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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 PRESENTMENT OF SECOND AMENDED ORDER PURSUANT TO 11
U.S.C. §§ 105 AND 363(B) AND FED. R. BANKR. P. 9019 APPROVING THE
SETTLEMENT REGARDING SERIES AEROMEX 00320 CEBURES BONDS**

PLEASE TAKE NOTICE that, on December 3, 2020, Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and its affiliates that are debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed the *Debtors’ Motion for an Order Pursuant to 11 U.S.C. §§ 105 and 363(b), and Fed. R. Bankr. 9019, Approving the Settlement Regarding Series AEROMEX 00320 CEBURES Bonds* [ECF No. 695] (the “**Motion**”).²

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; 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 Motion.

PLEASE TAKE FURTHER NOTICE that, on December 17, 2020, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an *Order Pursuant to 11 U.S.C. §§ 105 and 363(b) and Fed. R. Bankr. 9019 Approving the Settlement Regarding Series AEROMEX 00320 CEBURES* (the “**00320 CEBURES Order**”) [ECF No. 735] approving the Settlement as embodied in the Standstill Agreement.

PLEASE TAKE FURTHER NOTICE on, July 19, 2021, Grupo Aeroméxico, as issuer, and CIBanco, S.A., Institución de Banca Múltiple, acting individually in each case, as the common representative of the holders of the certificates identified with the ticker symbol AEROMEX 00320 (the “**Certificates**”), entered into that certain First Amendment Agreement to the Standstill Agreement approved pursuant to the 00320 CEBURES Order (the “**First Amendment Agreement**”).

PLEASE TAKE FURTHER NOTICE that, on August 12, 2021, the Court entered an *Amended Order Pursuant to 11 U.S.C. §§ 105 and 363(b) and Fed. R. Bankr. 9019 Approving the Settlement Regarding Series AEROMEX 00320 CEBURES* [ECF No. 1574] (the “**First Amended 00320 CEBURES Order**”), which reflected the amendments to the Standstill Agreement embodied in the First Amendment Agreement.

PLEASE TAKE FURTHER NOTICE that, on November 8, 2021, Grupo Aeroméxico, as issuer, and CIBanco, S.A., Institución de Banca Múltiple, acting individually in each case, as the common representative of the holders of the Certificates, entered into the Second Amendment Agreement to the Standstill Agreement (attached as Annex I (Spanish Original) and Annex II (English Translation)) to the Second-Amended 00320 CEBURES Order (as defined below) attached hereto as **Exhibit A**).

PLEASE TAKE FURTHER NOTICE that, as a result of the Second Amendment Agreement, the Standstill Agreement was amended to, among other things, (a) extend the Standstill Period (as defined in the Second Amendment Agreement) from November 8, 2021 to, the earlier of, (i) December 15, 2021 and (ii) the date on which the Debtors' chapter 11 plan of reorganization is confirmed by the Court; (b) provide for Grupo Aeroméxico's payment of US\$35,853.99 (plus applicable VAT) for legal fees and reasonable expenses of the Holders' counsel incurred through November 8, 2021; and (c) provide for Grupo Aeroméxico's payment of fees and reasonable expenses of the Holders' counsel and financial advisor, incurred through December 15, 2021, and subject to maximum aggregate limits of US\$175,000 and US\$150,000, respectively.

PLEASE TAKE FURTHER NOTICE that the Debtors will present the *Second Amended Order Pursuant to 11 U.S.C. §§ 105 and 363(b) and Fed. R. Bankr. 9019 Approving the Settlement Regarding Series AEROMEX 00320 CEBURES* (the "**Second Amended 00320 CEBURES Order**"), which reflects the amendments embodied in the Second Amendment Agreement, to the Honorable Shelley C. Chapman, United States Bankruptcy Judge, for approval and signature on **December 20, 2021 at 10:00 a.m. (prevailing Eastern Time)**. A copy of the Second Amended 00320 CEBURES Order is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that, unless an objection to the Second Amended 00320 CEBURES Order is served and filed with proof of service with the clerk of the Court, and a courtesy copy is delivered to the undersigned and to the chambers of the Honorable Shelley C. Chapman, so as to be received by **December 17, 2021 at 12:00 p.m. (prevailing Eastern Time)**, there will not be a Hearing (as defined below) to consider the Second Amended 00320 CEBURES

Order, and such Second Amended 00320 CEBURES Order may be signed and entered by the Court.

