

DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800  
Marshall S. Huebner  
Timothy Graulich  
James I. McClammy  
Stephen D. Piraino (admitted *pro hac vice*)

*Proposed Counsel to the Debtors  
and Debtors in Possession*

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

**In re:**

**GRUPO AEROMÉXICO, S.A.B. de C.V., et  
al.,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**CERTIFICATE OF NO OBJECTION UNDER  
28 U.S.C. § 1746 REGARDING NOTICE OF HEARING ON DEBTORS MOTION FOR  
ENTRY OF AN ORDER (I) PROHIBITING UTILITIES FROM ALTERING,  
REFUSING OR DISCONTINUING SERVICE, (II) DEEMING UTILITIES  
ADEQUATELY ASSURED OF FUTURE PERFORMANCE AND  
(III) ESTABLISHING PROCEDURES FOR DETERMINING REQUESTS FOR  
ADDITIONAL ADEQUATE ASSURANCE**

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 this 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:

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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. Responses to the *Notice of Hearing on Motion of Debtors for Entry of an Order (I) Prohibiting Utilities From Altering, Refusing or Discontinuing Service, (II) Deeming Utilities Adequately Assured of Future Performance and (III) Establishing Procedures for Determining Requests for Additional Adequate Assurance* [ECF No. 51], filed July 3, 2020 (the “**Motion**”) were due no later than July 17, 2020, at 4:00 p.m. (prevailing Eastern Time) (the “**Objection Deadline**”). 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 objection deadline and (b) the attorney for the entity that filed the Motion complies with the relevant procedural and notice requirements.

2. As of the filing of this certificate, more than forty-eight (48) hours have elapsed since the Objection Deadline and, to the best of my knowledge, no 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 proposed counsel.

3. Accordingly, the Debtors respectfully request that the Court enter the proposed order, a copy of which is attached hereto as **Exhibit A**, granting the relief requested in the Motion in accordance with the procedures described in the Case Management Order.

*[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: New York, New York  
July 19, 2020

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

450 Lexington Avenue  
New York, New York 10017  
Tel: (212) 450-4000  
Fax: (212) 701-5800  
Marshall S. Huebner  
Timothy Graulich  
James I. McClammy  
Stephen D. Piraino (admitted *pro hac vice*)  
*Proposed Counsel to the Debtors and Debtors in Possession*

**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.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**ORDER (I) PROHIBITING UTILITIES FROM ALTERING, REFUSING OR  
DISCONTINUING SERVICE, (II) DEEMING UTILITIES ADEQUATELY ASSURED  
OF FUTURE PERFORMANCE AND (III) ESTABLISHING PROCEDURES  
FOR DETERMINING REQUESTS FOR ADDITIONAL ADEQUATE ASSURANCE**

Upon the motion (the “**Motion**”)<sup>2</sup> 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**”) for entry of an order (this “**Order**”) prohibiting all Utility Providers and Consenting Foreign Utility Providers from altering, refusing or discontinuing service, deeming utilities adequately assured of future performance and establishing procedures for determining requests for additional adequate assurance, all as set forth more fully in the Motion; 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 being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and the opportunity for a hearing thereon having

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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.

<sup>2</sup> Each capitalized term used herein but not otherwise defined herein shall have the meaning ascribed to it in the Motion.

been provided, and it appearing that no other or further notice or a hearing is required; and the Court having reviewed the Motion; and 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 determined that relief is necessary to avoid irreparable harm to the Debtors and their estates and is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on a final basis as set forth herein.

2. Except in accordance with the procedures set forth below, all Utility Providers and Consenting Foreign Utility Providers are (a) prohibited from altering, refusing or discontinuing Utility Services to the Debtors on account of any unpaid prepetition charges or the commencement of the chapter 11 cases and (b) prohibited from discriminating against the Debtors, or requiring payment of a deposit or receipt of any other security for continued service as a result of the Debtors' bankruptcy filing or any outstanding prepetition invoices other than the procedures established herein.

