

**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 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 and

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 or the Letter Agreement, as applicable.

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: January 4, 2022
New York, New York

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

Exhibit 1

Letter Agreement

LETTER AGREEMENT

THIS LETTER AGREEMENT (this “**Agreement**”) is made and entered into as of December [], 2021, by and among:

Aerolitoral, S.A. de C.V.

Paseo de la Reforma #445 A y B
Col. Cuauhtemoc, Del. Cuauhtemoc
C.P. 06500, Mexico D.F.
Mexico

- hereinafter referred to as “**Customer**,” -

MTU Maintenance Berlin-Brandenburg GmbH

Dr.-Ernst-Zimmermann-Strasse 2
14974 Ludwigsfelde
Germany

- hereinafter called “**MTU-BB**,” – and,

MTU Maintenance Lease Services B.V.

World Trade Center, Office Tower B/16F
Strawinskylaan 1639
1077XX Amsterdam

- hereinafter called “**MTU-MLS**” -

- Customer, Aerovías (as defined below), MTU-BB, and MTU-MLS, hereinafter each individually called a “**Party**” and collectively called the “**Parties**”.

RECITALS

WHEREAS, on June 30, 2020 (the “**Petition Date**”), Customer, Customer’s parent entity and certain affiliates filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code commencing the bankruptcy case captioned *In re Grupo Aeromexico, S.A.B. de C.V., et al*, jointly-administered under Case No. 20-11563 (the “**Bankruptcy Case**”) and pending in the United States Bankruptcy Court for the Southern District Court of New York (the “**Bankruptcy Court**”).

WHEREAS, prior to the Petition Date, Customer and MTU-BB entered into that certain Agreement (C004636) dated January 19, 2011, relating to certain maintenance, repair and overhaul (“**MRO**”) services for CF34-10E6 type engines (as amended, supplemented or otherwise modified from time-to-time, including pursuant to: (i) that certain Side Letter Agreement dated as of January 15, 2013, between the Customer and MTU-BB; (ii) that certain First Amendment to the LPT QT Agreement dated on or about March 3, 2015; (iii) that certain First Amendment to Side Letter Agreement dated on or about March 3, 2015; (iv) that certain Side Letter No. 4 to the Maintenance,

Repair and Overhaul Services Agreement for CF34-10E6 type Engines dated as of September 25, 2019; and (v) that certain First Amendment to the CF34-10E6 PPE Agreement dated on or about January 19, 2011, collectively the “**PPE Agreement**”).¹

WHEREAS, prior to the Petition Date, Customer issued various repair orders to MTU-BB in connection with the PPE Agreement as more fully set forth in the MTU Claims (as defined below) and MTU-BB completed the work requested by Customer under certain of these repair orders and returned certain of the related engines to Customer as set forth on Appendix 1 of this Agreement, which, for the avoidance of doubt, is incorporated into and part of this Agreement.

WHEREAS, prior to the Petition Date, Customer and MTU-MLS were parties to multiple agreements (as the same may have been amended, modified, or supplemented) respecting the leasing of one (1) aircraft engine model CF34-8E5 with the manufacturer serial number of ESN 902502 (“**Engine 902502**”). Specifically, Engine 902502 was governed by the following agreements/amendments: (a) that certain *Aircraft Engine Lease General Terms Agreement* (Contract No. 5D-1111-5068), dated December 12, 2011 (the “**General Terms Agreement**”); (b) that certain *Aircraft Engine Lease Agreement* (Contract No. 5D-1216-6805), dated December 29, 2016 (the “**902502-ELA**”); (c) the 902502-ELA, as further amended by the *First Amendment to the Aircraft Engine Lease Agreement*, effective as of January 1, 2018; and (d) the 902502-ELA, as further amended by the *Second Amendment to the Aircraft Engine Lease Agreement*, effective as of January 1, 2019 (the preceding (a) – (d), collectively, the “**902502 Lease Agreement**”).

WHEREAS, prior to the Petition Date, Customer and MTU-MLS were also parties to multiple agreements (as the same may have been amended, modified, or supplemented) respecting the leasing of one (1) aircraft engine model CF34-10E6 with the manufacturer serial number ESN 994551 (“**Engine 994551**”, and with Engine 902502, the “**Leased Engines**”). Specifically, Engine 994551 was governed by the following agreements/amendments: (a) the General Terms Agreement; (b) that certain *Aircraft Engine Lease Agreement* (Contract No. 5D-0518-8236), dated May 28, 2018 (the “**994551 ELA**”); (c) the 994551 ELA, as further amended by the *First Amendment to the Aircraft Engine Lease Agreement*, effective as of August 27, 2018; and (d) the 994551 ELA, as further amended by the *Second Amendment to the Aircraft Engine Lease Agreement*, effective as of October 4, 2018. (the “**994551 Lease Agreement**” and, with the 902502 Lease Agreement, collectively, the “**Customer Lease Agreements**”).