PLEASE TAKE FURTHER NOTICE that, if a written objection is timely filed and served with respect to the Second Amended 00320 CEBURES Order, a hearing (the “**Hearing**”) will be held to consider the Second Amended 00320 CEBURES Order before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, on a date to be announced.

PLEASE TAKE FURTHER NOTICE that, in accordance with General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”)³ any Hearing will be conducted telephonically. Any parties wishing to participate must do so telephonically by making arrangements through CourtSolutions LLC (www.court-solutions.com). Instructions to register for CourtSolutions LLC are attached to General Order M-543.

PLEASE TAKE FURTHER NOTICE that objecting parties are required to telephonically attend the Hearing and a failure to appear may result in relief being granted upon default.

PLEASE TAKE FURTHER NOTICE that copies of the Second Amended 00320 CEBURES Order may be obtained free of charge by visiting the website of Epiq Corporate Restructuring, LLC at <https://dm.epiq11.com/aeromexico>. You may also obtain copies of any pleadings by visiting the Court’s website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

³ A copy of the General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/general-order-m-543-court-operations-under-exigent-circumstances-created-covid-19>.

Dated: December 5, 2021
New York, New York

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Exhibit A

Second Amended 00320 Order

**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)

**SECOND AMENDED ORDER PURSUANT TO 11 U.S.C. §§ 105
AND 363(B) AND FED. R. BANKR. 9019 APPROVING THE
SETTLEMENT REGARDING SERIES AEROMEX 00320 CEBURES**

Upon the *Debtors' Motion for an Order Pursuant to 11 U.S.C. §§ 105 and 363(b), and Fed. R. Bankr. P. 9019, Approving the Settlement Regarding Series AEROMEX00320 CEBURES Bonds* [ECF No. 695] (the “**Motion**”)² of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”), pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019, for an order (this “**Order**”) approving the Settlement (as amended by the First Amendment Agreement, the Second Amendment Agreement attached hereto as **Annex I**, and as may be subsequently amended from time to time); and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and Amended Standing Order of Reference M-431, dating January 12, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 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 sufficient notice of

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

the Motion and the notice of presentment (the “**Notice**”) annexing this Order having been provided in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered by the Court on July 8, 2020 [ECF No. 79], and it appearing that no other or further notice need be provided; and upon all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion and in the Notice is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion and the Notice and in the papers in support thereof establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing thereof,

IT IS HEREBY ORDERED THAT

1. The relief requested in the Motion is hereby granted as set forth herein.
2. The Settlement, embodied in the Standstill Agreement (as amended by the First Amendment Agreement, the Second Amendment Agreement attached hereto as **Annex I**, and as may be subsequently amended from time to time), including, but not limited to, the acknowledgements made therein, is approved in its entirety.
3. The Debtors are authorized to take any actions as are necessary or appropriate to implement and effectuate the terms of this Order.
4. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: New York, New York
_____, 2021

