor shall have received formal and written approval of this Lease, each of the Companion Leases and the Omnibus Amendment Agreement from the United States Bankruptcy Court for the Southern District of New York;
- (c) Lessor shall have received a certificate of a director of Lessee certifying that each of the following documents (being attached to such certificate) is true and correct:
 - 1. the constitutional documents of Lessee;
 - 2. the resolutions of the board of directors of Lessee or other written evidence of appropriate corporate action authorising the execution, delivery and performance of this Lease and the leasing of the Aircraft and appointing a specified Person or Persons to execute this Lease on its behalf;
 - 3. all other documents related thereto, together with an incumbency certificate or a power of attorney executed by a duly authorised officer of Lessee as to the Person or Persons authorised to execute and deliver such documents on behalf of Lessee;
- (d) Lessor shall have received a letter from Lessee Process Agent evidencing compliance with Clause 28.3.2;
- (e) Lessor shall have received a copy of the executed Legal Opinion;
- (f) Lessor shall have received each Transaction Document to which Lessee or Lessee's Affiliates are a party, duly executed and delivered by Lessee or Lessee's Affiliates, as applicable;
- (g) Lessor shall have received a letter of undertaking together with certificates of insurance/reinsurance signed by such insurance broker and/or reinsurance broker which evidences the insurance required under this Lease (and a first draft for Lessor's approval of the same shall have been provided to Lessor for review not less than [REDACTED] days prior to the Effective Date);

- (h) the amended and restated lease agreement(s) in respect of the Companion Aircraft shall have been duly executed by Lessee and Lessor;
- (i) Lessee shall have consented to the registration on the international registry of the Cape Town Convention of an international interest with respect to the Aircraft created by this Lease, and Lessor shall have received satisfactory priority search results evidencing such registrations;
- (j) Lessor shall have received evidence that all filings, registrations, recordings have been made and other actions have been taken by Lessee which are necessary or desirable to ensure the validity and enforceability of this Lease, the other Transaction Documents and/or any other document relating to the transactions contemplated herein and to protect the rights, title and interests of Lessor, Owner and Lender in and to the Aircraft;
- (k) Lessor shall have received from Lessee such other certificates and documents relating to the transactions contemplated by or related to this Lease and the other Transaction Documents, as may be reasonably requested by Lessor; and
- (l) Lessor shall have received a duly executed guaranty from Aerovias de Mexico in the form of Exhibit Q.²⁶

PART 2

Lessor's obligation to deliver and lease the Aircraft to Lessee shall be subject to Lessor's satisfaction of the following conditions precedent on or prior to the Effective Date:

- (a) the representation and warranties given by Lessee as set out in Clause 23.1 shall be true and correct as at the Effective Date.

B. Lessee Conditions Precedent

Lessee's obligation to lease the Aircraft from Lessor shall be subject to the satisfaction of the following conditions precedent on or before the Effective Date:

- (a) Owner shall have title to the Aircraft and Lessor has full authority to lease the Aircraft to Lessee;
- (b) Lessee shall have received a certificate of a director of Lessor certifying that each of the following documents (being attached to such certificate) is true and correct:
 - 1. the constitutional documents of Lessor;
 - 2. a copy of a resolution of Lessor's board of directors, duly authorizing or ratifying the lease of the Aircraft and the execution, delivery and performance of this Lease, together with a copy of the power of attorney as to the person(s) authorised to execute and deliver said certification and said documents on behalf of Lessor;
 - 3. all other documents related thereto, together with an incumbency certificate or a power of attorney executed by a duly authorised officer of Lessee as to the Person or Persons authorised to execute and deliver such documents on behalf of Lessee.

²⁶ To be included for each Aerolitoral, S.A. de C.V. individual lease agreement in a form previously agreed upon in Aerolitoral / NAC leases.

- (c) Lessee shall have received each Transaction Document to which Lessor is a party, duly executed and delivered by Lessor;
- (d) Lessee shall have received a certificate of a director of Lessor certifying that Lessor is not insolvent and no insolvency, reorganisation, restructuring, winding up or similar procedure has been applied for or initiated in respect of Lessor;
- (e) the representations and warranties given by Lessor as set out in Clause 23.4 shall be true and correct in all material respects as at the Effective Date; and
- (f) Lessee shall have received a letter from Lessor Process Agent evidencing compliance with Clause 28.3.1.

C. Lessor Conditions Subsequent

Lessor's obligation to continue leasing the Aircraft to Lessee shall be subject to Lessee's satisfaction of the following conditions subsequent on or after the Effective Date (in the time required by such condition), and, in the case of documentary conditions subsequent, in form and substance satisfactory to Lessor (all documents delivered to Lessor pursuant to this paragraph will be at Lessee's cost):

- (a) no later than [REDACTED] days after the Effective Date, Lessee shall provide Lessor with the original copies of the respective Lessor Conditions Precedent documents; and
- (b) as soon as available but no later than the later of (i) [REDACTED] days after the Effective Date and (ii) receipt by Lessee of necessary documents from Lessor (including, if required, a ratified and apostilled copy of this Lease), Lessee shall provide Lessor with evidence of the filing of this Lease in the State of Registration;
- (c) within [REDACTED] Business Days of delivery of the updated permanent certificate of registration in accordance with sub-clause (d) below, a copy of the official letter(s) granting registration issued by the Aviation Authority with respect of the Aircraft and approving the recordation of this Lease;
- (d) deliver to Lessor not later than [REDACTED] days after the Effective Date (or such longer period as may be required giving consideration to any delays or closures arising from COVID-19), a copy of an updated permanent certificate of registration (*Certificado de Matrícula Definitivo*) in the name of Lessee as lessee and also noting the interests of the Lessor as owner.

EXHIBIT G
INTENTIONALLY OMITTED

EXHIBIT H
INTENTIONALLY OMITTED

EXHIBIT I
INSURANCE REQUIREMENTS

The required Insurances and the obligations of Lessee in respect of the Insurances are as follows:

A. General Provisions

(1) Brokers and Insurers

The Insurances must be signed through such brokers and with such insurers (in London or New York or other leading insurance markets) as may be approved by Lessor, if needed by way of acceptable re-insurance or retrocession.

(2) Deductibles

If there is a material adverse change in the financial condition of Lessee which Lessor reasonably believes will cause Lessee to be unable to pay the deductible on the occurrence of a partial loss of the Aircraft, an Engine or any Aircraft Item, then Lessor may require Lessee at Lessee's expense to lower its deductibles on the insurance maintained to a level which is available on commercially reasonable terms in the insurance market.

(3) Other Insurance

Lessor may from time to time require Lessee, at Lessee's expense, to effect such other insurance or such variations to the terms of the existing insurance, including required limits, as may then be customary in the airline industry applicable to the Aircraft and at the time commonly available in the insurance market.

(4) Information Obligation

- (a) On request from Lessor and/or Lender, Lessee shall provide Lessor with any information reasonably requested by Lessor (including insurance certificates) from time to time concerning the insurance maintained with respect to the Aircraft or in connection with any claim being made or proposed to be made thereunder.
- (b) Lessee herewith authorises Lessor and/or Lender to contact Lessee's insurance broker directly and acquire any information regarding the insurances to ascertain Lessee's compliance with the Insurances. Without Lessee's prior approval, Lessor may not discuss any insurance item with Lessee's insurance broker that is not directly connected with the Insurances.
- (c) Lessee shall, and shall procure that its insurance/reinsurance brokers, by way of a letter of undertaking or in a form otherwise acceptable to Lessor, promptly advise Lessor in writing of any default in the payment of any premium and of any other act or omission on the part of Lessee which might invalidate or render unenforceable, in whole or in part, any insurance on the Aircraft.

(5) Failure to Insure

If at any time Lessee fails to maintain the Insurances, Lessor may (without prejudice to any other rights which it may have under this Lease by reason of such failure) (1) pay any premiums due or to effect or maintain insurance satisfactory to Lessor or otherwise remedy such failure in such manner as Lessor considers appropriate (and Lessee shall on demand reimburse Lessor in full for any amount so expended by Lessor in doing so); or

(2) at any time while such failure is continuing, require the Aircraft to remain at any airport or (as the case may be), proceed to and remain at any airport designated by Lessor, until such failure is remedied to Lessor's satisfaction.

(6) Amendments to Policies

If Lessor, Owner or Lender sell or otherwise dispose of any interest in the Aircraft or assign all or any of its rights under this Lease (to the extent permitted under this Lease) or otherwise dispose of any interest in the Aircraft to any other Person, Lessee shall procure that (1) such Person is added as loss payee and/or Additional Insured in the policies effected and enjoy the same rights and insurance enjoyed by Lessor, Owner or Lender under such policies, and (2) the selling/assigning lessor, owner or lender remain an Additional Insured under the third party liability provisions of such policies for a period of two (2) years from disposal of their interest in the Aircraft or the assignment of its rights under this Lease.

(7) Assignment of Insurances

If required by Lessor, Lessee shall enter into (1) an Assignment of Insurances with Lessor or the Lender and send a notice to the insurance broker of such assignment, and (2) an Assignment of Reinsurances with insurers (as applicable) and procure that insurance broker send a notice to the re-insurance broker of such assignment.

B. Types of Insurance

- (1) Hull All Risks** of loss or damage whilst flying and on the ground with respect to the Aircraft on an "agreed value basis" for the Agreed Value and with a deductible not exceeding the Deductible amount, and Aircraft Documents insurance to cover restoration of lost or damaged Aircraft Documents;
- (2) Hull War and allied Perils**, (LSW555D or similar) covering such risks excluded from the Hull All Risks Policy to the fullest extent available (including confiscation and requisition by the government of the State of Registration) for the Agreed Value, and Aircraft Documents insurance to cover restoration of lost or damaged Aircraft Documents;
- (3) Comprehensive Aviation Liability Insurance**, including:
 - aircraft third party liability insurance;
 - passenger liability insurance;
 - personal injury liability;
 - baggage, cargo and mail liability insurance; and
 - product liability insurance;for a combined single limit (bodily injury/property damage) any one occurrence of an amount not less than the Combined Single Limit, but in the annual aggregate in respect of product liability insurance.
- (4) Liability War Insurance**, extended coverage endorsement (Aviation Liabilities) (AVN52E or its equivalent) covering the risks listed in (3) above for an amount not less than the Combined Single Limit, any one occurrence and in the annual aggregate.