WHEREAS, prior to the Petition Date, Customer affiliate Aerovías de México, S.A. de C.V. (“**Aerovías**”) and MTU-MLS were parties to multiple agreements (as the same may have been amended, modified, or supplemented) respecting the leasing of one (1) aircraft engine model CFM56-7B26/3 with the manufacturer serial number ESN 876746 (the “**Engine 876746**”). Specifically, the Engine 876746 was governed by the following agreements/amendments: (a) that certain *Aircraft Engine Lease and General Terms Agreement* (Contract No. 5D-1111-5068), dated December 12, 2011; and (b) that certain *Engine Lease Agreement* (Contract No. AM-9014-0719-

¹ A copy of the PPE Agreement is: (a) in the possession of Customer and (b) subject to a confidentiality/proprietary information clause, but can, if required, be produced upon order of the Bankruptcy Court.

876746), dated July 22, 2019 (collectively, the “**876746 Lease Agreement**” and with the Customer Lease Agreements, collectively the “**AMX Lease Agreements**”).²

WHEREAS, on August 25, 2020, Customer, Aerovías, as well as the other affiliated debtors in the Bankruptcy Case, filed their *Schedules of Assets and Liabilities* (collectively, the “**Schedules**”) and *Statement of Financial Affairs*. See, generally, ECF Nos. 326-333.

WHEREAS, on November 18, 2020, the Bankruptcy Court entered the *Order (I) Establishing Deadline for Filing Proofs of Claim and Procedures Relating Thereto and (II) the Form and Manner of Notice Thereof* (ECF No. 648) (the “**Bar Date Order**”), which established January 15, 2021 as the general date by which creditors must submit their proofs of claim (the “**Bar Date**”).

WHEREAS, in compliance with the Bar Date Order, on or prior to the Bar Date, MTU-BB and MTU-MLS (collectively, “**MTU**”) filed claims, as more fully set forth on Appendix 1 to this Agreement, asserting amounts due and owing from Customer and Aerovías to MTU-BB and MTU-MLS as of the Petition Date (the “**MTU Claims**”).³ The MTU Claims, independently with respect to MTU-MLS and in the aggregate with respect to MTU-BB, are set forth in the Schedules as undisputed, liquidated, and noncontingent prepetition unsecured claims. See Schedules at p. 139-140 of 433 (ECF No. 330) (Aerolitoral) and p. 356 of 1661 (ECF No. 328) (Aerovías).

WHEREAS, to fully resolve the issues described herein, the Parties now desire to set forth the terms upon which the Parties will settle and MTU will be compensated, subject to the approval (the “**Approval Order**”) of the Bankruptcy Court, on account of the MTU Claims.

WHEREAS, Customer and MTU-BB also desire to set forth the framework for entering into a new maintenance, repair, overhaul (*i.e.*, MRO services) agreement for CF34-10E6 engine types between Customer and MTU-BB.

NOW, THEREFORE, based on the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. The above recitals are incorporated herein in the entirety.
2. **Settlement of the MTU Claims.**
 - a. **Completed Engine Repair Claims and Completed Lease Claims.** The Parties agree and acknowledge that paragraph A of Appendix 1 hereto sets forth a listing of claims made by both MTU-BB and MTU-MLS against Customer and Aerovías in respect of amounts that were unpaid as of the Petition Date for completed engine repairs provided by MTU-BB to Customer pursuant to the PPE Agreement and unpaid lease-related payments under the various AMX Lease Agreements between Aerovías and MTU-MLS (collectively, the “**Completed Repair and Lease Claims**”). The aggregate amount of the Completed Repair and Lease Claims is

² Copies of the AMX Lease Agreements are: (a) in the possession of Aerovías and (b) subject to confidentiality clause, but can, if required, be produced upon order of the Bankruptcy Court.

³ The MTU-Claims and the attachments thereto are fully incorporated into this Agreement by reference.

\$12,885,084.31, as more particularly described in paragraph A of Appendix 1. The Parties agree that upon the Effective Date, the Completed Repair and Lease Claims are allowed, as general unsecured prepetition claims against Customer and Aerovías, as applicable, in the amounts set forth in the “Allowed Claims” column of paragraph A of Appendix 1 attached to this Agreement (collectively, the “**Allowed Completed MTU Claims**”), in full and final satisfaction of the listed claims filed by MTU-BB and MTU-MLS, and other than the Allowed Completed MTU Claims of MTU and workmanship warranty claims of Customer and Aerovías, the Parties hereby fully and completely release one another from any and all other claims in connection with and arising from the Completed Repair and Lease Claims.