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Annex I

**Second Amendment Agreement
(Spanish Original)**

SEGUNDO CONVENIO MODIFICATORIO (“Segundo Convenio Modificatorio” o el “Convenio”) de fecha 8 de noviembre del 2021, al Convenio de Espera (“Convenio de Espera”) del 18 de noviembre del 2020, que celebran, por una parte: Grupo Aeroméxico, S.A.B. de C.V., en su calidad de emisor, respecto de las emisiones de los certificados bursátiles que se encuentran listados en la Bolsa Mexicana de Valores, S.A.B. de C.V., con las claves de pizarra “AEROMEX 00320” (indistintamente, según corresponda, “Aeroméxico” o el “Emisor”), y, CIBanco, S.A., Institución de Banca Múltiple (“CIBanco” o el “Representante Común” y en conjunto con Aeroméxico, las “Partes”), actuando de manera individual en cada caso, como representante común de los Tenedores (según se define adelante) de los Certificados Bursátiles (según se define adelante), al tenor de los siguientes Antecedentes, Declaraciones y Cláusulas:

ANTECEDENTES

- I. El 28 de mayo del 2020, Aeroméxico, en su carácter de Emisor, con la comparecencia de CIBanco, como Representante Común, emitió 2,500,000 (dos millones quinientos mil) certificados bursátiles identificados con la clave de pizarra AEROMEX 00320 (los “Certificados Bursátiles”), por un monto total de \$250,000,000.00 (doscientos cincuenta millones de pesos 00/100 M.N.).
- II. El 30 de junio de 2020 Aeroméxico junto con diversas Afiliadas se acogieron al proceso voluntario de reestructura financiera bajo el Capítulo 11 del Código de Quiebras de los Estados Unidos de América (el “Código de Quiebras”) (el “Proceso de Reorganización”) ante la Corte de Quiebras de los Estados Unidos de América para el Distrito Sur de Nueva York (*United States Bankruptcy Court for the Southern District of New York*).
- III. El 20 de julio de 2020 se celebraron asambleas de tenedores de los Certificados Bursátiles (los “Tenedores”), en las cuales, entre otras cosas, Aeroméxico, en relación con el Proceso de Reorganización presentó a consideración de las asambleas de Tenedores una propuesta de reestructura de los Certificados Bursátiles. En dichas asambleas, entre otras cosas, se resolvió tomar nota del informe rendido por Aeroméxico y de la propuesta general de reestructura a los Certificados Bursátiles autorizando al Representante Común y sus asesores legales fueron instruidos a entablar conversaciones con Aeroméxico para preparar y revisar una propuesta detallada de reestructura de los Certificados Bursátiles. Adicionalmente, se resolvió instruir al Representante Común a que convocara a la brevedad posible una nueva asamblea general de Tenedores, la cual debería celebrarse el 18 de noviembre de 2020, a efecto de someter a consideración de los Tenedores la propuesta detallada de reestructura de los Certificados Bursátiles presentada por Aeroméxico.
- IV. El 18 de noviembre de 2020 se celebró la confirmación de las Resoluciones adoptadas fuera de Asamblea por Unanimidad de los tenedores de los Certificados Bursátiles, en las cuales, entre otras cosas, se resolvió aprobar la propuesta de espera de los Certificados Bursátiles presentada por Aeroméxico. En la misma fecha, se celebró el Convenio de Espera (*Standstill Agreement*) mediante el cual los Tenedores otorgaron al Emisor un Periodo de Espera (según dicho término se define en el Convenio de Espera), para que los Tenedores no ejerzan, durante cierto plazo, los derechos y acciones que resulten de cualquier incumplimiento a los términos y condiciones de los Certificados Bursátiles.

V. El 19 de julio de 2021 se celebró el Primer Convenio Modificatorio con el fin, entre otros, de extender el Plazo de Espera (según dicho término se define en el Convenio de Espera) para el cumplimiento de las obligaciones de las Partes contenidas en el mismo.

VI. El 26 de octubre de 2021 se celebró la Asamblea de los tenedores de los Certificados Bursátiles (la “Asamblea de Aprobación”), en las cuales, entre otras cosas, se resolvió aprobar la celebración del presente Segundo Convenio Modificatorio con el fin, entre otros, de extender nuevamente el Plazo de Espera (según dicho término se define en el Convenio de Espera) para el cumplimiento de las obligaciones de las Partes contenidas en el mismo.

DECLARACIONES

I. Aeroméxico, por medio de sus apoderados, bajo protesta de decir verdad declara que:

(a) Es una sociedad legalmente constituida y existente de conformidad con las leyes de México, plenamente facultada conforme a su objeto social para celebrar el presente Convenio, así como para asumir y cumplir con las obligaciones que se establecen y convienen bajo el presente Convenio.

(b) Sus apoderados cuentan con facultades suficientes para obligarlo en los términos del presente Segundo Convenio Modificatorio, y tales facultades no le han sido revocadas, limitadas o modificadas en forma alguna a la fecha de firma del presente Segundo Convenio Modificatorio.

(c) La celebración del presente Segundo Convenio Modificatorio y la asunción y cumplimiento de las obligaciones contempladas en el mismo, han sido debidamente autorizados por sus órganos corporativos, y (i) no violan sus estatutos sociales; (ii) no violan cualquier convenio o contrato, licencia del cual sea parte o que cualquiera de sus activos esté sujeto; y (iii) no violan ley, reglamento, regulación o disposición contractual alguna que le sea aplicable u obligatoria o resolución u orden judicial o administrativa o de cualquier tribunal arbitral, de cualquier naturaleza que la obligue o afecte.

(d) Este Segundo Convenio Modificatorio constituye una obligación legal, válida y exigible en su contra de conformidad con sus términos.

II. El Representante Común, por medio de sus delegados fiduciarios, declara que:

(a) Es una institución de banca múltiple debidamente constituida y válidamente existente de conformidad con las leyes de México, autorizada para actuar como institución de crédito y como representante común, e inscrita en el Registro Público de Comercio.

(b) Sus delegados fiduciarios cuentan con las facultades legales necesarias para obligarlo en los términos del presente Segundo Convenio Modificatorio, facultades que no le han sido modificadas, restringidas, limitadas o revocadas en forma alguna a esta fecha.

(c) La celebración y cumplimiento del presente Segundo Convenio Modificatorio requiere del consentimiento de los Tenedores, el cual fue debidamente obtenido en la Asamblea de Aprobación, por lo que comparece en cumplimiento de las resoluciones adoptadas por los Tenedores en la Asamblea de Aprobación.

(d) Este Segundo Convenio Modificatorio constituye una obligación legal, válida y exigible en su contra, así como en contra de los Tenedores, de conformidad con sus respectivos términos.

(e) Las declaraciones y obligaciones asumidas por Aeroméxico bajo el presente Segundo Convenio Modificatorio constituyen el motivo determinante de su voluntad para celebrar el presente Segundo Convenio Modificatorio y otorgar las modificaciones y dispensas previstas en el mismo.

Conforme a lo anterior las Partes otorgan las siguientes:

CLÁUSULAS

Primera. Términos Definidos.

Los términos que se usan con mayúscula inicial en el presente Convenio tendrán los significados que se les atribuyen en el título de los Certificados Bursátiles, salvo en los casos en que cualquiera de dichos términos se haya definido expresamente en el presente Convenio, en tal caso tendrán los significados que precisamente se les atribuyen.

Segunda. Modificaciones al Convenio de Espera

Las Partes expresamente acuerdan en modificar las siguientes Cláusulas del Convenio de Espera:

- a) la Cláusula Tercera (Plazo de Espera) del Convenio de Espera, para quedar redactada como a continuación se indica:

“TERCERA. Plazo de Espera. El plazo de espera será otorgado por un periodo (el “Plazo de Espera”) que comenzará el 23 de julio de 2020 y hasta la fecha que ocurra primero entre:

- i) el 15 de diciembre del 2021, o*
- ii) La fecha en la que el plan de reorganización a ser presentado por Aeroméxico dentro del Proceso de Reorganización haya sido aprobado por la Corte de Quiebras de los Estados Unidos de América para el Distrito Sur de Nueva York (United States Bankruptcy Court for the Southern District of New York) y sea legalmente eficaz.*

En caso de que se extienda la fecha de confirmación del plan de reorganización de Aeroméxico, las partes, con la aprobación previa de los Tenedores, podrán extender aún más el Período de Suspensión en términos y condiciones sustancialmente similares, sin la necesidad de una aprobación adicional de la Corte de Quiebras de los Estados Unidos para el Distrito Sur de Nueva York.

