

Hearing Date and Time: August 19, 2020, at 10:00 a.m. (EDT)
Objection Deadline: August 12, 2020, at 4:00 p.m. (EDT)

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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)**

**APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN
CERVANTES SAINZ, S.C. AS SPECIAL MEXICAN COUNSEL FOR THE DEBTORS
NUNC PRO TUNC TO THE PETITION DATE**

Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) hereby submit this *Application of Debtors for Authority to Employ and Retain Cervantes Sainz, S.C. as Special Mexican Counsel for the Debtors Nunc Pro Tunc to the Petition Date* (this

¹ The Debtors in these cases, along with the 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.

“**Application**”). In support of the Application, the Debtors rely on the (i) *Declaration of Alejandro Sainz in Support of Application of Debtors for Authority to Employ and Retain Cervantes Sainz, S.C. as Special Mexican Counsel for the Debtors Nunc Pro Tunc to the Petition Date* (the “**Sainz Declaration**”) filed contemporaneously herewith and attached hereto as **Exhibit A** and (ii) *Declaration of Ricardo Javier Sánchez Baker in Support of Application of Debtors for Authority to Employ and Retain Cervantes Sainz, S.C. as Special Mexican Counsel for the Debtors Nunc Pro Tunc to the Petition Date* (the “**Sánchez Declaration**”) filed contemporaneously with this Application and attached hereto as **Exhibit B**, and respectfully state as follows:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has jurisdiction to consider this matter 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.). This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors consent to entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2. On June 30, 2020 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On July 13, 2020, the United States

Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed the creditors’ committee pursuant to section 1102 of the Bankruptcy Code [ECF No. 92]. No request has been made for the appointment of a trustee or examiner in above-captioned chapter 11 cases (the “**Chapter 11 Cases**”). These chapter 11 cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [ECF No. 30] entered by the Court in each of the chapter 11 cases.

3. Additional information about the Debtors’ businesses and the events leading up to the Petition Date can be found in the *Declaration of Ricardo Javier Sánchez Baker in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [ECF No. 20].

Relief Requested

4. By this Application, and pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), and in accordance with the terms and conditions set forth in the engagement letter, dated June 5, 2020, as amended on June 18, 2020 (the “**Engagement Letter**”), copies of which are attached hereto as **Exhibit C**,² the Debtors seek entry of an order (the “**Proposed Order**”), a copy of which is attached hereto as **Exhibit D**, authorizing the Debtors to employ and retain Cervantes Sainz, S.C. (“**Cervantes Sainz**”) as special Mexican counsel *nunc pro tunc* to the Petition Date.

Basis for Relief

5. Section 327(e) of the Bankruptcy Code permits the employment of an attorney for a special purpose when the attorney has previously represented the debtor, if such employment

² The executed version of the Engagement Letter is in Spanish. An English translation of the Engagement Letter immediately follows the executed version.

is in the best interests of the debtor's estate. Specifically, Section 327(e) provides that a debtor, subject to Court approval:

[M]ay employ, for a specified special purpose, other than to represent the [debtor] in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

6. Bankruptcy Rule 2014(a) requires that an application for retention of a professional person to include:

[S]pecific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

7. The Debtors maintain many key relationships with Mexican counterparties and have operations that necessitate Mexican representation. Specifically, the Debtors are incorporated in and have their headquarters in Mexico. The majority of the Debtors' employees are located in Mexico, the Debtors' securities are traded on the Mexican stock exchange, and many of the Debtors' creditors and suppliers, as well as governmental authorities and regulatory agencies, are located in Mexico. The Debtors may be required to address many claims from Mexican creditors and suppliers, as well as inquiries from Mexican authorities and regulators to continue their operations in Mexico. As such, the Debtors have determined that, in the course of the Chapter 11 Cases, it will be undoubtedly necessary to engage counsel with knowledge and experience in Mexican law.

8. The Debtors believe, in their business judgment, that Cervantes Sainz is best situated to assist the Debtors by providing critical legal counsel to the Debtors as it involves Mexican law. The Debtors have selected Cervantes Sainz as special Mexican counsel because of its extensive experience and knowledge with respect to the Debtors' business in the different jurisdictions where they have operations, and understandings of and advice in the field of cross-border restructurings and how business reorganizations under chapter 11 of the Bankruptcy Code and other related matters may find effect in Mexico.

9. Further, the Debtors require and will continue to require Cervantes Sainz's services with respect to various matters, and such other new, discrete matters may arise during the Chapter 11 Cases.

10. If the Debtors were required to retain Mexican counsel other than Cervantes Sainz in connection with the prosecution of the Chapter 11 Cases, the Debtors, their estates and all parties in interest will be unduly and materially prejudiced, including by the time and substantial expense necessary to enable other counsel to become familiar with the Debtors' businesses, operations and restructuring needs.

11. The Debtors have filed, or expect to file shortly, separate application to retain, among others, Davis Polk & Wardwell LLP as its general bankruptcy counsel and Morris, Nichols, Arsht & Tunnell LLP as efficiency and co-counsel in these Chapter 11 Cases. Cervantes Sainz shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professional in these Chapter 11 Cases.

12. The Debtors, therefore, request the Court authorize the Debtors to retain and employ Cervantes Sainz as special Mexican counsel in the Chapter 11 Cases.

Scope of Services

13. The services of Cervantes Sainz are appropriate and necessary to enable the Debtors to execute their duties as debtors and debtors in possession faithfully and to implement the restructuring of the Debtors. Subject to further order of the Court, the Debtors propose to employ Cervantes Sainz under the terms of the Engagement Letter³ to render such legal services as may be requested by the Debtors and able to be performed by Cervantes Sainz, including, without limitation:

(a) All Mexican law aspects of the cross-border restructuring of the Debtors, including but not limited to legal advice related to the past, present and future operations and transactions of the Debtors with Mexican creditors, vendors and suppliers, Mexican authorities and regulators, labor authorities, unions, and counterparties, and all required corporate actions, to continue their operations in Mexico and to effectuate the scope and effects of the Chapter 11 proceeding, as well as all legal support on Mexican law as it is required from time to time in the course of the Chapter 11 proceedings of the Debtors.

Compensation

14. For the services rendered by Cervantes Sainz, the Debtors propose to pay Cervantes Sainz the applicable hourly rates for timekeepers on this matter set forth in the Sainz Declaration and set forth below, and to reimburse Cervantes Sainz according to its customary reimbursement policies, and the Debtors respectfully submit that such rates and policies are reasonable.

³ Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Additionally, any capitalized terms used in this Application and not otherwise defined herein shall have the meanings ascribed to them in the Engagement Letter.

15. As of the Petition Date, the applicable rates for timekeepers on this matter were \$350 to \$575 per hour for partners, \$190 to \$300 per hour for associates and \$100 to \$175 per hour for paraprofessionals. Cervantes Sainz adjusts its rates periodically, generally on or around January 1 of each year.

16. The Debtors believe that the compensation structure is reasonably and appropriately reflects the nature of the services to be provided by Cervantes Sainz and the fee structures typically utilized by comparable law firms in Mexico. Further, this compensation structure is consistent with Cervantes Sainz's normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined herein.

17. Cervantes Sainz will be required to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules and any other applicable procedures and orders of the Court. The Debtors understand that Cervantes Sainz intends to make reasonable efforts to comply with the Office of the United States Trustee for Region 2's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective November 1, 2013* (the "**UST Guidelines**"), in connection with any interim and final fee applications to be filed by Cervantes Sainz in the Chapter 11 Cases.

18. During the ninety day period prior to the Petition Date and as set forth in the Sainz Declaration, Cervantes Sainz charged and was paid for services performed and expenses incurred in the amount of US\$243,010.00 (plus Mexican VAT).

19. To the best of the Debtors' knowledge, no promises have been received by Cervantes Sainz or any member, counsel, associate or other employee thereof as to compensation or payment in connection with the Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. Cervantes Sainz has no agreement with any other entity to share with such entity any compensation received by it in connection with these Chapter 11 Cases.

Cervantes Sainz's Disinterestedness

20. The Debtors have reviewed the Sainz Declaration and, to the best of the Debtors' knowledge, Cervantes Sainz and its professionals (a) are "disinterested" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and, as required by section 327(e) and referenced by section 328(c) of the Bankruptcy Code, neither hold nor represent any interest adverse to the Debtors or their estates with respect to the matter being engaged and (b) except as disclosed in the Sainz Declaration, have no relevant and disabling connection to the Debtors, their significant creditors or certain other potential parties in interest whose names were supplied to Cervantes Sainz by the Debtors.

21. To the extent any new relevant facts or relationships bearing on the matters described herein during the period of the Debtors' retention are discovered or arise, Cervantes Sainz will use reasonable efforts to file promptly a supplemental disclosure with the Court, as required by Bankruptcy Rule 2014(a).

Nunc Pro Tunc Relief is Appropriate

22. Pursuant to the Debtors' request, Cervantes Sainz has agreed to serve as special Mexican counsel for the Debtors on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention *nunc pro tunc* to the Petition Date, so that Cervantes Sainz may be compensated for its pre-Application services. The

Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, as provided in this Application, because Cervantes Sainz has provided and continues to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve *nunc pro tunc* employment, and the Debtors submit that such approval is justified here.

Notice and No Prior Request

23. Notice of this Application will be provided to: (a) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors' Case Information Website at <https://dm.epiq11.com/aeromexico>) and (b) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**").

24. A copy of this Application and any order approving it will also be made available on the Debtors' Case Information Website located at <https://dm.epiq11.com/aeromexico>. Based on the circumstances surrounding this Application and the nature of the relief requested herein, the Debtors respectfully submit that no further notice is required.

25. The Debtors have not previously sought the relief requested herein from the Court or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: July 30, 2020
New York, New York

Grupo Aeroméxico, S.A.B. de C.V.
(for itself and on behalf of its affiliates that are
debtors and debtors in possession)

/s/ Ricardo Javier Sánchez Baker

Ricardo Javier Sánchez Baker
Chief Financial Officer

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*Proposed Co-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.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**NOTICE OF HEARING ON APPLICATION OF DEBTORS FOR AUTHORITY TO
EMPLOY AND RETAIN CERVANTES SAINZ, S.C. AS SPECIAL MEXICAN
COUNSEL FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

PLEASE TAKE NOTICE that on July 30, 2020, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Application of Debtors for Authority to Employ and Retain Cervantes Sainz, S.C. as Special Mexican Counsel for the Debtors Nunc Pro Tunc to the Petition Date* (this “**Application**”). A hearing on the Application will be held on **August 19, 2020, at 10:00 a.m. (Prevailing Eastern Time)** (the

¹ The Debtors in these cases, along with the 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.

“**Hearing**”) before the Honorable Judge Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE that, in accordance with General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”),² the Hearing will be conducted telephonically. Any parties wishing to participate must do so telephonically by making arrangements through CourtSolutions LLC (www.court-solutions.com). Instructions to register for CourtSolutions LLC are attached to General Order M-543.

PLEASE TAKE FURTHER NOTICE that copies of the Application may be obtained free of charge by visiting the website of Epiq Corporate Restructuring, LLC at <https://dm.epiq11.com/case/aeromexico/info>. You may also obtain copies of any pleadings by visiting the Bankruptcy Court’s website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or a later hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the applications to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that any responses or objections (together, “**Objections**”) to the Application shall be in writing, shall comply with the Federal Rules of

² A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/general-order-m-543-court-operations-under-exigent-circumstances-created-covid-19>.

Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to the chambers of Judge Chapman), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with General Order M-399, so as to be filed a received no later than **Wednesday, August 12, 2020 at 4:00 p.m. (Prevailing Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted upon default.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Application, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Application, which order may be entered without further notice or opportunity to be heard.

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July 30, 2020
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Joseph C. Barsalona II

Derek C. Abbott (*pro hac vice* pending)
Andrew R. Remming (*pro hac vice* pending)
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and Debtors in Possession*

Exhibit A

Sainz Declaration

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

In re:

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

Debtors.⁴

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**DECLARATION OF ALEJANDRO SAINZ IN SUPPORT OF THE
APPLICATION OF DEBTORS FOR AUTHORITY TO EMPLOY
AND RETAIN CERVANTES SAINZ, S.C. AS SPECIAL MEXICAN
COUNSEL FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Alejandro Sainz, in support of the *Application of Debtors for Authority to Employ and Retain Cervantes Sainz, S.C. as Special Mexican Counsel for the Debtors Nunc Pro Tunc to the Petition Date*, dated July 30, 2020 (the “**Application**”),⁵ declares as follows:

1. I am a senior partner of Cervantes Sainz, S. C. (“**Cervantes Sainz**”), a law firm with its principal office at Boulevard Manuel Avila Camacho 24, Floor 20th, Lomas de Chapultepec, 11000, Mexico City, Mexico.

2. I submit this declaration (the “**Declaration**”) (a) in connection with the Application wherein the Debtors seek entry of an order authorizing the Debtors to employ and retain Cervantes Sainz as their special Mexican counsel in the Chapter 11 Cases *nunc pro tunc* to the Petition Date at rates set forth below and in accordance with Cervantes Sainz normal reimbursement policies, (b) in compliance with sections 329 and 504 of the Bankruptcy Code

⁴ The Debtors in these cases, along with the 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.

⁵ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

and (c) to provide the disclosure required under Bankruptcy Rules 2014(a) and 2016(b) and Local Rules 2014-1 and 2016-1. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

3. To the extent it is brought to my attention that any information disclosed herein requires amendment or modification upon Cervantes Sainz's completion of further review or as additional party in interest information becomes available to it, I intend to file a supplemental declaration reflecting such amended or modified information.

4. Subject to the qualifications herein and to the best of my knowledge, neither I, Cervantes Sainz, nor any partner, counsel or associate of Cervantes Sainz represents any entity other than the Debtors in connection with the matter being engaged, that is, the Chapter 11 Cases. In addition, except as set forth herein, to the best of my knowledge, after an inquiry conducted by associates and others working under my ultimate supervision, neither I, Cervantes Sainz, nor any partner, counsel or associate of Cervantes Sainz represents any party in interest in the Chapter 11 Cases in matters related to the Chapter 11 Cases.

5. Cervantes Sainz has in the past represented, currently represents or may in the future represent, in matters unrelated to the Chapter 11 Cases, entities that are potential claimants or interest holders of the Debtors. Cervantes Sainz, which employs more than 80 attorneys, has a large and diversified legal practice in Mexico. Some of those entities are, or may consider themselves to be, creditors or parties in interest in the Chapter 11 Cases or to otherwise have interests in the Chapter 11 Cases.

6. In preparing this Declaration, I relied on information brought to my attention pursuant to procedures Cervantes Sainz has used to evaluate compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding the employment and retention of

professionals by a debtor under the Bankruptcy Code (the “**Internal Review Procedures**”). Pursuant to the Internal Review Procedures, Cervantes Sainz has taken the following actions to identify parties relevant to this Declaration and to ascertain Cervantes Sainz’s connection to such parties:

(a) A list of the Debtors, their affiliates and other potential parties in interest in the Chapter 11 Cases (as set forth on **Schedule 1** hereto, the “**Potential Parties In Interest**”) was created by the Debtors and AlixPartners, LLP upon review of their records and in consultation with the Debtors’ general bankruptcy counsel, Davis Polk & Wardwell LLP (“**Davis Polk**”).

(b) Cervantes Sainz compared each of the Potential Parties In Interest to its master records database from its conflict clearance and billing records, by searching all clients and former clients going back two years for any matters that have been opened or closed (the “**Records Database**”). The Records Database includes the name of each current or former client and, for each significant current or former matter for each client or former client, the names of the Cervantes Sainz personnel identified at the time such matter was opened as responsible for such matter and, in most instances, the names of certain other material parties directly relevant to such matter. It is Cervantes Sainz’s policy that no new matter may be accepted or opened without completing and submitting to those charged with maintaining the Records Database the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter and other relevant parties. Accordingly, the Records Database is regularly updated for every new client retaining Cervantes Sainz and significant matters undertaken for each such client.

(c) Any matches between the Records Database and the list of Potential Parties In Interest, where a Potential Party In Interest was listed as a client of Cervantes Sainz, were identified (the “**Client Match List**”).

(d) An attorney and/or law clerk then reviewed the Client Match List and deleted individuals or entities that Cervantes Sainz does not currently represent and has not represented in the last two years. The remaining individuals or entities are set forth on **Schedule 2** attached hereto.

7. Any parties identified as a client that Cervantes Sainz represents or has represented within the last two years were reviewed by an attorney working under my supervision. Based upon such review, Cervantes Sainz believes that it is a “disinterested person,” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and, as required by section 327(a) and referenced by section 328(c) of the Bankruptcy Code, neither holds nor represents any interest adverse to the Debtors or their estates, in that Cervantes Sainz, its partners, counsel and associates:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of the Debtors’ chapter 11 petitions, a director, officer or employee of the Debtors; and
- (c) do not hold or represent any interest that is materially adverse to the interests of the Debtors’ estates, any class of creditors or equity security holders of the Debtors, by reason of Cervantes Sainz’s direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason, other than as set forth herein.

8. Disclosure of any connections Cervantes Sainz has or has had with the Debtors or any Potential Parties In Interest, insofar as I know or have been able to ascertain after reasonable inquiry, is set forth below:

(a) Over the past approximately two months, Cervantes Sainz has advised the Debtors concerning matters of Mexican law and has performed services necessary to enable the Debtors to file for protection under chapter 11. Davis Polk, along with Cervantes Sainz, S.C., Rothschild & Co. and its affiliate, Rothschild & Co México S.A. de C.V., SkyWorks Capital, LLC, AlixPartners, LLP and the Debtors, has been primarily responsible for the Debtors' preparation for the Chapter 11 Cases.

