

**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**”)¹, filed on November 19, 2021 [ECF No. 2169] (the “**Notice**”)² 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,

¹ 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.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Notice.

IT IS HEREBY ORDERED THAT:

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: December 16, 2021
New York, New York

/S/ Shelley C. Chapman

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule A

Assumed Contracts

Counterparty	Debtor Counterparty	Description of Contract¹	Cure Amount	Assumption Date	Address	Description of Material Amendments Made in Connection with Assumption
AerData NL	Aerovías De México; S.A. De C.V.	Software License Order	51,303 EUR	11/19/2021	ATTN: Contract Administration 55 Inverness Drive East Englewood, CO 80112 USA	N/A
Avenger Flight Group LLC (Aerovias)	Aerovías De México; S.A. De C.V.	Aviation Dry Training Services Agreement for a Boeing 787 Level D Full Flight Simulator and a Boeing 787 Graphical Flight Simulator dated March 13, 2013 between Avenger Flight Group, LLC and Aerovias de Mexico, S.A. de C.V. (as assigned, amended and modified from time to time, the “FFS 787 Lease”)	815,743 USD	11/19/2021	Andrés Restrepo Sr. Vice President of Operations – Customers 1450 Lee Wagener Blvd. Fort Lauderdale, FL, 33315	Lease rent reduction. Additional cost savings for upgrades. Paying additional costs with the assumption of this agreement.
Finkok S.A. De C.V.	Aerovías De México; S.A.	Procurement: Tax Voucher Certification Services Contract	174,571 MXN	11/19/2021	Calz. Fray Antonio de San Miguel #308, C.P.	N/A

¹ 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. Additionally, certain of the Contracts listed herein were originally listed on the *Seventh Notice of Assumption of Executory Contracts and Unexpired Leases* [ECF No. 1999]

	De C.V.	Dtd 10/16/2015			58000, Morelia, Michoacán. México	
FlightSafety Capital Corporation	Aerolitoral S.A. De C.V.	Lease Agreement dated May 17, 2017 between FlightSafety Capital Corporation and Aerolitoral, S.A. de C.V.	200,042 USD	12/31/2021	Patrick Coulter FlightSafety International Toronto Learning Center 95 Garratt Boulevard Downsview, Ontario, M3K 2A5 Canada	Early Termination Fee Option. Other adjustments to payment terms. Paying additional costs with the assumption of this agreement.
Honeywell International Inc.	Aerovías De México, S.A. de C.V.	Amendment Agreement to 131- 9B APU Not to Exceed Repair Agreement dated as of March 8, 2019, between Honeywell International, Inc. and Aerovías De México, S.A. de C.V.	0 USD	11/19/2021	Attn: General Counsel 1944 E. Sky Harbor Circle Phoenix, AZ 85034	Rate and Term Amendments
Honeywell International Inc.	Aerovías De México; S.A. De C.V.	Amendment no. 1 to 737max Aircraft HFR5-V and HFR5-D Solid-State Recorders and Emergency Locator Transmitter Avionics Selection Agreement	0 USD	11/19/2021	Attn: General Counsel 1944 E. Sky Harbor Circle Phoenix, AZ 85034	Fleet Reduction and Fee Reduction
Jeppesen Dataplan/Jeppesen Systems AB/Boeing Digital Solutions	Aerovías De México; S.A. De C.V.	Master Services Agreement AER-MA-S-02007 –AER-21222 –AER-41399 –AER-41459 –AER-06068 –AER-06120 –AER-41736 –AER-15380 –AER-15381 –AER-15382 –AER-42884 –AER-16527	\$3,368,587 USD	11/19/2021	ATTN: Contract Administration 55 Inverness Drive East Englewood, CO 80112 USA	N/A