Una vez terminado el Plazo de Espera, el presente Convenio de Espera se dará por terminado sin necesidad de aviso expreso para las partes mencionadas en este Convenio.”

b) El inciso c) (i) de la Cláusula Cuarta para quedar redactado como sigue:

“CUARTA. Reconocimientos, Acuerdos y Obligaciones de Aeroméxico.

[...]

(c) Aeroméxico, como contraprestación por el Periodo de Espera otorgado por los Tenedores, se obliga:

- (i) a pagar los honorarios legales y gastos razonables en que incurra Greenberg Traurig LLP como asesores legales de los Tenedores, al 8 de noviembre de 2021, es decir la cantidad de EUA\$35,853.99 más el IVA aplicable;*
- (ii) a pagar los honorarios legales y gastos razonables en que incurra Greenberg Traurig LLP sujeto a un límite máximo agregado de EUA\$175,000 dólares hasta el 15 de diciembre de 2021; y*
- (iii) a pagar los honorarios y gastos razonables en que incurra Teneo Capital LLC, como asesor financiero para beneficio de los Tenedores, hasta el 15 de diciembre de 2021, sujeto a un límite máximo agregado de EUA\$150,000 dólares.*

[...]”

Tercera. Misceláneas

3.1. Totalidad del Contrato. Este Segundo Convenio Modificatorio modifica el Convenio de Espera, única y exclusivamente en la parte prevista en la cláusula Segunda del presente Segundo Convenio Modificatorio, por lo que este Segundo Convenio Modificatorio, conjuntamente con el Convenio de Espera respecto a las partes no modificadas por medio del presente, constituye la totalidad de los acuerdos celebrados entre las Partes con respecto al Plazo de Espera.

3.2. Modificaciones. Este Segundo Convenio Modificatorio, así como el Convenio de Espera, no podrán ser modificados de forma alguna sin el previo acuerdo por escrito de las Partes.

3.3. Encabezados. Los encabezados en este Segundo Convenio Modificadorio se insertan únicamente como referencia y no podrán ser utilizados en la interpretación del mismo.

3.4. No Novación. La celebración de este Segundo Convenio Modificadorio no constituye novación de las obligaciones de las Partes de conformidad con el Convenio de Espera.

Cuarta. Ley Aplicable, Interpretación y Jurisdicción

Para todo lo relativo a la interpretación y cumplimiento del presente Segundo Convenio Modificadorio, en este acto las Partes se someten, de manera expresa e irrevocable, a las leyes aplicables de México, y a la jurisdicción y competencia de los tribunales federales competentes ubicados en la Ciudad de México, México, y renuncian, de manera expresa e irrevocable, a cualquier otra jurisdicción que pudiere corresponderles en virtud de sus respectivos domicilios presentes o futuros, la ubicación de sus bienes o por cualquier otra razón.

EN TESTIMONIO DE LO ANTERIOR, las Partes celebraran este Segundo Convenio Modificadorio en la fecha mencionada en el proemio del mismo.

[SIGUEN HOJAS DE FIRMA]

Emisor

Grupo Aeroméxico, S.A.B. de C.V.

