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

In re:

**GRUPO AEROMÉXICO, S.A.B. de C.V., et
al.,
Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**CERTIFICATE OF NO OBJECTION
UNDER 28 U.S.C. § 1746 REGARDING MOTION FOR APPROVAL OF
STIPULATIONS AND ORDERS BETWEEN DEBTORS AND COUNTERPARTIES
CONCERNING CERTAIN AIRCRAFT FINANCING AGREEMENTS**

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

1. Responses to the *Debtors’ Motion for Approval of Stipulations and Orders Between Debtors and Counterparties Concerning Certain Aircraft Financing Agreements*

¹ The Debtors in these cases, along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; and Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

[ECF No. 601] (the “**Motion**”), filed October 30, 2020, were due no later than November 13, 2020, at 4:00 p.m. (prevailing Eastern Time) (the “**Objection Deadline**”). The Case Management Order and Local Rule 9075-2 provide that pleadings may be granted without a hearing if (a) no objections or other responsive pleadings have been filed on or before the applicable objection deadline and (b) the attorney for the entity that filed the motion complies with the relevant procedural and notice requirements.

2. As of the filing of this certificate, more than forty-eight (48) hours have elapsed since the Objection Deadline and, to the best of my knowledge, no responsive pleading to the Motion has been (a) filed with the Court on the docket of the above-captioned chapter 11 cases or (b) served on the Debtors or their counsel.

3. **PLEASE TAKE NOTICE** that the Debtors hereby file revised proposed stipulations and orders collectively attached hereto as **Exhibit B** (the “**Revised Proposed Stipulations**”), consisting of three stipulations between certain Debtors and certain counterparties concerning certain aircraft financing agreements related to certain equipment.² The Revised Proposed Stipulations reflect certain non-material, technical revisions made to address concerns raised by certain financing trustees to clarify that the rejection and abandonment provisions of the Revised Proposed Stipulations apply only to agreements to which the Debtors are parties. These parties had no comments to the proposed order, a copy of which is attached hereto as **Exhibit A** (the “**Proposed Order**”), authorizing the Debtors’ entry into the Revised Proposed Stipulations.

² Contemporaneously herewith, the Debtors are filing a certificate of no objection seeking entry of a proposed order authorizing the Debtors to partially redact the filed versions of the Revised Proposed Stipulations filed on the public docket pursuant to Bankruptcy Code section 105(a) and 107(b) and granting the motion seeking such relief [ECF No. 602] (the “**Sealing Order**”). Accordingly, the proposed copies of the Revised Proposed Stipulations collectively attached hereto as **Exhibit B** are being filed in partially redacted form, subject to the Court’s pending consideration of the Sealing Order.

4. **PLEASE TAKE FURTHER NOTICE** that comparisons between the Revised Proposed Stipulations and corresponding proposed final stipulations and orders filed with the Motion are collectively attached hereto as **Exhibit C**.

5. Accordingly, the Debtors respectfully request that the Court enter the Proposed Order, a copy of which is attached hereto as **Exhibit A**, and the Revised Proposed Stipulations, copies of which are collectively attached hereto as **Exhibit B**, granting the relief requested in the Motion in accordance with the procedures described in the Case Management Order.

[Remainder of Page Intentionally Left Blank.]

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

Dated: New York, New York
November 16, 2020

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

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*Counsel to the Debtors
and Debtors in Possession*

Exhibit A

Proposed Order

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

In re:

**GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,
Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**ORDER AUTHORIZING ENTRY INTO STIPULATIONS CONCERNING
AIRCRAFT FINANCING AGREEMENTS**

Upon the motion (the “**Motion**”)² of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) for entry of an order (this “**Order**”), authorizing entry into the Stipulations and approving the Stipulations, all as set forth more fully in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and held a Hearing to consider the relief requested in the Motion; and upon the record of the

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

Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all 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 Motion is granted, as set forth herein.
2. The Debtors are authorized to enter into the Stipulations.
3. The Debtors are authorized to enter into all other agreements contemplated by the Stipulations or related to the subject Agreements or equipment, without further approval of the Court.
4. The Debtors are authorized to file Stipulations relating to similar aircraft finance agreements that are agreed upon after the entry of this Order, under notice of presentment with a seven-day objection period.
5. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.
6. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and enforcement of this Order and, as applicable, any Stipulation.

Dated: New York, New York
November __, 2020

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Revised Proposed Stipulations

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*Proposed Counsel to the Debtors
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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)

**STIPULATION AND ORDER BETWEEN CERTAIN DEBTORS AND
COUNTERPARTIES CONCERNING CERTAIN EQUIPMENT**

This Stipulation (this “**Stipulation**”) is entered into on the date hereof by and among Aerovías de México, S.A. de C.V. (the “**Lessee**”) and each of the parties set forth in Exhibit A hereto (the “**Counterparties**,” and the Counterparties together with the Lessee, the “**Parties**”) with respect to the agreements (collectively, the “**Agreements**” and, each an “**Agreement**”) and the equipment (the “**Equipment**”), in each case, listed on Exhibit A hereto.

¹ The Debtors in these cases, along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; 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.

Recitals

A. On June 30, 2020 (the “**Petition Date**”), the Lessee and certain of its affiliates as debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (as amended or modified, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). 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. No trustee or examiner has been appointed in these cases. On July 13, 2020, the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors. The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”).

B. The Debtors and the Counterparties have engaged in extensive good faith negotiations in an effort to assist the Debtors in their efforts to rationalize the fleet while (i) minimizing the administrative costs and burdens associated with the Equipment and (ii) protecting the respective Counterparties’ rights and interests (collectively, the “**Interests**” and each, an “**Interest**”) in the Equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, stipulate and agree as follows:

1. (a) This Stipulation is effective for the period from July 1, 2020 through the earliest to occur of (i) the date the Equipment is made available for return to the Counterparties as contemplated pursuant to decretal paragraph 4(a)(x) hereof, (ii) with respect to any Agreement

subject to assumption under section 365 of the Bankruptcy Code, the date of the entry of an order of the Court approving the assumption of such Agreement, (iii) the effective date of a plan of reorganization for the Debtors that has been confirmed by the Court, (iv) the date of an order converting the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, (v) the date that Aerovías de México, S.A. de C.V. and/or, if different, the Lessee announce(s) that it has permanently discontinued all scheduled passenger service, (vi) the date of substantial consummation of a sale of all or substantially all assets of the Debtors, (vii) the date the Assignee (as defined in the Collateral Assignment to be entered into between Aerovías de México, S.A. de C.V. and UMB Bank National Association (the "**Collateral Assignment**") in connection with the Super Priority Loan Agreement approved by the Bankruptcy Court by final order entered on October 13, 2020) exercises Assigned Rights (as defined in the Collateral Assignment) (the "**Assigned Rights**") and (viii) such other date as the Counterparties and the Debtors may agree in writing with respect to the Equipment (such period of effectiveness, the "**Stipulation Period**").

(b) Upon the termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment, the Debtors shall (i) return the Equipment to the Counterparties in accordance with the procedures set forth in decretal paragraphs 3(d), 3(e) and 4 hereof and (ii) comply with the provisions of decretal paragraphs 3(a) through 3(c) hereof until the earlier of (x) the date of such return and (y) the thirtieth (30th) day after the date the Stipulation Period terminates (or for such longer period as may be agreed to by the Debtors and the Counterparties).

2. The Debtors represent and warrant that as of the date of the execution of this Stipulation and at the time the Agreements were entered into by and between the relevant

Debtors and Counterparties, the Debtors did not hold an air carrier operating certificate issued pursuant to chapter 447 of title 49, United States Code and, accordingly for that reason, section 1110 of the Bankruptcy Code is not applicable to the Equipment.

3. During the Stipulation Period:

(a) while the Equipment is stored in accordance with Lessee's maintenance and storage program approved by the applicable aviation authority and based on the recommendations of the manufacturer of such item of Equipment (the "**Storage Program**"), the Lessee shall:

(i) at Lessee's expense, maintain and store the Equipment under such Storage Program; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the applicable Agreement(s);

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty, *provided* that such inspection shall not unreasonably interfere with the operations of the Lessee and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Section 1

of Exhibit B hereto;

(b) while the Equipment is not stored in accordance with the Storage Program, the Lessee shall:

(i) at Lessee's expense, operate and maintain the Equipment pursuant to the maintenance, possession, and use covenants of the Agreements; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment; provided further that the Lessee shall not operate any Equipment that would have been eligible as of the Petition Date, or the date hereof, for the issuance of a special ferry flight permit for a return flight (as contemplated under decretal paragraph 4(a) hereof) in a manner that would cause such Equipment to possess insufficient flight hours and/or flight cycles remaining for safe and permissible operation of the Equipment from where located to such return location;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the Agreements;

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty; *provided* that any such inspection does not unreasonably interfere with the operation or maintenance of the Equipment or the Lessee's operations generally and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Sections 1

and 2 of Exhibit B hereto;

(c) except for the Excluded Obligations (as defined in Exhibit C hereto) and as otherwise set forth in this Stipulation, the Debtors and the Counterparties shall comply with all other provisions of the applicable Agreements insofar as they relate to the Stipulation Period;

(d) the relevant Debtors may, subject to any requirement by the Court that a further order or notice is necessary, at any time upon 15 days' notice to the Counterparties, reject an Agreement to which such Debtors are a party or abandon the Equipment and return the Equipment in accordance with the procedures set forth in decretal paragraph 4 hereof. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors may seek authorization to reject or abandon any of the Equipment and the Agreements corresponding to such Equipment to which such Debtors are a party on an aircraft by aircraft basis (*i.e.*, an individual airframe with its associated engines), but shall not be permitted to reject or abandon only a portion of an aircraft (*e.g.* an airframe but not its associated engines) or some but not all of the Agreements to which such Debtors are a party to the extent such Agreements relate to the same Equipment, and this Stipulation shall remain in full force and effect as to any remaining Equipment that are not subject to any rejected Agreement; and

(e) the Counterparties may notify the Debtors of the Counterparties' desire to terminate the Stipulation Period as to any Agreement and the Equipment related thereto (i) at any time following the 10-month anniversary of the date on which the Court enters this Stipulation, upon 60 days' prior written notice to the Debtors, or (ii) in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation which is continuing for more than five (5) Business Days or under decretal paragraph 3(c) of this Stipulation which is continuing beyond the applicable grace period specified in the applicable Agreement, and in any

such case the Debtors shall return the Equipment in accordance with procedures set forth in decretal paragraph 4 hereof.

4. Upon termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment:

(a) (x) the Debtors shall cooperate with the relevant Counterparty on completing an orderly redelivery process by:

(i) making the Equipment (together with (1) the original engines listed on Exhibit A hereto, which shall be installed on the airframe (unless any such engine is not in an airworthy condition or is subject to a possessory lien relating to the pre-petition period and remains in the custody of the party holding such lien or a post-petition lien permitted under Exhibit C), (2) any other items constituting the Equipment under the Agreement that were installed thereon during the last regularly scheduled flight (*it being understood* that Lessee shall not intentionally discriminate by replacing an APU or landing gear with a lesser value part in anticipation of redelivery), and (3) any quick engine change (QEC) kit that was delivered to the Lessee together with the Equipment (which QEC may be returned either installed on the airframe or, if a particular engine is off-wing, in parts)) available to the applicable Counterparty at its or their then-current location and in its or their then “as is, where is” condition;

(ii) providing reasonable access to any electronically accessible records relating to the Equipment and permitting the downloading and copying thereof, including access to the digital aircraft records repository Stream;

(iii) upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, cooperating in taking all actions (including filings) and signing and providing all documents reasonably required by the Counterparties with regard to the deregistration and export from the current state of registration or country of previous importation (in each case, to the extent applicable);

(iv) preparing and signing a non-incident statement; and

(v) preparing and delivering all technical records, documents, reports and statements relating to the Equipment that are in the Debtors' possession or control (the "**Technical Records**"), in their then "as is, where is" condition, without certification or signature and without performing any independent verification or audit thereof, except that the Lessee will certify or sign any such Technical Record that, in its reasonable judgment, does not require Lessee to perform more than *de minimis* additional verification or audit and otherwise as more particularly described in Exhibit D; and

(y) the Debtors shall, upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, in a commercially reasonable manner:

(i) deliver the Equipment, the Technical Records and all other items listed in clause (a)(x)(i) above, as applicable, from its or their then current location to a location in the contiguous United States advised by such Counterparty and reasonably acceptable to the Debtors via a ferry flight (the timing, manner and scheduling of such ferry flight and/or shipment to be subject to a commercial reasonableness standard, taking into account Debtors' operational and commercial limitations as to timing and manner of redelivery), *provided that*, absent gross negligence or willful misconduct of the Debtors,

the Debtors shall incur no liability as a result of complying with their obligations under this paragraph 4(a)(y)(i);

(ii) use its commercially reasonable efforts to cooperate with such Counterparty on locating any technical records and documents relating to the Equipment that such Counterparty identifies as missing or otherwise not made available at the time of the return; and

(iii) cooperate with the Counterparties in order to assign any remaining assignable manufacturer warranties and warranty claims, or the benefit thereof, to the owner of the related Equipment;

(b) the automatic stay provided under section 362 of the Bankruptcy Code shall be and hereby is modified to (i) allow the Debtors and the Counterparties to effectuate the provisions of this Stipulation and (ii) transfer, move, deregister, dispose of or effect title transfer of such Equipment, as applicable. The Counterparties agree that they shall not assert any claims against the Debtors in any court other than this Court, except as authorized by this Court;

(c) the Counterparties shall, within ten (10) Business Days (as such term is defined in the Agreements) of receipt of the Debtors' summary of charges therefor, reimburse the Debtors for their actual and reasonable costs and expenses of (i) storing, insuring and maintaining the Equipment beginning on the fifteenth day after the date that the Stipulation Period terminates through the date that the Equipment is returned to the Counterparties (provided that the delay past such fifteenth day is not caused by commercially unreasonable delays of the Debtors) and (ii) performing any other services or taking any other actions described in paragraphs 4(a)(x)(iii) and 4(a)(y). For the avoidance of doubt, any amounts charged by the Debtors to the Counterparties pursuant to the terms of this Stipulation for storage, maintenance

or other services shall (x) if performed or provided by parties other than Debtors, be the actual amounts invoiced to Lessee for such services without any added profit or other mark-up and (y) otherwise, be charged in accordance with the Lessee's standard rates charged to third parties for such services. All payments to the Debtors under this Stipulation shall be made by wire transfer in immediately available funds, without any set-off or counterclaim; and

(d) notwithstanding the termination of the Stipulation Period, the Agreements shall be deemed to continue in effect through the date that the Debtors return the Equipment to the Counterparties solely for the purpose of enabling Debtors to comply with their obligations under this decretal paragraph 4.

5. During the Stipulation Period, the performance by the Lessee of the terms and conditions set forth in this Stipulation shall satisfy any and all rights of the Counterparties to administrative expense status or priority in payment under any applicable provision of the Bankruptcy Code for any claims arising out of or related to the Stipulation Period based on the obligations (both monetary or performance based, or in each case lack thereof) of any Debtors in these chapter 11 cases, including pursuant to sections 361, 362, 363, 364, 365 or 503 of the Bankruptcy Code, or any similar provision under the Cape Town Convention on International Interests in Mobile Equipment and the Protocol thereto on Matters Specific to Aircraft Equipment, each as opened for signature on November 16, 2001, that arise out of or relate to the Equipment.

6. Following any breach of this Stipulation by the Debtors, the Counterparties may (in addition to their rights pursuant to Section 3(e)(ii)) assert an administrative expense claim against the Debtors, as permitted under the Bankruptcy Code, for any actual damages resulting from such breach. Except in the case of a breach of Debtors' obligations under decretal

paragraphs 3(a) or 3(b) of this Stipulation, as to which Debtors shall not have any notice or cure period for purposes of this paragraph 6, to the extent that the Counterparties assert that the Debtors have breached their obligations under any other provision of this Stipulation (the “**Specified Obligations**”), (i) if the Counterparties have actual knowledge of such breach, the Counterparties shall provide the Debtors prompt written notice thereof, (ii) Debtors shall have 30 days to remedy such breach and (iii) if such breach is remedied within such 30-day period, then the Counterparties shall not assert or otherwise be entitled to any administrative expense or priority in payment with respect to a breach of the applicable Specified Obligations. Nothing contained herein shall be deemed to require a Counterparty to provide Debtors with notice of a breach of any of the Specified Obligations if the Counterparty is not actually aware of such breach. In addition, notwithstanding anything herein to the contrary, the Counterparties have and may assert (subject to allowance of the amount of the claim by the Court) each of the following against the Debtors solely as pre-petition (non-administrative priority status expense) claims: (x) any claim that (1) would have been entitled to administrative expense or priority in payment but for this Stipulation and (2) is not payable under this Stipulation, and, (y) any claims for the difference between the rent payments or other obligations payable or performable by the Debtors under the Agreements during the Stipulation Period as compared to the rent payments or other obligations payable or performable by the Debtors under the Agreements (as modified by this Stipulation) during the Stipulation Period. The Counterparties shall have until the later of (1) 30 days after the effective date of rejection of the Agreements or the abandonment of the Equipment and (2) any general claims bar date set by the Court to file a proof of claim for any pre-petition claims, including claims arising out of or relating to the rejection of the Agreements or the abandonment of the Equipment. The Counterparties may file an administrative claim on or

before any administrative claim bar date that is set by the Court. The Debtors and any representative of the Debtors' estates reserve all defenses, rights and remedies with respect to any claim (administrative or otherwise) asserted by any Counterparty.

7. The execution of this Stipulation is not an assumption or cure under any applicable provision of the Bankruptcy Code by the Debtors in respect of the Agreements between the Debtors, as applicable, and the Counterparties. The rights of the Debtors, as applicable, (i) to assume any Agreements under Bankruptcy Code section 365(b)(1), including, without limitation, ascertaining the cure amounts and other obligations required with respect to such assumptions, (ii) to reinstate any Agreement or otherwise leave any Counterparty unimpaired under Bankruptcy Code section 1124, or (iii) to provide the "indubitable equivalent" under Bankruptcy Code section 1129(b)(2)(A)(iii), shall, in each case, be based upon the Agreements (ignoring in their entirety any changes, revisions or modifications to the terms of the Agreements effected by this Stipulation). Debtors agree that they shall not include any Agreement, their rights under such Agreement, or any Equipment as collateral nor grant any lien on such Agreement, their rights under such Agreement or any Equipment under any debtor in possession financing without the prior written consent of the applicable Counterparty. In addition, any currently existing right of the Counterparties to seek adequate protection in the event that any motion could be anticipated to result in the diminution in the value of the Counterparties' Interests in Debtors' property or the Equipment, or to interpose objections to any sale by the Debtors of any property in which the Counterparties have an Interest, are hereby reserved and preserved, as are all of the Debtors' rights, remedies, defenses and objections with respect to any such matters.

8. Except as provided in this Stipulation, all rights of the Parties are hereby reserved and preserved. All rights of the Parties provided in this Stipulation shall survive the termination of the Stipulation.