(b) Cervantes Sainz previously has represented within the last two years and/or currently represents, and may continue to represent in the future, the Potential Parties in Interest on Schedule 2 (or their affiliates) in matters unrelated to the Debtors and/or unrelated to the matter for which Cervantes Sainz is being engaged. The list attached hereto as Schedule 2 is the product of implementing the Internal Review Procedures. Cervantes Sainz does not and will not represent any of the entities listed on Schedule 2 in matters related to the Chapter 11 Cases.

(c) Partners, counsel and associates of Cervantes Sainz, including attorneys who may be engaged in Cervantes Sainz's representation of the Debtors, may have been employed by various Potential Parties In Interest (including various governmental agencies) or, when previously employed by other law firms or professional services firms, may have performed services for various Potential Parties In Interest. I do not believe any such connections would in any way affect Cervantes Sainz's ability to represent the Debtors effectively.

(d) It is possible that former Cervantes Sainz attorneys are, or were, after leaving Cervantes Sainz, affiliated with various Potential Parties In Interest. However, I do not believe any such connection would in any way affect Cervantes Sainz's ability to represent the Debtors effectively.

(e) As part of its practice, Cervantes Sainz regularly represents lenders, underwriters and other parties in litigation and corporate transactions, such as debt and equity issuances and/or credit facilities, including transactions and litigations alongside or involving Potential Parties In Interest. Cervantes Sainz does not believe these representations would in any way affect Cervantes Sainz's ability to represent the Debtors effectively.

(f) Based on responses to an email sent to every attorney in the firm, I am not aware of any Cervantes Sainz attorney who owns, or whose immediate family members own, the Debtors' stock or who are creditors of the Debtors.

(g) Cervantes Sainz appears in cases, proceedings and transactions involving many different attorneys, accountants, financial consultants and investment bankers, some of which Cervantes Sainz has represented in the past, represents now or may represent in the future, or may be claimants or other parties in interest in the Chapter 11 Cases. Cervantes Sainz is not aware of any relationship it has with any such attorneys, accountants, financial consultants and investment bankers that would be adverse to the Debtors or their estates.

(h) It is possible that certain Potential Parties In Interest have provided, and in some cases continue to provide, services to Cervantes Sainz. I do not believe any such

connections would compromise Cervantes Sainz's ability to effectively represent the Debtors.

(i) As part of its practice, Cervantes Sainz regularly represents clients before, or in connection with inquiries from, governmental agencies. However, I do not believe any such connections would compromise Cervantes Sainz's ability to represent the Debtors effectively.

(j) In addition to the foregoing, after reasonable inquiry, I do not believe there is any connection between Cervantes Sainz and the U.S. Trustee or any person known by me to be employed as an attorney with the Office of such U.S. Trustee.

None of the above relationships constitute an actual conflict, but such relationships may be "connections" within the meaning of Bankruptcy Rule 2014 and, therefore, are disclosed.

9. Cervantes Sainz will conduct an ongoing review of its files commencing on or around each January 1 and October 1 that occurs during the Chapter 11 Cases to ensure that no disqualifying circumstances have arisen. If any new facts that Cervantes Sainz believes should be disclosed to the Court and the parties in interest in the Chapter 11 Cases, Cervantes Sainz will file a supplemental disclosure with the Court and serve such supplemental disclosure on the U.S. Trustee. If any new material and relevant facts are discovered between the aforementioned review periods, Cervantes Sainz will promptly file a supplemental disclosure with the Court and serve such supplemental disclosure on the U.S. Trustee.

10. As of the filing of the Chapter 11 Cases, Cervantes Sainz was not a creditor of the Debtors. Upon Court approval, the balance of the Retainer will be held by Cervantes Sainz as an evergreen retainer during the pendency of the Chapter 11 Cases. As of the Petition Date, the

Debtors do not owe Cervantes Sainz any fees for professional services performed or expenses incurred.

11. As of the Petition Date, the applicable rates for timekeepers on this matter were \$350 to \$575 per hour for partners, \$190 to \$300 per hour for associates and \$100 to \$175 per hour for paraprofessionals. Cervantes Sainz adjusts its rates periodically, generally on or around January 1 of each year.

12. It is Cervantes Sainz's policy to charge its clients for certain expenses incurred in connection with providing certain client services, including, without limitation, travel, lodging, photocopying, postage, vendor charges, delivery service and other expenses incurred in providing professional services. Cervantes Sainz intends to seek reimbursement for expenses and disbursements incurred in connection with the representation of the Debtors in accordance with Cervantes Sainz's policies and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the UST Guidelines and any applicable order of the Court.

13. No promises have been received by Cervantes Sainz, or, to the best of my knowledge after due inquiry, any partner, counsel or associate thereof, as to payment or compensation in connection with the Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. Cervantes Sainz has no agreement with any other entity to share with such entity any compensation received by Cervantes Sainz or by such entity.

14. To the best of my knowledge, no partner, counsel or associate of Cervantes Sainz is a relative of, or has been so connected with, any United States Bankruptcy Judge for the Southern District of New York, the United States Trustee for Region 2, the Assistant United States Trustee for the Southern District of New York, the attorney for the U.S. Trustee assigned

to the Chapter 11 Cases or any other employee of the U.S. Trustee. Accordingly, I understand that the appointment of Cervantes Sainz is not prohibited under Bankruptcy Rule 5002.

15. The foregoing constitutes the statement of Cervantes Sainz pursuant to sections 327(e), 329 and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b) and Local Rules 2014-1 and 2016-1.

Attorney Statement Pursuant to UST Guidelines

16. The following is provided in response to the request for additional information set forth in Section D.1 of the UST Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Answer: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

Answer: There were no material adjustments to billing rates other than the annual and general adjustments and material financial terms during the 12 months prepetition. Cervantes Sainz's billing rates and material financial terms have not changed post-petition. Cervantes Sainz was retained on June 5, 2020 and these Chapter 11 Cases were commenced on June 30, 2020.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Answer: For the matters billed hourly, Cervantes Sainz has been working with the Debtors on a prospective budget and staffing plan for the two-month period from the Petition Date and will continue to work with the Debtors on these plans.

17. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on July 30, 2020.

[Signature Page Follows]

July 30, 2020
Mexico City, Mexico

By: /s/ Alejandro Sainz
Alejandro Sainz
Senior Partner
Cervantes Sainz, S.C.

Schedule 1 to Sainz Declaration

Potential Parties In Interest List

GRUPO AEROMÉXICO: POTENTIAL PARTIES IN INTEREST

DEBTOR ENTITIES

AEROLITORAL, S.A. DE C.V.
AEROVÍAS DE MÉXICO, S.A. DE C.V.
AEROVIAS EMPRESA DE CARGO, S.A. DE C.V.
GRUPO AEROMÉXICO, S.A.B. DE C.V.

NON-DEBTOR ENTITIES

ADMINISTRACIÓN ESPECIALIZADA DE NEGOCIOS, S.A. DE C.V.
AEROMEXPRESS, S.A. DE C.V.
AEROSYS, S.A. DE C.V.
AM BD GP JV, S. A. P. I. DE C.V.
AM CARGO SAPI DE CV
AM DL MRO JV, S. A. P. I. DE C.V.
AM FORMACIÓN INTERNA, S.A. DE C.V.
ASOCIACION MEXICANA DE EXPERIENCIA DEL CLIENTE, A.C.
CENTRO DE CAPACITACIÓN ALAS DE AMÉRICA, S.A. DE C.V.
CORPORACIÓN NADMIN, S.A. DE C.V.
EMPRESA DE MANTENIMIENTO AÉREO, S.A. DE C.V.
ESTRATEGIAS ESPECIALIZADAS DE NEGOCIOS, S.A. DE C.V.
F. SEAT
FIDEICOMISO AEROMÉXICO SERVICIOS
FIDEICOMISO F/1748
FUNDACIÓN AEOMÉXICO, A.C.
INMOBILIARIA AVENIDA FUERZA AÉREA MEXICANA 416, S.A. DE C.V.
INMOBILIARIA BOULEVARD AEROPUERTO 161, S.A. DE C.V.
INMOBILIARIA GRUPO AEROMEXICO, S.A. DE C.V.
INMOBILIARIA PASEO DE LA REFORMA 445, S.A. DE C.V.
INTEGRACIÓN Y SUPERVISIÓN DE RECURSOS CORPORATIVOS, S.A. DE C.V.
LOYALTY SERVICIOS PROFESIONALES, S.A. DE C.V.
OPERADORA DE FRANQUICIAS Y PRODUCTOS AÉREOS, S.A. DE C.V.
PLM PREMIER, S. A. P. I. DE C. V.
PREMIUM ALLIANCE SERVICES, LLP
REEMPRESAC COMERCIAL, S.A. DE C.V.
SERVICIOS CORPORATIVOS AEROMÉXICO, S.A. DE C.V.
SISTEMAS CORPORATIVOS DE PERSONAL, S.A. DE C.V.
SISTEMAS INTEGRADOS DE SOPORTE TERRESTRE EN MÉXICO, S.A. DE C.V.
T2 SERVICIOS AEROPORTUARIOS, S.A. DE C.V.

CURRENT DIRECTORS AND OFFICERS

ANDRÉS CASTAÑEDA OCHOA
ANDRÉS CONESA LABASTIDA
ANTONIO COSÍO PANDO
ARTURO MARTÍNEZ DEL CAMPO SAUCEDO

CARLOS VILLARREAL TRICIO
CLAUDIA ANGÉLICA CERVANTES MUÑOZ
EDUARDO TRICIO HARO
EDWARD H. BASTIAN
JAMES WILLIAM SARVIS
JAVIER ARRIGUNAGA GÓMEZ DEL CAMPO
JORGE ESTEVE RECOLONS
JOSÉ ANTONIO TRICIO HARO
LUIS DE LA CALLE PARDO
MARÍA TRICIO GÓMEZ
NICOLAS E. FERRI
RAFAEL TRICIO HARO
RICARDO JAVIER SÁNCHEZ BAKER
ROSA ANGÉLICA GARZA SÁNCHEZ
SERGIO ALFONSO ALLARD BARROSO
VALENTÍN DIEZ MORODO
WILLIAM CARROLL
WILLIAM H. EASTER III

FORMER D&OS (GOING BACK 6 YEARS)

ANCO DAVID VAN DER WERFF
MARCO ANTONIO CAMPOS MALDONADO
ANTONIO COSÍO ARIÑO
ARQUÍMEDES ADRIANO CELIS ORDAZ
ARTURO MARTÍNEZ DEL CAMPO
ARTURO PÉREZ ARREDONDO
FERNANDO CANALES CLARIOND
FRANCISCO JAVIER DE ARRIGUNAGA GÓMEZ DEL CAMPO
HÉCTOR MADERO RIVERO
JOSÉ EDUARDO NICOLÁS ESTEVE RECOLÓNS
JUAN FERNANDO FRANCO HERNAÍZ
JUAN FRANCISCO BECKMANN VIDAL
JUAN JOSÉ SAINZ PÉREZ
MARCELO CANALES CLARIOND
RODRIGO FRANCO HERNÁNDEZ
STEPHEN GORMAN

SIGNIFICANT EQUITYHOLDERS

BLACKROCK ADVISORS (UK) LTD.
BLACKROCK FUND ADVISORS
BLACKROCK MÉXICO OPERADORA SA DE CV SOFI

DELTA AIR LINES, INC.
DIMENSIONAL FUND ADVISORS LP
DIMENSIONAL FUND ADVISORS LTD.
GBM ADMINISTRADORA DE ACTIVOS, SA DE CV SOSI
NORGES BANK INVESTMENT MANAGEMENT
OPERADORA ACTINVER SA DE CV
THE VANGUARD GROUP, INC.

RESTRUCTURING PROFESSIONALS

ALIXPARTNERS LLP
CERVANTES SAINZ
DAVIS POLK & WARDWELL LLP
FTI CONSULTING
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
MORRISON & FOERSTER LLP
ROTHSCHILD & CO.
SKYWORKS CAPITAL, LLC
WHITE & CASE LLP

SIGNIFICANT CONTRACT COUNTERPARTIES

ACCELYA AMÉRICA, S.A. DE C.V.
ACCUWEATHER INTL., LLC
AETON, S.A. DE C.V.
AIRLINE REPORTING CORPORATION
AIRLINE TARIFF PUBLISHING COMPANY
ASCENT TECHNOLOGY, INC.
AUDIOWEBCONFERENCING, S.A. DE C.V.
AVIANCA PERU S.A.
AVIATION INFORMATION SHARING AND ANALYSIS CENTER, INC.
BICENTEL, S.A. DE C.V.
BTGS MÉXICO, S.A. DE C.V.
CARACARA, LTD
CASA CUERVO, S.A. DE C.V.
CFE (COMISIÓN FEDERAL DE ELECTRICIDAD)
CHAMP
CISCO CAPITAL MÉXICO, S. DE R.L. DE C.V.
CLUDO INC.
COMISIÓN FEDERAL DE ELECTRICIDAD
CONCESIONARIA COMSEG, S.A. DE C.V.
CONDOR INNOVATION & SOLUTIONS LAGUNAS Y COMPAÑÍA, S.N.C.

CONSORCIOS RED UNO, S.A. DE C.V.
CSI LEASING MÉXICO, S. DE R.L. DE C.V.
CX SOFTWARE SOLUTIONS, S.A. DE C.V.
D.H.L SERVICIOS, S.A. DE C.V.
DATAVISIÓN DIGITAL, S.A. DE C.V.
DEREMATE.COM DE MÉXICO, S. DE R.L. DE C.V.
DIEBOLD NIXDORF DE MÉXICO, S.A. DE C.V.
DILIGENT CORPORATION
DIVISIÓN FIDUCIARIA
DOBLE O CONSULTING GROUP, S.C.
ESAMA CONSULTING, S.A. DE C.V. E INSIGHTS MÉXICO, S.A. DE C.V.
EXPEL, INC.
FEDEX
FINKOK, S.A. DE C.V.
FLIGHTSTATS, INC.
GONET MÉXICO, S.A. DE C.V.
GREGORIO HUMBERTO FERNANDO CORTES CASTRO
GUIAR COMERZIALIZADORA DE PRODUCTOS Y SERVICIOS, S.A. DE C.V.
HERBALIFE INTERNACIONAL DE MÉXICO, S.A. DE C.V.
HEWLETT PACKARD
HLS GROUP, S.A. DE C.V.
HONEYWELL AEROSPACE INC.
IATA CLEARING HOUSE
IATA (NETHERLANDS) B.V.
ICBC (NY BRANCH)
INFLIGHT LOGISTICS, LLC
INFRA, S.A. DE C.V.
ING. LOBSANG MATA GUZMÁN
INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY
INTEGRANTE DEL GRUPO FINANCIERO BANAMEX
IT-SEEKERS, S.A. DE C.V.
JEPPESEN SANDERSON, INC.
JOHNSON & JOHNSON MEDICAL MÉXICO, S.A. DE C.V.
KLM ROYAL DUTCH AIRLINES
KODAK DE MÉXICO, S.A. DE C.V.
KONINKLIJKE LUCHTVAART MAATSCHAPPIJ NV
KRONOS DE MÉXICO, S.A. DE C.V.
LATIN AMERICAN SOLUTIONS, LLC
LIEBHERR
LLANTAS Y ARTEFACTOS DE HULE, S.A. DE C.V.
LUFTHANSA TECHNICK AG
MAPFRE TEPEYAC, S.A.
MEDIA MONKS, S. DE R.L. DE C.V.

MEGGIT AIRCRAFT BRAKING SYSTEMA CORPORATION
MERCATOR SOLUTIONS FZE
MIAMI TECHNOLOGY GROUP, INC.
MICROFORMAS, S.A. DE C.V.
MICROSOFT
MITSUBISHI ELECTRIC DE MÉXICO, S.A. DE C.V.
NAFIN, AS TRUSTEE OF AEROMEXICO SERVICIOS TRUST 80644
NCR DE MÉXICO, S. DE R.L. DE C.V.
NEORIS DE MÉXICO, S.A. DE C.V.
NETCONTROLL GROUP, S.A. DE C.V.
ODOM, S.A. DE C.V.
OPERBES, S.A. DE C.V.
OTAY- TIJUANA VENTURE, LLC
PASSUR AEROSPACE, INC
PROOFPOINT, INC.
PROS, INC.
QUALTRICS, LLC
RACKSPACE
RADIOCOMUNICACIONES SAKDA, S.A. DE C.V.
RADIOMOVIL DIPSA, S.A. DE C.V.
REED BUSINESS INFORMATION INC.
RLC DAFFODIL, LTD.
ROZA 14W LLC
SABRE GLBL INC.
SALESFORCE.COM, INC.
SAMSONITE S.A. DE C.V.
SAP MÉXICO, S.A. DE C.V.
SAS INSTITUTE, S.A. DE C.V.
SCITUM, S.A. DE C.V.
SERVICIOS ADMINISTRATIVOS E INFORMÁTICOS JAD, S.A. DE C.V.
SID SOLUTIONS, S.A. DE C.V.
SINDICATO DE TRABAJADORES DE LA INDUSTRIA AERONÁUTICA,
COMUNICACIONES, SIMILARES Y CONEXOS DE LA REPÚBLICA MEXICANA
SINDICATO NACIONAL DE TRABAJADORES AL SERVICIO DE LÍNEAS AÉREAS,
TRANSPORTES, SERVICIOS, SIMILARES Y CONEXOS “INDEPENDENCIA”
SITA INFORMATION NETWORKING COMPUTING USA INC.
SKY
SKY CHEFS DE MÉXICO, S.A. DE C.V.
SOCIEDAD OPERADORA DEL AEROPUERTO INTERNACIONAL ÁNGEL ALBINO
CORZO, S.A. DE C.V.
SOFTXPERT SOFTWARE MÉXICO, S.A. DE C.V.
SR TECHNICS SWITZERLAND LTD.
SWISS AVIATION SOFTWARE LTD.