Por: _____

Nombre: Ricardo Sánchez Baker

Cargo: Apoderado

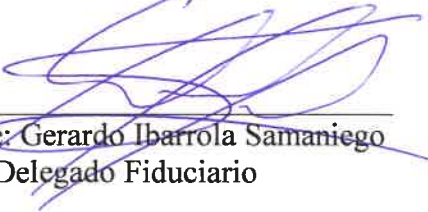
Por: _____

Nombre: Daniel Martínez Martínez

Cargo: Apoderado

LA PRESENTE HOJA DE FIRMA CORRESPONDE AL SEGUNDO CONVENIO MODIFICATORIO DEL 8 DE NOVIEMBRE DEL 2021 CELEBRADO ENTRE GRUPO AEROMÉXICO, S.A.B. DE C.V. Y CIBANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE COMO REPRESENTANTE COMÚN DE LOS TENEDORES DE LOS CERTIFICADOS BURSÁTILES CON CLAVES DE PIZARRA "AEROMEX 00320".

Representante Común
CIBanco, S.A., Institución de Banca Múltiple

Por: 
Nombre: Gerardo Ibarrola Samaniego
Cargo: Delegado Fiduciario

Por: 
Nombre: Patricia Flores Milchorena
Cargo: Delegado Fiduciario

LA PRESENTE HOJA DE FIRMA CORRESPONDE AL SEGUNDO CONVENIO MODIFICATORIO DEL 8 DE NOVIEMBRE DEL 2021 CELEBRADO ENTRE GRUPO AEROMÉXICO, S.A.B. DE C.V. Y CIBANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE COMO REPRESENTANTE COMÚN DE LOS TENEDORES DE LOS CERTIFICADOS BURSÁTILES CON CLAVES DE PIZARRA "AEROMEX 00320".

Annex II

**Second Amendment Agreement
(English Translation)**

SECOND AMENDMENT AGREEMENT DATED November 8, 2021 (the “Second Amendment Agreement” or the “Agreement”) to the Standstill Agreement (“Standstill Agreement”) dated November 18, 2020, entered into by: Grupo Aeromexico, S.A.B. de C.V., as issuer, with respect to the issuance of the certificates listed in the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*), with the ticker symbol “AEROMEX 00320” (indistinctly, as applicable, “Aeroméxico” or the “Issuer”); and CIBanco, S.A., Institución de Banca Múltiple (“CIBanco” or the “Common Representative” and together with Aeroméxico, the “Parties”), acting individually in each case, as the common representative of the Holders (as defined below) of the Certificates (as defined below).

Pursuant to the following Recitals, Representations and Clauses:

RECITALS

I. On May 28, 2020, Aeromexico, in its capacity as Issuer, with the appearance of CIBanco, as Common Representative, issued 2,500,000 (two million five hundred thousand) certificates identified with the ticker symbol AEROMEX 00320 (the “Certificates”), for a total amount of \$250,000,000.00 (two hundred and fifty million 00/100 Mexican Pesos).

II. On June 30, 2020, Aeroméxico, together with several Affiliates, started a voluntary financial restructuring process under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Southern District of New York.

III. On July 20, 2020 meetings of the holders of the Certificates (the “ Holders”), in which, among other things, Aeroméxico, in relation to the Bankruptcy Case, presented for the consideration of the Holders’ Meetings a proposal to restructure the Certificates. At such meetings, among other things, it was resolved to acknowledge the report submitted by Aeroméxico and the general proposal to restructure the Certificates authorizing the Common Representative and their legal counsel were instructed to engage with Aeromexico to prepare and review the detailed proposal for the Certificates’ restructuring. Additionally, it was resolved to instruct the Common Representative to call a new general meeting of Holders as soon as possible, which should be held on November 18, 2020, for the purpose of presenting to the Holders, for their consideration, the detailed proposal for the Certificates’ restructuring presented by Aeroméxico.

IV. On November 18, 2020, unanimous resolutions were adopted by the Holders of the Certificates, in which the Holders, among other things, resolved to approve the standstill proposal for the Certificates’ presented by Aeroméxico. On the same date a Standstill Agreement was executed, in which the Holders granted the Issuer a Standstill Period (as defined in the Standstill Agreement), so that Holders do not exercise, for a certain period of time, the rights and actions resulting from any breach of the terms and conditions of the Certificates.

