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*Counsel to Intelsat Inflight LLC formerly known as Gogo LLC*

**UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
GRUPO AEROMÉXICO, S.A.B. de C.V., <i>et</i>	:	Case No. 20-11563 (SCC)
<i>al.</i> ,	:	
	:	(Jointly Administered)
Debtors. <sup>1</sup>	:	
	:	<b>Re: D.I. 2369</b>
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**LIMITED OBJECTION AND RESERVATION OF RIGHTS  
OF INTELSAT INFLIGHT LLC F/K/A GOGO LLC TO PROPOSED CURE AMOUNT**

Intelsat Inflight LLC formerly known as Gogo LLC (“Gogo”), by and through its undersigned counsel, hereby files this limited objection and reservation of rights (the “Limited Objection”) to the proposed cure amount identified in the Debtors’ *Notice of Assumption of Executory Contracts and Unexpired Leases (Including Assumption Schedule)* as it relates to Gogo. See Docket No. 2369 at Exhibit A (the “Cure Notice”). In support of its Limited Objection, Gogo respectfully sets forth as follows:

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<sup>1</sup> 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.

1. On June 30, 2020 (the “Petition Date”), the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) each commenced a case under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

2. Gogo is an executory contract counterparty of the Debtors. Specifically, Gogo provides in-flight wireless services to the Debtors pursuant to that certain In-Flight Connectivity and Entertainment Services Agreement, dated as of August 22, 2014, by and among Debtors Aerolitoral, S.A. de C.V. and Aerovias de México, S.A. de C.V., and Gogo (as amended from time to time, the “Agreement”).<sup>2</sup>

3. On October 1, 2021, the Debtors filed the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1806] (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “Plan”). In connection with the Plan, on December 28, 2021, the Debtors filed their Plan Supplement, which includes, among other things, the Cure Notice for those executory contracts and unexpired leases that the Debtors intend to assume through the Plan. The Debtors’ aggregate proposed cure amount related to the Agreement is \$505,100.00 (the “Cure Amount”).

4. The Cure Amount is incorrect. The total outstanding pre-petition amount owed to Gogo under the Agreement is \$984,300.95 (the “Actual Cure Amount”). *See* Proof of Claim No. 14079 (filed in the amount of \$224,250.50); Proof of Claim No. 14083 (filed in the amount of

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<sup>2</sup> The Agreement is already in the Debtors’ possession and therefore is not attached hereto; however, a copy is available upon reasonable request.

\$560,508.71); and Schedule No. 561043400 (scheduled in the amount of \$199,541.74), which claims and schedules are incorporated by reference herein.<sup>3</sup>

NOTICE

5. As set forth in the Plan Supplement, notice of this Limited Objection will be provided to: counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Josh Sturm and Stephen Piraino, Email: timothy.graulich@davispolk.com, josh.sturm@davispolk.com and stephen.priaino@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willke.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly

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<sup>3</sup> The Debtors and Gogo are currently negotiating an amended Agreement which will, among other things, resolve the Cure Amount at the amount set forth in the Plan Supplement. Once executed, Gogo intends to promptly withdraw this Limited Objection.

under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov.

RESERVATION OF RIGHTS

6. Gogo reserves its rights to supplement this Limited Objection at or prior to the hearing on confirmation of the Plan, assumption of the Agreement, or approval of the Cure Amount.

WHEREFORE, Gogo respectfully requests that the Court (i) sustain this Limited Objection, (ii) condition the confirmation of the Plan and assumption of the Agreement on the payment of the Actual Cure Amount, and (iii) grant such other and further relief as is just and proper under the circumstances.

Dated: January 7, 2022

BENESCH, FRIEDLANDER, COPLAN &  
ARONOFF LLP

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*Counsel for to Intelsat Inflight LLC formerly  
known as Gogo LLC*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that, on January 7, 2022, I caused a copy of the foregoing *Limited Objection and Reservation of Rights Intelsat Inflight LLC f/k/a Gogo LLC to Proposed Cure Amount* (the "Limited Objection") to be filed electronically with the Court and served through the Court's CM/ECF system upon all registered electronic filers appearing in these cases and upon those parties set forth in Paragraph 5 of the Limited Objection via email.

/s/ Michael J. Barrie  
Michael J. Barrie (No. 5057450)