

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

In re:

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

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

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

Upon the notice of assumption of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”)¹, filed on October 15, 2021 [ECF No. 1904] (the “**Notice**”)² pursuant to the *Order Approving Procedures for the Assumption of Executory Contracts and Unexpired Leases*, dated April 20, 2021 [ECF No. 1085] (the “**Assumption Procedures Order**”); and the Court having jurisdiction to consider the Notice and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Notice and the requested relief being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Notice having been provided in accordance with the Assumption Procedures Order; and no other or further notice need be provided; and the relief requested in the Notice being in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having reviewed the Notice; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de Mexico, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; and Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Notice.

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

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

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

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

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

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

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

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

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

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

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

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

Dated: November 12, 2021
New York, New York

/S/ Shelley C. Chapman

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE A

Assumed Contracts¹

Counterparty	Debtor Counterparty	Description of Contract²	Cure Amount	Assumption Date	Address	Description of Material Amendments Made in Connection with Assumption
Equipment Support Aircraft Sa De Cv (Cargo)	Aerovías Empresa de Cargo, S.A. de C.V.	Convenio Modificatorio De Fecha 01 De Septiembre De 2021 (El “Convenio”) Al Contrato De Prestación De Servicios De Fecha 01 De Enero De 2009	888,849 MXN	10/15/2021	Calle 31 De Julio De 1859 Mz 102 Lt 1092 Leyes De Reforma 2nd Section Iztapalapa, Cdmx, 09310	Change of Term - 1 Year
Equipment Support Aircraft Sa De Cv (Aerovías)	Aerovías de México, S.A. de C.V.	Convenio Modificatorio De Fecha 01 De Septiembre De 2021 (El “Convenio”) Al Contrato De Prestación De Servicios De Fecha 01 De Enero De 2009	763,797 MXN	10/15/2021	Calle 31 De Julio De 1859 Mz 102 Lt 1092 Leyes De Reforma 2nd Section Iztapalapa, Cdmx, 09310	Change of Term - 1 Year
Fabrica De Soluciones Rak Sa De Cv	Aerovías Empresa de Cargo, S.A. de C.V.	Master Service Agreement Dtd 1/1/2018	1,628,194 MXN	10/15/2021	Bosques De Viena No. 252; Bosques Del Lago Cuautitlan Izcalli 54766 Mexico	N/A

¹ Certain contracts that were listed on the *Sixth Notice of Assumption of Executory Contracts and Unexpired Leases* [ECF No. 1904] are not included herein; however, their exclusion does not constitute a rejection of such contracts and the Debtors reserve their right to assume such contracts in the future.

² The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Accelya Middle East Fze	Aerovías Empresa de Cargo, S.A. de C.V.	Amendment No. 1 To Master Services Agreement for the Provision Of Information Technology Related Services	33,994 USD	10/15/2021	E' Wing 301 – 305, Dubai Silicon Oasis HQ, Dubai Silicon Oasis, Dubai, UAE	N/A
Accelya World SI (Previously Accelya America S.A. De CV) (MXN)	Aerovías de México, S.A. de C.V.	Contrato para eSmash Flat Files	301,151 MXN	10/15/2021	567 Diagonal Avenue 08029 Barcelona (Spain)	N/A
Accelya World SI (Previously Accelya America S.A. De CV) (EUR)	Aerovías de México, S.A. de C.V.	Contrato para eSmash Flat Files	2,792 EUR	10/15/2021	567 Diagonal Avenue 08029 Barcelona (Spain)	N/A
Bicentel SA De CV	Aerovías de México, S.A. de C.V.	Procurement: Telecommunications Services Agreement Dtd 8/7/2018	443,584 MXN	10/15/2021	Av. Paseo De Las Palmas No. 340; Piso 5 ; Lomas De Chapultepec I Secc Miguel Hidalgo Ciudad De Mexico 11000 Mexico	N/A
Teica SA De CV	Aerovías de México, S.A. de C.V.	Contrato De Prestacion De Servicios	140,410 MXN	10/15/2021	Ruben M Campos 2612 Villa De Cortes Mexico Cdmx 3530 Mx	N/A
Agencia Warren Srl De CV	Aerovías de México, S.A. de C.V. / Aerolitoral, S.A. de C.V.	Iata Standard Land Assistance Contract Ahm 810 Jata 98	388,639 HNL	10/15/2021	Aeropuerto Internacional Toncontin, Costado Sur del Correo Nacional. Tegucigalpa, M.D.C., Honduras	N/A
Luxury Hotels International	Aerovías de México, S.A. de C.V.	Amendment No. 1 to the Hotel Accomodation Agreement	0 CAD	10/15/2021	1128 West Hastings, Vancouver, BC, V6E 4R5	Rate Adjustments and Term Extension

Hotel Colon Internacional CA	Aerovías de México, S.A. de C.V.	Primer Convenio Modificadorio De Fecha 01 De Octubre De 2021 Al Contrato De Prestación De Servicios De Hospedaje De Fecha 01 De Enero De 2019	0 USD	10/15/2021	Av. Amazonas N19- 14 y Patria, Quito, Ecuador	Rate Adjustments and Term Extension
---------------------------------	--	--	-------	------------	---	---