V. On July 19, 2021, a First Amendment Agreement was executed, in order to among others, extend the Standstill Period (as defined in the Standstill Agreement) for the compliance of the Parties’ obligations included in the same.

VI. On October 26, 2021 a general meeting of the Holders of the Certificates was held (the “Approval Meeting”), in which, among other subjects, resolved to approve the execution of this Second Amendment Agreement in order to among others, newly extend the Standstill Period (as such term is defined in the Standstill Agreement) for the compliance of the Parties’ obligations included in the same.

REPRESENTATIONS

- I. Aeroméxico, through its legal representatives, represents that:
- (a) It is a company legally incorporated and existing under the laws of Mexico, with the full corporate power, pursuant to its corporate purpose, to enter into this Agreement and to assume and perform the obligations established and agreed upon under this Agreement.
 - (b) Its legal representatives have the necessary power and authority to undertake the obligations set forth herein on its behalf, and such powers have not been revoked, limited or modified in any way as of the date of execution of this Second Amendment Agreement.
 - (c) The execution of this Second Amendment Agreement and the assumption and performance of the obligations hereunder have been duly authorized by its corporate bodies, and (i) do not violate its by-laws; (ii) do not violate any agreement or contract, license to which it is a party or to which any of its assets are subject; and (iii) do not violate any applicable or mandatory law, rule, regulation or contractual provision or any judicial or administrative ruling or order of any arbitral tribunal of any nature whatsoever binding upon or affecting Aeromexico.
 - (d) This Second Amendment Agreement constitutes a legal, valid and enforceable obligation against Aeromexico, in accordance with its terms.
- II. The Common Representative, through its trustee delegates, represents that:
- (a) It is a banking institution duly incorporated and validly existing in accordance with the laws of Mexico, authorized to act as a credit institution and as common representative, and registered in the Public Registry of Commerce.
 - (b) Its trustee delegates have the necessary legal power and authority to undertake the obligations set forth herein on its behalf, which powers have not been modified, restricted, limited or revoked in any way as of this date.
 - (c) The execution and performance of this Second Amendment Agreement requires the consent of the Holders, which consent was duly obtained at the Approval Meetings, and therefore it appears in compliance with the resolutions adopted by the Holders at the Approval Meetings.
 - (d) This Second Amendment Agreement constitutes a legal, valid and enforceable obligation against the Common Representative, as well as against the Holders, in accordance with its terms.
 - (e) The representations and the obligations assumed by Aeroméxico under this Second Amendment Agreement constitute the determining reason for its willingness to enter into this Second Amendment Agreement and to grant the amendments and waivers provided for in this Second Amendment Agreement.

In accordance to the abovementioned, the parties state the following:

ARTICLES

FIRST. Defined Terms. The terms used with an initial capital letter in this Second Amendment Agreement shall have the meanings attributed to them in the instrument of the Certificates and the Standstill Agreement, except in the cases where any of these terms has been expressly defined in this Agreement, in which case they shall have the meanings attributed to them.

SECOND. Amendment to the Standstill Agreement. The Parties expressly agree to modify the following Clauses of the Standstill Agreement:

a) Third Clause (Standstill Period) of the Standstill Agreement, to be read as follows:

“THIRD. Standstill Period. The standstill period shall be granted for a period (the “Standstill Period”) beginning on August 6, 2020 and ending on the date that occurs first between:

- i. December 15, 2021, or*
- ii. The date on which the reorganization plan to be submitted by Aeroméxico within the Bankruptcy Case has been approved by the United States Bankruptcy Court for the Southern District of New York and becomes legally effective.*

In case the confirmation date of Aeroméxico’s reorganization plan is extended, the parties, with the Holders’ prior approval, may further extend the Standstill Period on substantially similar terms and conditions without the necessity for further approval from the United States Bankruptcy Court for the Southern District of New York. Once the Standstill Period has expired, this Standstill Agreement shall be automatically terminated without prior notice to any of the parties hereto.”

b) Item c) (i) in Clause Fourth (Acknowledgements, Agreements and Covenants of Aeroméxico) to be read in the relevant part as follows:

“FOURTH. Acknowledgements, Agreements and Covenants of Aeroméxico.