3. To the extent not already deposited, within ten (10) days from the entry of this Order, the Debtors shall deposit a sum of \$26,800.00 (the "**Adequate Assurance Deposit**") into a bank account established by the Debtors, or a current dormant bank account that has been previously established (the "**Utility Deposit Account**"), for the purpose of providing the Utility Providers with adequate assurance of their post-petition services to the Debtors. The Utility Deposit Account may be either interest-bearing or non-interest-bearing at the Debtors' election.

4. The Utility Deposit Account shall be maintained with a minimum balance of \$26,800.00, which may be adjusted by the Debtors (a) to account for the addition or removal of a Utility Provider from the Debtors' list of Utility Providers attached hereto as **Schedule 1**, as may be amended or modified in accordance with the procedures set forth herein regardless of any Request (as defined below) and (b) in accordance with the terms of any agreement between the Debtors and the affected Utility Provider.

5. The Adequate Assurance Deposit (a) demonstrates the Debtors' ability to pay for future Utility Services in the ordinary course of business and (b) constitutes adequate assurance of future performance to each of the Utility Providers (collectively, the **"Proposed Adequate Assurance"**).

6. The Debtors are authorized to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by Utility Providers to the Debtors after the Petition Date.

7. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors, without further Court order, on the earlier of (a) the reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable non-bankruptcy law following the Debtors' termination of Utility Services from such Utility Provider or (b) the effective date of any chapter 11 plan confirmed in these chapter 11 cases; *provided, however*, that there are no outstanding disputes related to post-petition payments due.

8. The Debtors' Utility Providers are prohibited from requiring additional adequate assurance of payment other than in accordance with the following procedures (the **"Adequate Assurance Procedures"**):

(a) The Debtors or their advisors shall provide a copy of this Motion (including the Proposed Order) and the order approving the relief requested in this Motion to each of the Utility Providers listed on the Utilities List within two (2) business days after entry of such order by the Court by way of postage prepaid, first-class regular mail.

(b) a Utility Provider is not satisfied with the Proposed Adequate Assurance, it must serve a written request (including by email) (a “**Request**”) upon the proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 (Attn: Marshall S. Huebner, Timothy Graulich, James I. McClammy and Stephen D. Piraino (email: aerom.utilities@davispolk.com)). The Request must set forth (w) the location(s) for which Utility Services are provided, (x) the account number(s) for such location(s), (y) the outstanding balance for each account and (z) an explanation of why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

(c) If the Debtors determine, in their sole discretion, that a Request or any consensual agreement reached in connection therewith is reasonable, the Debtors, without further order of the Court, may enter into agreements granting additional adequate assurance to the Utility Provider serving such Request and, in connection with such agreements, provide the Utility Provider with additional adequate assurance of payment, including payments on prepetition amounts owing, cash deposits, prepayments or other forms of security, with notice to the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) and any counsel to any official committee appointed in these chapter 11 cases within fifteen (15) days.

(d) If the Debtors, in their sole discretion, determine that a Request is unreasonable, then they promptly shall negotiate with the requesting party and if unable to reach a prompt resolution to the Request, set the matter for hearing at the next regularly scheduled omnibus hearing date in the case. Pending the hearing, the Utility Provider that is the subject of the unresolved Request may not alter, refuse or discontinue services to the Debtors.

(e) Absent compliance with the procedures set forth in the Motion and this Order, the Debtors’ Utility Providers are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with Bankruptcy Code section 366.

9. The Utility Providers have been provided with adequate assurance of payment within the meaning of Bankruptcy Code section 366; the Adequate Assurance Procedures as proposed are hereby approved; the Utility Providers are prohibited from altering, refusing or discontinuing Utility Services on account of prepetition amounts outstanding and on account of



any perceived inadequacy of the Adequate Assurance Procedures; and the Debtors are not required to provide any additional adequate assurance beyond what is stated in this Order.

10. Utility Providers shall be deemed to have adequate assurance of payment within the meaning of Bankruptcy Code section 366 unless and until (a) the Debtors, in their sole discretion, agree to an alternative assurance of payment with the Utility Provider or (b) the Court enters an order requiring that additional adequate assurance of payment be provided.