- (5) **Engine and Parts all risks** (including war and allied perils risks) property insurance on all Engines and any Aircraft Item when not installed on the Aircraft including transit on a replacement value basis and including engine test and running risks.
- (6) **Leased Engine Endorsement.** If Lessee installs a third party engine on the Aircraft, either (a) Lessee's hull insurance on the Aircraft must automatically increase to such higher amount as is necessary in order to satisfy both Loss Payee's requirement to receive the Agreed Value in the event of a Total Loss and the amount required by the third party engine owner or (b) separate additional insurance on such engine must attach in order to satisfy separately the requirements of Lessee to such third party engine owner.

If Lessor permits Lessee to pool the Engines pursuant to the provisions of this Lease, such Engine mounted or being mounted on another aircraft must be separately insured either (1) as if it was a leased engine (Leased Engine Endorsement), or (2) insured otherwise satisfactorily to Lessor, to protect Owner's, Lessor's and Financer's interests herein and in the Engine. In both cases (1) and (2) the Loss Payee shall be noted as loss payee and the Additional Insured shall remain Additional Insured with regard to legal liability insurance covering that specific Engine. Any additional premium in respect of this endorsement or separate engine insurance shall be paid by Lessee.

- (7) **Aviation Lease Finance (AVN67B).** Attached to each of A (1) - (6) insurance policies above the Contract Parties must be covered for their respective rights and interests through AVN67B. Attached to each of A (3) – (5) insurance policies above the Additional Insured must be covered for their respective rights and interests through AVN 67B.

The contract(s) included in the AVN67B Aviation Lease Finance Endorsement must include the Contracts.

C. Hull and Spares Insurance Requirements

All required hull and spares insurance (as specified above), so far as it relates to the Aircraft will:

- (a) provide that any loss will be settled jointly with Lessor and Lessee, subject to final prior approval of Loss Payee and will be payable in Dollars to the Loss Payee for the account of all interests except where the loss does not exceed the Damage Notification Threshold, and neither Lessor nor Lender has notified the insurers to the contrary, in which case the loss will be settled with and paid to Lessee;
- (b) include a notice of assignment (relating to the assignment to Lender of Lessor's interest in the insurances) in a form acceptable to Lessor;
- (c) if separate Hull "all risks" and "war risks" insurances are arranged, include a 50/50 provision in accordance with market practice (AVS. 103 is the current market language);
- (d) confirm that the insurers are not entitled to replace the Aircraft in the event of an insured Total Loss;
- (e) confirm that the insurers will not obtain a valid discharge of the obligations under the insurances by payment to the broker, notwithstanding market practice to the contrary; and
- (f) confirm that insurers will deem a Total Loss to have occurred if the total indemnity of the insurers following one insurance incident equals or exceeds seventy five percent (75%) of the Agreed Value.

D. Liability Insurance Requirements

All required liability insurances will:

- (a) include the Additional Insured for their respective rights and interests, warranted, each as to itself only, no operational interest;
- (b) include a severability of interest clause which provides that the insurance, except for the limit of liability, will operate to give each assured the same protection as if there was a separate policy issued to each assured; and
- (c) contain a provision confirming that the policy is primary without right of contribution and the liability of the insurers will not be affected by any other insurance of which any Additional Insured or Lessee have the benefit so as to reduce the amount payable to or on behalf of the Additional Insured under such policies.

E. General Insurance Provisions

All Insurances will:

- (a) be in accordance with prudent industry practice of persons operating similar aircraft in similar circumstances;
- (b) provide cover denominated in Dollars and any other currencies which Lessor may reasonably require in relation to liability insurance;
- (c) include write back of cover for any date recognition exclusion – in the form of AVN2000A or otherwise – by including both AVN2001A and AVN2002A date recognition limited coverage clauses or clauses to the similar effect;
- (d) operate on a worldwide basis subject to such limitations and exclusions as Lessor may agree;
- (e) acknowledge the insurer is aware (and has seen a copy) of this Lease and that the Aircraft is owned by Owner and is subject to the Mortgage and that the Insurances are subject to a security assignment in favour of Lender;
- (f) provide that, in relation to the interests of each of the Additional Insured the Insurances will not be invalidated by any act or omission by Lessee, or any other person other than the respective Additional Insured seeking protection and shall insure the interests of each of the Additional Insured regardless of any breach or violation by Lessee, or any other person other than the respective Additional Insured seeking protection of any warranty, declaration or condition, contained in such Insurances;
- (g) provide that the insurers will waive any rights of recourse and/or subrogation against the Additional Insured;
- (h) provide that the Additional Insured will have no obligation or responsibility for the payment of any premiums due (but reserve the right to pay the same should any of them elect so to do) and that the insurers will not exercise any right of set-off or counterclaim in respect of any premium due against the respective interests of the Additional Insured other than outstanding premiums relating to the Aircraft, any Engine or any Aircraft Item the subject of the relevant claim;

- (i) provide that the Insurances will continue unaltered for the benefit of the Additional Insured for at least thirty (30) days after written notice of any cancellation, change, event of non-payment of premium or instalment thereof has been sent to Lessor and Lender by insurers, except in the case of war risks for which seven (7) days (or such lesser period as is or may be customarily available in respect of war risks or allied perils) will be given, or in the case of war between the 5 great powers or nuclear peril for which termination is automatic;
- (j) provide that in the event any of the Insurances (either the primary insurance or the reinsurance) continue to require any date recognition exclusion clause or similar clause excluding from such insurance coverage damage to any property (including the Aircraft) or death or injury to any person on account of accidents, incidents or occurrences caused by date recognition or other date-related problems, Lessee at its cost shall obtain for the benefit of itself and each of the Additional Insured the broadest write-back available in the London insurance market with respect to such exclusion.
- (k) if reinsurance is a requirement of this Lease such reinsurance will:
 - (1) be signed through such reinsurance brokers and with such re-insurers (in London or New York or other leading re-insurance markets) as may be approved by Lessor;
 - (2) be on the same terms as the original Insurances and will include the provisions of this EXHIBIT I (*Insurance Requirements*) and satisfactory to Lessor;
 - (3) provide that notwithstanding any bankruptcy, insolvency, liquidation, dissolution or similar proceedings of or affecting the reinsured that the reinsurers' liability will be to make such payments as would have fallen due under the relevant policy of reinsurance if the reinsured had (immediately before such bankruptcy, insolvency, liquidation, dissolution or similar proceedings) discharged its obligations in full under the original insurance policies in respect of which the then relevant policy of reinsurance has been effected; and
 - (4) contain a "cut-through" clause in the following form (or otherwise, satisfactory to Lessor): *"The Reinsurers and the Reinsured hereby mutually agree that in the event of any claim arising under the reinsurances in respect of a total loss or other claim where as provided by this Lease and made between Lessor and Lessee such claim is to be paid to the person named as loss payee under the primary insurances, the Reinsurers will in lieu of payment to the Reinsured, its successors in interest and assigns pay to the person named as loss payee under the primary insurances effected by the Reinsured that portion of any loss due for which the Reinsurers would otherwise be liable to pay the Reinsured (subject to proof of loss), it being understood and agreed that any such payment by the Reinsurers will (to the extent of such payment) fully discharge and release the Reinsurers from any and all further liability in connection therewith"*; subject to such provisions not contravening any Law of Lessee State of Organisation.
- (l) Accept and insure the indemnity provisions of this Lease to the extent of the risks covered by the policies. From acceptance by Lessee of the Aircraft throughout the Lease Term of this Lease a policy or policies of insurance shall be maintained by Lessee and at Lessee's expense in accordance with this Lease.
- (m) The insurance must have a clause, which prohibits any change by Lessee without Lessor's prior written consent or a letter of undertaking by Insurer essentially guaranteeing the same addressed to each of Owner, Lender and Lessor.

- (n) If at any time Lessor wishes to revoke its approval of any insurer, reinsurer, insurance or reinsurance, Lessor and/or its brokers will consult with Lessee and Lessee's brokers (as for the time being approved by Lessor) regarding whether that approval should be revoked to protect the interests of the parties insured. If, following the consultation, Lessor considers that any change should be made, Lessee will then arrange or procure the arrangement of alternative cover satisfactory to Lessor.

F. Continuing Liability Insurances

Lessee shall effect and maintain product liability insurance, including its liability under Clause 17, for a period of two (2) years after the Expiration Date which provides for each Lessor Indemnitee and/or Additional Insured to be named as additional insured. Lessee's obligation under this clause shall not be affected by Lessee ceasing to be lessee of the Aircraft and/or any of the Lessor Indemnities or Additional Insured ceasing to have any interest in respect of the Aircraft. Lessee will, prior to the Expiration Date, provide confirmation satisfactory to Lessor that such insurance is or will be maintained.

G. Renewal

Not less than five (5) Business Days before the expiration or termination date of any insurance required, Lessee shall provide Lessor and Lender with fax or e-mail confirmation from Lessee's insurance brokers that renewed certificates of insurance evidencing the renewal or replacement of such insurance and complying with Exhibit H (Insurance Requirements) will be issued on the termination date of the prior certificate. Within seven (7) days after such renewal, Lessee shall furnish its brokers' certificates of insurance to Lessor and Lender.

