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*Counsel to the Debtors*
*and Debtors in Possession*

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

| | |
|---|---|
| **In re:** | **Chapter 11** |
| **GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,** | **Case No. 20-11563 (SCC)** |
| **Debtors.**[1] | **(Jointly Administered)** |

**CERTIFICATE OF NO OBJECTION UNDER 28 U.S.C. § 1746 REGARDING MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. §§ 363(b) AND 105(a) AND FED. R. BANKR. P. 9019(a) AUTHORIZING ENTRY INTO AGREEMENTS ESTABLISHING NEW LABOR CONDITIONS WITH ASPA, ASSA, STIA, AND INDEPENDENCIA**

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 *Motion of the Debtors for Entry of an Order Pursuant to 11*

[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.

*U.S.C. §§ 363(b) and 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry Into Agreements Establishing New Labor Conditions with ASPA, ASSA, STIA, and Independencia* [ECF No. 1058] (the "**Motion**"), filed April 6, 2021, were due no later than April 16, 2021, at 12:00 p.m. (prevailing Eastern Time) (the "**Objection Deadline**"). The Objection Deadline was extended for the Ad Hoc Group of Senior Noteholders and the Official Committee of Unsecured Creditors to April 19, 2021 at 12:00 p.m. (prevailing Eastern Time). 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, 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 other than the *Statement of the Official Committee of Unsecured Creditors in Support of the Motion of the Debtors for Entry of an Order Pursuant to 11 U.S.C. §§ 363(b) and 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry Into Agreements Establishing New Labor Conditions with ASPA, ASSA, STIA, and Independencia* [ECF No. 1082], filed April 19, 2021.

3. **PLEASE TAKE NOTICE** that the Debtors hereby file a revised proposed order attached hereto as **Exhibit A** (the "**Revised Proposed Order**").

4. **PLEASE TAKE FURTHER NOTICE** that a comparison between the Revised Proposed Order and the proposed final order filed with the Motion is attached hereto as **Exhibit B**.

5. Accordingly, the Debtors respectfully request that the Court enter the proposed

order, a copy of which is attached hereto as **Exhibit A**, granting the relief requested in the Motion in accordance with the procedures described in the Case Management Order.

*[Remainder of page intentionally left blank]*

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

Dated: April 20, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: */s/ Timothy Graulich*

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

*Counsel to the Debtors*
*and Debtors in Possession*

**Exhibit A**

**Revised Proposed Order**

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

| | |
|---|---|
| **In re:** | **Chapter 11** |
| **GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,** | **Case No. 20-11563 (SCC)** |
| **Debtors.**[1] | **(Jointly Administered)** |

**ORDER PURSUANT TO 11 U.S.C. §§ 363(b), 105(a) AND FED. R. BANKR. P. 9019(a) AUTHORIZING ENTRY INTO NEW AGREEMENTS ESTABLISHING NEW LABOR CONDITIONS WITH ASPA, ASSA, STIA, AND INDEPENDENCIA**

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 proceedings (collectively, the "**Debtors**"), pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019, for an order (this "**Order**") requesting authorization for the Debtors' entry into agreements establishing new labor conditions under the Debtors' collective bargaining agreements, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and Amended Standing Order of Reference M-431, dating January 21, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of

[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.

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

the Motion having been provided in accordance with the Court's Case Management Order dated July 8, 2020 [ECF No. 79], and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion and the papers in support thereof establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**:

1. The relief requested in the Motion is hereby granted as set forth herein.

2. The Debtors are authorized to enter into the New CBAs and such other documents as are necessary for the implementation thereof, (including, without limitation, documents relating to the profit sharing arrangements) and perform all their obligations thereunder (including, without limitation, payment of the Deferred ASPA Compensation) and to take such actions as may be necessary in connection with or in furtherance thereof.

3. Nothing in the New CBAs or this Order shall alter the order or priority of any claim under the Bankruptcy Code or shall convert any pre-petition or unsecured claim into a priority claim, secured claim, postpetition claim or administrative expense claim. Except as expressly provided for in the New CBAs or in this Order, the Unions and the Debtors shall retain rights available to them under chapter 11 of the Bankruptcy Code or otherwise.

4. Other than the obligation to comply with the New CBAs, neither the Unions nor the Debtors shall have any liability to any creditor or party in interest as a result of their entry into and performance under the New CBAs or the Prepetition CBAs as modified by the New CBAs or the Bankruptcy Protection Covenant, the latter of which is in the form attached hereto as **Annex 1**.

5. ASPA shall be entitled to allowed general, non-priority unsecured claims (the "**ASPA Claims**") in these chapter 11 proceedings that are not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise. Such claims are hereby allowed in the amount of (a) $268,050,000.00 against Debtor Aerovías de México, S.A. de C.V. ("**Aerovías**") and (b) $48,410,000.00 against Debtor Aerolitoral, S.A. de C.V. ("**Aeroméxico Connect**"). ASPA shall not file additional claims or be entitled to any additional allowed amounts on account of previously-filed claims. Any previously-filed or other claims, whether asserted or not asserted, contingent or non-contingent, liquidated or unliquidated, or otherwise, purportedly held by ASPA against the Debtors other than as provided in this Order shall be deemed waived.

