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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)

**CERTIFICATE OF NO OBJECTION REGARDING DEBTORS' MOTION
FOR ENTRY OF AN ORDER (I) AUTHORIZING CERTAIN DEBTORS
TO ENTER INTO AGREEMENTS WITH MTU MAINTENANCE
BERLIN-BRANDENBURG GMBH AND MTU MAINTENANCE LEASE
SERVICES B.V. AND (II) APPROVING THE CLAIMS SETTLEMENT THEREIN**

Pursuant to 28 U.S.C. § 1746, Rule 9075-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), and in accordance with the United States Bankruptcy Court’s case management procedures set forth in the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered on July 8, 2020 [ECF No. 79] (the “**Case Management Order**”), the undersigned hereby certifies as follows:

1. On December 23, 2021, the above-captioned debtors and debtors in possession

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.

(collectively, the “**Debtors**”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing Certain Debtors To Enter into Agreements with MTU Maintenance Berlin-Brandenburg GMBH and MTU Maintenance Lease Services B.V. and (II) Approving the Claims Settlement Therein* [ECF No. 2347] (the “**Motion**”). Objections and responsive pleadings to the Motion were due no later than January 3, 2022 at 12:00 p.m. (prevailing Eastern Time) (the “**Objection Deadline**”).

2. The Case Management Order and Local Rule 9075-2 provide that pleadings may be granted without a hearing if (a) no objections or other responsive pleadings have been filed on or before the applicable deadline and (b) the attorney for the entity that filed the pleading complies with the relevant procedural and notice requirements.

3. As of the filing of this certificate, the Objection Deadline has passed and, to the best of my knowledge, no objection or responsive pleading to the Motion has been (a) filed with the Court on the docket of the above-captioned chapter 11 cases or (b) served on the Debtors or their counsel.

4. Accordingly, the Debtors respectfully request that the Court enter the proposed order, a copy of which is attached hereto as **Exhibit A**, granting the Motion in accordance with the procedures set forth in the Case Management Order and Local Rule 9075-2.

[Remainder of page intentionally left blank]

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: January 3, 2022
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

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Exhibit A

Proposed 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)

**ORDER (I) AUTHORIZING CERTAIN DEBTORS TO ENTER INTO
AGREEMENTS WITH MTU MAINTENANCE BERLIN-BRANDENBURG
GMBH AND MTU MAINTENANCE LEASE SERVICES B.V.
AND (II) APPROVING THE CLAIMS SETTLEMENT THEREIN**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), (a) authorizing, but not directing, Debtor Aerolitoral, S.A. de C.V. (“**Aerolitoral**”) and Debtor Aerovías de México, S.A. de C.V. (“**Aerovías**”) to (i) enter into the Letter Agreement attached hereto as **Exhibit 1** and the Replacement Agreement, on terms substantially consistent with those set forth in the Letter of Intent attached to the Letter Agreement as **Appendix 2**, and (ii) reject the PPE Agreement upon entry into the Replacement Agreement and (b) approving the Claims Settlement, each as set forth more fully in the Motion, the Letter Agreement, 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

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Letter Agreement, as applicable.

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 having reviewed the Motion and considered the relief requested therein; 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 Debtors are authorized (but not directed), pursuant to section 363(b) of the Bankruptcy Code, to enter into, and perform their obligations under, the Letter Agreement attached hereto as **Exhibit 1**.
3. The Debtors are authorized (but not directed), pursuant to sections 363(b) and 365 of the Bankruptcy Code, to enter into, and perform their obligations under, the Replacement Agreement on terms substantially consistent with those set forth in the Letter of Intent attached to the Letter Agreement as **Appendix 2**, and upon effectiveness of the Replacement Agreement, the PPE Agreement will be deemed rejected.
4. The Debtors and MTU 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 Agreements, and to take any and all actions to implement the Agreements.
5. The Claims Settlement is (a) integral and necessary to the MTU 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, MTU, and their affiliates.