EXHIBIT J
MAINTENANCE CONDITION

[Maintenance Condition as of 1 July 2020 will be provided by NAC and as approved by AMX]²⁷

²⁷ To be updated for each individual lease agreement.

EXHIBIT K
STATEMENT OF ACCOUNT LETTER

<< *Letterhead Lessee* >>

To whom it may concern

Dear Sirs,

We hereby confirm that [] ("**Lessee**") has entered into that certain Amended and Restated Aircraft Lease Agreement [] with [] ("**Lessor**") with respect to the leasing of one (1) Embraer model ERJ 190-[] aircraft bearing manufacturer's serial number [] (the "**Aircraft**").

We hereby authorise all air traffic control authorities, maintenance providers, airfields and civil aviation authorities to issue to Lessor (hereby represented by Nordic Aviation Capital Designated Activity Company), [Name of Owner] or [Name of Lender] (each an "**Authorised Representative**") on such parties' request from time to time, a statement of account of all sums due by Lessee in respect of the aircraft in its fleet and, in particular, the Aircraft, as at the date of each such request by such Authorised Representative.

Very truly yours,

[]

Name:

Title:

**EXHIBIT L
FORM OF MONTHLY REPORT**

AIRCRAFT SUMMARY REPORT
Report Period from _____ to _____

Aircraft Specification	
Manufacturer	
Type	
Model	
Serial number	
Date of Manufacture	
Current Registration	
Current Operator	
Aircraft Operating Limitation	

Airframe Status	
Total Airframe Hours	
Total Airframe Cycles	

Main Engines (Currently Installed)		
Manufacturer		
Position		
Part number		
Serial number		
Time Since New		
Cycles Since New		
Time Since OH		
Cycles Since OH		
Last OH Date		

Main Engines		
Manufacturer		
Aircraft or Location		
Position		
Part number		
Serial number		
Time Since New		
Cycles Since New		
Time Since OH		
Cycles Since OH		
Last OH Date		

Auxiliary Power Unit	
Manufacturer	
Position	
Part number	
Serial number	
Flight Time Since New	
Flight Cycles Since New	
Time Since OH	
Cycles Since OH	
Last OH Date	
APU Hours Since New	
APU Cycles Since New	

Landing Gears			
Manufacturer			
Position			
Part number			
Serial number			
Time Since New			
Cycles Since New			
Time Since OH			
Cycles Since OH			
Last OH Date			

EXHIBIT M
SUBLEASE REQUIREMENTS

Any approved sublease shall be subject to the following requirements:

- (a) Lessee shall, as soon as reasonably practicable having regard to the proposed commencement date of the proposed sub-lease and, in any event, with not less than thirty (30) days' prior written notice, notify Lessor of its intention to enter into any sublease (which notice shall include the name of the proposed sublessee, the provisions of the proposed sublease agreement, if applicable the name of any proposed new State of Registration and summary information regarding the proposed arrangements; it being acknowledged that in any event Lessee may redact the amount of Rent and all other economic terms);
- (b) such sublease agreement shall include provisions that provide that an Event of Default shall constitute an event of default or termination event under the sublease agreement and such sublease agreement shall be expressly stated to be and shall remain subject to and subordinate to Owner's, Lessor's and any Lender's rights under this Lease, the other Transaction Documents and/or the Mortgage and such sublease agreement will terminate immediately on any termination of the leasing of the Aircraft under this Lease;
- (c) prior to delivery of the Aircraft under such sublease agreement (and as a condition precedent thereof) Lessee and the sublessee shall provide an acknowledgment to Lessor in a form reasonably satisfactory to Lessor confirming that the sublease is subject and subordinate in all respects to this Lease and confirming that the sublessee's rights to possession of the Aircraft under such sublease agreement will terminate immediately on written notice from Lessor stating that the leasing of the Aircraft under this Lease has terminated and that the sublessee will redeliver the Aircraft (together with all Engines, Parts and Aircraft Documents) to Lessor on receipt of such written notice or, at Lessor's option, such sublessee shall enter into an agreement with Lessor concerning the leasing of the Aircraft on terms no more onerous than those of the sublease agreement;
- (d) such sublease agreement shall require the sublessee to operate the Aircraft on the same terms as those set out in this Lease, maintain the Aircraft in accordance with applicable standards and otherwise on the same terms as those set out in this Lease and insure the Aircraft on the same basis as set out in this Lease and shall contain equivalent restrictions on interchange and replacement of Engines and any Aircraft Item as those contained in this Lease;
- (e) such sublease agreement shall not permit any further sub-leasing of the Aircraft, the Engines or any Aircraft Item without the prior written consent of Lessor;
- (f) such sublease agreement shall not have a term (including any automatic renewals or extensions or renewals or extensions at the Head Lessee's option) which extends or is capable of extending beyond the Lease Term;
- (g) on or prior to the commencement of the sublease agreement Lessee shall provide or procure that the sublessee provides Lessor with evidence satisfactory to Lessor (acting reasonably) confirming that the Aircraft will continue to be insured in accordance with or on terms equivalent to this Lease (and, if applicable, shall provide new assignments of insurance and reassurances satisfactory to Lessor);
- (h) the sublessee under the sublease agreement shall hold all authorisations and relevant certifications required for the use and operation of the Aircraft;

- (i) the sublease agreement shall be governed by Laws of the State of New York;
- (j) all payments under the sublease agreement shall be made in Dollars;
- (k) prior to the delivery of the Aircraft under such sublease agreement, Owner, Lessor and Lender shall have received legal opinion(s) from counsel reasonably satisfactory to Owner, Lessor and Lender in the jurisdiction in which Lessee has its principal place of business and in which the Aircraft is to be habitually based (and registered if there is to be a change in the State of Registration of the Aircraft by reason of the proposed sublease agreement) in form and content satisfactory to Owner, Lessor and Lender. Such opinion would be required to confirm or otherwise satisfy Owner, Lessor and Lender (in each case acting reasonably) as to the following matters:
 - (1) that the rights and interests of Owner, Lessor and Lender in respect of this Lease, the other Transaction Documents and the Aircraft are not adversely affected and that the Mortgage constitutes a legal, valid and binding Lien over the Aircraft having priority over all other claims subsequently affecting the Aircraft or if the sublease agreement does not involve a change in the State of Registration and the rights of Owner, Lessor and Lender are not adversely affected by the sublease agreement, the legal opinion(s) need only confirm that the position is unchanged;
 - (2) the legal, valid, binding and enforceable nature of the obligations of the sublessee in connection with the sublease agreement (including the direct obligation to Lessor to redeliver the Aircraft on the termination of the leasing of the Aircraft under this Lease for any reason and the fact that the sublease agreement will be subject and subordinate as provided in this Lease);
 - (3) the proper compliance with registration and filings as required under the Laws of the State of Registration to ensure that the rights and interests of Owner, Lessor and Lender in the Aircraft have been or will be recognised, perfected and protected in accordance with the Laws of the State of Registration; and
 - (4) that the application Laws of any new State of Registration and the jurisdiction in which the sublessee is established or has its principal place of business do not apply any theory or doctrine of strict or absolute liability (whether in tort, delict or otherwise) to owners, lessors and/or Lenders of aircraft;
- (l) if Lessor agrees to the changing of the State of Registration in connection with such sub-leasing, Lessor, Owner and Lender shall (if necessary in connection with such sub-leasing and at no cost to Lessor, Owner and Lender) assist with the deregistration of the Aircraft and co-operate with Lessee (also at no cost to Lessor, Owner or Lender) to assist Lessee and/or the relevant sub-lessee, as the case may be, in promptly making any filings, recordings and registrations in the new State of Registration which, to the extent applicable, are necessary or desirable in order to (1) protect the interests of Owner as owner, Lessor as lessor under this Lease and Lender as mortgagee; or (2) ensure the validity, enforcement or priority thereof; or (3) protect the rights of Lender and Lessee shall pay all costs, expense and liabilities incurred in connection with any re-registration of the Aircraft and such filings, recordings and registrations.
- (m) unless already provided under the Original Lease, prior to delivery of the Aircraft under such sublease (and as a condition precedent thereof) Lessor shall have received:
 - (1) a copy of the constitutional documents of the sublessee together with a resolution of the board of directors of the sublessee approving the terms of, and the transactions

contemplated by the sublease agreement and any and all documents contemplated thereunder;

- (2) letters addressed to the relevant authorities and accounting for local Laws and customs in the State of Registration contemplated by the sublease agreement, in substantially the form of the Statement of Account Letter and the Deregistration Power of Attorney, in each case duly notarised and apostilled;
- (3) a Deregistration Power of Attorney duly executed by sublessee;
- (4) a Statement of Account Letter duly executed by sublessee;
- (5) a security assignment over the sublease executed by Lessee in favour of Lessor and an acknowledgment of such assignment from sublessee;
- (6) Lessee shall have provided Lessor, in form and substance satisfactory to Lessor, new assignment of insurances and assignment of reinsurances along with notices and acknowledgments in connection therewith;
- (7) copies of the sublessee's air operator's certificate, sublessee's passenger and cargo transportation licenses, air operator's permit endorsing the Aircraft, the certificate of registration in relation to the Aircraft and the Certificate of Airworthiness for the Aircraft;
- (8) where a change in the State of Registration is contemplated by the sublease agreement, evidence that any required import licence, and all customs formalities, relating to the importation of the Aircraft have been obtained or complied with and that such importation is exempt from Taxes or, if subject to any Taxes, that the same have been duly paid (or will be paid once they have become due and payable); and
- (9) evidence that all filings, registrations, recordings and other actions have been or will be taken which are necessary or advisable to ensure the validity, effectiveness and enforceability of the sublease agreement and to protect the rights and interests of Owner, Lessor and Lender in the Aircraft;
- (10) any such sublease agreement shall not permit the Aircraft to proceed to, be registered in, or remain at, any location which for the time being is the subject of Sanctions and/or that could reasonably result in Lessee, Lessor or any Lessor Indemnatee being in breach of any Sanctions (if and to the extent applicable to any of them), unless Lessee complies with all requirements or conditions set out in such Sanctions for the registration, positioning, use of, or operation of, the Aircraft in or to such location.