TELEDYNE CONTROLS
TELÉFONOS DE MÉXICO, S.A.B. DE C.V. (TELMEX)
TELEPERFORMANCE
TERMINAL ONE GROUP ASSOCIATION, LP
THE COCA-COLA EXPORT CORPORATION, MEXICO BRANCH
UNIFIED NETWORKS, S.A. DE C.V.
UNINET, S.A. DE C.V.
UNIVERSAL AIR TRAVEL PLAN, INC.
WWW.VIAJEZ.COM, S.A. DE C.V.
XKMEX, S.A. DE C.V.

UNIONS

ASOCIACIÓN SINDICAL DE SOBRECARGOS DE AVIACIÓN DE MÉXICO
MEXICO AIRLINE PILOTS' UNION ASSOCIATION
MEXICO FLIGHT ATTENDANTS' UNION ASSOCIATION
NATIONAL SERVICE WORKERS' UNION FOR AIRLINES, TRANSPORTATION, AND
SIMILAR AND RELATED SERVICES
WORKERS' UNION FOR THE AERONAUTICS INDUSTRY, COMMUNICATIONS AND
SIMILAR AND RELATED INDUSTRIES IN MEXICAN REPUBLIC

BANKRUPTCY JUDGES FOR THE SOUTHERN DISTRICT OF NEW YORK

CECELIA G. MORRIS
JAMES L. GARRITY JR.
MARTIN GLENN
MICHAEL E. WILES
ROBERT D. DRAIN
ROBERT E. GROSSMAN
SEAN H. LANE
SHELLEY C. CHAPMAN
STUART M. BERNSTEIN

U.S. TRUSTEE

LINDA A. RIFFKIN
VICTOR ABRIANO
SUSAN ARBEIT
MARIA CATAPANO
DANNY A. CHOY
BENJAMIN J. HIGGINS
NADKARNI JOSEPH
BRIAN S. MASUMOTO

ERCILIA A. MENDOZA
MARY V. MORONEY
RICHARD C. MORRISSEY
SERENE NAKANO
CHEUK M. NG
ALABA OGUNLEYE
ILUSION RODRIGUEZ
ANDREA B. SCHWARTZ
PAUL K. SCHWARTZBERG
SHANNON SCOTT
SYLVESTER SHARP
ANDY VELEZ-RIVERA
MADELEINE VESCOVACCI
GREG M. ZIPES

**TAXING AUTHORITIES, GOVERNMENT AGENCIES AND AIRPORT
AUTHORITIES**

ABERDEEN REGIONAL AIRPORT
AERIS HOLDING COSTA RICA SA
AEROPORTS DE MONTREAL
ADMINISTRADORA COAHUILLENSE DE INFRAESTRUCTURA Y TRANSPORTE
AÉREO, S.A. DE C.V.
AEROPUERTO DE ACAPULCO SA DE CV
AEROPUERTO DE AGUASCALIENTES SA DE CV
AEROPUERTO DE CHIHUAHUA SA DE CV
AEROPUERTO DE CIUDAD JUAREZ SA DE CV
AEROPUERTO DE CULIACAN SA DE CV
AEROPUERTO DE DURANGO SA DE CV
AEROPUERTO DE HERMOSILLO SA DE CV
AEROPUERTO DE MAZATLAN SA DE CV
AEROPUERTO DE MERIDA SA DE CV
AEROPUERTO DE MINATITLAN SA DE CV
AEROPUERTO DE OAXACA SA DE CV
AEROPUERTO DE PUERTO VALLARTA SA DE CV
AEROPUERTO DE SAN JOSE DEL CABO SA DE CV
AEROPUERTO DE SAN LUIS POTOSI SA DE CV
AEROPUERTO DE TAMPICO SA DE CV
AEROPUERTO DE TAPACHULA SA DE CV
AEROPUERTO DE TIJUANA SA DE CV
AEROPUERTO DE TORREON SA DE CV
AEROPUERTO DE VERACRUZ SA DE CV
AEROPUERTO DE VILLAHERMOSA SA DE CV

AEROPUERTO DEL BAJIO SA DE CV
AEROPUERTO INTERCONTINENTAL DE QUERÉTARO, S.A. DE C.V.
AEROPUERTO INTERNACIONAL DE TOCUMEN SA
AEROPUERTOS DOMINICANOS SIGLO XXI SA
AEROSTAR AIRPORT HOLDINGS LLC
AFIP
AFP CONFIA
AFP CRECER
AGENCIA NACIONAL DE AVIACAO CIVIL
AGENCIA TRIBUTARIA
AIRPORT AUTHORITY OF THE CITY OF OMAHA
AIRPORT AUTHORITY OF WASHUE COUNTY
AKRON-CANTON REGIONAL AIRPORT
ALBANY COUNTY AIRPORT
ALBERT J ELLIS JACKSONVILLE AIRPORT
ALBUQUERQUE INTERNATIONAL AIRPORT
ALCALDIA DE MANAGUA
ALCALDIA MAYOR DE BOGOTA
ALEXANDRIA INTERNATIONAL AIRPORT
ALLEGHENY COUNTY AIRPORT AUTHORITY
ANCHORAGE INTERNATIONAL AIRPORT TED STEVENS
ASHEVILLE REGIONAL AIRPORT
ASOCIACION DE LINEAS AEREAS
ASPEN PITKIN COUNTY
AUSTIN STRAUBEL INT L AIRPORT
AYUNTAMIENTO DE MADRID
BAC SAN JOSE TRIBUTACION DIRECTA
BALTIMORE WASHINGTON INTERNATIONAL
BATON ROUGE AIRPORT
BELASTINGDIENST
BILLINGS LOGAN INTERNATIONAL AIRPORT
BIRMINGHAM INT'L AIRPORT
BISHOP INTERNATIONAL AIRPORT
BLUE GRASS AIRPORT
BOISE AIR TERMINAL
BRADLEY INT'L AIRPORT
BROWNSVILLE SOUTH PADRE
BURBANK GLENDALE PASADENA AIRPORT
BURLINGTON INTERNATIONAL AIRPORT BTV
BUSH FIELD AIRPORT
CAJA COSTARRICENSE DE SEGURIDAD SOCIAL
CAJA DE SEGURO SOCIAL DEPTO DE FINANZAS
CAMARA DE COMERCIO DE LA REPUBLICA DE CUBA

CAPITAL REGION AIRPORT AUTHORITY
CAPITAL REGION AIRPORT COMMISSION
CENTRAL WISCONSIN AIRPORT
CHARLES M SCHULZ SONOMA COUNTY AIRPORT ATTN PFC COLLECTION
CHARLESTON INTERNATIONAL AIRPORT
CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT
CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY
CHATTANOOGA METRO AIRPORT
CHERRY CAPITAL AIRPORT
CINCINNATI NORTHERN KENTUCKY
CITY AND COUNTY OF DENVER
CITY OF AMARILLO
CITY OF ATLANTA
CITY OF AUSTIN
CITY OF CHICAGO MIDWAY
CITY OF CHICAGO O HARE
CITY OF CORPUS CHRISTI INTERNATIONAL AIRPORT
CITY OF DES MOINES
CITY OF FRESNO
CITY OF FRESNO AIRPORTS
CITY OF IDAHO FALLS IDAHO
CITY OF KANSAS CITY
CITY OF KILLEEN
CITY OF LONG BEACH
CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS
CITY OF LOS ANGELES
CITY OF LUBBOCK TEXAS
CITY OF MCALLEN
CITY OF MIDLAND MIDLAND INTERNATIONAL AIR & SPACE SPORT
CITY OF MINOT
CITY OF MISSISSAUGA
CITY OF PHILADELPHIA
CITY OF PHOENIX
CITY OF RAPID CITY
CITY OF RICHMOND
CITY OF SAN ANTONIO
CITY OF SAN JOSE
CITY OF SAN JOSE FINANCE
CITY OF SHREVEPORT
CITY OF SPRINGFIELD MISSOURI
CITY OF YAKIMA
CLARK COUNTY DEPT. OF AVIATION
COASTAL CAROLINA REGIONAL

CORPORACION CENTROAMERICANA DE
COLORADO SPRINGS AIRPORT
COLUMBUS REGIONAL AIRPPORT AUTHORITY ACCOUNT RECEIVABLE
COMMISSIONER OF TAXATION AND FINACE
COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION
COOK COUNTY TREASURER
COUNTY OF HUMBOLDT
COUNTY OF LOS ANGELES
COUNTY OF SACRAMENTO
COUNTY OF VOLUSIA
CT CORPORATION SYSTEM
CUERPO ESPECIALIZADO DE SEGURIDAD AEROPORTUARIA
DADE COUNTY AVIATION DEPT
DALLAS LOVE FIELD AIRPORT
DANE COUNTY AIRPORT
DAYTON BEACH INTERNATIONAL AIRPORT
DEPARTAMENTO DE POLICIA FEDERAL
DEPARTMENT OF HOMELAND SECURITY
DEPARTMENT OF HOMELAND SECURITY BOREAU OF CUSTOMS AND BORDER
PROTECTION
DEPARTMENT OF THE TREASURY
DFW INTERNATIONAL AIRPORT
DGAC DIRECTION GENERALE DE L'AVIATION CIV
DIAN IMPUESTOS
DIRECCION GENERAL DE AERONAUTICA
DIRECCION GENERAL DE AVIACION CIVIL DE LA REPUBLICA DE ECUADOR
DIRECCION GENERAL DE IMPUESTOS INTERNOS
DIRECCION GENERAL DE INGRESOS
DIRECCION GENERAL DE MIGRACION
DIRECCION NACIONAL DE MIGRACIONES
DOTHAN HOUSTON COUNTY AIRPORT AUTHORITY
DULUTH INTERNATIONAL AIRPORT
EAGLE COUNTY AIRPORT
EL PASO INT L AIRPORT
ELKO REGIONAL AIRPORT
EMPRESA ADMINISTRADORA DE AEROPUERTOS INTERNACIONALES
EMPRESA PUBLICA METROPOLITANA DE SERVICIOS AEROPORTUARIOS
ERIE MUNICIPAL AIRPORT
ESTADO MINISTERIO DE HACIENDA
EUGENE AIRPORT
FAIRBANKS INTERNATIONAL AIRPORT
FAYETTEVILLE REGIONAL AIRPORT
FDOS DE ACTVS ESPS DEL MIN JUST Y SEG PUB DGM Y E

FGTS CAIXA ECONOMICA FEDERAL
FIDEICOMISO MERCANTIL FONDO DE PROMOCION TURISTICA DEL ECUADOR
FIDEICOMISO MERCANTIL QUIPORT ONSHORE TRUST
FLORIDA DEPARTMENT OF REVENUE
FONDO PROMOCION TURISTICA COLOMBIA
FORT LAUDERDALE INT'L AIRPORT
FORT SMITH REGIONAL AIRPORT
FORT WAYNE ALLEN CITY
FRIEDMAN MEMORIAL AIRPORT
GAINESVILLE REGIONAL AIRPORT ADMIN
GALLATIN AIRPORT AUTHORITY
GEORGE BUSH INTERCONTINENTAL AIRPORT
GERALD R FORD INTERNATIONAL AIRPORT
GOB EDO CHIH SECRETARIA DE HACIENDA
GOBIERNO DE LA CIUDAD DE MEXICO
GOBIERNO DEL ESTADO DE BAJA CALIFORNIA
GOBIERNO DEL ESTADO DE CAMPECHE
GOBIERNO DEL ESTADO DE COAHUILA DE ZARAGOZA
GOBIERNO DEL ESTADO DE COLIMA
GOBIERNO DEL ESTADO DE DURANGO
GOBIERNO DEL ESTADO DE MEXICO
GOBIERNO DEL ESTADO DE MICHOACAN DE OCAMPO
GOBIERNO DEL ESTADO DE PUEBLA
GOBIERNO DEL ESTADO DE SONORA
GOBIERNO DEL ESTADO DE TABASCO
GOBIERNO DEL ESTADO DE VERACRUZ DE IGNACION DE LA LLAVE
GOBIERNO DEL ESTADO LIBRE Y SOBERANO DE QUINTANA ROO
GOLDEN TRIANGLE REGIONAL
GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
GREAT FALLS INT L AIRPORT
GREATER ORLANDO AVIATION AUTHORITY
GULFPORT BILOXI INTERNATIONAL AIRPORT
HELENA REGIONAL AIRPORT AUTHORITY
HILLSBOROUGH COUNTY AVIATION AUTH
HILTON HEAD ISLAND AIRPORT
HM REVENUE AND CUSTOMS UK TAX
HONOLULU INTERNATIONAL AIRPORT
HUNTSVILLE MADISON COUNTY AIRPORT AUTHORITY
INCHEON INTERNATIONAL AIRPORT CORPORATION
INDIANAPOLIS INT L AIRPORT
INSTITUTO COSTARRICENSE DE TURISMO ICT
INSTITUTO DEL FONDO NACIONAL DE LA VIVIENDA PARA LOS TRABAJADORES
INSTITUTO DOMINICANO DE AVIACION CIVIL

INSTITUTO ECUATORIANO DE SEGURIDAD SOCIAL
INSTITUTO GUATEMALTECO DE SEGURIDAD S
INSTITUTO MEXICANO DEL SEGURO SOCIAL
INSTITUTO NACIONAL DE CAPACITACION Y EDUCACION SOCIALISTA
INSTITUTO NACIONAL DE FORMACION TECNICO PROFESIONAL
INSTITUTO NACIONAL TEGNOLOGICO
INSTITUTO NICARAGUENSE DE SEGURIDAD SOCIAL
INSTITUTO NICARAGUENSE DE TURISMO
INSTITUTO SALVADOREÑO DE SEG SOCIAL
INSTITUTO VENEZOLANO DE SEG SOCIAL
JACKSON HOLE AIRPORT
JACKSON MUNICIPAL AIRPORT AUTHORITY
JACKSONVILLE AIRPORT AUTHORITY
JOHN WAYNE AIRPORT
JOSLIN FIELD MAGIC VALLEY RGNL
JUNEAU INTERNATIONAL AIRPORT ATTN AIRPORT MANAGER
KAHULUI AIRPORT
KALAMAZOO BATTLE CREEK INTL AIRPORT
KALISPELL GLACIER NATIONAL PARK AIRPORT
KEY WEST INTERNATIONAL AIRPORT
KONA INTL AIRPORT AT KEAHOLE
KOUJIMACHI TAX OFFICE
LAFAYETTEVILLE AIRPORT COMMISSION
LAKE CHARLES REGIONAL AIRPORT
LAMBERT ST LOUIS INT L AIRPORT
LAREDO INTERNATIONAL AIRPORT
LB HILLINGDON REVENUES & BENEFITS SERVICES
LEE COUNTY PORT AUTHORITY
LEHIGH NORTHAMPTON AIRPORT AUTHORITY
LEWISTON NEZ PERCE REGIONAL COUNTY REGIONAL AIRPORT
LIHUE AIRPORT
LOS ANGELES WORLD AIRPORTS
LOS ANGELES COUNTY TAX COLLECTOR
LOUISVILLE REGIONAL AIRPORT AUTHORITY
MANCHESTER BOSTON REGIONAL AIRPORT
MASSACHUSETTS PORT AUTHORITY
MBS INTL AIRPORT COMMISSION
MCCARRAN INTERNATIONAL AIRPORT
MEDFORD JACKSON COUNTY AIRPORT
MELBOURNE AIRPORT AUTHORITY ATTN PFC REMITTANCE
MEMPHIS INTL AIRPORT
METROPOLITAN AIRPORT AUTHORITY OF PEORIA
METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTRY ILLINOIS

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY INC
METROPOLITAN NASHVILLE AIRPORT AUTH
METROPOLITAN WASHINGTON AIRPORT
MIAMI-DADE AVIATION DEPARTMENT
MILWAUKEE COUNTY AIRPORT DIVISION
MINISTER OF REVENUE OF QUEBEC
MINISTERIE VAN BINNENLANDSE ZAKEN EN KONINKRIJKSRELATIES
MINISTERIO COMERCIO INDUSTRIA Y TURISMO
MINISTERIO DA FAZENDA
MINISTERIO DA PREV E ASSISTENCIA SOCIAL
MINISTERIO DE ECONOMIA Y FINANZAS
MINISTERIO DE HACIENDA
MINISTERIO DE TURISMO
MINNEAPOLIS ST PAUL INTERNATIONAL
MISSOULA INT L
MOBILE AIRPORT AUTHORITY
MONTEREY PENINSULA AIRPORT DISTRICT
MONTGOMERY AIRPORT AUTHORITY
MUNICIPAL AIRPORT AUTHORITY
MUNICIPALIDAD DE ALAJUELA
MUNICIPALIDAD SAN PEDRO SULA
MUNICIPIO DE BENITO JUAREZ
MUNICIPIO DE COZUMEL
MUNICIPIO DE PALMIRA
MUNICIPIO DE PANAMA
MUNICIPIO DE ZIHUATANEJO DE AZUETA GUERRERO
MYRTLE BEACH INTERNATIONAL AIRPORT
N Y C DEPARTMENT OF FINANCE GENERAL CORPORATION TAX
NATRONA COUNTY INT L AIRPORT
NEVADA SECRETARY OF STATE
NEW HANOVER AIRPORT AUTHORITY
NEW ORLEANS AVIATION BOARD
NIAGARA FRONTIER TRANSPORTATION AUTH
NORFOLK INT L AIRPORT
NORTHWEST ARKANSAS REGIONAL AIRPORT
OKLAHOMA CITY DEPARTMENT OF AIRPORTS WILL ROGERS WORLD AIRPORT
ONTARIO INTERNATIONAL AIRPORT AUTHORITY
OPCALIA
OSDE
OSKALOOSA AIRPORT
OUTAGAMIE COUNTY
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
PALM SPRINGS REGIONAL AIRPORT

