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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 ENTRY INTO SIDE AGREEMENT REGARDING
EXTENSION OF AIRCRAFT RETURN DATE AND RELATED
DEADLINE FOR FILING CLAIMS FOR REJECTED AIRCRAFT LEASE
OF MSN 43860 PINATA AIRCRAFT**

Pursuant to 28 U.S.C. § 1746 and in accordance with the United States Bankruptcy Court's (the "**Court**") case management procedures set forth in the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79] (the "**Case Management Order**"), the undersigned hereby submits as follows:

1. Pinata Leasing Co., Ltd., as lessor (the "**Lessor**"), and Aerovías de México, S.A. de C.V., as lessee (the "**Lessee**"), are parties to that certain Aircraft Lease Agreement, dated October 4, 2016 (as amended, restated, novated, supplemented and otherwise modified from time to time, the "**Lease**"), that

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.

provided leasing arrangements for that that certain Boeing model 787-9 airframe bearing manufacturer's serial number 43860 and Mexican registration mark XA-ADC, together with two General Electric Company model GEnx-1B74/75 engines respectively bearing manufacturer's serial numbers 956828 and 956829, along with related parts, equipment and records (the "**Aircraft**"), all as more particularly described in the Lease.

2. On September 21, 2020, the Bankruptcy Court entered that certain Stipulation and Order Between Debtors and Counterparties Concerning Certain Equipment [Docket No. 424] in respect of the Aircraft (the "**Stipulation**"), between the Counterparties² and the Lessee that governs, among other items, certain interim usage, storage, maintenance, power-by-the-hour rental and return arrangements for the Aircraft. Under the Stipulation, (i) the Debtors may seek the rejection of the Lease; and (ii) in such circumstance, pursuant to Decretal Paragraphs 1(c) and 4, the Parties may agree to adjust the date that the Aircraft is returned by the Lessee to the Counterparties (the "**Return Date**") without further court order.

3. On October 27, 2020 the Bankruptcy Court entered that certain Order Establishing Procedures for the Rejection of Executory Contracts and Unexpired Leases and the Abandonment of Personal Property [Docket No. 584] (the "**Rejection Procedures Order**"), that, *inter alia*, (i) approved certain procedures for the rejection of unexpired aircraft leases agreements and (ii) pursuant to Decretal Paragraph 3(f), allowed the parties to set a different deadline for the rejection and return of any leased property that was rejected by the Debtors in the Bankruptcy Cases.

4. On August 20, 2021, the Lessee and the other Debtors filed a motion seeking to reject the Lease. On September 20, 2021, the Bankruptcy Court entered an order (the "**Rejection Order**") approving the rejection of the Lease as of October 15, 2021 (such date, the "**Rejection Date**"). Additionally, the Rejection Order established a deadline for filing rejection damages claims, which deadline for filing

² Collectively, the Financing Parties (as defined in that certain Loan Facility Agreement, dated October 4, 2016 among the Lessor, as borrower, Sumitomo Mitsui Banking Corporation, New York Branch, as the original facility agent and Sumitomo Mitsui Banking Corporation, New York Branch, as the original security agent) and the Lessor are referred to herein as the "**Counterparties**" and each a "**Counterparty**".

rejection and associated damage claims was set for 30 days after the Rejection Date (the “**Rejection Claims Bar Date**”).

5. As part of the rejection process, and in accordance with the terms of Decretal Paragraph 4(a)(y) of the Stipulation, the return location for the Aircraft was set for ComAv Technical Services, 18438 Readiness Street, Victorville, CA 92394 (the “**Return Location**”).

6. Counsel for the Debtors and the Counterparties have agreed to enter into the Agreement, attached hereto as **Exhibit A**, which (a) extends to December 15, 2021 the applicable Rejection Date for the Lease, under both the Rejection Order and the Rejection Procedures Order; (b) extends to December 15, 2021 the Return Date for the Aircraft; (c) extends the Rejection Claims Bar Date until 30 days after the extended Rejection Date; and (d) acknowledges that the Debtors have not yet returned the Aircraft and the Stipulation remain remains in effect through the extended Rejection Date (unless such Aircraft is returned earlier to the Return Location).

7. In light of the foregoing, the Debtors respectfully submit, in accordance with 28 U.S.C. § 1746 and the Case Management Order, the Agreement.

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Dated: November 15, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Tim Graulich

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Exhibit A

Agreement

**SIDE AGREEMENT REGARDING EXTENSION OF AIRCRAFT RETURN
DATE AND RELATED DEADLINE FOR FILING CLAIMS FOR
REJECTED AIRCRAFT LEASE OF MSN 43860 PINATA AIRCRAFT**

THIS SIDE AGREEMENT REGARDING EXTENSION OF AIRCRAFT RETURN AND RELATED DEADLINE FOR FILING CLAIMS FOR REJECTED AIRCRAFT LEASE OF MSN 43860 PINATA AIRCRAFT (the “Side Agreement”) is dated November 13, 2021 between (a) Aerovías de México, S.A. de C.V., as lessee (the “Lessee”), and the other Debtors (as defined herein) and (b) Belgooly LLC, as the current Majority Lender (as defined herein), as the controlling Counterparty (as defined in the Stipulation) with respect to the JOLCO Transaction (as defined herein) (the “Controlling Counterparty”). Collectively, the Debtors and the Controlling Counterparty are referred to herein as the “Parties” and each a “Party”.