[...]

c) Aeroméxico, as consideration for the Standstill Period granted by the Holders, undertakes:

- (i) to pay the legal fees and reasonable expenses incurred by Greenberg Traurig LLP, as counsel to the Holders, as of November 8, 2021, which is the amount of US\$ 35,853.99 plus applicable VAT;*
- (ii) to pay the legal fees and reasonable expenses incurred by Greenberg Traurig LLP, as counsel to the Holders, subject to a maximum aggregate limit of US\$175,000 through December 15, 2021; and*
- (iii) to pay the fees and reasonable expenses incurred by Teneo Capital LLC, as financial advisor for the benefit of the Holders, through December 15, 2021, subject to a maximum aggregate limit of US\$150,000.*

[...]”

THIRD: Miscellaneous.

3.1 Entirety of the Agreement. This Second Amendment Agreement modifies the Standstill Agreement, only and exclusively in the parts provided in Second Clause hereof; therefore, this Second Amendment Agreement together with the Standstill Agreement with respect to the parts not amended hereby, constitutes the entirety of the agreements entered into between the Parties with respect to the Standstill Period.

3.2 Modifications. This Second Amendment Agreement and the Standstill Agreement may not be modified in any manner whatsoever without the prior written agreement of the Parties.

3.3 Headings. The headings in this Second Amendment Agreement are inserted for reference purposes only and may not be used in the interpretation of this Agreement.

3.4 No Novation. The execution of this Second Amendment Agreement does not constitute a novation of the obligations of the Parties under the Standstill Agreement.

FOURTH. Applicable Law, Interpretation and Jurisdiction. For all matters relating to the interpretation and performance of this Second Amendment Agreement, the Parties hereby expressly and irrevocably submit to the applicable laws of Mexico and to the jurisdiction of the competent federal courts located in Mexico City, Mexico, and expressly and irrevocably waive any other jurisdiction that may correspond to them by virtue of their respective present or future domiciles, the location of their assets or for any other reason.

IN WITNESS WHEREOF, the Parties hereto enter into this Second Amendment Agreement on the date mentioned in the foreword hereto.

[SIGNATURE PAGES FOLLOW]

Issuer

Grupo Aeromexico, S.A.B. de C.V.

By: _____
Name: Ricardo Sánchez Baker
Position: Legal Representative

Por: _____
Nombre: Daniel Martínez Martínez
Cargo: Legal Representative

THIS SIGNATURE PAGE CORRESPONDS TO THE SECOND AMENDMENT AGREEMENT DATED NOVEMBER 8, 2021 EXECUTED BETWEEN GRUPO AEROMEXICO, S.A.B. DE C.V. AND CIBANCO S.A. INSTITUCIÓN DE BANCA MULTIPLE AS COMMON REPRESENTATIVE OF THE HOLDERS OF THE CERTIFICATES WITH TICKER SYMBOL "AEROMEX 00320".

ACTIVE 58837670v2

Common Representative

CIBanco, S.A., Institución de Banca Múltiple

By: _____
Name: Gerardo Ibarrola Samaniego
Position: Fiduciary Deputy

Por: _____
Nombre: Patricia Flores Milchorena
Cargo: Fiduciary Deputy

THIS SIGNATURE PAGE CORRESPONDS TO THE SECOND AMENDMENT AGREEMENT DATED NOVEMBER 8, 2021 EXECUTED BETWEEN GRUPO AEROMEXICO, S.A.B. DE C.V. AND CIBANCO S.A. INSTITUCIÓN DE BANCA MULTIPLE AS COMMON REPRESENTATIVE OF THE HOLDERS OF THE CERTIFICATES WITH TICKER SYMBOL "AEROMEX 00320".

ACTIVE 58837670v2