9. This Stipulation shall be binding, *nunc pro tunc*, as of the Petition Date, upon (i) the Debtors and any trustee or examiner that may be appointed in these chapter 11 cases, and their respective successors and assigns, (ii) the Counterparties and their respective successors and assigns and (with respect to those Counterparties that are trusts or trustees) trust beneficiaries who so direct or authorize the trusts or trustee of the trusts to enter into this Stipulation, and (iii) the trustee in the event that any of the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code.

10. This Stipulation and the Agreements contain the entire agreement among the Parties with respect to the subject matter hereof, and may only be modified in writing, signed by the applicable Parties or their duly appointed agents. In the event of any conflict or inconsistency between any provision of any Agreement, on the one hand, and any provision of this Stipulation, on the other hand, the provisions of this Stipulation shall control.

11. This Stipulation may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. This Stipulation shall be effective immediately upon approval by the Court. The Court shall retain jurisdiction for purposes of resolving any issues arising out of or relating to this Stipulation.

SO ORDERED:

Dated: New York, New York
_____, 2020

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Stipulated and agreed to by:

Dated: New York, New York
_____, 2020

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated:

_____, 2020

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Security Trustee

By:_____

Name:

Title:

By:_____

Name:

Title:

Dated:

_____, 2020

EXPORT-IMPORT BANK OF THE UNITED
STATES

By:_____

Name:

Title:

By:_____

Name:

Title:

Dated:

_____, 2020

MEXICAN AIRCRAFT FINANCE III, LLC, as
Lessor and Borrower

By:_____

Name:

Title:

By:_____

Name:

Title:

EXHIBIT A

Counterparties

1. Mexican Aircraft Finance III, LLC, as Lessor and Borrower
2. Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as Lender and Facility Agent
3. HSBC México S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as Lender
4. Citibank, N.A., as Guarantee Agent
5. Wilmington Trust Company, not in its individual capacity, but solely as Security Trustee
6. Export-Import Bank of the United States, as Guarantor
7. Deutsche Bank México S.A., Institución de Banca Múltiple, División Fiduciaria, as Trustee
8. Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance III Purpose Trust, as Pledgor
9. Mexican Aircraft Finance III, Ltd., as Lessor Parent

Equipment

1. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36700 and Mexican registration mark XA-AMA, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 962159 and 962164.
2. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36701 and Mexican registration mark XA-AMJ, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 963243 and 963249.
3. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36702 and Mexican registration mark XA-AMK, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 962324 and 962325.

Agreements

1. Participation Agreement dated as of August 9, 2012, among Aerovías de México, S.A. de C.V., as lessee, Mexican Aircraft Finance III, LLC as lessor and borrower, Mexican Aircraft Finance III, Ltd., as lessor parent, Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance III Purpose Trust, as pledgor, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as lender and facility agent, HSBC México S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as lender, Citibank, N.A., as guarantee agent, Grupo Aeroméxico, S.A.B. de C.V., as guarantor, Wilmington Trust Company, not in its individual capacity, except as expressly provided therein, but solely as security trustee and Export-Import Bank of the United States.

2. Lease Agreement dated as of August 9, 2012, between Mexican Aircraft Finance III, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
3. Lease Supplement No. I dated August 14, 2012, between Mexican Aircraft Finance III, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
4. Lease Supplement No. II dated September 20, 2012, between Mexican Aircraft Finance III, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
5. Lease Supplement No. III dated October 23, 2012, between Mexican Aircraft Finance III, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
6. Loan Agreement dated as of August 9, 2012, among Mexican Aircraft Finance III, LLC, as borrower, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as lender and facility agent, HSBC México S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as lender, Citibank, N.A., as guarantee agent, and Export-Import Bank of the United States, as guarantor.
7. Guarantee Agreement dated as of August 9, 2012, by and among Citibank, N.A., as guarantee agent, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as facility agent and Export-Import Bank of the United States.
8. Any and all other operative documents relating to the Aircraft, including, without limitation, all lease agreements, loan agreements, funding agreements, indentures, all parties agreements, participation agreements, security agreements, intercreditor agreements, guarantee agreements and indemnity agreements, as applicable, and any amendments, supplements, side letters, novations or assignments pertaining to any of the foregoing.

EXHIBIT B

Term Sheet

<p>1. Interest Rent Payments</p>	<p>As of and from the Petition Date until the termination of the Stipulation Period (as defined in the Stipulation), Lessee shall pay to the Security Trustee (on behalf of Lessor) on each Basic Rent Payment Date (as defined in the Lease) during such period, the amount of [REDACTED] payable on such Basic Rent Payment Date, which [REDACTED] is to be calculated [REDACTED] (which Interest Rent Payments shall be paid [REDACTED]). Lessee shall commence the payments of the Interest Rent Payments on the first Basic Rent Payment Date (as defined in the Lease) following the date of approval of the Stipulation by the Bankruptcy Court (the “<u>Court Approval</u>”), <i>provided</i> that all Interest Rent Payments payable on each [REDACTED] shall be paid by Lessee [REDACTED];</p> <p><i>provided further</i> that, in any case, [REDACTED].</p> <p>All Interest Rent Payments (including [REDACTED]) shall be subject to receipt by the Lessee from the Counterparties of an invoice and a calculation in reasonable detail in respect of such payment no later than three (3) Business Days prior to the corresponding due date.</p>
<p>2. [REDACTED] Payment</p>	<p>i. The [REDACTED] rate for each relevant component of Equipment shall be the rate set forth in the table on Schedule 1 hereto under the column designated for such component opposite the corresponding equipment type (the “[REDACTED] Rate”).</p> <p>ii. For each component of Equipment [REDACTED], the Lessee shall, in accordance with paragraph 2(iii) below, pay to the Security Trustee (on behalf of the Lessor) an amount (the “[REDACTED] Payment”) equal to the [REDACTED] Rate corresponding to such component, multiplied by the [REDACTED]; <i>provided</i> that for purposes of this calculation:</p> <p>a. subject to clause (b) below, [REDACTED]; and</p> <p>b. notwithstanding clause (a) above, [REDACTED].</p>

	<p>iii. If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) on the latest of: (x) [REDACTED], (y) [REDACTED] and (z) three (3) Business Days after the Lessee receives the Counterparties' invoice for the [REDACTED] Payment; <i>provided</i> that, in any case, the outstanding [REDACTED] Payment not theretofore paid by the Debtors shall be due and payable upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree). If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree); <i>provided</i>, for the avoidance of doubt, that if [REDACTED], the [REDACTED] Payment shall be made at [REDACTED]. If [REDACTED], the Lessee will make the [REDACTED] Payment upon [REDACTED]. In any such case, the Counterparties shall have the right to assert an administrative expense claim against the Debtors as permitted under the Bankruptcy Code in respect of the [REDACTED] Payment due and payable in accordance with the terms hereof. The [REDACTED] Payment shall be entitled to administrative priority as an "actual, necessary cost" of preserving the estates pursuant to section 503(b)(1) of the Bankruptcy Code.</p> <p>iv. In the event that the Debtors assume the Agreements, whether in their original form or amended, or enter into a new lease agreement with the Counterparties, the [REDACTED] Payment while [REDACTED] will be accounted for purposes of [REDACTED] in the relevant agreement and/or under terms as set forth in an agreement mutually agreed upon by the parties.</p>
3. Utilization Statement	<p>As soon as available and in any event within fifteen (15) days after the end of each calendar month during the Stipulation Period, the Lessee shall deliver a statement to the Security Trustee specifying the utilization of each relevant component of the Equipment during such calendar month, substantially in the form of Schedule 2 hereto (the "<u>Utilization Statement</u>"); <i>provided</i> that the Utilization Statements for July 2020, August 2020 and September 2020 shall be delivered no later than October 25, 2020.</p>
4. Payment Account	<p>All amounts due hereunder from the Lessee shall be paid</p>

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	to such account of the Security Trustee as the Security Trustee may provide in writing to the Lessee and shall be applied in accordance with the distribution and waterfall provisions of the applicable Agreements.
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Schedule 1 to Exhibit B

[REDACTED] Rates

[REDACTED] Rates	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USD Per:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
737-800W	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
787-8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Exhibit C

Certain Definitions

“Excluded Maintenance” means [REDACTED]. For avoidance of doubt, [REDACTED] shall not be deemed Excluded Maintenance.

“Excluded Obligations” means (i) Excluded Maintenance, (ii) Excluded Return Obligations, (iii) [REDACTED]. For the avoidance of doubt, no commitment is being made as part of the Stipulation to cure or remedy any outstanding defaults or events of default that may exist under any Agreement prior to the effectiveness of the Stipulation, but Debtors shall be obligated to [REDACTED].

“Excluded Return Obligations” means [REDACTED], but notwithstanding the foregoing the Debtors shall comply with paragraph 4 of the Stipulation with respect to such Equipment.

EXHIBIT D

Technical Records

1. The Lessee will:
 - (i) [REDACTED];
 - (ii) [REDACTED]; and
 - (iii) [REDACTED].
2. If [REDACTED], the Lessee will [REDACTED].

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Joshua Y. Sturm
Thomas S. Green

*Proposed Counsel to the Debtors
and Debtors in Possession*

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

In re:

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

Debtors.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**STIPULATION AND ORDER BETWEEN CERTAIN DEBTORS AND
COUNTERPARTIES CONCERNING CERTAIN EQUIPMENT**

This Stipulation (this “**Stipulation**”) is entered into on the date hereof by and among Aerovías de México, S.A. de C.V. (the “**Lessee**”) and each of the parties set forth in Exhibit A hereto (the “**Counterparties**,” and the Counterparties together with the Lessee, the “**Parties**”) with respect to the agreements (collectively, the “**Agreements**” and, each an “**Agreement**”) and the equipment (the “**Equipment**”), in each case, listed on Exhibit A hereto.

¹ The Debtors in these cases, along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; 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.

Recitals

A. On June 30, 2020 (the “**Petition Date**”), the Lessee and certain of its affiliates as debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (as amended or modified, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). 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. No trustee or examiner has been appointed in these cases. On July 13, 2020, the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors. The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”).

B. The Debtors and the Counterparties have engaged in extensive good faith negotiations in an effort to assist the Debtors in their efforts to rationalize the fleet while (i) minimizing the administrative costs and burdens associated with the Equipment and (ii) protecting the respective Counterparties’ rights and interests (collectively, the “**Interests**” and each, an “**Interest**”) in the Equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, stipulate and agree as follows:

1. (a) This Stipulation is effective for the period from July 1, 2020 through the earliest to occur of (i) the date the Equipment is made available for return to the Counterparties as contemplated pursuant to decretal paragraph 4(a)(x) hereof, (ii) with respect to any Agreement

subject to assumption under section 365 of the Bankruptcy Code, the date of the entry of an order of the Court approving the assumption of such Agreement, (iii) the effective date of a plan of reorganization for the Debtors that has been confirmed by the Court, (iv) the date of an order converting the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, (v) the date that Aerovías de México, S.A. de C.V. and/or, if different, the Lessee announce(s) that it has permanently discontinued all scheduled passenger service, (vi) the date of substantial consummation of a sale of all or substantially all assets of the Debtors, (vii) the date the Assignee (as defined in the Collateral Assignment to be entered into between Aerovías de México, S.A. de C.V. and UMB Bank National Association (the "**Collateral Assignment**") in connection with the Super Priority Loan Agreement approved by the Bankruptcy Court by final order entered on October 13, 2020) exercises Assigned Rights (as defined in the Collateral Assignment) (the "**Assigned Rights**") and (viii) such other date as the Counterparties and the Debtors may agree in writing with respect to the Equipment (such period of effectiveness, the "**Stipulation Period**").

(b) Upon the termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment, the Debtors shall (i) return the Equipment to the Counterparties in accordance with the procedures set forth in decretal paragraphs 3(d), 3(e) and 4 hereof and (ii) comply with the provisions of decretal paragraphs 3(a) through 3(c) hereof until the earlier of (x) the date of such return and (y) the thirtieth (30th) day after the date the Stipulation Period terminates (or for such longer period as may be agreed to by the Debtors and the Counterparties).

2. The Debtors represent and warrant that as of the date of the execution of this Stipulation and at the time the Agreements were entered into by and between the relevant

Debtors and Counterparties, the Debtors did not hold an air carrier operating certificate issued pursuant to chapter 447 of title 49, United States Code and, accordingly for that reason, section 1110 of the Bankruptcy Code is not applicable to the Equipment.

3. During the Stipulation Period:

(a) while the Equipment is stored in accordance with Lessee's maintenance and storage program approved by the applicable aviation authority and based on the recommendations of the manufacturer of such item of Equipment (the "**Storage Program**"), the Lessee shall:

(i) at Lessee's expense, maintain and store the Equipment under such Storage Program; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the applicable Agreement(s);

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty, *provided* that such inspection shall not unreasonably interfere with the operations of the Lessee and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Section 1

of Exhibit B hereto;

(b) while the Equipment is not stored in accordance with the Storage Program, the Lessee shall:

(i) at Lessee's expense, operate and maintain the Equipment pursuant to the maintenance, possession, and use covenants of the Agreements; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment; provided further that the Lessee shall not operate any Equipment that would have been eligible as of the Petition Date, or the date hereof, for the issuance of a special ferry flight permit for a return flight (as contemplated under decretal paragraph 4(a) hereof) in a manner that would cause such Equipment to possess insufficient flight hours and/or flight cycles remaining for safe and permissible operation of the Equipment from where located to such return location;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the Agreements;

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty; *provided* that any such inspection does not unreasonably interfere with the operation or maintenance of the Equipment or the Lessee's operations generally and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Sections 1

and 2 of Exhibit B hereto;

(c) except for the Excluded Obligations (as defined in Exhibit C hereto) and as otherwise set forth in this Stipulation, the Debtors and the Counterparties shall comply with all other provisions of the applicable Agreements insofar as they relate to the Stipulation Period;

(d) the relevant Debtors may, subject to any requirement by the Court that a further order or notice is necessary, at any time upon 15 days' notice to the Counterparties, reject an Agreement to which such Debtors are a party or abandon the Equipment and return the Equipment in accordance with the procedures set forth in decretal paragraph 4 hereof. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors may seek authorization to reject or abandon any of the Equipment and the Agreements corresponding to such Equipment to which such Debtors are a party on an aircraft by aircraft basis (*i.e.*, an individual airframe with its associated engines), but shall not be permitted to reject or abandon only a portion of an aircraft (*e.g.* an airframe but not its associated engines) or some but not all of the Agreements to which such Debtors are a party to the extent such Agreements relate to the same Equipment, and this Stipulation shall remain in full force and effect as to any remaining Equipment that are not subject to any rejected Agreement; and

(e) the Counterparties may notify the Debtors of the Counterparties' desire to terminate the Stipulation Period as to any Agreement and the Equipment related thereto (i) at any time following the 10-month anniversary of the date on which the Court enters this Stipulation, upon 60 days' prior written notice to the Debtors, or (ii) in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation which is continuing for more than five (5) Business Days or under decretal paragraph 3(c) of this Stipulation which is continuing beyond the applicable grace period specified in the applicable Agreement, and in any

such case the Debtors shall return the Equipment in accordance with procedures set forth in decretal paragraph 4 hereof.

4. Upon termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment:

(a) (x) the Debtors shall cooperate with the relevant Counterparty on completing an orderly redelivery process by:

(i) making the Equipment (together with (1) the original engines listed on Exhibit A hereto, which shall be installed on the airframe (unless any such engine is not in an airworthy condition or is subject to a possessory lien relating to the pre-petition period and remains in the custody of the party holding such lien or a post-petition lien permitted under Exhibit C), (2) any other items constituting the Equipment under the Agreement that were installed thereon during the last regularly scheduled flight (*it being understood* that Lessee shall not intentionally discriminate by replacing an APU or landing gear with a lesser value part in anticipation of redelivery), and (3) any quick engine change (QEC) kit that was delivered to the Lessee together with the Equipment (which QEC may be returned either installed on the airframe or, if a particular engine is off-wing, in parts)) available to the applicable Counterparty at its or their then-current location and in its or their then “as is, where is” condition;

(ii) providing reasonable access to any electronically accessible records relating to the Equipment and permitting the downloading and copying thereof, including access to the digital aircraft records repository Stream;

(iii) upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, cooperating in taking all actions (including filings) and signing and providing all documents reasonably required by the Counterparties with regard to the deregistration and export from the current state of registration or country of previous importation (in each case, to the extent applicable);

(iv) preparing and signing a non-incident statement; and

(v) preparing and delivering all technical records, documents, reports and statements relating to the Equipment that are in the Debtors' possession or control (the "**Technical Records**"), in their then "as is, where is" condition, without certification or signature and without performing any independent verification or audit thereof, except that the Lessee will certify or sign any such Technical Record that, in its reasonable judgment, does not require Lessee to perform more than *de minimis* additional verification or audit and otherwise as more particularly described in Exhibit D; and

(y) the Debtors shall, upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, in a commercially reasonable manner:

(i) deliver the Equipment, the Technical Records and all other items listed in clause (a)(x)(i) above, as applicable, from its or their then current location to a location in the contiguous United States advised by such Counterparty and reasonably acceptable to the Debtors via a ferry flight (the timing, manner and scheduling of such ferry flight and/or shipment to be subject to a commercial reasonableness standard, taking into account Debtors' operational and commercial limitations as to timing and manner of redelivery), *provided that*, absent gross negligence or willful misconduct of the Debtors,

the Debtors shall incur no liability as a result of complying with their obligations under this paragraph 4(a)(y)(i);

(ii) use its commercially reasonable efforts to cooperate with such Counterparty on locating any technical records and documents relating to the Equipment that such Counterparty identifies as missing or otherwise not made available at the time of the return; and

(iii) cooperate with the Counterparties in order to assign any remaining assignable manufacturer warranties and warranty claims, or the benefit thereof, to the owner of the related Equipment;

(b) the automatic stay provided under section 362 of the Bankruptcy Code shall be and hereby is modified to (i) allow the Debtors and the Counterparties to effectuate the provisions of this Stipulation and (ii) transfer, move, deregister, dispose of or effect title transfer of such Equipment, as applicable. The Counterparties agree that they shall not assert any claims against the Debtors in any court other than this Court, except as authorized by this Court;

(c) the Counterparties shall, within ten (10) Business Days (as such term is defined in the Agreements) of receipt of the Debtors' summary of charges therefor, reimburse the Debtors for their actual and reasonable costs and expenses of (i) storing, insuring and maintaining the Equipment beginning on the fifteenth day after the date that the Stipulation Period terminates through the date that the Equipment is returned to the Counterparties (provided that the delay past such fifteenth day is not caused by commercially unreasonable delays of the Debtors) and (ii) performing any other services or taking any other actions described in paragraphs 4(a)(x)(iii) and 4(a)(y). For the avoidance of doubt, any amounts charged by the Debtors to the Counterparties pursuant to the terms of this Stipulation for storage, maintenance

or other services shall (x) if performed or provided by parties other than Debtors, be the actual amounts invoiced to Lessee for such services without any added profit or other mark-up and (y) otherwise, be charged in accordance with the Lessee's standard rates charged to third parties for such services. All payments to the Debtors under this Stipulation shall be made by wire transfer in immediately available funds, without any set-off or counterclaim; and

(d) notwithstanding the termination of the Stipulation Period, the Agreements shall be deemed to continue in effect through the date that the Debtors return the Equipment to the Counterparties solely for the purpose of enabling Debtors to comply with their obligations under this decretal paragraph 4.