WHEREAS, Pinata Leasing Co., Ltd., as lessor (the “Lessor”), and the Lessee, as lessee, are parties to that certain Aircraft Lease Agreement, dated October 4, 2016 (as amended, restated, novated, supplemented and otherwise modified from time to time, the “Lease”), that provided leasing arrangements for that that certain Boeing model 787-9 airframe bearing manufacturer’s serial number 43860 and Mexican registration mark XA-ADC, together with two General Electric Company model GEnx-1B74/75 engines respectively bearing manufacturer’s serial numbers 956828 and 956829, along with related parts, equipment and records (the “Aircraft”), all as more particularly described in the Lease.

WHEREAS, the Aircraft is the subject of the JOLCO transaction, as evidenced, *inter alia*, by (a) the Lease, (b) that certain Loan Facility Agreement, dated October 4, 2016 (as amended, modified, supplemented, assigned and in effect, the “Loan Agreement”), among the Lessor, as borrower, Sumitomo Mitsui Banking Corporation, New York Branch, as the original facility agent (in such capacity, as such capacity has been succeeded to by Bank of Utah in accordance with the terms of the Loan Agreement and other operative documents, the “Facility Agent”), Sumitomo Mitsui Banking Corporation, New York Branch, as the original security agent (in such capacity, as such capacity may be succeeded to by a different entity in accordance with the terms of the Loan Agreement and other operative documents, the “Security Agent”), and each of Sumitomo Mitsui Banking Corporation, New York Branch, Sumitomo Mitsui Trust Bank, Limited, New York Branch, Norddeutsche Landesbank Girozentrale and BOT Lease Co., Ltd., as lenders (in such capacity, as such capacity may be succeeded to by different entity or entities in accordance with the terms of the Loan Agreement and other operative documents, the “Lenders”, and along with the Facility Agent and the Security Agent, the “Financing Parties”)¹, and (c) the other Operative Documents (as defined in the Loan Agreement, the “Operative Documents”; such transaction, the “JOLCO Transaction”). Currently, the Controlling Counterparty is the sole (100%) Lender under the Loan Agreement and other Operative Documents.

WHEREAS, the Controlling Counterparty currently controls the beneficial equity interests in the Lessor and, subject to certain limitations that are not applicable to the terms of this Side Agreement, can direct the Lessor to comply with the terms of this Side Agreement. Likewise, as

¹ Collectively, the Financing Parties and the Lessor are referred to herein as the “Counterparties” and each a “Counterparty”.

the Lender holding 100% of the Loans, the Controlling Counterparty has the power and authority to direct the other Counterparties to comply with the terms of this Side Agreement.

WHEREAS, the Lessee and certain of its affiliates, as debtors and debtors-in-possession (collectively, the “Debtors”), filed petitions on June 30, 2020 under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §101 *et. seq.* (the “Bankruptcy Code”), commencing bankruptcy cases before the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) under the procedurally consolidated case name of *In re Grupo Aeroméxico, S.A.B. de C.V., et al.*, Case No. 20-11563 (SCC) (collectively, the “Bankruptcy Cases”).

WHEREAS, on September 21, 2020, the Bankruptcy Court entered that certain Stipulation and Order Between Debtors and Counterparties Concerning Certain Equipment [Docket No. 424] in respect of the Aircraft (the “Stipulation”), between the Counterparties and the Lessee that governs, among other items, certain interim usage, storage, maintenance, power-by-the-hour rental and return arrangements for the Aircraft. Under the Stipulation, (i) the Debtors are allowed to seek the rejection of the Lease; and (ii) in such circumstance, without court order, under Decretal Paragraphs 1(c) and 4 of the Stipulation, the Parties can agree to adjust the date that the Aircraft is returned by the Lessee to the Counterparties (the “Return Date”).

WHEREAS, the Bankruptcy Court entered that certain Order Establishing Procedures for the Rejection of Executory Contracts and Unexpired Leases and the Abandonment of Personal Property on October 27, 2020 [Docket No. 584] (the “Rejection Procedures Order”), that, *inter alia*, (i) approved certain procedures for the rejection of unexpired aircraft leases agreements and (ii) pursuant to Decretal Paragraph 3(f), allowed the parties to set a different deadline for the rejection and return of any leased property that was rejected by the Debtors in the Bankruptcy Cases.

WHEREAS, on August 20, 2021, the Lessee and the other Debtors filed a motion seeking to reject the Lease. On September 20, 2021, the Bankruptcy Court entered an order (the “Rejection Order”) approving the rejection of the Lease as of October 15, 2021 (such date, the “Rejection Date”), thereby triggering the obligation of the Debtors to return the Aircraft on or about the Rejection Date. Additionally, the Rejection Order established a deadline for filing rejection damages claims, which deadline was set to occur after the effective date of such rejection and the associated return of the Aircraft, which deadline for filing rejection and associated damage claims was set for 30 days after the Rejection Date (the “Rejection Claims Bar Date”).