EXHIBIT N
REDELIVERY CONDITIONS

Lessee shall redeliver the Aircraft to Lessor for redelivery technical acceptance ("**Redelivery Technical Acceptance**") by delivering the Aircraft to the Redelivery Location on the Redelivery Date, or any other location as agreed between Lessee and Lessor, in compliance with the conditions specified below. Lessor and Lessee shall execute and deliver the Certificate of Redelivery confirming delivery of the Aircraft to Lessor. For the avoidance of doubt, there shall be no other Redelivery Conditions other than those set forth in this Exhibit N.

During the period commencing [REDACTED] months and ending no less than [REDACTED] months prior to the Expiration Date, Lessee and Lessor will agree to conduct a pre-redelivery meeting for the purpose of reviewing and agreeing upon the workscope for a Redelivery Check (as defined below) and, if applicable, any Engine, APU, or Landing Gear shop visit. Lessor and Lessee shall each commit sufficient resources to the Redelivery process to achieve Redelivery by the Expiration Date.

With respect to any discrepancies in the Redelivery Conditions described herein [REDACTED], Lessee and Lessor agree, subject to the provisions outlined in [REDACTED] in Section I below, that Lessee will have the option of either correcting such discrepancy at its own expense or providing compensation in lieu of such correction in an amount to be mutually agreed upon by Lessee and Lessor or based on the average of [REDACTED] recent invoices or quotations for the same. If there is further dispute over the cost of compensation, Lessor and Lessee shall mutually agree upon an independent third party arbitrator (the costs of which shall be split evenly between Lessor and Lessee).

A. Registration & Certification, Maintenance Program & Airworthiness Directives

The Aircraft shall be registered with the Aviation Authority in the name of Lessor unless such registration cannot be maintained because of the failure of the Lessor to comply with the citizenship or other eligibility requirements for registration of the Aircraft. Lessee shall [REDACTED]. Upon redelivery, the Aircraft shall be [REDACTED]. Lessee will provide an Export Certificate of Airworthiness following Redelivery Technical Acceptance of the Aircraft.

The Aircraft shall be in compliance with the Lessee's maintenance program, which shall be based on the manufacturer's Maintenance Planning Document and approved by the Aviation Authority. Any deviations from the MPD shall be bridged as part of the Redelivery Check.

Lessee will comply with any ADs that require compliance within [REDACTED] days following the last day of the Lease Term, with the cost of performing such AD requiring compliance after the last day of the Lease Term to be for the account of Lessor and paid to Lessee upon execution of the Certificate of Redelivery. [REDACTED]

B. General Condition

The Aircraft shall be (a) in good operating condition, normal wear and tear excepted, (b) clean by international commercial airline standards, (c) in a passenger configuration, (d) with equipment, components and systems fully functional operating and serviceable within limits under the Maintenance Program and the Aircraft Maintenance Manual; (e) equipped with two Engines (which may be Substitute Engines) duly installed thereon and (f) shall have a valid certificate of airworthiness. The Aircraft shall be in compliance with Lessee's corrosion prevention and control program.

C. Redelivery Check

The Airframe shall have completed, within [REDACTED] days prior to the Redelivery Date, the Redelivery Check (as defined below), and following such Redelivery Check the Aircraft shall not be used in commercial passenger operations.

“Redelivery Check” means Lessee’s next due “base” check in accordance with the Maintenance Program during the Lease Term and the revision of the MPD in effect five months prior to the Expiration Date, and includes all inspections, checks and work cleared for [REDACTED].

D. Landing Gear Minimum

The Landing Gear shall have no fewer than [REDACTED] months remaining (the **“Landing Gear Hard Time Minimum”**) until the next scheduled performance restoration visit under the Maintenance Program (any such visit, a **“Landing Gear Performance Restoration Visit”**) as measured by hour, cycle or calendar day, whichever is applicable and most limiting. Each tire shall have at least [REDACTED]% tread remaining. The Landing Gear brakes will each have an average of at least [REDACTED]% life remaining before their removal with no individual brake having less than [REDACTED] per cent ([REDACTED]%) service life remaining.

E. Engine LLP Minimum

No Engine LLP shall have fewer than [REDACTED] cycles remaining to reaching the then manufacturer’s published Chapter 5 life limit (the **“Engine LLP Hard Life Cycle Minimum”**). Notwithstanding the foregoing, Lessee may request of Lessor, and Lessor shall consider in good faith, the allowance of an extended hard life cycle limit that may be achieved via the incorporation of a service bulletin or other action that may only be incorporated on-wing post-redelivery.

F. Engine Performance Restoration Hard Time Minimum

Each Engine shall have no fewer than [REDACTED] performance restoration visit of such Engine under the Maintenance Program and based on manufacturer recommendations (any such visit, an *“Engine Performance Restoration Visit”*), as measured by Lessee’s expected time on wing to such next sequential Engine Performance Restoration Visit (**“Expected Time on Wing”**) for engines in Lessee’s fleet of the same make and model and with reference to the trend deterioration data for the previous 12 months and the last scheduled borescope inspection results. [REDACTED] No Engine shall be [REDACTED]. In addition, Lessee will provide Lessor [REDACTED]. Such [REDACTED]. If the parties [REDACTED], Lessor and Lessee will [REDACTED].

G. Components

Each time-controlled component and any calendar-limited component including safety equipment [REDACTED] will have no less than [REDACTED] months [REDACTED] or the equivalent flight hours or cycles, whichever is applicable, based on Lessee’s average utilization, remaining to next scheduled removal, shop inspection or overhaul. Any such time-controlled component having an MPD interval of less than [REDACTED] months or the equivalent flight hours or cycles, whichever is applicable, based on Lessee’s average utilization, shall have a full replacement interval remaining until its next shop inspection, removal or overhaul.

H. Auxiliary Power Unit Minimum

The APU shall be [REDACTED], as evidenced by an APU condition test performed in accordance with the Manufacturer’s AMM and hot section borescope, APU LLPs shall have a minimum of 18 months life remaining based on Lessee’s average utilization. The APU will be clean and will not be “on watch” or subject to any concessions, exhibit any signs of adverse wear, abnormal deterioration, distress or adverse trends.

I. [REDACTED]

Following the Redelivery Check, [REDACTED]. Lessee and Lessor shall agree, acting reasonably, [REDACTED]. Any [REDACTED] which cannot be deferred until the next Airframe Heavy Structural Check will be corrected or performed by Lessee at its expense prior to the Redelivery Date. If the parties [REDACTED].

If the Aircraft is scheduled to be [REDACTED].

J. Paint and Special Markings

The Aircraft paint will be in the condition as removed from airline service, with Lessee's identification marks removed or painted over. Lessee shall at Redelivery pay Lessor an amount equal to Lessee's average cost to complete the painting of its livery on aircraft of the same type as the Aircraft, based on the average of [REDACTED] recent invoices or quotations for the same. All mandatory interior and exterior markings will be installed, clean and legible providing an acceptable appearance.

K. Repairs and Repair Inspections

All damage and repairs performed by Lessee or its designee since Delivery, shall be [REDACTED]. All existing repairs on the Aircraft shall be [REDACTED]. Lessee shall [REDACTED]. Any repairs or damage [REDACTED]. Any repairs which are [REDACTED]. [REDACTED]

L. Records

No less than [REDACTED] months prior to the targeted Redelivery Check induction date, Lessee will provide for the review of Lessor all Aircraft Documents and, provided that all such Aircraft Documents are made available to Lessor at the commencement of the [REDACTED]-month period, Lessor will provide to Lessee its response and findings on such Aircraft Documents at least [REDACTED] days prior to the targeted Redelivery Check date. All Aircraft Documents shall [REDACTED], except to the extent any Aircraft Documents require updating following compliance with these Redelivery Conditions or any records relating to the Aircraft generated after the [REDACTED] month period up to the Redelivery Date, in which case such Aircraft Documents will be delivered no later than the Redelivery Date. Lessor shall be entitled to a final review of the Aircraft Documentations prior to Redelivery Date of the Aircraft.

On the Redelivery Date, Lessee shall redeliver to Lessor all Aircraft Documents listed in the table below in an updated and current form and condition. For the avoidance of doubt, all Aircraft Documents shall be in the English or bilingual (English-Spanish) language, except as agreed by the parties in the Leases.