PANGHORN MEMORIAL AIRPORT
PELLSTON REGIONAL AIRPORT OF EMMET COUNTY
PENINSULA AIRPORT COMMISSION
PENSACOLA REGIONAL AIRPORT
PIEDMONT TRIAD AIRPORT AUTHORITY
PORT DEPARTMENT OF THE CITY OF OAKLAND
PORT OF PASCO
PORT OF PORTLAND
PORT OF SEATTLE
PORTLAND INTERNATIONAL AIRPORT CITY OF PORTLAND
PREFEITURA DO MUNICIPIO DE SÃO PAULO
PREFEITURA MUNICIPAL DE GUARULHOS
RDU AIRPOT AUTHORITY PFC REMITTANCE ACCOUNT
RECEIVER GENERAL FOR CANADA
REDDING MUNICIPAL AIRPORT
REDMOND MUNICIPAL AIRPORT CITY OF REDMOND
RHODE ISLAND AIRPORT CORP
RICHLAND LEXINGTON AIRPORT DISTRICT
ROANOKE INSURANCE GROUP
ROANOKE REGIONAL AIRPORT COMMISSION
ROCHESTER AIRPORT COMPANY
ROCHESTER INTERNATIONAL AIRPORT MONROE COUNTY
ROCK SPRINGS SWEETWATER
ROUTT COUNTY OF
SACRAMENTO METRO AIRPORT
SALT LAKE CITY CORPORATION
SAN ANTONIO INTERNATIONAL AIRPORT
SAN DIEGO COUNTY REGIONAL AIRPORT AUTH
SAN FRANCISCO INTERNATIONAL AIRPORT
SAN LUIS OBISPO CO AIRPORT
SAN MATEO COUNTY
SANTA BARBARA INTERNATIONAL AIRPORT
SARASOTA MANATEE AIRPORT AUTHORITY
SAVANNAH AIRPORT COMMISSION/HILTON HEAD INTL
SBC TAX COLLECTOR
SECRETARIA DA FAZENDA
SECRETARIA DE ADMINISTRACION Y FINANZAS
SECRETARIA DE ADMINISTRACION Y FINANZAS GOBIERNO DEL ESTADO DE
SINALOA
SECRETARIA DE FINANZAS DEL ESTADO DE AGUASCALIENTES
SECRETARIA DE FINANZAS DEL GOBIERNO DEL ESTADO BAJA CALIFORNIA SUR
SECRETARIA DE FINANZAS Y ADMINISTRACION DEL ESTADO DE GUANAJUATO

SECRETARIA DE FINANZAS Y ADMINISTRACION DEL GOBIERNO DEL ESTADO DE
GUERRERO
SECRETARIA DE FINANZAS Y TESORERIA GENERAL DEL ESTADO NUEVO LEON
SECRETARIA DE HACIENDA DEL ESTADO
SECRETARIA DE PLANEACION DEL GOBIERNO DE BAJA CALIFORNIA
SECRETARIA DE PLANEACION Y FINANZAS DEL ESTADO DE JALISCO
SERVICIO DE ADMINISTRACION DE RENTAS
SERVICIO NACIONAL DE ADUANA DEL ECUADOR SENAE
SERVICIO NACIONAL DE MIGRACION
SERVICIO RENTAS INTERNAS
SOUTH JOSEPH COUNTY AIRPORT AUTHORITY
SOUTHWEST GEORGIA REGIONAL AIRPORT
SPHERE ONE AVIATION CEDAR CITY REGIONAL AIRPORT
SPOKANE INT L AIRPORT
ST GEORGE MUNICIPAL AIRPORT
SUPER INTENDENCIA NACIONAL DE ADUANA Y DE ADMINISTRACION
TRIBUTARIA
SUPERINTENDENCIA DE ADMON TRIBUTARIA
SUPERINTENDENCIA DE COMPAÑIAS VALORES Y SEGUROS
SUPERINTENDENCIA DE PUERTOS Y TRANSPORTE
SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY
SYRACUSE REGIONAL AIRPORT AUTHORITY
TALLAHASSEE REGIONAL AIRPORT
TARRANT COUNTY TAX OFFICE
TESORERIA DE LA SEGURIDAD SOCIAL
TESORERIA DE S SOCIAL
THE CITY OF WICHITA KANSAS
THE EASTERN IOWA AIRPORT
THE PORT AUTHORITY OF NY AND NJ
THE AIRPORT CONCESSIONAIRES OF GRUPO AEROPORTUARIO CENTRO NORTE
THE AIRPORT CONCESSIONAIRES OF GRUPO AEROPORTUARIO DEL PACÍFICO
THE AIRPORT CONCESSIONAIRES OF GRUPO AEROPORTUARIO DEL SURESTE
TOMPKINS COUNTY AIRPORT
TRANSPORTATION SECURITY ADMINISTRATION
TREASURER CITY OF CLEVELAND
TRESOR PUBLIC
TRI CITIES AIRPORT AUTHORITY
TUCSON INT L
TULSA INTERNATIONAL
URSSAF
USDA OFM NATL FIN CTR
VALLEY INTERNATIONAL AIRPORT
VANCOUVER INTERNATIONAL AIRPORT AUTHORITY

VIRGINIA DEPARTMENT OF MOTOR VEHICLES
WASHINGTON DULLES METROPOLITAN WASHINGTO
WASHINGTON STATE DEPARTMENT OF LABOR & INDUSTRIES
WAYNE COUNTY AIRPORT AUTHORITY
WESTCHESTER COUNTY AIRPORT
WILKES BARRE SCRANTON INTERNATIONAL AIRPORT
WILLIAM P HOBBY AIRPORT
YEAGER CENTRAL W VA REGIONAL AIRPORT
YUMA COUNTY AIRPORT AUTHORITY INC TESORERIA DE LA FEDERACION

BANKS & FINANCIAL SERVICE PROVIDERS

ACTINVER
AMEX RECEIVABLES BACKED LOAN
ARRENDADORA ACTINVER SA DE CV
BANCA MIFEL, S.A.
BANCO ACTINVER, S.A.
BANCO BASE
BANCO DE AMÉRICA CENTRAL
BANCO DE COSTA RICA
BANCO DE LA NACION ARGENTINA ANAC
BANCO DEL CRÉDITO DE PERÚ
BANCO FINANCIERO INTERNACIONAL
BANCO MERCANTIL
BANCO NACIONAL DE MEXICO SA
BANCO NACIONAL DEL EJERCITO, FUERZA AEREA Y ARMADA
BANCO OCCIDENTAL DEL DESCUENTO
BANCO POPULAR
BANCO SANTANDER
BANK OF AMERICA, NA
BANK OF TOKYO MITSUBISHI UFJ
BANK OF UTAH
CI BANCO
CITIBANAMEX
CITIBANK, N.A.
COLPATRIA
CRÉDIT INDUSTIREL ET COMMERCIAL, NY BRANCH
DRAKE JET LEASING 2 DESIGNATED ACTIVITY COMPANY
DEUTSCHE BANK (LONDON BRANCH)
DEUTSCHE BANK MÉXICO, S.A AS TRUSTEE OF TRUST F/1748 (BOND HOLDERS)
DEUTSCHE BANK MEXICO, S.A
DVB BANK SE
EAST WEST BANK

ELEVON
EXPORT DEVELOPMENT CANADA
GRUPO FINANCIERO HSBC
GRUPO FINANCIERO MIFEL
HSBC
ICBC (NY BRANCH)
INDUSTRIAL AND COMMERCIAL BANK OF CHINA
INVESTEC BANK PLC
ITAU
J. ARON & COMPANY
JPMORGAN CHASE BANK, N.A.
MERRILL LYNCH COMMODITIES INC
MORGAN STANLEY CAPITAL GROUP INC
NAFIN, AS TRUSTEE OF AEROMEXICO SERVICIOS TRUST 80644
PAYPAL
PRODUBANCO
ROYAL BANK OF CANADA
SAFRA
SCOTIABANK
SHINSEI BANK JIMU SHUCHUBU BC
VE POR MAS
WORLD PAY
WELLS FARGO
WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, AS TRUSTEE
UNDER TRUST AGREEMENTS MSN 43704, 43756, 43712, 43762 AND 43763

FUEL SUPPLIERS

AIR BP BRASIL LTDA
AIR BP PBF DEL PERU SAC
AIR TOTAL INTERNATIONAL SA
AIRCRAFT SERVICE INTERNATIONAL INC
ALLIED AVIATION LLC
ALLIED SERVICES OF CANADA ULC
ASSOCIATED ENERGY GROUP LLC
ATLANTIC LOS ANGELES
AUTOSERVICIO VILLA BONITA SA DE CV
AVFUEL CORPORATION
BP INTERNATIONAL LIMITED
BP OIL ESPAÑA SA
BP PRODUCTS NORTH AMERICA INC
BP WEST COAST PRODUCTS LLC
C I CHEVRON EXPORT SAS

CHEVRON PRODUCTS COMPANY
CLH AVIACION SA
COMERCIALIZADORA DE COMBUSTIBLES Y DERIVADOS FUENTES SA DE CV
COMMERCHAMP SA
COSMO OIL MARKETING CO LTD
DALLAS FORT WORTH FUEL COMPANY LLC
ECASA
EPIC AVIATION LLC
EPSILON TRADING LLC
EURO JET INTERCONTINENTAL LIMITED
EXXON MOBIL AVIATION DIVISION OF EMPC BV
FIDEICOMISO MERCANTIL TAGSA
FSM GROUP LLC
GAS FLAMAZUL SA DE CV
GASOLINERIA RODRIGUEZ MARRON SA DE CV
IAD FUELS LLC
IAH FUEL COMPANY LLC
J&D OILFIELD INTERNATIONAL LTD
LAPSACO SA DE CV
LASFUEL CORPORATION
LAXFUEL CORPORATION
LOS ANGELES WEST TERMINAL FUEL CO
MONTREAL INTERNATIONAL FUEL FACILITIES CORPORATION
OCEANCARD DE MEXICO SA DE CV
ORGANIZACION TERPEL REPUBLICA DOMINICANA SAS
ORGANIZACION TERPEL SA
ORLANDO FUEL FACILITIES LLC
PARKLAND REFINING BC LTD
PEARSON INTERNATIONAL FUEL FACILITIES CORPORATION
PETROLERA DEL NORTE S DE RL
PETROSERVICIOS DE COSTA RICA SRL
PORTLAND FUELING FACILITIES CORPORATION
PRONTOGAS SA DE CV
PUMA ENERGY AVIATION SA
PUMA ENERGY GUATEMALA SOCIEDAD ANONIMA
REGIO GAS SA DE CV
REPSOL CIAL DE PROD PETROLEROS SA
S OIL CORPORATION
SERVICIO DE AVIACION ALLIED ECUATORIANA
SERVICIOS ESTATALES AEROPORTUARIOS
SERVICIOS WFSE ECUADOR
SFO FUEL COMPANY LLC
SHELL NEDERLAND VERKOOPMAATSCHAPPIJ BV

SIGNATURE FLIGHT SUPPORT CORPORATION
SOLIS MUÑOZ MARGARITA
SWISSPORT
TRAFIGURA MEXICO SA DE CV
TUCSON FUEL FACILITIES LLC
UNO EL SALVADOR SA
UNO HONDURAS SA DE CV
UNOPETROL SA
VANCOUVER AIRPORT FUEL FACILITIES CORPORATION
VITOL
YPF

ORDINARY COURSE PROFESSIONALS

ABOGADOS Y ASESORES JURÍDICOS DIEZ, S.C.
ACCURACY LEGAL AND CONSULTING, S.C.
ADORNA 35, S.C.
AZIZ & KAYE ABOGADOS, S.C.
BUFETE GÓMEZ ALCALÁ, S.C.
CARMONA MUÑOZ ABOGADOS, S.C.
CARPIO, OCHOA Y ASOCIADOS, S.C
CLIFFORD CHANCE US, LLP.
CREEL, GARCÍA-CUELLAR, AIZA Y ENRIQUEZ, S.C.
CYC ASESORES JURÍDICOS, S.C
DE HOYOS Y AVILÉS, S.C.
EF EDUCATION FIRST, LTD
FERNÁNDEZ OROPEZA Y ASOCIADOS, S.C.
FREIDENBERG, FREIDENBERG & LIFSIC
GUERRA GONZÁLEZ Y ASOCIADOS, S.C.
HOGAN LOVELLS
JUNHE, LLP.
JURIDICANH, S.C.
KIM CHANG LEE
LAW OFFICE OF JOHN MIETUS
LEGAL TRAKING, S.A. DE C.V.
LÓPEZ MELIH Y ESTRADA, S.C.
LUIS ALBERTO VALLE VIDAL
MARÍA INÉS OJEDA PESQUERA
MARTÍNEZ ALGABA DE HARO Y CURIEL, S.C.
MCKITRICK, S.A. DE C.V.
MEDINA Y ROJAS ABOGADOS, S.C.
MORGAN, LEWIS & BOCKIUS, LLP.
MORRIS JAMES, LLP

NORTON ROSE FULBRIGHT LLP.
REYES RETANA TELLO ABOGADOS, S.C.
RITCH,MUELLER, HEATHER Y NICOLAU; S.C.
SANTIAGO MEDIANO ABOGADOS, S.L.
SISTEMATIZACIÓN DE PROCESO JURÍDICOS, S.A. DE C.V.
SUSMAN GODFREY, LLP
THE LAW OFFICE MATTHEW WILHOIT, LTD.
THE LEE GROUP PLLC
VAN OOSTEN SCHULZ DE KORTE
VEDDER PRICE
WINSTON & STRAWN, LLP
YYZ LAW (WILLIAM F. CLARK)

SIGNIFICANT VENDORS

AIR FRANCE SA SOCIETE
AIRPORT TERMINAL SERVICES CANADIAN COMPANY
ALLIANCE GROUND INTERNATIONAL LLC
AM DL MRO JV SAPI DE CV
ARINC INCORPORATED
AVANZIA INSTALACIONES SA DE CV
AVENGER FLIGHT GROUP LLC
AVIATION INDUSTRY CONSULTANTS LLC
AVOLON AEROSPACE LEASING LIMITED
B E AEROSPACE INC
COMANDO DA AERONAUTICA
CT CORPORATION SYSTEM
ECS AERO CARGO INTERNACIONAL
EMBRAER AIRCRAFT CUSTOMER SERVICES, INC.
EUROCONTROL
EUROPEAN PNEUMATIC COMPONENT OVERHAUL AND REPAIR EPCOR BV
FARELOGIX INC
FLIGHTSAFETY CAPITAL CORP
G4S DOCUMENTA SOCIEDAD ANONIMA
GATE GOURMET & MAASA MEXICO SAPI DE CV
GATE GOURMET, INC.
GE ENGINE LEASING HOLDINGS INC
GE ENGINE SERVICES DISTRIBUTION LLC
GE ENGINE SERVICES LLC
GLOBAL AVIATION EQUIPMENT LEASING I IRELAND LIMITED
GOGO LLC
GOOGLE OPERACIONES DE MEXICO S DE RL DE CV
GREATER TORONTO AIRPORT AUTHORITY

HONEYWELL INTERNATIONAL INC
INFOASIST INFORMACION Y ASISTENCIA S DE RL DE CV
INTERNATIONAL SEWING COMPANY SA DE CV
JEPPESEN SYSTEMS AB
LIEBHERR AEROSPACE SALINE INC
MAPFRE MEXICO SA
MERKAFON DE MEXICO SA DE CV
MOODYS INVESTORS SERVICE INC
MTU MAINTENANCE BERLIN BRANDENBURG
NEWREST SERVAIR SL
NTT DATA SERVICES MEXICO OPERATIONS S DE RL DE CV
PROFESSIONAL AIRCRAFT ACCESSORIES INC
PROPIMEX S DE RL DE CV
RACKSPACE US INC
REGENT AEROSPACE CORP
SAFRAN LANDING SYSTEMS SAS
SISTEMAS INTEGRALES PARA EL TRANSPORTE SA DE CV
SKY CHEFS INC
SOLUTIA TLAXCALA SA DE CV
SPAFAX AIRLINE NETWORK S PTE LTD
SR TECHNICS SWITZERLAND AG
TRANSAVIA FRANCE SAS
TRUSTED AVIATION SERVICES
TV AZTECA SAB DE CV
UNINET SA DE CV

TOP 30 UNSECURED CREDITORS

AEROPUERTO DE CANCUN S.A. DE C.V.
AEROPUERTO DE GUADALAJARA SA DE CV
AEROPUERTO DE MONTERREY SA DE CV
AEROPUERTO INTERNACIONAL DE LA CIUDAD DE MÉXICO, S.A. DE C.V.
AEROPUERTOS Y SERVICIOS AUXILIARES
AIR LEASE CORPORATION
ASOCIACIÓN SINDICAL DE PILOTOS AVIADORES DE MÉXICO
BBVA
CELESTIAL AVIATION TRADING
CREDIT AGRICOLE AND INVESTMENT BANK, TOKYO BRANCH
ENTSERV ENTERPRISE SERVICES MEXICO S DE RL DE CV
GENERAL ELECTRIC COMPANY
GRUPO TELVISTA SA DE CV
HSBC BANK USA, N.A.
HSBC MEXICO S.A.