6. STIA shall be entitled to an allowed general, non-priority unsecured claim (the "**STIA Claim**") in these chapter 11 proceedings that is not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise; provided that STIA shall adhere to the requirements and conditions of the Bankruptcy Protection Covenant applicable to ASPA, *mutatis mutandis* (including, without limitation, to vote in favor of a Complying Plan). Such claim is hereby allowed in the amount of $7,340,000.00 against Debtor Aeroméxico Connect. STIA shall not file additional claims or be entitled to any additional allowed amounts on account of previously-filed claims. Any previously-

filed or other claims, whether asserted or not asserted, contingent or non-contingent, liquidated or unliquidated, or otherwise, purportedly held by STIA against the Debtors other than as provided in this Order shall be deemed waived.

7. ASSA shall be entitled to an allowed general, non-priority unsecured claim (the "**ASSA Claim**") in these chapter 11 proceedings that is not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise; provided that ASSA shall adhere to the requirements and conditions of the Bankruptcy Protection Covenant applicable to ASPA, *mutatis mutandis* (including, without limitation, to vote in favor of a Complying Plan). Such claim is hereby allowed in the amount of $126,790,000.00 against Debtor Aerovías. ASSA shall not file additional claims or be entitled to any additional allowed amounts on account of previously-filed claims. Any previously-filed or other claims, whether asserted or not asserted, contingent or non-contingent, liquidated or unliquidated, or otherwise, purportedly held by ASSA against the Debtors other than as provided in this Order shall be deemed waived.

8. Independencia shall be entitled to allowed general, non-priority unsecured claims (the "**Independencia Claims**," and collectively with the ASPA Claims, the STIA Claim, and the ASSA Claim, the "**Union Claims**") in these chapter 11 proceedings that are not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise; provided that Independencia shall adhere to the requirements and conditions of the Bankruptcy Protection Covenant applicable to ASPA, *mutatis mutandis,* (including, without limitation, to vote in favor of a Complying Plan). Such claims are hereby allowed in the amount of (a) $44,090,000.00 against Aerovías, (b) $2,530,000.00 against Aeroméxico Connect and (c) $1,110,000.00 against Debtor Aerovías Empresa de

Cargo, S.A. de C.V.. Independencia shall not file additional claims or be entitled to any additional allowed amounts on account of previously-filed claims. Any previously-filed or other claims, whether asserted or not asserted, contingent or non-contingent, liquidated or unliquidated, or otherwise, purportedly held by Independencia against the Debtors other than as provided in this Order shall be deemed waived.

9. In the event that, prior to the record date for initial distributions to general unsecured creditors in the class that includes Independencia under the chapter 11 plan for the Debtors, any Mexican governmental authority takes any action having the force of law (a "**Labor Law Change**") or publishes a Labor Law Change, in each case that prohibits, in whole or in part, the Debtors from outsourcing activities of the type that were required to be performed by Independencia, its members, or their affiliates under the Prepetition CBAs, including, but not limited to, ground operation services, ramp services, airport counter staff services, flight dispatch services and traffic services (collectively, the "**Outsourcing Activities**"), then, in such case, the portion of the allowed general, non-priority unsecured claims granted to Independencia hereunder that related to the Outsourcing Activities shall be reduced (with such reduction to be applied against the Debtor entity that was expected to receive the benefit of the relevant Outsourcing Activity) in an amount, as reasonably determined by the Debtors acting in good faith and in consultation with Apollo Management Holdings, L.P. (on behalf of one or more affiliates and/or funds or separate accounts managed by Apollo Management Holdings, L.P.), the Committee, the Ad Hoc Group and Independencia, equal to the present value of the Outsourcing Activities anticipated to be performed, as a result of such Labor Law Change,

by Independencia, its members, or their affiliates during the term of Independencia's New CBAs.

10. Provided that the holder of a Union Claim is in compliance with the Bankruptcy Protection Covenant and this Order, that Union Claim shall be entitled to no less favorable treatment under any plan of reorganization confirmed in these Chapter 11 cases than the treatment afforded to any other pre-petition general unsecured non-priority claim against the applicable Debtor (other than "convenience class" claims, if any).

11. The consideration agreed to in this Order and the Bankruptcy Protection Covenant is in complete satisfaction of any and all claims and rights of ASPA, STIA, ASSA and Independencia, including any and all claims that might have been asserted by Independencia against non-debtor affiliate of the Debtors, Sistemas Integrados de Soporte Terrestre en México, S.A. de C.V.

12. The obligations under this Order and the Bankruptcy Protection Covenant (including, without limitation, the obligation to vote claims in favor of a Complying Plan) shall be binding on the Debtors, the Unions, each successor or assignee, or the transferee of the claims allowed pursuant to this Order.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

14. The provisions and effect of this Order shall survive the conversion, dismissal and/or closing of these Chapter 11 Cases, appointment of a trustee herein, confirmation of a plan of reorganization, and/or the substantive consolidation of these Chapter 11 Cases with any other case or cases.

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

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

17. 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.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

# ANNEX 1

## Bankruptcy Protection Covenant

**Amended and Restated Bankruptcy Protection Covenant entered on April 6, 2021, among Grupo Aeromexico, Aerovias and Aerolitoral**
**and**
**Asociación Sindical de Pilotos Aviadores de México**

## RECITALS

On February 2, 2021, Grupo Aeroméxico, S.A.B. de C.V., Aerovías de México, S.A. de C.V., and Aerolitoral, S.A. de C.V. (jointly, the "Company") and the Asociación Sindical de Pilotos Aviadores de México ("ASPA", and together with the Company, the "Parties") entered into that certain Bankruptcy Protection Covenant ("BPC").