A. Aircraft Description
Including general description of the Aircraft including manufacturer, type and model, serial number, registration markings, certification basis, installed engine(s) (model & serial number), and APU (model & serial number) with: (1) Description of Aircraft's current operational configuration (seat configuration and emergency equipment) (2) Details of specific operational capability approvals for which aircraft is equipped or certified (e.g. RVSM, EDTO, IR-OPS, FAR 121 etc.)
B. Certificates
Including: (1) Certificate of Airworthiness (with Airworthiness Review Certificate (ARC) if applicable) (2) Copy Air Operator Certificate

(3)	Current Certificate of Aircraft Registration
(4)	Certificate of Noise Limitation (or equivalent, AFM page)
(5)	Radio station license
(6)	Current maintenance release certificate
(7)	Export certificate of airworthiness, or equivalent (if applicable)
(8)	Certificate of sanitary construction (if applicable)
(9)	Aircraft Deregistration confirmation (if applicable)
(10)	Burn Certificates: confirming compliance with EASA or FAA fire blocking requirements, to include all seats, backrests, cushions, covers, curtains, floor coverings, carpets, interior surfaces, side walls and overhead bins, with in combination certification as applicable.
C. Log Books	
(1)	Aircraft logbooks
(2)	Engine logbook(s) (if applicable)
(3)	APU logbook (if applicable)
D. Aircraft Maintenance Status Summaries	
(1)	Certified current Time in Service (Hours & Cycles) & Maintenance Status
(2)	Certified status of Airworthiness Directives (including method of compliance)
(3)	Certified status of Manufacturer Service Bulletins incorporated
(4)	Certified status of all Airframe non-Manufacturer modifications incorporated (including STC's)
(5)	Certified status of supplemental structural inspections (SSI's) (if applicable)
(6)	Certified status of CPCP/ISIP Tasks (if applicable)
(7)	Certified status of installed Hard Time components (including time, hours and cycles remaining)
(8)	Certified status of on condition / condition monitored components
(9)	Certified status of Airframe Check/Inspection history
(10)	Certified status of the maintenance task compliance listing ('Last Done\Next Due') including 'Out of Phase' Inspections. Must demonstrate (at a minimum) compliance with the current Manufacturer's Maintenance Planning Document (MPD). Tasks to be clearly cross referenced (as applicable) for presentation according to the MPD.
(11)	[REDACTED]
(12)	Certified map of structural repairs & allowable damage, including reference to applicable approved data & time limited items
(13)	Certified status of Certification Maintenance Requirements (CMR)
(14)	Statement of the Aircraft eligible Type Certification
(15)	Certified Life Limited Parts Status, Airframe Parts
(16)	Certified statement of oil and fluid types used in Aircraft, Engines and APU
(17)	Certified installed software listing including part number and revision date
(18)	Certified statement of aircraft operational capability including RVSM, RNP, ETOPS, Landing Category, MNPS, FANS, FM Immunity, 8.33 Spacing, ADS-B
(19)	Certified Flight Data Recorder Report verifying that required parameters are within approved limits
(20)	Operator Maintenance Program Summary, including introduction summary pages, Last Done/Next Due listing, and the MPD to AMP task cross reference table if different
(21)	Aircraft Flight Time Report / Aircraft Log Book
(22)	Certified status of Airworthiness Limitation Items (ALIs)
(23)	Electrical load analysis updated for post production modifications affecting Aircraft's electrics.
E. Aircraft Maintenance Records	
(1)	Aircraft Technical Logs (minimum of last [REDACTED])
(2)	A Checks - last complete cycle of A Checks (or equivalent)
(3)	C Checks - last complete cycle of C Checks (or equivalent)
(4)	All major airframe structural check packages

- (5) CPCP/ISIP certified maintenance task cards (including level of corrosion found and rectification)
- (6) File for each applicable AD & Appliance (Component) AD (for Appliance/Component Ads accomplished offwing to include Authorized Release Certificate and ICA) including AD copy, accomplishment instructions (SB) and certified maintenance task cards
- (7) File for each non mandatory Manufacturer Service Bulletin incorporated including SB copy and certified maintenance task cards
- (8) File for each non-OEM modification or STC's incorporated including modification data, embodiment instructions, substantiation data (including material burn test reports if applicable), regulatory approval and certified maintenance task cards or DFP's, Right To Use letter, Manual supplements, instructions for Continued Airworthiness and related Last Done/Next Due information
- (9) Structural repairs, internal and external and allowable damage certified maintenance task cards including repair data and regulatory approval if not within SRM and any instructions for continuing airworthiness.
- (10) Repair map to identify repairs and allowable damage visible from the exterior of the Aircraft and reference to the applicable approved data.
- (11) File for each operational capability compliance inspection including certified maintenance task card if applicable
- (12) Certification Maintenance Requirements (CMR's) certified maintenance task cards
- (13) Certified aircraft weighing report
- (14) Flight control balance status - original manufacturer data or certified maintenance task card (if applicable)
- (15) Last demonstration flight report and relevant technical log
- (16) Supplemental Structural Inspection (SSI) certified maintenance task cards (if applicable)
- (17) Compass Deviation Report including certified task card (if applicable)
- (18) Certified Current Records Inventory (including full inventory of boxes delivered)
- (19) Airworthiness Limitation Items (ALIs) certified maintenance task cards

F. Configuration Status

- (1) Layout of Passenger Accommodation (LOPA) drawing, including seat part numbers
- (2) Seats, closets, class dividers, overhead bins, PSU's, cabin crew seating
- (3) Galley drawings & overhaul manuals
- (4) Emergency Equipment Drawing, with item description and part number
- (5) Loose and galley equipment inventories
- (6) Inventory listing avionic units installed
- (7) Software Status (cockpit folder)

G. Aircraft Historical Records

- (1) C of A (Export) from state of manufacture
- (2) OEM's original components fitted listing, Serialized Component Listing (EMB)
- (3) Production Aircraft Test Completion Record
- (4) OEM Flight Logs (Hours & Cycles recorded)
- (5) Statement of Aircraft Eligible Type Certification
- (6) Production Flight Certificate (if applicable to Aircraft type)
- (7) Certificate of Conformance (if applicable to Aircraft type)
- (8) Manufacturer report of Airworthiness Directives incorporated at manufacture
- (9) Manufacturer's inspection report, initial equipment list / aircraft readiness log (or equivalent)
- (10) Manufacturer's repair/alteration report / SRL
- (11) Manufacturer report of service bulletins and optional modifications incorporated at manufacture
- (12) Service difficulty reports (if any)
- (13) Manufacturer Report of Landing Gear Life Limited Parts installed at manufacture, including part number and serial number

- (14) Aircraft Historical / Miscellaneous Log (or equivalent)
- (15) Last Flight Data recorder read out & corrections
- (16) Certified Aircraft Weighing Report at Manufacture
- (17) Final Inspection Report (if applicable to Aircraft type)
- (18) Rigged Brochure (if applicable to Aircraft type)
- (19) Detailed Specification/Technical Description Document (if applicable)
- (20) Interior Finish Specification Document
- (21) Customer Checklist Document
- (22) Additional Manufacturer Delivery Documents

H. Engine Records

Separate hard copy and PDF folders for each Engine, including:

- (1) Certified statement of total time in Service (Hours & Cycles)
- (2) Certified status of Engine Airworthiness Directives including method of compliance
- (3) Certified status of Engine Manufacture Service Bulletins incorporated
- (4) Certified status of Engine non-manufacturer modifications including STC's with applicable regulatory approval
- (5) Certified Life Limited Parts Listing indicating cycles remaining
- (6) Manufacturer Delivery Documents (EDS, Test Data/Performance Summary, Configuration Listing and SB Status at Manufacture)
- (7) All historical engine/module shop visit reports
- (8) [REDACTED] for each life limited part [REDACTED] [REDACTED]
- (9) Condition Monitoring Report (Current Trend Data)
- (10) Engine Log Book/Master Records of Installation & Removals
- (11) Last borescope report (including video / DVD if available)
- (12) Last Engine Test Cell Report
- (13) Last On-wing Maximum Power Assurance Ground Run
- (14) [REDACTED]
- (15) ETOPS compliance report and certified maintenance task cards (if applicable)
- (16) Type of engine oil used
- (17) Operator certified statement of engine non-exceedance during period of operation
- (18) Power Rating Operation Statement (Cycles of operation at relevant thrust levels)
- (19) Certified maintenance task cards - Engine Field Repairs since last shop visit (if applicable)
- (20) Certified maintenance task cards - Long Term Preservation - (if applicable)
- (21) Certified maintenance task cards - Fan Blade Distribution Sheet
- (22) Certified maintenance task cards - Last fan blade lubrication (if applicable)
- (23) Certified maintenance task cards - Engine Mount NDT Inspection (if applicable)
- (24) Certified engine component configuration listing including line replaceable units Including TSN/CSN/TSO/CSO (if available).
- (25) Certified high pressure turbine blade listing to include TSN/CSN/TSO/CSO
- (26) Certified Maintenance task cards for last 'C' Check compliance

I. APU

- (1) Certified total time in service (Hours & Cycles) including statement of ratio from Aircraft hours to APU hours)
- (2) Certified status of APU Airworthiness Directives including method of compliance
- (3) Certified status of APU Manufacturer Service Bulletins incorporated
- (4) APU Log / Master Record of installation & removals
- (5) All historical APU shop visit reports
- (6) Certified Maintenance Status of the APU to include time since last heavy shop visit
- (7) LLP status and [REDACTED]
- (8) Operational performance test certified maintenance task card
- (9) Last Test Cell Report
- (10) ETOPS Compliance Report and certified maintenance task cards (if applicable)
- (11) Last borescope report (including video / DVD if available)

J. Components
EASA Form 1 (or equivalent under EASA Part M) or FAA Form 8130-3 or equivalent for: (1) Approved release to service for each Hard Time Component (including last overhaul and any subsequent shop maintenance) (2) Approved release to service for each on condition and condition monitored component installed within the previous [REDACTED] months, or less if accepted by the Aircraft's next state of registry.
K. Landing Gears
(1) EASA Form 1 (or equivalent under EASA Part M) or FAA Form 8130-3 for approved release to service from last overhaul (and any subsequent maintenance) for each major landing gear assembly (2) [REDACTED] of life limited parts (LLP's) [REDACTED] (3) Maintenance shop reports from last overhaul and any subsequent shop maintenance (4) [REDACTED] for each life limited landing gear part [REDACTED] [REDACTED] (5) Work Order / Certified Release to Service (Evidence of gear installation on Airframe)
L. Manuals
All manuals delivered with the Aircraft under the Lease must be updated to the latest revision standard applicable as at the Return Occasion. Wiring Diagram Manual, Illustrated Parts Catalogue, Aircraft Maintenance Manual, Aircraft Schematics manual and Wire List & Hook up Charts to be available online line from the Manufacturer or if not, to be on DVD/CD or other media as customary.