WHEREAS, as part of the rejection process, and in accordance with the terms of Decretal Paragraphs 4(a)(y) of the Stipulation, the return location for the Aircraft was set for ComAv Technical Services, 18438 Readiness Street, Victorville, CA 92394 (the “Return Location”).

WHEREAS, by executing this Side Agreement, the Parties have agreed (a) pursuant to the terms of the Rejection Procedures Order, to extend the Rejection Date, which is the effective date for the rejection of the Lease, under both the Rejection Order and the Rejection Procedures Order, to December 15, 2021; (b) to extend the Return Date to December 15, 2021; (c) to extend the Rejection Claims Bar Date for 30 days after the extended Rejection Date; and (d) to acknowledge that the Debtors have not yet returned the Aircraft and the Stipulation remain in effect

through the extended Rejection Date (unless such Aircraft is returned earlier to the Return Location).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessee and the Lessor hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Stipulation or, if not defined therein, in the Leases or, if not defined in the Stipulation or the Leases, in the Loan Agreement.

2. **Extension Agreements.** The Parties agree to each of the following:

(a) Pursuant to Decretal Paragraph 3(f) of the Rejection Procedures Order, to re-set and extend the effective date of the rejection of the Lease and the so-called "Rejection Date" under the Rejection Order to December 15, 2021 (or such other date as agreed upon in writing by the Parties, the "Extended Rejection Date");

(b) the deadline for the return of the Aircraft under the Rejection Procedures Order and the Stipulation shall be extended to the Extended Rejection Date (or such other date as agreed upon in writing by the Parties);

(c) Pursuant to Decretal Paragraph 3 of the Rejection Order, the extension of the Rejection Date resets the deadline for any of the Counterparties to file any supplemental proofs of claim for any rejection claim under section 502 of the Bankruptcy Code or other general unsecured claims in connection with the rejection of the Lease to a deadline that is the later of (i) 30 days after the Extended Rejection Date and (ii) 30 days after the date that the Aircraft is returned to the Return Location; and

(d) the Stipulation remains in full force and effect until the earlier of (a) the date that the Aircraft is returned to the Return Location or (b) such other date that the "Stipulation Period" terminates under Decretal Paragraphs 1(a)(ii) through (vii) of the Stipulation.

3. **Implementation of Agreements.** Each of the Parties agrees that it will not take any action or assert any positions in any legal pleadings, filings or other papers (whether in the affirmative or as a defence to any claim) that contravenes the extension periods and extended deadlines provided for in this Side Agreement; *provided, however*, that nothing herein shall impair, alter, modify or prejudice in any way any other rights, claims or defences held by any Party. Additionally, the Majority Lender shall cause the Lessee, the Security Agent and the Facility Agent to comply with and abide by the terms and provisions of this Side Agreement.

4. **Miscellaneous**

(a) This Side Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission or electronic mail in portable document format (PDF) shall be deemed to be an original signature hereto.

(b) By executing this Side Agreement, each of the Parties hereto represents and warrants to the other that it has the full authority and legal right and power to execute and deliver this Side Agreement and to perform the terms hereof and the transactions contemplated hereby. The Debtors hereby further agree that they are authorized to bind their respective estates in the Bankruptcy Cases to the terms of this Side Agreement. The Controlling Counterparty hereby further agrees that it can direct the Lessee, the Security Agent and the Facility Agent to be bound by and abide by the terms of this Side Agreement.

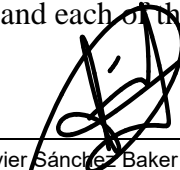
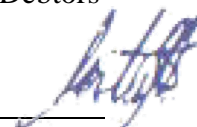
(c) This Side Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) The Parties further agree that the Bankruptcy Court shall have exclusive jurisdiction to hear disputes arising from or related to this Side Agreement (unless the Bankruptcy Court declines to exercise such jurisdiction, in which case the state and federal courts in the State of New York shall have jurisdiction to hear disputes arising from or related to this Side Agreement).

[Signature Page Follows]

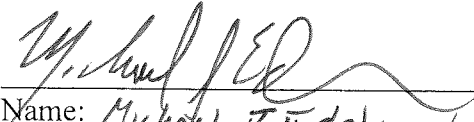
IN WITNESS WHEREOF, this Side Agreement has been executed and delivered by each of the undersigned as of the date first written above.

AEROVÍAS DE MÉXICO, S.A. DE C.V., on
behalf of itself and each of the other Debtors

By:  
Name: Ricardo Javier Sánchez Baker / Isis Alcestes Montes de Oca Hernández
Title: Attorneys in Fact



Vedder Price P.C. on behalf of Belgooly LLC, as the
Controlling Counterparty

By: 
Name: Michael J. Edelman
Title: shareholder