The Parties agree to amend and restate the BPC as set forth below:

## CLAUSES

**FIRST.-** The Parties hereby agree to fully amend and restate the BPC as follows:

"The modifications to the collective labor agreement between Grupo Aeromexico, Aerovias and Aerolitoral (the "Company") and the Asociación Sindical de Pilotos Aviadores de México ("ASPA") (such agreement, the "CLA", and such modifications, the "Modifications") reached in connection with the Company's Bankruptcy Transformation Plan and embodied in (name of modification agreement) were agreed to in furtherance of the Company's effort to restructure its capital structure and operations and successfully reorganize through Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), and in consideration of the agreements in this "Bankruptcy Protection Covenant," herein described as the "Bankruptcy Restructuring Agreement."

This Bankruptcy Protection Covenant is an essential element of the Modifications and of the Bankruptcy Restructuring Agreement and shall become effective only when the Bankruptcy Restructuring Agreement becomes effective (the "Effective Date") and shall terminate (other than with respect to the termination consideration specified in paragraph 6(b) hereof) only when the Bankruptcy Restructuring Agreement terminates. This Bankruptcy Protection Covenant will be binding on any Chapter 11 trustee appointed in the Company's present bankruptcy cases (*In re Grupo Aeromexico., et al.*, administered under case No. 20-11563 (Bankr. S.D.N.Y.) (the "Bankruptcy Cases")) or other entity operating with the equivalent authority of a Chapter 11 trustee.

The Company and ASPA agree that:

1) Assumption and Protection. The applicable Company entity will assume the CLA as modified by the Bankruptcy Restructuring Agreement and this Bankruptcy Protection Covenant under a Plan of Reorganization (a "Plan").

2) Exculpation. The Company agrees that it will not propose or support any Plan that does not contain an exculpation or release provision for ASPA and each of its current or former officers (in each case that were officers at any time during the Chapter 11 proceeding of the Debtors), committee members, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives at least as favorable, to the extent permitted by applicable law, as any exculpation or release provisions provided for the Company's officers, directors, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives.

3) Indemnification. The Company will indemnify and hold harmless ASPA, its officers, agents, employees, counsel, and representatives (each an "indemnitee") from fifty percent of any liability, loss, damages, fines, penalties and costs (not including any income or excise taxes or similar amounts imposed by any governmental agency) resulting from any and all third party claims, lawsuits, or administrative charges of any sort whatsoever, including fifty percent of the reasonable attorney's fees and costs, arising in connection with matters relating to, concerning or connected to the negotiation or establishment of (a) the Bankruptcy Restructuring Agreement, including this Bankruptcy Protection Covenant, and (b) any other document or agreement forming part of the Bankruptcy Restructuring Agreement and/or the Modifications. This fifty-percent sharing agreement will exist until ASPA's financial exposure reaches $2.5 million dollars. Any exposure exceeding $2.5 million dollars will be the responsibility of the Company. Such indemnification and hold harmless obligation will not apply to: 1) any claim, lawsuit or administrative charge resulting from the willful or intentional conduct of any indemnitee; 2) any claim, lawsuit or administrative charge asserting that ASPA violated its bylaws or other organizational requirements by entering into the amendments; 3) any claim, lawsuit or administrative charge resulting from any statement made by any indemnitee that incorrectly describes the Modifications; 4) any claim, lawsuit or administrative charge related to allocation among pilots represented by ASPA of the Allowed ASPA Bankruptcy Claim or any proceeds received on account of the Allowed ASPA Bankruptcy Claim or 5) any claim, lawsuit or administrative charge related to any disposition by ASPA or pilots represented by ASPA to third parties of the Allowed ASPA Bankruptcy Claim or any proceeds received on account of the Allowed ASPA Bankruptcy Claim. An indemnitee seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within seven business days of the indemnitee learning of the claim, lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company's choosing and enter a settlement of such matter. The Company will consider the wishes of the indemnitee in connection with the matters described in the foregoing sentence.

4) Allowed ASPA Bankruptcy Claim. (a) Upon the effective date of the Bankruptcy Restructuring Agreement, ASPA will have an allowed general, non-priority unsecured claim not subject to reconsideration under Section 502 or otherwise in the amount of the Allowed ASPA Bankruptcy Claim, in respect of the concessions made by ASPA and savings to the Company resulting from achievement of consensual Modifications to the CLA. The nominal amount of savings for which ASPA is entitled to have a claim is **$390,811,501.57** (which together with any other allowed pre-petition claims already filed by ASPA against Aerovias and Aerolitoral as of the date hereof (for **$25,904,825.06)**, if any, adds to a total of **$416,716,326.63** (together,

the "**ASPA Bankruptcy Claim**"). When discounted to present value and accounting for proration, the ASPA Bankruptcy Claim is adjusted to, and shall be allowed in the net amount of, **$316,460,000.00** (the "**Allowed ASPA Bankruptcy Claim**").

The Parties hereunder agree that ASPA shall only be entitled to the Allowed ASPA Bankruptcy Claim that is not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise. Therefore, the Parties agree that (i) ASPA shall not file additional claims (ii) ASPA shall not be entitled to any additional allowed amounts on account of previously-filed claims other than as accounted for in the Allowed ASPA Bankruptcy Claim, and (iii) any previously-filed or other claims purportedly held by ASPA against the Company (directly or indirectly), other than the Allowed ASPA Bankruptcy Claim, shall be deemed waived pursuant to the 363 Order.

To the extent not inconsistent with applicable Law, ASPA will have the authority to determine the manner of allocation among pilots on account of the Allowed ASPA Bankruptcy Claim, including the allocation of equity securities on account of the Allowed ASPA Bankruptcy Claim, provided that the allocation is reasonable and lawful.