M. Borescope Inspections; Power Assurance Runs

A full hot and cold section video borescope inspection of each Engine and a power assurance run for each Engine in accordance with the AMM shall be performed at or before the Redelivery Date but after redelivery demonstration flight by Lessee or its representative [REDACTED]. Lessee will record the Engine power assurance test conditions and results on the redelivery acceptance certificate. Lessee will correct any discrepancies in accordance with the guidelines set out by OEM manufacturer which may be discovered during such inspection.

N. Demonstration Flight

At Lessor's request, Lessee will perform, at its expense, and in accordance with a mutually agreed acceptance flight procedure, a demonstration flight lasting no more than two hours for the purpose of demonstrating the satisfactory operation of the Aircraft with no more than [REDACTED] representatives of Lessor, or of the next operator, on board during such flight, subject to consent of the Aviation Authority. If the demonstration flight reveals any discrepancies from the Redelivery Conditions, Lessee will correct them or pay compensation to Lessor in accordance with this Exhibit N.

O. Liens

The Aircraft shall be free and clear of Liens (other than any Lessor's Liens).

P. Fuel

Lessee shall have no obligation to provide any fuel or oil with respect to the Aircraft at redelivery, provided that any fuel or oil remaining on board the Aircraft on the Redelivery Date shall be the property of Lessor without charge.

Q. Inspection

The Aircraft inspection shall occur during the Redelivery Check. During the Redelivery Check, Lessor and/or its representatives will have an opportunity to observe functional and operational system

checks as they are performed, and to perform a visual inspection of the Aircraft only in those areas that are visible during the Redelivery Check and concurrently as the inspection tasks are being performed by Lessee.

R. Loose Equipment

Lessee shall deliver to Lessor on board the Aircraft the same Loose Equipment as delivered to the Lessee under the Original Lease and detailed in the Certificate of Acceptance.

EXHIBIT O
CERTIFICATE OF REDELIVERY

This Certificate of Redelivery is delivered by [] (“**Lessor**”) to [] (“**Lessee**”) pursuant to that certain Amended and Restated Aircraft Lease Agreement [] between Lessor and Lessee (the “**Lease**”). Capitalised terms used in this certificate shall have the meaning given to such terms in the Lease unless otherwise indicated.

Lessor hereby confirms to Lessee that Lessee at _____ o’clock on this _____ day of _____20[•], at _____, has redelivered one (1) Embraer model ERJ 190-[] aircraft with manufacturer’s serial number [] (with the Aircraft status specified in Attachment 1 hereto) in accordance with the terms of the Lease, except for the items (if any) listed on the attached Annex 2 hereto (the “**Discrepancies**”). Lessor and Lessee agree that the Discrepancies (if any) shall be corrected as set forth on the attached Annex 2.

IN WITNESS WHEREOF, Lessee and Lessor have duly executed this Certificate of Redelivery on the date and at the time set out above.

[]

as Lessor

[]

as Lessee

Name:

Title:

Name:

Title:

Attachment 1 – Aircraft Status

Attachment 2 – Discrepancies

Attachment 3 – Loose Equipment List

Attachment 4 – Aircraft Documents

Attachment 5 – LOPA Drawing

Attachment 6 – Airframe Damage Chart (in line with industry standard)

Attachment 7 – Avionics Inventory

Attachment 8 – List of Free of Charge Kits

Attachment 9 – Engine Power Assurance Test Conditions and Results

Attachment 10 – Engine LLP Status

Attachment 11 – APU LLP Status

Attachment 1

Aircraft Status

Airframe			
Serial number		TSN	
Type	E170	CSN	
Event	Date	FH/CY Last Check	Time Since Last Check
72MO CPCP			
96MO CPCP			
120MO CPCP			
B1			
B2			
B3			
B4			
20K Check			

Engines					
Serial number			TSN		
Type			CSN		
Position	LH				
Event	Serial No.	TSN	CSN	TSN at Event	TSL Event
Perf. Rest. 8E5					
Overhaul 8E5					

Serial number			TSN		
Type			CSN		
Position	RH				
Event	Serial No.	TSN	CSN	TSN at Event	TSL Event
Perf. Rest. 8E5					
Overhaul 8E5					

Landing Gears

Serial number		CSN		
Type				
Position		NLG		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Nose Landing Gear				
Nose Landing Gear				

Serial number		CSN		
Type				
Position		MLG-LH		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Left Main Gear				
Left Main Gear				

Serial number		CSN		
Type				
Position		MLG-RH		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Right Main Gear				
Right Main Gear				

APU

Serial number		TSN		
Type				
Event	Date	FH	Months Since Last Check	Hours Since Last Check
APU				

Airframe

Serial number		TSN	
Type	E175	CSN	
Event	Date	FH/CY Last Check	Time Since Last Check
72MO CPCP			
96MO CPCP			
120MO CPCP			
B1			
B2			
B3			
B4			
20K Check			

Engines

Serial number		TSN			
Type		CSN			
Position		LH			
Event	Serial No.	TSN	CSN	TSN at Event	TSL Event
Perf. Rest. 8E5					
Overhaul 8E5					

Serial number		TSN			
Type		CSN			
Position		RH			
Event	Serial No.	TSN	CSN	TSN at Event	TSL Event
Perf. Rest. 8E5					
Overhaul 8E5					

Landing Gears

Serial number		CSN		
Type				
Position		NLG		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Nose Landing Gear				
Nose Landing Gear				

Serial number		CSN		
Type				
Position		MLG-LH		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Left Main Gear				
Left Main Gear				

Serial number		CSN		
Type				
Position		MLG-RH		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Right Main Gear				
Right Main Gear				

APU

Serial number		TSN		
Type				
Event	Date	FH	Months Since Last Check	Hours Since Last Check
APU				

Airframe

Serial number		TSN	
Type	E190	CSN	
Event	Date	FH/CY Last Check	Time Since Last Check
72MO CPCP			
96MO CPCP			
120MO CPCP			
B1			
B2			
B3			
B4			
20K Check			

Engines

Serial number		TSN			
Type		CSN			
Position		LH			
Event	Serial No.	TSN	CSN	TSN at Event	TSL Event
Perf. Rest. 10E5A1					
Overhaul 10E5A1					

Serial numbe		TSN			
Type		CSN			
Position		RH			
Event	Serial No.	TSN	CSN	TSN at Event	TSL Event
Perf. Rest. 10E5A1					
Overhaul 10E5A1					

Landing Gears

Serial number		CSN		
Type				
Position		NLG		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Nose Landing Gear				
Nose Landing Gear				

Serial number		CSN		
Type				
Position		MLG-LH		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Left Main Gear				
Left Main Gear				

Serial number		CSN		
Type				
Position		MLG-RH		
Event	Date	FC	Months Since Last Check	Cycles Since Last Check
Right Main Gear				
Right Main Gear				

APU

Serial number		TSN		
Type				
Event	Date	FH	Months Since Last Check	Hours Since Last Check
APU				

EXHIBIT P
MAINTENANCE REDELIVERY PAYMENTS

Lessee shall pay maintenance redelivery payments (“**Maintenance Redelivery Payment**”) for the Aircraft on a mirror-in-mirror-out (“**MIMO**”) basis by comparing the maintenance condition of each of the Airframe, Engines, Engine LLPs, Landing Gear and APU (each, a “**MIMO Component**”) as of the Expiration Date to the maintenance condition of such MIMO Component as of (x) July 1, 2020 or (y) in respect of a Lessor Replacement Engine, the date Lessee has accepted such Lessor Replacement Engine (as such July 1, 2020 or, in the case of (y) above, such other maintenance condition may, in each case, be adjusted in accordance with the last paragraph of this section, the “**MIMO Basis**”). The Maintenance Redelivery Payment amount shall be “one way pay” only, from Lessee to Lessor and will be calculated on the basis of the MPD stated (a) mean time between events and (b) market costs for each of the following activities (a) – (f):

“**Heavy Maintenance Event**” shall mean each of the following activities:

- (a) the Airframe regarding life used in respect of:
 - (i) Basic 4 Check (combination of Basic 4 Check, Basic 2 Check & Basic 1 Check)
 - (ii) 72 Month CPCP Check
 - (iii) 96 Month CPCP Check
 - (iv) 120 Month CPCP Check
 - (v) 20,000 FC Structural Inspectioncollectively the “**Airframe Heavy Structural Checks**”,
- (b) each Engine regarding life used in respect of Engine Performance Restoration,
- (c) each Engine LLP regarding life used to discard,
- (d) the APU regarding life used in respect of APU Restoration, and
- (e) each landing gear regarding life used in respect of Landing Gear Overhaul.

Heavy Maintenance Events shall only include scheduled events as defined in the MPD and EMM.

Each Maintenance Redelivery Payment shall be calculated by applying the formula given below for each Heavy Maintenance Event:

A. Airframe Heavy Structural Check Equivalency Charge

The equivalency charge for each Airframe Heavy Structural Check shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

where:

A is the equivalency charge for such Airframe Heavy Structural Check.

W is the labor and market cost of such Airframe Heavy Structural Check as of the Expiration Date based on (i) current market costs for such Airframe Heavy Structural Check for an Embraer ERJ 190; or (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] recent invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such a

Airframe Heavy Structural Check, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor.

B is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between such Airframe Heavy Structural Check for that aircraft type based on the MPD.

C is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last such Airframe Heavy Structural Check (or if there has not been any such Airframe Heavy Structural Check prior to the Redelivery Date, then since new).

E is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as of [REDACTED] since the last such Airframe Heavy Structural Check (or if there has not been any such Airframe Heavy Structural Check prior to [REDACTED], then [REDACTED]); [REDACTED].

B. Landing Gear Equivalency Charge

The Landing Gear equivalency charge shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

where:

A is the Landing Gear equivalency charge.

W is the labor and market cost of accomplishing a Landing Gear Overhaul in respect of the Landing Gear based on (i) current market costs for a Embraer ERJ 190 Landing Gear Overhaul; or (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] recent invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such a Landing Gear Overhaul, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor.