5. During the Stipulation Period, the performance by the Lessee of the terms and conditions set forth in this Stipulation shall satisfy any and all rights of the Counterparties to administrative expense status or priority in payment under any applicable provision of the Bankruptcy Code for any claims arising out of or related to the Stipulation Period based on the obligations (both monetary or performance based, or in each case lack thereof) of any Debtors in these chapter 11 cases, including pursuant to sections 361, 362, 363, 364, 365 or 503 of the Bankruptcy Code, or any similar provision under the Cape Town Convention on International Interests in Mobile Equipment and the Protocol thereto on Matters Specific to Aircraft Equipment, each as opened for signature on November 16, 2001, that arise out of or relate to the Equipment.

6. Following any breach of this Stipulation by the Debtors, the Counterparties may (in addition to their rights pursuant to Section 3(e)(ii)) assert an administrative expense claim against the Debtors, as permitted under the Bankruptcy Code, for any actual damages resulting from such breach. Except in the case of a breach of Debtors' obligations under decretal

paragraphs 3(a) or 3(b) of this Stipulation, as to which Debtors shall not have any notice or cure period for purposes of this paragraph 6, to the extent that the Counterparties assert that the Debtors have breached their obligations under any other provision of this Stipulation (the “**Specified Obligations**”), (i) if the Counterparties have actual knowledge of such breach, the Counterparties shall provide the Debtors prompt written notice thereof, (ii) Debtors shall have 30 days to remedy such breach and (iii) if such breach is remedied within such 30-day period, then the Counterparties shall not assert or otherwise be entitled to any administrative expense or priority in payment with respect to a breach of the applicable Specified Obligations. Nothing contained herein shall be deemed to require a Counterparty to provide Debtors with notice of a breach of any of the Specified Obligations if the Counterparty is not actually aware of such breach. In addition, notwithstanding anything herein to the contrary, the Counterparties have and may assert (subject to allowance of the amount of the claim by the Court) each of the following against the Debtors solely as pre-petition (non-administrative priority status expense) claims: (x) any claim that (1) would have been entitled to administrative expense or priority in payment but for this Stipulation and (2) is not payable under this Stipulation, and, (y) any claims for the difference between the rent payments or other obligations payable or performable by the Debtors under the Agreements during the Stipulation Period as compared to the rent payments or other obligations payable or performable by the Debtors under the Agreements (as modified by this Stipulation) during the Stipulation Period. The Counterparties shall have until the later of (1) 30 days after the effective date of rejection of the Agreements or the abandonment of the Equipment and (2) any general claims bar date set by the Court to file a proof of claim for any pre-petition claims, including claims arising out of or relating to the rejection of the Agreements or the abandonment of the Equipment. The Counterparties may file an administrative claim on or

before any administrative claim bar date that is set by the Court. The Debtors and any representative of the Debtors' estates reserve all defenses, rights and remedies with respect to any claim (administrative or otherwise) asserted by any Counterparty.

7. The execution of this Stipulation is not an assumption or cure under any applicable provision of the Bankruptcy Code by the Debtors in respect of the Agreements between the Debtors, as applicable, and the Counterparties. The rights of the Debtors, as applicable, (i) to assume any Agreements under Bankruptcy Code section 365(b)(1), including, without limitation, ascertaining the cure amounts and other obligations required with respect to such assumptions, (ii) to reinstate any Agreement or otherwise leave any Counterparty unimpaired under Bankruptcy Code section 1124, or (iii) to provide the "indubitable equivalent" under Bankruptcy Code section 1129(b)(2)(A)(iii), shall, in each case, be based upon the Agreements (ignoring in their entirety any changes, revisions or modifications to the terms of the Agreements effected by this Stipulation). Debtors agree that they shall not include any Agreement, their rights under such Agreement, or any Equipment as collateral nor grant any lien on such Agreement, their rights under such Agreement or any Equipment under any debtor in possession financing without the prior written consent of the applicable Counterparty. In addition, any currently existing right of the Counterparties to seek adequate protection in the event that any motion could be anticipated to result in the diminution in the value of the Counterparties' Interests in Debtors' property or the Equipment, or to interpose objections to any sale by the Debtors of any property in which the Counterparties have an Interest, are hereby reserved and preserved, as are all of the Debtors' rights, remedies, defenses and objections with respect to any such matters.

8. Except as provided in this Stipulation, all rights of the Parties are hereby reserved and preserved. All rights of the Parties provided in this Stipulation shall survive the termination of the Stipulation.

9. This Stipulation shall be binding, *nunc pro tunc*, as of the Petition Date, upon (i) the Debtors and any trustee or examiner that may be appointed in these chapter 11 cases, and their respective successors and assigns, (ii) the Counterparties and their respective successors and assigns and (with respect to those Counterparties that are trusts or trustees) trust beneficiaries who so direct or authorize the trusts or trustee of the trusts to enter into this Stipulation, and (iii) the trustee in the event that any of the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code.

10. This Stipulation and the Agreements contain the entire agreement among the Parties with respect to the subject matter hereof, and may only be modified in writing, signed by the applicable Parties or their duly appointed agents. In the event of any conflict or inconsistency between any provision of any Agreement, on the one hand, and any provision of this Stipulation, on the other hand, the provisions of this Stipulation shall control.

11. This Stipulation may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. This Stipulation shall be effective immediately upon approval by the Court. The Court shall retain jurisdiction for purposes of resolving any issues arising out of or relating to this Stipulation.

SO ORDERED:

Dated: New York, New York
_____, 2020

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Stipulated and agreed to by:

Dated: New York, New York
_____, 2020

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated:

_____, 2020

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Security Trustee

By:_____

Name:

Title:

By:_____

Name:

Title:

Dated:

_____, 2020

EXPORT-IMPORT BANK OF THE UNITED
STATES

By:_____

Name:

Title:

By:_____

Name:

Title:

Dated:

_____, 2020

MEXICAN AIRCRAFT FINANCE IV, LLC, as
Lessor and Issuer

By:_____

Name:

Title:

By:_____

Name:

Title:

EXHIBIT A

Counterparties

1. Mexican Aircraft Finance IV, LLC, as Lessor and Issuer
2. J.P. Morgan Securities LLC and Citigroup Global Markets Inc., as Initial Purchasers
3. Wells Fargo Bank, National Association, as Indenture Trustee
4. Wilmington Trust Company, not in its individual capacity, but solely as Security Trustee
5. Export-Import Bank of the United States, as Guarantor
6. Deutsche Bank México S.A., Institución de Banca Múltiple, División Fiduciaria, as Trustee
7. Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance IV Purpose Trust, as Pledgor
8. Mexican Aircraft Finance IV, Ltd., as Lessor Parent

Equipment

1. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36703 and Mexican registration mark XA-AMB, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 962873 and 962921.
2. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36704 and Mexican registration mark XA-AMC, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 963974 and 963977.
3. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36708 and Mexican registration mark XA-AME, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 658131 and 657145.

Agreements

1. Participation Agreement dated as of June 11, 2013, among Aerovías de México, S.A. de C.V. as lessee, Mexican Aircraft Finance IV, LLC as lessor and issuer, Mexican Aircraft Finance IV, Ltd., as lessor parent, Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance IV Purpose Trust, as pledgor, JPMorgan Chase Bank, National Association, as a guaranteed lender and calculation agent, Citibank, N.A., as a guaranteed lender, Wells Fargo Bank, National Association, as indenture trustee, Grupo Aeroméxico, S.A.B. de C.V., as guarantor, Wilmington Trust Company, not in its individual capacity, except as expressly provided therein, but solely as security trustee and Export-Import Bank of the United States.
2. Lease Agreement dated as of June 11, 2013, between Mexican Aircraft Finance

- IV, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
3. Lease Supplement No. I dated June 14, 2013, between Mexican Aircraft Finance IV, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
 4. Lease Supplement No. II dated July 19, 2013, between Mexican Aircraft Finance IV, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
 5. Lease Supplement No. III dated August 6, 2013, between Mexican Aircraft Finance IV, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
 6. Indenture dated as of June 11, 2013, among Mexican Aircraft Finance IV, LLC, as issuer, JPMorgan Chase Bank, National Association, as a guaranteed lender and calculation agent, Citibank, N.A., as a guaranteed lender, Wells Fargo Bank, National Association, not in its individual capacity, except as expressly provided therein, but as indenture trustee and Export-Import Bank of the United States.
 7. Fixed Rate Global Note No. 1 dated July 30, 2013, among Mexican Aircraft Finance IV, LLC, Export-Import Bank of the United States, and Wells Fargo Bank, National Association, not in its individual capacity, but solely as indenture trustee.
 8. Note Purchase Agreement dated July 23, 2013, among Mexican Aircraft Finance IV, LLC, Aerovías de México, S.A. de C.V., J.P. Morgan Securities LLC, and Citigroup Global Markets Inc.
 9. Guarantee Agreement dated as of June 11, 2013, between Wells Fargo Bank, National Association, as indenture trustee and Export-Import Bank of the United States.
 10. Any and all other operative documents relating to the Aircraft, including, without limitation, all lease agreements, loan agreements, funding agreements, indentures, all parties agreements, participation agreements, security agreements, intercreditor agreements, guarantee agreements and indemnity agreements, as applicable, and any amendments, supplements, side letters, novations or assignments pertaining to any of the foregoing.

EXHIBIT B

Term Sheet

<p>1. Interest Rent Payments</p>	<p>As of and from the Petition Date until the termination of the Stipulation Period (as defined in the Stipulation), Lessee shall pay to the Security Trustee (on behalf of Lessor) on each Basic Rent Payment Date (as defined in the Lease) during such period, the amount of [REDACTED] payable on such Basic Rent Payment Date, which [REDACTED] is to be calculated [REDACTED] (which Interest Rent Payments shall be paid [REDACTED]). Lessee shall commence the payments of the Interest Rent Payments on the first Basic Rent Payment Date (as defined in the Lease) following the date of approval of the Stipulation by the Bankruptcy Court (the “<u>Court Approval</u>”), <i>provided</i> that all Interest Rent Payments payable on each [REDACTED] shall be paid by Lessee [REDACTED];</p> <p><i>provided further</i> that, in any case, [REDACTED].</p> <p>All Interest Rent Payments (including [REDACTED]) shall be subject to receipt by the Lessee from the Counterparties of an invoice and a calculation in reasonable detail in respect of such payment no later than three (3) Business Days prior to the corresponding due date.</p>
<p>2. [REDACTED] Payment</p>	<p>i. The [REDACTED] rate for each relevant component of Equipment shall be the rate set forth in the table on Schedule 1 hereto under the column designated for such component opposite the corresponding equipment type (the “[REDACTED] Rate”).</p> <p>ii. For each component of Equipment [REDACTED], the Lessee shall, in accordance with paragraph 2(iii) below, pay to the Security Trustee (on behalf of the Lessor) an amount (the “[REDACTED] Payment”) equal to the [REDACTED] Rate corresponding to such component, multiplied by the [REDACTED]; <i>provided</i> that for purposes of this calculation:</p> <p>a. subject to clause (b) below, [REDACTED]; and</p> <p>b. notwithstanding clause (a) above, [REDACTED].</p>

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	<p>iii. If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) on the latest of: (x) [REDACTED], (y) [REDACTED] and (z) three (3) Business Days after the Lessee receives the Counterparties' invoice for the [REDACTED] Payment; <i>provided</i> that, in any case, the outstanding [REDACTED] Payment not theretofore paid by the Debtors shall be due and payable upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree). If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree); <i>provided</i>, for the avoidance of doubt, that if [REDACTED], the [REDACTED] Payment shall be made at [REDACTED]. If [REDACTED], the Lessee will make the [REDACTED] Payment upon [REDACTED]. In any such case, the Counterparties shall have the right to assert an administrative expense claim against the Debtors as permitted under the Bankruptcy Code in respect of the [REDACTED] Payment due and payable in accordance with the terms hereof. The [REDACTED] Payment shall be entitled to administrative priority as an "actual, necessary cost" of preserving the estates pursuant to section 503(b)(1) of the Bankruptcy Code.</p> <p>iv. In the event that the Debtors assume the Agreements, whether in their original form or amended, or enter into a new lease agreement with the Counterparties, the [REDACTED] Payment while [REDACTED] will be accounted for purposes of [REDACTED] in the relevant agreement and/or under terms as set forth in an agreement mutually agreed upon by the parties.</p>
3. Utilization Statement	<p>As soon as available and in any event within fifteen (15) days after the end of each calendar month during the Stipulation Period, the Lessee shall deliver a statement to the Security Trustee specifying the utilization of each relevant component of the Equipment during such calendar month, substantially in the form of Schedule 2 hereto (the "<u>Utilization Statement</u>"); <i>provided</i> that the Utilization Statements for July 2020, August 2020 and September 2020 shall be delivered no later than October 25, 2020.</p>
4. Payment Account	<p>All amounts due hereunder from the Lessee shall be paid</p>

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	to such account of the Security Trustee as the Security Trustee may provide in writing to the Lessee and shall be applied in accordance with the distribution and waterfall provisions of the applicable Agreements.
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Schedule 1 to Exhibit B

[REDACTED] Rates

[REDACTED] Rates	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USD Per:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
737-800W	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
787-8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Exhibit C

Certain Definitions

“Excluded Maintenance” means [REDACTED]. For avoidance of doubt, [REDACTED] shall not be deemed Excluded Maintenance.

“Excluded Obligations” means (i) Excluded Maintenance, (ii) Excluded Return Obligations, (iii) [REDACTED]. For the avoidance of doubt, no commitment is being made as part of the Stipulation to cure or remedy any outstanding defaults or events of default that may exist under any Agreement prior to the effectiveness of the Stipulation, but Debtors shall be obligated to [REDACTED].

“Excluded Return Obligations” means [REDACTED], but notwithstanding the foregoing the Debtors shall comply with paragraph 4 of the Stipulation with respect to such Equipment.

EXHIBIT D

Technical Records

1. The Lessee will:
 - (i) [REDACTED];
 - (ii) [REDACTED]; and
 - (iii) [REDACTED].
2. If [REDACTED], the Lessee will [REDACTED].

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Joshua Y. Sturm
Thomas S. Green

*Proposed Counsel to the Debtors
and Debtors in Possession*

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

In re:

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

Debtors.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**STIPULATION AND ORDER BETWEEN CERTAIN DEBTORS AND
COUNTERPARTIES CONCERNING CERTAIN EQUIPMENT**

This Stipulation (this “**Stipulation**”) is entered into on the date hereof by and among Aerovías de México, S.A. de C.V. (the “**Lessee**”) and each of the parties set forth in Exhibit A hereto (the “**Counterparties**,” and the Counterparties together with the Lessee, the “**Parties**”) with respect to the agreements (collectively, the “**Agreements**” and, each an “**Agreement**”) and the equipment (the “**Equipment**”), in each case, listed on Exhibit A hereto.

¹ The Debtors in these cases, along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; 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.

Recitals

A. On June 30, 2020 (the “**Petition Date**”), the Lessee and certain of its affiliates as debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (as amended or modified, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). 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. No trustee or examiner has been appointed in these cases. On July 13, 2020, the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors. The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”).

B. The Debtors and the Counterparties have engaged in extensive good faith negotiations in an effort to assist the Debtors in their efforts to rationalize the fleet while (i) minimizing the administrative costs and burdens associated with the Equipment and (ii) protecting the respective Counterparties’ rights and interests (collectively, the “**Interests**” and each, an “**Interest**”) in the Equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, stipulate and agree as follows:

1. (a) This Stipulation is effective for the period from July 1, 2020 through the earliest to occur of (i) the date the Equipment is made available for return to the Counterparties as contemplated pursuant to decretal paragraph 4(a)(x) hereof, (ii) with respect to any Agreement

subject to assumption under section 365 of the Bankruptcy Code, the date of the entry of an order of the Court approving the assumption of such Agreement, (iii) the effective date of a plan of reorganization for the Debtors that has been confirmed by the Court, (iv) the date of an order converting the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, (v) the date that Aerovías de México, S.A. de C.V. and/or, if different, the Lessee announce(s) that it has permanently discontinued all scheduled passenger service, (vi) the date of substantial consummation of a sale of all or substantially all assets of the Debtors, (vii) the date the Assignee (as defined in the Collateral Assignment to be entered into between Aerovías de México, S.A. de C.V. and UMB Bank National Association (the "**Collateral Assignment**") in connection with the Super Priority Loan Agreement approved by the Bankruptcy Court by final order entered on October 13, 2020) exercises Assigned Rights (as defined in the Collateral Assignment) (the "**Assigned Rights**") and (viii) such other date as the Counterparties and the Debtors may agree in writing with respect to the Equipment (such period of effectiveness, the "**Stipulation Period**").

(b) Upon the termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment, the Debtors shall (i) return the Equipment to the Counterparties in accordance with the procedures set forth in decretal paragraphs 3(d), 3(e) and 4 hereof and (ii) comply with the provisions of decretal paragraphs 3(a) through 3(c) hereof until the earlier of (x) the date of such return and (y) the thirtieth (30th) day after the date the Stipulation Period terminates (or for such longer period as may be agreed to by the Debtors and the Counterparties).

2. The Debtors represent and warrant that as of the date of the execution of this Stipulation and at the time the Agreements were entered into by and between the relevant

Debtors and Counterparties, the Debtors did not hold an air carrier operating certificate issued pursuant to chapter 447 of title 49, United States Code and, accordingly for that reason, section 1110 of the Bankruptcy Code is not applicable to the Equipment.

3. During the Stipulation Period:

(a) while the Equipment is stored in accordance with Lessee's maintenance and storage program approved by the applicable aviation authority and based on the recommendations of the manufacturer of such item of Equipment (the "**Storage Program**"), the Lessee shall:

(i) at Lessee's expense, maintain and store the Equipment under such Storage Program; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the applicable Agreement(s);

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty, *provided* that such inspection shall not unreasonably interfere with the operations of the Lessee and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Section 1

of Exhibit B hereto;

(b) while the Equipment is not stored in accordance with the Storage Program, the Lessee shall:

(i) at Lessee's expense, operate and maintain the Equipment pursuant to the maintenance, possession, and use covenants of the Agreements; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment; provided further that the Lessee shall not operate any Equipment that would have been eligible as of the Petition Date, or the date hereof, for the issuance of a special ferry flight permit for a return flight (as contemplated under decretal paragraph 4(a) hereof) in a manner that would cause such Equipment to possess insufficient flight hours and/or flight cycles remaining for safe and permissible operation of the Equipment from where located to such return location;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the Agreements;

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty; *provided* that any such inspection does not unreasonably interfere with the operation or maintenance of the Equipment or the Lessee's operations generally and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Sections 1

and 2 of Exhibit B hereto;

(c) except for the Excluded Obligations (as defined in Exhibit C hereto) and as otherwise set forth in this Stipulation, the Debtors and the Counterparties shall comply with all other provisions of the applicable Agreements insofar as they relate to the Stipulation Period;

(d) the relevant Debtors may, subject to any requirement by the Court that a further order or notice is necessary, at any time upon 15 days' notice to the Counterparties, reject an Agreement to which such Debtors are a party or abandon the Equipment and return the Equipment in accordance with the procedures set forth in decretal paragraph 4 hereof. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors may seek authorization to reject or abandon any of the Equipment and the Agreements corresponding to such Equipment to which such Debtors are a party on an aircraft by aircraft basis (*i.e.*, an individual airframe with its associated engines), but shall not be permitted to reject or abandon only a portion of an aircraft (*e.g.* an airframe but not its associated engines) or some but not all of the Agreements to which such Debtors are a party to the extent such Agreements relate to the same Equipment, and this Stipulation shall remain in full force and effect as to any remaining Equipment that are not subject to any rejected Agreement; and

(e) the Counterparties may notify the Debtors of the Counterparties' desire to terminate the Stipulation Period as to any Agreement and the Equipment related thereto (i) at any time following the 10-month anniversary of the date on which the Court enters this Stipulation, upon 60 days' prior written notice to the Debtors, or (ii) in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation which is continuing for more than five (5) Business Days or under decretal paragraph 3(c) of this Stipulation which is continuing beyond the applicable grace period specified in the applicable Agreement, and in any

such case the Debtors shall return the Equipment in accordance with procedures set forth in decretal paragraph 4 hereof.

