

**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 (I) AUTHORIZING DEBTOR AEROVÍAS DE MÉXICO, S.A. DE C.V.
TO ASSUME (ON AN AMENDED BASIS) THAT CERTAIN LEASE
AGREEMENT AND (II) APPROVING THE CLAIMS SETTLEMENT WITH
AERGEN AIRCRAFT SIXTEEN LIMITED**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), (i) authorizing, but not directing, Debtor Aerovías de México, S.A. de C.V. (the “**Debtor Lessee**”) to assume the Aircraft Lease on an amended basis on terms substantially consistent with those set forth in the Amended Aircraft Lease (a form of which is attached hereto as **Exhibit 1**) and (ii) 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-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

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.

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 November 16, 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. The Carlyle Transactions are hereby approved and the Debtors are authorized (but not directed), pursuant to section 365 of the Bankruptcy Code, to (a) assume the Aircraft Lease on an amended basis on terms substantially consistent with those set forth in the Amended Aircraft Lease and (b) pay all amounts and otherwise perform all obligations under the Amended Aircraft Lease in accordance with the terms thereof. The Aircraft Lease, as amended, shall be deemed assumed by the Debtors upon the effectiveness of the Amended Aircraft Lease in accordance with its terms, and, upon such effectiveness, the Amended Aircraft Lease shall be in full force and effect and the Debtor Lessee shall be obligated to perform all of its obligations thereunder without the need for further notice or action by the Debtor Lessee or the Lessor or further order of the Court.
3. Subject to the Debtor Lessee’s continued compliance with the terms of the Aircraft Lease and the Equipment Stipulation, the Debtor Lessee shall pay \$0.00 to the

Lessor (inclusive of its affiliates) in satisfaction of its obligation to cure any defaults under the Aircraft Lease in accordance with section 365(b)(1)(A) of the Bankruptcy Code.

4. The Debtors are authorized (but not directed) to enter into, and perform their obligations under, all exhibits, addenda, and other agreements contemplated by the Amended Aircraft Lease without further approval of the Court.

5. The Debtors and the Lessor are authorized (but not directed) to (a) execute, deliver, provide, implement, and fully perform any and all obligations, instruments, and papers necessary or advisable to implement the Amended Aircraft Lease and (b) take any and all actions to implement the Amended Aircraft Lease.

6. From and after the effective date of the Amended Aircraft Lease, the obligations of the Debtors under the 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. For the avoidance of doubt, the Debtors' obligations under the Amended Aircraft Lease shall be binding upon and constitute obligations of the applicable reorganized Debtors or any successor entity notwithstanding the confirmation or effectiveness of any chapter 11 plan of reorganization confirmed in the Chapter 11 Cases.

7. The Claims Settlement is (a) integral and necessary to the Carlyle Transactions, (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, the Lessor, and their respective affiliates.

8. In accordance with the Claims Settlement, the claim assigned number 14028 shall be deemed an allowed non-priority general unsecured claim in the final amount of

\$2,613,060 against the bankruptcy estate of the Debtor Lessee on account of all pre-assumption claims relating to the Aircraft or the Aircraft Lease in the Chapter 11 Cases (or any subsequent chapter 7 case in the event of conversion) (collectively, the “**Allowed Claim**”). For the avoidance of doubt, the Allowed Claim shall constitute the only allowed pre-assumption claim relating to the Aircraft or the Aircraft Lease in the Chapter 11 Cases and nothing herein or in the Motion shall modify or impair any other claims of the Lessor or its affiliated entities relating to any aircraft other than the Aircraft.

9. In accordance with the Claims Settlement, and subject to the Debtor Lessee’s continued compliance with the terms of the Aircraft Lease and the Equipment Stipulation, all other pre-assumption claims against the Debtors relating to the Aircraft or the Aircraft Lease in the Chapter 11 Cases are hereby deemed withdrawn (collectively, the “**Withdrawn Claims**”).

10. The Allowed Claim shall be automatically allowed for all purposes in the Chapter 11 Cases, and the Withdrawn Claims shall be automatically withdrawn, upon the effectiveness of the Amended Aircraft Lease, and no further notice or action shall be required of the Lessor or the Debtors to effectuate the allowance or withdrawal, as applicable, of such claims upon such occurrence. From and after the effective date of the Amended Aircraft Lease, 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 Allowed Claim and the withdrawal of the Withdrawn Claims as set forth in this Order.

11. A chapter 11 plan shall be deemed a “**Complying Plan**” if it treats the Allowed Claim (a) as an allowed general unsecured non-priority claim not subject to reconsideration under section 502 of the Bankruptcy Code and (b) no worse than the non-

priority unsecured claims of any other aircraft or engine lessor whose claims run solely against the Debtor Lessee (other than de minimis “convenience class” claims).

12. The Lessor or the applicable holder of the Allowed Claim (or any portion thereof) shall support any Complying Plan proposed by the Debtors by voting in favor of a Complying Plan. The obligations under this Order, including, without limitation, the obligation to vote the Allowed Claim in favor of a Complying Plan, shall be binding on the Debtors, the Lessor, any successor or assignee, or the transferee of the Allowed Claims (or any portion thereof).

13. 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 Lessor, its affiliates, and all other persons asserting interests in the Aircraft or the Aircraft Lease.

14. 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.

15. 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 and the Amended Aircraft Lease.

Dated: November 16, 2021
New York, New York

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