IBM
MTU MAINTENANCE
NORDIC AVIATION CAPITAL
ORACLE DE MÉXICO, S.A. DE C.V.
PANASONIC AVIONICS CORPORATION
SABRE GROUP INC
SMBC AVIATION CAPITAL LIMITED
TESORERIA DE LA FEDERACION
THE BANK OF NEW YORK MELLON
THE BOEING COMPANY
US DEPARTMENT OF TRANSPORTATION FAA
WILMINGTON TRUST COMPANY
WORLD FUEL SERVICES

UTILITIES

AENA SA
AERONAUTICAL TELECOMMUNICATIONS LTD
AGENCIA NACIONAL DE TELECOMUNICACIONES ANATEL
AGP CORPORATION
AICS
AIRESPRING INC
AMERICA MOVIL SAC
AMX ARGENTINA SA
AQUALINE SA
ARAKELLAN ENTERPRISES INC
AT&T
AT&T COMERCIALIZACION MOVIL S DE RL DE CV
AT&T COMUNICACIONES DIGITALES S DE RL DE CV
AUDIOWEBCONFERENCING SA DE CV
AVANTEL SAS
BELL CANADA
BICENTEL SA DE CV
BOUYGUES TELECOM SA
BT LATAM MEXICO SA DE CV
BUFETE DE INGENIERIA EN TELECOMUNICACIONES Y SISTEMAS SA DE CV
CABLE & WIRELESS PANAMA SA
CATALAN RIVERA JAIME
CENTRO DE TELECOMUNICACIONES Y PUBLICIDAD DE MEXICO SA DE CV
CENTURYLINK
CENTURYLINK PERU SA
CESPA GESTION DE RESIDUOS SA
CHINA TELECOM

CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
CLARO CHILE SA
CLARO CR TELECOMUNICACIONES SA
CLARO GUATEMALA SA
CLARO PANAMA SA
CLARO SA
CODENSA
COLUMBUS NETWORKS DOMINICANA SA
COMERCIAL QUINCE SA
COMERCIO ELECTRONICO EN INTERNET SA CENET SA
COMPAÑIA DOMINICANA DE TELEFONOS SA
COMPAÑIA NACIONAL DE FUERZA Y LUZ SA
COMPAÑIA TELECOMUNICACIONES EL SALVADOR
COMUNICACION CELULAR SA COMCEL SA
CONCOURSE TELECOMUNICACOES BRASIL LTDA
CONSORCIO ECUATORIANO DE TELECOMUNICACIONES SA
CONVERGEONE UNIFIED TECHNOLOGY SOLUTIONS
CORPORACION NACIONAL DE TELECOMUNICACIONES CNT
COX COMMUNICATIONS INC
DRACONIS SA
ECO EFICIENTES EN GAS LP SA DE CV
EDF GDF
ELITETELECOM PLC
EMPRESA DE ACUEDUCTO Y ALCANTARILLADO DE BOGOTA
EMPRESA DE TELECOMUNICACIONES DE CUBA SA
EMPRESA DISTRIBUIDORA SUR SA
EMPRESA ELECTRICA DE GUATEMALA
EMPRESA NICARAGUENSE DE TELECOMUNICACIONES SA ENITEL
FRANCE TELECOM
GAS NATURAL SERVICIOS SDG SA
GESTION INTEGRAL DE RESIDUOS SL SA DE CV
HONDUTEL
HUB ONE SA
INSTITUTO COSTARRICENSE DE ELECTRICIDAD
INTELLIGENT COMMUNICATION SERVICES
INTRADO MEXICO S DE RL DE CV
IPASS INC
KDDI CORPORATION
KONECTA DE MEXICO S DE RL DE CV
LA POSTE SA
LG U PLUS
LUZ DEL SUR
MCI WORLDCOM

MEXICO RED DE TELECOMUNICACIONES S DE RL DE CV
NAA KUKOJOHO
NAVEGA SA DE CV
NEC CORPORATION OF AMERICA
OPTICAL TECHNOLOGIES SAC
ORANGE SA
OTECEL SA
RECOLECCION DE CONTAMINANTES Y RESIDUOS DEL PAIS 2000 SA DE CV
RECOLECTORA DE DESECHOS Y RESIDUOS KING KONG SA DE CV
RIO RESIDUOS SA DE CV
SANEAMIENTO SANA SC DE RL
SCHIPHOL CONNECT BV
SCHIPHOL TELEMATICS BV
SERMANT GASO SA DE CV
SERVICIO NACIONAL DE SANIDAD INOCUIDAD Y CALIDAD AGROALIMENTARIA
SERVICIOS DE COMUNICACIONES DE HONDURAS SA
SERVICIOS INTEGRALES DE RECOLECCION DE RESIDUOS SA DE CV
SISTEMAS EN MANEJO Y ADMINISTRACION DE RESIDUOS SA DE CV
SMARTNETT CARRIER SA DE CV
SOCIETE FRANCAISE DU RADIOTELEPHONE SA
SOFTBANK TELECOM
SPRINT COMMUNICATIONS INC
SPRINT SOLUTIONS INC
T MOBILE NETHERLANDS BV
T MOBILE PCS HOLDINGS LLC
TELECOM ARGENTINA SA
TELECOMUNICACIONES DE GUATEMALA SA
TELECOMUNICACIONES VG Y ASOCIADOS SA DE CV
TELECOMUNICAÇÕES DE SÃO PAULO SA
TELEFONIA CELULAR DE NICARAGUA SA
TELEFONICA CHILE SA
TELEFONICA DE ESPAÑA SA
TELEFONICA DEL PERU SA
TELEFONOS DE MEXICO SAB DE CV
TELEFONOS DEL NOROESTE SA DE CV
TELMEX ARGENTINA SA
TELMEX COLOMBIA SA
TELUS
TOTAL PLAY TELECOMUNICACIONES SA DE CV
UNIGAS SA DE CV
VODAFONE ESPAÑA SAU
VODAFONE GROUP SERVICES LIMITED

INSURANCE & BENEFITS PROVIDERS

AETNA U S HEALTHCARE
 AMERICAN ALTERNATIVE INSURANCE CORPORATION
 AMERICAN ALTERNATIVE INSURANCE CORPORATION C/O ROANOKE INSURANCE
 GROUP INC.
 ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
 AXA SEGUROS SA DE CV
 CHUBB SEGUROS MÉXICO S.A DE C.V.
 DENTEGRA SEGUROS DENTALES SA
 DISCOVERY BENEFITS INC
 GRUPO NACIONAL PROVINCIAL S.A.B.
 IPFS CORPORATION
 ITAU SEGUROS SA
 MAPFRE PERU CIA DE SEGUROS Y REASEGUROS
 MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
 METLIFE
 PHL VARIABLE INSURANCE COMPANY
 PHOENIX LIFE INSURANCE COMPANY
 ORGANISMO INTERNACIONAL REGIONAL DE SANIDAD AGROPECUARIA
 SEGUROS DEL ESTADO SA
 SEGUROS INBURSA S.A. GRUPO FINANCIERO INBURSA
 STERLING RE INTERMEDIARIO DE REASEGURO SAPI DE CV
 SUL AMERICA COMPANHIA DE SEGUROS SAUDE
 TECNOLOGIA EN SEGURIDAD PRIVADA SSIA Q ROO SA DE CV

AIRCRAFT TRANSACTIONS

OPERATING LEASES

COUNTERPARTY	SERVICER
AERGEN AIRCRAFT SIXTEEN LIMITED	CARLYLE AVIATION PARTNERS
ALC B879 39292, LLC	AIR LEASE CORPORATION
ALC B879 60285, LLC	AIR LEASE CORPORATION
ALDUS PORTFOLIO LEASING LIMITED	NORDIC AVIATION CAPITAL
AVIATOR IRELAND AMX DAC	AVIATOR CAPITAL
AVOLON AEROSPACE AOE 116 LIMITED	AVOLON
AVOLON AEROSPACE AOE 117 LIMITED	AVOLON
BANK OF UTAH, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE, FOR THE BENEFIT OF WILLIS LEASE FINANCE CORPORATION	WILLIS LEASE FINANCE CORPORATION
BC2 42019, LLC	AIR LEASE CORPORATION

COUNTERPARTY	SERVICER
BC2 43862, LLC	AIR LEASE CORPORATION
BEAUTECH POWER SYSTEMS, LLC	BEAUTECH POWER SYSTEMS
BOC AVIATION (IRELAND) LIMITED	BOC AVIATION
CELESTIAL AVIATION TRADING 100 LIMITED	GE CAPITAL AVIATION SERVICES
CELESTIAL AVIATION TRADING 15 LIMITED	GE CAPITAL AVIATION SERVICES
CELESTIAL AVIATION TRADING 44 LIMITED	GE CAPITAL AVIATION SERVICES
CELESTIAL AVIATION TRADING 50 LIMITED	GE CAPITAL AVIATION SERVICES
CELESTIAL AVIATION TRADING 7 LIMITED	GE CAPITAL AVIATION SERVICES
CELESTIAL AVIATION TRADING 71 LIMITED	GE CAPITAL AVIATION SERVICES
CELESTIAL AVIATION TRADING 14 LIMITED	GE CAPITAL AVIATION SERVICES
CELESTIAL AVIATION TRADING 15 LIMITED	GE CAPITAL AVIATION SERVICES
COMMUTER AIRCRAFT LEASING 2017 V LIMITED	CHORUS AVIATION
COMMUTER AIRCRAFT LEASING 2017 VI LIMITED	CHORUS AVIATION
CONSTITUTION AIRCRAFT LEASING (IRELAND) 9 LIMITED	AIRCASTLE LIMITED
DRAKE JET LEASING 6 DESIGNATED ACTIVITY COMPANY	FALKO REGIONAL AIRCRAFT LIMITED
ENGINE LEASE FINANCE CORPORATION	ENGINE LEASE FINANCE CORPORATION
FGL AIRCRAFT IRELAND LIMITED	FUYO
GLOBAL AVIATION EQUIPMENT LEASING 1 IRELAND LIMITED	SMBC AVIATION CAPITAL
JET-I 34293 LEASING LIMITED	BBAM AIRCRAFT LEASING & MANAGEMENT
JET-I 34295 LEASING LIMITED	BBAM AIRCRAFT LEASING & MANAGEMENT
JLPS LEASING CAELUM LIMITED	JP LEASE
JLPS LEASING DORADO LIMITED	JP LEASE
PK AIRFINANCE S.A.R.L.	JP LEASE
MACQUARIE AEROSPACE FINANCE 36707 TRUST	MACQUARIE
MSN 39439 TRUST	DUBAI AEROSPACE ENTERPRISE
NAC AVIATION 19 LIMITED	NORDIC AVIATION CAPITAL
NAC AVIATION 25 LIMITED	NORDIC AVIATION CAPITAL
NAC AVIATION 25 LIMITED	NORDIC AVIATION CAPITAL
NAC AVIATION 29 DESIGNATED ACTIVITY COMPANY	NORDIC AVIATION CAPITAL
NAC AVIATION 32 LIMITED	NORDIC AVIATION CAPITAL
NAC AVIATION 33 LIMITED	NORDIC AVIATION CAPITAL
NAS INVESTMENTS 75, INC.	GE CAPITAL AVIATION SERVICES
NAS INVESTMENTS 76, INC.	GE CAPITAL AVIATION SERVICES
NORTH SHORE AVIATION CAPITAL, LLC	GE CAPITAL AVIATION SERVICES
PAAL ARIES ASSETS COMPANY LIMITED	PING AN / CLOVER

COUNTERPARTY	SERVICER
RAPIDE LEASING SERVICES LIMITED	FALCO
RAVELIN JET LEASING 1 DESIGNATED ACTIVITY COMPANY	FALCO
SMBC AERO ENGINE LEASE B.V.	SMBC AERO ENGINE LEASE
SMBC AVIATION CAPITAL LIMITED	SMBC AVIATION CAPITAL
TECOLUTLA AVIATION LEASING LIMITED	GOSHAWK AVIATION LIMITED
TRUENOORD NAZAS LTD	TRUENOORD REGIONAL AIRCRAFT LEASING
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR THE BENEFIT OF WILLIS LEASE FINANCE CORPORATION	WILLIS LEASE FINANCE CORPORATION
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR DRAKE JET LEASING 2 DESIGNATED ACTIVITY COMPANY, AS OWNER PARTICIPANT	FALCO REGIONAL AIRCRAFT LIMITED
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR GASL BERMUDA A-1 LIMITED	GENESIS AVIATION
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR CRA AIRCRAFT HOLDINGS BERMUDA LIMITED	GENESIS AVIATION
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR AVIATION CAPITAL GROUP SINGAPORE PTE. LTD	AVIATION CAPITAL GROUP
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR JSA AIRCRAFT 36699, LLC	JACKSON SQUARE AVIATION
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR JSA AIRCRAFT 36705, LLC AS BENEFICIARY	JACKSON SQUARE AVIATION
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR JSA AIRCRAFT 36706, LLC AS BENEFICIARY	JACKSON SQUARE AVIATION
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR JSA AIRCRAFT 36880, LLC AS BENEFICIARY	JACKSON SQUARE AVIATION

COUNTERPARTY	SERVICER
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR JACKSON SQUARE AVIATION IRELAND LIMITED AS BENEFICIARY	JACKSON SQUARE AVIATION
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR SMBC AVIATION CAPITAL LIMITED AS BENEFICIARY	SMBC AVIATION CAPITAL
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR JSA INTERNATIONAL U.S. HOLDINGS, LLC AS BENEFICIARY	JACKSON SQUARE AVIATION
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE FOR AVOLON AEROSPACE (IRELAND) AOE 118 LIMITED AS BENEFICIARY	AVOLON
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE FOR CIT AEROSPACE INTERNATIONAL AS BENEFICIARY	AVOLON
WELLS FARGO TRUST COMPANY, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE UNDER THE TRUST AGREEMENT MSN 35121 FOR AIR LEASE CORPORATION AS BENEFICIARY	AIR LEASE CORPORATION
WILMINGTON TRUST COMPANY SP SERVICES (DUBLIN) LIMITED, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR THE AIRCRAFT MSN 34954 (IRELAND) TRUST	BBAM AIRCRAFT LEASING & MANAGEMENT
WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE OF AIRCRAFT 78B-35311 (DELAWARE) TRUST	SKYWORKS LEASING (IRELAND) LIMITED
WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE OF THE AIRCRAFT 73B-30671 (DELAWARE) TRUST	AERCAP
WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE OF THE AIRCRAFT 78B-35306 (DELAWARE) TRUST	AERCAP
WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE OF THE AIRCRAFT 78B-35307 (DELAWARE) TRUST	AERCAP

COUNTERPARTY	SERVICER
WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE OF THE AIRCRAFT 78B-35308 (DELAWARE) TRUST	AERCAP
WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE OF THE AIRCRAFT 78B-35312 (DELAWARE) TRUST	AERCAP
WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR AIRCRAFT MSN 35120 TRUST AND THUNDERBOLT III AIRCRAFT LEASE LIMITED AS BENEFICIARY	AIR LEASE CORPORATION
WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF THE AIRCRAFT 78B-65092 (IRELAND) TRUST	AERCAP
WINGS 35115 LLC	WINGS CAPITAL PARTNERS

JOLCOS

CARACARA LTD.
 COMMERZBANK AKTIENGESELLSCHAFT, TOKYO BRANCH
 CREDIT AGRICOLE AND INVESTMENT BANK
 CREDIT INDUSTRIEL ET COMMERCIAL, NEW YORK BRANCH
 DEVELOPMENT BANK OF JAPAN
 FO GALAXY LEASING LTD.
 FUYO GENERAL LEASE CO., LTD.
 IBJ LEASING CO., LTD.
 JA MITSUI LEASING, LTD.
 LOBELIA LEASING, INC.
 NATIXIS, NEW YORK BRANCH
 NBB LORETO LEASE CO., LTD.
 NOMURA BABCOCK & BROWN CO., LTD.
 NTT FINANCE CORPORATION
 NTT TC LEASING CO., LTD.
 PINATA LEASING CO., LTD.
 SHOWA LEASING CO., LTD.
 SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH
 SUMITOMO MITSUI FINANCE AND LEASING COMPANY, LIMITED
 TLC DAFFODIL LTD.
 TOKYO CENTURY CORPORATION
 YAMASA AIRCRAFT AM1 KUMIAI

YAMASA AMX1 LEASE CO., LTD.
YAMASA AMX2 LEASE CO., LTD.
YAMASA AMX IPPAN SHADAN HOJIN
YAMASA CO., LTD.