11. The Debtors are authorized to amend the Utilities List, attached hereto as **Schedule 1**, in their sole discretion, to add any subsequently identified Utility Provider. This Order shall be deemed to apply to any such Utility Provider regardless of when such Utility Provider may be added to the Utilities List. If the Debtors amend the Utilities List subsequent to the filing of the Motion, the Debtors shall (a) file a supplemental notice with the Court (the “**Supplemental Notice**”), (b) serve a copy of this Motion, the signed order granting the Motion and the Supplemental Notice, by first-class mail on all Utility Providers listed in such Supplemental Notice and (c) post the Supplemental Notice on the Debtors’ case information website located at <https://dm.epiq11.com/aeromexico>. If a Request is made, the Debtors and the Utility Provider making the Request shall be bound by the Adequate Assurance Procedures set forth herein, as applicable.

12. The Request must actually be received by the (a) Debtors’ proposed counsel, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 (Attn: Marshall S. Huebner, Timothy Graulich, James I. McClammy and Stephen D. Piraino (email: aerom.utilities@davispolk.com)) and (b) counsel to the official committee of unsecured creditors.

13. In the event an additional Utility Provider is added to the Utilities List, the Debtors shall increase the amount of the Adequate Assurance Deposit by an amount equal to two (2) weeks of Utility Services provided by such additional Utility Provider, calculated using the Debtors' historical average for such payments over the past twelve (12) months.

14. The Debtors may terminate the services of any Utility Provider by providing written notice (a "**Termination Notice**") to the Utility Provider.

15. The Debtors may reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Service upon payment of any final bill; *provided, however*, that there are no outstanding disputes related to post-petition payments due. To the extent the Debtors issue a Termination Notice or the services provided by the Utility Provider are otherwise terminated, any deposit held by such Utility Provider must be returned to the Debtors in accordance with the procedures of applicable non-bankruptcy law, and the Debtors may reduce the Adequate Assurance Deposit attributable to such Utility Provider accordingly.

16. The Debtors may amend the Utilities List to delete a Utility Provider only if the Debtors have provided two (2) weeks' advance notice to such Utility Provider, in writing, and have not received any objection from such Utility Provider. If an objection is received, the Debtors may request a hearing before the Court at the next omnibus hearing date, or such other date that the Debtors and the Utility Provider may agree.

17. Nothing herein constitutes a finding that any entity is or is not a Utility Provider hereunder or under Bankruptcy Code section 366, whether or not such entity is included in the Utilities List, and the Debtors retain the right to dispute whether any of the entities now or hereafter listed on **Schedule 1** attached hereto are or are not "utilities" within the meaning of Bankruptcy Code section 366.

18. Any Utility Provider that does not make a Request or otherwise comply with the Adequate Assurance Procedures shall be prohibited from altering, refusing or discontinuing Utility Services, including as a result of the Debtors' failure to pay charges for prepetition Utility Services or to provide adequate assurance of payment in addition to the Proposed Adequate Assurance.

19. The Debtors' Consenting Foreign Utility Providers are prohibited from requiring additional adequate assurance of payment other than in accordance with the following procedures (the "**Adequate Assurance Procedures**"):

- a. Pursuant to section 366 of the Bankruptcy Code, a Foreign Utility Provider may receive adequate assurance by providing its irrevocable written consent to the jurisdiction of the Bankruptcy Court for the Southern District of New York and to the applicability of section 366 of the Bankruptcy Code (in form and substance acceptable to the Debtors), so that it is received by the Notice Parties. Within seven (7) United States business days of the receipt of such consent or such other period as the Debtors and the relevant Foreign Utility Provider may agree, the Debtors will deposit into the Adequate Assurance Account a sum amounting to 50% of the Debtors' average monthly cost of the services provided by the consenting Foreign Utility Provider over the preceding twelve (12) months (any such provider, a "**Consenting Foreign Utility Provider**"), or such other amount as agreed to by the Debtors and such Consenting Foreign Utility Provider.
- b. Following the date upon which a chapter 11 plan is confirmed in these chapter 11 cases, all funds deposited into the Adequate Assurance Account shall be

released to the Debtors. Any Additional Adequate Assurance Security shall be returned to the Debtors no later than the earlier of five business days following the date upon which (i) a chapter 11 plan is confirmed in these chapter 11 cases or (ii) the Debtors provide notice to a Utility Provider or Consenting Foreign Utility Provider that the services it provided to the Debtors no longer will be needed, *provided* that in the case of clause (ii), the Debtors shall have paid such Utility Provider or Consenting Foreign Utility Provider in full for any outstanding post-petition services or such outstanding amounts may be satisfied by reducing the Additional Adequate Assurance Security.