4. Upon termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment:

(a) (x) the Debtors shall cooperate with the relevant Counterparty on completing an orderly redelivery process by:

(i) making the Equipment (together with (1) the original engines listed on Exhibit A hereto, which shall be installed on the airframe (unless any such engine is not in an airworthy condition or is subject to a possessory lien relating to the pre-petition period and remains in the custody of the party holding such lien or a post-petition lien permitted under Exhibit C), (2) any other items constituting the Equipment under the Agreement that were installed thereon during the last regularly scheduled flight (*it being understood* that Lessee shall not intentionally discriminate by replacing an APU or landing gear with a lesser value part in anticipation of redelivery), and (3) any quick engine change (QEC) kit that was delivered to the Lessee together with the Equipment (which QEC may be returned either installed on the airframe or, if a particular engine is off-wing, in parts)) available to the applicable Counterparty at its or their then-current location and in its or their then “as is, where is” condition;

(ii) providing reasonable access to any electronically accessible records relating to the Equipment and permitting the downloading and copying thereof, including access to the digital aircraft records repository Stream;

(iii) upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, cooperating in taking all actions (including filings) and signing and providing all documents reasonably required by the Counterparties with regard to the deregistration and export from the current state of registration or country of previous importation (in each case, to the extent applicable);

(iv) preparing and signing a non-incident statement; and

(v) preparing and delivering all technical records, documents, reports and statements relating to the Equipment that are in the Debtors' possession or control (the "**Technical Records**"), in their then "as is, where is" condition, without certification or signature and without performing any independent verification or audit thereof, except that the Lessee will certify or sign any such Technical Record that, in its reasonable judgment, does not require Lessee to perform more than *de minimis* additional verification or audit and otherwise as more particularly described in Exhibit D; and

(y) the Debtors shall, upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, in a commercially reasonable manner:

(i) deliver the Equipment, the Technical Records and all other items listed in clause (a)(x)(i) above, as applicable, from its or their then current location to a location in the contiguous United States advised by such Counterparty and reasonably acceptable to the Debtors via a ferry flight (the timing, manner and scheduling of such ferry flight and/or shipment to be subject to a commercial reasonableness standard, taking into account Debtors' operational and commercial limitations as to timing and manner of redelivery), *provided that*, absent gross negligence or willful misconduct of the Debtors,

the Debtors shall incur no liability as a result of complying with their obligations under this paragraph 4(a)(y)(i);

(ii) use its commercially reasonable efforts to cooperate with such Counterparty on locating any technical records and documents relating to the Equipment that such Counterparty identifies as missing or otherwise not made available at the time of the return; and

(iii) cooperate with the Counterparties in order to assign any remaining assignable manufacturer warranties and warranty claims, or the benefit thereof, to the owner of the related Equipment;

(b) the automatic stay provided under section 362 of the Bankruptcy Code shall be and hereby is modified to (i) allow the Debtors and the Counterparties to effectuate the provisions of this Stipulation and (ii) transfer, move, deregister, dispose of or effect title transfer of such Equipment, as applicable. The Counterparties agree that they shall not assert any claims against the Debtors in any court other than this Court, except as authorized by this Court;

(c) the Counterparties shall, within ten (10) Business Days (as such term is defined in the Agreements) of receipt of the Debtors' summary of charges therefor, reimburse the Debtors for their actual and reasonable costs and expenses of (i) storing, insuring and maintaining the Equipment beginning on the fifteenth day after the date that the Stipulation Period terminates through the date that the Equipment is returned to the Counterparties (provided that the delay past such fifteenth day is not caused by commercially unreasonable delays of the Debtors) and (ii) performing any other services or taking any other actions described in paragraphs 4(a)(x)(iii) and 4(a)(y). For the avoidance of doubt, any amounts charged by the Debtors to the Counterparties pursuant to the terms of this Stipulation for storage, maintenance

or other services shall (x) if performed or provided by parties other than Debtors, be the actual amounts invoiced to Lessee for such services without any added profit or other mark-up and (y) otherwise, be charged in accordance with the Lessee's standard rates charged to third parties for such services. All payments to the Debtors under this Stipulation shall be made by wire transfer in immediately available funds, without any set-off or counterclaim; and

(d) notwithstanding the termination of the Stipulation Period, the Agreements shall be deemed to continue in effect through the date that the Debtors return the Equipment to the Counterparties solely for the purpose of enabling Debtors to comply with their obligations under this decretal paragraph 4.

5. During the Stipulation Period, the performance by the Lessee of the terms and conditions set forth in this Stipulation shall satisfy any and all rights of the Counterparties to administrative expense status or priority in payment under any applicable provision of the Bankruptcy Code for any claims arising out of or related to the Stipulation Period based on the obligations (both monetary or performance based, or in each case lack thereof) of any Debtors in these chapter 11 cases, including pursuant to sections 361, 362, 363, 364, 365 or 503 of the Bankruptcy Code, or any similar provision under the Cape Town Convention on International Interests in Mobile Equipment and the Protocol thereto on Matters Specific to Aircraft Equipment, each as opened for signature on November 16, 2001, that arise out of or relate to the Equipment.

6. Following any breach of this Stipulation by the Debtors, the Counterparties may (in addition to their rights pursuant to Section 3(e)(ii)) assert an administrative expense claim against the Debtors, as permitted under the Bankruptcy Code, for any actual damages resulting from such breach. Except in the case of a breach of Debtors' obligations under decretal

paragraphs 3(a) or 3(b) of this Stipulation, as to which Debtors shall not have any notice or cure period for purposes of this paragraph 6, to the extent that the Counterparties assert that the Debtors have breached their obligations under any other provision of this Stipulation (the “**Specified Obligations**”), (i) if the Counterparties have actual knowledge of such breach, the Counterparties shall provide the Debtors prompt written notice thereof, (ii) Debtors shall have 30 days to remedy such breach and (iii) if such breach is remedied within such 30-day period, then the Counterparties shall not assert or otherwise be entitled to any administrative expense or priority in payment with respect to a breach of the applicable Specified Obligations. Nothing contained herein shall be deemed to require a Counterparty to provide Debtors with notice of a breach of any of the Specified Obligations if the Counterparty is not actually aware of such breach. In addition, notwithstanding anything herein to the contrary, the Counterparties have and may assert (subject to allowance of the amount of the claim by the Court) each of the following against the Debtors solely as pre-petition (non-administrative priority status expense) claims: (x) any claim that (1) would have been entitled to administrative expense or priority in payment but for this Stipulation and (2) is not payable under this Stipulation, and, (y) any claims for the difference between the rent payments or other obligations payable or performable by the Debtors under the Agreements during the Stipulation Period as compared to the rent payments or other obligations payable or performable by the Debtors under the Agreements (as modified by this Stipulation) during the Stipulation Period. The Counterparties shall have until the later of (1) 30 days after the effective date of rejection of the Agreements or the abandonment of the Equipment and (2) any general claims bar date set by the Court to file a proof of claim for any pre-petition claims, including claims arising out of or relating to the rejection of the Agreements or the abandonment of the Equipment. The Counterparties may file an administrative claim on or

before any administrative claim bar date that is set by the Court. The Debtors and any representative of the Debtors' estates reserve all defenses, rights and remedies with respect to any claim (administrative or otherwise) asserted by any Counterparty.

7. The execution of this Stipulation is not an assumption or cure under any applicable provision of the Bankruptcy Code by the Debtors in respect of the Agreements between the Debtors, as applicable, and the Counterparties. The rights of the Debtors, as applicable, (i) to assume any Agreements under Bankruptcy Code section 365(b)(1), including, without limitation, ascertaining the cure amounts and other obligations required with respect to such assumptions, (ii) to reinstate any Agreement or otherwise leave any Counterparty unimpaired under Bankruptcy Code section 1124, or (iii) to provide the "indubitable equivalent" under Bankruptcy Code section 1129(b)(2)(A)(iii), shall, in each case, be based upon the Agreements (ignoring in their entirety any changes, revisions or modifications to the terms of the Agreements effected by this Stipulation). Debtors agree that they shall not include any Agreement, their rights under such Agreement, or any Equipment as collateral nor grant any lien on such Agreement, their rights under such Agreement or any Equipment under any debtor in possession financing without the prior written consent of the applicable Counterparty. In addition, any currently existing right of the Counterparties to seek adequate protection in the event that any motion could be anticipated to result in the diminution in the value of the Counterparties' Interests in Debtors' property or the Equipment, or to interpose objections to any sale by the Debtors of any property in which the Counterparties have an Interest, are hereby reserved and preserved, as are all of the Debtors' rights, remedies, defenses and objections with respect to any such matters.

8. Except as provided in this Stipulation, all rights of the Parties are hereby reserved and preserved. All rights of the Parties provided in this Stipulation shall survive the termination of the Stipulation.

9. This Stipulation shall be binding, *nunc pro tunc*, as of the Petition Date, upon (i) the Debtors and any trustee or examiner that may be appointed in these chapter 11 cases, and their respective successors and assigns, (ii) the Counterparties and their respective successors and assigns and (with respect to those Counterparties that are trusts or trustees) trust beneficiaries who so direct or authorize the trusts or trustee of the trusts to enter into this Stipulation, and (iii) the trustee in the event that any of the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code.

10. This Stipulation and the Agreements contain the entire agreement among the Parties with respect to the subject matter hereof, and may only be modified in writing, signed by the applicable Parties or their duly appointed agents. In the event of any conflict or inconsistency between any provision of any Agreement, on the one hand, and any provision of this Stipulation, on the other hand, the provisions of this Stipulation shall control.

11. This Stipulation may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. This Stipulation shall be effective immediately upon approval by the Court. The Court shall retain jurisdiction for purposes of resolving any issues arising out of or relating to this Stipulation.

SO ORDERED:

Dated: New York, New York
_____, 2020

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Stipulated and agreed to by:

Dated: New York, New York
_____, 2020

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated:

_____, 2020

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Security Trustee

By:_____

Name:

Title:

By:_____

Name:

Title:

Dated:

_____, 2020

EXPORT-IMPORT BANK OF THE UNITED
STATES

By:_____

Name:

Title:

By:_____

Name:

Title:

Dated:

_____, 2020

MEXICAN AIRCRAFT FINANCE V, LLC, as
Lessor and Issuer

By:_____

Name:

Title:

By:_____

Name:

Title:

EXHIBIT A

Counterparties

1. Mexican Aircraft Finance V, LLC, as Lessor and Issuer
2. J.P. Morgan Securities LLC and HSBC Securities (USA) Inc., as Initial Purchasers
3. Wells Fargo Bank, National Association, not in its individual capacity, but solely as Indenture Trustee
4. Wilmington Trust Company, not in its individual capacity, but solely as Security Trustee
5. Export-Import Bank of the United States, as Guarantor
6. Deutsche Bank México S.A., Institución de Banca Múltiple, División Fiduciaria, as Trustee
7. Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance V Purpose Trust, as Pledgor
8. Mexican Aircraft Finance V, Ltd., as Lessor Parent

Equipment

1. One (1) Boeing model 787-8 aircraft bearing manufacturer's serial number 36843 and Mexican registration mark XA-AMX, together with two (2) General Electric Model GENx engines respectively bearing manufacturer's serial numbers 956448 and 956449.
2. One (1) Boeing model 787-8 aircraft bearing manufacturer's serial number 36844 and Mexican registration mark XA-AMR, together with two (2) General Electric Model GENx engines respectively bearing manufacturer's serial numbers 956473 and 956475.

Agreements

1. Participation Agreement dated as of December 18, 2014, among Aerovías de México, S.A. de C.V., as lessee, Mexican Aircraft Finance V, LLC as lessor and issuer, Mexican Aircraft Finance V, Ltd., as lessor parent, Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance V Purpose Trust, as pledgor, JPMorgan Chase Bank, National Association, as a guaranteed lender and calculation agent, HSBC Bank USA, N.A., as a guaranteed lender, Wells Fargo Bank, National Association, as indenture trustee, Grupo Aeroméxico, S.A.B. de C.V. and Aerolitoral, S.A. de C.V., as guarantors, Wilmington Trust Company, not in its individual capacity, except as expressly provided therein, but solely as security trustee and Export-Import Bank of the United States.
2. Lease Agreement dated as of December 18, 2014, between Mexican Aircraft Finance V, LLC, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
3. Lease Supplement No. I dated December 19, 2014, between Mexican Aircraft

- Finance V, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
4. Lease Supplement No. II dated February 9, 2015, between Mexican Aircraft Finance V, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
5. Indenture dated as of December 18, 2014, between Mexican Aircraft Finance V, LLC, as issuer, JPMorgan Chase Bank, National Association, as guaranteed lender, HSBC Bank USA, N.A., as guaranteed lender, J.P. Morgan Securities LLC and HSBC Securities (USA) Inc., as initial purchasers, Wells Fargo Bank, National Association, not in its individual capacity, but solely as indenture trustee, Wilmington Trust Company, not in its individual capacity, but solely as Security Trustee, and Export-Import Bank of the United States.
6. Fixed Rate Global Note No. 1 dated March 3, 2015, among Mexican Aircraft Finance V, LLC, Export-Import Bank of the United States, and Wells Fargo Bank, National Association, not in its individual capacity, but solely as indenture trustee.
7. Note Purchase Agreement dated February 24, 2015, among Mexican Aircraft Finance V, LLC, Aerovías de México, S.A. de C.V., J.P. Morgan Securities LLC, and HSBC Securities (USA) Inc.
8. Guarantee Agreement dated as of December 18, 2014, between Wells Fargo Bank, National Association, as indenture trustee and Export-Import Bank of the United States.
9. Any and all other operative documents relating to the Aircraft, including, without limitation, all lease agreements, loan agreements, funding agreements, indentures, all parties agreements, participation agreements, security agreements, intercreditor agreements, guarantee agreements and indemnity agreements, as applicable, and any amendments, supplements, side letters, novations or assignments pertaining to any of the foregoing.

EXHIBIT B

Term Sheet

1. Interest Rent Payments	<p>As of and from the Petition Date until the termination of the Stipulation Period (as defined in the Stipulation), Lessee shall pay to the Security Trustee (on behalf of Lessor) on each Basic Rent Payment Date (as defined in the Lease) during such period, the amount of [REDACTED] payable on such Basic Rent Payment Date, which [REDACTED] is to be calculated [REDACTED] (which Interest Rent Payments shall be paid [REDACTED]). Lessee shall commence the payments of the Interest Rent Payments on the first Basic Rent Payment Date (as defined in the Lease) following the date of approval of the Stipulation by the Bankruptcy Court (the “<u>Court Approval</u>”), <i>provided</i> that all Interest Rent Payments payable on each [REDACTED] shall be paid by Lessee [REDACTED];</p> <p><i>provided further</i> that, in any case, [REDACTED].</p> <p>All Interest Rent Payments (including [REDACTED]) shall be subject to receipt by the Lessee from the Counterparties of an invoice and a calculation in reasonable detail in respect of such payment no later than three (3) Business Days prior to the corresponding due date.</p>
2. [REDACTED] Payment	<p>i. The [REDACTED] rate for each relevant component of Equipment shall be the rate set forth in the table on Schedule 1 hereto under the column designated for such component opposite the corresponding equipment type (the “[REDACTED] Rate”).</p> <p>ii. For each component of Equipment [REDACTED], the Lessee shall, in accordance with paragraph 2(iii) below, pay to the Security Trustee (on behalf of the Lessor) an amount (the “[REDACTED] Payment”) equal to the [REDACTED] Rate corresponding to such component, multiplied by the [REDACTED]; <i>provided</i> that for purposes of this calculation:</p> <p>a. subject to clause (b) below, [REDACTED]; and</p> <p>b. notwithstanding clause (a) above, [REDACTED].</p>

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	<p>iii. If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) on the latest of: (x) [REDACTED], (y) [REDACTED] and (z) three (3) Business Days after the Lessee receives the Counterparties' invoice for the [REDACTED] Payment; <i>provided</i> that, in any case, the outstanding [REDACTED] Payment not theretofore paid by the Debtors shall be due and payable upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree). If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree); <i>provided</i>, for the avoidance of doubt, that if [REDACTED], the [REDACTED] Payment shall be made at [REDACTED]. If [REDACTED], the Lessee will make the [REDACTED] Payment upon [REDACTED]. In any such case, the Counterparties shall have the right to assert an administrative expense claim against the Debtors as permitted under the Bankruptcy Code in respect of the [REDACTED] Payment due and payable in accordance with the terms hereof. The [REDACTED] Payment shall be entitled to administrative priority as an "actual, necessary cost" of preserving the estates pursuant to section 503(b)(1) of the Bankruptcy Code.</p> <p>iv. In the event that the Debtors assume the Agreements, whether in their original form or amended, or enter into a new lease agreement with the Counterparties, the [REDACTED] Payment while [REDACTED] will be accounted for purposes of [REDACTED] in the relevant agreement and/or under terms as set forth in an agreement mutually agreed upon by the parties.</p>
3. Utilization Statement	<p>As soon as available and in any event within fifteen (15) days after the end of each calendar month during the Stipulation Period, the Lessee shall deliver a statement to the Security Trustee specifying the utilization of each relevant component of the Equipment during such calendar month, substantially in the form of Schedule 2 hereto (the "<u>Utilization Statement</u>"); <i>provided</i> that the Utilization Statements for July 2020, August 2020 and September 2020 shall be delivered no later than October 25, 2020.</p>
4. Payment Account	<p>All amounts due hereunder from the Lessee shall be paid</p>

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	to such account of the Security Trustee as the Security Trustee may provide in writing to the Lessee and shall be applied in accordance with the distribution and waterfall provisions of the applicable Agreements.
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Schedule 1 to Exhibit B

[REDACTED] Rates

[REDACTED] Rates	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USD Per:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
737-800W	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
787-8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Exhibit C

Certain Definitions

“Excluded Maintenance” means [REDACTED]. For avoidance of doubt, [REDACTED] shall not be deemed Excluded Maintenance.

“Excluded Obligations” means (i) Excluded Maintenance, (ii) Excluded Return Obligations, (iii) [REDACTED]. For the avoidance of doubt, no commitment is being made as part of the Stipulation to cure or remedy any outstanding defaults or events of default that may exist under any Agreement prior to the effectiveness of the Stipulation, but Debtors shall be obligated to [REDACTED].