STRUCTURED FINANCING

EXIM BANK-GUARANTEED FINANCINGS

BANCO NACIONAL DE MEXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO
BANAMEX
CITIGROUP GLOBAL MARKETS INC.
CODAN TRUST COMPANY LIMITED, NOT IN ITS INDIVIDUAL CAPACITY, BUT
SOLELY AS TRUSTEE OF THE MEXICAN AIRCRAFT FINANCE III PURPOSE TRUST
CODAN TRUST COMPANY LIMITED, NOT IN ITS INDIVIDUAL CAPACITY, BUT
SOLELY AS TRUSTEE OF THE MEXICAN AIRCRAFT FINANCE IV PURPOSE TRUST
CODAN TRUST COMPANY LIMITED, NOT IN ITS INDIVIDUAL CAPACITY, BUT
SOLELY AS TRUSTEE OF THE MEXICAN AIRCRAFT FINANCE V PURPOSE TRUST
DEUTSCHE BANK MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, DIVISIÓN
FIDUCIARIA, AS TRUSTEE OF FIDEICOMISO NO. F/1604
DEUTSCHE BANK MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, DIVISIÓN
FIDUCIARIA, AS TRUSTEE OF FIDEICOMISO NO. F/1698
DEUTSCHE BANK MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, DIVISIÓN
FIDUCIARIA, AS TRUSTEE OF FIDEICOMISO NO. F/1865
EXPORT-IMPORT BANK OF THE UNITED STATES
HSBC SECURITIES (USA) INC.
J.P. MORGAN SECURITIES LLC
MEXICAN AIRCRAFT FINANCE III, LLC
MEXICAN AIRCRAFT FINANCE IV, LLC
MEXICAN AIRCRAFT FINANCE V, LLC
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE
WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY
AS SECURITY TRUSTEE

BNDES

BANCO NACIONAL DE DESENVOLVIMENTO ECONOMICO E SOCIAL - BNDES
BRASILMEX LEASING, LLC
WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY
AS SECURITY TRUSTEE

MUFG

BANK OF UTAH, NOT IN ITS INDIVIDUAL CAPACITY, BUT AS OWNER TRUSTEE
UNDER THAT CERTAIN TRUST AGREEMENT (N784XA)

BANK OF UTAH, NOT IN ITS INDIVIDUAL CAPACITY, BUT AS OWNER TRUSTEE
UNDER THAT CERTAIN TRUST AGREEMENT (N788XA)
BANK OF UTAH, NOT IN ITS INDIVIDUAL CAPACITY, BUT AS OWNER TRUSTEE
UNDER THAT CERTAIN TRUST AGREEMENT (N997AM)
MUFG BANK, LTD. (AS SUCCESSOR TO DVB BANK SE)

PDP FINANCINGS:

ACORN INVESTMENTS LIMITED
ALTER DOMUS (IRELAND) LIMITED
BANCO NACIONAL DE COMERCIO EXTERIOR, S.N.C., INSTITUCIÓN DE BANCA DE
DESARROLLO
BANCO SANTANDER (MÉXICO), S.A.
BANCO SANTANDER (MÉXICO), S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO
FINANCIERO SANTANDER MÉXICO
CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED
CARLYLE AVIATION MANAGEMENT LIMITED
CFM INTERNATIONAL INC.
CLOVER AIRCRAFT LEASING COMPANY LIMITED (FORMERLY KNOWN AS PING
AN AIRCRAFT LEASING COMPANY LIMITED)
DEUTSCHE BANK MÉXICO S.A., INSTITUCIÓN DE BANCA MÚLTIPLE DIVISIÓN
FIDUCIARIA
FIDEICOMISO NO. F/1930 (A TRUST ESTABLISHED UNDER THE LAWS OF MÉXICO)
JSA INTERNATIONAL U.S. HOLDINGS, LLC
MAPLES FIDUCIARY SERVICES (IRELAND) LIMITED
MAPLESFS TRUSTEES IRELAND LIMITED
MAYAN AIRCRAFT HOLDINGS LIMITED
MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED
NATIXIS S.A.
PAAL CETUS COMPANY LIMITED
PING AN INTERNATIONAL FINANCIAL LEASING CO., LTD.
RUNWAY PDP BORROWER IRISH DESIGNATED ACTIVITY COMPANY
RUNWAY PDP LENDER ONE LLC
SABCAPITAL, S.A. DE C.V. SOFOM, E.R.,
SUMIDERO LIMITED
SUMITOMO MITSUI BANKING CORPORATION BRUSSELS BRANCH
SUMITOMO MITSUI BANKING CORPORATION EUROPE LIMITED
WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION

Schedule 2 to Sainz Declaration¹

Client Match List for Past Two Years

¹ Cervantes Sainz currently represents, or has represented within the past two years, the entities listed on this **Schedule 2** or one or more of their affiliates.

Client Match List

Matched Entity	Relationship to Debtors
Delta Air Lines, Inc.	Legal advice on regulatory matters, as well as labor and administrative litigation
Banca Mifel, S.A.	Legal advice on corporate, mercantile and litigation matters. Senior Partner acts as member of the Board.
Grupo Financiero Mifel	Legal advice on corporate, mercantile and litigation matters. Senior Partner acts as member of the Board.
Banco Ve por Mas	Legal advice on corporate, mercantile and litigation matters.
TV Azteca, S.A.B. de C.V.	Legal advice on corporate, mercantile and litigation matters.

Exhibit B

Sánchez Declaration

**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)

**DECLARATION OF RICARDO JAVIER SÁNCHEZ BAKER IN
SUPPORT OF APPLICATION OF DEBTORS FOR AUTHORITY TO
EMPLOY AND RETAIN CERVANTES SAINZ, S.C. AS SPECIAL MEXICAN
COUNSEL FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Ricardo Javier Sánchez Baker, Grupo Aeroméxico, S.A.B. de C.V.'s ("**Grupo Aeroméxico**"), and together with its affiliates that are debtors and debtors in possession in these proceedings, the "**Debtors**"; the Debtors collectively with their direct and indirect non-Debtor subsidiaries, the "**Company**" or "**Aeroméxico**") Chief Financial Officer, in support of the *Application of Debtors for Authority to Employ and Retain Cervantes Sainz, S.C. as Special Mexican Counsel for the Debtors Nunc Pro Tunc to the Petition Date*, dated July 30, 2020 (the "**Application**"),² declares as follows:

1. I am Chief Financial Officer of Grupo Aeroméxico, a corporation headquartered in Mexico City, Mexico.

2. I submit this declaration (the "**Declaration**") (a) in connection with the Application wherein the Debtors seek entry of an order authorizing the Debtors to employ and

¹ The Debtors in these cases, along with the 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

retain Cervantes Sainz as their special Mexican counsel in the Chapter 11 Cases *nunc pro tunc* to the Petition Date.

The Debtors' Selection of Cervantes Sainz

3. It is my strong belief that it is critical to select advisors with the utmost care to maximize the value of the Debtors' estates, while at the same time focusing on costs to ensure that the Debtors' limited resources are being appropriately utilized.

4. I, as Chief Financial Officer, along with several other members of the Debtors' senior management, am responsible for retaining and supervising outside counsel. I am familiar with the markets for professionals both in and out of bankruptcy, and, in particular, Cervantes Sainz's preeminent practice and its work in all areas of practice in Mexican law.

5. Beginning in June, 2020, Aeroméxico retained Cervantes Sainz to advise the Company on matters implicating Mexican law in the course of its restructuring under the Bankruptcy Code. As the Debtors faced growing liquidity and financial challenges, Cervantes Sainz provided a broad array of expert and specialized advice on matters under Mexican law, including general and strategic advice.

6. In preparation for the Chapter 11 Cases, the Debtors considered other firms for the role of special Mexican counsel but chose Cervantes Sainz given their extensive knowledge and experience with the Debtors, as well as their substantial experience on matters relating to Mexican law and cross-border restructurings.

7. Since June 5, 2020, Cervantes Sainz has advised the Debtors on various issues under Mexican law, including both in-court and out-of-court strategies. During that time, Cervantes Sainz has become intimately familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of the Chapter 11 Cases. I believe, for this

reason, as well as because of Cervantes Sainz's extensive experience in representing Mexican companies in U.S. restructurings, that Cervantes Sainz is both well-qualified and uniquely suited to represent the Debtors in the Chapter 11 Cases in an efficient and timely manner.

Rate Structure and Cost Supervision

8. In connection with the filing of the Chapter 11 Cases, the Debtors and Cervantes Sainz have agreed upon rates that are discounted from their customary rates. Cervantes Sainz has informed the Debtors that its billing rates and material terms for the engagement are comparable to (a) the rates that Cervantes Sainz charges for non-bankruptcy representations and the material terms for such non-bankruptcy engagements and (b) the billing rates and terms of other comparably skilled special counsel.

9. The Debtors understand that it is their responsibility to track their professionals' billing practices to be sure that the fees and expenses the estates pay are fair and reasonable, and the Debtors will review the fee statements of Cervantes Sainz and of all of the Debtors' other professionals to ensure that continues to be the case.

10. Cervantes Sainz and the Debtors are in the process of developing a prospective budget and staffing plan for the period from the Petition Date through September 30, 2020. I will review and work with Cervantes Sainz on the budget and staffing plan. I also understand that, in the course of large chapter 11 cases such as these, it is likely that there will be unforeseen issues that the Debtors and Cervantes Sainz will need to address.

11. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

[Signature Page Follows]

Dated: July 30, 2020
New York, NY

Grupo Aeroméxico, S.A.B. de C.V.
(for itself and on behalf of its affiliates
that are debtors and debtors in possession)

/s/ Ricardo Javier Sánchez Baker

Ricardo Javier Sánchez Baker
Chief Financial Officer

Exhibit C

Engagement Letter

CERVANTES
SAINZ

Estrictamente Personal & Confidencial

5 de junio del 2020

Dr. Andrés Conesa Labastida
Lic. Claudia Cervantes
Aerovías de México, S.A. de C.V.
VÍA EMAIL

Re: Aerovías de México S.A. de C.V., Grupo Aeroméxico, S.A.B. de C.V., y Aerolitoral, S.A. de C.V. (“Aeroméxico” o el “Cliente”, indistintamente)

Estimados Andrés y Claudia:

De conformidad con su solicitud, y en seguimiento a nuestras conversaciones telefónicas de días pasados respecto a Aerovías de México S.A. de C.V. así como su sociedad controladora Grupo Aeroméxico, S.A.B. de C.V. y las subsidiarias de ésta, incluyendo sin limitar Aerolitoral, S.A. de C.V., entendemos que nuestros servicios legales consistirían fundamentalmente en:

(i) el análisis de cierta información y documentación legal (contratos, garantías, lista acreedores y documentos soporte, litigios, potenciales pasivos y controversias, etc.) necesaria para poder presentarles, por escrito, nuestro diagnóstico legal y alcance de una posible reestructura de pasivos y alternativas de implementación, así como riesgos en su implementación y derechos de acreedores (“**Etapa 1**”);

(ii) la asistencia legal para diseñar, negociar, documentar e implementar, en conjunto y coordinación con sus asesores legales y financieros en E.U.A., una reestructura de pasivos, que mejor convenga a los intereses de Aeroméxico, fuera de procedimiento judicial (*out-of-court*), incluyendo la preparación de material legal, memoranda, atención continuada en temas diversos relativos a acreedores financieros, proveedores e instituciones de crédito, según corresponda, incluyendo conferencias, juntas, negociaciones, documentación contractual y acuerdos con acreedores, según sea el caso (“**Etapa 2**”); y

(iii) en su caso, la implementación del acuerdo global, transfronterizo (*cross-border*) con acreedores (dentro de un ámbito de reestructura global), bien sea a través de un intercambio o reestructura global consensuada (fuera de tribunales) o, sólo de ser necesario, a través de procedimientos judiciales o bajo un procedimiento universal de *insolvency* (bajo el Capítulo 11 de la Ley de Quiebras de los E.U.A.), preferentemente a través de un plan de reestructura previo (*pre-packed*) o, en su caso, a través de una solicitud de reestructura (*voluntary petition*) ante el juez de quiebras competente, en todos los casos preservando las



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operaciones y el negocio en marcha, protegiendo los activos y contratos operativos y maximizando el valor de Aeroméxico, así como la implementación o defensa en cualquier procedimiento judicial o administrativo que para efectos de la reestructura se requiera en México o en el extranjero (en este último caso, respecto a temas de ley mexicana) ("**Etapas 3**", y conjuntamente con la Etapa 1 y la Etapa 2, el "**Asunto Legal**").

Nos sentimos honrados en ser considerados para proporcionar los servicios al Cliente en México con respecto al Asunto Legal, o respecto a cualquier otra asesoría legal que se requiera de tiempo en tiempo y conforme a lo que acordemos. Por este medio les confirmamos que tenemos vasta experiencia y capacidad necesaria para proporcionar un servicio legal de primer nivel, eficiente en costo, en cualquier cuestión legal en relación con el Asunto Legal, tal como fue comentado en nuestra conversación anterior. Consideramos que existen condiciones para cumplir los objetivos planteados.

Como es de su conocimiento, somos un despacho de servicios legales multidisciplinario, involucrado en una práctica dinámica y compleja de servicios legales. Proporcionamos asesoría especializada en diferentes áreas transaccionales y regulatorias. De forma cotidiana, asesoramos a clientes nacionales e internacionales en prácticamente todas las áreas, que incluyen transacciones administrativas, corporativas, reestructuras, financieras, laborales, inmobiliarias, comerciales y cumplimiento regulatorio y relación con gobierno, así como litigios, procedimientos administrativos, concursos mercantiles, procedimientos de reestructuras e insolvencia transfronteriza, mediaciones y arbitrajes.

La información en relación con nuestro Despacho y nuestros abogados se encuentra disponible en nuestra página web www.cervantessainz.com.

El propósito de esta carta ("**Acuerdo de Honorarios**") es (i) establecer el alcance del servicio que Cervantes Sainz, S.C. ("**Cervantes Sainz**") prestará en relación con el Asunto Legal; (ii) establecer los acuerdos económicos entre nosotros y el Cliente en relación con el Acuerdo de Honorarios; y (iii) confirmar la aceptación y entendimiento del Cliente, en los términos siguientes:

1. Alcance del Servicio. Cervantes Sainz ha sido contratado por el Cliente, a partir de la fecha de aceptación de la presente, para actuar en México como su asesor legal en relación con el Asunto Legal, exclusivamente en lo relativo a las leyes de México (la "**Representación Autorizada**"), de conformidad con los términos del presente Acuerdo de Honorarios. El Cliente por este medio acepta en pagar a Cervantes Sainz los honorarios, costos y gastos (razonables y documentados) incurridos exclusivamente en la prestación de los servicios en relación con la Representación Autorizada. Este Acuerdo de Honorarios se encuentra sujeto a que el Cliente y Cervantes Sainz continúen en cumplimiento de los términos del presente Acuerdo de Honorarios.



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2. **Honorarios.** En cuanto al monto de nuestros honorarios con motivo de los servicios legales que se requieran única y exclusivamente respecto a los servicios relativos al Asunto Legal, proponemos que los honorarios por los servicios profesionales que esta Firma prestaría se devenguen, en principio y sujeto a lo que a continuación se precisa, con base en el tiempo que personal profesional que Cervantes Sainz dedique a la atención de tal asunto. Al respecto, les informamos lo siguiente:

a) Nuestras cuotas horarias varían de \$125.00 dólares por el trabajo de pasantes o estudiantes de Derecho que participan en apoyo a nuestras actividades profesionales, a \$575.00 dólares en el caso de los socios más experimentados (por lo pronto, proponemos fijar un tipo de cambio reducido, y máximo (cap) de \$21 pesos por dólar de los E.U.A.).

Para efectos de referencia, a continuación se proporcionan las tarifas actuales, por hora en dólares (E.U.A.), del equipo de socios y asociados que tendría, o pudiera tener (dependiendo de las etapas), participación en el asunto objeto de la presente, sin incluir pasantes:

Alejandro Sainz O. (socio responsable):	US\$525
Santiago Alessio Robles:	US\$350
Gabriela Avendaño:	US\$275
Rodrigo Guaida:	US\$250
Jiro Gorozpe T:	US\$190

b) De merecer lo anterior su conformidad, y en el evento de ser depositarios de su confianza y continuar patrocinándolos en este asunto, al concluir cada período mensual a partir de la aceptación de la presente se describirían los servicios prestados mediante el envío de una relación detallada de los cargos, precisando la identidad de los profesionales involucrados, el tiempo invertido por cada uno de ellos y la descripción concreta de cada actividad realizada (“**Informes Periódicos**”).

c) Cabe mencionar que nos reservamos el derecho de asignar el personal requerido al caso concreto, basándonos en nuestra percepción de los niveles de experiencia de los abogados y pasantes necesarios para alcanzar los objetivos buscados.

No obstante lo anterior, consideramos que nuestro estimado de **monto máximo** (cap), aproximado, de nuestros honorarios con motivo de los servicios a prestarse en:

(a) por la **Etapas 1**, sería de USD\$27,500.00 dólares;

(b) en la **Etapas 2**, de USD\$35,000.00 dólares mensuales; y



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(c) en la **Etapas 3**, de resultar aplicable, de USD\$45,000.00-USD\$50,000.00 dólares mensuales, en el entendido de que de encontrarnos en la Etapa 3 ya no aplicaría el estimado por la Etapa 2.

Única y exclusivamente respecto a los temas anteriormente descritos para cada etapa del Asunto legal (más el impuesto al valor agregado correspondiente), sujeto a que, de común acuerdo por escrito, pudiéramos revisar dicho monto máximo (*cap*) dependiendo de la intensidad y alcance de actividades mensuales del Asunto Legal o en el caso de que aumentará el alcance de nuestros servicios legales (por ejemplo, si resultare necesario iniciar, o defendernos de, un procedimiento concursal en México).

Respecto a la implementación de alguna estrategia especial, adicional, derivada del Asunto Legal, en el momento oportuno someteríamos a su consideración una nueva propuesta de honorarios profesionales para la implementación de dicha etapa futura o adicional.