- c. Absent compliance with the Adequate Assurance Procedures, the Debtors request that the Consenting Foreign Utility Providers be forbidden from altering, refusing or discontinuing service, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

20. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay any and all checks, drafts, wires, check transfer requests or automated clearinghouse transfers evidencing amounts paid by the Debtors under this Order whether presented prior to, on or after the Petition Date to the extent the Debtors have good funds standing to their credit with banks or other financial institutions. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks are issued or authorized to be paid pursuant to this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

21. Nothing in this Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to Bankruptcy Code section 365, and all of the Debtors' rights with respect to such matters are expressly reserved.

22. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by any person or entity or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

23. Nothing in this Order or the Motion shall be construed as prejudicing the rights of the Debtors to dispute or contest the amount of or basis for any claims against the Debtors in connection with or relating to the Utility Services.

24. Nothing in this Order nor the Debtors' payment of claims pursuant to this Order shall be construed as (a) an agreement or admission by the Debtors as to the validity or priority of any claim on any grounds, (b) a waiver or impairment of any of the Debtors' rights to dispute any claims on any grounds, (c) a promise by the Debtors to pay any claim or (d) an implication or admission by the Debtors that such claim is payable pursuant to this Order.

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

26. The contents of the Motion and the notice procedures set forth therein are good and sufficient notice and satisfy the Bankruptcy Rules and the Local Bankruptcy Rules for the Southern District of New York, and no other or further notice of the Motion or the entry of this Order shall be required.

27. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the relief granted in this Order.

28. 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  
[\_\_\_\_], 2020

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**Schedule 1**

**List of U.S. Utility Providers**

<b>Utility Servicer</b>	<b>Utility Account Number</b>	<b>Utility Provided</b>	<b>Utility Servicer Address</b>	<b>Proposed Adequate Assurance Deposit (US\$)</b>
AIRESPRING INC	1338106	Communications	6060 SEPULVEDA BLVD STE 220 VAN NUYS, CA 91411	600
ARAKELLAN ENTERPRISES INC	2M0605675	Garbage & Waste	14048 VALLEY BLVD PO BOX 60009 CITY OF INDUSTRY, CA 91716 0009	2,100
AT&T	650 588-8860 367 7	Communications	PO BOX 5080 CAROL STREAM, IL 60197 5080	4700
CENTURY LINK	0205083666 / 5-RDGJDSSG	Communications	P.O. BOX 2961 PHOENIX, AZ 85062-2961	10,300
CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER	6471151000	Water	111 NORTH HOPE STREET ROOM 445 LOS ANGELES, CA 90012	3,400
CONVERGEONE UNIFIED TECHNOLOGY SOLUTIONS	030-030171	Communications	1290 AVENUE OF THE AMERICAS 14TH FLOOR NEW YORK, NY 10104	300
COX COMMUNICATIONS INC	0013110124046501	Communications	PO BOX 53214 PHOENIX, AZ 85072 3124	200
IPASS INC	3014883	Communications	3800 BRIDGE PARKWAY SUITE 200 REDWOOD SHORES, CA 94065	2,000
MCI WORLDCOM	7D128494	Communications	PO BOX 371838 PITTSBURGH, PA 15250 7838	100
NEC CORPORATION OF AMERICA	DFW16210	Communications	DEPT 100150 PASADENA, CA 91189 0150	200
SPRINT COMMUNICATIONS INC	162342027	Communications	DALLAS TX 75373 0087 DALLAS, TEXAS 75373	100
SPRINT SOLUTIONS INC	162342027	Communications	PO BOX 54977 LOS ANGELES, CA 90054 0977	700
T MOBILE PCS HOLDINGS LLC	943618852	Communications	12920 SE 38TH STREET BELLEVUE, WA 98006	2,100