B is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between Landing Gear Overhauls for that Landing Gear based on the MPD.

C is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last Landing Gear Overhaul (or if there has not been any Landing Gear Overhaul prior to the Redelivery Date, then since new).

E is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as of [REDACTED] since the last Landing Gear Overhaul (or if there has not been any Landing Gear Overhaul prior to of [REDACTED], then [REDACTED]); [REDACTED].

C. Engine LLP Equivalency Charge

The Engine LLP equivalency charge in respect of an Engine LLP shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

where:

A is the Engine LLP equivalency charge for that Engine LLP.

W is Engine Manufacturer's published list price for that Engine LLP at the time of redelivery.

B is the then current Cycle life limit for that Engine LLP as referenced in the Engine Manufacturer's Maintenance Manual Chapter 5; provided however, (i) if Lessor has accepted

an extended hard life Cycle limit pursuant to Clause E of EXHIBIT N (*Redelivery Conditions*) for that Engine LLP, then such extended hard life Cycle limit shall be used instead, or (ii) if Lessee is able to transfer the warranted ultimate life from the OEM, and this is still valid after the Expiry Date and transferable to the next operator, then such ultimate life shall be used instead, whichever is longer.

C is the actual number of Cycles accumulated by that Engine LLP since new.

E is, as applicable, the actual number of Cycles as of [REDACTED]; [REDACTED].

D. Engine Equivalency Charge

Subject to Sections 6.3 and 9.1 of the Omnibus Amendment Agreement, the Engine Equivalency Charge shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

where:

A is the Engine equivalency charge for that Engine.

W is the labor and market cost of accomplishing an Engine Performance Restoration in respect of an Engine based on (i) current market costs for a Embraer ERJ 190 Engine Performance Restoration; or (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] recent invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such an Engine Performance Restoration, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor.

B is the total interval of Flight Hours between Engine Performance Restorations for that Engine based on OEM data for an aircraft with the same or similar operations.

C is, as applicable, the actual number of Flight Hours elapsed as of the Redelivery Date since the last Engine Performance Restoration of that Engine (or if there has not been any Engine Performance Restoration of that Engine prior to the Redelivery Date, then since new).

E is, as applicable, the actual number of Flight Hours as of [REDACTED] since the last Engine Performance Restoration of that Engine (or if there has not been any Engine Performance Restoration of that Engine prior to [REDACTED], then [REDACTED]); [REDACTED].

E. APU Equivalency Charge

The APU equivalency charge shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

where:

A is the APU equivalency charge.

W is the labor and market cost of accomplishing an APU Restoration in respect of the APU based on (i) current market costs for a Embraer ERJ 190 APU Restoration; or (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] recent invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such an APU Restoration, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor.

B is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between an APU Restoration for that APU based on OEM workscope planning guidance.

C is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last APU Restoration (or if there has not been any APU Restoration prior to the Redelivery Date, then since new).

E is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as of [REDACTED] since the last APU Restoration (or if there has not been any APU Restoration prior to [REDACTED], then [REDACTED]); [REDACTED].

For each of the above payment items, the invoices or quotations provided by Lessee or Lessor shall contain sufficient detail so as to evidence that such invoice or quotation reflects the relevant workscope in a manner to be consistent with the required performance restoration visit or check.

Basis for Maintenance Redelivery Payment

Maintenance Redelivery Payments for the MIMO Components for the Aircraft shall be determined on a net basis, such that if any such MIMO Component is in a better condition on the Expiration Date than its corresponding MIMO Basis, the increased value shall reduce the aggregate amount payable by Lessee in respect of the other MIMO Components for the Aircraft.

If Lessor makes a Lessor Maintenance Payment (as defined in the Omnibus Amendment Agreement) in respect of any Qualifying Heavy Maintenance Event (as defined in the Omnibus Amendment Agreement) for any MIMO Component at any time during the Lease Term, the corresponding MIMO Basis for the Maintenance Redelivery Payment in respect of such MIMO Component will be adjusted proportionally to account for such Lessor Maintenance Payment, up to a maximum equivalent of a full-life return condition in respect of such MIMO Component.

FOR ILLUSTRATIVE PURPOSES ONLY

[REDACTED]

EXHIBIT Q
FORM OF LESSEE PARENT GUARANTEE²⁸

[Unofficial English translation. This Agreement shall be executed in Spanish before a Notary Public in Mexico]

THIS GUARANTY AGREEMENT IS ENTERED INTO BY AND BETWEEN AEROVÍAS DE MÉXICO, S.A. DE C.V., AS GUARANTOR (HEREINAFTER THE “GUARANTOR”), HEREIN REPRESENTED BY [MR. MAX EDUARDO ÁLVAREZ MATAR AND RICARDO JAVIER SÁNCHEZ BAKER], AND [____], AS CREDITOR (HEREINAFTER THE “CREDITOR”), HEREIN REPRESENTED BY [____], WITH THE APPEARANCE OF AEROLITORAL, S.A. DE C.V. AS MAIN DEBTOR (HEREINAFTER “AEROLITORAL”) IN ACCORDANCE WITH THE FOLLOWING RECITALS AND CLAUSES (HEREINAFTER THE “GUARANTY”):

RECITALS

The “Creditor” states:

- a) That it is a company legally organized and existing under the laws of [_____].
- b) That its lawful representative is [_____], and his faculties have not been limited nor modified in any form whatsoever.
- c) That it intends to enter into this Guaranty Agreement as creditor.
- d) That on [_____] it entered into an aircraft lease agreement, as Lessor with Aerolitoral, S.A. de C.V. as Lessee (hereinafter the “Lease”), with respect to one Embraer ERJ [190-100IGW]²⁹ aircraft with manufacturer’s serial number [_____] ³⁰ and two General Electric CF34-10E5A1 engines, each bearing manufacturer serial numbers [_____] and [_____] (the “Aircraft”).

The “Guarantor” states:

- a) That it is a company constituted under the laws of the United Mexican States, as evidenced by means of public deed number 31,468 dated September 7, 1988, attested before Emiliano Zubiría Maqueo, Notary Public No. 25 of the Federal District of Mexico, and that according to its corporate purpose it is duly authorized to execute this Agreement.
- b) That its lawful representatives are [Messrs. Max Eduardo Álvarez Matar and Ricardo Javier Sánchez Baker, as evidenced in public instrument deed 2681 dated June 16, granted before Mr. Raúl Rodríguez Piña, Notary Public No. 249 of the Federal District of Mexico,] and that the faculties conferred therein have not limited nor modified in any form whatsoever.
- c) That it intends to enter into this Guaranty Agreement as guarantor.
- d) That it is aware that on [_____] the Lease was entered into by and between the Creditor, as lessor, and Aerolitoral, as lessee with respect to the Aircraft.
- e) That it has the assets, the solvency and probity to be bound according to the terms of this Guaranty.

²⁸ To be included for each Aerolitoral, S.A. de C.V. individual lease agreement.

²⁹ Aircraft type to be updated for each specific aircraft.

³⁰ Aircraft MSN to be inserted for each specific aircraft.

“Aerolitoral” states:

- a) That it is a company constituted under the laws of United Mexican States, as evidenced by means of the public deed number 40,167 dated December 31, 1996 granted before Roberto Nuñez y Bandera Notary Public No. 1 of the Federal District of Mexico, and that within its corporate purpose it is duly authorized to execute this Agreement.
- b) That its lawful representatives are [Messrs. César García Uribe y Sergio Armando Alemán Ortega, as evidenced in public deed number 55,470 dated November 3, 2010 granted before Mr. Angel Gilberto Adame López, Notary Public No. 233, of the Federal District of Mexico,] and that the capacities conferred therein have not been revoked, limited or modified in any form whatsoever.
- c) That on [_____] it entered into the Lease with respect to the Aircraft, as lessee, with Creditor, as lessor.
- d) That it intends to appear in this Agreement as main debtor in order to state that it is aware of the clauses thereof, its scope and the rights and obligations of the parties hereof, including those obligations that by virtue of this Agreement are assumed by the Guarantor and that it accepts that the foregoing shall become an integral part of the Lease as exhibit “Q”.

Once the foregoing is stated, the Parties have entered into this Agreement in accordance with the following:

CLAUSES

FIRST - Guarantor hereby grants in favor of Creditor this guaranty which may be enforced with respect to any of the obligations contained in the Lease of the Aircraft leased by Creditor, as lessor to Aerolitoral, as lessee.

SECOND - The Guarantor hereby agrees to pay the Creditor on a full, unconditional and irrevocable manner on behalf of Aerolitoral and on the due date and manner, any debt or any other amount when it must be paid by Aerolitoral according to the Lease and the Operative Documents, debts or amounts which are to be quantified by the Creditor in accordance with the Lease within the term set forth in Article 2189 of the Civil Code.

THIRD - The Guarantor agrees to perform, carry out or make, in favor of Creditor that Aerolitoral performs and/or complies all and any of its obligations derived from the Lease and from the Operative Documents.

FOURTH - Obligations of Guarantor under this guaranty shall be at least equal to any other unsecured debt obligations that may exist on the date hereof or at any time or that may be acquired by the Guarantor.

FIFTH - Guarantor shall not, except prior written authorization by Creditor, transfer, assign and/or convey any of the obligations contained in this Guaranty.

SIXTH - This Guaranty shall be valid before the authorized successors, beneficiaries and/or assignees of the Guarantor, and likewise, this Guaranty may be enforced by the Creditor, as well as by its successors, beneficiaries and/or assignees. The parties expressly agree that in the event that the rights or the rights and obligations of the Lessor under the Lease are fully or partially assigned to a third party, any such third party shall be considered to be the Creditor under this Agreement and for any

and all purposes all rights of the Creditor hereunder shall be considered to have been assigned for the benefit of such assignee.