3. Desembolsos. Los desembolsos y gastos serán cubiertos directamente por el Cliente, y el cual será informado de forma oportuna por Cervantes Sainz para su pago completo y por anticipado para prestadores de servicios que sean contratados por Cervantes Sainz para asistir en la prestación de los Servicios, tales como fedatarios públicos, traductores, peritos, etc. En el curso normal de trabajo, nosotros facturaremos al Cliente por los gastos cotidianos, tales como derechos gubernamentales, gastos registro ante registros públicos correspondientes, investigación a través de medios digitales, servicio de mensajería de entrega inmediata, cargos por llamadas de larga distancia, cargos por copias, cargos por fax, estacionamiento, gastos de registro, y viáticos (por ejemplo, tarifas de vuelos, millaje, comidas, estacionamiento, hospedaje o alojamiento fuera de la Ciudad de México, etc.). En caso de que los desembolsos sustanciales sean anticipados, solicitaremos el consentimiento previo del Cliente.

4. Conflicto de Intereses. Nuestro despacho representa a una base amplia de clientes con una variedad de asuntos legales. Consecuentemente, cuando no exista una válida dispensa de conflictos, algunos conflictos de intereses pueden tener lugar que pudiera adversamente afectar su habilidad y la habilidad de otros clientes de nuestra firma de elegirnos como sus abogados, por lo tanto, excluyéndonos de representarlo a usted y a ellos en asuntos actuales o futuros. En virtud de dicha posibilidad, nos gustaría ser justos con ustedes y con nuestros otros clientes. Consecuentemente, esta carta confirma nuestro mutuo acuerdo que el Despacho puede representar a otro actual o futuro cliente, en asuntos distintos a aquellos para los cuales hayamos actuado, o nos encontremos actuando, en su representación, siempre y cuando el asunto no esté sustancialmente relacionado con nuestro trabajo para usted respecto del Asunto Legal (“Representación Adversa Permitida”).

En cumplimiento de este acuerdo mutuo, al firmar esta carta, se acepta que ni usted ni otra parte podrán interponer como base la participación de nuestro Despacho de una



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Representación Adversa Permitida, para cualquier descalificación o incumplimiento de obligaciones. Para efectos de claridad, la Representación Adversa Permitida no incluirá asuntos o disputadas que surjan en contra de usted con respecto al Asunto Legal. Adicionalmente, sin su previo consentimiento por escrito, nosotros no podremos y no representaremos a otro cliente adverso a usted si hemos obtenido información confidencial de naturaleza no pública que pueda resultar en que nuestra representación, de ser conocida por otro cliente, pueda ser utilizada en una manera por el otro cliente en contra usted, creando una desventaja sustancial. Las dispensas y acuerdos en esta carta continuarán su efecto hasta la terminación de este acuerdo.

5. Políticas Anticorrupción/ Declaraciones de Privacidad. Nuestro Despacho reconoce extensamente todas las políticas antisoborno y anticorrupción y, consecuentemente, nuestro Despacho acepta y está plenamente de acuerdo en cumplir con las disposiciones y protecciones aplicables a dichas políticas.

De acuerdo con la Ley Federal de Protección de Datos Personales en Posesión de los Particulares, Cervantes Sainz es responsable de obtener ciertos datos personales del Cliente, así como para el uso y protección de la misma en relación con el Asunto Legal.

Cervantes Sainz reconoce que los datos personales del Cliente deberán de ser usados para los siguientes propósitos: (i) información de contacto, (ii) prestación de los servicios y actividades requeridas en relación con los mismos, (iii) información de nuevos servicios disponibles en relación con los servicios solicitados, (iv) cumplimiento de las obligaciones de Cervantes Sainz con respecto del Cliente, (v) evaluación de calidad del servicio, y (vi) contacto por aviso, email o teléfono con el propósito de proporcionar información útil al Cliente con respecto a los servicios proporcionados por Cervantes Sainz.

El Cliente tiene derecho a tener acceso y a revisar sus datos personales que hayan sido proporcionados, así como a notificar su oposición al uso de dichos datos por Cervantes Sainz o de revocar su consentimiento previamente otorgado o considerado como otorgado en relación con el uso de dichos datos por Cervantes Sainz. Para la descripción de los procesos, requisitos y periodos relativos a lo previamente mencionado, por favor siéntase libre de contactar a nuestro departamento de datos personales, el cual puede ser contactado en amena@cervantessainz.com o favor de enviar una solicitud por escrito para dicha descripción al domicilio de Cervantes Sainz.

Cervantes Sainz acuerda que sus datos personales serán conservados bajo estrictas medidas administrativas, técnicas y de seguridad, que han sido implementadas con el propósito de proteger sus datos personales en contra de pérdidas, daños, alteración, destrucción o cualquier uso no autorizado, transferencia o acceso a la misma.



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Cervantes Sainz se reserva el derecho a modificar los términos de esta cláusula en cualquier momento. Dicha modificación será publicada por Cervantes Sainz en su página web www.cervantessainz.com.

En caso de tener alguna duda en relación con el uso de sus datos personales o en caso de requerir información adicional, por favor acceda a los términos y condiciones de nuestro Aviso de Privacidad a través de nuestra página web referida en el párrafo inmediato anterior.

6. Información Confidencial. Cervantes Sainz está obligado a guardar en estricta confidencialidad toda la información que reciba de Aeroméxico, directa o indirectamente, y la misma está protegida bajo el privilegio de abogado-cliente. La Información Confidencial (según dicho término se define más adelante) que el Cliente proporcione a Cervantes Sainz será conservada como confidencial y secreta, con sujeción a los términos y condiciones que en la presente sección se establecen. Por tanto, Cervantes Sainz se obliga a guardar total confidencialidad de la información escrita, hablada, impresa, grabada en sistemas de cómputo y electrónicos diversos, incluyendo bases de datos con información, o aquella que por cualquier medio se genere exclusivamente por el Cliente, obligándose a devolverla en cuanto le sea requerida.

Cervantes Sainz se obliga a no divulgar de ninguna manera y por ningún medio a terceras personas, ni hacer uso inapropiado de la información confidencial de la misma (la “**Información Confidencial**”), que se utilice en relación con la prestación de sus servicios legales y a partir de este momento se hace responsable de su uso y confidencialidad. Para efectos de este Convenio se entenderá por “**Información Confidencial**” de forma enunciativa, más no limitativa, toda aquella información que sea transmitida o divulgada por el Cliente, en forma escrita, en archivos electrónicos, dispositivos magnéticos, cintas, grabaciones y/o disquetes, incluyendo pero no limitándose a información comercial, financiera, técnica, industrial, de marketing o de negocios, procedimientos o prácticas o mercadotecnia o planes de promoción, información en forma física, o información recibida de otras fuentes distintas y por lo cual Cervantes Sainz esté obligado a conservar confidencialidad, y que haya sido marcada como confidencial, o si no se trata de información escrita, que sea identificada como confidencial por medio de aviso por escrito. El contenido y celebración de esta Carta-Convenio también se considerará parte integrante de la Información Confidencial; adicionalmente, la “Información Confidencial” incluye todo lo que se divulgue en juntas o reuniones de trabajo en las que se intercambien o hayan intercambiado puntos de vista, ideas y cualquier información relacionada con el Cliente.

Si a alguna de las Partes se le solicitare o requiriere, por disposición de ley a la autoridad judicial o administrativa competente que se lo requiera a través de mandato escrito de conformidad con la legislación aplicable, como resultado de un procedimiento judicial o administrativo para revelar total o parcialmente la Información Confidencial, la parte requerida conviene en informar inmediatamente de tal situación a la otra Parte, de tal manera que esta última esté en posibilidad de ejercer las medidas o recursos legales necesarios para



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una adecuada defensa.

7. **Terminación.** Este Acuerdo de Honorarios puede ser terminado por cada una de las partes, por escrito, por cualquier causa y en cualquier tiempo; en el entendido, que el Cliente será responsable de pagar por todos los honorarios y gastos razonables que se hayan incurrido, o sean exigibles, a la fecha de terminación de este Acuerdo de Honorarios.

8. **Ley Aplicable.** Este Acuerdo de Honorarios será regido e interpretado de acuerdo con las leyes de México. Para cualquier asunto relacionado con la interpretación y el cumplimiento de las obligaciones derivadas de este Acuerdo, las partes expresamente acuerdan en someterse a la competencia de los tribunales de la Ciudad de México, México, renunciando expresamente a todos los derechos que tengan o que pudieran tener en virtud de sus domicilios presentes o futuros o por cualquier otra razón.

Si tiene alguna pregunta en relación con los términos de este acuerdo, por favor no dude en contactarnos. En el caso de que cualquier asunto relacionado con el Acuerdo de Honorarios, nuestros Informes Periódicos o nuestra representación, sean en cierta forma ambiguos o parezcan insatisfactorios, lo invitamos a que nos haga saber sus dudas y comentarios.

Solicitamos atentamente que el Cliente acepte el presente acuerdo en los términos mencionados, firmado un ejemplar de este Acuerdo de Honorarios en el espacio proporcionado en la parte inferior y proporcionándonos el mismo en la brevedad posible. Los honorarios y el anticipo deberán de ser pagados a través de transferencia electrónica, de la siguiente forma:

Transferencia a:	JP MORGAN CHASE
	One Chase Manhattan Plaza New York, N.Y. 10005
Account No.:	001-1-614120
ABA No.:	021000021
Beneficiary:	Banca Mifel S.A.
SWIFT	chasus33
BIC Code (CLABE):	04218-000-000-3074089
Beneficiary:	Cervantes Sainz, S.C.
FFC Account:	30740-8

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Banco: Banco Santander (México), S.A.
Cuenta Número: 22000009683
CLABE: 014180220000096836
Beneficiario: Cervantes Sainz, S.C.
Referencia: Proporcionar número de factura o cliente

Atentamente,

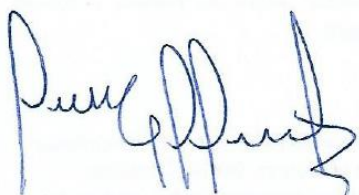
Cervantes Sainz, S.C.



Alejandro Sainz Orantes
Socio

**FIRMO DE CONFORMIDAD Y ACEPTACIÓN CON LA PRESENTE CARTA-
CONVENIO DE SERVICIOS LEGALES:**

Aerovías de México, S.A. de C.V.



Por:
Nombre: Sergio Allard Barroso
Cargo: Representante Legal

Aerovías de México, S.A. de C.V.



Por:
Nombre: Daniel Martínez Martínez
Cargo: Representante Legal

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Estrictamente Personal & Confidencial

18 de junio del 2020

Dr. Andrés Conesa Labastida

Lic. Claudia Cervantes

Grupo Aeroméxico, S.A.B. de C.V.;

Aerovías de México, S.A. de C.V.;

Aerolitoral, S.A. de C.V.;

Aerovías Empresa de Cargo, S.A. de C.V.;

Servicios Corporativos Aeroméxico, S.A. de C.V.;

Sistemas Integrados de Soporte Terrestre en México, S.A. de C.V.; y

demás subsidiarias y afiliadas relacionadas con el proceso de reestructura

(conjuntamente, en lo sucesivo, “Aeroméxico” o el “Cliente”, indistintamente)

VÍA EMAIL

Re: Complemento y modificación a la carta de honorarios del 5 de junio del 2020
firmada entre Aeroméxico y Cervantes Sainz

Estimados:

En complemento a, y con la finalidad de modificar, para ajustarlos a la realidad actual y alcance de nuestros servicios legales, ciertos términos y condiciones contenidos en, nuestra carta-convenio de honorarios celebrada el 5 de junio del 2020 entre Aeroméxico y Cervantes Sainz, S.C. (“**Carta Inicial**”), según lo previsto en el numeral 2 (Honorarios) de la Carta Inicial, y toda vez que la prestación de servicios de nuestra Firma respecto al Asunto Legal ha incrementado considerablemente durante las última semanas y que nuestra estimación, si bien era aproximada, de tiempos y alcance de Servicios ha sido superada, sometemos a ustedes la presente carta complementaria y modificatoria (“**Carta Complementaria**”) con la finalidad de modificar y ajustar únicamente los términos aquí previstos con relación a la prestación de nuestros servicios objeto del Asunto Legal y la Representación Autorizada (según dichos términos se definen en la Carta Inicial), por lo que cualquier término o condición no modificada expresamente mediante la presente Carta Complementaria deberá entenderse en los términos y condiciones de la Carta Inicial (incluyendo los términos definidos en la misma).

Nuestro nuevo estimado, aproximado, de nuestros honorarios con motivo de los servicios objeto del Asunto Legal, es el siguiente:

(a) por la **Etapas 1**, de USD\$75,000.00 dólares;

(b) por la **Etapas 2**, de USD\$125,000.00 dólares; y

(c) en la **Etapas 3**, de resultar aplicable, de un monto máximo, aproximado (sujeto a ajustes conforme aumente el alcance del Asunto Legal) de USD\$150,000.00-



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USD\$225,000.00 dólares mensuales, en el entendido de que (i) a partir de la Etapa 3, ya no seguiría aplicando el estimado por la Etapa 2, y (ii) el monto estimado y aproximado previsto para la Etapa 3 sería revisable, mensualmente, de común acuerdo entre el Cliente y Cervantes Sainz.

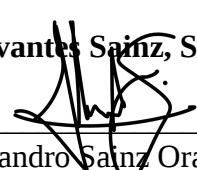
Única y exclusivamente respecto a los temas anteriormente descritos para cada etapa del Asunto legal (más el impuesto al valor agregado correspondiente), sujeto a que, de común acuerdo por escrito, pudiéramos revisar dichos montos estimados dependiendo de la intensidad y alcance de actividades mensuales del Asunto Legal o en el caso de que aumentará el alcance de nuestros servicios legales (por ejemplo, si resultare necesario iniciar, o defendernos de, diversos procedimientos judiciales y/o concursal en México).

Respecto a la implementación de alguna estrategia especial, adicional, derivada del Asunto Legal, en el momento oportuno someteríamos a su consideración una nueva propuesta de honorarios profesionales para la implementación de dicha etapa futura o adicional.

La presente Carta Complementaria, conjuntamente con la Carta Inicial, son el acuerdo total e íntegro acordado, a la fecha (sujeto a ajustes futuros) entre Cervantes Sainz y el Cliente, por lo que los términos contenidos en las mismas deberán ser interpretados como un solo acuerdo, conteniendo el acuerdo total entre las partes.

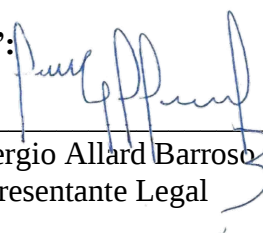
Atentamente,

Cervantes Sainz, S.C.

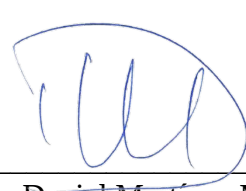

Alejandro Sainz Orantes
Socio

FIRMO DE CONFORMIDAD Y ACEPTACIÓN CON LA PRESENTE CARTA-CONVENIO COMPLEMENTARIA FECHADA EL 18 DE JUNIO DEL 2020, MISMA QUE FORMA PARTE INTEGRAL DE LA CARTA-CONVENIO DE HONORARIOS DEL 5 DE JUNIO DEL 2020, DE SERVICIOS LEGALES CONTRATADOS CON CERVANTES SAINZ, S.C.:

“El Cliente”:

Por: 

Nombre: Sergio Allard Barroso
Cargo: Representante Legal

Por: 

Nombre: Daniel Martínez Martínez
Cargo: Representante Legal

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Strictly Personal & Confidential

June 5, 2020

Dr. Andrés Conesa Labastida
Lic. Claudia Cervantes
Aerovías de México, S.A. de C.V.;
VIA EMAIL

Re: Aerovías de México S.A. de C.V., Grupo Aeroméxico, S.A.B. de C.V. and Aerolitoral, S.A. de C.V. ("**Aeroméxico**" or the "**Client**", indistinctly)

Dear Andrés and Claudia:

Pursuant to your request, and following up to our telephone conversations during the last days with respect to Aerovías de México S.A. de C.V., as well as of its controlling entity Grupo Aeroméxico S.A.B. de C.V. and its subsidiaries, including without limitation Aerolitoral S.A. de C.V., we understand that our legal services are mainly:

- (i) the analysis of certain information and legal documentation (agreements, guaranties, list of creditors and evidence documents, lawsuits, potential liabilities and controversies, among others) required to be able to provide, in writing, our legal assessment and scope of a possible restructure of liabilities and alternatives for its implementation, as well as the risks in its implementation and creditors rights ("**Stage 1**");
- (ii) the legal advice to design, negotiate, document and implement together and in coordination with your legal and financial advisors in the U.S.A., an out-of-court restructure of liabilities that better suits the interests of Aeroméxico, including the drafting of legal memoranda, advise on diverse issues concerning financial creditors, vendors and credit institutions, as applicable, including conference calls, meetings, negotiations, legal documentation and creditors agreements, as the case may be ("**Stage 2**"); and
- (iii) as the case may be, the implementation of a global, cross-border agreement with creditors (within the scope of a global restructuring), either through an exchange or an agreed global restructure (out-of-court), or, only if necessary, through a judicial proceedings or under an universal insolvency proceeding (under Chapter 11 of the U.S. Bankruptcy Law) preferably through a pre-packed plan or, as the case may be, through a voluntary petition before a competent bankruptcy judge, preserving in all cases the operations and going concern,

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protecting the assets and operative agreements and maximizing Aeroméxico's value, as well as the implementation or defense in any judicial or administrative proceeding that for purposes of the restructure is required in México or abroad (in the latter, with respect to issues concerning Mexican law) ("**Stage 3**", and jointly with Stage 1 and Stage 2, the "**Legal Mater**").