“Excluded Return Obligations” means [REDACTED], but notwithstanding the foregoing the Debtors shall comply with paragraph 4 of the Stipulation with respect to such Equipment.

EXHIBIT D

Technical Records

1. The Lessee will:
 - (i) [REDACTED];
 - (ii) [REDACTED]; and
 - (iii) [REDACTED].
2. If [REDACTED], the Lessee will [REDACTED].

Exhibit C

Redlines

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Timothy Graulich
Joshua Y. Sturm
Thomas S. Green

*Proposed Counsel to the Debtors
and Debtors in Possession*

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

In re:

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

Debtors.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**STIPULATION AND ORDER BETWEEN CERTAIN DEBTORS AND
COUNTERPARTIES CONCERNING CERTAIN EQUIPMENT**

¹ The Debtors in these cases, along with each Debtor's registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; 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.

This Stipulation (this “**Stipulation**”) is entered into on the date hereof by and among Aerovías de México, S.A. de C.V. (the “**Lessee**”) and each of the parties set forth in Exhibit A hereto (the “**Counterparties**,” and the Counterparties together with the Lessee, the “**Parties**”) with respect to the agreements (collectively, the “**Agreements**” and, each an “**Agreement**”) and the equipment (the “**Equipment**”), in each case, listed on Exhibit A hereto.

Recitals

A. On June 30, 2020 (the “**Petition Date**”), the Lessee and certain of its affiliates as debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (as amended or modified, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). 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. No trustee or examiner has been appointed in these cases. On July 13, 2020, the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors. The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”).

B. The Debtors and the Counterparties have engaged in extensive good faith negotiations in an effort to assist the Debtors in their efforts to rationalize the fleet while (i) minimizing the administrative costs and burdens associated with the Equipment and (ii) protecting the respective Counterparties’ rights and interests (collectively, the “**Interests**” and each, an “**Interest**”) in the Equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, stipulate and agree as follows:

1. (a) This Stipulation is effective for the period from July 1, 2020 through the earliest to occur of (i) the date the Equipment is made available for return to the Counterparties as contemplated pursuant to decretal paragraph 4(a)(x) hereof, (ii) with respect to any Agreement subject to assumption under section 365 of the Bankruptcy Code, the date of the entry of an order of the Court approving the assumption of such Agreement, (iii) the effective date of a plan of reorganization for the Debtors that has been confirmed by the Court, (iv) the date of an order converting the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, (v) the date that Aerovías de México, S.A. de C.V. and/or, if different, the Lessee announce(s) that it has permanently discontinued all scheduled passenger service, (vi) the date of substantial consummation of a sale of all or substantially all assets of the Debtors, (vii) the date the Assignee (as defined in the Collateral Assignment to be entered into between Aerovías de México, S.A. de C.V. and UMB Bank National Association (the "**Collateral Assignment**") in connection with the Super Priority Loan Agreement approved by the Bankruptcy Court by final order entered on October 13, 2020) exercises Assigned Rights (as defined in the Collateral Assignment) (the "**Assigned Rights**") and (viii) such other date as the Counterparties and the Debtors may agree in writing with respect to the Equipment (such period of effectiveness, the "**Stipulation Period**").

(b) Upon the termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment, the Debtors shall (i) return the Equipment to the Counterparties in accordance with the procedures set forth in decretal paragraphs 3(d), 3(e) and 4 hereof and (ii)

comply with the provisions of decretal paragraphs 3(a) through 3(c) hereof until the earlier of (x) the date of such return and (y) the thirtieth (30th) day after the date the Stipulation Period terminates (or for such longer period as may be agreed to by the Debtors and the Counterparties).

2. The Debtors represent and warrant that as of the date of the execution of this Stipulation and at the time the Agreements were entered into by and between the relevant Debtors and Counterparties, the Debtors did not hold an air carrier operating certificate issued pursuant to chapter 447 of title 49, United States Code and, accordingly for that reason, section 1110 of the Bankruptcy Code is not applicable to the Equipment.

3. During the Stipulation Period:

(a) while the Equipment is stored in accordance with Lessee's maintenance and storage program approved by the applicable aviation authority and based on the recommendations of the manufacturer of such item of Equipment (the "**Storage Program**"), the Lessee shall:

(i) at Lessee's expense, maintain and store the Equipment under such Storage Program; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the applicable Agreement(s);

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty, *provided* that such inspection shall not unreasonably interfere with the operations of the Lessee and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature

contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Section 1 of Exhibit B hereto;

(b) while the Equipment is not stored in accordance with the Storage Program, the Lessee shall:

(i) at Lessee's expense, operate and maintain the Equipment pursuant to the maintenance, possession, and use covenants of the Agreements; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment; provided further that the Lessee shall not operate any Equipment that would have been eligible as of the Petition Date, or the date hereof, for the issuance of a special ferry flight permit for a return flight (as contemplated under decretal paragraph 4(a) hereof) in a manner that would cause such Equipment to possess insufficient flight hours and/or flight cycles remaining for safe and permissible operation of the Equipment from where located to such return location;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the Agreements;

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty; *provided* that any such inspection does not unreasonably interfere with the operation or maintenance of the Equipment or the Lessee's operations generally and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such

Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Sections 1 and 2 of Exhibit B hereto;

(c) except for the Excluded Obligations (as defined in Exhibit C hereto) and as otherwise set forth in this Stipulation, the Debtors and the Counterparties shall comply with all other provisions of the applicable Agreements insofar as they relate to the Stipulation Period;

(d) the relevant Debtors may, subject to any requirement by the Court that a further order or notice is necessary, at any time upon 15 days' notice to the Counterparties, reject an Agreement to which such Debtors are a party or abandon the Equipment and return the Equipment in accordance with the procedures set forth in decretal paragraph 4 hereof. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors may seek authorization to reject or abandon any of the Equipment and the Agreements corresponding to such Equipment to which such Debtors are a party on an aircraft by aircraft basis (*i.e.*, an individual airframe with its associated engines), but shall not be permitted to reject or abandon only a portion of an aircraft (*e.g.* an airframe but not its associated engines) or some but not all of the Agreements to which such Debtors are a party to the extent such Agreements relate to the same Equipment, and this Stipulation shall remain in full force and effect as to any remaining Equipment that are not subject to any rejected Agreement; and

(e) the Counterparties may notify the Debtors of the Counterparties' desire to terminate the Stipulation Period as to any Agreement and the Equipment related thereto (i) at any time following the 10-month anniversary of the date on which the Court enters this Stipulation, upon 60 days' prior written notice to the Debtors, or (ii) in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation which is continuing for more than five (5)

Business Days or under decretal paragraph 3(c) of this Stipulation which is continuing beyond the applicable grace period specified in the applicable Agreement, and in any such case the Debtors shall return the Equipment in accordance with procedures set forth in decretal paragraph 4 hereof.

4. Upon termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment:

(a) (x) the Debtors shall cooperate with the relevant Counterparty on completing an orderly redelivery process by:

(i) making the Equipment (together with (1) the original engines listed on Exhibit A hereto, which shall be installed on the airframe (unless any such engine is not in an airworthy condition or is subject to a possessory lien relating to the pre-petition period and remains in the custody of the party holding such lien or a post-petition lien permitted under Exhibit C), (2) any other items constituting the Equipment under the Agreement that were installed thereon during the last regularly scheduled flight (*it being understood* that Lessee shall not intentionally discriminate by replacing an APU or landing gear with a lesser value part in anticipation of redelivery), and (3) any quick engine change (QEC) kit that was delivered to the Lessee together with the Equipment (which QEC may be returned either installed on the airframe or, if a particular engine is off-wing, in parts)) available to the applicable Counterparty at its or their then-current location and in its or their then “as is, where is” condition;

(ii) providing reasonable access to any electronically accessible records relating to the Equipment and permitting the downloading and copying thereof, including access to the digital aircraft records repository Stream;

(iii) upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, cooperating in taking all actions (including filings) and signing and providing all documents reasonably required by the Counterparties with regard to the deregistration and export from the current state of registration or country of previous importation (in each case, to the extent applicable);

(iv) preparing and signing a non-incident statement; and

(v) preparing and delivering all technical records, documents, reports and statements relating to the Equipment that are in the Debtors' possession or control (the "**Technical Records**"), in their then "as is, where is" condition, without certification or signature and without performing any independent verification or audit thereof, except that the Lessee will certify or sign any such Technical Record that, in its reasonable judgment, does not require Lessee to perform more than *de minimis* additional verification or audit and otherwise as more particularly described in Exhibit D; and

(y) the Debtors shall, upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, in a commercially reasonable manner:

(i) deliver the Equipment, the Technical Records and all other items listed in clause (a)(x)(i) above, as applicable, from its or their then current location to a location in the contiguous United States advised by such Counterparty and reasonably acceptable to the Debtors via a ferry flight (the timing, manner and scheduling of such ferry flight and/or shipment to be subject to a commercial reasonableness standard, taking into account Debtors' operational and commercial limitations as to timing and manner of redelivery), *provided that*, absent gross negligence or willful misconduct of the Debtors, the Debtors

shall incur no liability as a result of complying with their obligations under this paragraph 4(a)(y)(i);

(ii) use its commercially reasonable efforts to cooperate with such Counterparty on locating any technical records and documents relating to the Equipment that such Counterparty identifies as missing or otherwise not made available at the time of the return; and

(iii) cooperate with the Counterparties in order to assign any remaining assignable manufacturer warranties and warranty claims, or the benefit thereof, to the owner of the related Equipment;

(b) the automatic stay provided under section 362 of the Bankruptcy Code shall be and hereby is modified to (i) allow the Debtors and the Counterparties to effectuate the provisions of this Stipulation and (ii) transfer, move, deregister, dispose of or effect title transfer of such Equipment, as applicable. The Counterparties agree that they shall not assert any claims against the Debtors in any court other than this Court, except as authorized by this Court;

(c) the Counterparties shall, within ten (10) Business Days (as such term is defined in the Agreements) of receipt of the Debtors' summary of charges therefor, reimburse the Debtors for their actual and reasonable costs and expenses of (i) storing, insuring and maintaining the Equipment beginning on the fifteenth day after the date that the Stipulation Period terminates through the date that the Equipment is returned to the Counterparties (provided that the delay past such fifteenth day is not caused by commercially unreasonable delays of the Debtors) and (ii) performing any other services or taking any other actions described in paragraphs 4(a)(x)(iii) and 4(a)(y). For the avoidance of doubt, any amounts charged by the Debtors to the Counterparties pursuant to the terms of this Stipulation for storage, maintenance or other services shall (x) if

performed or provided by parties other than Debtors, be the actual amounts invoiced to Lessee for such services without any added profit or other mark-up and (y) otherwise, be charged in accordance with the Lessee's standard rates charged to third parties for such services. All payments to the Debtors under this Stipulation shall be made by wire transfer in immediately available funds, without any set-off or counterclaim; and

(d) notwithstanding the termination of the Stipulation Period, the Agreements shall be deemed to continue in effect through the date that the Debtors return the Equipment to the Counterparties solely for the purpose of enabling Debtors to comply with their obligations under this decretal paragraph 4.

5. During the Stipulation Period, the performance by the Lessee of the terms and conditions set forth in this Stipulation shall satisfy any and all rights of the Counterparties to administrative expense status or priority in payment under any applicable provision of the Bankruptcy Code for any claims arising out of or related to the Stipulation Period based on the obligations (both monetary or performance based, or in each case lack thereof) of any Debtors in these chapter 11 cases, including pursuant to sections 361, 362, 363, 364, 365 or 503 of the Bankruptcy Code, or any similar provision under the Cape Town Convention on International Interests in Mobile Equipment and the Protocol thereto on Matters Specific to Aircraft Equipment, each as opened for signature on November 16, 2001, that arise out of or relate to the Equipment.

6. Following any breach of this Stipulation by the Debtors, the Counterparties may (in addition to their rights pursuant to Section 3(e)(ii)) assert an administrative expense claim against the Debtors, as permitted under the Bankruptcy Code, for any actual damages resulting from such breach. Except in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation, as to which Debtors shall not have any notice or cure period for purposes of

this paragraph 6, to the extent that the Counterparties assert that the Debtors have breached their obligations under any other provision of this Stipulation (the “**Specified Obligations**”), (i) if the Counterparties have actual knowledge of such breach, the Counterparties shall provide the Debtors prompt written notice thereof, (ii) Debtors shall have 30 days to remedy such breach and (iii) if such breach is remedied within such 30-day period, then the Counterparties shall not assert or otherwise be entitled to any administrative expense or priority in payment with respect to a breach of the applicable Specified Obligations. Nothing contained herein shall be deemed to require a Counterparty to provide Debtors with notice of a breach of any of the Specified Obligations if the Counterparty is not actually aware of such breach. In addition, notwithstanding anything herein to the contrary, the Counterparties have and may assert (subject to allowance of the amount of the claim by the Court) each of the following against the Debtors solely as pre-petition (non-administrative priority status expense) claims: (x) any claim that (1) would have been entitled to administrative expense or priority in payment but for this Stipulation and (2) is not payable under this Stipulation, and, (y) any claims for the difference between the rent payments or other obligations payable or performable by the Debtors under the Agreements during the Stipulation Period as compared to the rent payments or other obligations payable or performable by the Debtors under the Agreements (as modified by this Stipulation) during the Stipulation Period. The Counterparties shall have until the later of (1) 30 days after the effective date of rejection of the Agreements or the abandonment of the Equipment and (2) any general claims bar date set by the Court to file a proof of claim for any pre-petition claims, including claims arising out of or relating to the rejection of the Agreements or the abandonment of the Equipment. The Counterparties may file an administrative claim on or before any administrative claim bar date that is set by the Court.

The Debtors and any representative of the Debtors' estates reserve all defenses, rights and remedies with respect to any claim (administrative or otherwise) asserted by any Counterparty.

7. The execution of this Stipulation is not an assumption or cure under any applicable provision of the Bankruptcy Code by the Debtors in respect of the Agreements between the Debtors, as applicable, and the Counterparties. The rights of the Debtors, as applicable, (i) to assume any Agreements under Bankruptcy Code section 365(b)(1), including, without limitation, ascertaining the cure amounts and other obligations required with respect to such assumptions, (ii) to reinstate any Agreement or otherwise leave any Counterparty unimpaired under Bankruptcy Code section 1124, or (iii) to provide the "indubitable equivalent" under Bankruptcy Code section 1129(b)(2)(A)(iii), shall, in each case, be based upon the Agreements (ignoring in their entirety any changes, revisions or modifications to the terms of the Agreements effected by this Stipulation). Debtors agree that they shall not include any Agreement, their rights under such Agreement, or any Equipment as collateral nor grant any lien on such Agreement, their rights under such Agreement or any Equipment under any debtor in possession financing without the prior written consent of the applicable Counterparty. In addition, any currently existing right of the Counterparties to seek adequate protection in the event that any motion could be anticipated to result in the diminution in the value of the Counterparties' Interests in Debtors' property or the Equipment, or to interpose objections to any sale by the Debtors of any property in which the Counterparties have an Interest, are hereby reserved and preserved, as are all of the Debtors' rights, remedies, defenses and objections with respect to any such matters.

8. Except as provided in this Stipulation, all rights of the Parties are hereby reserved and preserved. All rights of the Parties provided in this Stipulation shall survive the termination of the Stipulation.

9. This Stipulation shall be binding, *nunc pro tunc*, as of the Petition Date, upon (i) the Debtors and any trustee or examiner that may be appointed in these chapter 11 cases, and their respective successors and assigns, (ii) the Counterparties and their respective successors and assigns and (with respect to those Counterparties that are trusts or trustees) trust beneficiaries who so direct or authorize the trusts or trustee of the trusts to enter into this Stipulation, and (iii) the trustee in the event that any of the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code.

10. This Stipulation and the Agreements contain the entire agreement among the Parties with respect to the subject matter hereof, and may only be modified in writing, signed by the applicable Parties or their duly appointed agents. In the event of any conflict or inconsistency between any provision of any Agreement, on the one hand, and any provision of this Stipulation, on the other hand, the provisions of this Stipulation shall control.

11. This Stipulation may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. This Stipulation shall be effective immediately upon approval by the Court. The Court shall retain jurisdiction for purposes of resolving any issues arising out of or relating to this Stipulation.

SO ORDERED:

Dated: New York, New York

_____,
2020

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Stipulated and agreed to by:

Dated: New York, New York
_____, 2020

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated:

_____, 2020

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Security Trustee

By: _____

Name:

Title:

By: _____

Name:

Title:

Dated:

_____, 2020

EXPORT-IMPORT BANK OF THE UNITED
STATES

By: _____

Name:

Title:

By: _____

Name:

Title:

Signature Page to Lessor Stipulation
AMX – Ex-Im (MSNs 36700, 36701, and 36702)

Dated:

_____, 2020

MEXICAN AIRCRAFT FINANCE III, LLC, as
Lessor and Borrower

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A

Counterparties

1. Mexican Aircraft Finance III, LLC, as Lessor and Borrower
2. Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as Lender and Facility Agent
3. HSBC México S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as Lender
4. Citibank, N.A., as Guarantee Agent
5. Wilmington Trust Company, not in its individual capacity, but solely as Security Trustee
6. Export-Import Bank of the United States, as Guarantor
7. Deutsche Bank México S.A., Institución de Banca Múltiple, División Fiduciaria, as Trustee
8. Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance III Purpose Trust, as Pledgor
9. Mexican Aircraft Finance III, Ltd., as Lessor Parent

Equipment

1. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36700 and Mexican registration mark XA-AMA, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 962159 and 962164.
2. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36701 and Mexican registration mark XA-AMJ, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 963243 and 963249.
3. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36702 and Mexican registration mark XA-AMK, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 962324 and 962325.

Agreements

1. Participation Agreement dated as of August 9, 2012, among Aerovías de México, S.A. de C.V. as lessee, Mexican Aircraft Finance III, LLC as lessor and borrower, Mexican Aircraft Finance III, Ltd., as lessor parent, Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance III Purpose Trust, as pledgor, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as lender and facility agent, HSBC México S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as lender, Citibank, N.A., as guarantee agent, Grupo Aeroméxico, S.A.B. de C.V., as guarantor, Wilmington Trust Company, not in its individual capacity, except as expressly provided therein, but solely as security trustee and Export-Import Bank of the United States.
2. Lease Agreement dated as of August 9, 2012, between Mexican Aircraft Finance III, LLC, as lessor, and Aerovías de México, S.A. de C.V. as lessee.
3. Lease Supplement No. I dated August 14, 2012, between Mexican Aircraft Finance III, LLC, as lessor, and Aerovías de México, S.A. de C.V. as lessee.
4. Lease Supplement No. II dated September 20, 2012, between Mexican Aircraft

- Finance III, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
5. Lease Supplement No. III dated October 23, 2012, between Mexican Aircraft Finance III, LLC, as lessor, and Aerovías de México, S.A. de C.V, as lessee.
6. Loan Agreement dated as of August 9, 2012, among Mexican Aircraft Finance III, LLC, as borrower, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as lender and facility agent, HSBC México S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as lender, Citibank, N.A., as guarantee agent, and Export-Import Bank of the United States, as guarantor.
7. Guarantee Agreement dated as of August 9, 2012, by and among Citibank, N.A., as guarantee agent, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as facility agent and Export-Import Bank of the United States.
8. Any and all other operative documents relating to the Aircraft, including, without limitation, all lease agreements, loan agreements, funding agreements, indentures, all parties agreements, participation agreements, security agreements, intercreditor agreements, guarantee agreements and indemnity agreements, as applicable, and any amendments, supplements, side letters, novations or assignments pertaining to any of the foregoing.

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EXHIBIT B

Term Sheet

<p>1. Interest Rent Payments</p>	<p>As of and from the Petition Date until the termination of the Stipulation Period (as defined in the Stipulation), Lessee shall pay to the Security Trustee (on behalf of Lessor) on each Basic Rent Payment Date (as defined in the Lease) during such period, the amount of [REDACTED] payable on such Basic Rent Payment Date, which [REDACTED] is to be calculated [REDACTED] (which Interest Rent Payments shall be paid [REDACTED]). Lessee shall commence the payments of the Interest Rent Payments on the first Basic Rent Payment Date (as defined in the Lease) following the date of approval of the Stipulation by the Bankruptcy Court (the "<u>Court Approval</u>"), <i>provided</i> that all Interest Rent Payments payable on each [REDACTED] shall be paid by Lessee [REDACTED];</p> <p><i>provided further</i> that, in any case, [REDACTED].</p> <p>All Interest Rent Payments (including [REDACTED]) shall be subject to receipt by the Lessee from the Counterparties of an invoice and a calculation in reasonable detail in respect of such payment no later than three (3) Business Days prior to the corresponding due date.</p>
<p>2. [REDACTED] Payment</p>	<p>i. The [REDACTED] rate for each relevant component of Equipment shall be the rate set forth in the table on Schedule 1 hereto under the column designated for such component opposite the corresponding equipment type (the "<u>[REDACTED] Rate</u>").</p> <p>ii. For each component of Equipment [REDACTED], the Lessee shall, in accordance with paragraph 2(iii) below, pay to the Security Trustee (on behalf of the Lessor) an amount (the "<u>[REDACTED] Payment</u>") equal to the [REDACTED] Rate corresponding to such component, multiplied by the [REDACTED]; <i>provided</i> that for purposes of this calculation:</p> <p>a. subject to clause (b) below, [REDACTED]; and</p> <p>b. notwithstanding clause (a) above, [REDACTED].</p> <p>iii. If [REDACTED], the Lessee will make the</p>

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	<p>[REDACTED] Payment to the Security Trustee (on behalf of the Lessor) on the latest of: (x) [REDACTED], (y) [REDACTED] and (z) three (3) Business Days after the Lessee receives the Counterparties' invoice for the [REDACTED] Payment; <i>provided</i> that, in any case, the outstanding [REDACTED] Payment not theretofore paid by the Debtors shall be due and payable upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree). If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree); <i>provided</i>, for the avoidance of doubt, that if [REDACTED], the [REDACTED] Payment shall be made at [REDACTED]. If [REDACTED], the Lessee will make the [REDACTED] Payment upon [REDACTED]. In any such case, the Counterparties shall have the right to assert an administrative expense claim against the Debtors as permitted under the Bankruptcy Code in respect of the [REDACTED] Payment due and payable in accordance with the terms hereof. The [REDACTED] Payment shall be entitled to administrative priority as an "actual, necessary cost" of preserving the estates pursuant to section 503(b)(1) of the Bankruptcy Code.</p> <p>iv. In the event that the Debtors assume the Agreements, whether in their original form or amended, or enter into a new lease agreement with the Counterparties, the [REDACTED] Payment while [REDACTED] will be accounted for purposes of [REDACTED] in the relevant agreement and/or under terms as set forth in an agreement mutually agreed upon by the parties.</p>
3. Utilization Statement	<p>As soon as available and in any event within fifteen (15) days after the end of each calendar month during the Stipulation Period, the Lessee shall deliver a statement to the Security Trustee specifying the utilization of each relevant component of the Equipment during such calendar month, substantially in the form of Schedule 2 hereto (the "<u>Utilization Statement</u>"); <i>provided</i> that the Utilization Statements for July 2020, August 2020 and September 2020 shall be delivered no later than October 25, 2020.</p>
4. Payment Account	<p>All amounts due hereunder from the Lessee shall be paid to such account of the Security Trustee as the Security Trustee may provide in writing to the Lessee and shall be applied in accordance with the distribution and waterfall provisions of the</p>

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	applicable Agreements.
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Schedule 1 to Exhibit B

[REDACTED] Rates

[REDACTED] Rates	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USD Per:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
737-800W	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
787-8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Exhibit C

Certain Definitions

“Excluded Maintenance” means [REDACTED]. For avoidance of doubt, [REDACTED] shall not be deemed Excluded Maintenance.

“Excluded Obligations” means (i) Excluded Maintenance, (ii) Excluded Return Obligations, (iii) [REDACTED]. For the avoidance of doubt, no commitment is being made as part of the Stipulation to cure or remedy any outstanding defaults or events of default that may exist under any Agreement prior to the effectiveness of the Stipulation, but Debtors shall be obligated to [REDACTED].

“Excluded Return Obligations” means [REDACTED], but notwithstanding the foregoing the Debtors shall comply with paragraph 4 of the Stipulation with respect to such Equipment.

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EXHIBIT D

Technical Records

1. The Lessee will:
 - (i) [REDACTED];
 - (ii) [REDACTED]; and
 - (iii) [REDACTED].
2. If [REDACTED], the Lessee will [REDACTED].

Summary report: Litera® Change-Pro for Word 10.10.0.103 Document comparison done on 11/10/2020 6:08:08 PM	
Style name: 2 W&C Standard Set	
Intelligent Table Comparison: Active	
Original DMS: iw://AMERICAS DMS/AMERICAS/104643585/1	
Modified DMS: iw://AMERICAS DMS/AMERICAS/104643585/2	
Changes:	
<u>Add</u>	18
Delete	15
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	33

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Thomas S. Green

*Proposed Counsel to the Debtors
and Debtors in Possession*

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

In re:

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

Debtors.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**STIPULATION AND ORDER BETWEEN CERTAIN DEBTORS AND
COUNTERPARTIES CONCERNING CERTAIN EQUIPMENT**

¹ The Debtors in these cases, along with each Debtor's registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; 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.

This Stipulation (this “**Stipulation**”) is entered into on the date hereof by and among Aerovías de México, S.A. de C.V. (the “**Lessee**”) and each of the parties set forth in Exhibit A hereto (the “**Counterparties**,” and the Counterparties together with the Lessee, the “**Parties**”) with respect to the agreements (collectively, the “**Agreements**” and, each an “**Agreement**”) and the equipment (the “**Equipment**”), in each case, listed on Exhibit A hereto.

Recitals

A. On June 30, 2020 (the “**Petition Date**”), the Lessee and certain of its affiliates as debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (as amended or modified, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). 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. No trustee or examiner has been appointed in these cases. On July 13, 2020, the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors. The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”).

B. The Debtors and the Counterparties have engaged in extensive good faith negotiations in an effort to assist the Debtors in their efforts to rationalize the fleet while (i) minimizing the administrative costs and burdens associated with the Equipment and (ii) protecting the respective Counterparties’ rights and interests (collectively, the “**Interests**” and each, an “**Interest**”) in the Equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, stipulate and agree as follows:

1. (a) This Stipulation is effective for the period from July 1, 2020 through the earliest to occur of (i) the date the Equipment is made available for return to the Counterparties as contemplated pursuant to decretal paragraph 4(a)(x) hereof, (ii) with respect to any Agreement subject to assumption under section 365 of the Bankruptcy Code, the date of the entry of an order of the Court approving the assumption of such Agreement, (iii) the effective date of a plan of reorganization for the Debtors that has been confirmed by the Court, (iv) the date of an order converting the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, (v) the date that Aerovías de México, S.A. de C.V. and/or, if different, the Lessee announce(s) that it has permanently discontinued all scheduled passenger service, (vi) the date of substantial consummation of a sale of all or substantially all assets of the Debtors, (vii) the date the Assignee (as defined in the Collateral Assignment to be entered into between Aerovías de México, S.A. de C.V. and UMB Bank National Association (the "**Collateral Assignment**") in connection with the Super Priority Loan Agreement approved by the Bankruptcy Court by final order entered on October 13, 2020) exercises Assigned Rights (as defined in the Collateral Assignment) (the "**Assigned Rights**") and (viii) such other date as the Counterparties and the Debtors may agree in writing with respect to the Equipment (such period of effectiveness, the "**Stipulation Period**").

(b) Upon the termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment, the Debtors shall (i) return the Equipment to the Counterparties in accordance with the procedures set forth in decretal paragraphs 3(d), 3(e) and 4 hereof and (ii)

comply with the provisions of decretal paragraphs 3(a) through 3(c) hereof until the earlier of (x) the date of such return and (y) the thirtieth (30th) day after the date the Stipulation Period terminates (or for such longer period as may be agreed to by the Debtors and the Counterparties).

2. The Debtors represent and warrant that as of the date of the execution of this Stipulation and at the time the Agreements were entered into by and between the relevant Debtors and Counterparties, the Debtors did not hold an air carrier operating certificate issued pursuant to chapter 447 of title 49, United States Code and, accordingly for that reason, section 1110 of the Bankruptcy Code is not applicable to the Equipment.

3. During the Stipulation Period:

(a) while the Equipment is stored in accordance with Lessee's maintenance and storage program approved by the applicable aviation authority and based on the recommendations of the manufacturer of such item of Equipment (the "**Storage Program**"), the Lessee shall:

(i) at Lessee's expense, maintain and store the Equipment under such Storage Program; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the applicable Agreement(s);

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty, *provided* that such inspection shall not unreasonably interfere with the operations of the Lessee and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature

contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Section 1 of Exhibit B hereto;

(b) while the Equipment is not stored in accordance with the Storage Program, the Lessee shall:

(i) at Lessee's expense, operate and maintain the Equipment pursuant to the maintenance, possession, and use covenants of the Agreements; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment; provided further that the Lessee shall not operate any Equipment that would have been eligible as of the Petition Date, or the date hereof, for the issuance of a special ferry flight permit for a return flight (as contemplated under decretal paragraph 4(a) hereof) in a manner that would cause such Equipment to possess insufficient flight hours and/or flight cycles remaining for safe and permissible operation of the Equipment from where located to such return location;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the Agreements;

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty; *provided* that any such inspection does not unreasonably interfere with the operation or maintenance of the Equipment or the Lessee's operations generally and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such

Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Sections 1 and 2 of Exhibit B hereto;

(c) except for the Excluded Obligations (as defined in Exhibit C hereto) and as otherwise set forth in this Stipulation, the Debtors and the Counterparties shall comply with all other provisions of the applicable Agreements insofar as they relate to the Stipulation Period;

(d) the relevant Debtors may, subject to any requirement by the Court that a further order or notice is necessary, at any time upon 15 days' notice to the Counterparties, reject an Agreement to which such Debtors are a party or abandon the Equipment and return the Equipment in accordance with the procedures set forth in decretal paragraph 4 hereof. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors may seek authorization to reject or abandon any of the Equipment and the Agreements corresponding to such Equipment to which such Debtors are a party on an aircraft by aircraft basis (*i.e.*, an individual airframe with its associated engines), but shall not be permitted to reject or abandon only a portion of an aircraft (*e.g.* an airframe but not its associated engines) or some but not all of the Agreements to which such Debtors are a party to the extent such Agreements relate to the same Equipment, and this Stipulation shall remain in full force and effect as to any remaining Equipment that are not subject to any rejected Agreement; and

(e) the Counterparties may notify the Debtors of the Counterparties' desire to terminate the Stipulation Period as to any Agreement and the Equipment related thereto (i) at any time following the 10-month anniversary of the date on which the Court enters this Stipulation, upon 60 days' prior written notice to the Debtors, or (ii) in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation which is continuing for more than five (5)

Business Days or under decretal paragraph 3(c) of this Stipulation which is continuing beyond the applicable grace period specified in the applicable Agreement, and in any such case the Debtors shall return the Equipment in accordance with procedures set forth in decretal paragraph 4 hereof.

4. Upon termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment:

(a) (x) the Debtors shall cooperate with the relevant Counterparty on completing an orderly redelivery process by:

(i) making the Equipment (together with (1) the original engines listed on Exhibit A hereto, which shall be installed on the airframe (unless any such engine is not in an airworthy condition or is subject to a possessory lien relating to the pre-petition period and remains in the custody of the party holding such lien or a post-petition lien permitted under Exhibit C), (2) any other items constituting the Equipment under the Agreement that were installed thereon during the last regularly scheduled flight (*it being understood* that Lessee shall not intentionally discriminate by replacing an APU or landing gear with a lesser value part in anticipation of redelivery), and (3) any quick engine change (QEC) kit that was delivered to the Lessee together with the Equipment (which QEC may be returned either installed on the airframe or, if a particular engine is off-wing, in parts)) available to the applicable Counterparty at its or their then-current location and in its or their then “as is, where is” condition;

(ii) providing reasonable access to any electronically accessible records relating to the Equipment and permitting the downloading and copying thereof, including access to the digital aircraft records repository Stream;

(iii) upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, cooperating in taking all actions (including filings) and signing and providing all documents reasonably required by the Counterparties with regard to the deregistration and export from the current state of registration or country of previous importation (in each case, to the extent applicable);

(iv) preparing and signing a non-incident statement; and

(v) preparing and delivering all technical records, documents, reports and statements relating to the Equipment that are in the Debtors' possession or control (the "**Technical Records**"), in their then "as is, where is" condition, without certification or signature and without performing any independent verification or audit thereof, except that the Lessee will certify or sign any such Technical Record that, in its reasonable judgment, does not require Lessee to perform more than *de minimis* additional verification or audit and otherwise as more particularly described in Exhibit D; and

(y) the Debtors shall, upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, in a commercially reasonable manner:

(i) deliver the Equipment, the Technical Records and all other items listed in clause (a)(x)(i) above, as applicable, from its or their then current location to a location in the contiguous United States advised by such Counterparty and reasonably acceptable to the Debtors via a ferry flight (the timing, manner and scheduling of such ferry flight and/or shipment to be subject to a commercial reasonableness standard, taking into account Debtors' operational and commercial limitations as to timing and manner of redelivery), *provided that*, absent gross negligence or willful misconduct of the Debtors, the Debtors

shall incur no liability as a result of complying with their obligations under this paragraph 4(a)(y)(i);

(ii) use its commercially reasonable efforts to cooperate with such Counterparty on locating any technical records and documents relating to the Equipment that such Counterparty identifies as missing or otherwise not made available at the time of the return; and

(iii) cooperate with the Counterparties in order to assign any remaining assignable manufacturer warranties and warranty claims, or the benefit thereof, to the owner of the related Equipment;

(b) the automatic stay provided under section 362 of the Bankruptcy Code shall be and hereby is modified to (i) allow the Debtors and the Counterparties to effectuate the provisions of this Stipulation and (ii) transfer, move, deregister, dispose of or effect title transfer of such Equipment, as applicable. The Counterparties agree that they shall not assert any claims against the Debtors in any court other than this Court, except as authorized by this Court;

(c) the Counterparties shall, within ten (10) Business Days (as such term is defined in the Agreements) of receipt of the Debtors' summary of charges therefor, reimburse the Debtors for their actual and reasonable costs and expenses of (i) storing, insuring and maintaining the Equipment beginning on the fifteenth day after the date that the Stipulation Period terminates through the date that the Equipment is returned to the Counterparties (provided that the delay past such fifteenth day is not caused by commercially unreasonable delays of the Debtors) and (ii) performing any other services or taking any other actions described in paragraphs 4(a)(x)(iii) and 4(a)(y). For the avoidance of doubt, any amounts charged by the Debtors to the Counterparties pursuant to the terms of this Stipulation for storage, maintenance or other services shall (x) if

performed or provided by parties other than Debtors, be the actual amounts invoiced to Lessee for such services without any added profit or other mark-up and (y) otherwise, be charged in accordance with the Lessee's standard rates charged to third parties for such services. All payments to the Debtors under this Stipulation shall be made by wire transfer in immediately available funds, without any set-off or counterclaim; and

(d) notwithstanding the termination of the Stipulation Period, the Agreements shall be deemed to continue in effect through the date that the Debtors return the Equipment to the Counterparties solely for the purpose of enabling Debtors to comply with their obligations under this decretal paragraph 4.

5. During the Stipulation Period, the performance by the Lessee of the terms and conditions set forth in this Stipulation shall satisfy any and all rights of the Counterparties to administrative expense status or priority in payment under any applicable provision of the Bankruptcy Code for any claims arising out of or related to the Stipulation Period based on the obligations (both monetary or performance based, or in each case lack thereof) of any Debtors in these chapter 11 cases, including pursuant to sections 361, 362, 363, 364, 365 or 503 of the Bankruptcy Code, or any similar provision under the Cape Town Convention on International Interests in Mobile Equipment and the Protocol thereto on Matters Specific to Aircraft Equipment, each as opened for signature on November 16, 2001, that arise out of or relate to the Equipment.

6. Following any breach of this Stipulation by the Debtors, the Counterparties may (in addition to their rights pursuant to Section 3(e)(ii)) assert an administrative expense claim against the Debtors, as permitted under the Bankruptcy Code, for any actual damages resulting from such breach. Except in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation, as to which Debtors shall not have any notice or cure period for purposes of

this paragraph 6, to the extent that the Counterparties assert that the Debtors have breached their obligations under any other provision of this Stipulation (the “**Specified Obligations**”), (i) if the Counterparties have actual knowledge of such breach, the Counterparties shall provide the Debtors prompt written notice thereof, (ii) Debtors shall have 30 days to remedy such breach and (iii) if such breach is remedied within such 30-day period, then the Counterparties shall not assert or otherwise be entitled to any administrative expense or priority in payment with respect to a breach of the applicable Specified Obligations. Nothing contained herein shall be deemed to require a Counterparty to provide Debtors with notice of a breach of any of the Specified Obligations if the Counterparty is not actually aware of such breach. In addition, notwithstanding anything herein to the contrary, the Counterparties have and may assert (subject to allowance of the amount of the claim by the Court) each of the following against the Debtors solely as pre-petition (non-administrative priority status expense) claims: (x) any claim that (1) would have been entitled to administrative expense or priority in payment but for this Stipulation and (2) is not payable under this Stipulation, and, (y) any claims for the difference between the rent payments or other obligations payable or performable by the Debtors under the Agreements during the Stipulation Period as compared to the rent payments or other obligations payable or performable by the Debtors under the Agreements (as modified by this Stipulation) during the Stipulation Period. The Counterparties shall have until the later of (1) 30 days after the effective date of rejection of the Agreements or the abandonment of the Equipment and (2) any general claims bar date set by the Court to file a proof of claim for any pre-petition claims, including claims arising out of or relating to the rejection of the Agreements or the abandonment of the Equipment. The Counterparties may file an administrative claim on or before any administrative claim bar date that is set by the Court.

The Debtors and any representative of the Debtors' estates reserve all defenses, rights and remedies with respect to any claim (administrative or otherwise) asserted by any Counterparty.

7. The execution of this Stipulation is not an assumption or cure under any applicable provision of the Bankruptcy Code by the Debtors in respect of the Agreements between the Debtors, as applicable, and the Counterparties. The rights of the Debtors, as applicable, (i) to assume any Agreements under Bankruptcy Code section 365(b)(1), including, without limitation, ascertaining the cure amounts and other obligations required with respect to such assumptions, (ii) to reinstate any Agreement or otherwise leave any Counterparty unimpaired under Bankruptcy Code section 1124, or (iii) to provide the "indubitable equivalent" under Bankruptcy Code section 1129(b)(2)(A)(iii), shall, in each case, be based upon the Agreements (ignoring in their entirety any changes, revisions or modifications to the terms of the Agreements effected by this Stipulation). Debtors agree that they shall not include any Agreement, their rights under such Agreement, or any Equipment as collateral nor grant any lien on such Agreement, their rights under such Agreement or any Equipment under any debtor in possession financing without the prior written consent of the applicable Counterparty. In addition, any currently existing right of the Counterparties to seek adequate protection in the event that any motion could be anticipated to result in the diminution in the value of the Counterparties' Interests in Debtors' property or the Equipment, or to interpose objections to any sale by the Debtors of any property in which the Counterparties have an Interest, are hereby reserved and preserved, as are all of the Debtors' rights, remedies, defenses and objections with respect to any such matters.

8. Except as provided in this Stipulation, all rights of the Parties are hereby reserved and preserved. All rights of the Parties provided in this Stipulation shall survive the termination of the Stipulation.

9. This Stipulation shall be binding, *nunc pro tunc*, as of the Petition Date, upon (i) the Debtors and any trustee or examiner that may be appointed in these chapter 11 cases, and their respective successors and assigns, (ii) the Counterparties and their respective successors and assigns and (with respect to those Counterparties that are trusts or trustees) trust beneficiaries who so direct or authorize the trusts or trustee of the trusts to enter into this Stipulation, and (iii) the trustee in the event that any of the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code.

10. This Stipulation and the Agreements contain the entire agreement among the Parties with respect to the subject matter hereof, and may only be modified in writing, signed by the applicable Parties or their duly appointed agents. In the event of any conflict or inconsistency between any provision of any Agreement, on the one hand, and any provision of this Stipulation, on the other hand, the provisions of this Stipulation shall control.

11. This Stipulation may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. This Stipulation shall be effective immediately upon approval by the Court. The Court shall retain jurisdiction for purposes of resolving any issues arising out of or relating to this Stipulation.

SO ORDERED:

Dated: New York, New York

_____,
2020

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Stipulated and agreed to by:

Dated: New York, New York
_____, 2020

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated:

_____, 2020

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Security Trustee

By: _____

Name:

Title:

By: _____

Name:

Title:

Dated:

_____, 2020

EXPORT-IMPORT BANK OF THE UNITED
STATES

By: _____

Name:

Title:

By: _____

Name:

Title:

Signature Page to Lessor Stipulation
AMX – Ex-Im (MSNs 36703, 36704, and 36708)

Dated:

_____, 2020

MEXICAN AIRCRAFT FINANCE IV, LLC, as
Lessor and Issuer

By: _____

Name:

Title:

By: _____

Name:

Title:

Signature Page to Lessor Stipulation
AMX – Ex-Im (MSNs 36703, 36704, and 36708)

EXHIBIT A

Counterparties

1. Mexican Aircraft Finance IV, LLC, as Lessor and Issuer
2. J.P. Morgan Securities LLC and Citigroup Global Markets Inc., as Initial Purchasers
3. Wells Fargo Bank, National Association, as Indenture Trustee
4. Wilmington Trust Company, not in its individual capacity, but solely as Security Trustee
5. Export-Import Bank of the United States, as Guarantor
6. Deutsche Bank México S.A., Institución de Banca Múltiple, División Fiduciaria, as Trustee
7. Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance IV Purpose Trust, as Pledgor
8. Mexican Aircraft Finance IV, Ltd., as Lessor Parent

Equipment

1. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36703 and Mexican registration mark XA-AMB, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 962873 and 962921.
2. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36704 and Mexican registration mark XA-AMC, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 963974 and 963977.
3. One (1) Boeing model 737-800 aircraft bearing manufacturer's serial number 36708 and Mexican registration mark XA-AME, together with two (2) CFM-56-7B engines respectively bearing manufacturer's serial numbers 658131 and 657145.

Agreements

1. Participation Agreement dated as of June 11, 2013, among Aerovías de México, S.A. de C.V., as lessee, Mexican Aircraft Finance IV, LLC as lessor and issuer, Mexican Aircraft Finance IV, Ltd., as lessor parent, Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance IV Purpose Trust, as pledgor, JPMorgan Chase Bank, National Association, as a guaranteed lender and calculation agent, Citibank, N.A., as a guaranteed lender, Wells Fargo Bank, National Association, as indenture trustee, Grupo Aeroméxico, S.A.B. de C.V., as guarantor, Wilmington Trust Company, not in its individual capacity, except as expressly provided therein, but solely as security trustee and Export-Import Bank of the United States.
2. Lease Agreement dated as of June 11, 2013, between Mexican Aircraft Finance IV, LLC, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
3. Lease Supplement No. I dated June 14, 2013, between Mexican Aircraft Finance IV, LLC, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
4. Lease Supplement No. II dated July 19, 2013, between Mexican Aircraft Finance IV, LLC, as lessor, and Aerovías de México, S.A. de C.V., as lessee.

5. Lease Supplement No. III dated August 6, 2013, between Mexican Aircraft Finance IV, LLC, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
6. Indenture dated as of June 11, 2013, among Mexican Aircraft Finance IV, LLC, as issuer, JPMorgan Chase Bank, National Association, as a guaranteed lender and calculation agent, Citibank, N.A., as a guaranteed lender, Wells Fargo Bank, National Association, not in its individual capacity, except as expressly provided therein, but as indenture trustee and Export-Import Bank of the United States.
7. Fixed Rate Global Note No. 1 dated July 30, 2013, among Mexican Aircraft Finance IV, LLC, Export-Import Bank of the United States, and Wells Fargo Bank, National Association, not in its individual capacity, but solely as indenture trustee.
8. Note Purchase Agreement dated July 23, 2013, among Mexican Aircraft Finance IV, LLC, Aerovías de México, S.A. de C.V., J.P. Morgan Securities LLC, and Citigroup Global Markets Inc.
9. Guarantee Agreement dated as of June 11, 2013, between Wells Fargo Bank, National Association, as indenture trustee and Export-Import Bank of the United States.
10. Any and all other operative documents relating to the Aircraft, including, without limitation, all lease agreements, loan agreements, funding agreements, indentures, all parties agreements, participation agreements, security agreements, intercreditor agreements, guarantee agreements and indemnity agreements, as applicable, and any amendments, supplements, side letters, novations or assignments pertaining to any of the foregoing.

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EXHIBIT B

Term Sheet

1. Interest Rent Payments	<p>As of and from the Petition Date until the termination of the Stipulation Period (as defined in the Stipulation), Lessee shall pay to the Security Trustee (on behalf of Lessor) on each Basic Rent Payment Date (as defined in the Lease) during such period, the amount of [REDACTED] payable on such Basic Rent Payment Date, which [REDACTED] is to be calculated [REDACTED] (which Interest Rent Payments shall be paid [REDACTED]). Lessee shall commence the payments of the Interest Rent Payments on the first Basic Rent Payment Date (as defined in the Lease) following the date of approval of the Stipulation by the Bankruptcy Court (the "<u>Court Approval</u>"), <i>provided</i> that all Interest Rent Payments payable on each [REDACTED] shall be paid by Lessee [REDACTED];</p> <p><i>provided further</i> that, in any case, [REDACTED].</p> <p>All Interest Rent Payments (including [REDACTED]) shall be subject to receipt by the Lessee from the Counterparties of an invoice and a calculation in reasonable detail in respect of such payment no later than three (3) Business Days prior to the corresponding due date.</p>
2. [REDACTED] Payment	<p>i. The [REDACTED] rate for each relevant component of Equipment shall be the rate set forth in the table on Schedule 1 hereto under the column designated for such component opposite the corresponding equipment type (the "<u>[REDACTED] Rate</u>").</p> <p>ii. For each component of Equipment [REDACTED], the Lessee shall, in accordance with paragraph 2(iii) below, pay to the Security Trustee (on behalf of the Lessor) an amount (the "<u>[REDACTED] Payment</u>") equal to the [REDACTED] Rate corresponding to such component, multiplied by the [REDACTED]; <i>provided</i> that for purposes of this calculation:</p> <p>a. subject to clause (b) below, [REDACTED]; and</p> <p>b. notwithstanding clause (a) above, [REDACTED].</p> <p>iii. If [REDACTED], the Lessee will make the</p>

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	<p>[REDACTED] Payment to the Security Trustee (on behalf of the Lessor) on the latest of: (x) [REDACTED], (y) [REDACTED] and (z) three (3) Business Days after the Lessee receives the Counterparties' invoice for the [REDACTED] Payment; <i>provided</i> that, in any case, the outstanding [REDACTED] Payment not theretofore paid by the Debtors shall be due and payable upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree). If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree); <i>provided</i>, for the avoidance of doubt, that if [REDACTED], the [REDACTED] Payment shall be made at [REDACTED]. If [REDACTED], the Lessee will make the [REDACTED] Payment upon [REDACTED]. In any such case, the Counterparties shall have the right to assert an administrative expense claim against the Debtors as permitted under the Bankruptcy Code in respect of the [REDACTED] Payment due and payable in accordance with the terms hereof. The [REDACTED] Payment shall be entitled to administrative priority as an "actual, necessary cost" of preserving the estates pursuant to section 503(b)(1) of the Bankruptcy Code.</p> <p>iv. In the event that the Debtors assume the Agreements, whether in their original form or amended, or enter into a new lease agreement with the Counterparties, the [REDACTED] Payment while [REDACTED] will be accounted for purposes of [REDACTED] in the relevant agreement and/or under terms as set forth in an agreement mutually agreed upon by the parties.</p>
3. Utilization Statement	<p>As soon as available and in any event within fifteen (15) days after the end of each calendar month during the Stipulation Period, the Lessee shall deliver a statement to the Security Trustee specifying the utilization of each relevant component of the Equipment during such calendar month, substantially in the form of Schedule 2 hereto (the "<u>Utilization Statement</u>"); <i>provided</i> that the Utilization Statements for July 2020, August 2020 and September 2020 shall be delivered no later than October 25, 2020.</p>
4. Payment Account	<p>All amounts due hereunder from the Lessee shall be paid to such account of the Security Trustee as the Security Trustee may provide in writing to the Lessee and shall be applied in accordance with the distribution and waterfall provisions of the</p>

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	applicable Agreements.
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Schedule 1 to Exhibit B

[REDACTED] Rates

[REDACTED] Rates	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USD Per:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
737-800W	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
787-8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Exhibit C

Certain Definitions

“Excluded Maintenance” means [REDACTED]. For avoidance of doubt, [REDACTED] shall not be deemed Excluded Maintenance.

“Excluded Obligations” means (i) Excluded Maintenance, (ii) Excluded Return Obligations, (iii) [REDACTED]. For the avoidance of doubt, no commitment is being made as part of the Stipulation to cure or remedy any outstanding defaults or events of default that may exist under any Agreement prior to the effectiveness of the Stipulation, but Debtors shall be obligated to [REDACTED].

“Excluded Return Obligations” means [REDACTED], but notwithstanding the foregoing the Debtors shall comply with paragraph 4 of the Stipulation with respect to such Equipment.

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EXHIBIT D

Technical Records

1. The Lessee will:
 - (i) [REDACTED];
 - (ii) [REDACTED]; and
 - (iii) [REDACTED].
2. If [REDACTED], the Lessee will [REDACTED].

Summary report: Litera® Change-Pro for Word 10.10.0.103 Document comparison done on 11/10/2020 6:05:11 PM	
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Original DMS: iw://AMERICAS DMS/AMERICAS/104643586/1	
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Changes:	
Add	18
Delete	15
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	33

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Thomas S. Green

*Proposed Counsel to the Debtors
and Debtors in Possession*

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

In re:

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

Debtors.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**STIPULATION AND ORDER BETWEEN CERTAIN DEBTORS AND
COUNTERPARTIES CONCERNING CERTAIN EQUIPMENT**

¹ The Debtors in these cases, along with each Debtor's registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; 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.

This Stipulation (this “**Stipulation**”) is entered into on the date hereof by and among Aerovías de México, S.A. de C.V. (the “**Lessee**”) and each of the parties set forth in Exhibit A hereto (the “**Counterparties**,” and the Counterparties together with the Lessee, the “**Parties**”) with respect to the agreements (collectively, the “**Agreements**” and, each an “**Agreement**”) and the equipment (the “**Equipment**”), in each case, listed on Exhibit A hereto.

Recitals

A. On June 30, 2020 (the “**Petition Date**”), the Lessee and certain of its affiliates as debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (as amended or modified, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). 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. No trustee or examiner has been appointed in these cases. On July 13, 2020, the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors. The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”).

B. The Debtors and the Counterparties have engaged in extensive good faith negotiations in an effort to assist the Debtors in their efforts to rationalize the fleet while (i) minimizing the administrative costs and burdens associated with the Equipment and (ii) protecting the respective Counterparties’ rights and interests (collectively, the “**Interests**” and each, an “**Interest**”) in the Equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, stipulate and agree as follows:

1. (a) This Stipulation is effective for the period from July 1, 2020 through the earliest to occur of (i) the date the Equipment is made available for return to the Counterparties as contemplated pursuant to decretal paragraph 4(a)(x) hereof, (ii) with respect to any Agreement subject to assumption under section 365 of the Bankruptcy Code, the date of the entry of an order of the Court approving the assumption of such Agreement, (iii) the effective date of a plan of reorganization for the Debtors that has been confirmed by the Court, (iv) the date of an order converting the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, (v) the date that Aerovías de México, S.A. de C.V. and/or, if different, the Lessee announce(s) that it has permanently discontinued all scheduled passenger service, (vi) the date of substantial consummation of a sale of all or substantially all assets of the Debtors, (vii) the date the Assignee (as defined in the Collateral Assignment to be entered into between Aerovías de México, S.A. de C.V. and UMB Bank National Association (the "**Collateral Assignment**") in connection with the Super Priority Loan Agreement approved by the Bankruptcy Court by final order entered on October 13, 2020) exercises Assigned Rights (as defined in the Collateral Assignment) (the "**Assigned Rights**") and (viii) such other date as the Counterparties and the Debtors may agree in writing with respect to the Equipment (such period of effectiveness, the "**Stipulation Period**").

(b) Upon the termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment, the Debtors shall (i) return the Equipment to the Counterparties in accordance with the procedures set forth in decretal paragraphs 3(d), 3(e) and 4 hereof and (ii)

comply with the provisions of decretal paragraphs 3(a) through 3(c) hereof until the earlier of (x) the date of such return and (y) the thirtieth (30th) day after the date the Stipulation Period terminates (or for such longer period as may be agreed to by the Debtors and the Counterparties).

2. The Debtors represent and warrant that as of the date of the execution of this Stipulation and at the time the Agreements were entered into by and between the relevant Debtors and Counterparties, the Debtors did not hold an air carrier operating certificate issued pursuant to chapter 447 of title 49, United States Code and, accordingly for that reason, section 1110 of the Bankruptcy Code is not applicable to the Equipment.

3. During the Stipulation Period:

(a) while the Equipment is stored in accordance with Lessee's maintenance and storage program approved by the applicable aviation authority and based on the recommendations of the manufacturer of such item of Equipment (the "**Storage Program**"), the Lessee shall:

(i) at Lessee's expense, maintain and store the Equipment under such Storage Program; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the applicable Agreement(s);

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty, *provided* that such inspection shall not unreasonably interfere with the operations of the Lessee and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature

contemplated by such Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Section 1 of Exhibit B hereto;

(b) while the Equipment is not stored in accordance with the Storage Program, the Lessee shall:

(i) at Lessee's expense, operate and maintain the Equipment pursuant to the maintenance, possession, and use covenants of the Agreements; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in Exhibit C hereto) of the Equipment; provided further that the Lessee shall not operate any Equipment that would have been eligible as of the Petition Date, or the date hereof, for the issuance of a special ferry flight permit for a return flight (as contemplated under decretal paragraph 4(a) hereof) in a manner that would cause such Equipment to possess insufficient flight hours and/or flight cycles remaining for safe and permissible operation of the Equipment from where located to such return location;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the Agreements;

(iii) provide the applicable Counterparty with reasonable access to inspect the Equipment at the sole expense of such Counterparty; *provided* that any such inspection does not unreasonably interfere with the operation or maintenance of the Equipment or the Lessee's operations generally and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such

Counterparty's inspection rights in the applicable Agreement(s); and

(iv) pay the applicable Counterparty pursuant to the terms of Sections 1 and 2 of Exhibit B hereto;

(c) except for the Excluded Obligations (as defined in Exhibit C hereto) and as otherwise set forth in this Stipulation, the Debtors and the Counterparties shall comply with all other provisions of the applicable Agreements insofar as they relate to the Stipulation Period;

(d) the relevant Debtors may, subject to any requirement by the Court that a further order or notice is necessary, at any time upon 15 days' notice to the Counterparties, reject an Agreement to which such Debtors are a party or abandon the Equipment and return the Equipment in accordance with the procedures set forth in decretal paragraph 4 hereof. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors may seek authorization to reject or abandon any of the Equipment and the Agreements corresponding to such Equipment to which such Debtors are a party on an aircraft by aircraft basis (*i.e.*, an individual airframe with its associated engines), but shall not be permitted to reject or abandon only a portion of an aircraft (*e.g.* an airframe but not its associated engines) or some but not all of the Agreements to which such Debtors are a party to the extent such Agreements relate to the same Equipment, and this Stipulation shall remain in full force and effect as to any remaining Equipment that are not subject to any rejected Agreement; and

(e) the Counterparties may notify the Debtors of the Counterparties' desire to terminate the Stipulation Period as to any Agreement and the Equipment related thereto (i) at any time following the 10-month anniversary of the date on which the Court enters this Stipulation, upon 60 days' prior written notice to the Debtors, or (ii) in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation which is continuing for more than five (5)

Business Days or under decretal paragraph 3(c) of this Stipulation which is continuing beyond the applicable grace period specified in the applicable Agreement, and in any such case the Debtors shall return the Equipment in accordance with procedures set forth in decretal paragraph 4 hereof.