6. In accordance with the Claims Settlement, the following Claims shall be allowed in the final amounts listed below (the "**Allowed Claims**"):

Claim / Schedule Number	Claimant	Debtor	Treatment	Final Amount
13412 / 561073240	MTU Maintenance Lease Services B.V.	Aerovías	Allowed	\$303,904.83
13414 / 565019670	MTU Maintenance Lease Services B.V.	Aerolitoral	Allowed	\$247,236.36
13479 / 565019650	MTU Maintenance Berlin- Brandenburg GmbH	Aerolitoral	Allowed	\$1,904,921.81
13491	MTU Maintenance Berlin- Brandenburg GmbH	Aerolitoral	Allowed	\$2,869,433.95
13494	MTU Maintenance Berlin- Brandenburg GmbH	Aerolitoral	Allowed	\$2,148,892.60
13497	MTU Maintenance Berlin- Brandenburg GmbH	Aerolitoral	Allowed	\$2,486,669.63
13499	MTU Maintenance Berlin- Brandenburg GmbH	Aerolitoral	Allowed	\$261,806.13
13501	MTU Maintenance Berlin- Brandenburg GmbH	Aerolitoral	Allowed	\$497,072.92
13502	MTU Maintenance Berlin- Brandenburg GmbH	Aerolitoral	Allowed	\$2,165,146.08
			Total:	\$12,885,084.31

7. In accordance with the Claims Settlement, Aerolitoral is authorized to pay MTU-BB \$5,741,097.24 in cash for the return of the MOE Engines free and clear of any liens (the "**MOE Payoff Amount**"), and must remit such amount within 10 business days of the date of this Order. Upon such payment, (i) MTU-BB must promptly release, discharge, and ship the MOE Engines to Aerolitoral free of any liens and encumbrances in favor of or arising through MTU-BB services performed on the MOE Engines and (ii) the claims assigned numbers 13482 and 13483 will be withdrawn (the "**Withdrawn Claims**").

8. The claim numbered 13498 is currently allowed as a prepetition non-priority general unsecured claim against Aerolitoral's bankruptcy estate in the final amount of \$2,132,735.62. If the Debtors ultimately assume the Falko Engine's underlying lease, then upon the effectiveness of such assumption, (a) the Falko Engine Claim will be expunged, and (b) as set forth in § 2(c) of the Letter Agreement, (i) MTU-BB will complete the repairs to and return the Falko Engine and (ii) Aerolitoral will make the payments specified therein in accordance with its terms.

9. MTU-BB will be granted a contingent non-priority general unsecured claim against Aerolitoral's bankruptcy estate in the final amount of \$20,000,000, which will be immediately allowed if Aerolitoral and MTU-BB enter into the Replacement Agreement by the Replacement Agreement Completion Date (the "**Contingent Replacement Agreement Claim**"). For the avoidance of doubt, if the replacement Agreement is entered into on or before the Replacement Agreement Completion Date, the Contingent Replacement Agreement Claim shall be the only Claim of MTU-BB resulting from the rejection of the PPE Agreement allowed in the Chapter 11 Cases.

10. Upon entry of this Order, the Allowed Claims shall be automatically allowed and the Contingent Replacement Agreement Claim shall be automatically granted. Upon the remittance of the MOE Payoff Amount, the Withdrawn Claims will be automatically withdrawn. Upon entry into the Replacement Agreement, so long as it is entered into on or by the Replacement Agreement Completion Date, the Contingent Replacement Agreement Claim shall be automatically allowed. In each instance, no further notice or action shall be required of the Debtors, or MTU to effectuate the allowance or withdrawal, as applicable, of such claims. From and after the 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, the granting of the Contingent Replacement Agreement Claim, the allowance or expungement of the Contingent Replacement Agreement Claim, the allowance of the Allowed Claims, and the withdrawal of the Withdrawn Claims, each as set forth in this Order.

11. The Debtors agree that the Allowed Claims, Falko Engine Claim, and, if applicable, the Contingent Replacement Agreement Claim shall be deemed “allowed” for all purposes in the Chapter 11 Cases. Upon entry of this Order, the Allowed Claims, the Falko Engine Claim, and, if applicable, the Contingent Replacement Agreement Claim *shall not be* (either directly or indirectly) (a) subject to any challenge, objection, reduction, counterclaim, or offset for any reason and (b) subject to any objection, avoidance or recovery actions under Sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code.

12. Any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(h)) that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

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. 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, their creditors, their respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, the Lessor and all other persons asserting interests in the Aircraft.

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, the PPE Agreement, the Replacement Agreement and the Letter Agreement.

Dated: _____, 2022
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE