

**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 AEROLITORAL, S.A. DE C.V.
TO ASSUME THAT CERTAIN POOL AGREEMENT AND
(II) APPROVING THE CLAIMS SETTLEMENT
WITH EMBRAER AIRCRAFT CUSTOMER SERVICES, LLC**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), (i) authorizing Debtor Aerolitoral, S.A. de C.V. (“**Aerolitoral**”) to assume the Pool Agreement and (ii) approving the Claims Settlement, each as set forth more fully in the Motion and the Sánchez 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 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

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 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. Aerolitoral is authorized, pursuant to and in accordance with section 365 of the Bankruptcy Code, to (a) assume the Pool Agreement and (b) pay all amounts and otherwise perform all obligations under the Pool Agreement in accordance with the terms thereof.
3. Aerolitoral is authorized to enter into ordinary course amendments to the Pool Agreement from time to time without further order of the Court, subject to the terms and conditions set forth in the Pool Agreement.
4. The Debtors are authorized (but not directed) to execute, deliver, provide, implement, and fully perform any and all obligations, instruments, and papers provided for or contemplated in the Pool Agreement.
5. Aerolitoral shall pay, as soon as reasonably practicable, to Embraer \$1,000,000 in cash, thereby satisfying its obligation to pay all Cure Costs under the Pool Agreement in accordance with section 365(b)(1)(A) of the Bankruptcy Code .

6. From and after entry of this Order, the obligations of Aerolitoral under the Pool Agreement shall constitute administrative expenses of Aerolitoral's estate 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 Embraer 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 and the Claimants.

8. In accordance with the Claims Settlement, Claimants shall have the following allowed non-priority general unsecured claims (the "**Allowed Claims**") in the aggregate amount of \$10,460,278.96 on account of any and all claims against the Debtors in the Chapter 11 Cases belonging to the Claimants:

Claim / Schedule Number(s)	Claimant	Debtor	Treatment	Amount of Allowed Claim
Claim # 14073 / Schedule # 565013640	Embraer Aircraft Customer Services, LLC	Aerolitoral	Allowed in part	\$9,657,118.07
Claim # 14077	Embraer Aircraft Customer Services, LLC	Aerovías	Allowed	\$3,194.43
Claim # 14084 / Schedule # 565013730	Embraer Aircraft France – EAF SAS	Aerolitoral	Allowed	\$15,579.88
Claim # 14101 / Schedule # 565013630	Yaborã Indústria Aeronáutica S.A.	Aerolitoral	Allowed	\$649,386.58
Claim # 14102	Yaborã Indústria Aeronáutica S.A.	Aerovías	Allowed	\$135,000.00

For the avoidance of doubt, the amount of the Claims Settlement shall constitute the only claims belonging to the Claimants allowed in the Chapter 11 Cases.

9. In accordance with the Claims Settlement, any and all other claims against the Debtors belonging to the Claimants in the Chapter 11 Cases are hereby deemed withdrawn (collectively, the "**Withdrawn Claims**"), including, without limitation, the following claims:

Claim / Schedule Number	Claimant	Debtor	Treatment	Amount of Withdrawn Claim
Claim # 14073 / Schedule # 565013640	Embraer Aircraft Customer Services, LLC	Aerolitoral	Withdrawn in part	\$1,000,000.00
Schedule # 565013730	Embraer International SAS	Aerolitoral	Withdrawn	\$3,301.52
Schedule # 565013630	Embraer	Aerolitoral	Withdrawn	\$483,435.79
Schedule # 565013540	EAMS	Aerolitoral	Withdrawn	\$8,472,014

10. The Allowed Claims shall be automatically allowed, and the Withdrawn Claims shall be automatically withdrawn upon entry of this Order, and no further notice or action shall be required of the Debtors or the Claimants to effectuate the allowance or withdrawal, as applicable, of such claims. Upon entry of this Order, 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 Claims and the withdrawal of the Withdrawn Claims as set forth in this Order.

11. Claimants holding Allowed Claims (or any portion thereof) shall support a Complying Plan³ proposed by the Debtors, including, without limitation, by voting in favor of a Complying Plan. The obligations under this Order, including, without limitation, the obligation to vote Allowed Claims in favor of a Complying Plan, shall be binding on the Debtors, the Claimants, any successor or assignee, or any transferee of the Allowed Claims (or any portion thereof).

³ A chapter 11 plan shall be deemed a “Complying Plan” if it treats the Allowed Claims (a) as allowed general unsecured non-priority claims not subject to reconsideration under section 502 of the Bankruptcy Code and (b) no worse than the non-priority unsecured claims of other contract counterparties whose claims run solely against the applicable Debtor (other than de minimis “convenience class” claims).

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 Claimants and all other persons asserting an interest in the Pool Agreement.

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.

Dated: November 16, 2021
New York, New York

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