- b. **MOE Engines**. In full satisfaction of claim numbers 13482 and 13483, relating to, the engines bearing, respectively, serial numbers 424191 and 424349 (the “**MOE Engines**”), Customer and MTU-BB agree that Customer shall pay to MTU-BB the MOE Payoff Amount (as defined in paragraph B of Appendix 1) (*i.e.*, \$5,741,097.24) in immediately available US currency by wire transfer as directed by MTU-BB, no later than ten (10) business days after entry of the Approval Order on the docket in the Bankruptcy Case. Upon receipt of the MOE Payoff Amount, MTU-BB shall promptly release, discharge and ship the MOE Engines to Customer free of any liens and encumbrances in favor of or arising as a result of MTU-BB’s services performed on the MOE Engines and claim numbers 13482 and 13483 will be deemed withdrawn from the Bankruptcy Case.
- c. **Falko Engine**. Customer is a party to that certain lease agreement with Drake Leasing (the “**Falko Lease**”) pursuant to which it leases the engine bearing serial number 424619 (the “**Falko Engine**”). The Falko Engine is currently disassembled and located at MTU-BB. MTU-BB filed claim no. 13498 in connection with the Falko Engine against Customer on or before the Bar Date. Customer and MTU-BB agree that claim no. 13498 of MTU-BB shall be deemed an allowed, general unsecured prepetition non-priority claim against the bankruptcy estate of Customer in the amount of \$2,132,735.62 (the “**Allowed ESN 424619 Claim**”) upon entry of the Approval Order, provided, however, if Customer assumes the Falko Lease (including on an amended basis) during the Bankruptcy Case: (i) Customer and MTU-BB agree that Customer shall pay to MTU-BB 50% of the Falko Outstanding Amount (as defined in paragraph B of Appendix 1) (*i.e.*, \$1,850,000.00, the “**Falko Initial Payment**”) in immediately available US currency by wire transfer as directed by MTU-BB no later than ten (10) business days after entry of an order on the docket in the Bankruptcy Case approving the assumption and amendment of the Falko Lease; (ii) upon receipt of the Falko Initial Payment, MTU-BB shall promptly complete and return the Falko Engine to serviceability and compliance within the agreed workscope and shall notify Customer of such completion; (iii) promptly, and in any event no later than ten (10) business days after receipt of such notice from MTU-BB, Customer shall pay to MTU-BB the remaining 50% of the Falko Outstanding Amount (as defined in paragraph B of Appendix 1) (*i.e.*, \$1,850,000.00) in immediately available US currency by wire transfer as

directed by MTU-BB; (iv) MTU-BB shall release, discharge and ship the Falko Engine to Customer free of any liens and encumbrances in favor of or arising as a result of MTU-BB's services performed on the Falko Engine; and (v) the Allowed ESN 424619 Claim (*i.e.*, claim number 13498) will be deemed withdrawn from the Bankruptcy Case.

- d. **The PPE Agreement.** All terms of the PPE Agreement shall apply and remain in full force and effect unless specifically altered or amended by this Agreement or until entry of the Replacement Agreement (as defined below). Capitalized terms not otherwise defined herein shall have the meanings given to them in the PPE Agreement. Customer and MTU-BB shall continue to negotiate in good faith to agree on terms to enter into a new MRO agreement ("**Replacement Agreement**") incorporating, among other terms, the terms set forth on Appendix 2 to this Agreement, which, for the avoidance of doubt, is incorporated into and part of this Agreement. Customer and MTU-BB shall use commercially reasonable efforts to agree upon such Replacement Agreement prior to such date that is five (5) days prior to the date set by the Bankruptcy Court as the date for creditors to vote on any plan filed and approved for solicitation in the Bankruptcy Case (the "**Replacement Agreement Completion Date**"). Should Customer and MTU-BB agree upon the Replacement Agreement by the Replacement Agreement Completion Date, the Parties agree that MTU-BB will hold an allowed, general unsecured prepetition non-priority claim against the bankruptcy estate of Customer in the amount of \$20,000,000.00 (the "**MTU PPE Claim**") in satisfaction of any claims of MTU-BB against Customer existing under the PPE Agreement or the Bankruptcy Code. Should Customer and MTU-BB not enter into the Replacement Agreement prior to the Replacement Agreement Completion Date, Customer and MTU-BB shall be returned to the *status quo ex ante* respecting matters concerning only the PPE Agreement as if this Agreement had never been executed and each will hold any and all rights, claims, and defenses available under applicable law, equity, and the Bankruptcy Code.
3. **No Challenge:** The Parties agree that any allowed unsecured claim held by MTU under this Agreement (*i.e.*, Allowed Completed MTU Claims, Allowed ESN 424619 Claim, or, if applicable, MTU PPE Claim) shall be deemed "allowed" for all purposes in the Bankruptcy Case. Upon the Effective Date, any such allowed 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.
4. **Condition Precedent.** This Agreement shall become effective on the date upon which the Bankruptcy Court enters the Approval Order, which shall be mutually satisfactory to the Parties hereto, each in its own reasonable discretion (the "**Effective Date**").