The Plan will treat the Allowed ASPA Bankruptcy Claim no less favorably than any other pre-petition general unsecured non-priority claim against the applicable debtor (other than de minimis "convenience class" claims). Provided that the requirement of the preceding sentence is satisfied, nothing herein shall restrict the Company's ability to classify claims as permitted by law.

5) Plan of Reorganization. The Company will not propose or support any Plan unless such Plan contains the terms specified in subparagraphs (a) – (c) below (the "ASPA Plan Terms" and a Plan containing all of the ASPA Plan Terms, a "Complying Plan"). The Company will oppose any proposed Plan that does not contain the ASPA Plan Terms. ASPA will support a Complying Plan proposed by the Company (including, without limitation, by voting in favor of a Complying Plan), subject to ASPA's fiduciary obligations as a member of the Official Committee of Unsecured Creditors. The ASPA Plan Terms are:

   a) The Plan will treat the Allowed ASPA Bankruptcy Claim as an allowed general unsecured non-priority claim not subject to reconsideration under Section 502 of the Bankruptcy Code.

   b) The Plan will treat the Allowed ASPA Bankruptcy Claim no less favorably than any other pre-petition general unsecured non-priority claim against the applicable debtor (other than de minimis "convenience class" claims). Provided that the requirement of the preceding sentence is satisfied, nothing herein shall restrict the Company's ability to classify claims as permitted by law.

   c) The Plan will contain the assumption terms specified in paragraph 1 of this Bankruptcy Protection Covenant.

6) Termination of Agreement. ASPA may deliver a notice (a "Non-Complying Plan Notice") in the event that (i) the Company proposes or supports a Plan that does not contain the ASPA

Plan Terms or (ii) the bankruptcy court having jurisdiction over the Bankruptcy Cases (the "Bankruptcy Court") approves a disclosure statement concerning a Plan that does not contain the ASPA Plan Terms. Such notice will identify the areas of non-compliance and must be received by the Company no more than seven (7) business days after bankruptcy court approval of the disclosure statement for the relevant Plan (or no more than seven (7) business days after any material amendment to the Plan after approval of the disclosure statement). All issues raised in such notice shall be subject to the exclusive jurisdiction of the Bankruptcy Court. If a Non-Complying Plan Notice is timely delivered and not withdrawn by ASPA, the Bankruptcy Restructuring Agreement (including this Bankruptcy Protection Covenant) will terminate upon confirmation of the relevant Plan, unless the Bankruptcy Court determines that the Plan is a Complying Plan. In the case of a termination pursuant to the preceding sentence, (a) the parties will be governed by the terms of their CLA as in existence prior to the Bankruptcy Restructuring Agreement and (b) ASPA will receive an administrative expense claim under section 503(b) of the Bankruptcy Code equal to the labor cost savings under the Bankruptcy Restructuring Agreement from the Effective Date through the date of such termination.

7) Actions. The Company and ASPA will take the following actions in the Bankruptcy Cases:

   a) The Company will, with the full and active support of ASPA, file and prosecute a motion for approval of the Company entering into the Bankruptcy Restructuring Agreement, under section 363 of the Bankruptcy Code and Rule 9019 of the Bankruptcy Rules and any other applicable sections thereto. Both the motion and the proposed order attached thereto (the "363 Order") shall be in form and substance reasonably acceptable to ASPA;

   b) The Company will provide, to the extent reasonably practicable, ASPA's counsel with copies of, and a reasonable opportunity to comment on, all motions, applications, proposed orders, pleadings and supporting papers prepared by the Company for filing with the Bankruptcy Court relating to court approval of it entering the Bankruptcy Restructuring Agreement; and

   c) Both the Company and ASPA will use their reasonable business efforts to obtain the support of the Official Committee of Unsecured Creditors and other parties and stakeholders for this Bankruptcy Restructuring Agreement, and to seek entry of the 363 Order.

8) Bankruptcy Court Jurisdiction. The Company and ASPA agree that the Bankruptcy Court will retain jurisdiction over all matters arising from or related to the Bankruptcy Protection Covenant and the 363 Order."

**SECOND.-** This amended and restated BPC is effective as of the date set forth below.

**THIRD.-** The Company and ASPA agree that the Bankruptcy Court will retain jurisdiction over all matters arising from or related to this amended and restated Bankruptcy Protection Covenant.

Agreed this 6th day of April, 2021.

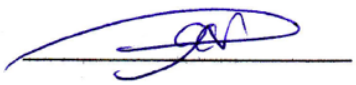
***[Signature page of the Amended and Restated Bankruptcy Protection Covenant entered on April 6, 2021, among Grupo Aeromexico, Aerovias and Aerolitoral and Asociación Sindical de Pilotos Aviadores de México]***

**Asociación Sindical de Pilotos Aviadores de México:**



_____
Cap. Martin Rafael Diaz Covarrubias
**Secretario General**

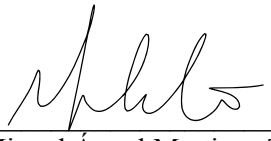
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Cap. Jesús Abdala Babún
**Secretario de Trabajo y Conflictos**



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Cap. Felipe Mario Castro Vega
**Sub Secretario de Trabajo y Conflictos**



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Cap. Mario Manuel Sánchez Carballar
**Presidente Delegación Aerolitoral**

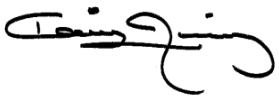


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Cap. Miguel Ángel Martinez Torres
**Presidente Delegación Aerovías de México**

***[Signature page of the Amended and Restated Bankruptcy Protection Covenant entered on April 6, 2021, among Grupo Aeromexico, Aerovias and Aerolitoral and Asociación Sindical de Pilotos Aviadores de México]***

**Grupo Aeroméxico, S.A.B. de C.V.**
**Aerovías de México, S.A. de C.V.**
**Aerolitoral, S.A. de C.V.:**

_____
Sergio Alfonso Allard Barroso
**Vicepresidente Ejecutivo Legal y Relaciones Institucionales**



_____
Claudia Angélica Cervantes Muñoz
**Vicepresidente de Legal, Cumplimiento y Relaciones Laborales**

_____
Juan Nicolas Rhoads Fontanot
**Vicepresidente de Planeación de Tripulaciones**

**Exhibit B**

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

| | |
|---|---|
| **In re:** | **Chapter 11** |
| **GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,** | **Case No. 20-11563 (SCC)** |
| **Debtors.**[1] | **(Jointly Administered)** |

**ORDER PURSUANT TO 11 U.S.C. §§ 363(b), 105(a) AND FED. R. BANKR. P. 9019(a) AUTHORIZING ENTRY INTO NEW AGREEMENTS ESTABLISHING NEW LABOR CONDITIONS WITH ASPA, ASSA, STIA, AND INDEPENDENCIA**

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 proceedings (collectively, the "**Debtors**"), pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019, for an order (this "**Order**") requesting authorization for the Debtors' entry into agreements establishing new labor conditions under the Debtors' collective bargaining agreements, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and Amended Standing Order of Reference M-431, dating January 21, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and

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

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

sufficient notice of the Motion having been provided in accordance with the Court's Case Management Order dated July 8, 2020 [ECF No. 79], and it appearing that no other or further notice need be provided; and the Court having ~~held a hearing to consider the relief requested in the Motion (the "**Hearing**"); and the appearances of all interested parties having been noted in the record of the Hearing; and upon all of the proceedings had before the Court; and for the reasons stated in the record of the Hearing; and the Court having~~ found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion and the papers in support thereof establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**:

1. The relief requested in the Motion is hereby granted as set forth herein.

2. The Debtors are authorized to enter into the New CBAs and such other documents as are necessary for the implementation thereof, (including, without limitation, documents relating to the profit sharing arrangements) and perform all their obligations thereunder (including, without limitation, payment of the Deferred ASPA Compensation) and to take such actions as may be necessary in connection with or in furtherance thereof.

3. Nothing in the New CBAs or this Order shall alter the order or priority of any claim under the Bankruptcy Code or shall convert any pre-petition or unsecured claim into a priority claim, secured claim, postpetition claim or administrative

expense claim. Except as expressly provided for in the New CBAs or in this Order, the Unions and the Debtors shall retain rights available to them under chapter 11 of the Bankruptcy Code or otherwise.

4. Other than the obligation to comply with the New CBAs, neither the Unions nor the Debtors shall have any liability to any creditor or party in interest as a result of their entry into and performance under the New CBAs or the Prepetition CBAs as modified by the New CBAs or the Bankruptcy Protection Covenant, the latter of which is in the form attached hereto as **Annex 1**.

5. ASPA shall be entitled to ~~an~~ allowed general, non-priority unsecured ~~claim~~claims (the "**ASPA Claims**") in these chapter 11 proceedings ~~in the amount of $316,460,000.00 that is~~that are not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise. Such claims are hereby allowed in the amount of (a) $268,050,000.00 against Debtor Aerovías de México, S.A. de C.V. ("**Aerovías**") and (b) $48,410,000.00 against Debtor Aerolitoral, S.A. de C.V. ("**Aeroméxico Connect**"). ASPA shall not file additional claims or be entitled to any additional allowed amounts on account of previously-filed claims. Any previously-filed or other claims, whether asserted or not asserted, contingent or non-contingent, liquidated or unliquidated, or otherwise, purportedly held by ASPA against the Debtors other than as provided in this Order shall be deemed waived.

6. STIA shall be entitled to an allowed general, non-priority unsecured claim (the "**STIA Claim**") in these chapter 11 proceedings ~~in the amount of $7,340,000.00~~ that is not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise; provided that STIA shall adhere to the requirements and conditions of

the Bankruptcy Protection Covenant applicable to ASPA, *mutatis mutandis* (including, without limitation, to vote in favor of a Complying Plan). Such claim is hereby allowed in the amount of $7,340,000.00 against Debtor Aeroméxico Connect. STIA shall not file additional claims or be entitled to any additional allowed amounts on account of previously-filed claims. Any previously-filed or other claims, whether asserted or not asserted, contingent or non-contingent, liquidated or unliquidated, or otherwise, purportedly held by STIA against the Debtors other than as provided in this Order shall be deemed waived.

7. ASSA shall be entitled to an allowed general, non-priority unsecured claim (the "**ASSA Claim**") in these chapter 11 proceedings ~~in the amount of $126,790,000.00~~ that is not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise; provided that ASSA shall adhere to the requirements and conditions of the Bankruptcy Protection Covenant applicable to ASPA, *mutatis mutandis* (including, without limitation, to vote in favor of a Complying Plan). Such claim is hereby allowed in the amount of $126,790,000.00 against Debtor Aerovías. ASSA shall not file additional claims or be entitled to any additional allowed amounts on account of previously-filed claims. Any previously-filed or other claims, whether asserted or not asserted, contingent or non-contingent, liquidated or unliquidated, or otherwise, purportedly held by ASSA against the Debtors other than as provided in this Order shall be deemed waived.

8. Independencia shall be entitled to ~~an~~ allowed general, non-priority unsecured ~~claim~~claims (the "**Independencia Claims**," and collectively with the ASPA Claims, the STIA Claim, and the ASSA Claim, the "**Union Claims**") in these chapter 11

proceedings ~~in the amount of $47,740,000.00~~ that ~~is~~are not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise; provided that Independencia shall adhere to the requirements and conditions of the Bankruptcy Protection Covenant applicable to ASPA, *mutatis mutandis,* (including, without limitation, to vote in favor of a Complying Plan). Such claims are hereby allowed in the amount of (a) $44,090,000.00 against Aerovías, (b) $2,530,000.00 against Aeroméxico Connect and (c) $1,110,000.00 against Debtor Aerovías Empresa de Cargo, S.A. de C.V.. Independencia shall not file additional claims or be entitled to any additional allowed amounts on account of previously-filed claims. Any previously-filed or other claims, whether asserted or not asserted, contingent or non-contingent, liquidated or unliquidated, or otherwise, purportedly held by Independencia against the Debtors other than as provided in this Order shall be deemed waived.

9. In the event that, prior to the record date for initial distributions to general unsecured creditors in the class that includes Independencia under the chapter 11 plan for the Debtors, any Mexican governmental authority takes any action having the force of law (a "**Labor Law Change**") or publishes a Labor Law Change, in each case that prohibits, in whole or in part, the Debtors from outsourcing activities of the type that were required to be performed by Independencia, its members, or their affiliates under the Prepetition CBAs, including, but not limited to, ground operation services, ramp services, airport counter staff services, flight dispatch services and traffic services (collectively, the "**Outsourcing Activities**"), then, in such case, the portion of the allowed general, non-priority unsecured claims granted to Independencia hereunder that related to the Outsourcing Activities shall be reduced (with such reduction to be applied against the

Debtor entity that was expected to receive the benefit of the relevant Outsourcing Activity) in an amount, as reasonably determined by the Debtors acting in good faith and in consultation with Apollo Management Holdings, L.P. (on behalf of one or more affiliates and/or funds or separate accounts managed by Apollo Management Holdings, L.P.), the Committee, the Ad Hoc Group and Independencia, equal to the present value of the Outsourcing Activities anticipated to be performed, as a result of such Labor Law Change, by Independencia, its members, or their affiliates during the term of Independencia's New CBAs.

10. Provided that the holder of a Union Claim is in compliance with the Bankruptcy Protection Covenant and this Order, that Union Claim shall be entitled to no less favorable treatment under any plan of reorganization confirmed in these Chapter 11 cases than the treatment afforded to any other pre-petition general unsecured non-priority claim against the applicable Debtor (other than "convenience class" claims, if any).

11. ~~9.~~ The consideration agreed to in this Order and the Bankruptcy Protection Covenant is in complete satisfaction of any and all claims and rights of ASPA, STIA, ASSA and Independencia, including any and all claims that might have been asserted by Independencia against non-debtor affiliate of the Debtors, Sistemas Integrados de Soporte Terrestre en México, S.A. de C.V.

12. ~~10.~~ The obligations under this Order and the Bankruptcy Protection Covenant (including, without limitation, the obligation to vote claims in favor of a Complying Plan) shall be binding on the Debtors, the Unions, each successor or assignee, or the transferee of the claims allowed pursuant to this Order.

13. ~~11.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

14. ~~12.~~ The provisions and effect of this Order shall survive the conversion, dismissal and/or closing of these Chapter 11 Cases, appointment of a trustee herein, confirmation of a plan of reorganization, and/or the substantive consolidation of these Chapter 11 Cases with any other case or cases.

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

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

17. ~~15.~~ 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.

Dated: _____, 2021
New York, New York

_____
THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

**ANNEX 1**

**Bankruptcy Protection Covenant**

**Amended and Restated Bankruptcy Protection Covenant entered on April 6, 2021, among Grupo Aeromexico, Aerovias and Aerolitoral**
**and**
**Asociación Sindical de Pilotos Aviadores de México**

## RECITALS

On February 2, 2021, Grupo Aeroméxico, S.A.B. de C.V., Aerovías de México, S.A. de C.V., and Aerolitoral, S.A. de C.V. (jointly, the "Company") and the Asociación Sindical de Pilotos Aviadores de México ("ASPA", and together with the Company, the "Parties") entered into that certain Bankruptcy Protection Covenant ("BPC").

The Parties agree to amend and restate the BPC as set forth below:

## CLAUSES

**FIRST.-** The Parties hereby agree to fully amend and restate the BPC as follows:

"The modifications to the collective labor agreement between Grupo Aeromexico, Aerovias and Aerolitoral (the "Company") and the Asociación Sindical de Pilotos Aviadores de México ("ASPA") (such agreement, the "CLA", and such modifications, the "Modifications") reached in connection with the Company's Bankruptcy Transformation Plan and embodied in (name of modification agreement) were agreed to in furtherance of the Company's effort to restructure its capital structure and operations and successfully reorganize through Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), and in consideration of the agreements in this "Bankruptcy Protection Covenant," herein described as the "Bankruptcy Restructuring Agreement."

This Bankruptcy Protection Covenant is an essential element of the Modifications and of the Bankruptcy Restructuring Agreement and shall become effective only when the Bankruptcy Restructuring Agreement becomes effective (the "Effective Date") and shall terminate (other than with respect to the termination consideration specified in paragraph 6(b) hereof) only when the Bankruptcy Restructuring Agreement terminates. This Bankruptcy Protection Covenant will be binding on any Chapter 11 trustee appointed in the Company's present bankruptcy cases (*In re Grupo Aeromexico., et al.*, administered under case No. 20-11563 (Bankr. S.D.N.Y.) (the "Bankruptcy Cases")) or other entity operating with the equivalent authority of a Chapter 11 trustee.

The Company and ASPA agree that:

1) Assumption and Protection. The applicable Company entity will assume the CLA as modified by the Bankruptcy Restructuring Agreement and this Bankruptcy Protection Covenant under a Plan of Reorganization (a "Plan").

2) Exculpation. The Company agrees that it will not propose or support any Plan that does not contain an exculpation or release provision for ASPA and each of its current or former officers (in each case that were officers at any time during the Chapter 11 proceeding of the Debtors), committee members, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives at least as favorable, to the extent permitted by applicable law, as any exculpation or release provisions provided for the Company's officers, directors, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives.

3) Indemnification. The Company will indemnify and hold harmless ASPA, its officers, agents, employees, counsel, and representatives (each an "indemnitee") from fifty percent of any liability, loss, damages, fines, penalties and costs (not including any income or excise taxes or similar amounts imposed by any governmental agency) resulting from any and all third party claims, lawsuits, or administrative charges of any sort whatsoever, including fifty percent of the reasonable attorney's fees and costs, arising in connection with matters relating to, concerning or connected to the negotiation or establishment of (a) the Bankruptcy Restructuring Agreement, including this Bankruptcy Protection Covenant, and (b) any other document or agreement forming part of the Bankruptcy Restructuring Agreement and/or the Modifications. This fifty-percent sharing agreement will exist until ASPA's financial exposure reaches $2.5 million dollars. Any exposure exceeding $2.5 million dollars will be the responsibility of the Company. Such indemnification and hold harmless obligation will not apply to: 1) any claim, lawsuit or administrative charge resulting from the willful or intentional conduct of any indemnitee; 2) any claim, lawsuit or administrative charge asserting that ASPA violated its bylaws or other organizational requirements by entering into the amendments; 3) any claim, lawsuit or administrative charge resulting from any statement made by any indemnitee that incorrectly describes the Modifications; 4) any claim, lawsuit or administrative charge related to allocation among pilots represented by ASPA of the Allowed ASPA Bankruptcy Claim or any proceeds received on account of the Allowed ASPA Bankruptcy Claim or 5) any claim, lawsuit or administrative charge related to any disposition by ASPA or pilots represented by ASPA to third parties of the Allowed ASPA Bankruptcy Claim or any proceeds received on account of the Allowed ASPA Bankruptcy Claim. An indemnitee seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within seven business days of the indemnitee learning of the claim, lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company's choosing and enter a settlement of such matter. The Company will consider the wishes of the indemnitee in connection with the matters described in the foregoing sentence.

4) Allowed ASPA Bankruptcy Claim. (a) Upon the effective date of the Bankruptcy Restructuring Agreement, ASPA will have an allowed general, non-priority unsecured claim not subject to reconsideration under Section 502 or otherwise in the amount of the Allowed ASPA Bankruptcy Claim, in respect of the concessions made by ASPA and savings to the Company resulting from achievement of consensual Modifications to the CLA. The nominal amount of savings for which ASPA is entitled to have a claim is **$390,811,501.57** (which together with any other allowed pre-petition claims already filed by ASPA against Aerovias and Aerolitoral as of the date hereof (for **$25,904,825.06)**, if any, adds to a total of **$416,716,326.63** (together,

the "**ASPA Bankruptcy Claim**"). When discounted to present value and accounting for proration, the ASPA Bankruptcy Claim is adjusted to, and shall be allowed in the net amount of, **$316,460,000.00** (the "**Allowed ASPA Bankruptcy Claim**").

The Parties hereunder agree that ASPA shall only be entitled to the Allowed ASPA Bankruptcy Claim that is not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise. Therefore, the Parties agree that (i) ASPA shall not file additional claims (ii) ASPA shall not be entitled to any additional allowed amounts on account of previously-filed claims other than as accounted for in the Allowed ASPA Bankruptcy Claim, and (iii) any previously-filed or other claims purportedly held by ASPA against the Company (directly or indirectly), other than the Allowed ASPA Bankruptcy Claim, shall be deemed waived pursuant to the 363 Order.

To the extent not inconsistent with applicable Law, ASPA will have the authority to determine the manner of allocation among pilots on account of the Allowed ASPA Bankruptcy Claim, including the allocation of equity securities on account of the Allowed ASPA Bankruptcy Claim, provided that the allocation is reasonable and lawful.

The Plan will treat the Allowed ASPA Bankruptcy Claim no less favorably than any other pre-petition general unsecured non-priority claim against the applicable debtor (other than de minimis "convenience class" claims). Provided that the requirement of the preceding sentence is satisfied, nothing herein shall restrict the Company's ability to classify claims as permitted by law.

5) Plan of Reorganization. The Company will not propose or support any Plan unless such Plan contains the terms specified in subparagraphs (a) – (c) below (the "ASPA Plan Terms" and a Plan containing all of the ASPA Plan Terms, a "Complying Plan"). The Company will oppose any proposed Plan that does not contain the ASPA Plan Terms. ASPA will support a Complying Plan proposed by the Company (including, without limitation, by voting in favor of a Complying Plan), subject to ASPA's fiduciary obligations as a member of the Official Committee of Unsecured Creditors. The ASPA Plan Terms are:

   a) The Plan will treat the Allowed ASPA Bankruptcy Claim as an allowed general unsecured non-priority claim not subject to reconsideration under Section 502 of the Bankruptcy Code.

   b) The Plan will treat the Allowed ASPA Bankruptcy Claim no less favorably than any other pre-petition general unsecured non-priority claim against the applicable debtor (other than de minimis "convenience class" claims). Provided that the requirement of the preceding sentence is satisfied, nothing herein shall restrict the Company's ability to classify claims as permitted by law.

   c) The Plan will contain the assumption terms specified in paragraph 1 of this Bankruptcy Protection Covenant.

6) Termination of Agreement. ASPA may deliver a notice (a "Non-Complying Plan Notice") in the event that (i) the Company proposes or supports a Plan that does not contain the ASPA

Plan Terms or (ii) the bankruptcy court having jurisdiction over the Bankruptcy Cases (the "Bankruptcy Court") approves a disclosure statement concerning a Plan that does not contain the ASPA Plan Terms. Such notice will identify the areas of non-compliance and must be received by the Company no more than seven (7) business days after bankruptcy court approval of the disclosure statement for the relevant Plan (or no more than seven (7) business days after any material amendment to the Plan after approval of the disclosure statement). All issues raised in such notice shall be subject to the exclusive jurisdiction of the Bankruptcy Court. If a Non-Complying Plan Notice is timely delivered and not withdrawn by ASPA, the Bankruptcy Restructuring Agreement (including this Bankruptcy Protection Covenant) will terminate upon confirmation of the relevant Plan, unless the Bankruptcy Court determines that the Plan is a Complying Plan. In the case of a termination pursuant to the preceding sentence, (a) the parties will be governed by the terms of their CLA as in existence prior to the Bankruptcy Restructuring Agreement and (b) ASPA will receive an administrative expense claim under section 503(b) of the Bankruptcy Code equal to the labor cost savings under the Bankruptcy Restructuring Agreement from the Effective Date through the date of such termination.

7) Actions. The Company and ASPA will take the following actions in the Bankruptcy Cases:

   a) The Company will, with the full and active support of ASPA, file and prosecute a motion for approval of the Company entering into the Bankruptcy Restructuring Agreement, under section 363 of the Bankruptcy Code and Rule 9019 of the Bankruptcy Rules and any other applicable sections thereto. Both the motion and the proposed order attached thereto (the "363 Order") shall be in form and substance reasonably acceptable to ASPA;

   b) The Company will provide, to the extent reasonably practicable, ASPA's counsel with copies of, and a reasonable opportunity to comment on, all motions, applications, proposed orders, pleadings and supporting papers prepared by the Company for filing with the Bankruptcy Court relating to court approval of it entering the Bankruptcy Restructuring Agreement; and

   c) Both the Company and ASPA will use their reasonable business efforts to obtain the support of the Official Committee of Unsecured Creditors and other parties and stakeholders for this Bankruptcy Restructuring Agreement, and to seek entry of the 363 Order.

8) Bankruptcy Court Jurisdiction. The Company and ASPA agree that the Bankruptcy Court will retain jurisdiction over all matters arising from or related to the Bankruptcy Protection Covenant and the 363 Order."

**SECOND.-** This amended and restated BPC is effective as of the date set forth below.

**THIRD.-** The Company and ASPA agree that the Bankruptcy Court will retain jurisdiction over all matters arising from or related to this amended and restated Bankruptcy Protection Covenant.

Agreed this 6th day of April, 2021.

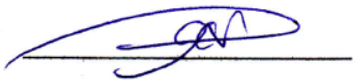
***[Signature page of the Amended and Restated Bankruptcy Protection Covenant entered on April 6, 2021, among Grupo Aeromexico, Aerovias and Aerolitoral and Asociación Sindical de Pilotos Aviadores de México]***

**Asociación Sindical de Pilotos Aviadores de México:**



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Cap. Martin Rafael Diaz Covarrubias
**Secretario General**

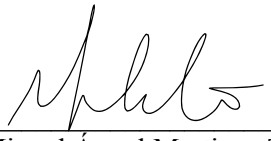
_____
Cap. Jesús Abdala Babún
**Secretario de Trabajo y Conflictos**



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Cap. Felipe Mario Castro Vega
**Sub Secretario de Trabajo y Conflictos**



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Cap. Mario Manuel Sánchez Carballar
**Presidente Delegación Aerolitoral**

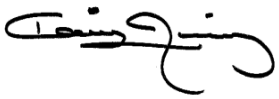


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Cap. Miguel Ángel Martinez Torres
**Presidente Delegación Aerovías de México**

***[Signature page of the Amended and Restated Bankruptcy Protection Covenant entered on April 6, 2021, among Grupo Aeromexico, Aerovias and Aerolitoral and Asociación Sindical de Pilotos Aviadores de México]***

**Grupo Aeroméxico, S.A.B. de C.V.**
**Aerovías de México, S.A. de C.V.**
**Aerolitoral, S.A. de C.V.:**

_____
Sergio Alfonso Allard Barroso
**Vicepresidente Ejecutivo Legal y Relaciones Institucionales**



_____
Claudia Angélica Cervantes Muñoz
**Vicepresidente de Legal, Cumplimiento y Relaciones Laborales**

_____
Juan Nicolas Rhoads Fontanot
**Vicepresidente de Planeación de Tripulaciones**