SEVENTH - No action that the Guarantor may perform or that in any form may be filed against Aerolitoral, affecting the solvency or the assets of Aerolitoral under the Lease or the rights of the Creditor, as Lessor under the Lease or under this Guaranty as Creditor may cause a delay or excuse for validity and compliance with this Guaranty by Guarantor. In the same manner, no action that the Guarantor may perform against Aerolitoral in accordance with the Law of Insolvency Proceedings, as well as any action that is not expressly contemplated in the Lease and in the Operative Documents, against the existence and integrity of the assets or solvency of Aerolitoral, may be opposed as a delay or excuse for validity and compliance with this Guaranty by Guarantor.

EIGHTH - Guarantor agrees to: (i) deliver the Creditor, within 60 (sixty) days following termination of each calendar quarter of the year, a copy of the non audited financial statements of the immediate previous quarter, under the format generally used by Guarantor to submit such financial statements; and (ii) deliver the Creditor, once they are available to the Guarantor's shareholders, or not later than within the following 120 (one hundred twenty) days after the end of each fiscal year, a copy of its duly audited, consolidated financial statements, with the respective analytic ratios thereto, the statement of income, assets, liabilities, balance sheets, and any other annual report accompanying the financial statements. Such financial statements shall be prepared in accordance with Financial Information Norms and generally accepted accounting principles used in the United Mexican States.

NINTH - Any change in the control of Aerolitoral shall not cancel nor terminate this Guaranty, which shall continue in full force and effect even after such change of control becomes effective.

Merger or consolidation of Guarantor with another entity shall not cancel nor terminate this Guaranty, which shall continue in full force and effect even after such merger or consolidation becomes effective.

TENTH - For purposes of the Guaranty, the Guarantor expressly waives under the terms set forth in Article 2816 of the Federal Civil Code, the benefits of priority and excussion "*(orden y excusión)*" stated in Articles 2814, 2815, 2817, 2818, 2820 and 2822 of such statute and the articles related thereto applicable in the other states of the United Mexican States. Likewise, the Guarantor waives to the benefit of extinction of the Guaranty due to extension or deferral granted by the Creditor, and to demand the Creditor to file in court within the month beginning on the due date, even if the Guarantor is not required to do so and notwithstanding any actions within the proceedings might be ceased for more than three months, and to such effect, the Guarantor expressly waives the rights granted thereto in Articles 2846, 2847, 2848 and 2849 of the Federal Civil Code.

ELEVENTH - In the event that the Guarantor fails to comply with any of its obligations under the terms of this Guaranty, Creditor shall be entitled to terminate or claim the mandatory compliance of this Agreement and the Lease, without prejudice to the right of indemnity due to damages and losses.

TWELVETH - All notices and communications between the parties referred to herein, shall be in writing, and with acknowledgement of receipt, delivered to the domiciles mentioned below:

To Creditor:

[]³¹

Attention: Director

E-mail: nac@nac.dk

With a copy to:

³¹ To be updated for each individual lease agreement.

Nordic Aviation Capital Designated Activity Company
Gardens International
Henry Street
Limerick
Ireland
Attn.: CEO
Tel: +45 76 51 12 00
Email: nac@nac.dk

and

Carlos Alberto Sierra Navarro
Abogados Sierra, S.C.
Prolongación Reforma 1190 – 25th Floor
Col. Cruz Manca, Santa Fe 05349
México, DF
México

To Guarantor:

Aerovías de México, S.A. de C.V.
Paseo de la Reforma No. 445, Piso 8, Torre “A”
Col. Cuauhtémoc, C.P. 06500
México, D.F.
Tel: + (52) (55) 5063-4019
Fax: + (52) (55) 5063-5079
Attention: General Counsel

With copy to:

Aerolitoral, S.A. de C.V.
Paseo de la Reforma No. 445, Piso 8 Torre “A”
Col. Cuauhtémoc
C.P. 06500 México, D.F.
México
Tel: +52 (81) 8221 1600
Fax: +52 (81) 8221 1631
Attn: VP Operations

THIRTEENTH - Guarantor agrees to pay all the expenses incurred by Creditor, including, among others, judicial costs and expenses, attorney's fees and any other expenses incurred for the enforcement of this Guaranty.

FOURTEENTH - This Guaranty, together with the Lease are executed by the parties before a notary public. The parties agree to execute this guaranty as a public deed upon request of any of the parties herein and this guaranty will be enforced through the applicable judicial laws.

FIFTEENTH - This Guaranty is entered into in accordance with that stated in Title Thirteen, Chapter One of the Federal Civil Code, as well as in accordance with the applicable laws and regulations of the United Mexican States.

SIXTEENTH - Both parties agree that this Guaranty shall become an integral part of the Lease entered by and between Aerolitoral, as lessee, and the Creditor, as lessor, as exhibit "8", therefore this Agreement shall be deemed as an accessory thereto and have the same term without this implying that the Guaranty shall be extinguished upon termination of the Lease since both parties agree that the Guaranty shall be exclusively extinguished once all payment obligations of Aerolitoral in favor of Creditor, as Lessee, and which are pending have been paid.

The Guarantor states to be aware of the obligations of Aerolitoral under the Lease and with respect to which it becomes Guarantor, as well as of the termination, rescission and early termination causes of the Lease, and hereby consent that if such causes occur, the Creditor may directly use them against the Guarantor and may demand the same considerations which Aerolitoral agreed to comply with under the Lease.

SEVENTEENTH - The terms and expressions used in this Guaranty and which are not expressly defined herein shall have the definitions attributed thereto in the Lease.

EIGHTEENTH - For anything related to the construction and interpretation of this Guaranty the parties agree to submit themselves to the jurisdiction and venue of the courts of the Federal District of Mexico, thus expressly waiving right to any forum that may correspond thereto due to their present or future domiciles or for any reason whatsoever. Both parties agree that the counterpart signed in Spanish of this Guaranty shall be valid and prevail over the English version or over any other existing version.

(SIGNATURE PAGE FOLLOWS)

This Guaranty has been read by the parties and, being aware of its legal scope, it is executed on
this [_____].

AEROVÍAS DE MÉXICO, S.A. DE C.V.,

[_____] ³²,

as GUARANTOR:

as CREDITOR:

By: _____

By: _____

Name: _____

Name: _____

By: _____

Name: _____

With the appearance by:

AEROLITORAL:

By: _____

Name: _____

By: _____

Name: _____

³² NAC entity to be inserted for each specific aircraft.

EXECUTION PAGE

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed by their duly authorised officers on the date first written above.

[_____] ³³
(as Lessor)

[_____] ³⁴
(as Lessee)

By: _____
Name:
Title:

Place:

By: _____
Name:
Title:

Place:

³³ To be inserted for each specific aircraft.

³⁴ To be inserted for each specific aircraft.

Exhibit B to Motion

Summary

Material Terms: Form of Amended and Restated Aircraft Lease Agreement	
Leased Aircraft	Eighteen Embraer ERJ 190-100IGW aircraft
MSNs	<p>Aircraft Pool #1</p> <ul style="list-style-type: none"> • MSN 19000146 • MSN 19000197 • MSN 19000206 • MSN 19000151 • MSN 19000024 • MSN 19000121 • MSN 19000129 <p>Aircraft Pool #2</p> <ul style="list-style-type: none"> • MSN 19000234 • MSN 19000238 • MSN 19000248 <p>Aircraft Pool #3</p> <ul style="list-style-type: none"> • MSN 19000043 • MSN 19000036 • MSN 19000041 • MSN 19000037 • MSN 19000068 • MSN 19000097 <p>Aircraft Pool #4</p> <ul style="list-style-type: none"> • MSN 19000538 <p>Aircraft Pool #5</p> <ul style="list-style-type: none"> • MSN 19000554
Term	<p>The Base Lease Term shall commence on the Lease Commencement Date and end on:</p> <p>Aircraft Pool #1</p> <ul style="list-style-type: none"> • MSN 19000146: [REDACTED] • MSN 19000197: [REDACTED] • MSN 19000206: [REDACTED] • MSN 19000151: [REDACTED] • MSN 19000024: [REDACTED] • MSN 19000121: [REDACTED] • MSN 19000129: [REDACTED] <p>Aircraft Pool #2</p>

Material Terms: Form of Amended and Restated Aircraft Lease Agreement	
	<ul style="list-style-type: none"> • MSN 19000234: [REDACTED] • MSN 19000238: [REDACTED] • MSN 19000248: [REDACTED] <p>Aircraft Pool #3</p> <ul style="list-style-type: none"> • MSN 19000043: [REDACTED] • MSN 19000036: [REDACTED] • MSN 19000041: [REDACTED] • MSN 19000037: [REDACTED] • MSN 19000068: [REDACTED] • MSN 19000097: [REDACTED] <p>Aircraft Pool #4</p> <ul style="list-style-type: none"> • MSN 19000538: [REDACTED] <p>Aircraft Pool #5</p> <ul style="list-style-type: none"> • MSN 19000554: [REDACTED]
Power-by-the-Hour Period	PBH Rent shall be paid for the period from and including the Effective Date up to and including [REDACTED].
Power-by-the-Hour Pricing	<p>Lessee shall pay to Lessor in arrears PBH Rent for the leasing of the Aircraft at the following hourly rates: [REDACTED]</p> <p>PBH Rent will be based on [REDACTED] and will be calculated in accordance with the following formula:</p> <p>$W = [REDACTED]$</p> <p>where:</p> <p>[REDACTED]</p>
Monthly Rent per Aircraft	<p>For the period following the final day of the PBH Period throughout the remainder of the Lease Term, Lessee shall pay to Lessor, in advance, on the first day of each month, an amount of US\$[REDACTED] per month as Fixed Rent for the leasing of the Aircraft.</p> <p>[REDACTED]</p>