4. Upon termination of the Stipulation Period for any reason other than assumption of an Agreement or the exercise of Assigned Rights by the Assignee under the Collateral Assignment:

(a) (x) the Debtors shall cooperate with the relevant Counterparty on completing an orderly redelivery process by:

(i) making the Equipment (together with (1) the original engines listed on Exhibit A hereto, which shall be installed on the airframe (unless any such engine is not in an airworthy condition or is subject to a possessory lien relating to the pre-petition period and remains in the custody of the party holding such lien or a post-petition lien permitted under Exhibit C), (2) any other items constituting the Equipment under the Agreement that were installed thereon during the last regularly scheduled flight (*it being understood* that Lessee shall not intentionally discriminate by replacing an APU or landing gear with a lesser value part in anticipation of redelivery), and (3) any quick engine change (QEC) kit that was delivered to the Lessee together with the Equipment (which QEC may be returned either installed on the airframe or, if a particular engine is off-wing, in parts)) available to the applicable Counterparty at its or their then-current location and in its or their then “as is, where is” condition;

(ii) providing reasonable access to any electronically accessible records relating to the Equipment and permitting the downloading and copying thereof, including access to the digital aircraft records repository Stream;

(iii) upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, cooperating in taking all actions (including filings) and signing and providing all documents reasonably required by the Counterparties with regard to the deregistration and export from the current state of registration or country of previous importation (in each case, to the extent applicable);

(iv) preparing and signing a non-incident statement; and

(v) preparing and delivering all technical records, documents, reports and statements relating to the Equipment that are in the Debtors' possession or control (the "**Technical Records**"), in their then "as is, where is" condition, without certification or signature and without performing any independent verification or audit thereof, except that the Lessee will certify or sign any such Technical Record that, in its reasonable judgment, does not require Lessee to perform more than *de minimis* additional verification or audit and otherwise as more particularly described in Exhibit D; and

(y) the Debtors shall, upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, in a commercially reasonable manner:

(i) deliver the Equipment, the Technical Records and all other items listed in clause (a)(x)(i) above, as applicable, from its or their then current location to a location in the contiguous United States advised by such Counterparty and reasonably acceptable to the Debtors via a ferry flight (the timing, manner and scheduling of such ferry flight and/or shipment to be subject to a commercial reasonableness standard, taking into account Debtors' operational and commercial limitations as to timing and manner of redelivery), *provided that*, absent gross negligence or willful misconduct of the Debtors, the Debtors

shall incur no liability as a result of complying with their obligations under this paragraph 4(a)(y)(i);

(ii) use its commercially reasonable efforts to cooperate with such Counterparty on locating any technical records and documents relating to the Equipment that such Counterparty identifies as missing or otherwise not made available at the time of the return; and

(iii) cooperate with the Counterparties in order to assign any remaining assignable manufacturer warranties and warranty claims, or the benefit thereof, to the owner of the related Equipment;

(b) the automatic stay provided under section 362 of the Bankruptcy Code shall be and hereby is modified to (i) allow the Debtors and the Counterparties to effectuate the provisions of this Stipulation and (ii) transfer, move, deregister, dispose of or effect title transfer of such Equipment, as applicable. The Counterparties agree that they shall not assert any claims against the Debtors in any court other than this Court, except as authorized by this Court;

(c) the Counterparties shall, within ten (10) Business Days (as such term is defined in the Agreements) of receipt of the Debtors' summary of charges therefor, reimburse the Debtors for their actual and reasonable costs and expenses of (i) storing, insuring and maintaining the Equipment beginning on the fifteenth day after the date that the Stipulation Period terminates through the date that the Equipment is returned to the Counterparties (provided that the delay past such fifteenth day is not caused by commercially unreasonable delays of the Debtors) and (ii) performing any other services or taking any other actions described in paragraphs 4(a)(x)(iii) and 4(a)(y). For the avoidance of doubt, any amounts charged by the Debtors to the Counterparties pursuant to the terms of this Stipulation for storage, maintenance or other services shall (x) if

performed or provided by parties other than Debtors, be the actual amounts invoiced to Lessee for such services without any added profit or other mark-up and (y) otherwise, be charged in accordance with the Lessee's standard rates charged to third parties for such services. All payments to the Debtors under this Stipulation shall be made by wire transfer in immediately available funds, without any set-off or counterclaim; and

(d) notwithstanding the termination of the Stipulation Period, the Agreements shall be deemed to continue in effect through the date that the Debtors return the Equipment to the Counterparties solely for the purpose of enabling Debtors to comply with their obligations under this decretal paragraph 4.

5. During the Stipulation Period, the performance by the Lessee of the terms and conditions set forth in this Stipulation shall satisfy any and all rights of the Counterparties to administrative expense status or priority in payment under any applicable provision of the Bankruptcy Code for any claims arising out of or related to the Stipulation Period based on the obligations (both monetary or performance based, or in each case lack thereof) of any Debtors in these chapter 11 cases, including pursuant to sections 361, 362, 363, 364, 365 or 503 of the Bankruptcy Code, or any similar provision under the Cape Town Convention on International Interests in Mobile Equipment and the Protocol thereto on Matters Specific to Aircraft Equipment, each as opened for signature on November 16, 2001, that arise out of or relate to the Equipment.

6. Following any breach of this Stipulation by the Debtors, the Counterparties may (in addition to their rights pursuant to Section 3(e)(ii)) assert an administrative expense claim against the Debtors, as permitted under the Bankruptcy Code, for any actual damages resulting from such breach. Except in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation, as to which Debtors shall not have any notice or cure period for purposes of

this paragraph 6, to the extent that the Counterparties assert that the Debtors have breached their obligations under any other provision of this Stipulation (the “**Specified Obligations**”), (i) if the Counterparties have actual knowledge of such breach, the Counterparties shall provide the Debtors prompt written notice thereof, (ii) Debtors shall have 30 days to remedy such breach and (iii) if such breach is remedied within such 30-day period, then the Counterparties shall not assert or otherwise be entitled to any administrative expense or priority in payment with respect to a breach of the applicable Specified Obligations. Nothing contained herein shall be deemed to require a Counterparty to provide Debtors with notice of a breach of any of the Specified Obligations if the Counterparty is not actually aware of such breach. In addition, notwithstanding anything herein to the contrary, the Counterparties have and may assert (subject to allowance of the amount of the claim by the Court) each of the following against the Debtors solely as pre-petition (non-administrative priority status expense) claims: (x) any claim that (1) would have been entitled to administrative expense or priority in payment but for this Stipulation and (2) is not payable under this Stipulation, and, (y) any claims for the difference between the rent payments or other obligations payable or performable by the Debtors under the Agreements during the Stipulation Period as compared to the rent payments or other obligations payable or performable by the Debtors under the Agreements (as modified by this Stipulation) during the Stipulation Period. The Counterparties shall have until the later of (1) 30 days after the effective date of rejection of the Agreements or the abandonment of the Equipment and (2) any general claims bar date set by the Court to file a proof of claim for any pre-petition claims, including claims arising out of or relating to the rejection of the Agreements or the abandonment of the Equipment. The Counterparties may file an administrative claim on or before any administrative claim bar date that is set by the Court.

The Debtors and any representative of the Debtors' estates reserve all defenses, rights and remedies with respect to any claim (administrative or otherwise) asserted by any Counterparty.

7. The execution of this Stipulation is not an assumption or cure under any applicable provision of the Bankruptcy Code by the Debtors in respect of the Agreements between the Debtors, as applicable, and the Counterparties. The rights of the Debtors, as applicable, (i) to assume any Agreements under Bankruptcy Code section 365(b)(1), including, without limitation, ascertaining the cure amounts and other obligations required with respect to such assumptions, (ii) to reinstate any Agreement or otherwise leave any Counterparty unimpaired under Bankruptcy Code section 1124, or (iii) to provide the "indubitable equivalent" under Bankruptcy Code section 1129(b)(2)(A)(iii), shall, in each case, be based upon the Agreements (ignoring in their entirety any changes, revisions or modifications to the terms of the Agreements effected by this Stipulation). Debtors agree that they shall not include any Agreement, their rights under such Agreement, or any Equipment as collateral nor grant any lien on such Agreement, their rights under such Agreement or any Equipment under any debtor in possession financing without the prior written consent of the applicable Counterparty. In addition, any currently existing right of the Counterparties to seek adequate protection in the event that any motion could be anticipated to result in the diminution in the value of the Counterparties' Interests in Debtors' property or the Equipment, or to interpose objections to any sale by the Debtors of any property in which the Counterparties have an Interest, are hereby reserved and preserved, as are all of the Debtors' rights, remedies, defenses and objections with respect to any such matters.

8. Except as provided in this Stipulation, all rights of the Parties are hereby reserved and preserved. All rights of the Parties provided in this Stipulation shall survive the termination of the Stipulation.

9. This Stipulation shall be binding, *nunc pro tunc*, as of the Petition Date, upon (i) the Debtors and any trustee or examiner that may be appointed in these chapter 11 cases, and their respective successors and assigns, (ii) the Counterparties and their respective successors and assigns and (with respect to those Counterparties that are trusts or trustees) trust beneficiaries who so direct or authorize the trusts or trustee of the trusts to enter into this Stipulation, and (iii) the trustee in the event that any of the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code.

10. This Stipulation and the Agreements contain the entire agreement among the Parties with respect to the subject matter hereof, and may only be modified in writing, signed by the applicable Parties or their duly appointed agents. In the event of any conflict or inconsistency between any provision of any Agreement, on the one hand, and any provision of this Stipulation, on the other hand, the provisions of this Stipulation shall control.

11. This Stipulation may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. This Stipulation shall be effective immediately upon approval by the Court. The Court shall retain jurisdiction for purposes of resolving any issues arising out of or relating to this Stipulation.

SO ORDERED:

Dated: New York, New York

_____,
2020

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Stipulated and agreed to by:

Dated: New York, New York
_____, 2020

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____

Name:

Title:

By: _____

Name:

Title:

Dated:

_____, 2020

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Security Trustee

By: _____

Name:

Title:

By: _____

Name:

Title:

Dated:

_____, 2020

EXPORT-IMPORT BANK OF THE UNITED
STATES

By: _____

Name:

Title:

By: _____

Name:

Title:

Signature Page to Lessor Stipulation
AMX – Ex-Im (MSNs 36843 and 36844)

Dated:

_____, 2020

MEXICAN AIRCRAFT FINANCE V, LLC, as
Lessor and Issuer

By: _____

Name:

Title:

By: _____

Name:

Title:

Signature Page to Lessor Stipulation
AMX – Ex-Im (MSNs 36843 and 36844)

EXHIBIT A

Counterparties

1. Mexican Aircraft Finance V, LLC, as Lessor and Issuer
2. J.P. Morgan Securities LLC and HSBC Securities (USA) Inc., as Initial Purchasers
3. Wells Fargo Bank, National Association, not in its individual capacity, but solely as Indenture Trustee
4. Wilmington Trust Company, not in its individual capacity, but solely as Security Trustee
5. Export-Import Bank of the United States, as Guarantor
6. Deutsche Bank México S.A., Institución de Banca Múltiple, División Fiduciaria, as Trustee
7. Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance V Purpose Trust, as Pledgor
8. Mexican Aircraft Finance V, Ltd., as Lessor Parent

Equipment

1. One (1) Boeing model 787-8 aircraft bearing manufacturer's serial number 36843 and Mexican registration mark XA-AMX, together with two (2) General Electric Model GENx engines respectively bearing manufacturer's serial numbers 956448 and 956449.
2. One (1) Boeing model 787-8 aircraft bearing manufacturer's serial number 36844 and Mexican registration mark XA-AMR, together with two (2) General Electric Model GENx engines respectively bearing manufacturer's serial numbers 956473 and 956475.

Agreements

1. Participation Agreement dated as of December 18, 2014, among Aerovías de México, S.A. de C.V. as lessee, Mexican Aircraft Finance V, LLC as lessor and issuer, Mexican Aircraft Finance V, Ltd., as lessor parent, Codan Trust Company Limited, not in its individual capacity but solely as trustee of the Mexican Aircraft Finance V Purpose Trust, as pledgor, JPMorgan Chase Bank, National Association, as a guaranteed lender and calculation agent, HSBC Bank USA, N.A., as a guaranteed lender, Wells Fargo Bank, National Association, as indenture trustee, Grupo Aeroméxico, S.A.B. de C.V. and Aerolitoral, S.A. de C.V., as guarantors, Wilmington Trust Company, not in its individual capacity, except as expressly provided therein, but solely as security trustee and Export-Import Bank of the United States.
2. Lease Agreement dated as of December 18, 2014, between Mexican Aircraft Finance V, LLC, as lessor, and Aerovías de México, S.A. de C.V. as lessee.
3. Lease Supplement No. I dated December 19, 2014, between Mexican Aircraft Finance V, LLC, as lessor, and Aerovías de México, S.A. de C.V. as lessee.
4. Lease Supplement No. II dated February 9, 2015, between Mexican Aircraft

- Finance V, LLC, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
5. Indenture dated as of December 18, 2014, between Mexican Aircraft Finance V, LLC, as issuer, JPMorgan Chase Bank, National Association, as guaranteed lender, HSBC Bank USA, N.A., as guaranteed lender, J.P. Morgan Securities LLC and HSBC Securities (USA) Inc., as initial purchasers, Wells Fargo Bank, National Association, not in its individual capacity, but solely as indenture trustee, Wilmington Trust Company, not in its individual capacity, but solely as Security Trustee, and Export-Import Bank of the United States.
 6. Fixed Rate Global Note No. 1 dated March 3, 2015, among Mexican Aircraft Finance V, LLC, Export-Import Bank of the United States, and Wells Fargo Bank, National Association, not in its individual capacity, but solely as indenture trustee.
 7. Note Purchase Agreement dated February 24, 2015, among Mexican Aircraft Finance V, LLC, Aerovías de México, S.A. de C.V., J.P. Morgan Securities LLC, and HSBC Securities (USA) Inc.
 8. Guarantee Agreement dated as of December 18, 2014, between Wells Fargo Bank, National Association, as indenture trustee and Export-Import Bank of the United States.
 9. Any and all other operative documents relating to the Aircraft, including, without limitation, all lease agreements, loan agreements, funding agreements, indentures, all parties agreements, participation agreements, security agreements, intercreditor agreements, guarantee agreements and indemnity agreements, as applicable, and any amendments, supplements, side letters, novations or assignments pertaining to any of the foregoing.

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EXHIBIT B

Term Sheet

<p>1. Interest Rent Payments</p>	<p>As of and from the Petition Date until the termination of the Stipulation Period (as defined in the Stipulation), Lessee shall pay to the Security Trustee (on behalf of Lessor) on each Basic Rent Payment Date (as defined in the Lease) during such period, the amount of [REDACTED] payable on such Basic Rent Payment Date, which [REDACTED] is to be calculated [REDACTED] (which Interest Rent Payments shall be paid [REDACTED]). Lessee shall commence the payments of the Interest Rent Payments on the first Basic Rent Payment Date (as defined in the Lease) following the date of approval of the Stipulation by the Bankruptcy Court (the "<u>Court Approval</u>"), <i>provided</i> that all Interest Rent Payments payable on each [REDACTED] shall be paid by Lessee [REDACTED];</p> <p><i>provided further</i> that, in any case, [REDACTED].</p> <p>All Interest Rent Payments (including [REDACTED]) shall be subject to receipt by the Lessee from the Counterparties of an invoice and a calculation in reasonable detail in respect of such payment no later than three (3) Business Days prior to the corresponding due date.</p>
<p>2. [REDACTED] Payment</p>	<p>i. The [REDACTED] rate for each relevant component of Equipment shall be the rate set forth in the table on Schedule 1 hereto under the column designated for such component opposite the corresponding equipment type (the "<u>[REDACTED] Rate</u>").</p> <p>ii. For each component of Equipment [REDACTED], the Lessee shall, in accordance with paragraph 2(iii) below, pay to the Security Trustee (on behalf of the Lessor) an amount (the "<u>[REDACTED] Payment</u>") equal to the [REDACTED] Rate corresponding to such component, multiplied by the [REDACTED]; <i>provided</i> that for purposes of this calculation:</p> <p>a. subject to clause (b) below, [REDACTED]; and</p> <p>b. notwithstanding clause (a) above, [REDACTED].</p> <p>iii. If [REDACTED], the Lessee will make the</p>

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	<p>[REDACTED] Payment to the Security Trustee (on behalf of the Lessor) on the latest of: (x) [REDACTED], (y) [REDACTED] and (z) three (3) Business Days after the Lessee receives the Counterparties' invoice for the [REDACTED] Payment; <i>provided</i> that, in any case, the outstanding [REDACTED] Payment not theretofore paid by the Debtors shall be due and payable upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree). If [REDACTED], the Lessee will make the [REDACTED] Payment to the Security Trustee (on behalf of the Lessor) upon [REDACTED] (or such later date as the Debtors and the Counterparties may agree); <i>provided</i>, for the avoidance of doubt, that if [REDACTED], the [REDACTED] Payment shall be made at [REDACTED]. If [REDACTED], the Lessee will make the [REDACTED] Payment upon [REDACTED]. In any such case, the Counterparties shall have the right to assert an administrative expense claim against the Debtors as permitted under the Bankruptcy Code in respect of the [REDACTED] Payment due and payable in accordance with the terms hereof. The [REDACTED] Payment shall be entitled to administrative priority as an "actual, necessary cost" of preserving the estates pursuant to section 503(b)(1) of the Bankruptcy Code.</p> <p>iv. In the event that the Debtors assume the Agreements, whether in their original form or amended, or enter into a new lease agreement with the Counterparties, the [REDACTED] Payment while [REDACTED] will be accounted for purposes of [REDACTED] in the relevant agreement and/or under terms as set forth in an agreement mutually agreed upon by the parties.</p>
3. Utilization Statement	<p>As soon as available and in any event within fifteen (15) days after the end of each calendar month during the Stipulation Period, the Lessee shall deliver a statement to the Security Trustee specifying the utilization of each relevant component of the Equipment during such calendar month, substantially in the form of Schedule 2 hereto (the "<u>Utilization Statement</u>"); <i>provided</i> that the Utilization Statements for July 2020, August 2020 and September 2020 shall be delivered no later than October 25, 2020.</p>
4. Payment Account	<p>All amounts due hereunder from the Lessee shall be paid to such account of the Security Trustee as the Security Trustee may provide in writing to the Lessee and shall be applied in accordance with the distribution and waterfall provisions of the</p>

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	applicable Agreements.
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Schedule 1 to Exhibit B

[REDACTED] Rates

[REDACTED] Rates	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USD Per:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
737-800W	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	\$	\$	\$	\$	\$	\$
787-8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Exhibit C

Certain Definitions

“Excluded Maintenance” means [REDACTED]. For avoidance of doubt, [REDACTED] shall not be deemed Excluded Maintenance.

“Excluded Obligations” means (i) Excluded Maintenance, (ii) Excluded Return Obligations, (iii) [REDACTED]. For the avoidance of doubt, no commitment is being made as part of the Stipulation to cure or remedy any outstanding defaults or events of default that may exist under any Agreement prior to the effectiveness of the Stipulation, but Debtors shall be obligated to [REDACTED].

“Excluded Return Obligations” means [REDACTED], but notwithstanding the foregoing the Debtors shall comply with paragraph 4 of the Stipulation with respect to such Equipment.

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EXHIBIT D

Technical Records

1. The Lessee will:
 - (i) [REDACTED];
 - (ii) [REDACTED]; and
 - (iii) [REDACTED].
2. If [REDACTED], the Lessee will [REDACTED].

Summary report: Litera® Change-Pro for Word 10.10.0.103 Document comparison done on 11/10/2020 6:09:26 PM	
Style name: 2 W&C Standard Set	
Intelligent Table Comparison: Active	
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Delete	15
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Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	33