

**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**”)<sup>1</sup>, filed on October 27, 2021 [ECF No. 1999] (the “**Notice**”)<sup>2</sup> 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:**

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<sup>1</sup> 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.

<sup>2</sup> 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 24, 2021  
New York, New York

/S/ Shelley C. Chapman

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE A**

**Assumed Contracts**

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Cure Amount</b>	<b>Assumption Date</b>	<b>Address</b>	<b>Description of Material Amendments Made in Connection with Assumption</b>
CAE CFT BV	Aerovías de México, S.A. de C.V.	1) Operational Lease Agreement dated as of March 20, 2015 between CAE CFT BV as lessor and Aerovías de México, S.A. de C.V. as lessee  2) Training Services Commercial Agreement dated March 1st, 2016 between CAE Inc. and Aerovias de Mexico S.A. de C.V.	239,931 USD	11/19/2021	Av. Orlanda Bergamo, 490 Guarulhos, SP, Brazil CEP 07232-151	1) Term Extension and Rent Credits  2) Credits for Training Costs
CAE CFT BV	Aerovías de México, S.A. de C.V.	1) Operational Lease Agreement dated as of March 20, 2015 between CAE CFT BV as lessor and Aerovías de México, S.A. de C.V. as lessee  2) Training Services Commercial Agreement dated March 1st, 2016 between CAE Inc. and Aerovias de Mexico S.A. de C.V.	867,328,7 28 COP	11/19/2021	Av. Orlanda Bergamo, 490 Guarulhos, SP, Brazil CEP 07232-151	1) Term Extension and Rent Credits  2) Credits for Training Costs

<sup>1</sup> 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.

CORTES CASTRO GREGORIO HUMBERTO FERNANDO	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement	129,254 MXN	11/19/2021	Jorge jimenez Cantu #5, San Sebastian, C.P. 56600, Chalco, Estado de México	Term Extension and Price Reduction
CSI LEASING MEXICO S DE RL DE CV	Aerovías de México, S.A. de C.V.	Master Equipment Lease Agreement DTD 1/31/2020	44,254 USD	10/27/2021	Insurgentes Sur 1602, INT. Piso 10 Oficina 1002, COL Benito Juárez, Benito Juárez, Ciudad de México Mexico C.P. 03940	N/A
ENTSERV ENTERPRISE SERVICES MEXICO S DE RL DE CV (MXN)	Aerovías de México, S.A. de C.V.	Third Amendment to the IT Services Agreement	23,330,60 3 MXN	11/19/2021	Prolongación Reforma 700, Lomas de Santa Fe, 01210 México, D.F.	Term Extension, Termination Clause and Price Reduction
ENTSERV ENTERPRISE SERVICES MEXICO S DE RL DE CV (USD)	Aerovías de México, S.A. de C.V.	Third Amendment to the IT Services Agreement	1,248,530 USD	11/19/2021	Prolongación Reforma 700, Lomas de Santa Fe, 01210 México, D.F.	Term Extension, Termination Clause and Price Reduction
GRUPO CONSULMED SA DE CV (Aeroliteral)	Aerolitoral, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	375,507 MXN	11/19/2021	Cto Economistas 15A Cto Novelistas Y Periferico Ciudad Satelite. C.P. 53100 Naucalpan De Juarez, Mex.	Term Extension and Amendments Regarding the Labor Law

GRUPO CONSULMED SA DE CV (Aerovias)	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	2,181,797 MXN	11/19/2021	Cto Economistas 15A Cto Novelistas Y Periferico Ciudad Satelite. C.P. 53100 Naucalpan De Juarez, Mex.	Term Extension and Amendments Regarding the Labor Law
GRUPO CONSULMED SA DE CV (Cargo)	Aerovías Empresa de Cargo, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	340,182 MXN	11/19/2021	Cto Economistas 15A Cto Novelistas Y Periferico Ciudad Satelite. C.P. 53100 Naucalpan De Juarez, Mex.	Term Extension and Amendments Regarding the Labor Law
HEWLETT PACKARD (MXN)	Aerovías de México, S.A. de C.V.	Master Equipment Lease Agreement DTD 8/1/2007	5,081,495 MXN	10/27/2021	Prolongación Reforma 700, Lomas de Santa Fe, 01210 México, D.F.	N/A
HEWLETT PACKARD (USD)	Aerovías de México, S.A. de C.V.	Master Equipment Lease Agreement DTD 8/1/2007	139,400 USD	10/27/2021	Prolongación Reforma 700, Lomas de Santa Fe, 01210 México, D.F.	N/A
IBN INDUSTRIAS MILITARES Y DE ALTA TECNOLOGIA BALISTICA SA	Aerolitoral, S.A. de C.V.	Amendment to the Services Agreement - Private Security Specialized Services	388,002 MXN	11/19/2021	Boulevard Adolfo Ruiz Cortinez #3070 Col Jardiens Del Pedregal Alcaldia Alvaro Obregon Cuidad	Term Extension, Amendments Regarding the Labor Law and Rate Adjustments

DE CV (Aeroliteral)					De Mexico 1900 Mexico	
IBN INDUSTRIAS MILITARES Y DE ALTA TECNOLOGIA BALISTICA SA DE CV (Aerovias)	Aerovías de México, S.A. de C.V.	Amendment to the Services Agreement - Private Security Specialized Services	6,447,423 MXN	11/19/2021	Boulevard Adolfo Ruiz Cortinez #3070 Col Jardiens Del Pedregal Alcaldia Alvaro Obregon Cuidad De Mexico 1900 Mexico	Term Extension, Amendments Regarding the Labor Law and Rate Adjustments
IBN INDUSTRIAS MILITARES Y DE ALTA TECNOLOGIA BALISTICA SA DE CV (Cargo)	Aerovías Empresa de Cargo, S.A. de C.V.	Amendment to the Services Agreement - Private Security Specialized Services	2,402,466 MXN	11/19/2021	Boulevard Adolfo Ruiz Cortinez #3070 Col Jardiens Del Pedregal Alcaldia Alvaro Obregon Cuidad De Mexico 1900 Mexico	Term Extension, Amendments Regarding the Labor Law and Rate Adjustments
JUAN JOSE RAUL ALDAPE CASTRO	Aerovías de México, S.A. de C.V.	Amendment to the Agreement for Textile Washing Services	276,007 MXN	11/19/2021	San Francisco Figuraco No. 54, Coyoacan, Ciudad de Mexico	Term Extension
LIEBHERR AEROSPACE SALINE INC	Aerolitoral, S.A. de C.V.	Maintenance Service Agreement - Landing Gear Overhaul - Embraer Ejet170- 190 E1 (ATA32)	463,467 USD	10/27/2021	1465 Woodland Drive, Saline MI	N/A



MERKAFON DE MEXICO SA DE CV (TELEPERFORMANCE)	Aerovías de México, S.A. de C.V.	Third Amendment Agreement Dated September 01, 2021 to the Contract for the Provision of Professional Services dated November 01, 2008	39,019,386 MXN	10/27/2021	Santa María La Purísima 1174, Apatlaco, Iztapalapa, 09430, CDMX	Rate Adjustments and Amendments Regarding the Labor Law
PAN AM INTERNATIONAL FLIGHT ACADEMY	Aerovías de México, S.A. de C.V.	Amendment 1 to the Exhibit A to the Training Services Agreement	227,738 USD	11/19/2021	5000 NW; 36TH STREET; MIAMI FLORIDA FLORIDA USA 33122 USA	Price Reduction
PASSUR AEROSPACE INC	Aerovías de México, S.A. de C.V.	Procurement: Passur Aerospace License & Services Agreement DTD 1/22/2019	108,118 USD	10/27/2021	5750 Major Blvd Suite 530 Orlando, FL 32819	N/A
RADIOCOMUNICACIONES SAKDA SA DE CV	Aerovías de México, S.A. de C.V.	First Amendment Agreement Dated August 04, 2021 (The "Agreement") to the Service Provision Agreement Dated July 18, 2017	43,074 USD	11/19/2021	Oriente 166 num 339 col Moctezuma 2a sección CP 15530 Venustiano Carranza, CDMX	Amendments Regarding the Labor Law
RADIOCOMUNICACIONES SAKDA SA DE CV	Aerovías de México, S.A. de C.V.	First Amendment Agreement Dated August 04, 2021 (The "Agreement") to the Service Provision Agreement dated July 18, 2017	979,789 MXN	11/19/2021	Oriente 166 num 339 col Moctezuma 2a sección CP 15530 Venustiano Carranza, CDMX	Amendments Regarding the Labor Law
SABRE GLOBAL INC	Aerovías de México, S.A. de C.V.	Agreements include: - 2007 Master Agreement - Amendment No. 1 to 2007 Master Agreement	1,292,339 USD	11/19/2021	3150 Sabre Dr, Southlake, TX 76092, United States	Rate and Term Adjustments

		<ul style="list-style-type: none"> <li>- Work Order No. 2 (Schedule, Profit and Fleet Manager) and previous amendments 1 - 4</li> <li>- Amendment No. 5 to Work Order No.2</li> <li>- Work Order No. 7 (Movement Manager) previous amendments 1 - 5</li> <li>- Amendment No. 6 to Work Order No.7</li> <li>- Work Order No. 8 (Flight Explorer) previous amendments no. 1</li> <li>- Amendment No. 2 to Work Order No.8</li> <li>- Work Order No. 16 (Slot and Code Share Manager) previous amendments 1 - 4</li> <li>- Amendment No. 5 to Work Order No.16</li> <li>- Work Order No. 24 (Dynamic Availability)</li> <li>- Work Order No. 25 (Air Price)</li> <li>- Application Service Provider Agreement previous amendments 1 - 6</li> <li>- Amendment No. 7 to PRISM Agreement</li> <li>- 2019 Services Agreement</li> <li>- Amendment No. 1 to Work Services Agreement</li> <li>- Work Order No. 1 (Travel Bank)</li> <li>- 2019 Distribution Services Agreement</li> <li>- 2019 Optional Services Addendums ("OSAs")</li> <li>- 2019 OSA – Associate Access Agreement</li> <li>- 2019 OSA – ATPCO Branded Fares</li> <li>- 2019 OSA – Marketing Information Data Transfer (MIDT)</li> </ul>				
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		- 2019 OSA – Reservations, Schedules, Travel Agency Settings, Cost Mgt & Data products				
SPAFAX AIRLINE NETWORK S PTE LTD	Aerovías de México, S.A. de C.V.	Agreement Between Spafax and Aeromexico For Inflight Video and Audio Entertainment Services	372,506 USD	10/27/2021	575 Anton Blvd, Suite 1020, Costa Mesa, CA 92626. United States	N/A
TRAVELPORT GLOBAL DISTRIBUTION SYSTEM BV	Aerovías de México, S.A. de C.V.	1) Restated Amendment to the Travelport International Global Airline Distribution Agreement, dated as of October 2021 2) Third Amendment to License Agreement and Agreement for Services, dated as of Oct 2021.	0 USD	11/19/2021	300 Galleria Parkway N.W., Atlanta, Georgia 30339 USA	Rate Adjustments and Term Extension