		<ul style="list-style-type: none"> -AER-14622 -AER-42418 -AER-40253 -AER-14637 -AER-41458 -AER-Supp-S-06335 -AER-Supp-S-06334 -AER-Supp-S-07295 AER-Supp-S-07139 				
Marcas Nestlé; S.A. de C.V.	Aerovías De México; S.A. De C.V.	Amendment to the agreement between MARCAS NESTLE S.A. de C.V. and AEROVÍAS DE MÉXICO; S.A. de C.V.	235,725 MXN	11/17/2021	Av. Independencia 110 Los Reyes Tultitlán De Mariano Escobedo 54900 Mexico	Amendments for Payment Terms
Mata Guzman Lobsang (Aerovias)	Aerovías De México; S.A. De C.V.	Third Amendment to the Agreement for Provision of Services	622,377 MXN	11/19/2021	Golondrinas #156, Portal del Sur, Saltillo, Saltillo, Coahuila, Mexico. CP: 25093	Labor Law Amendments
Mata Guzman Lobsang (Aerolitoral)	Aerolitoral S.A. De C.V.	Fourth Amendment to the Agreement for Provision of Services	562,368 MXN	11/19/2021	Golondrinas #156, Portal del Sur, Saltillo, Saltillo, Coahuila, Mexico. CP: 25093	Labor Law Amendments
NCR De Mexico S De RL De C.V.	Aerovías De México S.A. De C.V.	Hardware Maintenance Services Addendum - April 15, 2016 Software Maintenance & Support Services Addendum - February 15, 2016	37,282 USD	11/19/2021	Av. Paseo de las Palmas, No. 239, Int. 701. Col. Lomas de Chapultepec, Ciudad de México, 11000	N/A
Netcontroll Group S.A. De C.V.	Aerovías De México; S.A. De C.V.	Amendment to the Services Agreement	122,711 USD	11/17/2021	Montecito 38, Nápoles, Benito Juárez, 03810 Ciudad de México, CDMX	Term Extension and Amendments Regarding the Labor Law
Odom S.A. De C.V. (Aerovias)	Aerovías De México; S.A. De C.V.	Amendment to the Services Agreement -	0 MXN	11/17/2021	Catedral Metropolitana 38 Metropolitana 1ra sección Nezahualcóyotl, Ciudad de México, México 57730	Term Extension and Amendments Regarding the Labor Law
Odom S.A. De	Aerovias	Amendment to the Services	0 MXN	11/17/2021	Catedral Metropolitana 38	Term Extension

C.V. (Cargo)	Empresa de Cargo, S.A. de C.V.	Agreement - Specialized Services			Metropolitana 1ra sección Nezahualcóyotl, Ciudad de México, México 57730	and Amendments Regarding the Labor Law
Profesionales De Limpieza S.A. De C.V. (Aerolitoral)	Aerolitoral S.A. De C.V.	Amendment to the Services Agreement - Specialized Services	150,118 MXN	11/17/2021	Parque Vía 198 Col. Cuauhtemoc Ciudad de México 06500	Reduction in Cost and Term Extension
Profesionales De Limpieza S.A. De C.V. (Aerovias)	Aerovías De México; S.A. De C.V.	Amendment to the Services Agreement - Specialized Services	1,418,450 MXN	11/17/2021	Parque Vía 198 Col. Cuauhtemoc Ciudad de México 06500	Reduction in Cost and Term Extension
Profesionales De Limpieza S.A. De C.V. (Cargo)	Aerovias Empresa de Cargo, S.A. de C.V.	Amendment to the Services Agreement - Specialized Services	305,342 MXN	11/17/2021	Parque Vía 198 Col. Cuauhtemoc Ciudad de México 06500	Reduction in Cost and Term Extension
Rolls-Royce Controls and Data Services UK Limited	Aerovías De México; S.A. De C.V.	Procurement Agreement: Safety Management System (SMS) Solution Services Agreement Dtd 9/6/2018	26,300 USD	11/19/2021	Level 11, 79 Boulcott Street, Wellington, 6011, New Zealand Mail: PO Box 19127, Marion Square, Wellington, 6149, New Zealand	N/A
Teledyne Controls LLC	Aerovías De México; S.A. De C.V.	Amendment 3 to Teledyne SIM Management Service Agreement	83,711 USD	11/17/2021	501 Continental Blvd. El Segundo, Ca 90245	Term Extension and Rate Reduction
Terrafertil Mexico Sapi De C.V.	Aerovías De México; S.A. De C.V.	Amendment to the agreement between TERRAFERTIL MEXICO SAPI DE CV and AEROVÍAS DE MÉXICO; S.A. de C.V.	3,024,617 MXN	11/17/2021	Av. Independencia 110 Los Reyes Tultitlán De Mariano Escobedo 54900 Mexico	Term Extension and Amendments for Payment Terms
The Boeing Company	Aerovías De México; S.A. De C.V.	Customer Services General Terms Agreement No. 52-1 – EFB-110920-AMX-OPT SA RN R2 – AHM-123948-AMX-RT-RC R1 – AHM-117706-AMX-RT-R2 – TBX-150295-AMX-R R2 – TBX-138266-AMX-MUL-R4 – TBX-116131-AMX-MUL	2,294,515 USD	11/19/2021	The Boeing Company Attn: BGS Commercial Contracts PO Box 3707 Seattle, WA 98124	N/A

		<ul style="list-style-type: none">- AMX-SW-1601181 R2- TM-151128-AMX- TBX-114959-AMX-AT RC R1- SLO No. 12-0109MA- TCA No. 18-3598TA				
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