5. **Miscellaneous:**

- a. **Headings.** Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
- b. **Severability.** If any provision of this Agreement is held unenforceable by a court or tribunal of competent jurisdiction because it is invalid or conflicts with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected. In such event, the Parties shall negotiate a substitute provision that, to the extent possible, accomplishes the original business purpose.
- c. **Law and Jurisdiction.** Clause 18 of the PPE Agreement shall apply to this Agreement, *mutatis mutandis*, as if it had been fully set forth herein.
- d. **Counterparts.** This Agreement may be signed in counterpart originals and delivered by facsimile or email, which, when fully executed, shall constitute a single original. A facsimile or email signature delivered by portable data format (.pdf) shall be deemed an original.
- e. **Integration and Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of it and supersedes all prior agreements and undertakings between the Parties relating to the subject matter hereof. There are no other covenants, promises, agreements, conditions or understandings, either oral or written, express or implied, between the Parties, except for this Agreement with respect to its subject matter. The terms of this Agreement are contractual and not merely recitals. This Agreement may not be modified, amended, altered, changed or waived except in a writing and duly executed by all Parties or by further order of the Bankruptcy Court.
- f. **No Presumption.** The Parties acknowledge: (a) they have carefully read and fully understand the terms of this Agreement; (b) no presumption or burden of proof shall apply against the drafter of this Agreement with respect to its interpretation or construction; (c) this Agreement shall be construed in all respects as jointly drafted, and shall not be construed in any way against any other Party hereto on the grounds that the Party was the drafter of this Agreement; and (d) they are fully satisfied with all of the terms of this Agreement.
- g. **Authorization.** Each of the Parties to this Agreement represents and warrants it is duly authorized to enter into and be bound by this Agreement and, have obtained all required consents, and have had full opportunity to consult with legal counsel regarding the terms hereof. The Parties entered into this Agreement knowingly and voluntarily and agree to all of its provisions.
- h. **No Assignment.** Each of the Parties warrants and represents to the other Party that, as of the date of this Agreement, it has not heretofore assigned, encumbered, hypothecated or transferred, or purported to assign, encumber, hypothecate or transfer, to any other person or entity in any manner, including by way of subrogation, any claim, demand, right or cause of action released herein or relating thereto.

- i. **No Admission.** Each Party agrees and stipulates that this Agreement is made solely for the purpose of settling and compromising claims and disputes and in order to avoid the cost and expense of litigation. Nothing herein shall constitute an admission of any fact or prejudice any question of law with respect to the matters addressed by this Agreement unless specifically addressed in this Agreement. Nothing herein shall constitute an admission of wrongdoing or liability by any of the Parties.
- j. **The Bankruptcy Case.** This Agreement shall be filed (in unsealed or partially-sealed form) and become part of the record in Bankruptcy Case.
- k. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of each Party hereto and each of their respective successors and assigns, if any. Nothing in this Agreement is intended to confer upon any other person, whether or not named herein, any rights or remedies of any nature whatsoever under or by reason of this Agreement. Except as otherwise expressly agreed herein, the Parties reserve all their respective rights and defenses with respect to any claims not resolved through this Agreement or other agreements between the Parties not specifically referenced in this Agreement.
- l. **No Assumption.** For the avoidance of doubt, nothing herein shall constitute an assumption of any contract or agreement between the Parties.
- m. **Claims Agent.** The claims agent, Epiq Corporate Restructuring, LLC, in the Bankruptcy Case, and the clerk of the Bankruptcy Court are authorized to take all actions necessary and appropriate to give effect to this Agreement and the Approval Order.
- n. **Bankruptcy Court Approval.** This Agreement is subject to the approval of the Bankruptcy Court and shall be of no force and effect unless and until such approval is obtained. In the event that Customer does not obtain Bankruptcy Court approval, the Effective Date shall not occur, this Agreement shall be unenforceable, null and void and shall be deemed to have been for settlement purposes only, subject to Federal Rule of Evidence 408 and similar rules, and the Parties shall be restored to their positions as if this Agreement were never agreed among them.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives as of the date above-first written:

AEROLITORAL, S.A. DE C.V.

**MTU MAINTENANCE BERLIN-
BRANDENBURG GMBH**

By: _____
Name:
Title:

By: _____
Name:

Title:
**MTU MAINTENANCE BERLIN-
BRANDENBURG GMBH**

AEROLITORAL, S.A. DE C.V.

By: _____
Name:
Title:
AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:
MTU MAINTENANCE LEASE SERVICES B.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

AEROVÍAS DE MÉXICO, S.A. DE C.V.

MTU MAINTENANCE LEASE SERVICES B.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

APPENDIX 1

The MTU Claims

A. Completed Engine Repair Claims and Completed Lease Claims

| Claim No. | Debtor | Creditor | ESN | US\$ Amount per PoC | Allowed Unsecured Claim US\$ Amount |
|-----------|----------|----------|----------------|------------------------|-------------------------------------|
| 13497 | Customer | MTU-BB | 424 404 | 2,486,669.63 | 2,486,669.63 |
| 13491 | Customer | MTU-BB | 424 398 | 2,869,433.95 | 2,869,433.95 |
| 13479 | Customer | MTU-BB | 424 178 | 1,904,921.81 | 1,904,921.81 |
| 13501 | Customer | MTU-BB | 994 411 | 497,072.92 | 497,072.92 |
| 13502 | Customer | MTU-BB | 994 614 | 2,165,146.08 | 2,165,146.08 |
| 13494 | Customer | MTU-BB | 424 402 | 2,148,892.60 | 2,148,892.60 |
| 13499 | Customer | MTU-BB | 902 502 | 261,806.13 | 261,806.13 |
| 13412 | Aerovías | MTU-MLS | 876746 | 303,904.83 | 303,904.83 |
| 13414 | Customer | MTU-MLS | 902502 /994551 | 247,236.36 | 247,236.36 |
| | | | | | |
| | | | Total: | \$12,885,084.31 | \$12,885,084.31 |

B. Engines Located at MTU-BB's Facility

| Claim No. | Creditor | Debtor | ESN | Owner | Status | US\$ Amount per PoC | | US\$ Cash amount due |
|-----------|----------|----------|---------|-----------------------|------------------------|---------------------|---------------------------------|--|
| 13482 | MTU-BB | Customer | 424 191 | Brasilmex Leasing LLC | on hold after test run | 3,149,776.65 | | 3,149,776.65 |
| 13483 | MTU-BB | Customer | 424 349 | Brasilmex Leasing LLC | serviceable | 2,591,320.59 | | 2,591,320.59 |
| | | | | | | | | |
| | | | | | | Total: | | \$5,741,097.24 (the “ <u>MOE Payoff Amount</u> ”) |
| | | | | | | | | |
| Claim No. | Creditor | Debtor | ESN | Owner | Status | US\$ Amount per PoC | US\$ Amount to Complete Repairs | US\$ Cash amount due |
| 13498 | MTU-BB | Customer | 424 619 | FALKO [Drake Leasing] | disassembled | 2,132,735.62 | 1,567,264.38 | \$3,700,000.00 (the “ <u>Falko Outstanding Amount</u> ”) |

APPENDIX 2

Summary of Terms – Replacement Agreement

Maintenance Provider: MTU Maintenance Berlin-Brandenburg GMBH

Customer: Aerolitoral, S.A. de C.V.

Scope of Contract: Repair orders for maintenance services placed by Customer or its affiliates for CF34-10E6 engines and related LLPs, LRUs and Parts on a non-exclusive basis.

Term of Contract: Through November 30, 2026

Agreed Workslope: To be agreed in the definitive agreement, [REDACTED].

Not-to-Exceed Price: [REDACTED], escalated pursuant to a formula no less advantageous to Customer than the escalation formula in the existing PPE Agreement, as amended. The NTE Price shall be inclusive and without exception (including selected over and above and supplemental charges) for scheduled removals, except for FOD, misuse, abuse, operations not considered normal operations per the relevant Aircraft Flight Manual and Aircraft Maintenance Manual.

[REDACTED] [REDACTED]

General Terms and Conditions: Substantially similar to the existing PPE Agreement between Customer and Maintenance Provider, with such changes as are necessary to implement the specific terms agreed herein and as otherwise are necessary or agreed between the parties.

Governing Law and Disputes: New York law and AAA arbitration.