We are honored to be considered to provide the services to the Client in Mexico with respect to the Legal Matter, or any other legal advice that is required from time to time pursuant to our mutual agreement. As conveyed in our earlier conversation, we hereby confirm that we have significant experience and capacity to provide you with first class cost-efficient legal advice in any legal issue concerning the Legal Matter. We consider that there are conditions to fulfill the objectives discussed.

As you are aware, we are a full-service law firm engaged in a dynamic and complex legal practice. We provide expertise in a multitude of transactional matters and regulatory areas. We regularly advise local, national and international clients in virtually all areas of administrative, corporate, restructuring, financial, labor, real estate, commercial and regulatory transactions, and law compliance matters, as well as on litigation matters, administrative proceedings, insolvency, restructuring and cross border proceedings, mediation and arbitration.

Information regarding the Firm and our lawyers is available at our web page www.cervantessainz.com.

The purpose of this letter (the "**Fee Agreement**") is: (i) to set forth the scope of the engagement with Cervantes Sianz, S.C. ("**Cervantes Sainz**") with respect to the Legal Matter; (ii) to set forth the financial arrangements between us and the Client with respect to the Fee Agreement, and (iii) to confirm the Client's acknowledgement and understanding in the following terms:

1. **Scope of Engagement.** Cervantes Sainz has been retained by the Client effective as of the date of acceptance of this letter, to act in Mexico as its special counsel in connection with the Legal Matter only as such relates to the laws of the United Mexican States (the "**Authorized Representation**"), pursuant to the terms of this Fee Agreement. The Client hereby agrees to pay to Cervantes Sainz the fees, costs and expenses (reasonable and documented) incurred exclusively for the services rendered with respect to the Authorized Representation. This Fee Agreement is subject to the Client and Cervantes Sainz compliance with the terms under this Fee Agreement.

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2. **Fees.** With respect to our fees regarding the legal services required solely and exclusively in connection with the Legal Matter, we propose that such fees for professional services provided by this Firm will be charged in principle, subject to the following, based on the amount of time devoted to the matter by the professional staff of Cervantes Sainz:

- a) our hourly billing rates are between \$125.00 dollars for law clerks or interns assisting in our professional activities and \$575.00 dollars for senior partners (in the meantime, we propose to fix a reduced exchange rate, and a cap of \$21 pesos for each U.S. dollar).

For reference purposes, below you will find a list of current tariffs, per hour, in dollars (U.S.), of the partners and associates' team that will or may participate in the matter subject to this agreement, without including law clerks:

Alejandro Sainz O. (responsible partner)	US\$575
Santiago Alessio Robles:	US\$350
Gabriela Avendaño:	US\$275
Rodrigo Guaida:	US\$250
Jiro Gorozpe:	US\$190

- b) If you agree with the foregoing, and in the event of being depositaries of your trust and continue representing you on this matter, upon finishing each monthly period as of the acceptance of this letter, we will provide descriptions of the work performed through a detailed invoice specifying the identity of the participant professionals and the time invested by each of them and the specific description of activities ("**Periodic Statements**").
- c) It is worth noting that we reserve the right to appoint the required personnel in the particular case, based on our perception of the lawyers and law clerks expertise level required to achieve our objectives.

However, we consider that our approximated fee cap with respect to the services provided are:

- (a) USD \$27,000.00 dollars for **Stage 1**;
- (b) USD \$35,000.00 dollars for **Stage 2**; and

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- (c) If applicable, for **Stage 3**, a monthly fee of USD \$45,000.00 - USD \$50,000.00, in the understanding that in Stage 3, the Stage 2 estimation will no longer be applicable.

Only and exclusively with respect to the matters previously described for each stage of the Legal Matter (plus the corresponding value added tax), subject to the written agreement of the parties, we may review the cap depending on the intensity and scope of monthly activities of the Legal Matter or in the event that the scope of legal services increases (ie. if it is necessary to initiate or defend from diverse judicial proceedings and/or insolvency proceeding in Mexico).

With respect to the implementation of any additional special strategy derived from the Legal Matter, we would provide in due course, a new professional fee proposal for the implementation of such future or additional stage.

3. **Disbursements.** The disbursements and expenses shall be covered directly by the Client who will be timely informed by Cervantes Sainz for its payment in full and in advance for the services providers hired by Cervantes Sainz to assist in providing such services, such as notaries, translators, experts, etc. In due course we will invoice the Client for regular expenses, such as governmental rights, registry expenses and corresponding public registries, investigation through digital means, shipping services of immediate delivery, charges for long distance calls, charges for photocopies, faxes, parking, registry expenses, travel expenses (ie. airplane fees, millage, meals, parking, lodgment outside Mexico City, etc.). If substantial expenses are anticipated, we will request previous authorization of the Client.

4. **Conflict of Interest.** Our firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts' waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of our firm to choose us as their counsel, thereby precluding us from representing you or them in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that the firm may represent other present or future clients on matters other than those for which we had been or then are engaged on your behalf, whether or not on a basis adverse to you or any of your affiliates, including in litigation, legal or other proceedings or matters, so long as the matter is not related to our work for you on the Matter (referred to herein as "**Permitted Adverse Representation**").

In furtherance of this mutual agreement, by signing this letter you agree that you will not for yourself or any other party assert our Firm's engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted

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Adverse Representation as a basis for any claim of breach of duty. For purposes of clarity, Permitted Adverse Representation shall not include matters or disputes arising against you with respect to the Legal Matter. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you if we have obtained confidential information of a nonpublic nature from you as a result of our representation that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this engagement.

5. **Anticorruption Policy / Privacy Statement.** Our Firm fully recognizes the policies on anti-bribery and anti-corruption practices and, thus, the Firm hereby acknowledges and fully agrees to comply with applicable provisions and policies.

Pursuant to the *Ley Federal de Protección de Datos Personales en Posesión de los Particulares* (Mexican Federal Law on the Protection of Personal Information held by Private Parties), Cervantes Sainz is responsible to obtain certain personal information of the Client, as well as for the use given thereto and the protection thereof.

Cervantes Sainz acknowledges that the personal information of the Client shall be used for the following purposes: (i) contact identification, (ii) provision of the required services and activities in relation therewith, (iii) information on new services available in relation to the requested services, (iv) compliance by Cervantes Sainz of its obligations with respect to the Client, (v) service quality assessment, and (vi) contact by post, e-mail or telephone in order to provide useful information to the Client in respect of the services provided by Cervantes Sainz.

Client is entitled to have access to and revise the personal information provided to us, as well as to notify its opposition to the use of such information by Cervantes Sainz or revoke its consent previously granted or deemed as granted in relation to the use of such information by Cervantes Sainz. For a description of the procedures, requirements and periods regarding the foregoing, feel free to contact our personal information department at amena@cervantessainz.com or to deliver a written request for such description, to the domicile of Cervantes Sainz.

Cervantes Sainz agrees that your personal information shall be safeguarded under strict administrative, technical and physical security measures, which have been implemented with the purpose of protecting your personal information against loss, damage, alteration, destruction or the unauthorized use, transfer or access thereof.

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Cervantes Sainz reserves the right to amend the provisions of this clause at any time. Any such amendment shall be published by Cervantes Sainz on its web page www.cervantessainz.com.

Should you have any question in relation to the use of your personal information or should you require additional information, kindly access the terms and conditions of our Privacy Statement through the web page referred to in the immediately preceding paragraph.

6. **Confidential Information.** Cervantes Sainz shall keep in strict confidentiality all information received, directly or indirectly, from Aeroméxico and such information shall be protected by the client-attorney privilege. The Confidential Information (as such term is defined below) provided by the Client to Cervantes Sainz shall be kept as confidential and secret, subject to the terms and conditions provided under this section. Therefore, Cervantes Sainz shall keep total confidentiality of the written, oral, printed, saved in diverse computer and electronic systems information, including data bases with information, or that information that is generated exclusively by the Client by any means, having to return it as soon as it is required.

Cervantes Sainz shall not disclose to third parties in any manner whatsoever and through any means, nor make inappropriate use of, the confidential information (“**Confidential Information**”) that is used in connection with the legal services provided and as of this moment it is responsible for its use and confidentiality. For purposes of this Agreement “**Confidential Information**” will be considered, but not limited to, commercial, financial, technical, industrial, marketing or business information, proceedings or practices or marketing or promotional plans, information in hard copies or information received through different sources and for which Cervantes Sainz is obliged to keep confidentiality, or if it is not written information, that it is identified as confidential through written notice. The content and execution of this Letter-Agreement shall be also considered as part of the Confidential Information; additionally the “**Confidential Information**” includes everything disclosed in meetings or working sessions in which there is an exchange of points of view, ideas or any information about the Client.

If any of the Parties is requested or required, by law and by the competent judicial or administrative authority through a written order based on the applicable legislation, as a result of a judicial or administrative proceeding, to reveal totally or partially the Confidential Information, the requested party shall immediately inform about such situation to the other Party, so that the latter can exercise the resources or legal remedies necessary to properly defend himself.

7. **Termination.** This Fee Agreement may be terminated by either party, in writing, for any reason at any time; provided, however, that the Client shall be responsible to pay

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for all reasonable fees and expenses incurred by in accordance herewith up to the date of the termination of this Fee Agreement.

8. **Governing Law.** This Fee Agreement shall be governed by and construed pursuant to the laws of the Mexico. For everything related to the interpretation and fulfillment of the obligations derived from this Letter, the parties expressly submit to the competent courts of Mexico City, Mexico, expressly waiving all rights that should have or would have by its present or future domiciles or by any other reason.

If you have any questions regarding the provisions of this arrangement, we invite your inquiries. In the event that any matter relating to the Fee Agreement, our periodic statements or our engagement is in any way unclear or appears unsatisfactory, we encourage and invite your inquiry.

We request that the Client acknowledges agreement to the foregoing terms of this Fee Agreement by counter-executing a copy of this Fee Agreement in the space provided below and returning the same as soon as possible to the undersigned. Fees shall be paid through wire transfer to us as follows:

Wire to:	JP MORGAN CHASE
	One Chase Manhattan Plaza New York, N.Y. 10005
Account No.:	001-1-614120
ABA No.:	021000021
Beneficiary:	Banca Mifel S.A.
SWIFT	chasus33
BIC CODE (CLABE)	04218-000-000-3074089
Reference:	For Further Credit to Cervantes Sainz, S.C.
FFC Account:	30740-8

Or:

Banco:	Banco Santander (México), S.A.
Cuenta número:	22000009683
CLABE:	014180220000096836
Beneficiario	Cervantes Sainz, S.C.
Referencia:	Provide invoice or client number

Sincerely,

CERVANTES
SAINZ

Cervantes Sainz, S.C.

By: Illegible Signature
Alejandro Sainz O.
Partner of the Firm

I HEREBY SIGNE IN UNDERSTANDING AND ACCEPTANCE WITH THIS FEE
AGREEMENT OF LEGAL SERVICES:

Aerovías de México, S.A de C.V. Aerovías de México, S.A. de C.V.

By: Illegible Signature
Name: Sergio Allard Barroso
Position: Legal Representative

By: Illegible Signature
Name: Daniel Martínez Martínez
Position: Legal Representative

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Strictly Personal & Confidential

June 18, 2020

Dr. Andrés Conesa Labastida

Lic. Claudia Cervantes

Grupo Aeroméxico, S.A.B. de C.V.;

Aerovía de México, S.A. de C.V.;

Aerolitoral, S.A. de C.V.;

Aerovías Empresa de Cargo, S.A. de C.V.;

Servicios Corporativos Aeroméxico, S.A. de C.V.; and

other subsidiaries and affiliates related to the restructuring process

(jointly, hereinafter, “Aeroméxico” or the “Client”, indistinctly)

VIA EMAIL

Re: Supplement and amendment to the fee letter-agreement dated June 5, 2020 signed between Aeroméxico and Cervantes Sainz

Dear all:

To supplement and with the purpose of modifying, certain terms and conditions in our fee letter-agreement dated June 5, 2020 between Aeroméxico and Cervantes Sainz, S.C. (“**Initial Letter**”), to adjust them to the current reality and the scope of our legal services, pursuant to numeral 2 (Fees) of the Initial Letter, and since the services rendered by our Firm with respect to the Legal Matter have considerably increased during the last week and that our approximate estimation, of times and scope of Services has been exceeded, we propose to you this supplemental and amended letter (“**Supplemental Letter**”) with the purpose of modifying and adjust only the terms contained herein with respect to our services subject to the Legal Matter and the Authorized Representation (as such terms are defined in the Initial Letter) therefore any term or condition not expressly modified in this Letter shall be understood in the same terms and conditions under the Initial Letter (including the defied terms).

Our new approximate estimations for legal fees with respect with the services subject to the Legal Matter, is the following:

- (a) USD \$75,000.00 dollars for **Stage 1**;
- (b) USD \$125,000.00 dollars for **Stage 2**; and

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- (c) If applicable, for **Stage 3** a maximum approximate monthly amount (subject to adjustments pursuant to the increase of the scope of the Legal Matter) of USD\$150,000.00-USD\$250,000.00 dollars, in the understanding that (i) from Stage 3, the estimated amount for Stage 2 will be no longer applicable, and (ii) the estimated and approximate amount provided for Stage 3 may be reviewed on a monthly basis, as agreed between the Client and Cervantes Sainz.

Only and exclusively with respect to the matters previously described for each stage of the Legal Matter (plus the corresponding value added tax), subject to the written agreement of the parties, we may review such estimated amounts depending on the intensity and scope of monthly activities of the Legal Matter or in the event that the scope of legal services increases (ie. if it is necessary to initiate or defend from diverse judicial proceedings and/or insolvency proceeding in Mexico)

With respect to the implementation of any additional special strategy derived from the Legal Matter, we would provide in due course a new professional fee proposal for the implementation of such future or additional stage.

This Supplemental Letter, together with the Initial Letter, is the total and complete agreement, as of this date (subject to future adjustments) between Cervantes Sainz and the Client, therefore the terms contained therein shall be interpreted as a sole agreement among the understanding between the parties.

Sincerely,

Cervantes Sainz, S.C.

Illegible Signature
Alejandro Sainz Orantes
Partner of the Firm

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SAINZ

I HEREBY SIGN OF UNDERSTANDING AND ACCEPTANCE TO THE FEE LETTER-
AGREEMENT DATED JUNE 18, 2020, WHICH IS PART OF THE FEE LETTER-
AGREEMENT DATED JUNE 5, 2020 FOR LEGAL SERVICES REQUESTED FROM
CERVANTES SAINZ.

“The Client”

By: Illegible Signature
Name: Sergio Allard Barroso
Position: Legal Representative

By: Illegible Signature
Name: Daniel Martínez Martínez
Position: Legal Representative

Exhibit D

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 APPROVING APPLICATION OF DEBTORS FOR AUTHORITY TO
EMPLOY AND RETAIN CERVANTES SAINZ, S.C. AS SPECIAL MEXICAN
COUNSEL FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the Application (the “**Application**”)² of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) for entry of an order, pursuant to sections 327(e) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b) and Local Rules 2014-1 and 2016-1, approving the employment and retention of Cervantes Sainz as special Mexican counsel for the Debtors *nunc pro tunc* to the Petition Date, pursuant to the terms set forth in the Application and in the Sainz Declaration; and the Court having jurisdiction to consider the matters raised in the Application 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 Application and opportunity for a hearing on the Application having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and

¹ The Debtors in these cases, along with the 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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

considered the Application, the Sainz Declaration and the Sánchez Declaration; and the Court having held a hearing on the Application; and the Court having determined that the legal and factual bases set forth in the Application and at the hearing establish just cause for the relief granted herein; and the Court having found that the relief requested in the Application being in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Application is hereby granted as set forth herein.
2. The Debtors are hereby authorized to employ and retain Cervantes Sainz as their special Mexican counsel *nunc pro tunc* to the Petition Date in the Chapter 11 Cases, all as contemplated by the Application and on the terms and conditions provided in the Application, the Sainz Declaration, the Sánchez Declaration and the Engagement Letter, to the extent that the terms and conditions of the Application do not conflict with the terms of this Order.
3. Cervantes Sainz is authorized to perform any and all legal services for the Debtors that are necessary or appropriate in connection with the legal services described in the Application.
4. Cervantes Sainz shall apply for compensation for its services and reimbursement for any reasonable and necessary expenses and disbursements in accordance with the rates (as may be adjusted from time to time) and disbursement policies as set forth in the Application and the Sainz Declaration and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable order of the Court. Cervantes Sainz shall make a reasonable effort to comply with the U.S. Trustee's requests for information and additional

disclosures in connection with the Application and any fee application(s) to be filed by Cervantes Sainz in the Chapter 11 Cases.

5. 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 and enforceable immediately upon its entry.

6. Cervantes Sainz shall provide reasonable notice to the Debtors, the Court, the U.S. Trustee and any statutory committee appointed in the Chapter 11 Cases of any annual increases in the rates set forth in the Application.

7. The relief granted herein shall be binding upon any chapter 11 trustee appointed in any of the Chapter 11 Cases or upon any chapter 7 trustee appointed in the event of a subsequent conversion of any of the Chapter 11 Cases to cases under chapter 7.

8. To the extent that there may be any inconsistency between the terms of the Application, the Sainz Declaration, the Sánchez Declaration, the Engagement Letter and this Order, the terms of this Order shall govern.

9. The Debtors and Cervantes Sainz are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

10. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: _____, 2020
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE