

Hearing Date and Time: September 17, 2021 at 10:00 a.m. (Prevailing Eastern Time)
Objection Date and Time: September 14, 2021 at 12:00 p.m. (Prevailing Eastern Time)

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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)

**NOTICE OF HEARING ON DEBTORS' MOTION FOR ENTRY OF AN
ORDER AUTHORIZING CERTAIN OF THE DEBTORS TO IMPLEMENT
CERTAIN TRANSACTIONS WITH EX-IM BANK, INCLUDING (I) ENTRY INTO
OMNIBUS AMENDMENT AGREEMENTS, (II) ASSUMPTION (ON
AN AMENDED BASIS) OF CERTAIN AIRCRAFT LEASES,
AND (III) CLAIMS SETTLEMENT**

PLEASE TAKE NOTICE that, on September 3, 2021, the above-captioned debtors and
debtors in possession (collectively, the “**Debtors**”) filed the *Debtors' Motion for Entry of an Order*

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.

Authorizing Certain of the Debtors To Implement Certain Transactions with Ex-Im Bank, Including (I) Entry Into Omnibus Amendment Agreements, (II) Assumption (on an Amended Basis) of Certain Aircraft Leases, and (III) Claims Settlement (the “**Motion**”). A hearing on the Motion is scheduled to be held on **September 17, 2021 at 10:00 a.m. (prevailing Eastern Time)** (the “**Hearing**”) before the Honorable Judge Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”), or at such other time as the Court may determine.

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

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

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned from time to time by an announcement of the adjourned date or dates at the Hearing or a later hearing or by filing a notice with the Court. The Debtors will file an agenda before the Hearing, which may modify or supplement the motion(s) to be heard at the Hearing.

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

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion shall be in writing, shall comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Court by (a) attorneys practicing in the Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) and (b) all other parties in interest, in accordance with the customary practices of the Court and General Order M-399, to the extent applicable, and shall be served in accordance with General Order M-399 and the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered on July 8, 2020 [ECF No. 79], so as to be filed and received no later than **September 14, 2021 at 12:00 p.m. (prevailing Eastern Time)** (the “**Objection Deadline**”).

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

PLEASE TAKE FURTHER NOTICE that, if no responses or objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Court an order substantially in the form of the proposed order annexed to the Motion, under certification of counsel or certification of no objection, which order may be entered by the Court without further notice or opportunity to be heard.

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Dated: September 3, 2021
New York, New York

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**UNITED STATES BANKRUPTCY COURT
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In re:

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

Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING CERTAIN OF
THE DEBTORS TO IMPLEMENT CERTAIN TRANSACTIONS WITH EX-IM BANK,
INCLUDING (I) ENTRY INTO OMNIBUS AMENDMENT AGREEMENTS,
(II) ASSUMPTION (ON AN AMENDED BASIS) OF CERTAIN AIRCRAFT LEASES,
AND (III) CLAIMS SETTLEMENT**

Grupo Aeroméxico, S.A.B. de C.V. ("**Grupo Aeroméxico**") and certain of its affiliates
(collectively, the "**Debtors**"), each of which is a debtor and debtor in possession in the above-

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.

captioned chapter 11 cases (the “**Chapter 11 Cases**”), hereby file this motion (this “**Motion**”) seeking the entry of an order:

- (a) authorizing, but not directing,
 - (i) Debtors Aerovías de México, S.A. de C.V. (“**Aerovías**”) and Grupo Aeroméxico to enter into an omnibus amendment agreement (the “**Omnibus Amendment Agreement 1**”) with Mexican Aircraft Finance III, Ltd. (“**MAF III Lessor Parent**”), Mexican Aircraft Finance III, LLC (“**MAF III Lessor**”), Wilmington Trust Company, as security trustee (the “**MAF III Security Trustee**”), and Export-Import Bank of the United States, an agency of the Government of the United States of America, (“**Ex-Im**” and, together with the MAF III Lessor Parent, the MAF III Lessor, and the MAF III Security Trustee, the “**MAF III Counterparties**”) in connection with three Boeing 737-800 aircraft with manufacturer’s serial numbers 36700, 36701, and 36702,
 - (ii) Debtors Aerovías and Grupo Aeroméxico to enter into an omnibus amendment agreement (the “**Omnibus Amendment Agreement 2**”) with Mexican Aircraft Finance IV, Ltd. (“**MAF IV Lessor Parent**”), Mexican Aircraft Finance IV, LLC (“**MAF IV Lessor**”), Wilmington Trust Company, as security trustee (the “**MAF IV Security Trustee**”), and Ex-Im (Ex-Im, together with the MAF IV Lessor Parent, the MAF IV Lessor, and the MAF IV Security Trustee, the “**MAF IV Counterparties**”) in connection with three Boeing 737-800 aircraft with manufacturer’s serial numbers 36703, 36704, and 36708,
 - (iii) Debtors Aerovías, Grupo Aeroméxico, and Aerolitoral, S.A. de C.V. (“**Aerolitoral**” and, together with Aerovías and Grupo Aeroméxico, “**Aeroméxico**”) to enter into an omnibus amendment agreement (the “**Omnibus Amendment Agreement 3**” and, together with the Omnibus Amendment Agreement 1 and the Omnibus Amendment Agreement 2, the “**Aircraft Omnibus Amendment Agreements**”) with Mexican Aircraft Finance V, Ltd. (“**MAF V Lessor Parent**”), Mexican Aircraft Finance V, LLC (“**MAF V Lessor**” and, together with MAF III Lessor and MAF IV Lessor, the “**Lessors**” and, together with MAF III Lessor Parent, MAF IV Lessor Parent, and MAF V Lessor Parent, the “**Lessor Parties**”), Wilmington Trust Company, as security trustee (the “**MAF V Security Trustee**” and, together with the MAF III Security Trustee and the MAF IV Security Trustee, the “**Security Trustees**”), and Ex-Im (Ex-Im, together with the MAF V Lessor Parent, the MAF V Lessor, and the MAF V Security Trustee, the “**MAF V Counterparties**”) in connection with two Boeing 787-8 aircraft with manufacturer’s serial numbers 36843 and 36844,
 - (iv) Debtors Aerovías and Grupo Aeroméxico to enter into an omnibus amendment agreement (the “**Omnibus Amendment Agreement 4**”) with Ex-Im (the

“CGF No. 1 Counterparty”) in connection with that certain Credit Agreement, dated June 28, 2017, among Aerovías, as borrower, Grupo Aeroméxico, as guarantor, and HSBC Bank USA, N.A., as lender (the **“CGF No. 1 Credit Agreement”**),

- (v) Debtors Aerovías and Grupo Aeroméxico to enter into an omnibus amendment agreement (the **“Omnibus Amendment Agreement 5”**) with Ex-Im (the **“CGF No. 2 Counterparty”**) in connection with that certain Credit Agreement, dated June 26, 2018, among Aerovías, as borrower, Grupo Aeroméxico, as guarantor, and HSBC Bank USA, N.A., as lender (the **“CGF No. 2 Credit Agreement”**),
 - (vi) Debtors Aerovías and Grupo Aeroméxico to enter into an omnibus amendment agreement (the **“Omnibus Amendment Agreement 6”**) with Ex-Im (the **“CGF No. 3 Counterparty”**) in connection with that certain Credit Agreement, dated December 23, 2019, among Aerovías, as borrower, Grupo Aeroméxico, as guarantor, HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as lender, and HSBC Securities (USA) Inc., as MLA (the **“CGF No. 3 Credit Agreement”**), and
 - (vii) Debtor Aerovías and Grupo Aeroméxico to enter into an omnibus amendment agreement (the **“Omnibus Amendment Agreement 7”** and, together with the Omnibus Amendment Agreements 4, the Omnibus Amendment Agreement 5, and the Omnibus Amendment Agreement 6, the **“CGF Omnibus Amendment Agreements”** and, together with the Aircraft Omnibus Amendment Agreements, the **“Omnibus Amendment Agreements”**) with Ex-Im (the **“CGF No. 4 Counterparty”** and, together with the CGF No. 1 Counterparty, the CGF No. 2 Counterparty, and the CGF NO. 3 Counterparty, the **“CGF Counterparties”**) in connection with that certain Facility Agreement dated June 26, 2019 among Aerovías, as borrower, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as lender, and Citibank, N.A., as facility agent (the **“CGF No. 4 Credit Agreement”** and, together with the CGF No. 1 Credit Agreement, CGF No. 2 Credit Agreement, and CGF No. 3 Credit Agreement, the **“CGF Credit Agreements”**);
- (b) authorizing, but not directing, Aerovías, Grupo Aeroméxico, and Aerolitoral, as applicable, to assume the Aircraft Leases (as defined below) on an amended basis (collectively, the **“Amended Aircraft Leases”**) in accordance with the terms and conditions set forth in the applicable Aircraft Omnibus Amendment Agreement; and
 - (c) approving the Claims Settlement (as defined herein).

This Motion is supported by the *Declaration of Jeffrey S. Craine in Support of (A) Debtors’ Motion for Entry of an Order Authorizing Certain of the Debtors To Implement Certain Transactions with*

Ex-Im Bank, Including (I) Entry Into Omnibus Amendment Agreements, (II) Assumption (on an Amended Basis) of Certain Aircraft Leases, and (III) Claims Settlement and (B) Related Pleadings (the “**Craine Declaration**”) filed contemporaneously herewith and incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). In addition, the Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment in connection herewith consistent with Article III of the United States Constitution.

2. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

3. By this Motion, and pursuant to sections 363, 364, 365, and 105(a) of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Bankruptcy Rules 6004, 6006, 9013, and 9019, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**” and, if entered, the “**Order**”), (a) authorizing, but not directing, (i) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 1 with the MAF III Counterparties, (ii) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 2 with the MAF IV Counterparties, (iii) Aerovías, Grupo Aeroméxico, and Aerolitoral to enter into the Omnibus Amendment Agreement 3 with the MAF V

Counterparties, (iv) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 4 with the CGF No. 1 Counterparty, (v) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 5 with the CGF No. 2 Counterparty, (vi) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 6 with the CGF No. 3 Counterparty, and (vii) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 7 with the CGF No. 4 Counterparty, each substantially in the form annexed as Exhibits 1–7, respectively, to the Proposed Order, (b) authorizing, but not directing, Aeroméxico to assume the Aircraft Leases (as defined below) on an amended basis in accordance with the terms and conditions set forth in the Aircraft Omnibus Amendment Agreements, and (c) approving the Claims Settlement, each as further detailed herein and in the Proposed Order.

Background

A. General Background

4. On June 30, 2020 (the “**Petition Date**”), each of the Debtors filed in this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued to operate and manage their businesses and have continued to possess their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [ECF No. 30] entered by the Court on July 1, 2020 in Grupo Aeroméxico’s Chapter 11 Case.²

² On July 2, 2020, the Court entered similar orders for the other Debtors on their respective case dockets. See *In re Aerovías de México, S.A. de C.V.*, No. 20-11561 (SCC) [ECF No. 4]; *In re Aerolitoral, S.A. de C.V.*, No. 20-11565 (SCC) [ECF No. 4]; *In re Aerovías Empresa de Cargo, S.A. de C.V.*, No. 20-11566 (SCC) [ECF No. 4].

6. On July 13, 2020, the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors (the “**Committee**”) pursuant to section 1102 of the Bankruptcy Code [ECF No. 92]. No trustee or examiner has been appointed in the Chapter 11 Cases.

7. Detailed information regarding the Debtors’ businesses and affairs, capital structure, and the circumstances leading to the commencement of the Chapter 11 Cases can be found in the *Declaration of Ricardo Javier Sánchez Baker in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [ECF No. 20], which is incorporated herein by reference.

B. The Debtors’ Fleet Optimization Process

8. As the Court is aware, the Debtors have been engaged in a multi-step process to (a) analyze their anticipated, long-term fleet and equipment needs, (b) make corresponding adjustments to the size and composition of their current operating fleet, and (c) obtain the most favorable terms for agreements relating to aircraft equipment.

9. On September 15, 2020, the Debtors filed their *Motion for Approval of Stipulations and Orders Between Debtors and Counterparties Concerning Certain Aircraft and Engines* [ECF No. 373] (the “**Equipment Stipulation Motion**”), pursuant to which the Debtors sought approval of certain stipulations (the “**Equipment Stipulations**”) between certain Debtors and certain counterparties concerning leases of Equipment (as defined in the Equipment Stipulation Motion). The Equipment Stipulations enabled the Debtors to continue to utilize the Equipment on their operating routes and to maintain the Equipment when not being operated. Broadly speaking, the Equipment Stipulations provide for payment of (a) rent calculated based on actual usage of the Equipment (called a “power by the hour” or “PBH” arrangement), rather than a fixed monthly amount, or (b) interest only. The Court entered an order approving the Equipment Stipulation

Motion [ECF No. 396] and so-ordered the underlying Equipment Stipulations [ECF Nos. 399–429, 475, 491, 502].

10. On April 22, 2021, the Debtors filed their *Motion for (I) Approval of Compromises with Boeing and Other Counterparties, (II) Authorization To (A) Enter Into Amended Aircraft Purchase Agreement with Boeing and (B) Enter into Agreements with Other Counterparties related to the Boeing Transaction, (III) Approval of the Assumption of Such Amended Agreements, as Applicable, and (IV) Approval To Settle Certain Prepetition Claims of Counterparties* [ECF No. 1108] (the “**Boeing Motion**”) and their *Motion for (I) Authorization To (A) Enter Into New Aircraft Lease Agreements and (B) Amend and Assume Certain Existing Aircraft Lease Agreements, and (II) Approval of Compromise Regarding Prepetition Claims with Air Lease Corporation* [ECF No. 1113] (the “**Air Lease Motion**”). The Court approved both the Boeing Motion and the Air Lease Motion at a hearing on April 30, 2021,³ and subsequently entered each of the orders related thereto.⁴ Pursuant to such orders, the Debtors (a) added 28 new aircraft to their fleet, (b) assumed agreements relating to 18 existing aircraft, and (c) settled the allowed amounts of unsecured claims of certain counterparties with respect to such equipment.

11. The Court has also entered additional orders authorizing the Debtors to either enter into new aircraft leases and/or assume existing aircraft leases on an amended basis. *See* ECF Nos. 984, 1100, 1544, 1572–73, 1659, 1693.

³ *See* Apr. 30, 2021 Hr’g Tr. 29:17–23; 37:13–16.

⁴ *See* ECF Nos. 1141–42, 1145, 1154, 1156–57, 1160–62.

C. The Aircraft Omnibus Amendment Agreements

12. Collectively, Aeroméxico currently leases six Boeing 737-800 aircraft and two Boeing B787-8 aircraft (collectively, the “**Aircraft**”)⁵ from the Lessors pursuant to that certain (a) Lease Agreement, dated as of August 9, 2012 (as supplemented, amended, and/or modified from time to time, the “**MAF III Aircraft Lease**”), (b) Lease Agreement, dated as of June 11, 2013 (as supplemented, amended, and/or modified from time to time, the “**MAF IV Aircraft Lease**”), and (c) Lease Agreement, dated as of December 18, 2014 (as supplemented, amended, and/or modified from time to time, the “**MAF V Aircraft Lease**” and, together with the MAF III Aircraft Lease and the MAF IV Aircraft Lease, the “**Aircraft Leases**”).

13. The Lessors are also borrowers or issuers, as applicable, under certain loan agreements or indentures in connection with the Aircraft (collectively, the “**Aircraft Financing Documents**”) between and among, *inter alia*, the Lessors, the Security Trustees, and Ex-Im (collectively, the “**Aircraft Counterparties**” and, together with the CGF Counterparties, the “**Counterparties**”). The Aircraft are pledged as collateral securing obligations under, among other things, the Aircraft Financing Documents. Aerovías and Grupo Aeroméxico are guarantors under each Aircraft Financing Document with the Lessors, and Aerolitoral is a guarantor only under the Aircraft Financing Document with the MAF V Lessor (collectively, the “**AMX Guarantees**”). In addition, certain of the Lessors’ obligations under the Aircraft Financing Documents associated with the Aircraft are supported by guarantees by Ex-Im (the “**Ex-Im Guarantees**”).

⁵ The Boeing 737-800 aircraft bearing manufacturer’s serial numbers 36700, 36701, 36702, 36703, 36704, and 36708, and the Boeing B787-8 aircraft bearing manufacturer’s serial numbers 36843 and 36844.

14. The Aircraft Counterparties are also parties to certain participation agreements with respect to the leasing and financing transactions of the Aircraft (the “**Participation Agreements**” and, together with the Aircraft Leases, the Aircraft Financing Documents, the AMX Guarantees, the Ex-Im Guarantees, and other related transaction documents associated with the Aircraft, the “**Aircraft Transaction Documents**”).

15. The Aircraft Omnibus Amendment Agreements annexed to the Proposed Order as Exhibits 1–3 set forth the commercial terms agreed between the Aircraft Counterparties and Aeroméxico amending the Aircraft Leases, the Participation Agreements, and certain other Aircraft Transaction Documents (the “**Amended Aircraft Transaction Documents**”). Through the Aircraft Omnibus Amendment Agreements, Aeroméxico and the Aircraft Counterparties will mutually amend their relationship to better align with Debtors’ long-term business plan. By agreeing to such terms, the Debtors have achieved certainty in maintaining the Aircraft in their fleet on terms that fit the Debtors’ short- and long-term needs and with improved terms, conditions, and near-term cash flow projections as compared to the existing Aircraft Transaction Documents. Specifically, the terms of the Aircraft Omnibus Amendment Agreements include, among other things, amendments to the repayment schedules and extensions of the maturity dates of the Aircraft Leases and the corresponding loans.

16. Furthermore, the Aircraft Counterparties and the Debtors agree that, subject to the Debtors’ compliance with the terms of Aircraft Leases (as amended in accordance with the terms and conditions set forth in the Aircraft Omnibus Amendment Agreements), the Aircraft Omnibus Amendment Agreements, and the applicable Equipment Stipulations, the assumption of the Aircraft Leases, each on an amended basis in accordance with the terms and conditions set forth in the Aircraft Omnibus Amendment Agreements (and to be set forth in the Amended Aircraft

Leases), will not give rise to an obligation to make any cash payments at the time of assumption to cure any defaults under the Aircraft Leases under section 365(b)(1)(A) of the Bankruptcy Code.

D. CGF Omnibus Amendment Agreements

17. Aerovías is the borrower under each of the CGF Credit Agreements and, Grupo Aeroméxico is a guarantor under each of the CGF Credit Agreements (the “**AMX CGF Guarantees**”). Each lender under a CGF Credit Agreement previously entered into a Master Guarantee Agreement with Ex-Im (the “**MGAs**”), pursuant to which each lender assigned to Ex-Im all of such lender’s rights, title, and interest in and to the CGF Credit Agreements and the AMX CGF Guarantees (the “**Assignments**” and, together with the MGAs, the CGF Credit Agreements, the AMX CGF Guarantees, any and all other documents relating to the CGF Credit Agreements, and any amendments, supplements, side letters, novations, or assignments pertaining to any of the forgoing, the “**CGF Transaction Documents**” and, together with the Aircraft Transaction Documents, the “**Transaction Documents**”). Similar to the Aircraft Financing Documents, the Aircraft likewise serves as collateral securing obligations under the CGF Credit Agreements.

18. The CGF Omnibus Amendment Agreements annexed to the Proposed Order as Exhibits 4–7 set forth the commercial terms agreed between the CGF Counterparties, Aerovías, and Grupo Aeroméxico amending certain of the CGF Transaction Documents (the “**Amended CGF Transaction Documents**” and, together with the Amended Aircraft Transaction Documents, the “**Amended Transaction Documents**”). Through the CGF Omnibus Amendment Agreements, Aerovías, Grupo Aeroméxico, and the CGF Counterparties will mutually amend their relationship to better align with Debtors’ near-term and long-term business plans. Specifically, the terms of the CGF Omnibus Amendment Agreements include, among other things, amendments to the repayment schedules and extensions of the maturity dates of the CGF Credit Agreements.

E. Claims Settlement

19. In conjunction with the transactions contemplated by the Omnibus Amendment Agreements, the Debtors seek to resolve all claims against the Debtors belonging to Ex-Im and/or the Security Trustees in the Chapter 11 Cases as follows (sub-clauses (a) and (b) below, the “**Claims Settlement**”):

a. This Claims Settlement resolves certain claims held by Ex-Im (collectively, the “**Vendor Claims**”) resulting from Ex-Im paying to certain of the Debtors’ vendors (collectively, the “**Insureds**”) on account of insurance claims submitted by such Insureds under their respective insurance policies with Ex-Im.⁶ Pursuant to the Claims Settlement, Ex-Im Bank will be allowed prepetition non-priority general unsecured claims in the aggregate amount of \$196,852.26 (collectively, the “**Allowed Claims**”) on account of all documented sums that Ex-Im has paid to the Insureds, which will be allocated as follows:

Claim Number	Claimant	Debtor	Original Claim Amount	Allowed Claim Amount
537	Ex-Im	Aerovías	\$90,920.80	\$88,682.68
538	Ex-Im	Aerovías	\$40,030.49	\$7,214.78
539	Ex-Im	Aerovías	\$21,569.33	\$17,185.50
540	Ex-Im	Aerovías	\$368,001.07	\$0.00
572	Ex-Im	Aerolitoral	\$101,684.09	\$83,769.33
Total			\$254,204.71	\$196,852.26

b. In addition, all prepetition claims against the Debtors in the Chapter 11 Cases belonging to Ex-Im and/or the Security Trustees that are not Allowed Claims shall be deemed withdrawn.

⁶ By the Debtors’ *Seventeenth Omnibus Claims Objection to Proofs of Claim (Misclassified Unliquidated, Wrong Debtor, Incorrectly Classified, No Liability, Satisfied, Amended, Duplicate, Reduced, and/or Foreign Currency Claims)* [ECF No. 1593], the Debtors objected to certain claims filed by the Insureds that have been satisfied by Ex-Im.

20. The amounts of the Claims Settlement shall constitute the only prepetition claims of Ex-Im and/or the Security Trustees against the Debtors in the Chapter 11 Cases. Notably, entry into the Omnibus Amendment Agreements and the Claims Settlement does not result in any additional claim amounts being asserted or allowed against the Debtors or their estates.

21. In determining to enter into the Omnibus Amendment Agreements and, in turn, the Amended Transaction Documents and the Claims Settlement, the Debtors consulted with the respective advisors to Apollo Management Holdings, L.P. (on behalf of one or more affiliates and/or funds or separate accounts managed by it and its affiliates (such lenders collectively, the “DIP Lenders”)), the Committee, and the Ad Hoc Group.⁷

Basis for Relief

A. The Court Should Authorize the Entry into the Omnibus Amendment Agreements and Assumption of the Aircraft Leases (on an Amended Basis) under Sections 105(a), 363(b), 364, and 365 of the Bankruptcy Code

22. Section 365 of the Bankruptcy Code allows a debtor in possession (with bankruptcy court approval) to maximize the value of its estates by, among other things, assuming executory contracts and unexpired leases. 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993). An executory contract is a “contract under which the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing performance of the other.” *Sharon Steel Corp. v. Nat’l Fuel Gas Distribution Corp.*, 872 F.2d 36, 39 (3d Cir.

⁷ As used in this Motion, “Ad Hoc Group” refers to those parties identified in the *Second Amended Verified Statement of the Ad Hoc Group of Senior Noteholders Pursuant to Bankruptcy Rule 2019* [ECF No. 1292].

1989) (citations omitted); *see also In re Keren Ltd. P'ship*, 225 B.R. 303, 307 (S.D.N.Y. 1997), *aff'd*, 189 F.3d 86 (2d Cir. 1999).

23. In determining whether to permit a debtor to assume or reject a contract or lease, “the debtor’s interests are paramount.” *COR Route 5 Co. v. Penn Traffic Co. (In re Penn Traffic Co.)*, 524 F.3d 373, 383 (2d Cir. 2008). Accordingly, the decision to assume or reject an executory contract or unexpired lease is governed by the business judgment rule, which requires that a debtor determine that the requested assumption would be beneficial to its estates. *See Grp. of Institutional Invs. v. Chicago, M., St. P. & P. R. Co.*, 318 U.S. 523, 550 (1943) (finding that the question of assumption “is one of business judgment”); *In re Penn Traffic*, 524 F.3d at 383 (same); *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009) (same); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006) (same).

24. In considering a motion to assume or reject an executory contract or unexpired lease, a debtor “should examine a contract and the surrounding circumstances and apply its best ‘business judgment’ to determine if [assumption] would be beneficial or burdensome to the estate.” *In re Orion Pictures Corp.*, 4 F.3d at 1099; *see also In re Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18 (2d Cir. 1996); *In re Gucci*, 193 B.R. 411, 415 (S.D.N.Y. 1996). A debtor’s decision to assume an executory contract or unexpired lease based on its business judgment will generally not be disturbed absent a showing of “bad faith or abuse of business discretion.” *In re Old Carco*, 406 B.R. at 188 (quoting *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff’d sub nom. John Forsyth Co., Inc. v. G Licensing, Ltd.*, 187 B.R. 111 (S.D.N.Y. 1995)); *see also In re MF Global Inc.*, No. 11-2790 (MG), 2011 WL 6792758, at *2 (Bankr. S.D.N.Y. Dec. 20, 2011) (“The assumption or rejection of an executory contract may be approved if such action would benefit the debtor’s estate and is an exercise of sound business

judgment.”); *In re Chipwich, Inc.*, 54 B.R. 427, 430–31 (Bankr. S.D.N.Y. 1985). The party opposing a debtor’s exercise of its business judgment has the burden of rebutting the presumption of validity. *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993).

25. Upon finding that the debtor has exercised its sound business judgment in determining that the assumption of a contract or lease is in the best interests of the debtor, its creditors, and all parties in interest, the court should approve the assumption under section 365(a) of the Bankruptcy Code. *See, e.g., In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992); *In re Gucci*, 193 B.R. at 417.

26. Moreover, section 105(a) of the Bankruptcy Code confers the Court with broad equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

27. Further, to the extent that entry in the Omnibus Amendment Agreements uses estate property, such use is a justified exercise of the Debtors’ business judgment, pursuant to section 363 of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code empowers a court to allow a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). A debtor’s decision to use, sell, or lease assets outside the ordinary course of business must be based upon the sound business judgment of the debtor. *See Official Comm. of Unsecured Creditors of LTV Aerospace and Defense Co. v. LTV Corp. (In re Chateaugay Corp.)*, 973 F.2d 141, 143 (2d Cir. 1992) (holding that “a judge determining a § 363(b) application [must] expressly find from the evidence presented before him . . . a good business reason to grant such an application”); *see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722

F.2d 1063, 1071 (2d Cir. 1983) (same); *In re Glob. Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 674 (Bankr. S.D.N.Y. 1989) (noting that the standard for determining a motion under section 363(b) of the Bankruptcy Code is “good business reason”).

28. The business judgment rule is satisfied “when the following elements are present: ‘(1) a business decision, (2) disinterestedness, (3) due care, (4) good faith, and (5) according to some courts and commentators, no abuse of discretion or waste of corporate assets.’” *In re Integrated Res., Inc.*, 147 B.R. at 656 (citations omitted). In fact, “[o]nce a debtor has articulated a valid business justification under section 363, a presumption arises that the debtor’s decision was made on an informed basis, in good faith, and in the honest belief that the action was in the best interest of the Debtors,” *see In re Residential Cap., LLC*, No. 12-12020, 2013 WL 3286198, at *18 (Bankr. S.D.N.Y. June 27, 2013) (citations omitted), and “courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986).

29. Lastly, to the extent that entry in the Omnibus Amendment Agreements implicates section 364 of the Bankruptcy Code, the Debtors’ have established that entry into the Omnibus Amendment Agreements is in the best interests of the Debtors’ estates, their creditors, and all other parties in interest, which is sufficient to satisfy the standard for relief under section 364 of the Bankruptcy Code. Provided that an agreement to obtain post-petition credit is consistent with the provisions of, and policies underlying, the Bankruptcy Code, courts grant a debtor considerable deference in exercising its sound business judgment in obtaining such credit. *See, e.g., In re Latam Airlines Grp. S.A.*, 620 B.R. 722, 768 (Bankr. S.D.N.Y. 2020) (“Generally, in evaluating the merits of proposed post-petition financing, courts will defer to a debtor’s business judgment provided that

the financing does not unduly benefit a party in interest at the expense of the estate.”) (citations omitted); *In re Barbara K. Enters., Inc.*, No. 08-11474 (MG), 2008 WL 2439649, at *14 (Bankr. S.D.N.Y. June 16, 2008) (“The Court is aware that its normal function in reviewing requests for post-petition financing is to defer to a debtor’s own business judgment so long as a request for financing does not ‘leverage the bankruptcy process’ and unfairly cede control of the reorganization to one party in interest.”) (citing *In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990)).

30. The Debtors respectfully submit that the relief requested herein is fair, equitable, reasonable, and in the best interests of the Debtors’ estates and is, thus, justified under sections 105(a), 363(b), 364, and 365(a) of the Bankruptcy Code. As described above and in the Craine Declaration, the Debtors are seeking to reset their fleet and attendant costs to a market level. As part of this process, the Debtors are evaluating their fleet of aircraft and equipment, reviewing the relevant underlying leases and agreements, and, to the extent prudent, negotiating amendments to such leases and agreements for aircraft and equipment that the Debtors desire to maintain. In doing so, the Debtors compared the Aircraft Transaction Documents (including the Aircraft Leases) and the Aircraft to available alternatives and ultimately negotiated (at arm’s length, in good faith, and in consultation with their key stakeholders) new economically favorable terms, as set forth in the Omnibus Amendment Agreements that are in line with the Debtors’ long-term business plan. In addition, the Omnibus Amendment Agreements, and the amendments to the Transaction Documents contemplated therein, will (a) create operational flexibility for the Debtors, as they contemplate, among other things, a deferral of fixed rental payments that affords the Debtors an improved cash flow profile during the remainder of the amended leasing terms for each Aircraft Lease, (b) allow the Debtors to retain and operate eight existing aircraft in their fleet, and

(c) position the Debtors to potentially reject other costly aircraft or equipment that are not as attractive for the long term fleet. Lastly, entry into the Omnibus Amendment Agreements further benefits the Debtors, their estates, and the Debtors' economic stakeholders, as it will preserve the Debtors' equity value in the Aircraft by keeping intact Aeroméxico's rights under the Aircraft Leases to acquire the remaining ownership interests in the Aircraft from the non-Debtor Lessors – each a limited purpose trust of which Aeroméxico is the sole beneficiary.

31. In light of the foregoing, the Debtors respectfully submit that the approval of the Omnibus Amendment Agreements and assumption of the Aircraft Leases on an amended basis, in accordance with the terms and conditions set forth in the Omnibus Amendment Agreements, (a) would be the result of the Debtors exercising their sound business judgment in accordance with their fiduciary duties, (b) would be in the best interests of their estates and economic stakeholders, (c) would further serve to maximize value for the benefit of all creditors, and (d) represent the best available transactions under the circumstances of the Chapter 11 Cases. Accordingly, the Debtors respectfully request that the Court authorize, but not direct, Aeroméxico to enter into the Omnibus Amendment Agreements, to assume the Aircraft Leases on an amended basis in accordance with the terms and conditions set forth in the Aircraft Omnibus Amendment Agreements, and to perform all of the obligations under the Omnibus Amendment Agreements.

B. The Court Should Approve the Claims Settlement Under Bankruptcy Rule 9019

32. By this Motion, the Debtors also seek approval of the Claims Settlement between Ex-Im, the Security Trustees, and the Debtors, which includes (a) the allowance of the Allowed Claims in the amounts set forth herein and (b) the expungement of all other claims belonging to Ex-Im and/or the Security Trustees against the Debtors in the Chapter 11 Cases.

33. A court should exercise its discretion to approve settlements “in light of the general public policy favoring settlements.” *In re Hibbard Brown & Co.*, 217 B.R. 41, 46 (Bankr.

S.D.N.Y. 1998). Indeed, courts in this district have made clear that “[a]s a general matter, ‘settlements and compromises are favored in bankruptcy as they minimize costly litigation and further parties’ interests in expediting the administration of the bankruptcy estate.’” *In re Republic Airways Holdings, Inc.*, No. 16-10429 (SHL), 2016 WL 2616717, at *3 (Bankr. S.D.N.Y. May 4, 2016) (citing *In re Dewey & LeBouef LLP*, 478 B.R. 626, 640 (Bankr. S.D.N.Y. 2012)); *see also Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 455 (2d Cir. 2007). Under Bankruptcy Rule 9019 and governing case law, a court should approve a compromise or settlement where it makes an independent determination that the compromise or settlement is fair and equitable, reasonable, and in the best interests of the debtor’s estate. *See, e.g., In re Republic Airways*, 2016 WL 2616717, at *3; *see also Air Line Pilots Ass’n, Int’l v. Am. Nat’l Bank & Trust Co. of Chi. (In re Ionosphere Clubs, Inc.)*, 156 B.R. 414, 426 (S.D.N.Y. 1993); *Nellis v. Shugrue*, 165 B.R. 115, 122–23 (S.D.N.Y. 1994). In so doing, a court may consider the opinions of the trustee or debtor in possession that the settlement is fair and equitable. *See Nellis*, 165 B.R. at 122; *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993).

34. Furthermore, when assessing whether or not to approve a settlement, “the court need not conduct a ‘mini-trial’ to determine the merits of the underlying litigation” nor decide the issues of law or fact raised by the settlement. *See In re Purofied Down Prods.*, 150 B.R. at 522. Instead, a court should “canvass the issues and see whether the settlement fall[s] below the lowest point in the range of reasonableness.” *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983) (alteration in original) (citations omitted). In this regard, courts have found that “[t]he ‘reasonableness’ of [a] settlement depends upon all factors, including probability of success, the length and cost of the litigation, and the extent to which the settlement is truly the

product of ‘arms-length’ bargaining, and not fraud or collusion.” *In re Ionosphere Clubs, Inc.*, 156 B.R. at 428.

35. The Debtors respectfully submit that the Claims Settlement satisfies the range of reasonableness test described above. Rather than engage in costly and value-destructive litigation over Aeroméxico’s obligations under the Transaction Documents and in connection with the Vendor Claims, the amounts of Ex-Im’s and/or the Security Trustees’ claims, and any amounts mitigating the quantum of those claims, the parties negotiated consensual resolutions settling on \$196,852.26 with respect to the prepetition claims held by Ex-Im and/or the Security Trustees as the agreed aggregate amount of the Claims Settlement. Any efforts by the Debtors, through litigation or otherwise, to resolve such disputes would be time consuming and expensive, and would delay any distribution to the creditor beneficiaries of the Debtors’ estates. A failure to resolve the matters at issue at this time could negatively impact the Debtors and their estates. The Claims Settlement is the product of arm’s length and good faith bargaining among the separate and independent advisors of the parties that will (a) eliminate the need for a costly claims dispute and (b) unlock distributable value for the Debtors’ unsecured creditors by liquidating Ex-Im’s and the Security Trustees’ claims against the Debtors. Lastly, a number of the Debtors’ key stakeholders, including the respective advisors to the Committee and the Ad Hoc Group, have no objection to the relief requested herein. Accordingly, the Debtors respectfully submit that the proposed Claims Settlement is fair and equitable, would be in the best interests of the Debtors’ estates, creditors, and other stakeholders, and should be approved.

Notice

36. Notice of this Motion will be provided to the following parties: (a) the entities on the Master Service List (as defined in the *Order Establishing Certain Notice, Case Management,*

and Administrative Procedures [ECF No. 79], which is available on the Debtors' case website at <https://dm.epiq11.com/case/aeromexico/info>; (b) the U.S. Trustee; (c) counsel to the Committee; (d) counsel to the DIP Lenders; (e) counsel to the Ad Hoc Group; and (f) any person or entity with a particularized interest in the subject matter of this Motion. The Debtors respectfully submit that no other or further notice is required.

No Prior Request

37. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

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

[Remainder of page intentionally left blank]

Dated: September 3, 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
Steven Z. Szanzer
Thomas S. Green

*Counsel to the Debtors
and Debtors in Possession*

Exhibit A to Motion

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 CERTAIN OF THE DEBTORS
TO IMPLEMENT CERTAIN TRANSACTIONS WITH EX-IM BANK,
INCLUDING (I) ENTRY INTO OMNIBUS AMENDMENT AGREEMENTS,
(II) ASSUMPTION (ON AN AMENDED BASIS) OF CERTAIN
AIRCRAFT LEASES, AND (III) CLAIMS SETTLEMENT**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), (a) authorizing, but not directing, (i) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 1 with the MAF III Counterparties, (ii) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 2 with the MAF IV Counterparties, (iii) Aerovías, Grupo Aeroméxico, and Aerolitoral to enter into the Omnibus Amendment Agreement 3 with the MAF V Counterparties, (iv) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 4 with the CGF No. 1 Counterparty, (v) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 5 with the CGF No. 2 Counterparty, (vi) Aerovías and Grupo

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.

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

Aeroméxico to enter into the Omnibus Amendment Agreement 6 with the CGF No. 3 Counterparty, and (vii) Aerovías and Grupo Aeroméxico to enter into the Omnibus Amendment Agreement 7 with the CGF No. 4 Counterparty, each substantially in the form annexed hereto as **Exhibits 1–7**, respectively, (b) authorizing, but not directing, Aeroméxico to assume the Aircraft Leases (as defined below) on an amended basis in accordance with the terms and conditions set forth in the Aircraft Omnibus Amendment Agreements, and (c) approving the Claims Settlement, each as set forth more fully in the Motion and the Craine Declaration; 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 of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the notice parties identified in the Motion; such notice having been adequate and appropriate under the circumstances, 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 on September 17, 2021 (the “**Hearing**”)]; and upon [the record of the Hearing, and upon] all of the proceedings had before the Court; and after due deliberation the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having found that the relief granted herein is in the best interests of the

Debtors, their creditors, and all other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. Pursuant to sections 363(b) and 364 of the Bankruptcy Code and Bankruptcy Rule 9019, (a) the Omnibus Amendment Agreements are hereby approved and (b) Aeroméxico is authorized (but not directed) to (i) enter into, and to pay all amounts and otherwise perform all obligations under, the applicable Omnibus Amendment Agreements, including, without limitation, amending the Transaction Documents in accordance with the terms set forth in the Omnibus Amendment Agreements, to the extent applicable, which is in the best interest of the Debtors and their estates and (ii) pay all reasonable and documented fees and expenses of the indenture trustee and/or any agent under the Aircraft Financing Documents.
3. Pursuant to and in accordance with section 365 of the Bankruptcy Code, Aerovías, Grupo Aeroméxico, and Aerolitoral, as applicable, are authorized (but not directed), in accordance with the terms and conditions set forth in the applicable Aircraft Omnibus Amendment Agreement, to (a) assume each Aircraft Lease (in accordance with the terms and conditions set forth in the relevant Aircraft Omnibus Amendment Agreement) effective as of the date of the effective date of the Omnibus Amendment Agreements and (b) pay all amounts and otherwise perform all obligations under the Amended Aircraft Leases in accordance with the terms thereof. Upon the effectiveness of each Aircraft Omnibus Amendment Agreement, in accordance with its terms, the Amended

Aircraft Leases shall be deemed assumed by the Debtors without the need for further notice or action by the Debtors or the applicable Lessor or a further order of the Court.

4. Upon the effective date of each Amended Aircraft Lease, Aeroméxico shall pay \$0.00 to each of the Aircraft Counterparties in satisfaction of its obligation to cure any defaults under the Aircraft Leases in accordance with section 365(b)(1)(A) of the Bankruptcy Code.

5. Aeroméxico and the Aircraft Counterparties are authorized (but not directed) to execute, deliver, provide, implement, and fully perform any and all applicable obligations, instruments, and papers provided for or contemplated in the Omnibus Amendment Agreements and to take any and all actions to implement the Omnibus Amendment Agreements in accordance with the terms thereof.

6. From and after the effective date of each Amended Transaction Document, the obligations of Aeroméxico under such applicable Amended Transaction Document shall constitute administrative expenses of the Debtors' estates pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

7. The Claims Settlement is (a) integral and necessary to the Omnibus Amendment Agreements, (b) supported by reasonable consideration, (c) fair and equitable and in the best interest of the Debtors' estates, and (d) permitted by the Bankruptcy Code, and thus, is hereby approved pursuant to Bankruptcy Rule 9019(a) and shall be binding on the Debtors, Ex-Im, and the Security Trustees.

8. In accordance with the Claims Settlement, Ex-Im shall be allowed prepetition non-priority general unsecured claims in the aggregate amount of \$196,852.26

(the “**Allowed Claims**”) on account of all prepetition claims against the Debtors in the Chapter 11 Cases belonging to Ex-Im and/or the Security Trustees, which will be allocated as follows:

Claim Number	Claimant	Debtor	Original Claim Amount	Allowed Claim Amount
537	Ex-Im	Aerovías	\$90,920.80	\$88,682.68
538	Ex-Im	Aerovías	\$40,030.49	\$7,214.78
539	Ex-Im	Aerovías	\$21,569.33	\$17,185.50
540	Ex-Im	Aerovías	\$368,001.07	\$0.00
572	Ex-Im	Aerolitoral	\$101,684.09	\$83,769.33
Total			\$254,204.71	\$196,852.26

For the avoidance of doubt, the foregoing Allowed Claims shall constitute the only prepetition claims of Ex-Im and/or the Security Trustees in the Chapter 11 Cases (or any subsequent chapter 7 case in the event of conversion).

9. In accordance with the Claims Settlement, all other claims against the Debtors in the Chapter 11 Cases belonging to Ex-Im and/or the Security Trustees shall be deemed withdrawn (collectively, the “**Withdrawn Claims**”), including, without limitation, the following claims:

Claim/Schedule Number	Claimant	Debtor	Withdrawn Claim Amount
540	Ex-Im	Aerovías	\$368,001.07
716	Ex-Im	Aerovías	\$36,994,282.93
717	Ex-Im	Grupo Aeroméxico	\$36,994,282.93
461	Ex-Im	Grupo Aeroméxico	\$11,202,104.45
529	Ex-Im	Aerovías	\$11,202,104.45
457	Ex-Im	Grupo Aeroméxico	\$20,674,279.02
525	Ex-Im	Aerovías	\$20,674,279.02
571	Ex-Im	Aerolitoral	\$20,674,279.02
458	Wilmington Trust Company, as Security Trustee	Grupo Aeroméxico	\$35,629,951.14
561105330	Wilmington Trust Company, as Security Trustee	Aerovías	\$30,671,908.00

526	Wilmington Trust Company, as Security Trustee	Aerovías	\$67,020,313.88
460	Wilmington Trust Company, as Security Trustee	Grupo Aeroméxico	\$58,533,013.63
528	Wilmington Trust Company, as Security Trustee	Aerovías	\$65,597,377.17
456	Wilmington Trust Company, as Security Trustee	Grupo Aeroméxico	\$116,730,415.91
524	Wilmington Trust Company, as Security Trustee	Aerovías	\$100,438,270.35
570	Wilmington Trust Company, as Security Trustee	Aerolitoral	\$116,730,415.91
462	Ex-Im	Grupo Aeroméxico	\$868,609.54
463	Ex-Im	Grupo Aeroméxico	\$3,963,604.72
533	Ex-Im	Aerovías	\$865,645.87
534	Ex-Im	Aerovías	\$3,976,132.60
535	Ex-Im	Aerovías	\$19,020,104.15
536	Ex-Im	Aerovías	\$5,920,524.97
573	Ex-Im	Grupo Aeroméxico	\$19,020,104.15
574	Ex-Im	Grupo Aeroméxico	\$5,920,524.97

10. The Allowed Claims shall be automatically allowed for all purposes in the Chapter 11 Cases, and the Withdrawn Claims shall be automatically deemed withdrawn, upon the occurrence of all effective dates under the Omnibus Amendment Agreements (the “**Effective Date**”), and no further notice or action shall be required of Ex-Im, the Security Trustees, and/or the Debtors to effectuate such allowance or withdrawal, as applicable. Upon the occurrence of the Effective Date, the Debtors may direct Epiq Corporate Restructuring, LLC (“**Epiq**”), and Epiq shall be authorized, to update the claims register to reflect the terms of this Order, including, among other things, reflecting the allowance of the Allowed Claims and the withdrawal of the Withdrawn Claims as set forth in this Order. Upon the occurrence of the Effective Date, the Allowed Claims shall not be (either directly or indirectly) (a) subject to any challenge, objection, reduction, counterclaim, or

offset for any reason and (b) subject to any objection or avoidance or recovery action under section 502(d), 542, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code.

11. Notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, their respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, the Aircraft Counterparties, and all other persons asserting interests in the Aircraft.

12. The Debtors are authorized to take, or refrain from taking, any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

13. While the above referenced Chapter 11 Cases are pending, this Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and enforcement of this Order, the Omnibus Amendment Agreements, and the Amended Transaction Documents.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to Proposed Order

Omnibus Amendment Agreement 1

OMNIBUS AMENDMENT AGREEMENT (MSNs 36700, 36701 and 36702)

Dated as of _____, 2021

Among

AEROVÍAS DE MÉXICO, S.A. DE C.V.
as Lessee and as a Guarantor,

GRUPO AEROMÉXICO, S.A.B. DE C.V.
as a Guarantor,

MEXICAN AIRCRAFT FINANCE III, LTD.
as Lessor Parent

MEXICAN AIRCRAFT FINANCE III, LLC
as Lessor

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

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Three (3) Boeing Model 737-800 Aircraft
Ex-Im Bank Guarantee No. AP087066XX – Mexico

**OMNIBUS AMENDMENT AGREEMENT
(MSNs 36700, 36701 and 36702)**

THIS OMNIBUS AMENDMENT AGREEMENT (MSNs 36700, 36701 and 36702) dated as of _____, 2021 (this “**Agreement**” or this “**Omnibus Agreement**”) is among **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico (“**Lessee**”), **MEXICAN AIRCRAFT FINANCE III, LLC**, a Delaware limited liability company (“**Lessor**” or “**Borrower**”), **MEXICAN AIRCRAFT FINANCE III, LTD.**, an exempt company incorporated under the laws of Bermuda (the “**Lessor Parent**”), **GRUPO AEROMÉXICO, S.A.B. DE C.V.**, a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico (“**Guarantor**”), **WILMINGTON TRUST COMPANY**, not in its individual capacity, but solely as Security Trustee (the “**Security Trustee**”), and **EXPORT-IMPORT BANK OF THE UNITED STATES**, an agency of the Government of the United States of America (“**Ex-Im Bank**”).

WITNESSETH:

WHEREAS, Lessor, Lessee, Guarantor, Lessor Parent, Security Trustee and Ex-Im Bank, among others, previously entered into the Participation Agreement dated August 9, 2012 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Participation Agreement**”) in connection with the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36700, 36701 and 36702;

WHEREAS, Lessor and Lessee previously entered into the Lease Agreement dated as of August 9, 2012 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Lease Agreement**”);

WHEREAS, Guarantor and Lessee, among others, previously entered into the AMX Guarantee Agreement dated as of August 14, 2012 (as amended, supplemented or otherwise modified prior to the Effective Date, the “**AMX Guarantee**”);

WHEREAS, Borrower, Ex-Im Bank, as guarantor, the Security Trustee, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex, as facility agent (the “**Facility Agent**”), Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex and HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, as lenders (the “**Initial Lenders**”), and Citibank, N.A., as guarantee agent, previously entered into the Loan Agreement dated as of August 9, 2012 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Loan Agreement**”);

WHEREAS, Lessee and certain of its affiliates filed for Chapter 11 bankruptcy protections and sought emergency reorganization pursuant to which the parties hereto have agreed to restructure the transaction on the terms set out in this Omnibus Agreement;

WHEREAS, on or about October 28, 2020, the Facility Agent, on behalf of the Initial Lenders, made a claim under Section 4.05 of the Ex-Im Bank Guarantee, and on or about December 16, 2020, Ex-Im Bank made a claim payment to the Facility Agent and in connection therewith the Facility Agent and the Initial Lenders assigned their rights in the Loans and under the Operative Documents to Ex-Im Bank;

WHEREAS, the parties hereto have agreed to, among other things, restructure the [REDACTED] under the Lease Agreement, to amend [REDACTED] the Lease Supplements and to [REDACTED] of the Lease Agreement and [REDACTED] (collectively, the “**Restructuring**”);

WHEREAS, in order to complete the Restructuring as set forth in this Omnibus Agreement, the parties have agreed to make necessary amendments to the Operative Documents.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Part I of Appendix A to the Participation Agreement, and this Omnibus Agreement shall be interpreted in accordance with the rules of construction set forth in Part II of Appendix A to the Participation Agreement.

In addition, the following words and expressions shall have the following meanings:

“**Approval Order**” means an order of the Bankruptcy Court that, *inter alia*, approves this Omnibus Agreement and the Other Omnibus Agreements, authorizes Lessee and Guarantor, as applicable, to comply with the terms and obligations of this Omnibus Agreement and the Other Omnibus Agreements, authorizes the Lessee and Guarantor, as applicable, to assume the Lease Agreement (as amended by this Omnibus Agreement), the other Operative Documents (as amended by this Omnibus Agreement) and the lease agreements and other documents as provided in the Other Omnibus Agreements pursuant to Sections 363, 364, 365 and 1123(b)(2), and Bankruptcy Rule 9019, as applicable, of the United States Bankruptcy Code, approves the Allowed Claim, and that is otherwise in form and substance reasonably acceptable to Ex-Im Bank.

“**Bankruptcy Code**” means Section 101 et seq. of Title 11 of the United States Code.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Chapter 11 Cases**” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of Lessee and its affiliated debtors and debtors-in-possession filed on June 30, 2020 in the Bankruptcy Court and the related parallel and ancillary proceedings.

“**Effective Date**” means the date occurring after the Approval Order is entered by the Bankruptcy Court on which all conditions precedent set forth in Section 3 hereof have been satisfied.

“**Lease Amendments**” means, collectively, (i) Amendment No. 1 to Lease Agreement dated on or about the date hereof between Lessor and Lessee; (ii) Amendment No. 1 to Lease Supplement No. I dated on or about the date hereof between Lessor and Lessee; (iii) Amendment No. 1 to Lease Supplement No. II dated on or about the date hereof between Lessor and Lessee; and (iv) Amendment No. 1 to Lease Supplement No. III dated on or about the date hereof between

Lessor and Lessee, and, individually, any of such amendments as the context may indicate or require.

“Other Omnibus Agreements” means the omnibus amendment agreements dated on or about the date hereof between the Borrower, AMX Guarantor, Ex-Im Bank and others, relating to (i) the financing of two (2) Boeing 787-8 aircraft with manufacturer’s serial numbers 36843 and 36844, (ii) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36703, 36704 and 36708, and (iii) each of the other Medium-Term Credit Agreements (trans. nos. AP089151XX-Mexico; AP089216XX-Mexico; MTG No. 706203-Mexico; and AP089272XX-Mexico).

“Plan Effective Date” means the date on which each of the following conditions have been satisfied: (a) a Chapter 11 plan for the Lessee and its affiliated debtors has been confirmed by the Bankruptcy Court and (b) such Chapter 11 plan becomes effective in accordance with the terms of such plan.

“Stipulation” means the *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment*, dated November 16, 2020 and approved by the Bankruptcy Court and entered on such Bankruptcy Court’s Docket on November 18, 2020 (Docket No. 651).

“Petition Date” means the date on which Lessee and its affiliated debtors filed the Chapter 11 Cases, being June 30, 2020.

“Stipulation Period” has the meaning given to such term in the Stipulation.

Section 2. Amendments. Effective as of the Effective Date, the parties hereby agree to the following amendments:

(a) Amendments to the Lease Agreement. The parties agree to amend the Lease Agreement as follows:

(i) Section 3(b) of the Lease Agreement shall be amended by deleting the words “in MXN” and replacing them with the words “in Dollars”.

(ii) Section 3(d) of the Lease Agreement shall be amended by deleting the word “MXN” each time it appears and replacing it with the word “Dollars”.

(iii) Section 7(e)(i)(1) of the Lease Agreement shall be deleted in its entirety and replaced with the following:

“(1) flown to or within, or otherwise exported, re-exported, operated or used to or within, an Excluded Country or a Sanctioned Country, except as may be authorized or licensed under Sanctions and Export Control Laws, or operated by, or for the benefit of, a Sanctioned Person or by or for an airline or any other Person which is a national of, or established under, the laws of, or whose principal place of business or principal place of aircraft operations is located in, an Excluded Country or a Sanctioned Country;”.

(iv) Section 7(e)(i)(7) of the Lease Agreement shall be amended by adding the words “under Applicable Laws” after the words “or an illegal manner”.

(v) Section 10(b) of the Lease shall be amended by replacing the following provision:

“on an agreed-value basis in an amount not less than the aggregate of 120% of the Loan Value in respect of a Loan (converted to USD at the Exchange Rate at the time of the taking out or renewal of Insurances for such Aircraft) plus six (6) months interest on such Loan Value calculated using the relevant Floating Rate at the time of the taking out or renewal of Insurances for such Aircraft, in each case during the applicable insurance period (the “**Threshold Value**”)”

with the following:

“on an agreed-value basis in an amount not less than the aggregate of [REDACTED] % of the Loan Value in respect of a Loan plus six (6) months interest on such Loan Value calculated using the [REDACTED] Rate, in each case during the applicable insurance period (the “**Threshold Value**”)”.

(vi) The parties hereto agree that Schedule I to each Lease Supplement shall be deleted and replaced with Schedule I attached hereto as Exhibit A-1, A-2 or A-3, respectively.

(vii) Section 16 of the Lease shall be amended by replacing the text after “If to Lessee:” with the following text:

Aerovías de México, S.A. de C.V.
Avenida Paseo de la Reforma No. 445
Colonia Cuauhtémoc Delegación Cuauhtémoc,
México, Distrito Federal C.P. 06500

Attention: Chief Financial Officer
Telephone: [REDACTED]
Fax: 52 55 5063-4626

With a copy to:

White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Blvd.
Miami, Florida 33131

Attention: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]

(b) Amendment to Loan Agreement. The parties hereto agree to amend the Loan Agreement as follows:

(i) Section 2.4(a) of the Loan Agreement shall be amended by replacing the reference to [REDACTED] with a reference to [REDACTED].

(ii) Section 2.4 of the Loan Agreement shall be amended by adding the following as a new clause (d) therein and amending and restating clauses (d) through (h) as follows:

“(d) If at any time the Borrower, the Lessee or any director, officer, or employee of the Borrower or the Lessee, shall be or become a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country), upon receipt by the Borrower and the Lessee of a notice from Ex-Im Bank requiring prepayment of the Loan, the Borrower shall, no later than 90 days after the date of such notice, prepay the Loan Value of all Loans (together with all accrued and unpaid interest thereon to the date of the prepayment and all other amounts then due and owing under the Operative Documents).

(e) Any notice of prepayment given by the Borrower pursuant to Section 2.4(a) or (c) hereof shall be irrevocable, shall specify the date upon which such prepayment is to be made and the amount of such prepayment and shall oblige the Borrower to make such prepayment on such date.

(f) Any prepayment pursuant to Section 2.4(a), (b), (c) or (d) hereof shall satisfy *pro tanto* the Borrower’s obligations in relation to the applicable Loan and the relevant Note (or portion thereof, in the case of any partial prepayment pursuant to Section 2.4(a) or (c)).

(g) Any partial prepayment pursuant to Section 2.4(a) shall be applied to the principal installments of the applicable Loan and the relevant Note in the inverse chronological order of their maturities. Any partial prepayment made in accordance with Section 2.4(c) shall be paid to the respective Lender and applied against the remaining principal installments due under such Lender’s share of such Loan, reducing the aggregate amount of each remaining principal installment *pro rata* (but not reducing any principal installment payable to any Lender not being prepaid).

(h) Any amount prepaid under this Loan Agreement may not be reborrowed.

(i) The Borrower may not voluntarily prepay either Loan except in accordance with the express terms of this Section 2.4. Any prepayment made pursuant to Sections 2.4(a), (b) or (c) shall be made together with accrued and unpaid interest thereon and all other amounts then due and owing by the Borrower under any other Operative Document.”

(iii) Section 3.1 of the Loan Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower shall pay to the Ex-Im Bank as Lender in Dollars the entire aggregate outstanding principal amount of each Loan in installments payable on each Loan Payment Date applicable to such Loan and in the amounts set forth in Schedule I to the Note relating to such Loan; provided, that the principal installment payable on the Final Maturity Date for such Loan shall in all cases be in an amount equal to the entire principal amount of such Loan outstanding on such date, and such principal installment shall be paid together with all accrued and unpaid interest and all other amounts then owing hereunder and under the other Operative Documents with respect to such Loan.”

(iv) Section 3.2 of the Loan Agreement shall be deleted in its entirety and replaced with the following:

“(a) [REDACTED] Rate. The Borrower shall pay to Ex-Im Bank as Lender interest on the unpaid principal amount of each Loan for the period from and including the Effective Date to but excluding the date such Loan shall be paid in full at the [REDACTED] Rate. Accrued interest on each Loan shall be payable in arrears on each Loan Payment Date therefor and upon any other date of payment or prepayment thereof, except that interest payable at the Post-Default Rate shall be payable from time to time on demand.

(b) [Intentionally Left Blank]

(c) Interest on Overdue Amounts. To the extent permitted by Applicable Law, if, at any time, any amount payable to Ex-Im Bank under this Agreement, any Note or any other Operative Document is not paid to Ex-Im Bank in full when due and payable (whether at stated maturity, by acceleration or otherwise), the Borrower shall pay to Ex-Im Bank on demand interest on such unpaid amount for the period from the date such amount was due to Ex-Im Bank until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the U.S. Treasury Rate for a maturity similar to the outstanding average maturity of the Loans as is in effect on the date of such default.

(d) Computations. Interest on the Loans (including Post-Default Rate interest) shall be computed on the basis of a year of 360 days and the actual number of days elapsed occurring in the period for which such interest is payable.”

(v) Section 3.3 of the Loan Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower agrees that to further evidence its obligation to repay each Loan, with interest thereon, it shall issue and deliver to Ex-Im Bank on the Effective Date a Note. Each Note as originally delivered to Ex-Im Bank shall (i) be dated as of the Effective Date, (ii) be in an Dollar principal amount equal to the outstanding

amount of each Loan on the Effective Date, (iii) be substantially in the form of Exhibit B, and (iv) be otherwise in conformity with the terms of this Agreement. Each Note shall be the legal, valid and binding obligation of the Borrower and shall be enforceable against the Borrower in accordance with its terms. If any Note is mutilated, lost, stolen or destroyed, the Borrower shall issue a new Note of the same date, type, maturity and denomination as the Note so mutilated, lost, stolen or destroyed; provided that, in the case of a mutilated Note, such mutilated Note shall be delivered to the Borrower, together with an officer's certificate of the Borrower certifying and warranting as to the due authorization, execution and delivery of such new Note, and (if requested by Ex-Im Bank in its reasonable discretion) an opinion of the Borrower's counsel as to due authorization, execution and delivery of such new Note, and the legality, validity, binding nature and enforceability thereof."

(vi) Section 4.1(a) of the Loan Agreement shall be deleted in its entirety and replaced with the following:

"All payments to be made by the Borrower to Ex-Im Bank under the Operative Documents shall (unless in respect of indemnity claims denominated in a currency other than Dollars) be in Dollars and in immediately available funds, unless otherwise specifically provided. All payments to be made by the Borrower to the Security Trustee or Ex-Im Bank under the Operative Documents shall be in the currency in which such claims are made, as provided in the Operative Documents, and in immediately available funds. With respect to payments to be made to Ex-Im Bank, all payments shall be made at the Federal Reserve Bank of New York for credit to Ex-Im Bank's account, unless otherwise directed in writing by the Treasurer-Controller, Deputy Treasurer-Controller or an Assistant Treasurer-Controller of Ex-Im Bank, at:

Fedwire Field Name	Required Information
Type/Subtype	[REDACTED]
Amount	<i>(enter payment amount)</i>
Receiver ABA routing number	[REDACTED]
Receiver ABA short name	[REDACTED]
Business Function Code	[REDACTED]
Beneficiary Identifier (account number)	[REDACTED]
Beneficiary Name	[REDACTED]
Originator	<i>(enter the name of the originator of the payment)</i>

Originator to Beneficiary [REDACTED]
Information – Line 1

(c) Amendments to all Operative Documents.

(i) Notwithstanding anything to the contrary contained in any Operative Document, the parties hereto agree that as of the Effective Date, (A) an exchange of Notes under Section 3.4 of the Loan Agreement has occurred, (B) the Loans are denominated in Dollars and interest on the Loans will thereafter accrue at the [REDACTED] Rate and (C) all payments of Basic Rent shall thereafter be paid in Dollars and shall be made directly to Ex-Im Bank.

(ii) Prior to the Plan Effective Date, Defaults and Events of Default under the Lease Agreement shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided further, that, subject to the provisions of Section 8(b) of this Omnibus Agreement, the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee's breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements).

(iii) Notwithstanding anything to the contrary contained in any Operative Document, with effect from the Effective Date, (x) all representations, warranties, covenants, undertakings and obligations by the Lessee and the Guarantor under the Operative Documents expressed in favor of the Initial Lenders (or any agent acting on their behalf) and all rights, discretions and benefits of the Initial Lenders (and any agent acting on their behalf) contained in the Operative Documents, are hereby deleted in their entirety and (y) all references in the Operative Documents to the Borrower Indemnity Agreement are hereby deleted in their entirety and such agreement shall no longer be considered an "Operative Document".

(d) Amendments to Appendix A - Definitions to each Operative Document. The parties agree to amend Appendix A to the Participation Agreement as follows:

(i) The definition of [REDACTED] Rate shall be deleted in its entirety and replaced with the following definition of "[REDACTED] Rate":

"[REDACTED] Rate" shall mean a [REDACTED] interest rate equal to [REDACTED] per annum.

(ii) The definition of Floating Rate Note shall be deleted in its entirety.

(iii) The definition of Loan Payment Date shall be deleted in its entirety and replaced with the following:

“**Loan Payment Date**” shall mean, in respect of the Loan relating to an Aircraft, each of the dates set forth on Schedule I to the related Note.”

(iv) The definition of Operative Documents shall be amended by adding the words “the Omnibus Agreement”.

(v) The following definitions shall be added in alphabetical order to Appendix A in each Operative Document.

“**BIS**” means the Bureau of Industry and Security of the U.S. Department of Commerce.

“**Covered Transaction**” shall have the meaning set forth in the Debarment Regulations.

“**Debarment Regulations**” shall mean the Ex-Im Bank Nonprocurement Debarment and Suspension Regulations, 2 C.F.R. § 3513 and the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. § 180.

“**Disqualified**” shall have the meaning set forth in the Debarment Regulations.

“**Effective Date**” shall have the meaning set forth in the Omnibus Agreement.

“**Excluded**” shall have the meaning set forth in the Debarment Regulations.

“**Export Control Laws**” means any and all dual use and export control laws, regulations and directives maintained or administered by BIS or any Government Body having jurisdiction over the Aircraft, as such laws, regulations and directives may be amended or restated from time to time.

“**OFAC**” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“**OFAC Regulations**” shall mean, with respect to Sanctions, the regulations of OFAC, 31 C.F.R. Chapter V, and corresponding executive orders, as such regulations and orders may be amended from time to time.

“Omnibus Agreement”, shall mean that certain Omnibus Agreement dated as of _____, 2021 among Aerovías de México, S.A. de C.V., as Lessee, Grupo Aeroméxico, S.A.B. de C.V., as Guarantor, Mexican Aircraft Finance III, LLC, as Lessor, Mexican Aircraft Finance III, Ltd., as Lessor Parent, Wilmington Trust Company, as Security Trustee and Export-Import Bank of the United States.

“Principals” shall have the meaning set forth in the Debarment Regulations.

“Sanctioned Country” shall mean any country or territory that is targeted by comprehensive, country-wide or territory-wide Sanctions.

“Sanctioned Person” shall mean a Person (a) that appears on the List of Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List as administered by OFAC; (b) that is located, domiciled, organized in, or having the nationality of, a Sanctioned Country; (c) that is owned or controlled, directly or indirectly, by one or more Persons covered by (a) or (b); or (d) with whom, as determined by Ex-Im Bank in its sole discretion, Ex-Im Bank is prohibited or restricted from doing business, in each case, pursuant to OFAC Regulations or other Sanctions under Applicable Law of the United States.

“Sanctions” shall mean any economic, trade or sectoral sanctions, blocking orders, embargoes and anti-terrorism laws issued, administered, or enforced by a Sanctions Authority.

“Sanctions Authority” shall mean the United States or the United Nations Security Council or the respective governmental institutions, departments, divisions, agencies, or instrumentalities or instrumentalities of the foregoing, including, without limitation, OFAC and the U.S. Department of State.

Section 3. Conditions Precedent. The Effective Date will be deemed to have occurred, and the amendments in Section 2 of this Omnibus Agreement will be deemed to take effect, on the date on which Ex-Im Bank confirms that each of the following conditions precedent shall have been satisfied:

(a) The representations and warranties set out in Section 5 of this Omnibus Agreement shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to an earlier date in which case such representation or warranty shall be true and correct as of such earlier date).

(b) No event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof) would constitute, an Event of Default shall have occurred and be continuing on the Effective Date, provided that an Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided

further, that the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee's breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements) prior to the Effective Date.

(c) The Lessor, Lessee, the Security Trustee and Ex-Im Bank shall have received a duly executed copy of this Omnibus Agreement and the Other Omnibus Agreements, duly authorized, executed and delivered by the parties hereto and thereto.

(d) Ex-Im Bank shall have returned to the Lessee the original "Notes" (as defined in the Participation Agreement as in effect immediately prior to the Effective Date) and in exchange shall have received (i) a new Note in connection with the Aircraft with manufacturer's serial number 36700 with schedules matching Exhibit B-1 hereto, (ii) a new Note in connection with the Aircraft with manufacturer's serial number 36701 with schedules matching Exhibit B-2 hereto, and (iii) a new Note in connection with the Aircraft with manufacturer's serial number 36702 with schedules matching Exhibit B-3 hereto.

(e) Ex-Im Bank shall have received (i) evidence of the acceptance of the Process Agent appointed by the Lessee, Lessor, and the Guarantor [REDACTED] through one year after the latest Final Maturity Date [REDACTED] and (ii) evidence of the Lessee's and the Guarantor's appointment of its Process Agent [REDACTED] in accordance with Mexican law.

(f) No change in Applicable Laws shall have occurred after the date of this Omnibus Agreement and prior to the Effective Date that would make it unlawful for any party to execute, deliver or perform its obligations hereunder.

(g) Ex-Im Bank shall have received, in form and substance satisfactory to it, such evidence (including, without limitation, resolutions and copies of organizational documents) as it or its counsel shall reasonably request as to the authorization of the execution, delivery and performance by each party hereto (other than itself) of this Omnibus Agreement.

(h) Ex-Im Bank shall have received, in form and substance satisfactory to it, certified copies of all documents, including specimen signatures, necessary to evidence the authority of each person who, acting on behalf of the parties to this Omnibus Agreement (other than itself), has signed or will sign the aforementioned agreements, the statements, reports, certificates and other documents which have been or will be delivered under this Omnibus Agreement or will otherwise act as a representative of such party.

(i) Ex-Im Bank shall have received, in form and substance satisfactory to it, confirmation that all governmental and other licenses, approvals, consents, registrations, exemptions and filings in respect of any Government Body (in Mexico, Bermuda or the United States, as applicable) necessary or advisable for the execution, delivery and performance and observance of this Omnibus Agreement and for the legality, validity, enforceability and effectiveness thereof have been obtained or effected on an unconditional basis and remain in full force and effect.

(j) Ex-Im Bank shall have received, in form and substance satisfactory to it, dated as of the Effective Date or such earlier date as it shall permit:

(i) a certificate signed by a duly authorized officer of Lessee, certifying as true and correct its constitutional documents and by-laws (“**estatutos**”) and an incumbency certificate as to the persons authorized to execute and deliver such documents on behalf of Lessee, containing the specimen signatures of each such authorized person, in each case, with English translations thereof if not already in English, certified by Lessee to be true and faithful to the original version thereof;

(ii) (A) a certificate signed by a duly authorized member, officer or manager of the Lessor, certifying as true and correct (1) its constitutional documents and (2) an incumbency certificate of each person or persons authorized to execute and deliver such documents on behalf of the Lessor, containing the specimen signatures of each such authorized person; and (B) a notarized and apostilled power of attorney issued by the Lessor in favor of Ex-Im Bank’s special Mexican counsel, duly translated into Spanish by a Mexican certified translator, for the execution, notarization, filing and registration of the Lease Amendments with the Civil Aviation Authority and/or the RAM; and

(iii) a copy of the Approval Order.

(k) The legal opinions, each dated on the Effective Date, of:

(i) White & Case LLP, New York counsel to Lessee;

(ii) Morris James LLP, special Delaware counsel to the Lessor relating to its role in the transactions contemplated by this Omnibus Agreement;

(iii) SAI Derecho & Economía, S.C., special Mexican counsel to Ex-Im Bank; and

(iv) In-house counsel to Lessee and the Guarantor.

(l) Ex-Im Bank shall have received evidence, in form and substance satisfactory to it, that all Transaction Costs and other expenses, including, without limitation, inspection costs, required to be paid on or before the Effective Date under the terms of this Omnibus Agreement shall have been paid by Lessee.

(m) Ex-Im Bank shall have received payment of all Interest Rent Payments (as that term is defined in the Stipulation) from the Petition Date and otherwise payable to (but excluding) the Effective Date.

Section 4. Conditions Subsequent. The Lessor, the Lessee, the Security Trustee, and Ex-Im Bank shall use commercially reasonable efforts to ensure that any notarizations, legalizations and Spanish translations of the Omnibus Agreement, the Lease Amendments and any other amendments to the Operative Documents as may be required by the Civil Aviation Authority and/or the RAM in connection with the filings and registrations set forth in Section 7(b) below are obtained after the Effective Date.

Section 5. Effectiveness.

(a) The parties acknowledge and agree that this Omnibus Agreement will be binding upon the parties' execution hereof in accordance with the terms hereof.

(b) For the avoidance of doubt, entry of the Approval Order and the occurrence of the Effective Date shall constitute an assumption of the Lease Agreement (as amended by this Omnibus Agreement) and the other Operative Documents (as amended by this Omnibus Agreement) for purposes of Section 365(a) of the Bankruptcy Code.

(c) The parties hereto agree that on the Effective Date, the parties shall be bound by the terms of the Operative Documents (each as amended by this Omnibus Agreement).

(d) The Stipulation Period will be deemed to have terminated upon the Effective Date in accordance with clause (ii) of the definition of "Stipulation Period" in the Stipulation. For the avoidance of doubt, upon the Effective Date, Lessee will be released of all obligations under the Stipulation in respect of the "Maintenance Utilization Payments" (as that term is defined in the Stipulation).

Section 6. Interest Payments. As of and from the Effective Date, interest shall accrue on the outstanding principal amount of each Loan at a [REDACTED] rate equal to [REDACTED] per annum.

Section 7. Representations and Warranties of the Lessee and Guarantor. Each of Lessee and Guarantor hereby represents and warrants as of the date hereof and as of the Effective Date (except as otherwise specified below) (which representations and warranties shall survive the Effective Date) that:

(a) Lessee is a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico and has all requisite corporate power and authority to own and operate its properties, carry on its business as now conducted and to enter into and perform its obligations under this Agreement and each of the Operative Documents theretofore executed or to be executed by it on such date and (ii) Guarantor is a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico and has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and each of the Operative Documents theretofore executed or to be executed by it on such date.

(b) Except as otherwise set forth in this Omnibus Agreement, neither the execution and delivery by it of this Omnibus Agreement or any of the other Operative Documents theretofore executed or to be executed by it on such date, nor the performance by it of its obligations hereunder or thereunder, requires the consent or approval of, the giving of notice to, or the registration or filing with, or the taking of any other action in respect of, the United States, Bermuda or Mexico, except only for the following: (i) the filing of the Lease Amendments with the RAM; (ii) the filing of UCC continuation statements with respect to the Collateral and (iii) the orders, permits, waivers, exemptions, authorizations and approvals of any other regulatory authorities having jurisdiction over Lessee's operation of the Aircraft, all of which orders, permits, waivers, exemptions, authorizations and approvals, to the extent currently required for such

execution, delivery and performance, have theretofore been duly obtained and are in full force and effect on the Effective Date (collectively, the “**Required Approvals**”).

(c) The execution and delivery of this Omnibus Agreement and the other Operative Documents to be executed by it on such date, the performance of its obligations hereunder or thereunder, and its consummation of the transactions contemplated hereby or thereby, do not require any specific corporate approval or consent of holders of any indebtedness of Lessee except such as have been duly obtained, and will not conflict with or result in any breach of, or constitute a default under, or result in the creation or imposition of any Lien (other than Permitted Liens) upon the applicable Aircraft or any of its property or assets under, any Applicable Laws, its constitutive documents or any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it may be bound or to which any of its property or assets may be subject.

(d) The execution, delivery and performance of this Omnibus Agreement and each other Operative Document to be executed by it on such date have been duly authorized by all necessary corporate action. This Omnibus Agreement and each other Operative Document to be executed by it on such date constitutes, or upon execution will constitute, its legal, valid and binding obligation, enforceable against it, in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, *concurso mercantil*, reorganization, moratorium or other similar laws affecting creditors’ rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). This Omnibus Agreement and the other Operative Documents to be executed by it on such date are in proper form for their enforcement in the courts of the United States, Bermuda and Mexico; provided that any document in a language other than Spanish must be translated into Spanish by an expert certified by the courts of Mexico prior to its admission by any court in Mexico.

(e) It is subject to civil and commercial law with respect to its obligations under this Omnibus Agreement and the other Operative Documents to which it is or will become a party on such date. The making and performance by Lessee and Guarantor of this Omnibus Agreement and the other Operative Documents to which it is or will become a party constitute private and commercial activities rather than governmental or public activities.

(f) It is not necessary to ensure the legality, validity, enforceability or admissibility in evidence in Mexico of this Omnibus Agreement and the other Operative Documents to be executed by it on such date that any of them or any other instrument be filed, recorded or registered in any public office, registry or elsewhere in Mexico, except as expressly provided herein, or that any stamp, registration or similar Tax be paid in Mexico on or in relation to any of the Operative Documents to which it is or will become a party on such date except for the filings, registrations and fees referred to in Section 6(b) above.

(g) Other than the Chapter 11 Cases and any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating thereto, it is not in default under any document, instrument or agreement to which it is a party or which is binding on it or any of its assets or revenues, which breach or default would materially adversely affect its ability to perform its obligations under this Omnibus Agreement and the other Operative Documents to be executed by it on such date, and there are, to its knowledge, no pending or threatened

investigations, judgments, suits or proceedings in any applicable jurisdiction against it or affecting it or its properties that, if determined adversely, would materially adversely affect its ability to perform such obligations.

(h) The Lease has not been rescinded by either party thereto, and except as disclosed to Ex-Im Bank in writing on or before the date hereof, no Default, Event of Default, Event of Loss or potential Event of Loss under the Lease has occurred and is continuing; provided that a Default or Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided further, that the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee's breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements) prior to the Effective Date.

(i) Its obligations under the Operative Documents, including, without limitation, the obligation of Lessee to pay Rent, are not subject to any law, rule or regulation of Mexico or any agency or instrumentality thereof with regard to any preference for payment of obligations or any rescheduling of the payment of any debt or other obligations, except for applicable bankruptcy, moratorium, insolvency, *concurso mercantil* or other similar laws affecting creditors' rights generally.

(j) As of the date hereof, (i) payments to Lessor of Rent under the Lease or payments from Lessor to any Secured Party under any of the Operative Documents will not be subject to any Taxes in the United States, Bermuda or Mexico, and (ii) there are no Taxes imposed by the United States, Bermuda or Mexico or any agency or instrumentality thereof on or by virtue of the execution or delivery of this Omnibus Agreement or any of the other Operative Documents on the date hereof.

(k) This Omnibus Agreement and the other Operative Documents and any other document, certificate or statement furnished or to be furnished to any party by or on behalf of Lessee in connection with the transactions contemplated hereby or thereby do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein and therein not misleading, and other than any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, there is no fact which has not been disclosed to Ex-Im Bank in writing on or before the date hereof which materially adversely affects or will materially adversely affect (i) any Aircraft, (ii) any Operative Document, or (iii) Lessee's or Guarantor's ability to carry on its business or to perform its respective obligations under this Omnibus Agreement and the other Operative Documents to which Lessee or Guarantor is or will become a party.

(l) There are no Liens on the applicable Aircraft other than Permitted Liens.

(m) Nothing herein or related to the transactions contemplated by this Omnibus Agreement and the other Operative Documents requires, or makes advisable, the qualification by any other party hereto (except for Lessee and Guarantor) for admission to do business under the laws of Mexico or any political subdivision thereof, and the failure to so qualify does not adversely affect (i) the exercise by Lessor or the Secured Parties of any right, privilege or remedy afforded

to them in connection with this Omnibus Agreement or the other Operative Documents or (ii) the enforcement of any such right, privilege or remedy.

(n) Lessee's chief executive office is located in Mexico City, Mexico and its location for the purposes of the Cape Town Convention is Mexico.

(o) It has not paid or agreed to pay and covenants that it will not pay or agree to pay to any person any commission, fee or other payment in connection with the operation of the Operative Documents except for (i) amounts payable to Lessee's regular full time employees (if any) to the extent of their regular compensation, (ii) amounts payable pursuant to the provisions of the Operative Documents or (iii) reasonable compensation for bona fide professional, technical or other comparable services.

(p) Neither it nor any of its assets enjoys any right of immunity, sovereign or otherwise, or exemption under Applicable Laws on any grounds from suit, seizure, execution, attachment or other legal process in respect of its obligations under this Omnibus Agreement and each Operative Document to which it is, or is to be, a party; and the execution, delivery and performance of this Omnibus Agreement and each Operative Document to which it is or is to be a party constitute its private and commercial acts.

(q) The choice of New York law to govern this Omnibus Agreement and each of the other Operative Documents stated to be governed by New York law to which Lessee or Guarantor is a party will be recognized and given effect by the courts of Mexico and the United States and the submission by it to the jurisdiction of the courts of New York is legal, valid and binding under the laws of Mexico and the United States and will be enforced in any action brought before a court of competent jurisdiction in Mexico. A judgment obtained against it in a court in the State of New York pursuant to service of process affording actual notice (which would include notice to the relevant Process Agent in accordance with Section 12(d) of this Participation Agreement) would, whether or not Lessee has entered an appearance in New York, be enforceable against it by the courts of Mexico, and the enforcement of any such judgment would not be contrary to the laws or public policy of Mexico. Notwithstanding anything herein to the contrary, the Bankruptcy Court shall have jurisdiction to hear disputes arising from or related to this Omnibus Agreement during the pendency of the Chapter 11 Cases.

(r) Each of Lessee and Guarantor has filed all returns in respect of Taxes required by Applicable Laws to be filed by it and has paid all Taxes imposed upon it or any of its properties, assets, income or franchises under Applicable Laws which are due and payable, except to the extent that such Taxes are being contested in good faith and for the payment of which adequate reserves have been provided.

(s) Lessee's agent for service of process under Section 46103 of the Act is John R. Mietus, Jr., Law Office of John Mietus, LLC, 1201 Pennsylvania Ave., N.W., Suite 300, Washington DC, 20004, located in Washington, DC.

(t) Each of the Aircraft and each of the Engines are Aircraft Objects.

(u) Lessee has not issued a deregistration power of attorney or similar instrument, with respect to any Aircraft or any Engine, to any person other than the Security Trustee or Ex-Im Bank.

(v) (1) Each of Lessee and each of its Principals individually (a) is not Excluded or Disqualified from participating in a Covered Transaction, (b) is not formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending; and (c) is not, and within the past three (3) years has not been, indicted, convicted or had a civil judgment rendered against it for any conduct or offense described at 2 C.F.R. § 180.800(a) in the Debarment Regulations.

(2) Lessee has not made any payment in connection with any Loan or any Supply Contract to any Person who is Excluded or Disqualified from participating in a Covered Transaction.

(3) None of Lessee nor any of its Principals individually are listed on any of the publicly available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank.

(4) None of Lessee or any director, officer, or employee of Lessee is a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(w) Lessee will use the Aircraft primarily outside the European Union.

Section 8. Covenants of Lessee. Lessee covenants and agrees with each of the parties hereto as follows:

(a) Lessee shall provide immediate written notice to Ex-Im Bank if at any time it learns that:

(i) any of Lessee or any of its Principals individually, (A) is Excluded or Disqualified from participating in a Covered Transaction, (B) is formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending or (C) is or, within the past three (3) years, has been indicted, convicted or has a civil judgment rendered against it for any conduct or offenses described at 2 C.F.R. § 180.800(a) in the Debarment Regulations;

(ii) Lessee has made any payment described in Section 6(w)(2) hereto;

(iii) any of Lessee or any of its Principals individually, is listed on any of the publicly available debarment lists described in Section 5(r)(3) hereto; or

(iv) Lessee or any director, officer, or employee of Lessee becomes a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(b) Lessee shall not, and shall not authorize or permit any of its directors, officers, or employees, agents, representatives, or any other Person to, (i) use or otherwise make available, directly or indirectly, the proceeds of any Loan, to fund or facilitate any activities with or for the benefit of any Sanctioned Person or in any Sanctioned Country; or (ii) make any payments in connection with any Loan, this Omnibus Agreement or any other Operative Document, including to discharge any debt, with proceeds from activities involving, directly or indirectly, any Sanctioned Person or Sanctioned Country.

(c) Lessee acknowledges that the Aircraft is subject to Export Control Laws and agrees that it shall not export, re-export, operate, fly or sublease the Aircraft or the Engines (if installed on aircraft other than the Aircraft) in violation of Export Control Laws, or otherwise allow the Aircraft or the Engines to be so exported, re-exported, operated, flown or subleased.

Section 9. Representations and Warranties of the Lessor. Lessor hereby represents and warrants to the other parties hereto that:

(a) It has all requisite limited liability company power and authority to enter into and perform its obligations under this Omnibus Agreement and Operative Documents to be executed by it on such date.

(b) Neither the execution and delivery by it of this Omnibus Agreement or the Notes nor the performance by it of its obligations hereunder or thereunder requires the consent or approval of, the giving of notice to, or the registration or filing with, or the taking of any other action in respect of, the State of Delaware.

(c) Neither the execution and delivery of this Omnibus Agreement, the performance of its obligations hereunder or thereunder, nor its consummation of the transactions contemplated hereby or thereby will violate any Applicable Laws in the State of Delaware or the United States or will conflict with or result in any breach of, or constitute a default under, or result in the creation or imposition of any Lien (other than Permitted Liens) or any Lien upon any of its other property or assets, under any Applicable Laws, its certificate of incorporation, by-laws or any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it may be bound or to which any of its property or assets may be subject.

(d) (A) The execution, delivery and performance of this Omnibus Agreement have been duly authorized by all necessary action of it; and (B) this Omnibus Agreement, and the Notes constitute, or upon execution will constitute, a direct, general and unconditional obligation of it, legal, valid and binding upon it and enforceable against it in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by the application of

general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). The Omnibus Agreement and the Notes have been duly executed by the Lessor.

Section 10. Cure Amount. Subject to and upon the occurrence of the Effective Date, with respect to the payment in full and final satisfaction of all monetary claims and cure of all monetary defaults arising under the Lease Agreement (as amended by this Omnibus Agreement) and other Operative Documents (as amended by this Omnibus Agreement), the parties agree that Ex-Im Bank and the Security Trustee (on behalf of themselves and each other Secured Party) shall be entitled to, for the period between the Petition Date and the Effective Date, Lessee's performance in accordance with the terms of each of the Stipulation, this Omnibus Agreement and the Operative Documents (as amended by this Omnibus Agreement), including performance of the obligations in each of the Stipulation, this Omnibus Agreement and the Operative Documents (as amended by this Omnibus Agreement), as applicable.

Section 11. Treatment of Claims.

(a) In respect of the documented sum or sums that Ex-Im Bank has paid or, prior to the Effective Date, may pay to the vendors of Lessee (and/or Aerolitoral, S.A. de C.V.) listed on Exhibit C (the "*Insureds*") on account of the insurance claims made by such Insureds under their insurance policies with Ex-Im Bank as more particularly described on Exhibit C (the "*Insurance Policies*"), Lessee agrees that Ex-Im Bank shall possess a general unsecured claim in the allowed amount representing such documented sum or sums paid by Ex-Im Bank to such Insured on account of such insurance claims (the "**Allowed Claim**"). The aggregate amount of the potential Allowed Claim is set forth in the relevant proofs of claim filed by Ex-Im Bank, being (i) a proof of claim in Case Number 20-11561, as assignee and subrogee of Aero Parts Management, LLC, which proof of claim was assigned Claim Number 537, (ii) a proof of claim in Case Number 20-11561, as assignee and subrogee of J.D.L. Industries-Miami, which proof of claim was assigned Claim Number 538, (iii) a proof of claim in Case Number 20-11561, as assignee and subrogee of Unical Aviation, Inc., which proof of claim was assigned Claim Number 539, (iv) a proof of claim in Case Number 20-11561, as assignee and subrogee of Commercial Aviation International LLC, which proof of claim was assigned Claim Number 540, and (v) a proof of claim in Case Number 20-11565, as assignee and subrogee of Aero Parts Management, LLC, which proof of claim was assigned Claim Number 572. As of the date hereof, the current amount of the Allowed Claim is \$196,852.26. The amount of the Allowed Claim shall be given the same treatment as the holders of other general unsecured claims of aircraft lessors and financiers against the Lessee and its affiliated debtors (including Aerolitoral, S.A. de C.V.) in the Chapter 11 Cases. The Approval Order will expressly contain an approval and authorization of the Allowed Claim and shall also provide that the Allowed Claim shall not be (either directly or indirectly) (Y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (Z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code.

(b) Upon the Effective Date, the proofs of claims numbered 458, 526, 716 and 717 filed against the Lessee and its affiliated debtors in the Chapter 11 Cases shall be deemed adjusted to include a zero dollar amount, without any further action required by the Bankruptcy Court, the parties hereto or any other person and no further claims shall be filed or allowed against

the Lessee or its affiliated debtors in the current Chapter 11 Cases in respect of the Operative Documents.

Section 12. Expenses. Lessee agrees to pay, within three (3) Business Days after the later of the Effective Date and receipt of the relevant invoice, the (a) reasonable and documented legal expenses of Ex-Im Bank in an amount not to exceed \$[REDACTED] and (b) Ex-Im Bank's aircraft inspection costs in the amount of \$[REDACTED], in each case as such legal expenses and costs were incurred in connection with the Chapter 11 Cases and/or the negotiation and completion of the Restructuring (collectively, the "**Transaction Costs**"). For the avoidance of doubt, the capped amounts set forth in (a) and (b) above are cumulative for this Agreement and the Other Omnibus Agreements.

Section 13. Ratification; Effectiveness.

(a) Except as expressly amended hereby, the Operative Documents shall continue and shall remain in full force and effect in all respects. The amendments set forth herein shall be effective as to the Operative Documents as and from the date hereof, and from and after the date hereof any and all references to any of the Operative Documents shall be deemed to refer to such document as amended hereby.

(b) The Lessor and the Lessee each confirm for the benefit of the Secured Parties that any Lien created by it under the Operative Documents (i) extends to its obligations under the Operative Documents, as amended, supplemented or otherwise modified by this Omnibus Agreement and (ii) continues in full force and effect as continuing security for such obligations on the terms set out in the relevant Operative Documents, as amended hereby.

(c) This Omnibus Agreement will be deemed to be an "Operative Document" at all times following the date hereof.

Section 14. AMX Guarantee. Guarantor hereby (i) reaffirms that the AMX Guarantee remains in full force and effect, (ii) acknowledges and consents to the amendments set forth in this Omnibus Agreement and (iii) confirms that the Guaranteed Documents and Guaranteed Obligations in the AMX Guarantee Agreement include the Operative Documents and the obligations thereunder as amended by this Omnibus Agreement.

Section 15. Governing Law. THIS OMNIBUS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 16. Confidentiality. The provisions of Section 13 of the Participation Agreement are incorporated herein; *provided that* Lessee and Guarantor may disclose this Omnibus Agreement and any other Operative Documents executed or entered into in connection herewith to (i) the U.S. Trustee, (ii) the entities providing the debtor-in-possession financing to the Lessee and its affiliated debtors and each of their professional advisors, and (iii) each of the professional advisors to the Unsecured Creditors Committee and the Ad Hoc Bondholders Group.

Section 17. Miscellaneous.

(a) This Omnibus Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees; provided that Lessee may not assign any of its rights or delegate any duty under this Omnibus Agreement to any Person.

(b) The section headings in this Omnibus Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

(c) By its signature below, Ex-Im Bank hereby instructs the Security Trustee and the Borrower and the Lessor Parent to execute and deliver this Omnibus Agreement.

(d) Any provision of this Omnibus Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and shall not invalidate or render unenforceable the other provisions hereof in any jurisdiction.

(e) To the extent permitted by Applicable Law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(f) This Omnibus Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Omnibus Agreement by signing any such counterpart. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Amendment Agreement (MSNs 36700, 36701 and 36702) to be duly executed as of the date and year first above written.

Lessee

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____

Name:

Title:

By: _____

Name:

Title:

Guarantor

**GRUPO AEROMÉXICO, S.A.B. DE
C.V.**

By: _____

Name:

Title:

By: _____

Name:

Title:

Lessor

**MEXICAN AIRCRAFT FINANCE III,
LLC**, by its Manager, Mexican Aircraft
Finance III, Ltd.

By: _____
Name:
Title:

Lessor Parent

**MEXICAN AIRCRAFT FINANCE III,
LTD.,**

By: _____
Name:
Title:

Security Trustee

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

By: _____
Name:
Title:

Ex-Im Bank

**EXPORT-IMPORT BANK OF THE
UNITED STATES**

By: _____
Name:
Title:

Exhibit A-1

Schedule I to the Lease Supplement No. I [MSN 36700]

Basic Rent A Payment Date / Basic Rent B Payment Date	Basic Rent A Payment (USD)	Basic Rent B Payment (USD)	Outstanding Principal Amount of Loan (USD)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exhibit A-2

Schedule I to the Lease Supplement No. II [MSN 36701]

Basic Rent A Payment Date / Basic Rent B Payment Date	Basic Rent A Payment (USD)	Basic Rent B Payment (USD)	Outstanding Principal Amount of Loan (USD)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exhibit A-3

Schedule I to the Lease Supplement No. III [MSN 36702]

Basic Rent A Payment Date / Basic Rent B Payment Date	Basic Rent A Payment (USD)	Basic Rent B Payment (USD)	Outstanding Principal Amount of Loan (USD)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exhibit B-1

Schedule I to Note No. I [MSN 36700]

Loan Payment Date	Interest Payment (USD)	Principal Payment (USD)	Outstanding Principal Amount (USD)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exhibit B-2

Schedule I to Note No. II [MSN 36701]

Loan Payment Date	Interest Payment (USD)	Principal Payment (USD)	Outstanding Principal Amount (USD)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exhibit B-3

Schedule I to the Note No. III [MSN 36702]

Loan Payment Date	Interest Payment (USD)	Principal Payment (USD)	Outstanding Principal Amount (USD)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exhibit C

INSUREDS AND INSURANCE POLICIES

Insurance Policy	Insured	Obligor(s)
[REDACTED]	[REDACTED]	Aerolitoral, S.A. de C.V. and Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.

Exhibit 2 to Proposed Order

Omnibus Amendment Agreement 2

OMNIBUS AMENDMENT AGREEMENT (MSNs 36703, 36704 and 36708)

Dated as of _____, 2021

Among

AEROVÍAS DE MÉXICO, S.A. DE C.V.
as Lessee and as a Guarantor

GRUPO AEROMÉXICO, S.A.B. DE C.V.
as a Guarantor

MEXICAN AIRCRAFT FINANCE IV, LTD.
as Lessor Parent

MEXICAN AIRCRAFT FINANCE IV, LLC
as Lessor

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

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Three (3) Boeing Model 737-800 Aircraft
Ex-Im Bank Guarantee No. AP087791XX – Mexico

**OMNIBUS AMENDMENT AGREEMENT
(MSNs 36703, 36704 and 36708)**

THIS OMNIBUS AMENDMENT AGREEMENT (MSNs 36703, 36704 and 36708) dated as of _____, 2021 (this “**Agreement**” or this “**Omnibus Agreement**”) is among **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico (“**Lessee**”), **MEXICAN AIRCRAFT FINANCE IV, LLC**, a Delaware limited liability company (“**Lessor**” or “**Issuer**”), **MEXICAN AIRCRAFT FINANCE IV, LTD.**, an exempt company incorporated under the laws of Bermuda (the “**Lessor Parent**”), **GRUPO AEROMÉXICO, S.A.B. DE C.V.**, a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico (“**Guarantor**”), **WILMINGTON TRUST COMPANY**, not in its individual capacity, but solely as Security Trustee (the “**Security Trustee**”), and **EXPORT-IMPORT BANK OF THE UNITED STATES**, an agency of the Government of the United States of America (“**Ex-Im Bank**”).

WITNESSETH:

WHEREAS, Lessor, Lessee, Guarantor, Lessor Parent, Security Trustee and Ex-Im Bank, among others, previously entered into the Participation Agreement dated June 11, 2013 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Participation Agreement**”) in connection with the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36703, 36704 and 36708;

WHEREAS, Lessor and Lessee previously entered into the Lease Agreement dated as of June 11, 2013 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Lease Agreement**”);

WHEREAS, Guarantor and Lessee, among others, previously entered into the AMX Guarantee Agreement dated as of June 14, 2013 (as amended, supplemented or otherwise modified prior to the Effective Date, the “**AMX Guarantee**”);

WHEREAS, Issuer, Ex-Im Bank, the Security Trustee, Wells Fargo Bank, National Association, as Indenture Trustee (the “**Indenture Trustee**”), JPMorgan Chase Bank, National Association and Citibank, N.A., as Guaranteed Lenders (the “**Guaranteed Lenders**”), and JPMorgan Chase Bank, National Association, as calculation agent (the “**Calculation Agent**”), previously entered into the Indenture dated as of June 11, 2013 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Indenture**”);

WHEREAS, Issuer previously issued a Fixed Rate Global Note No. I on June 30, 2013 (the “**Original Global Note**”);

WHEREAS, Lessee and certain of its affiliates filed for Chapter 11 bankruptcy protections and sought emergency reorganization pursuant to which the parties hereto have agreed to restructure the transaction on the terms set out in this Omnibus Agreement;

WHEREAS, the parties hereto have agreed to, among other things, restructure [REDACTED] under the Lease Agreement, to amend [REDACTED] to the Lease Supplements

and to [REDACTED] of the Lease Agreement and [REDACTED] (collectively, the “**Restructuring**”); and

WHEREAS, in order to complete the Restructuring as set forth in this Omnibus Agreement, the parties have agreed to make necessary amendments to the Operative Documents.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Part I of Appendix A to the Participation Agreement, and this Omnibus Agreement shall be interpreted in accordance with the rules of construction set forth in Part II of Appendix A to the Participation Agreement.

In addition, the following words and expressions shall have the following meanings:

“**Approval Order**” means an order of the Bankruptcy Court that, *inter alia*, approves this Omnibus Agreement and the Other Omnibus Agreements, authorizes Lessee and Guarantor, as applicable, to comply with the terms and obligations of this Omnibus Agreement and the Other Omnibus Agreements, authorizes the Lessee and Guarantor, as applicable, to assume the Lease Agreement (as amended by this Omnibus Agreement), the other Operative Documents (as amended by this Omnibus Agreement) and the lease agreements and other documents as provided in the Other Omnibus Agreements pursuant to Sections 363, 364, 365 and 1123(b)(2), and Bankruptcy Rule 9019, as applicable, of the United States Bankruptcy Code, approves the Allowed Claim, and that is otherwise in form and substance reasonably acceptable to Ex-Im Bank.

“**Bankruptcy Code**” means Section 101 et seq. of Title 11 of the United States Code.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Chapter 11 Cases**” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of Lessee and its affiliated debtors and debtors-in-possession filed on June 30, 2020 in the Bankruptcy Court and the related parallel and ancillary proceedings.

“**Effective Date**” means the date occurring after the Approval Order is entered by the Bankruptcy Court on which all conditions precedent set forth in Section 3 hereof have been satisfied.

“**Lease Amendments**” means, collectively, (i) Amendment No. 1 to Lease Agreement dated on or about the date hereof between Lessor and Lessee; (ii) Amendment No. 2 to Lease Supplement No. I dated on or about the date hereof between Lessor and Lessee; (iii) Amendment No. 2 to Lease Supplement No. II dated on or about the date hereof between Lessor and Lessee; and (iv) Amendment No. 1 to Lease Supplement No. III dated on or about the date hereof between Lessor and Lessee, and, individually, any of such amendments as the context may indicate or require.

“**Other Omnibus Agreements**” means the omnibus amendment agreements dated on or about the date hereof between the Borrower, AMX Guarantor, Ex-Im Bank and others, relating to (i) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36700, 36701 and 36702, (ii) the financing of two (2) Boeing 787-8 aircraft with manufacturer’s serial numbers 36843 and 36844, and (iii) each of the Medium-Term Credit Agreements (trans. nos. AP089151XX-Mexico; AP089216XX-Mexico; MTG No. 706203-Mexico; and AP089272XX-Mexico).

“**Plan Effective Date**” means the date on which each of the following conditions have been satisfied: (a) a Chapter 11 plan for the Lessee and its affiliated debtors has been confirmed by the Bankruptcy Court and (b) such Chapter 11 plan becomes effective in accordance with the terms of such plan.

“**Stipulation**” means the *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment*, dated November 16, 2020 and approved by the Bankruptcy Court and entered on such Bankruptcy Court’s Docket on November 18, 2020 (Docket No. 652).

“**Petition Date**” means the date on which Lessee and its affiliated debtors filed the Chapter 11 Cases, being June 30, 2020.

“**Stipulation Period**” has the meaning given to such term in the Stipulation.

Section 2. Amendments. Effective as of the Effective Date, the parties hereby agree to the following amendments:

(a) Amendments to the Lease Agreement. The parties agree to amend the Lease Agreement as follows:

(i) Section 7(e)(i)(1) of the Lease Agreement shall be deleted in its entirety and replaced with the following:

“(1) flown to or within, or otherwise exported, re-exported, operated or used to or within, an Excluded Country or a Sanctioned Country, except as may be authorized or licensed under Sanctions and Export Control Laws, or operated by, or for the benefit of, a Sanctioned Person or by or for an airline or any other Person which is a national of, or established under, the laws of, or whose principal place of business or principal place of aircraft operations is located in, an Excluded Country or a Sanctioned Country;”.

(ii) Section 7(e)(i)(7) of the Lease Agreement shall be amended by adding the words “under Applicable Laws” after the words “or an illegal manner”.

(iii) Section 10(b) of the Lease shall be amended by replacing the following provision:

“on an agreed-value basis in an amount not less than the aggregate of (i) 120% (in the case of a Fixed Rate Note) of the Loan Value for such Aircraft, or (ii) 115% (in

the case of a Floating Rate Note) of the Loan Value for such Aircraft calculated using the relevant Floating Rate at the time of the taking out or renewal of Insurances for such Aircraft, in each case during the applicable insurance period (the “**Threshold Value**”)

with the following:

“on an agreed-value basis in an amount not less than the aggregate of [REDACTED]% of the Loan Value for such Aircraft calculated using the [REDACTED] Rate, in each case during the applicable insurance period (the “**Threshold Value**”)

(iv) The parties hereto agree that Schedule I and I-R, as applicable, to each Lease Supplement shall be deleted and replaced with Schedule I attached hereto as Exhibit A-1, A-2 or A-3, respectively.

(v) Section 16 of the Lease shall be amended by replacing the text after “If to Lessee:” with the following text:

Aerovías de México, S.A. de C.V.
Avenida Paseo de la Reforma No. 445
Colonia Cuauhtémoc Delegación Cuauhtémoc,
México, Distrito Federal C.P. 06500

Attention: Chief Financial Officer
Telephone: [REDACTED]
Fax: 52 55 5063-4626

With a copy to:

White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Blvd.
Miami, Florida 33131

Attention: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]

(b) Amendment to the Indenture. The parties hereto agree that Section 2.06(d)(ii)(3) of the Indenture shall be deleted in its entirety and replaced with the following:

“(3) If at any time the Issuer, the Lessee or any director, officer, or employee of the Issuer or the Lessee, shall be or become a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation

in a Sanctioned Country), upon receipt by the Borrower and the Lessee of a notice from Ex-Im Bank requiring prepayment of the Notes, the Borrower shall, no later than 90 days after the date of such notice, prepay the Loan Values for all Aircraft (together with all accrued and unpaid interest thereon to the date of the prepayment and all other amounts then due and owing under the Operative Documents).”

(c) Amendments to all Operative Documents.

(i) Notwithstanding anything to the contrary contained in any Operative Document, the parties hereto agree that as of the Effective Date, (A) the Issuer shall issue a Definitive Note for each Aircraft to Ex-Im Bank pursuant to Section 2.07(a) of the Indenture, (B) interest on the Definitive Notes thereafter will accrue at the [REDACTED] Rate specified in Section 6 below, and (C) all payments of Basic Rent thereafter will be made directly to Ex-Im Bank.

(ii) Prior to the Plan Effective Date, Defaults and Events of Default under the Lease Agreement shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided further, that, subject to the provisions of Section 8(b) of this Omnibus Agreement, the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee’s breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements).

(iii) Notwithstanding anything to the contrary contained in any Operative Document, with effect from the Effective Date, (x) all representations, warranties, covenants, undertakings and obligations by the Lessee and the Guarantor under the Operative Documents expressed in favor of the Indenture Trustee and the Noteholders (or any agent acting on their behalf) and all rights, discretions and benefits of the Indenture Trustee and the Noteholders (and any agent acting on their behalf) contained in the Operative Documents, are hereby deleted in their entirety and (y) all references in the Operative Documents to the Issuer Indemnity Agreement are hereby deleted in their entirety and such agreement shall no longer be considered an “Operative Document”.

(d) Amendments to Appendix A - Definitions to each Operative Document. The parties agree to amend Appendix A to the Participation Agreement as follows:

(i) The definition of [REDACTED] Rate shall be deleted in its entirety and replaced with the following:

““[REDACTED] Rate” shall mean a [REDACTED] interest rate equal to [REDACTED] per annum.”

(ii) The definition of Interest Payment Date shall be deleted in its entirety and replaced with the following:

“**Interest Payment Date**” shall mean, with respect to a Note, each Payment Date relating to such Note.”

(iii) The definition of Payment Date shall be deleted in its entirety and replaced with the following:

“**Payment Date**” shall mean, in respect of each Note and the Aircraft related thereto, each of the dates set forth on Annex A to the related Note, provided, if any Payment Date would otherwise be a day that is not a Banking such Payment Date shall be the next succeeding Banking Day.”

(iv) The definition of Operative Documents shall be amended by adding the words “the Omnibus Agreement”.

(v) The following definitions shall be added in alphabetical order to Appendix A in each Operative Document.

“**BIS**” means the Bureau of Industry and Security of the U.S. Department of Commerce.

“**Covered Transaction**” shall have the meaning set forth in the Debarment Regulations.

“**Debarment Regulations**” shall mean the Ex-Im Bank Nonprocurement Debarment and Suspension Regulations, 2 C.F.R. § 3513 and the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. § 180.

“**Disqualified**” shall have the meaning set forth in the Debarment Regulations.

“**Effective Date**” shall have the meaning set forth in the Omnibus Agreement.

“**Excluded**” shall have the meaning set forth in the Debarment Regulations.

“**Export Control Laws**” means any and all dual use and export control laws, regulations and directives maintained or administered by BIS or any Government Body having jurisdiction over the Aircraft, as such laws, regulations and directives may be amended or restated from time to time.

“**OFAC**” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“**OFAC Regulations**” shall mean, with respect to Sanctions, the regulations of OFAC, 31 C.F.R. Chapter V, and corresponding executive orders, as such regulations and orders may be amended from time to time.

“Omnibus Agreement”, shall mean that certain Omnibus Agreement dated as of _____, 2021 among Aerovías de México, S.A. de C.V., as Lessee, Grupo Aeroméxico, S.A.B. de C.V., as Guarantor, Mexican Aircraft Finance IV, LLC, as Lessor, Mexican Aircraft Finance IV, Ltd., as Lessor Parent, Wilmington Trust Company, as Security Trustee and Export-Import Bank of the United States.

“Principals” shall have the meaning set forth in the Debarment Regulations.

“Sanctioned Country” shall mean any country or territory that is targeted by comprehensive, country-wide or territory-wide Sanctions.

“Sanctioned Person” shall mean a Person (a) that appears on the List of Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List as administered by OFAC; (b) that is located, domiciled, organized in, or having the nationality of, a Sanctioned Country; (c) that is owned or controlled, directly or indirectly, by one or more Persons covered by (a) or (b); or (d) with whom, as determined by Ex-Im Bank in its sole discretion, Ex-Im Bank is prohibited or restricted from doing business, in each case, pursuant to OFAC Regulations or other Sanctions under Applicable Law of the United States.

“Sanctions” shall mean any economic, trade or sectoral sanctions, blocking orders, embargoes and anti-terrorism laws issued, administered, or enforced by a Sanctions Authority.

“Sanctions Authority” shall mean the United States or the United Nations Security Council or the respective governmental institutions, departments, divisions, agencies, or instrumentalities or instrumentalities of the foregoing, including, without limitation, OFAC and the U.S. Department of State.

Section 3. Conditions Precedent. The Effective Date will be deemed to have occurred, and the amendments in Section 2 of this Omnibus Agreement will be deemed to take effect, on the date on which Ex-Im Bank confirms that each of the following conditions precedent shall have been satisfied:

(a) The representations and warranties set out in Section 7 of this Omnibus Agreement shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to an earlier date in which case such representation or warranty shall be true and correct as of such earlier date).

(b) No event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof) would constitute, an Event of Default shall have occurred and be continuing on the Effective Date, provided that an Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided

further, that the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee's breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements) prior to the Effective Date.

(c) The Lessor, Lessee, the Security Trustee and Ex-Im Bank shall have received duly executed copies of this Omnibus Agreement and the Other Omnibus Agreements duly authorized, executed and delivered by the parties hereto and thereto.

(d) Ex-Im Bank shall have returned to the Lessee the Original Global Note (as in effect immediately prior to the Effective Date) and in exchange shall have received a new Definitive Note in connection with (i) the Aircraft with manufacturer's serial number 36703 with schedules matching Exhibit B-1 hereto, (ii) the Aircraft with manufacturer's serial number 36704 with schedules matching Exhibit B-2 hereto, and (iii) the Aircraft with manufacturer's serial number 36708 with schedules matching Exhibit B-3 hereto.

(e) Ex-Im Bank shall have received (i) evidence of the acceptance of the Process Agent appointed by the Lessee, Lessor, and the Guarantor for [REDACTED] through one year after the latest Final Maturity Date [REDACTED] and (ii) evidence of the Lessee's and the Guarantor's appointment of their Process Agent [REDACTED] in accordance with Mexican law.

(f) No change in Applicable Laws shall have occurred after the date of this Omnibus Agreement and prior to the Effective Date that would make it unlawful for any party to execute, deliver or perform its obligations hereunder.

(g) Ex-Im Bank shall have received, in form and substance satisfactory to it, such evidence (including, without limitation, resolutions and copies of organizational documents) as it or its counsel shall reasonably request as to the authorization of the execution, delivery and performance by each party hereto (other than itself) of this Omnibus Agreement.

(h) Ex-Im Bank shall have received, in form and substance satisfactory to it, certified copies of all documents, including specimen signatures, necessary to evidence the authority of each person who, acting on behalf of the parties to this Omnibus Agreement (other than itself), has signed or will sign the aforementioned agreements, the statements, reports, certificates and other documents which have been or will be delivered under this Omnibus Agreement or will otherwise act as a representative of such party.

(i) Ex-Im Bank shall have received, in form and substance satisfactory to it, confirmation that all governmental and other licenses, approvals, consents, registrations, exemptions and filings in respect of any Government Body (in Mexico, Bermuda or the United States, as applicable) necessary or advisable for the execution, delivery and performance and observance of this Omnibus Agreement and for the legality, validity, enforceability and effectiveness thereof have been obtained or effected on an unconditional basis and remain in full force and effect.

(j) Ex-Im Bank shall have received, in form and substance satisfactory to it, dated as of the Effective Date or such earlier date as it shall permit:

(i) a certificate signed by a duly authorized officer of Lessee, certifying as true and correct its constitutional documents and by-laws (“**estatutos**”) and an incumbency certificate as to the persons authorized to execute and deliver such documents on behalf of Lessee, containing the specimen signatures of each such authorized person, in each case, with English translations thereof if not already in English, certified by Lessee to be true and faithful to the original version thereof;

(ii) (A) a certificate signed by a duly authorized member, officer or manager of the Lessor, certifying as true and correct (1) its constitutional documents and (2) an incumbency certificate of each person or persons authorized to execute and deliver such documents on behalf of the Lessor, containing the specimen signatures of each such authorized person; and (B) a notarized and apostilled power of attorney issued by the Lessor in favor of Ex-Im Bank’s special Mexican counsel, duly translated into Spanish by a Mexican certified translator, for the execution, notarization, filing and registration of the Lease Amendments with the Civil Aviation Authority and/or the RAM; and

(iii) a copy of the Approval Order.

(k) The legal opinions, each dated on the Effective Date, of:

(i) White & Case LLP, New York counsel to Lessee;

(ii) Morris James LLP, special Delaware counsel to the Lessor relating to its role in the transactions contemplated by this Omnibus Agreement;

(iii) SAI Derecho & Economía, S.C., special Mexican counsel to Ex-Im Bank; and

(iv) In-house counsel to Lessee and the Guarantor.

(l) Ex-Im Bank shall have received evidence, in form and substance satisfactory to it, that all Transaction Costs and other expenses, including, without limitation, inspection costs, required to be paid on or before the Effective Date under the terms of this Omnibus Agreement shall have been paid by Lessee.

(m) Ex-Im Bank shall have received payment of all Interest Rent Payments (as that term is defined in the Stipulation) from the Petition Date and otherwise payable to (but excluding) the Effective Date.

(n) The Indenture Trustee shall have made a claim for the Original Global Note under the Ex-Im Bank Guarantee and shall have assigned all of its rights to Ex-Im Bank in accordance with the provisions of the Ex-Im Bank Guarantee.

Section 4. Conditions Subsequent. The Lessor, the Lessee, the Security Trustee, and Ex-Im Bank shall use commercially reasonable efforts to ensure that any notarizations, legalizations and Spanish translations of the Omnibus Agreement, the Lease Amendments and any other amendments to the Operative Documents as may be required by the Civil Aviation Authority

and/or the RAM in connection with the filings and registrations set forth in Section 7(b) below are obtained after the Effective Date.

Section 5. Effectiveness.

(a) The parties acknowledge and agree that this Omnibus Agreement will be binding upon the parties' execution hereof in accordance with the terms hereof.

(b) For the avoidance of doubt, entry of the Approval Order and the occurrence of the Effective Date shall constitute an assumption of the Lease Agreement (as amended by this Omnibus Agreement) and the other Operative Documents (as amended by this Omnibus Agreement) for purposes of Section 365(a) of the Bankruptcy Code.

(c) The parties hereto agree that on the Effective Date, the parties shall be bound by the terms of the Operative Documents (each as amended by this Omnibus Agreement).

(d) The Stipulation Period will be deemed to have terminated upon the Effective Date in accordance with clause (ii) of the definition of "Stipulation Period" in the Stipulation. For the avoidance of doubt, upon the Effective Date, Lessee will be released of all obligations under the Stipulation in respect of the "Maintenance Utilization Payments" (as that term is defined in the Stipulation).

Section 6. Interest Payments. As of and from the Effective Date, interest shall accrue on the outstanding principal amount of each Definitive Note at a [REDACTED] rate equal to [REDACTED] per annum.

Section 7. Representations and Warranties of the Lessee and Guarantor. Each of Lessee and Guarantor hereby represents and warrants as of the date hereof and as of the Effective Date (except as otherwise specified below) (which representations and warranties shall survive the Effective Date) that:

(a) Lessee is a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico and has all requisite corporate power and authority to own and operate its properties, carry on its business as now conducted and to enter into and perform its obligations under this Agreement and each of the Operative Documents theretofore executed or to be executed by it on such date and (ii) Guarantor is a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico and has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and each of the Operative Documents theretofore executed or to be executed by it on such date.

(b) Except as otherwise set forth in this Omnibus Agreement, neither the execution and delivery by it of this Omnibus Agreement or any of the other Operative Documents theretofore executed or to be executed by it on such date, nor the performance by it of its obligations hereunder or thereunder, requires the consent or approval of, the giving of notice to, or the registration or filing with, or the taking of any other action in respect of, the United States, Bermuda or Mexico, except only for the following: (i) the filing of the Lease Amendments with the RAM; (ii) the filing of UCC continuation statements with respect to the Collateral and (iii) the

orders, permits, waivers, exemptions, authorizations and approvals of any other regulatory authorities having jurisdiction over Lessee's operation of the Aircraft, all of which orders, permits, waivers, exemptions, authorizations and approvals, to the extent currently required for such execution, delivery and performance, have theretofore been duly obtained and are in full force and effect on the Effective Date (collectively, the "**Required Approvals**").

(c) The execution and delivery of this Omnibus Agreement and the other Operative Documents to be executed by it on such date, the performance of its obligations hereunder or thereunder, and its consummation of the transactions contemplated hereby or thereby, do not require any specific corporate approval or consent of holders of any indebtedness of Lessee except such as have been duly obtained, and will not conflict with or result in any breach of, or constitute a default under, or result in the creation or imposition of any Lien (other than Permitted Liens) upon the applicable Aircraft or any of its property or assets under, any Applicable Laws, its constitutive documents or any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it may be bound or to which any of its property or assets may be subject.

(d) The execution, delivery and performance of this Omnibus Agreement and each other Operative Document to be executed by it on such date have been duly authorized by all necessary corporate action. This Omnibus Agreement and each other Operative Document to be executed by it on such date constitutes, or upon execution will constitute, its legal, valid and binding obligation, enforceable against it, in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, *concurso mercantil*, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). This Omnibus Agreement and the other Operative Documents to be executed by it on such date are in proper form for their enforcement in the courts of the United States, Bermuda and Mexico; provided that any document in a language other than Spanish must be translated into Spanish by an expert certified by the courts of Mexico prior to its admission by any court in Mexico.

(e) It is subject to civil and commercial law with respect to its obligations under this Omnibus Agreement and the other Operative Documents to which it is or will become a party on such date. The making and performance by Lessee and Guarantor of this Omnibus Agreement and the other Operative Documents to which it is or will become a party constitute private and commercial activities rather than governmental or public activities.

(f) It is not necessary to ensure the legality, validity, enforceability or admissibility in evidence in Mexico of this Omnibus Agreement and the other Operative Documents to be executed by it on such date that any of them or any other instrument be filed, recorded or registered in any public office, registry or elsewhere in Mexico, except as expressly provided herein, or that any stamp, registration or similar Tax be paid in Mexico on or in relation to any of the Operative Documents to which it is or will become a party on such date except for the filings, registrations and fees referred to in Section 6(b) above.

(g) Other than the Chapter 11 Cases and any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating thereto, it is not in default under any document, instrument or agreement to which it is a party or which is binding on it or

any of its assets or revenues, which breach or default would materially adversely affect its ability to perform its obligations under this Omnibus Agreement and the other Operative Documents to be executed by it on such date, and there are, to its knowledge, no pending or threatened investigations, judgments, suits or proceedings in any applicable jurisdiction against it or affecting it or its properties that, if determined adversely, would materially adversely affect its ability to perform such obligations.

(h) The Lease has not been rescinded by either party thereto, and except as disclosed to Ex-Im Bank in writing on or before the date hereof, no Default, Event of Default, Event of Loss or potential Event of Loss under the Lease has occurred and is continuing; provided that a Default or Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided further, that the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee's breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements) prior to the Effective Date.

(i) Its obligations under the Operative Documents, including, without limitation, the obligation of Lessee to pay Rent, are not subject to any law, rule or regulation of Mexico or any agency or instrumentality thereof with regard to any preference for payment of obligations or any rescheduling of the payment of any debt or other obligations, except for applicable bankruptcy, moratorium, insolvency, *concurso mercantil* or other similar laws affecting creditors' rights generally.

(j) As of the date hereof, (i) payments to Lessor of Rent under the Lease or payments from Lessor to any Secured Party under any of the Operative Documents will not be subject to any Taxes in the United States, Bermuda or Mexico, and (ii) there are no Taxes imposed by the United States, Bermuda or Mexico or any agency or instrumentality thereof on or by virtue of the execution or delivery of this Omnibus Agreement or any of the other Operative Documents on the date hereof.

(k) This Omnibus Agreement and the other Operative Documents and any other document, certificate or statement furnished or to be furnished to any party by or on behalf of Lessee in connection with the transactions contemplated hereby or thereby do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein and therein not misleading, and other than any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, there is no fact which has not been disclosed to Ex-Im Bank in writing on or before the date hereof which materially adversely affects or will materially adversely affect (i) any Aircraft, (ii) any Operative Document, or (iii) Lessee's or Guarantor's ability to carry on its business or to perform its respective obligations under this Omnibus Agreement and the other Operative Documents to which Lessee or Guarantor is or will become a party.

(l) There are no Liens on the applicable Aircraft other than Permitted Liens.

(m) Nothing herein or related to the transactions contemplated by this Omnibus Agreement and the other Operative Documents requires, or makes advisable, the qualification by any other party hereto (except for Lessee and Guarantor) for admission to do business under the

laws of Mexico or any political subdivision thereof, and the failure to so qualify does not adversely affect (i) the exercise by Lessor or the Secured Parties of any right, privilege or remedy afforded to them in connection with this Omnibus Agreement or the other Operative Documents or (ii) the enforcement of any such right, privilege or remedy.

(n) Lessee's chief executive office is located in Mexico City, Mexico and its location for the purposes of the Cape Town Convention is Mexico.

(o) It has not paid or agreed to pay and covenants that it will not pay or agree to pay to any person any commission, fee or other payment in connection with the operation of the Operative Documents except for (i) amounts payable to Lessee's regular full time employees (if any) to the extent of their regular compensation, (ii) amounts payable pursuant to the provisions of the Operative Documents or (iii) reasonable compensation for bona fide professional, technical or other comparable services.

(p) Neither it nor any of its assets enjoys any right of immunity, sovereign or otherwise, or exemption under Applicable Laws on any grounds from suit, seizure, execution, attachment or other legal process in respect of its obligations under this Omnibus Agreement and each Operative Document to which it is, or is to be, a party; and the execution, delivery and performance of this Omnibus Agreement and each Operative Document to which it is or is to be a party constitute its private and commercial acts.

(q) The choice of New York law to govern this Omnibus Agreement and each of the other Operative Documents stated to be governed by New York law to which Lessee or Guarantor is a party will be recognized and given effect by the courts of Mexico and the United States and the submission by it to the jurisdiction of the courts of New York is legal, valid and binding under the laws of Mexico and the United States and will be enforced in any action brought before a court of competent jurisdiction in Mexico. A judgment obtained against it in a court in the State of New York pursuant to service of process affording actual notice (which would include notice to the relevant Process Agent in accordance with Section 12(d) of this Participation Agreement) would, whether or not Lessee has entered an appearance in New York, be enforceable against it by the courts of Mexico, and the enforcement of any such judgment would not be contrary to the laws or public policy of Mexico. Notwithstanding anything herein to the contrary, the Bankruptcy Court shall have jurisdiction to hear disputes arising from or related to this Omnibus Agreement during the pendency of the Chapter 11 Cases.

(r) Each of Lessee and Guarantor has filed all returns in respect of Taxes required by Applicable Laws to be filed by it and has paid all Taxes imposed upon it or any of its properties, assets, income or franchises under Applicable Laws which are due and payable, except to the extent that such Taxes are being contested in good faith and for the payment of which adequate reserves have been provided.

(s) Lessee's agent for service of process under Section 46103 of the Act is John R. Mietus, Jr., Law Office of John Mietus, LLC, 1201 Pennsylvania Ave., N.W., Suite 300, Washington DC, 20004, located in Washington, DC.

(t) Each of the Aircraft and each of the Engines are Aircraft Objects.

(u) Lessee has not issued a deregistration power of attorney or similar instrument, with respect to any Aircraft or any Engine, to any person other than the Security Trustee or Ex-Im Bank.

(v) (1) Each of Lessee and each of its Principals individually (a) is not Excluded or Disqualified from participating in a Covered Transaction, (b) is not formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending; and (c) is not, and within the past three (3) years has not been, indicted, convicted or had a civil judgment rendered against it for any conduct or offense described at 2 C.F.R. § 180.800(a) in the Debarment Regulations.

(2) Lessee has not made any payment in connection with any Note or any Supply Contract to any Person who is Excluded or Disqualified from participating in a Covered Transaction.

(3) None of Lessee nor any of its Principals individually are listed on any of the publicly available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank.

(4) None of Lessee or any director, officer, or employee of Lessee is a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(w) Lessee will use the Aircraft primarily outside the European Union.

Section 8. Covenants of Lessee. Lessee covenants and agrees with each of the parties hereto as follows:

(a) Lessee shall provide immediate written notice to Ex-Im Bank if at any time it learns that:

(i) any of Lessee or any of its Principals individually, (A) is Excluded or Disqualified from participating in a Covered Transaction, (B) is formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending or (C) is or, within the past three (3) years, has been indicted, convicted or has a civil judgment rendered against it for any conduct or offenses described at 2 C.F.R. § 180.800(a) in the Debarment Regulations;

(ii) Lessee has made any payment described in Section 7(v)(2) hereto;

(iii) any of Lessee or any of its Principals individually, is listed on any of the publicly available debarment lists described in Section 7(v)(3) hereto; or

(iv) Lessee or any director, officer, or employee of Lessee becomes a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(b) Lessee shall not, and shall not authorize or permit any of its directors, officers, or employees, agents, representatives, or any other Person to, (i) use or otherwise make available, directly or indirectly, the proceeds of any Note, to fund or facilitate any activities with or for the benefit of any Sanctioned Person or in any Sanctioned Country; or (ii) make any payments in connection with any Note, this Omnibus Agreement or any other Operative Document, including to discharge any debt, with proceeds from activities involving, directly or indirectly, any Sanctioned Person or Sanctioned Country.

(c) Lessee acknowledges that the Aircraft is subject to Export Control Laws and agrees that it shall not export, re-export, operate, fly or sublease the Aircraft or the Engines (if installed on aircraft other than the Aircraft) in violation of Export Control Laws, or otherwise allow the Aircraft or the Engines to be so exported, re-exported, operated, flown or subleased.

Section 9. Representations and Warranties of the Lessor. Lessor hereby represents and warrants to the other parties hereto that:

(a) It has all requisite limited liability company power and authority to enter into and perform its obligations under this Omnibus Agreement and Operative Documents to be executed by it on such date.

(b) Neither the execution and delivery by it of this Omnibus Agreement or the Definitive Notes nor the performance by it of its obligations hereunder or thereunder requires the consent or approval of, the giving of notice to, or the registration or filing with, or the taking of any other action in respect of, the State of Delaware.

(c) Neither the execution and delivery of this Omnibus Agreement, the performance of its obligations hereunder or thereunder, nor its consummation of the transactions contemplated hereby or thereby will violate any Applicable Laws in the State of Delaware or the United States or will conflict with or result in any breach of, or constitute a default under, or result in the creation or imposition of any Lien (other than Permitted Liens) or any Lien upon any of its other property or assets, under any Applicable Laws, its certificate of incorporation, by-laws or any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it may be bound or to which any of its property or assets may be subject.

(d) (A) The execution, delivery and performance of this Omnibus Agreement have been duly authorized by all necessary action of it; and (B) this Omnibus Agreement and the Definitive Notes constitute, or upon execution will constitute, a direct, general and unconditional obligation of it, legal, valid and binding upon it and enforceable against it in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by the application of general principles of equity (regardless of whether enforceability is considered in a

proceeding in equity or at law). The Omnibus Agreement and the Definitive Notes have been duly executed by the Lessor.

Section 10. Cure Amount. Subject to and upon the occurrence of the Effective Date, with respect to the payment in full and final satisfaction of all monetary claims and cure of all monetary defaults arising under the Lease Agreement (as amended by this Omnibus Agreement) and other Operative Documents (as amended by this Omnibus Agreement), the parties agree that Ex-Im Bank and the Security Trustee (on behalf of themselves and each other Secured Party) shall be entitled to, for the period between the Petition Date and the Effective Date, Lessee's performance in accordance with the terms of each of the Stipulation, this Omnibus Agreement and the Operative Documents (as amended by this Omnibus Agreement), including performance of the obligations in each of the Stipulation, this Omnibus Agreement and the Operative Documents (as amended by this Omnibus Agreement), as applicable.

Section 11. Treatment of Claims.

(a) In respect of the documented sum or sums that Ex-Im Bank has paid or, prior to the Effective Date, may pay to the vendors of Lessee (and/or Aerolitoral, S.A. de C.V.) listed on Exhibit C (the "*Insureds*") on account of the insurance claims made by such Insureds under their insurance policies with Ex-Im Bank as more particularly described on Exhibit C (the "*Insurance Policies*"), Lessee agrees that Ex-Im Bank shall possess a general unsecured claim in the allowed amount representing such documented sum or sums paid by Ex-Im Bank to such Insured on account of such insurance claims (the "**Allowed Claim**"). The aggregate amount of the potential Allowed Claim is set forth in the relevant proofs of claim filed by Ex-Im Bank, being (i) a proof of claim in Case Number 20-11561, as assignee and subrogee of Aero Parts Management, LLC, which proof of claim was assigned Claim Number 537, (ii) a proof of claim in Case Number 20-11561, as assignee and subrogee of J.D.L. Industries-Miami, which proof of claim was assigned Claim Number 538, (iii) a proof of claim in Case Number 20-11561, as assignee and subrogee of Unical Aviation, Inc., which proof of claim was assigned Claim Number 539, (iv) a proof of claim in Case Number 20-11561, as assignee and subrogee of Commercial Aviation International LLC, which proof of claim was assigned Claim Number 540, and (v) a proof of claim in Case Number 20-11565, as assignee and subrogee of Aero Parts Management, LLC, which proof of claim was assigned Claim Number 572. As of the date hereof, the current amount of the Allowed Claim is \$196,852.26. The amount of the Allowed Claim shall be given the same treatment as the holders of other general unsecured claims of aircraft lessors and financiers against the Lessee and its affiliated debtors (including Aerolitoral, S.A. de C.V.) in the Chapter 11 Cases. The Approval Order will expressly contain an approval and authorization of the Allowed Claim and shall also provide that the Allowed Claim shall not be (either directly or indirectly) (Y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (Z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code.

(b) Upon the Effective Date, the proofs of claims numbered 460, 461, 528 and 529 filed against the Lessee and its affiliated debtors in the Chapter 11 Cases shall be deemed adjusted to include a zero dollar amount, without any further action required by the Bankruptcy Court, the parties hereto or any other person and no further claims shall be filed or allowed against

the Lessee or its affiliated debtors in the current Chapter 11 Cases in respect of the Operative Documents.

Section 12. Expenses. Lessee agrees to pay, within three (3) Business Days after the later of the Effective Date and receipt of the relevant invoice, the (a) reasonable and documented legal expenses of Ex-Im Bank in an amount not to exceed \$[REDACTED] and (b) Ex-Im Bank's aircraft inspection costs in the amount of \$[REDACTED], in each case as such legal expenses and costs were incurred in connection with the Chapter 11 Cases and/or the negotiation and completion of the Restructuring (collectively, the "**Transaction Costs**"). For the avoidance of doubt, the capped amounts set forth in (a) and (b) above are cumulative for this Agreement and the Other Omnibus Agreements.

Section 13. Ratification; Effectiveness.

(a) Except as expressly amended hereby, the Operative Documents shall continue and shall remain in full force and effect in all respects. The amendments set forth herein shall be effective as to the Operative Documents as and from the date hereof, and from and after the date hereof any and all references to any of the Operative Documents shall be deemed to refer to such document as amended hereby.

(b) The Lessor and the Lessee each confirm for the benefit of the Secured Parties that any Lien created by it under the Operative Documents (i) extends to its obligations under the Operative Documents, as amended, supplemented or otherwise modified by this Omnibus Agreement and (ii) continues in full force and effect as continuing security for such obligations on the terms set out in the relevant Operative Documents, as amended hereby.

(c) This Omnibus Agreement will be deemed to be an "Operative Document" at all times following the date hereof.

Section 14. AMX Guarantee. Guarantor hereby (i) reaffirms that the AMX Guarantee remains in full force and effect, (ii) acknowledges and consents to the amendments set forth in this Omnibus Agreement and (iii) confirms that the Guaranteed Documents and Guaranteed Obligations in the AMX Guarantee Agreement include the Operative Documents and the obligations thereunder as amended by this Omnibus Agreement.

Section 15. Governing Law. THIS OMNIBUS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 16. Confidentiality. The provisions of Section 13 of the Participation Agreement are incorporated herein; *provided that* Lessee and Guarantor may disclose this Omnibus Agreement and any other Operative Documents executed or entered into in connection herewith to (i) the U.S. Trustee, (ii) the entities providing the debtor-in-possession financing to the Lessee and its affiliated debtors and each of their professional advisors, and (iii) each of the professional advisors to the Unsecured Creditors Committee and the Ad Hoc Bondholders Group.

Section 17. Miscellaneous.

(a) This Omnibus Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees; provided that Lessee may not assign any of its rights or delegate any duty under this Omnibus Agreement to any Person.

(b) The section headings in this Omnibus Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

(c) By its signature below, Ex-Im Bank hereby instructs the Security Trustee and the Issuer and the Lessor Parent to execute and deliver this Omnibus Agreement.

(d) Any provision of this Omnibus Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and shall not invalidate or render unenforceable the other provisions hereof in any jurisdiction.

(e) To the extent permitted by Applicable Law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(f) This Omnibus Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Omnibus Agreement by signing any such counterpart. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Amendment Agreement (MSNs 36703, 36704 and 36708) to be duly executed as of the date and year first above written.

Lessee

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____

Name:

Title:

By: _____

Name:

Title:

Guarantor

**GRUPO AEROMÉXICO, S.A.B. DE
C.V.**

By: _____

Name:

Title:

By: _____

Name:

Title:

Lessor

**MEXICAN AIRCRAFT FINANCE IV,
LLC**, by its Manager, Mexican Aircraft
Finance IV, Ltd.

By: _____
Name:
Title:

Lessor Parent

**MEXICAN AIRCRAFT FINANCE IV,
LTD.,**

By: _____
Name:
Title:

Security Trustee

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

By: _____
Name:
Title:

Ex-Im Bank

**EXPORT-IMPORT BANK OF THE
UNITED STATES**

By: _____
Name:
Title:

Schedule I to the Lease Supplement No. I [MSN 36703]

[illegible]

Exhibit A-2

Schedule I to the Lease Supplement No. II [MSN 36704]

[illegible]

Exhibit A-3

Schedule I to the Lease Supplement No. III [MSN 36708

[illegible]

Exhibit B-1

Annex A to Definitive Note [MSN 36703]

[illegible]

Exhibit B-2

Annex A to Definitive Note [MSN 36704]

[illegible]

Exhibit B-3

Annex A to Definitive Note [MSN 36708]

[illegible]

Exhibit C

INSUREDS AND INSURANCE POLICIES

Insurance Policy	Insured	Obligor(s)
[REDACTED]	[REDACTED]	Aerolitoral, S.A. de C.V. and Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.

Exhibit 3 to Proposed Order

Omnibus Amendment Agreement 3

OMNIBUS AMENDMENT AGREEMENT (MSNs 36843 and 36844)

Dated as of _____, 2021

Among

AEROVÍAS DE MÉXICO, S.A. DE C.V.
as Lessee and as a Guarantor

**GRUPO AEROMÉXICO, S.A.B. DE C.V. and
AEROLITORAL, S.A. de C.V.**
as Guarantors

MEXICAN AIRCRAFT FINANCE V, LTD.
as Lessor Parent

MEXICAN AIRCRAFT FINANCE V, LLC
as Lessor

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

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Two (2) Boeing Model 787-8 Aircraft
Ex-Im Bank Guarantee No. AP087967XA – Mexico

**OMNIBUS AMENDMENT AGREEMENT
(MSNs 36843 and 36844)**

THIS OMNIBUS AMENDMENT AGREEMENT (MSNs 36843 and 36844) dated as of _____, 2021 (this “**Agreement**” or this “**Omnibus Agreement**”) is among **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico (“**Lessee**”), **MEXICAN AIRCRAFT FINANCE V, LLC**, a Delaware limited liability company (“**Lessor**” or “**Issuer**”), **MEXICAN AIRCRAFT FINANCE V, LTD.**, an exempt company incorporated under the laws of Bermuda (the “**Lessor Parent**”), **GRUPO AEROMÉXICO, S.A.B. DE C.V.**, a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico, and **AEROLITORAL, S.A. de C.V.**, a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico (each, jointly and severally, a “**Guarantor**”), **WILMINGTON TRUST COMPANY**, not in its individual capacity, but solely as Security Trustee (the “**Security Trustee**”), and **EXPORT-IMPORT BANK OF THE UNITED STATES**, an agency of the Government of the United States of America (“**Ex-Im Bank**”).

WITNESSETH:

WHEREAS, Lessor, Lessee, Guarantors, Lessor Parent, Security Trustee and Ex-Im Bank, among others, previously entered into the Participation Agreement dated December 18, 2014 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Participation Agreement**”) in connection with the financing of two (2) Boeing 787-8 aircraft with manufacturer’s serial numbers 36843 and 36844;

WHEREAS, Lessor and Lessee previously entered into the Lease Agreement dated as of December 18, 2014 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Lease Agreement**”);

WHEREAS, Guarantors and Lessee, among others, previously entered into the AMX Guarantee Agreement dated as of December 19, 2014 (as amended, supplemented or otherwise modified prior to the Effective Date, the “**AMX Guarantee**”);

WHEREAS, Issuer, Ex-Im Bank, the Security Trustee, Wells Fargo Bank, National Association, as Indenture Trustee (the “**Indenture Trustee**”), JPMorgan Chase Bank, National Association and HSBC Bank USA, N.A., as Guaranteed Lenders (the “**Guaranteed Lenders**”), and JPMorgan Chase Bank, National Association, as calculation agent (the “**Calculation Agent**”), previously entered into the Indenture dated as of December 19, 2014 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Indenture**”);

WHEREAS, Issuer previously issued a Fixed Rate Global Note No. I on March 3, 2015 (the “**Original Global Note**”);

WHEREAS, Lessee and certain of its affiliates filed for Chapter 11 bankruptcy protections and sought emergency reorganization pursuant to which the parties hereto have agreed to restructure the transaction on the terms set out in this Omnibus Agreement;

WHEREAS, the parties hereto have agreed to, among other things, restructure [REDACTED] under the Lease Agreement, to amend [REDACTED] to the Lease Supplements and to [REDACTED] of the Lease Agreement and [REDACTED] (collectively, the “**Restructuring**”); and

WHEREAS, in order to complete the Restructuring as set forth in this Omnibus Agreement, the parties have agreed to make necessary amendments to the Operative Documents.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Part I of Appendix A to the Participation Agreement, and this Omnibus Agreement shall be interpreted in accordance with the rules of construction set forth in Part II of Appendix A to the Participation Agreement.

In addition, the following words and expressions shall have the following meanings:

“**Approval Order**” means an order of the Bankruptcy Court that, *inter alia*, approves this Omnibus Agreement and the Other Omnibus Agreements, authorizes Lessee and Guarantors, as applicable, to comply with the terms and obligations of this Omnibus Agreement and the Other Omnibus Agreements, authorizes the Lessee and Guarantors, as applicable, to assume the Lease Agreement (as amended by this Omnibus Agreement), the other Operative Documents (as amended by this Omnibus Agreement) and the lease agreements and other documents as provided in the Other Omnibus Agreements pursuant to Sections 363, 364, 365 and 1123(b)(2), and Bankruptcy Rule 9019, as applicable, of the United States Bankruptcy Code, approves the Allowed Claim, and that is otherwise in form and substance reasonably acceptable to Ex-Im Bank.

“**Bankruptcy Code**” means Section 101 et seq. of Title 11 of the United States Code.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Chapter 11 Cases**” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of Lessee and its affiliated debtors and debtors-in-possession filed on June 30, 2020 in the Bankruptcy Court and the related parallel and ancillary proceedings.

“**Effective Date**” means the date occurring after the Approval Order is entered by the Bankruptcy Court on which all conditions precedent set forth in Section 3 hereof have been satisfied.

“**Lease Amendments**” means, collectively, (i) Amendment No. 1 to Lease Agreement dated on or about the date hereof between Lessor and Lessee; (ii) Amendment No. 2 to Lease Supplement No. I dated on or about the date hereof between Lessor and Lessee; and (iii) Amendment No. 2 to Lease Supplement No. II dated on or about the date hereof between Lessor and Lessee.

“Other Omnibus Agreements” means the omnibus amendment agreements dated on or about the date hereof between the Borrower, AMX Guarantor, Ex-Im Bank and others, relating to (i) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36700, 36701 and 36702, (ii) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36703, 36704 and 36708, and (iii) each of the other Medium-Term Credit Agreements (trans. nos. AP089151XX-Mexico; AP089216XX-Mexico; MTG No. 706203-Mexico; and AP089272XX-Mexico).

“Plan Effective Date” means the date on which each of the following conditions have been satisfied: (a) a Chapter 11 plan for the Lessee and its affiliated debtors has been confirmed by the Bankruptcy Court and (b) such Chapter 11 plan becomes effective in accordance with the terms of such plan.

“Stipulation” means the *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment*, dated November 16, 2020 and approved by the Bankruptcy Court and entered on such Bankruptcy Court’s Docket on November 18, 2020 (Docket No. 653).

“Petition Date” means the date on which Lessee and its affiliated debtors filed the Chapter 11 Cases, being June 30, 2020.

“Stipulation Period” has the meaning given to such term in the Stipulation.

Section 2. Amendments. Effective as of the Effective Date, the parties hereby agree to the following amendments:

(a) Amendments to the Lease Agreement. The parties agree to amend the Lease Agreement as follows:

(i) Section 7(e)(i)(1) of the Lease Agreement shall be deleted in its entirety and replaced with the following:

“(1) flown to or within, or otherwise exported, re-exported, operated or used to or within, an Excluded Country or a Sanctioned Country, except as may be authorized or licensed under Sanctions and Export Control Laws, or operated by, or for the benefit of, a Sanctioned Person or by or for an airline or any other Person which is a national of, or established under, the laws of, or whose principal place of business or principal place of aircraft operations is located in, an Excluded Country or a Sanctioned Country;”.

(ii) Section 7(e)(i)(7) of the Lease Agreement shall be amended by adding the words “under Applicable Laws” after the words “or an illegal manner”.

(iii) The parties hereto agree that Schedule I-R to each Lease Supplement shall be deleted and replaced with Schedule I attached hereto as Exhibit A-1 or A-2, respectively.

(iv) Section 16 of the Lease shall be amended by replacing the text after “If to Lessee:” with the following text:

Aerovías de México, S.A. de C.V.
Avenida Paseo de la Reforma No. 445
Colonia Cuauhtémoc Delegación Cuauhtémoc,
México, Distrito Federal C.P. 06500

Attention: Chief Financial Officer
Telephone: [REDACTED]
Fax: 52 55 5063-4626

With a copy to:

White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Blvd.
Miami, Florida 33131

Attention: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]

(b) Amendment to the Indenture. The parties hereto agree that Section 2.06(d)(ii)(3) of the Indenture shall be deleted in its entirety and replaced with the following:

“(3) If at any time the Issuer, the Lessee or any director, officer, or employee of the Issuer or the Lessee, shall be or become a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country), upon receipt by the Borrower and the Lessee of a notice from Ex-Im Bank requiring prepayment of the Notes, the Borrower shall, no later than 90 days after the date of such notice, prepay the Loan Values for all Aircraft (together with all accrued and unpaid interest thereon to the date of the prepayment and all other amounts then due and owing under the Operative Documents).”

(c) Amendments to all Operative Documents.

(i) Notwithstanding anything to the contrary contained in any Operative Document, the parties hereto agree that as of the Effective Date, (A) the Issuer shall issue a Definitive Note for each Aircraft to Ex-Im Bank pursuant to Section 2.07(a) of the Indenture, (B) interest on the Definitive Notes thereafter will accrue at the [REDACTED] Rate specified in Section 6 below, and (C) all payments of Basic Rent thereafter will be made directly to Ex-Im Bank.

(ii) Prior to the Plan Effective Date, Defaults and Events of Default under the Lease Agreement shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided further, that, subject to the provisions of Section 8(b) of this Omnibus Agreement, the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee's breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements).

(iii) Notwithstanding anything to the contrary contained in any Operative Document, with effect from the Effective Date, (x) all representations, warranties, covenants, undertakings and obligations by the Lessee and the Guarantors under the Operative Documents expressed in favor of the Indenture Trustee and the Noteholders (or any agent acting on their behalf) and all rights, discretions and benefits of the Indenture Trustee and the Noteholders (and any agent acting on their behalf) contained in the Operative Documents, are hereby deleted in their entirety and (y) all references in the Operative Documents to the Issuer Indemnity Agreement are hereby deleted in their entirety and such agreement shall no longer be considered an "Operative Document".

(d) Amendments to Appendix A - Definitions to each Operative Document. The parties agree to amend Appendix A to the Participation Agreement as follows:

(i) The definition of [REDACTED] Rate shall be deleted in its entirety and replaced with the following:

““[REDACTED] Rate” shall mean a [REDACTED] interest rate equal to [REDACTED] per annum.”

(ii) The definition of Interest Payment Date shall be deleted in its entirety and replaced with the following:

““Interest Payment Date” shall mean, with respect to a Note, each Payment Date relating to such Note.”

(iii) The definition of Payment Date shall be deleted in its entirety and replaced with the following:

““Payment Date” shall mean, in respect of each Note and the Aircraft related thereto, each of the dates set forth on Annex A to the related Note, provided, if any Payment Date would otherwise be a day that is not a Banking such Payment Date shall be the next succeeding Banking Day.”

(iv) The definition of Operative Documents shall be amended by adding the words “the Omnibus Agreement”.

(v) The following definitions shall be added in alphabetical order to Appendix A in each Operative Document.

“**BIS**” means the Bureau of Industry and Security of the U.S. Department of Commerce.

“**Covered Transaction**” shall have the meaning set forth in the Debarment Regulations.

“**Debarment Regulations**” shall mean the Ex-Im Bank Nonprocurement Debarment and Suspension Regulations, 2 C.F.R. § 3513 and the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. § 180.

“**Disqualified**” shall have the meaning set forth in the Debarment Regulations.

“**Effective Date**” shall have the meaning set forth in the Omnibus Agreement.

“**Excluded**” shall have the meaning set forth in the Debarment Regulations.

“**Export Control Laws**” means any and all dual use and export control laws, regulations and directives maintained or administered by BIS or any Government Body having jurisdiction over the Aircraft, as such laws, regulations and directives may be amended or restated from time to time.

“**OFAC**” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“**OFAC Regulations**” shall mean, with respect to Sanctions, the regulations of OFAC, 31 C.F.R. Chapter V, and corresponding executive orders, as such regulations and orders may be amended from time to time.

“**Omnibus Agreement**”, shall mean that certain Omnibus Agreement dated as of _____, 2021 among Aerovías de México, S.A. de C.V., as Lessee, Grupo Aeroméxico, S.A.B. de C.V. and Aerolitoral, S.A. de C.V. as Guarantors, Mexican Aircraft Finance V, LLC, as Lessor, Mexican Aircraft Finance V, Ltd., as Lessor Parent, Wilmington Trust Company, as Security Trustee and Export-Import Bank of the United States.

“**Principals**” shall have the meaning set forth in the Debarment Regulations.

“**Sanctioned Country**” shall mean any country or territory that is targeted by comprehensive, country-wide or territory-wide Sanctions.

“**Sanctioned Person**” shall mean a Person (a) that appears on the List of Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List as administered by OFAC; (b) that is located, domiciled, organized in, or having the nationality of, a Sanctioned Country; (c) that is owned or controlled, directly or indirectly, by one or more Persons covered by (a) or (b); or (d) with whom, as determined by Ex-Im Bank in its sole discretion, Ex-Im Bank is prohibited or restricted from doing business, in each case, pursuant to OFAC Regulations or other Sanctions under Applicable Law of the United States.

“**Sanctions**” shall mean any economic, trade or sectoral sanctions, blocking orders, embargoes and anti-terrorism laws issued, administered, or enforced by a Sanctions Authority.

“**Sanctions Authority**” shall mean the United States or the United Nations Security Council or the respective governmental institutions, departments, divisions, agencies, or instrumentalities or instrumentalities of the foregoing, including, without limitation, OFAC and the U.S. Department of State.

Section 3. Conditions Precedent. The Effective Date will be deemed to have occurred, and the amendments in Section 2 of this Omnibus Agreement will be deemed to take effect, on the date on which Ex-Im Bank confirms that each of the following conditions precedent shall have been satisfied:

(a) The representations and warranties set out in Section 7 of this Omnibus Agreement shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to an earlier date in which case such representation or warranty shall be true and correct as of such earlier date).

(b) No event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof) would constitute, an Event of Default shall have occurred and be continuing on the Effective Date, provided that an Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided further, that the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee’s breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements) prior to the Effective Date.

(c) The Lessor, Lessee, the Security Trustee and Ex-Im Bank shall have received duly executed copies of this Omnibus Agreement and the Other Omnibus Agreements duly authorized, executed and delivered by the parties hereto and thereto.

(d) Ex-Im Bank shall have returned to the Lessee the Original Global Note (as in effect immediately prior to the Effective Date) and in exchange shall have received a new Definitive Note in connection with (i) the Aircraft with manufacturer’s serial number 36843

schedules matching Exhibit B-1 hereto and (ii) the Aircraft with manufacturer's serial number 36844 schedules matching Exhibit B-2 hereto.

(e) Ex-Im Bank shall have received (i) evidence of the acceptance of the Process Agent appointed by the Lessee, Lessor, and the Guarantors [REDACTED] through one year after the latest Final Maturity Date [REDACTED] and (ii) evidence of the Lessee's and the Guarantors' appointment of their Process Agent [REDACTED] in accordance with Mexican law.

(f) No change in Applicable Laws shall have occurred after the date of this Omnibus Agreement and prior to the Effective Date that would make it unlawful for any party to execute, deliver or perform its obligations hereunder.

(g) Ex-Im Bank shall have received, in form and substance satisfactory to it, such evidence (including, without limitation, resolutions and copies of organizational documents) as it or its counsel shall reasonably request as to the authorization of the execution, delivery and performance by each party hereto (other than itself) of this Omnibus Agreement.

(h) Ex-Im Bank shall have received, in form and substance satisfactory to it, certified copies of all documents, including specimen signatures, necessary to evidence the authority of each person who, acting on behalf of the parties to this Omnibus Agreement (other than itself), has signed or will sign the aforementioned agreements, the statements, reports, certificates and other documents which have been or will be delivered under this Omnibus Agreement or will otherwise act as a representative of such party.

(i) Ex-Im Bank shall have received, in form and substance satisfactory to it, confirmation that all governmental and other licenses, approvals, consents, registrations, exemptions and filings in respect of any Government Body (in Mexico, Bermuda or the United States, as applicable) necessary or advisable for the execution, delivery and performance and observance of this Omnibus Agreement and for the legality, validity, enforceability and effectiveness thereof have been obtained or effected on an unconditional basis and remain in full force and effect.

(j) Ex-Im Bank shall have received, in form and substance satisfactory to it, dated as of the Effective Date or such earlier date as it shall permit:

(i) a certificate signed by a duly authorized officer of Lessee, certifying as true and correct its constitutional documents and by-laws ("**estatutos**") and an incumbency certificate as to the persons authorized to execute and deliver such documents on behalf of Lessee, containing the specimen signatures of each such authorized person, in each case, with English translations thereof if not already in English, certified by Lessee to be true and faithful to the original version thereof;

(ii) (A) a certificate signed by a duly authorized member, officer or manager of the Lessor, certifying as true and correct (1) its constitutional documents and (2) an incumbency certificate of each person or persons authorized to execute and deliver such documents on behalf of the Lessor, containing the specimen signatures of each such authorized person; and (B) a notarized and apostilled power of attorney issued by the Lessor in favor of Ex-Im Bank's special Mexican counsel, duly translated into Spanish by

a Mexican certified translator, for the execution, notarization, filing and registration of the Lease Amendments with the Civil Aviation Authority and/or the RAM; and

- (iii) a copy of the Approval Order.
- (k) The legal opinions, each dated on the Effective Date, of:
 - (i) White & Case LLP, New York counsel to Lessee;
 - (ii) Morris James LLP, special Delaware counsel to the Lessor relating to its role in the transactions contemplated by this Omnibus Agreement;
 - (iii) SAI Derecho & Economía, S.C., special Mexican counsel to Ex-Im Bank; and
 - (iv) In-house counsel to Lessee and the Guarantors.

(l) Ex-Im Bank shall have received evidence, in form and substance satisfactory to it, that all Transaction Costs and other expenses, including, without limitation, inspection costs, required to be paid on or before the Effective Date under the terms of this Omnibus Agreement shall have been paid by Lessee.

(m) Ex-Im Bank shall have received payment of all Interest Rent Payments (as that term is defined in the Stipulation) from the Petition Date and otherwise payable to (but excluding) the Effective Date.

(n) The Indenture Trustee shall have made a claim for the Original Global Note under the Ex-Im Bank Guarantee and shall have assigned all of its rights to Ex-Im Bank in accordance with the provisions of the Ex-Im Bank Guarantee.

Section 4. Conditions Subsequent. The Lessor, the Lessee, the Security Trustee, and Ex-Im Bank shall use commercially reasonable efforts to ensure that any notarizations, legalizations and Spanish translations of the Omnibus Agreement, the Lease Amendments and any other amendments to the Operative Documents as may be required by the Civil Aviation Authority and/or the RAM in connection with the filings and registrations set forth in Section 7(b) below are obtained after the Effective Date.

Section 5. Effectiveness.

(a) The parties acknowledge and agree that this Omnibus Agreement will be binding upon the parties' execution hereof in accordance with the terms hereof.

(b) For the avoidance of doubt, entry of the Approval Order and the occurrence of the Effective Date shall constitute an assumption of the Lease Agreement (as amended by this Omnibus Agreement) and the other Operative Documents (as amended by this Omnibus Agreement) for purposes of Section 365(a) of the Bankruptcy Code.

(c) The parties hereto agree that on the Effective Date, the parties shall be bound by the terms of the Operative Documents (each as amended by this Omnibus Agreement).

(d) The Stipulation Period will be deemed to have terminated upon the Effective Date in accordance with clause (ii) of the definition of “Stipulation Period” in the Stipulation. For the avoidance of doubt, upon the Effective Date, Lessee will be released of all obligations under the Stipulation in respect of the “Maintenance Utilization Payments” (as that term is defined in the Stipulation).

Section 6. Interest Payments. As of and from the Effective Date, interest shall accrue on the outstanding principal amount of each Definitive Note at a [REDACTED] rate equal to [REDACTED] per annum.

Section 7. Representations and Warranties of the Lessee and Guarantors. Each of Lessee and Guarantors hereby represents and warrants as of the date hereof and as of the Effective Date (except as otherwise specified below) (which representations and warranties shall survive the Effective Date) that:

(a) Lessee is a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico and has all requisite corporate power and authority to own and operate its properties, carry on its business as now conducted and to enter into and perform its obligations under this Agreement and each of the Operative Documents theretofore executed or to be executed by it on such date, (ii) Grupo Aeroméxico, S.A.B. de C.V. is a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico and has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and each of the Operative Documents theretofore executed or to be executed by it on such date, and (iii) Aerolitoral, S.A. de C.V., a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico and has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and each of the Operative Documents theretofore executed or to be executed by it on such date.

(b) Except as otherwise set forth in this Omnibus Agreement, neither the execution and delivery by it of this Omnibus Agreement or any of the other Operative Documents theretofore executed or to be executed by it on such date, nor the performance by it of its obligations hereunder or thereunder, requires the consent or approval of, the giving of notice to, or the registration or filing with, or the taking of any other action in respect of, the United States, Bermuda or Mexico, except only for the following: (i) the filing of the Lease Amendments with the RAM; (ii) the filing of UCC continuation statements with respect to the Collateral and (iii) the orders, permits, waivers, exemptions, authorizations and approvals of any other regulatory authorities having jurisdiction over Lessee’s operation of the Aircraft, all of which orders, permits, waivers, exemptions, authorizations and approvals, to the extent currently required for such execution, delivery and performance, have theretofore been duly obtained and are in full force and effect on the Effective Date (collectively, the “**Required Approvals**”).

(c) The execution and delivery of this Omnibus Agreement and the other Operative Documents to be executed by it on such date, the performance of its obligations hereunder or thereunder, and its consummation of the transactions contemplated hereby or thereby, do not require any specific corporate approval or consent of holders of any indebtedness of Lessee except such as have been duly obtained, and will not conflict with or result in any breach of, or constitute a default under, or result in the creation or imposition of any Lien (other than Permitted Liens) upon the applicable Aircraft or any of its property or assets under, any Applicable Laws, its constitutive documents or any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it may be bound or to which any of its property or assets may be subject.

(d) The execution, delivery and performance of this Omnibus Agreement and each other Operative Document to be executed by it on such date have been duly authorized by all necessary corporate action. This Omnibus Agreement and each other Operative Document to be executed by it on such date constitutes, or upon execution will constitute, its legal, valid and binding obligation, enforceable against it, in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, *concurso mercantil*, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). This Omnibus Agreement and the other Operative Documents to be executed by it on such date are in proper form for their enforcement in the courts of the United States, Bermuda and Mexico; provided that any document in a language other than Spanish must be translated into Spanish by an expert certified by the courts of Mexico prior to its admission by any court in Mexico.

(e) It is subject to civil and commercial law with respect to its obligations under this Omnibus Agreement and the other Operative Documents to which it is or will become a party on such date. The making and performance by Lessee and Guarantors of this Omnibus Agreement and the other Operative Documents to which it is or will become a party constitute private and commercial activities rather than governmental or public activities.

(f) It is not necessary to ensure the legality, validity, enforceability or admissibility in evidence in Mexico of this Omnibus Agreement and the other Operative Documents to be executed by it on such date that any of them or any other instrument be filed, recorded or registered in any public office, registry or elsewhere in Mexico, except as expressly provided herein, or that any stamp, registration or similar Tax be paid in Mexico on or in relation to any of the Operative Documents to which it is or will become a party on such date except for the filings, registrations and fees referred to in Section 6(b) above.

(g) Other than the Chapter 11 Cases and any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating thereto, it is not in default under any document, instrument or agreement to which it is a party or which is binding on it or any of its assets or revenues, which breach or default would materially adversely affect its ability to perform its obligations under this Omnibus Agreement and the other Operative Documents to be executed by it on such date, and there are, to its knowledge, no pending or threatened investigations, judgments, suits or proceedings in any applicable jurisdiction against it or affecting it or its properties that, if determined adversely, would materially adversely affect its ability to perform such obligations.

(h) The Lease has not been rescinded by either party thereto, and except as disclosed to Ex-Im Bank in writing on or before the date hereof, no Default, Event of Default, Event of Loss or potential Event of Loss under the Lease has occurred and is continuing; provided that a Default or Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, provided further, that the foregoing shall not limit or affect any rights, claims or remedies arising due to Lessee's breaches of its obligations under the Stipulation (along with other documents or agreements to the extent referenced in such agreements) prior to the Effective Date.

(i) Its obligations under the Operative Documents, including, without limitation, the obligation of Lessee to pay Rent, are not subject to any law, rule or regulation of Mexico or any agency or instrumentality thereof with regard to any preference for payment of obligations or any rescheduling of the payment of any debt or other obligations, except for applicable bankruptcy, moratorium, insolvency, *concurso mercantil* or other similar laws affecting creditors' rights generally.

(j) As of the date hereof, (i) payments to Lessor of Rent under the Lease or payments from Lessor to any Secured Party under any of the Operative Documents will not be subject to any Taxes in the United States, Bermuda or Mexico, and (ii) there are no Taxes imposed by the United States, Bermuda or Mexico or any agency or instrumentality thereof on or by virtue of the execution or delivery of this Omnibus Agreement or any of the other Operative Documents on the date hereof.

(k) This Omnibus Agreement and the other Operative Documents and any other document, certificate or statement furnished or to be furnished to any party by or on behalf of Lessee in connection with the transactions contemplated hereby or thereby do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein and therein not misleading, and other than any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases, there is no fact which has not been disclosed to Ex-Im Bank in writing on or before the date hereof which materially adversely affects or will materially adversely affect (i) any Aircraft, (ii) any Operative Document, or (iii) Lessee's or Guarantors' ability to carry on its business or to perform its respective obligations under this Omnibus Agreement and the other Operative Documents to which Lessee or Guarantors are or will become a party.

(l) There are no Liens on the applicable Aircraft other than Permitted Liens.

(m) Nothing herein or related to the transactions contemplated by this Omnibus Agreement and the other Operative Documents requires, or makes advisable, the qualification by any other party hereto (except for Lessee and Guarantors) for admission to do business under the laws of Mexico or any political subdivision thereof, and the failure to so qualify does not adversely affect (i) the exercise by Lessor or the Secured Parties of any right, privilege or remedy afforded to them in connection with this Omnibus Agreement or the other Operative Documents or (ii) the enforcement of any such right, privilege or remedy.

(n) Lessee's chief executive office is located in Mexico City, Mexico and its location for the purposes of the Cape Town Convention is Mexico.

(o) It has not paid or agreed to pay and covenants that it will not pay or agree to pay to any person any commission, fee or other payment in connection with the operation of the Operative Documents except for (i) amounts payable to Lessee's regular full time employees (if any) to the extent of their regular compensation, (ii) amounts payable pursuant to the provisions of the Operative Documents or (iii) reasonable compensation for bona fide professional, technical or other comparable services.

(p) Neither it nor any of its assets enjoys any right of immunity, sovereign or otherwise, or exemption under Applicable Laws on any grounds from suit, seizure, execution, attachment or other legal process in respect of its obligations under this Omnibus Agreement and each Operative Document to which it is, or is to be, a party; and the execution, delivery and performance of this Omnibus Agreement and each Operative Document to which it is or is to be a party constitute its private and commercial acts.

(q) The choice of New York law to govern this Omnibus Agreement and each of the other Operative Documents stated to be governed by New York law to which Lessee or Guarantors are a party will be recognized and given effect by the courts of Mexico and the United States and the submission by it to the jurisdiction of the courts of New York is legal, valid and binding under the laws of Mexico and the United States and will be enforced in any action brought before a court of competent jurisdiction in Mexico. A judgment obtained against it in a court in the State of New York pursuant to service of process affording actual notice (which would include notice to the relevant Process Agent in accordance with Section 12(d) of this Participation Agreement) would, whether or not Lessee has entered an appearance in New York, be enforceable against it by the courts of Mexico, and the enforcement of any such judgment would not be contrary to the laws or public policy of Mexico. Notwithstanding anything herein to the contrary, the Bankruptcy Court shall have jurisdiction to hear disputes arising from or related to this Omnibus Agreement during the pendency of the Chapter 11 Cases.

(r) Each of Lessee and Guarantors has filed all returns in respect of Taxes required by Applicable Laws to be filed by it and has paid all Taxes imposed upon it or any of its properties, assets, income or franchises under Applicable Laws which are due and payable, except to the extent that such Taxes are being contested in good faith and for the payment of which adequate reserves have been provided.

(s) Lessee's agent for service of process under Section 46103 of the Act is John R. Mietus, Jr., Law Office of John Mietus, LLC, 1201 Pennsylvania Ave., N.W., Suite 300, Washington DC, 20004, located in Washington, DC.

(t) Each of the Aircraft and each of the Engines are Aircraft Objects.

(u) Lessee has not issued a deregistration power of attorney or similar instrument, with respect to any Aircraft or any Engine, to any person other than the Security Trustee or Ex-Im Bank.

(v) (1) Each of Lessee and each of its Principals individually (a) is not Excluded or Disqualified from participating in a Covered Transaction, (b) is not formally proposed for debarment by any U.S. Federal Government Authority, with a final

determination still pending; and (c) is not, and within the past three (3) years has not been, indicted, convicted or had a civil judgment rendered against it for any conduct or offense described at 2 C.F.R. § 180.800(a) in the Debarment Regulations.

(2) Lessee has not made any payment in connection with any Note or any Supply Contract to any Person who is Excluded or Disqualified from participating in a Covered Transaction.

(3) None of Lessee nor any of its Principals individually are listed on any of the publicly available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank.

(4) None of Lessee or any director, officer, or employee of Lessee is a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(w) Lessee will use the Aircraft primarily outside the European Union.

Section 8. Covenants of Lessee. Lessee covenants and agrees with each of the parties hereto as follows:

(a) Lessee shall provide immediate written notice to Ex-Im Bank if at any time it learns that:

(i) any of Lessee or any of its Principals individually, (A) is Excluded or Disqualified from participating in a Covered Transaction, (B) is formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending or (C) is or, within the past three (3) years, has been indicted, convicted or has a civil judgment rendered against it for any conduct or offenses described at 2 C.F.R. § 180.800(a) in the Debarment Regulations;

(ii) Lessee has made any payment described in Section 7(v)(2) hereto;

(iii) any of Lessee or any of its Principals individually, is listed on any of the publicly available debarment lists described in Section 7(v)(3) hereto; or

(iv) Lessee or any director, officer, or employee of Lessee becomes a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Lessee in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(b) Lessee shall not, and shall not authorize or permit any of its directors, officers, or employees, agents, representatives, or any other Person to, (i) use or otherwise make available, directly or indirectly, the proceeds of any Note, to fund or facilitate any activities with or for the benefit of any Sanctioned Person or in any Sanctioned Country; or (ii) make any payments in connection with any Note, this Omnibus Agreement or any other Operative Document, including to discharge any debt, with proceeds from activities involving, directly or indirectly, any Sanctioned Person or Sanctioned Country.

(c) Lessee acknowledges that the Aircraft is subject to Export Control Laws and agrees that it shall not export, re-export, operate, fly or sublease the Aircraft or the Engines (if installed on aircraft other than the Aircraft) in violation of Export Control Laws, or otherwise allow the Aircraft or the Engines to be so exported, re-exported, operated, flown or subleased.

Section 9. Representations and Warranties of the Lessor. Lessor hereby represents and warrants to the other parties hereto that:

(a) It has all requisite limited liability company power and authority to enter into and perform its obligations under this Omnibus Agreement and Operative Documents to be executed by it on such date.

(b) Neither the execution and delivery by it of this Omnibus Agreement or the Definitive Notes nor the performance by it of its obligations hereunder or thereunder requires the consent or approval of, the giving of notice to, or the registration or filing with, or the taking of any other action in respect of, the State of Delaware.

(c) Neither the execution and delivery of this Omnibus Agreement, the performance of its obligations hereunder or thereunder, nor its consummation of the transactions contemplated hereby or thereby will violate any Applicable Laws in the State of Delaware or the United States or will conflict with or result in any breach of, or constitute a default under, or result in the creation or imposition of any Lien (other than Permitted Liens) or any Lien upon any of its other property or assets, under any Applicable Laws, its certificate of incorporation, by-laws or any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it may be bound or to which any of its property or assets may be subject.

(d) (A) The execution, delivery and performance of this Omnibus Agreement have been duly authorized by all necessary action of it; and (B) this Omnibus Agreement and the Definitive Notes constitute, or upon execution will constitute, a direct, general and unconditional obligation of it, legal, valid and binding upon it and enforceable against it in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by the application of general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). The Omnibus Agreement and the Definitive Notes have been duly executed by the Lessor.

Section 10. Cure Amount. Subject to and upon the occurrence of the Effective Date, with respect to the payment in full and final satisfaction of all monetary claims and cure of all monetary defaults arising under the Lease Agreement (as amended by this Omnibus Agreement)

and other Operative Documents (as amended by this Omnibus Agreement), the parties agree that Ex-Im Bank and the Security Trustee (on behalf of themselves and each other Secured Party) shall be entitled to, for the period between the Petition Date and the Effective Date, Lessee's performance in accordance with the terms of each of the Stipulation, this Omnibus Agreement and the Operative Documents (as amended by this Omnibus Agreement), including performance of the obligations in each of the Stipulation, this Omnibus Agreement and the Operative Documents (as amended by this Omnibus Agreement), as applicable.

Section 11. Treatment of Claims.

(a) In respect of the documented sum or sums that Ex-Im Bank has paid or, prior to the Effective Date, may pay to the vendors of Lessee (and/or Aerolitoral, S.A. de C.V.) listed on Exhibit C (the "*Insureds*") on account of the insurance claims made by such Insureds under their insurance policies with Ex-Im Bank as more particularly described on Exhibit C (the "*Insurance Policies*"), Lessee agrees that Ex-Im Bank shall possess a general unsecured claim in the allowed amount representing such documented sum or sums paid by Ex-Im Bank to such Insured on account of such insurance claims (the "**Allowed Claim**"). The aggregate amount of the potential Allowed Claim is set forth in the relevant proofs of claim filed by Ex-Im Bank, being (i) a proof of claim in Case Number 20-11561, as assignee and subrogee of Aero Parts Management, LLC, which proof of claim was assigned Claim Number 537, (ii) a proof of claim in Case Number 20-11561, as assignee and subrogee of J.D.L. Industries-Miami, which proof of claim was assigned Claim Number 538, (iii) a proof of claim in Case Number 20-11561, as assignee and subrogee of Unical Aviation, Inc., which proof of claim was assigned Claim Number 539, (iv) a proof of claim in Case Number 20-11561, as assignee and subrogee of Commercial Aviation International LLC, which proof of claim was assigned Claim Number 540, and (v) a proof of claim in Case Number 20-11565, as assignee and subrogee of Aero Parts Management, LLC, which proof of claim was assigned Claim Number 572. As of the date hereof, the current amount of the Allowed Claim is \$196,852.26. The amount of the Allowed Claim shall be given the same treatment as the holders of other general unsecured claims of aircraft lessors and financiers against the Lessee and its affiliated debtors (including Aerolitoral, S.A. de C.V.) in the Chapter 11 Cases. The Approval Order will expressly contain an approval and authorization of the Allowed Claim and shall also provide that the Allowed Claim shall not be (either directly or indirectly) (Y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (Z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code.

(b) Upon the Effective Date, the proofs of claims numbered 456, 457, 524, 525, 570 and 571 filed against the Lessee and its affiliated debtors in the Chapter 11 Cases shall be deemed adjusted to include a zero dollar amount, without any further action required by the Bankruptcy Court, the parties hereto or any other person and no further claims shall be filed or allowed against the Lessee or its affiliated debtors in the current Chapter 11 Cases in respect of the Operative Documents.

Section 12. Expenses. Lessee agrees to pay, within three (3) Business Days after the later of the Effective Date and receipt of the relevant invoice, the (a) reasonable and documented legal expenses of Ex-Im Bank in an amount not to exceed \$[REDACTED] and (b) Ex-Im Bank's aircraft inspection costs in the amount of \$[REDACTED], in each case as such legal expenses and

costs were incurred in connection with the Chapter 11 Cases and/or the negotiation and completion of the Restructuring (collectively, the “**Transaction Costs**”). For the avoidance of doubt, the capped amounts set forth in (a) and (b) above are cumulative for this Agreement and the Other Omnibus Agreements.

Section 13. Ratification; Effectiveness.

(a) Except as expressly amended hereby, the Operative Documents shall continue and shall remain in full force and effect in all respects. The amendments set forth herein shall be effective as to the Operative Documents as and from the date hereof, and from and after the date hereof any and all references to any of the Operative Documents shall be deemed to refer to such document as amended hereby.

(b) The Lessor and the Lessee each confirm for the benefit of the Secured Parties that any Lien created by it under the Operative Documents (i) extends to its obligations under the Operative Documents, as amended, supplemented or otherwise modified by this Omnibus Agreement and (ii) continues in full force and effect as continuing security for such obligations on the terms set out in the relevant Operative Documents, as amended hereby.

(c) This Omnibus Agreement will be deemed to be an “Operative Document” at all times following the date hereof.

Section 14. AMX Guarantee. Guarantors hereby (i) reaffirm that the AMX Guarantee remains in full force and effect, (ii) acknowledges and consents to the amendments set forth in this Omnibus Agreement and (iii) confirms that the Guaranteed Documents and Guaranteed Obligations in the AMX Guarantee Agreement include the Operative Documents and the obligations thereunder as amended by this Omnibus Agreement.

Section 15. Governing Law. THIS OMNIBUS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 16. Confidentiality. The provisions of Section 13 of the Participation Agreement are incorporated herein; *provided that* Lessee and Guarantors may disclose this Omnibus Agreement and any other Operative Documents executed or entered into in connection herewith to (i) the U.S. Trustee, (ii) the entities providing the debtor-in-possession financing to the Lessee and its affiliated debtors and each of their professional advisors, and (iii) each of the professional advisors to the Unsecured Creditors Committee and the Ad Hoc Bondholders Group.

Section 17. Miscellaneous.

(a) This Omnibus Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees; provided that Lessee may not assign any of its rights or delegate any duty under this Omnibus Agreement to any Person.

(b) The section headings in this Omnibus Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

(c) By its signature below, Ex-Im Bank hereby instructs the Security Trustee and the Issuer and the Lessor Parent to execute and deliver this Omnibus Agreement.

(d) Any provision of this Omnibus Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and shall not invalidate or render unenforceable the other provisions hereof in any jurisdiction.

(e) To the extent permitted by Applicable Law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(f) This Omnibus Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Omnibus Agreement by signing any such counterpart. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Amendment Agreement (MSNs 36843 and 36844) to be duly executed as of the date and year first above written.

Lessee

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____

Name:

Title:

By: _____

Name:

Title:

Guarantor

**GRUPO AEROMÉXICO, S.A.B. DE
C.V.**

By: _____

Name:

Title:

By: _____

Name:

Title:

Guarantor

AEROLITORAL, S.A. de C.V.

By: _____

Name:

Title:

By: _____

Name:

Title:

Lessor

**MEXICAN AIRCRAFT FINANCE V,
LLC**, by its Manager, Mexican Aircraft
Finance V, Ltd.

By: _____
Name:
Title:

Lessor Parent

**MEXICAN AIRCRAFT FINANCE V,
LTD.,**

By: _____
Name:
Title:

Security Trustee

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

By: _____
Name:
Title:

Ex-Im Bank

**EXPORT-IMPORT BANK OF THE
UNITED STATES**

By: _____
Name:
Title:

Schedule I to the Lease Supplement No. I [MSN 36843]

[illegible]

Schedule I to the Lease Supplement No. II [MSN 36844]

[illegible]

Annex A to Definitive Note [MSN 36843]

[illegible]

Annex A to Definitive Note [MSN 36844]

[illegible]

Exhibit C

INSUREDS AND INSURANCE POLICIES

Insurance Policy	Insured	Obligor(s)
[REDACTED]	[REDACTED]	Aerolitoral, S.A. de C.V. and Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.

Exhibit 4 to Proposed Order

Omnibus Amendment Agreement 4

OMNIBUS AMENDMENT AGREEMENT (AP089151XX-Mexico)

Dated as of _____, 2021

Among

AEROVÍAS DE MÉXICO, S.A. DE C.V.
as Borrower,

GRUPO AEROMÉXICO, S.A.B. DE C.V.
as AMX Guarantor,

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Ex-Im Bank Transaction No. AP089151XX – Mexico

**OMNIBUS AMENDMENT AGREEMENT
(AP089151XX-Mexico)**

THIS OMNIBUS AMENDMENT AGREEMENT (AP089151XX-Mexico) dated as of _____, 2021 (this “**Agreement**” or this “**Omnibus Agreement**”) is among **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico (“**Borrower**”), **GRUPO AEROMÉXICO, S.A.B. DE C.V.**, a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico (“**AMX Guarantor**”), and **EXPORT-IMPORT BANK OF THE UNITED STATES**, an agency of the Government of the United States of America (“**Ex-Im Bank**”).

WITNESSETH:

WHEREAS, HSBC Bank USA, N.A. (“**Initial Lender**”), and Ex-Im Bank previously entered into the Master Guarantee Agreement (Medium Term Credits – Electronic Compliance Program) No. 0472 – M, dated as of September 16, 2001 (the “**MGA**”);

WHEREAS, Borrower, AMX Guarantor and Initial Lender previously entered into the Credit Agreement dated June 28, 2017 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Credit Agreement**”), pursuant to which Initial Lender extended financing to the Borrower in connection with the Supply Contracts;

WHEREAS, AMX Guarantor and Initial Lender previously entered into the AMX Guarantee Agreement dated as of June 28, 2017 (as amended, supplemented or otherwise modified prior to the Effective Date, the “**AMX Guarantee Agreement**”);

WHEREAS, Borrower, AMX Guarantor and certain of their affiliates filed for Chapter 11 bankruptcy protections and sought emergency reorganization pursuant to which the parties hereto have agreed to restructure the transaction on the terms set out in this Omnibus Agreement;

WHEREAS, on September 16, 2020, Initial Lender made a demand for compensation on Ex-Im Bank pursuant to Section 8.02 of the MGA;

WHEREAS, pursuant to the Assignment dated September 18, 2020, the Initial Lender assigned to Ex-Im Bank all of the Initial Lender’s rights, title and interest in and to the Credit Agreement and AMX Guarantee Agreement (the “**Assignment**”);

WHEREAS, the parties hereto have agreed to, among other things, amend the payment schedule under the Credit Agreement (collectively, the “**Amendments**”); and

WHEREAS, in order to complete the Amendments as set forth in this Omnibus Agreement, the parties have agreed to make necessary amendments to the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1 of the Credit Agreement.

In addition, the following words and expressions shall have the following meanings:

“Allowed Claim” means the general unsecured claim held by Ex-Im Bank in the allowed amount representing the documented sum or sums that Ex-Im Bank has paid or, prior to the Effective Date, may pay to the vendors of Borrower (and/or Aerolitoral, S.A. de C.V.) listed on Exhibit B (the *“Insureds”*) on account of the insurance claims made by such Insureds under their insurance policies with Ex-Im Bank as more particularly described on Exhibit B (the *“Insurance Policies”*).

“Approval Order” means an order of the Bankruptcy Court that, *inter alia*, approves this Omnibus Agreement and the Other Omnibus Agreements, authorizes Borrower and AMX Guarantor to comply with the terms and obligations of this Omnibus Agreement, the Other Omnibus Agreements and the Credit Agreement (as amended by this Omnibus Agreement), authorizes the Borrower and AMX Guarantor to assume certain lease agreements and other documents as provided in the Other Omnibus Agreements pursuant to Sections 363, 364, 365 and 1123(b)(2), and Bankruptcy Rule 9019, as applicable, of the United States Bankruptcy Code, approves the Allowed Claim, and that is otherwise in form and substance reasonably acceptable to Ex-Im Bank.

“Bankruptcy Code” means Section 101 et seq. of Title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Chapter 11 Cases” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of Borrower and its affiliated debtors and debtors-in-possession filed on June 30, 2020 in the Bankruptcy Court and the related parallel and ancillary proceedings.

“Effective Date” means the date occurring after the Approval Order is entered by the Bankruptcy Court on which all conditions precedent set forth in Section 3 hereof have been satisfied.

“Other Omnibus Agreements” means the omnibus amendment agreements dated on or about the date hereof between the Borrower, AMX Guarantor, Ex-Im Bank and others, relating to (i) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36700, 36701 and 36702, (ii) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36703, 36704 and 36708, (iii) the financing of two (2) Boeing 787-8 aircraft with manufacturer’s serial numbers 36843 and 36844, and (iv) each of the other Medium-Term Credit Agreements (trans. nos. AP089216XX-Mexico; MTG No. 706203-Mexico; and AP089272XX-Mexico).

“Plan Effective Date” means the date on which each of the following conditions have been satisfied: (a) a Chapter 11 plan for the Borrower and its affiliated debtors has been confirmed by

the Bankruptcy Court and (b) such Chapter 11 plan becomes effective in accordance with the terms of such plan.

“**Petition Date**” means the date on which Borrower, AMX Guarantor and their affiliated debtors filed the Chapter 11 Cases, being June 30, 2020.

Section 2. Amendments. Effective as of the Effective Date, the parties hereby agree to the following amendments:

(a) Amendment to Credit Agreement. The parties hereto agree to amend the Credit Agreement as follows:

(i) Item 10 of the Term Sheet shall be deleted in its entirety and replaced with the following:

“Interest Rate: [REDACTED] per annum”

(ii) Items 11 and 12 of the Term Sheet shall be deleted in their entirety.

(iii) Item 14 of the Term Sheet shall be deleted in its entirety and replaced with the following:

“To the BORROWER:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Alicia Núñez de la Huerta, Corporate Treasurer
Telephone: [REDACTED]
Email: acnunez@aeromexico.com

To the AMX Guarantor:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Ricardo Sanchez Baker, Chief Financial Officer
Facsimile: +52-559-132-4618
Telephone: [REDACTED]
Email: rsbaker@aeromexico.com

With a copy to:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Alicia Núñez de la Huerta, Corporate Treasurer

Facsimile: +52-559-132-4557
Telephone: [REDACTED]
Email: acnunez@aeromexico.com

To Ex-Im Bank as the LENDER:

Address: Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
U.S.A.
Attention: Vice-President - Transportation Division
and Vice-President - Transportation Portfolio
Management Division
Reference: Ex-Im Bank Guarantee No. AP089151XX –
Mexico
Telephone: [REDACTED]

With a copy to:

Address: Robert Wray PLLC
1150 Connecticut Avenue, NW
Suite 350
Washington, DC 20036
Attention: Mariano Gomezperalta C.
Telephone: [REDACTED]

(iv) Section 1 of the Credit Agreement shall be amended as follows:

(A) The definition of “[REDACTED] Rate” shall be deleted in its entirety and replaced with the following definition of “[REDACTED] Rate”:

““[REDACTED] Rate” shall mean a [REDACTED] interest rate equal to [REDACTED] per annum.”

(B) The definition of “Payment Date” shall be deleted in its entirety and replaced with the following:

““Payment Date” shall mean each of the dates set forth on Schedule I to the Note.”

(iv) The following definitions shall be added in alphabetical order to Section 1 of the Credit Agreement:

“BIS” means the Bureau of Industry and Security of the U.S. Department of Commerce.

“Disqualified” shall have the meaning set forth in the Debarment Regulations.

“Effective Date” shall have the meaning set forth in the Omnibus Agreement.

“Excluded” shall have the meaning set forth in the Debarment Regulations.

“Export Control Laws” means any and all dual use and export control laws, regulations and directives maintained or administered by BIS or any Government Body having jurisdiction over the Eligible Goods and Services supplied to the Purchaser under the Supply Contracts, as such laws, regulations and directives may be amended or restated from time to time.

“OFAC” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“OFAC Regulations” shall mean, with respect to Sanctions, the regulations of OFAC, 31 C.F.R. Chapter V, and corresponding executive orders, as such regulations and orders may be amended from time to time.

“Omnibus Agreement” shall mean that certain Omnibus Amendment Agreement (AP089151XX-Mexico) dated as of _____, 2021 among Borrower, AMX Guarantor, and Ex-Im Bank.

“Post-Default Rate” shall have the meaning set forth in Section 6.03(b) of this Agreement.

“Sanctioned Country” shall mean any country or territory that is targeted by comprehensive, country-wide or territory-wide Sanctions.

“Sanctioned Person” shall mean a Person (a) that appears on the List of Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List as administered by OFAC; (b) that is located, domiciled, organized in, or having the nationality of, a Sanctioned Country; (c) that is owned or controlled, directly or indirectly, by one or more Persons covered by (a) or (b); or (d) with whom, as determined by Ex-Im Bank in its sole discretion, Ex-Im Bank is prohibited or restricted from doing business, in each case, pursuant to OFAC Regulations or other Sanctions under Applicable Law of the United States.

“Sanctions” shall mean any economic, trade or sectoral sanctions, blocking orders, embargoes and anti-terrorism laws issued, administered, or enforced by a Sanctions Authority.

“Sanctions Authority” shall mean the United States or the United Nations Security Council or the respective governmental institutions,

departments, divisions, agencies, or instrumentalities or instrumentalities of the foregoing, including, without limitation, OFAC and the U.S. Department of State.

(v) The following definitions shall be deleted from Section 1 of the Credit Agreement in their entirety: “Alternative Interest Rate”, “Federal Funds Rate”, “Interest Period”, “LIBOR”, “Prior LIBOR Rate”, and “Special LIBOR”.

(vi) Section 6.01 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower hereby unconditionally and irrevocably promises to pay to Ex-Im Bank the outstanding principal amount of the Credit in installments as hereinafter provided and to pay interest on the principal balance thereof from time to time outstanding, as hereinafter provided. All payments to be made by the Borrower to Ex-Im Bank under this Credit Agreement and the Note shall be made at the Federal Reserve Bank of New York for credit to Ex-Im Bank’s account, unless otherwise directed in writing by the Treasurer-Controller, Deputy Treasurer-Controller or an Assistant Treasurer-Controller of Ex-Im Bank, at:

Fedwire Field Name	Required Information
Type/Subtype	1000
Amount	<i>(enter payment amount)</i>
Receiver ABA routing number	021030004
Receiver ABA short name	TREAS NYC
Business Function Code	CTR <i>(or CTP)</i>
Beneficiary Identifier (account number)	00004984
Beneficiary Name	EXPORT IMPORT BANK
Originator	<i>(enter the name of the originator of the payment)</i>
Originator to Beneficiary Information – Line 1	Ex-Im Bank Guarantee No. AP089151XX – Mexico”

(vii) Section 6.02 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower shall pay to Ex-Im Bank as Lender the entire aggregate outstanding principal amount of the Credit in installments payable on each Payment Date and in the amounts set forth in Schedule I to the Note; provided, that the principal installment payable on the Final Maturity Date for such Credit shall in all cases be in an amount equal to the entire principal amount of such Credit outstanding on such date, and such principal installment payable on the Final Maturity Date shall be paid together with all accrued and unpaid interest and all other amounts then owing hereunder with respect to such Credit.”

(viii) Section 6.03 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“(a) The Borrower shall pay to Ex-Im Bank as Lender interest on the unpaid principal amount of the Credit for the period from and including the Effective Date to but excluding the date the Credit shall be paid in full at the [REDACTED] Rate. Accrued interest on the Credit shall be payable in arrears on each Payment Date therefor and upon any other date of payment or prepayment thereof, except that interest payable at the Post-Default Rate (as defined below) shall be payable from time to time on demand.

(b) To the extent permitted by Applicable Law, if, at any time, any amount payable to Ex-Im Bank under this Agreement or the Note is not paid to Ex-Im Bank in full when due and payable (whether at stated maturity, by acceleration or otherwise), the Borrower shall pay to Ex-Im Bank on demand interest on such unpaid amount for the period from the date such amount was due to Ex-Im Bank until such amount shall have been paid in full, at an interest rate per annum equal to [REDACTED] percent ([REDACTED]%) per annum above the interest rate otherwise then applicable under Section 6.03(a) hereof (the “**Post-Default Rate**”).

(c) Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.”

(ix) Section 6.04 of the Credit Agreement shall be deleted in its entirety.

(x) Section 6.07 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower agrees that to further evidence its obligation to repay to Ex-Im Bank as Lender the outstanding principal amount of the Credit, with interest thereon, it shall issue and deliver to Ex-Im Bank on the Effective Date the Note. The Note as originally delivered to Ex-Im Bank shall (i) be dated as of the Effective Date, (ii) be in a principal amount equal to the aggregate outstanding principal amount of the Credit on the Effective Date, (iii) be substantially in the form of Exhibit D, (iv) bear the guarantee endorsement of the AMX Guarantor, and (v) be otherwise in conformity with the terms of this Credit Agreement. The Note shall be the legal, valid and binding obligation of the Borrower and shall be enforceable against the Borrower in accordance with its terms. If the Note is mutilated, lost,

stolen or destroyed, the Borrower shall issue to Ex-Im Bank a new Note of the same date, type, maturity and denomination as the Note so mutilated, lost, stolen or destroyed which new Note shall replace such mutilated, lost, stolen or destroyed Note and shall become the “Note” for all purposes hereunder; provided that, in the case of a mutilated Note, Ex-Im Bank shall deliver such mutilated Note to the Borrower, and in the case of any lost, stolen or destroyed Note, the Borrower shall have first received evidence of such loss, theft or destruction reasonably satisfactory to the Borrower.”

(xi) Section 8.01(a) of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“(a) All payments to be made by the Borrower or the AMX Guarantor under this Credit Agreement, the AMX Guarantee Agreement and the Note shall be made to Ex-Im Bank pursuant to Section 6.01 of this Agreement without set-off or counterclaim in U.S. Dollars in immediately available and freely transferable funds no later than 1:00 P.M. (New York City time) on the date on which due.”

(xii) Section 8.01(c) of the Credit Agreement shall be deleted in its entirety.

(xiii) Exhibit D to the Credit Agreement shall be deleted in its entirety and replaced with Exhibit C attached hereto.

(b) Additional agreements with respect to the Credit Agreement.

(i) Notwithstanding anything to the contrary contained in the Credit Agreement, the parties hereto agree that as of the Effective Date, (A) interest on the Credit will thereafter accrue at the [REDACTED] Rate and (B) all payments under the Credit Agreement shall thereafter be made directly to Ex-Im Bank.

(ii) Prior to the Plan Effective Date, Defaults and Events of Default under the Credit Agreement shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases.

(iii) Notwithstanding anything to the contrary contained in the Credit Agreement, with effect from the Effective Date, (x) all representations, warranties, covenants, undertakings and obligations by the Borrower and the AMX Guarantor under the Credit Agreement expressed in favor of the Initial Lender (or any agent acting on its behalf) and all rights, discretions and benefits of the Initial Lender (and any agent acting on its behalf) contained in the Credit Agreement, are hereby deleted in their entirety.

Section 3. Conditions Precedent. The Effective Date will be deemed to have occurred, and the amendments in Section 2 of this Omnibus Agreement will be deemed to take

effect, on the date on which Ex-Im Bank confirms that each of the following conditions precedent shall have been satisfied:

(a) The representations and warranties set out in Section 7 of this Omnibus Agreement shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to an earlier date in which case such representation or warranty shall be true and correct as of such earlier date).

(b) No event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof) would constitute, an Event of Default shall have occurred and be continuing on the Effective Date, provided that an Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases.

(c) The Borrower, AMX Guarantor and Ex-Im Bank shall have received duly executed copies of this Omnibus Agreement and the Other Omnibus Agreements duly authorized, executed and delivered by the parties hereto and thereto.

(d) Ex-Im Bank shall have returned to the Borrower the original Notes and in exchange shall have received a new Note acceptable to Ex-Im Bank.

(e) Ex-Im Bank shall have received (i) evidence of the acceptance of the Process Agent appointed by the Borrower and the AMX Guarantor [REDACTED] through one year after the latest Final Maturity Date [REDACTED] and (ii) evidence of the Borrower's and the AMX Guarantor's appointment of its Process Agent [REDACTED] in accordance with Mexican law.

(f) No change in Applicable Laws shall have occurred after the date of this Omnibus Agreement and prior to the Effective Date that would make it unlawful for any party to execute, deliver or perform its obligations hereunder.

(g) Ex-Im Bank shall have received, in form and substance satisfactory to it, such evidence (including, without limitation, resolutions and copies of organizational documents) as it or its counsel shall reasonably request as to the authorization of the execution, delivery and performance by each party hereto (other than itself) of this Omnibus Agreement.

(h) Ex-Im Bank shall have received, in form and substance satisfactory to it, certified copies of all documents, including specimen signatures, necessary to evidence the authority of each person who, acting on behalf of the parties to this Omnibus Agreement (other than itself), has signed or will sign the aforementioned agreements, the statements, reports, certificates and other documents which have been or will be delivered under this Omnibus Agreement or will otherwise act as a representative of such party.

(i) Ex-Im Bank shall have received, in form and substance satisfactory to it, confirmation that all governmental and other licenses, approvals, consents, registrations, exemptions and filings in respect of any Government Body in Mexico necessary or advisable for the execution, delivery and performance and observance of this Omnibus Agreement and for the

legality, validity, enforceability and effectiveness thereof have been obtained or effected on an unconditional basis and remain in full force and effect.

(j) Ex-Im Bank shall have received, in form and substance satisfactory to it, dated as of the Effective Date or such earlier date as it shall permit:

(i) a certificate signed by a duly authorized officer of Borrower, certifying as true and correct its constitutional documents and by-laws (“**estatutos**”) and an incumbency certificate as to the persons authorized to execute and deliver such documents on behalf of Borrower, containing the specimen signatures of each such authorized person, in each case, with English translations thereof if not already in English, certified by the Borrower to be true and faithful to the original version thereof;

(ii) a copy of the Approval Order.

(k) The legal opinions, each dated on the Effective Date, of:

(i) White & Case LLP, New York counsel to Borrower;

(ii) SAI Derecho & Economía, S.C., special Mexican counsel to Ex-Im Bank; and

(iii) In-house counsel to Borrower and the AMX Guarantor.

(l) Ex-Im Bank shall have received evidence, in form and substance satisfactory to it, that all Transaction Costs and other expenses required to be paid on or before the Effective Date under the terms of this Omnibus Agreement shall have been paid by Borrower.

Section 4. Conditions Subsequent. The Borrower and Ex-Im Bank shall use commercially reasonable efforts to ensure that any notarizations, legalizations and Spanish translations of the Omnibus Agreement and any other amendments, as required, are obtained after the Effective Date.

Section 5. Effectiveness.

(a) The parties acknowledge and agree that this Omnibus Agreement will be binding upon the parties’ execution hereof in accordance with the terms hereof.

(b) The parties hereto agree that on the Effective Date, the parties shall be bound by the terms of the Credit Agreement (as amended by this Omnibus Agreement).

Section 6. Interest Payments. As of and from the Effective Date, interest shall accrue on the outstanding principal amount of the Credit at a [REDACTED] rate equal to [REDACTED] per annum.

Section 7. Representations and Warranties of the Borrower and the AMX Guarantor. Each of Borrower and AMX Guarantor hereby represents and warrants as of the date

hereof and as of the Effective Date (except as otherwise specified below) (which representations and warranties shall survive the Effective Date) that:

(a) It is duly organized and validly existing under the laws of Mexico and it has full power and authority to enter into this Omnibus Agreement and the Note, and to perform its obligations hereunder and thereunder;

(b) It has full power to authorize and it has taken all actions necessary or advisable to authorize the transactions hereunder upon the terms and conditions of this Omnibus Agreement, and to authorize the execution, delivery and performance of this Omnibus Agreement, the Note and all other agreements and documents required or contemplated hereunder;

(c) This Omnibus Agreement constitutes and the Note and all other agreements and documents required or contemplated hereunder when issued, will constitute legal, valid and binding, direct and unconditional obligations of the Borrower and the AMX Guarantor enforceable in accordance with their terms and conditions;

(d) All consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority and any Other Governmental Authority that are necessary or advisable: (i) for the execution, delivery, performance and observance by the Borrower and AMX Guarantor of this Omnibus Agreement or any Note, including, without limitation, approvals relating to the availability and transfer of U.S. Dollars required to make all payments due under this Omnibus Agreement, the Credit Agreement or the Note; (ii) for the validity, binding effect and enforceability of this Omnibus Agreement or the Note; and (iii) for the execution, delivery and performance of any Supply Contract and the importation and use of the Goods and Services in the Borrower's Country have been obtained and are in full force and effect;

(e) The execution, delivery and performance or observance by the Borrower and the AMX Guarantor of the terms of and consummation by the Borrower and the AMX Guarantor of the transactions contemplated hereby, does not and will not conflict with or result in a breach or violation of: (i) the charter, by-laws or similar documents of the Borrower or AMX Guarantor; (ii) any law of Mexico or any other ordinance, decree, constitutional provision, regulation or other requirement of any Governmental Authority (including, without limitation, any restriction on interest that may be paid by the Borrower or the AMX Guarantor); or (iii) any order, writ, injunction, judgment or decree of any court or other tribunal;

(f) There is no Tax imposed on or in connection with: (i) the execution, delivery or performance of this Omnibus Agreement; (ii) the enforcement of this Omnibus Agreement or the Note; or (iii) on any payment to be made to Ex-Im Bank hereunder or under any Note;

(g) The Borrower will pay the sums due under this Omnibus Agreement, the Credit Agreement (as amended by this Omnibus Agreement) and the Note and its acknowledgement of indebtedness related thereto is absolute and unconditional;

(h) No event has occurred and is continuing which constitutes, or but for the giving of notice or the lapse of time, or both, would constitute an Event of Default under the

provisions of this Omnibus Agreement, not including any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases;

(i) Neither it nor, to its knowledge, any director, officer, agent, employee, affiliate or other person acting on behalf of it or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the “**UK Bribery Act**”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “**FCPA**”). Furthermore, it and, to the its knowledge, its affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith; and

(j) No part of the proceeds of the Credit will be used, directly or indirectly, for any payments that could constitute a violation of an applicable anti-bribery law.

(k) (1) Each of Borrower and each of its Principals individually (a) is not Excluded or Disqualified from participating in a Covered Transaction, (b) is not formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending; and (c) is not, and within the past three (3) years has not been, indicted, convicted or had a civil judgment rendered against it for any conduct or offense described at 2 C.F.R. § 180.800(a) in the Debarment Regulations.

(2) Borrower has not made any payment in connection with the Note or any Supply Contract to any Person who is Excluded or Disqualified from participating in a Covered Transaction.

(3) None of Borrower nor any of its Principals individually are listed on any of the publicly available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank.

(4) None of Borrower or any director, officer, or employee of Borrower is a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Borrower in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

Section 8. Covenants of Borrower. Borrower covenants and agrees with each of the parties hereto as follows:

(a) Borrower shall provide immediate written notice to Ex-Im Bank if at any time it learns that:

(i) Borrower or any of its Principals individually, (A) is Excluded or Disqualified from participating in a Covered Transaction, (B) is formally proposed for

debarment by any U.S. Federal Government Authority, with a final determination still pending or (C) is or, within the past three (3) years, has been indicted, convicted or has a civil judgment rendered against it for any conduct or offenses described at 2 C.F.R. § 180.800(a) in the Debarment Regulations;

(ii) Borrower has made any payment described in Section 7(k)(2) hereto;

(iii) Borrower or any of its Principals individually, is listed on any of the publicly available debarment lists described in Section 7(k)(3) hereto; or

(iv) Borrower or any director, officer, or employee of Borrower becomes a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Borrower in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(b) Borrower shall not, and shall not authorize or permit any of its directors, officers, or employees, agents, representatives, or any other Person to, (i) use or otherwise make available, directly or indirectly, the proceeds of the Credit, to fund or facilitate any activities with or for the benefit of any Sanctioned Person or in any Sanctioned Country; or (ii) make any payments in connection with the Credit, this Omnibus Agreement or the Credit Agreement (as amended by this Omnibus Agreement), including to discharge any debt, with proceeds from activities involving, directly or indirectly, any Sanctioned Person or Sanctioned Country.

Section 9. Monetary Defaults. Subject to and upon the occurrence of the Effective Date, with respect to the payment in full and final satisfaction of all monetary claims and defaults (if any) arising under the Credit Agreement (as amended by this Omnibus Agreement), the parties agree that Ex-Im Bank shall be entitled to, for the period between the Petition Date and the Effective Date, Borrower's performance in accordance with the terms of this Omnibus Agreement and the Credit Agreement (as amended by this Omnibus Agreement), as applicable.

Section 10. Treatment of Claims. Upon the Effective Date, the proofs of claims numbered 462, 533 and 540 filed against the Borrower, AMX Guarantor and their affiliated debtors in the Chapter 11 Cases shall be deemed withdrawn, without any further action required by the Bankruptcy Court, the parties hereto or any other person and no further claims shall be filed or allowed against the Borrower or its affiliated debtors in the current Chapter 11 Cases in respect of the Credit Agreement.

Section 11. Expenses. Borrower agrees to pay, within three (3) Business Days after the later of the Effective Date and receipt of the relevant invoice, the (a) reasonable and documented legal expenses of Ex-Im Bank in an amount not to exceed \$[REDACTED] as such legal expenses and costs were incurred in connection with the Chapter 11 Cases and/or the negotiation and completion of the Restructuring, including, without limitation, this Agreement and the Other Omnibus Agreements (collectively, the "**Transaction Costs**"). For the avoidance of doubt, the capped amounts set forth in (a) and (b) above are cumulative for this Agreement and the Other Omnibus Agreements.

Section 12. Ratification; Effectiveness.

(a) Except as expressly amended hereby, the Credit Agreement shall continue and shall remain in full force and effect in all respects. The amendments set forth herein shall be effective as to the Credit Agreement as and from the date hereof, and from and after the date hereof any and all references to any of the Credit Agreement shall be deemed to refer to such document as amended hereby.

Section 13. AMX Guarantee Agreement. AMX Guarantor hereby (i) reaffirms that the AMX Guarantee Agreement remains in full force and effect, (ii) acknowledges and consents to the amendments set forth in this Omnibus Agreement and (iii) confirms that the Guaranteed Documents and Guaranteed Obligations in the AMX Guarantee Agreement include the Credit Agreement and the obligations thereunder as amended by this Omnibus Agreement.

Section 14. Governing Law. THIS OMNIBUS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 15. Miscellaneous.

(a) This Omnibus Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees; provided that the Borrower may not assign any of its rights or delegate any duty under this Omnibus Agreement to any Person.

(b) The section headings in this Omnibus Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

(c) To the extent permitted by Applicable Law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(d) This Omnibus Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Omnibus Agreement by signing any such counterpart. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Amendment Agreement (AP089151XX-Mexico) to be duly executed as of the date and year first above written.

Borrower

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

AMX Guarantor

**GRUPO AEROMÉXICO, S.A.B. DE
C.V.**

By: _____
Name:
Title:

By: _____
Name:
Title:

Ex-Im Bank

**EXPORT-IMPORT BANK OF THE
UNITED STATES**

By: _____
Name:
Title:

Exhibit A

Note - Schedule I

AP089151XX	Principal Payment	Ending Balance
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Exhibit A

Exhibit B

INSUREDS AND INSURANCE POLICIES

Insurance Policy	Insured	Obligor(s)
[REDACTED]	[REDACTED]	Aerolitoral, S.A. de C.V. and Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.

Exhibit B

Exhibit 5 to Proposed Order

Omnibus Amendment Agreement 5

OMNIBUS AMENDMENT AGREEMENT (AP089216XX-Mexico)

Dated as of _____, 2021

Among

AEROVÍAS DE MÉXICO, S.A. DE C.V.
as Borrower,

GRUPO AEROMÉXICO, S.A.B. DE C.V.
as AMX Guarantor,

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Ex-Im Bank Transaction No. AP089216XX – Mexico

**OMNIBUS AMENDMENT AGREEMENT
(AP089216XX-Mexico)**

THIS OMNIBUS AMENDMENT AGREEMENT (AP089216XX-Mexico) dated as of _____, 2021 (this “**Agreement**” or this “**Omnibus Agreement**”) is among **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico (“**Borrower**”), **GRUPO AEROMÉXICO, S.A.B. DE C.V.**, a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico (“**AMX Guarantor**”), and **EXPORT-IMPORT BANK OF THE UNITED STATES**, an agency of the Government of the United States of America (“**Ex-Im Bank**”).

WITNESSETH:

WHEREAS, HSBC Bank USA, N.A. (“**Initial Lender**”), and Ex-Im Bank previously entered into the Master Guarantee Agreement (Medium Term Credits – Electronic Compliance Program) No. 0472 – M, dated as of September 16, 2001 (the “**MGA**”);

WHEREAS, Borrower, AMX Guarantor and Initial Lender previously entered into the Credit Agreement dated June 26, 2018 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Credit Agreement**”), pursuant to which Initial Lender extended financing to the Borrower in connection with the Supply Contracts;

WHEREAS, AMX Guarantor and Initial Lender previously entered into the AMX Guarantee Agreement dated as of June 26, 2018 (as amended, supplemented or otherwise modified prior to the Effective Date, the “**AMX Guarantee Agreement**”);

WHEREAS, Borrower, AMX Guarantor and certain of their affiliates filed for Chapter 11 bankruptcy protections and sought emergency reorganization pursuant to which the parties hereto have agreed to restructure the transaction on the terms set out in this Omnibus Agreement;

WHEREAS, on September 18, 2020, Initial Lender made a demand for compensation on Ex-Im Bank pursuant to Section 8.02 of the MGA;

WHEREAS, pursuant to the Assignment dated September 18, 2020, the Initial Lender assigned to Ex-Im Bank all of the Initial Lender’s rights, title and interest in and to the Credit Agreement and AMX Guarantee Agreement (the “**Assignment**”);

WHEREAS, the parties hereto have agreed to, among other things, amend the payment schedule under the Credit Agreement (collectively, the “**Amendments**”); and

WHEREAS, in order to complete the Amendments as set forth in this Omnibus Agreement, the parties have agreed to make necessary amendments to the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1 of the Credit Agreement.

In addition, the following words and expressions shall have the following meanings:

“Allowed Claim” means the general unsecured claim held by Ex-Im Bank in the allowed amount representing the documented sum or sums that Ex-Im Bank has paid or, prior to the Effective Date, may pay to the vendors of Borrower (and/or Aerolitoral, S.A. de C.V.) listed on Exhibit B (the “*Insureds*”) on account of the insurance claims made by such Insureds under their insurance policies with Ex-Im Bank as more particularly described on Exhibit B (the “*Insurance Policies*”).

“Approval Order” means an order of the Bankruptcy Court that, *inter alia*, approves this Omnibus Agreement and the Other Omnibus Agreements, authorizes Borrower and AMX Guarantor to comply with the terms and obligations of this Omnibus Agreement, the Other Omnibus Agreements and the Credit Agreement (as amended by this Omnibus Agreement), authorizes the Borrower and AMX Guarantor to assume certain lease agreements and other documents as provided in the Other Omnibus Agreements pursuant to Sections 363, 364, 365 and 1123(b)(2), and Bankruptcy Rule 9019, as applicable, of the United States Bankruptcy Code, approves the Allowed Claim, and that is otherwise in form and substance reasonably acceptable to Ex-Im Bank.

“Bankruptcy Code” means Section 101 et seq. of Title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Chapter 11 Cases” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of Borrower and its affiliated debtors and debtors-in-possession filed on June 30, 2020 in the Bankruptcy Court and the related parallel and ancillary proceedings.

“Effective Date” means the date occurring after the Approval Order is entered by the Bankruptcy Court on which all conditions precedent set forth in Section 3 hereof have been satisfied.

“Other Omnibus Agreements” means the omnibus amendment agreements dated on or about the date hereof between the Borrower, AMX Guarantor, Ex-Im Bank and others, relating to (i) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36700, 36701 and 36702, (ii) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36703, 36704 and 36708, (iii) the financing of two (2) Boeing 787-8 aircraft with manufacturer’s serial numbers 36843 and 36844, and (iv) each of the other Medium-Term Credit Agreements (trans. nos. AP089151XX-Mexico; MTG No. 706203-Mexico; and AP089272XX-Mexico).

“Plan Effective Date” means the date on which each of the following conditions have been satisfied: (a) a Chapter 11 plan for the Borrower and its affiliated debtors has been confirmed by

the Bankruptcy Court and (b) such Chapter 11 plan becomes effective in accordance with the terms of such plan.

“**Petition Date**” means the date on which Borrower, AMX Guarantor and their affiliated debtors filed the Chapter 11 Cases, being June 30, 2020.

Section 2. Amendments. Effective as of the Effective Date, the parties hereby agree to the following amendments:

(a) Amendment to Credit Agreement. The parties hereto agree to amend the Credit Agreement as follows:

(i) Item 10 of the Term Sheet shall be deleted in its entirety and replaced with the following:

“Interest Rate: [REDACTED] per annum”

(ii) Items 11 and 12 of the Term Sheet shall be deleted in their entirety.

(iii) Item 14 of the Term Sheet shall be deleted in its entirety and replaced with the following:

“To the BORROWER:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Alicia Núñez de la Huerta, Corporate Treasurer
Telephone: [REDACTED]
Email: acnunez@aeromexico.com

To the AMX Guarantor:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Ricardo Sanchez Baker, Chief Financial Officer
Facsimile: +52-559-132-4618
Telephone: [REDACTED]
Email: rsbaker@aeromexico.com

With a copy to:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Alicia Núñez de la Huerta, Corporate Treasurer

Facsimile: +52-559-132-4557
Telephone: [REDACTED]
Email: acnunez@aeromexico.com

To Ex-Im Bank as the LENDER:

Address: Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
U.S.A.
Attention: Vice-President - Transportation Division
and Vice-President - Transportation Portfolio
Management Division
Reference: Ex-Im Bank Guarantee No. AP089216XX –
Mexico
Telephone: [REDACTED]

With a copy to:

Address: Robert Wray PLLC
1150 Connecticut Avenue, NW
Suite 350
Washington, DC 20036
Attention: Mariano Gomezperalta C.
Telephone: [REDACTED]

(iv) Section 1 of the Credit Agreement shall be amended as follows:

(A) The definition of “[REDACTED] Rate” shall be deleted in its entirety and replaced with the following definition of “[REDACTED] Rate”:

““[REDACTED] Rate” shall mean a [REDACTED] interest rate equal to [REDACTED] per annum.”

(B) The definition of “Payment Date” shall be deleted in its entirety and replaced with the following:

““Payment Date” shall mean each of the dates set forth on Schedule I to the Note.”

(iv) The following definitions shall be added in alphabetical order to Section 1 of the Credit Agreement:

“BIS” means the Bureau of Industry and Security of the U.S. Department of Commerce.

“Disqualified” shall have the meaning set forth in the Debarment Regulations.

“Effective Date” shall have the meaning set forth in the Omnibus Agreement.

“Excluded” shall have the meaning set forth in the Debarment Regulations.

“Export Control Laws” means any and all dual use and export control laws, regulations and directives maintained or administered by BIS or any Government Body having jurisdiction over the Eligible Goods and Services supplied to the Purchaser under the Supply Contracts, as such laws, regulations and directives may be amended or restated from time to time.

“OFAC” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“OFAC Regulations” shall mean, with respect to Sanctions, the regulations of OFAC, 31 C.F.R. Chapter V, and corresponding executive orders, as such regulations and orders may be amended from time to time.

“Omnibus Agreement” shall mean that certain Omnibus Amendment Agreement (AP089216XX-Mexico) dated as of _____, 2021 among Borrower, AMX Guarantor, and Ex-Im Bank.

“Post-Default Rate” shall have the meaning set forth in Section 6.03(b) of this Agreement.

“Sanctioned Country” shall mean any country or territory that is targeted by comprehensive, country-wide or territory-wide Sanctions.

“Sanctioned Person” shall mean a Person (a) that appears on the List of Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List as administered by OFAC; (b) that is located, domiciled, organized in, or having the nationality of, a Sanctioned Country; (c) that is owned or controlled, directly or indirectly, by one or more Persons covered by (a) or (b); or (d) with whom, as determined by Ex-Im Bank in its sole discretion, Ex-Im Bank is prohibited or restricted from doing business, in each case, pursuant to OFAC Regulations or other Sanctions under Applicable Law of the United States.

“Sanctions” shall mean any economic, trade or sectoral sanctions, blocking orders, embargoes and anti-terrorism laws issued, administered, or enforced by a Sanctions Authority.

“Sanctions Authority” shall mean the United States or the United Nations Security Council or the respective governmental institutions,

departments, divisions, agencies, or instrumentalities or instrumentalities of the foregoing, including, without limitation, OFAC and the U.S. Department of State.

(v) The following definitions shall be deleted from Section 1 of the Credit Agreement in their entirety: “Alternative Interest Rate”, “Federal Funds Rate”, “Interest Period”, “LIBOR”, “Prior LIBOR Rate”, and “Special LIBOR”.

(vi) Section 6.01 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower hereby unconditionally and irrevocably promises to pay to Ex-Im Bank the outstanding principal amount of the Credit in installments as hereinafter provided and to pay interest on the principal balance thereof from time to time outstanding, as hereinafter provided. All payments to be made by the Borrower to Ex-Im Bank under this Credit Agreement and the Note shall be made at the Federal Reserve Bank of New York for credit to Ex-Im Bank’s account, unless otherwise directed in writing by the Treasurer-Controller, Deputy Treasurer-Controller or an Assistant Treasurer-Controller of Ex-Im Bank, at:

Fedwire Field Name	Required Information
Type/Subtype	1000
Amount	<i>(enter payment amount)</i>
Receiver ABA routing number	021030004
Receiver ABA short name	TREAS NYC
Business Function Code	CTR <i>(or CTP)</i>
Beneficiary Identifier (account number)	00004984
Beneficiary Name	EXPORT IMPORT BANK
Originator	<i>(enter the name of the originator of the payment)</i>
Originator to Beneficiary Information – Line 1	Ex-Im Bank Guarantee No. AP089216XX – Mexico”

(vii) Section 6.02 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower shall pay to Ex-Im Bank as Lender the entire aggregate outstanding principal amount of the Credit in installments payable on each Payment Date and in the amounts set forth in Schedule I to the Note; provided, that the principal installment payable on the Final Maturity Date for such Credit shall in all cases be in an amount equal to the entire principal amount of such Credit outstanding on such date, and such principal installment payable on the Final Maturity Date shall be paid together with all accrued and unpaid interest and all other amounts then owing hereunder with respect to such Credit.”

(viii) Section 6.03 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“(a) The Borrower shall pay to Ex-Im Bank as Lender interest on the unpaid principal amount of the Credit for the period from and including the Effective Date to but excluding the date the Credit shall be paid in full at the [REDACTED] Rate. Accrued interest on the Credit shall be payable in arrears on each Payment Date therefor and upon any other date of payment or prepayment thereof, except that interest payable at the Post-Default Rate (as defined below) shall be payable from time to time on demand.

(b) To the extent permitted by Applicable Law, if, at any time, any amount payable to Ex-Im Bank under this Agreement or the Note is not paid to Ex-Im Bank in full when due and payable (whether at stated maturity, by acceleration or otherwise), the Borrower shall pay to Ex-Im Bank on demand interest on such unpaid amount for the period from the date such amount was due to Ex-Im Bank until such amount shall have been paid in full, at an interest rate per annum equal to [REDACTED] percent ([REDACTED]%) per annum above the interest rate otherwise then applicable under Section 6.03(a) hereof (the “**Post-Default Rate**”).

(c) Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.”

(ix) Section 6.04 of the Credit Agreement shall be deleted in its entirety.

(x) Section 6.07 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower agrees that to further evidence its obligation to repay to Ex-Im Bank as Lender the outstanding principal amount of the Credit, with interest thereon, it shall issue and deliver to Ex-Im Bank on the Effective Date the Note. The Note as originally delivered to Ex-Im Bank shall (i) be dated as of the Effective Date, (ii) be in a principal amount equal to the aggregate outstanding principal amount of the Credit on the Effective Date, (iii) be substantially in the form of Exhibit D, (iv) bear the guarantee endorsement of the AMX Guarantor, and (v) be otherwise in conformity with the terms of this Credit Agreement. The Note shall be the legal, valid and binding obligation of the Borrower and shall be enforceable against the Borrower in accordance with its terms. If the Note is mutilated, lost,

stolen or destroyed, the Borrower shall issue to Ex-Im Bank a new Note of the same date, type, maturity and denomination as the Note so mutilated, lost, stolen or destroyed which new Note shall replace such mutilated, lost, stolen or destroyed Note and shall become the “Note” for all purposes hereunder; provided that, in the case of a mutilated Note, Ex-Im Bank shall deliver such mutilated Note to the Borrower, and in the case of any lost, stolen or destroyed Note, the Borrower shall have first received evidence of such loss, theft or destruction reasonably satisfactory to the Borrower.”

(xi) Section 8.01(a) of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“(a) All payments to be made by the Borrower or the AMX Guarantor under this Credit Agreement, the AMX Guarantee Agreement and the Note shall be made to Ex-Im Bank pursuant to Section 6.01 of this Agreement without set-off or counterclaim in U.S. Dollars in immediately available and freely transferable funds no later than 1:00 P.M. (New York City time) on the date on which due.”

(xii) Section 8.01(c) of the Credit Agreement shall be deleted in its entirety.

(xiii) Exhibit D to the Credit Agreement shall be deleted in its entirety and replaced with Exhibit C attached hereto.

(b) Additional agreements with respect to the Credit Agreement.

(i) Notwithstanding anything to the contrary contained in the Credit Agreement, the parties hereto agree that as of the Effective Date, (A) interest on the Credit will thereafter accrue at the [REDACTED] Rate and (B) all payments under the Credit Agreement shall thereafter be made directly to Ex-Im Bank.

(ii) Prior to the Plan Effective Date, Defaults and Events of Default under the Credit Agreement shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases.

(iii) Notwithstanding anything to the contrary contained in the Credit Agreement, with effect from the Effective Date, (x) all representations, warranties, covenants, undertakings and obligations by the Borrower and the AMX Guarantor under the Credit Agreement expressed in favor of the Initial Lender (or any agent acting on its behalf) and all rights, discretions and benefits of the Initial Lender (and any agent acting on its behalf) contained in the Credit Agreement, are hereby deleted in their entirety.

Section 3. Conditions Precedent. The Effective Date will be deemed to have occurred, and the amendments in Section 2 of this Omnibus Agreement will be deemed to take

effect, on the date on which Ex-Im Bank confirms that each of the following conditions precedent shall have been satisfied:

(a) The representations and warranties set out in Section 7 of this Omnibus Agreement shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to an earlier date in which case such representation or warranty shall be true and correct as of such earlier date).

(b) No event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof) would constitute, an Event of Default shall have occurred and be continuing on the Effective Date, provided that an Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases.

(c) The Borrower, AMX Guarantor and Ex-Im Bank shall have received duly executed copies of this Omnibus Agreement and the Other Omnibus Agreements duly authorized, executed and delivered by the parties hereto and thereto.

(d) Ex-Im Bank shall have returned to the Borrower the original Notes and in exchange shall have received a new Note acceptable to Ex-Im Bank.

(e) Ex-Im Bank shall have received (i) evidence of the acceptance of the Process Agent appointed by the Borrower and the AMX Guarantor [REDACTED] through one year after the latest Final Maturity Date [REDACTED] and (ii) evidence of the Borrower's and the AMX Guarantor's appointment of its Process Agent [REDACTED] in accordance with Mexican law.

(f) No change in Applicable Laws shall have occurred after the date of this Omnibus Agreement and prior to the Effective Date that would make it unlawful for any party to execute, deliver or perform its obligations hereunder.

(g) Ex-Im Bank shall have received, in form and substance satisfactory to it, such evidence (including, without limitation, resolutions and copies of organizational documents) as it or its counsel shall reasonably request as to the authorization of the execution, delivery and performance by each party hereto (other than itself) of this Omnibus Agreement.

(h) Ex-Im Bank shall have received, in form and substance satisfactory to it, certified copies of all documents, including specimen signatures, necessary to evidence the authority of each person who, acting on behalf of the parties to this Omnibus Agreement (other than itself), has signed or will sign the aforementioned agreements, the statements, reports, certificates and other documents which have been or will be delivered under this Omnibus Agreement or will otherwise act as a representative of such party.

(i) Ex-Im Bank shall have received, in form and substance satisfactory to it, confirmation that all governmental and other licenses, approvals, consents, registrations, exemptions and filings in respect of any Government Body in Mexico necessary or advisable for the execution, delivery and performance and observance of this Omnibus Agreement and for the

legality, validity, enforceability and effectiveness thereof have been obtained or effected on an unconditional basis and remain in full force and effect.

(j) Ex-Im Bank shall have received, in form and substance satisfactory to it, dated as of the Effective Date or such earlier date as it shall permit:

(i) a certificate signed by a duly authorized officer of Borrower, certifying as true and correct its constitutional documents and by-laws (“**estatutos**”) and an incumbency certificate as to the persons authorized to execute and deliver such documents on behalf of Borrower, containing the specimen signatures of each such authorized person, in each case, with English translations thereof if not already in English, certified by the Borrower to be true and faithful to the original version thereof;

(ii) a copy of the Approval Order.

(k) The legal opinions, each dated on the Effective Date, of:

(i) White & Case LLP, New York counsel to Borrower;

(ii) SAI Derecho & Economía, S.C., special Mexican counsel to Ex-Im Bank; and

(iii) In-house counsel to Borrower and the AMX Guarantor.

(l) Ex-Im Bank shall have received evidence, in form and substance satisfactory to it, that all Transaction Costs and other expenses required to be paid on or before the Effective Date under the terms of this Omnibus Agreement shall have been paid by Borrower.

Section 4. Conditions Subsequent. The Borrower and Ex-Im Bank shall use commercially reasonable efforts to ensure that any notarizations, legalizations and Spanish translations of the Omnibus Agreement and any other amendments, as required, are obtained after the Effective Date.

Section 5. Effectiveness.

(a) The parties acknowledge and agree that this Omnibus Agreement will be binding upon the parties’ execution hereof in accordance with the terms hereof.

(b) The parties hereto agree that on the Effective Date, the parties shall be bound by the terms of the Credit Agreement (as amended by this Omnibus Agreement).

Section 6. Interest Payments. As of and from the Effective Date, interest shall accrue on the outstanding principal amount of the Credit at a [REDACTED] rate equal to [REDACTED] per annum.

Section 7. Representations and Warranties of the Borrower and the AMX Guarantor. Each of Borrower and AMX Guarantor hereby represents and warrants as of the date

hereof and as of the Effective Date (except as otherwise specified below) (which representations and warranties shall survive the Effective Date) that:

(a) It is duly organized and validly existing under the laws of Mexico and it has full power and authority to enter into this Omnibus Agreement and the Note, and to perform its obligations hereunder and thereunder;

(b) It has full power to authorize and it has taken all actions necessary or advisable to authorize the transactions hereunder upon the terms and conditions of this Omnibus Agreement, and to authorize the execution, delivery and performance of this Omnibus Agreement, the Note and all other agreements and documents required or contemplated hereunder;

(c) This Omnibus Agreement constitutes and the Note and all other agreements and documents required or contemplated hereunder when issued, will constitute legal, valid and binding, direct and unconditional obligations of the Borrower and the AMX Guarantor enforceable in accordance with their terms and conditions;

(d) All consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority and any Other Governmental Authority that are necessary or advisable: (i) for the execution, delivery, performance and observance by the Borrower and AMX Guarantor of this Omnibus Agreement or any Note, including, without limitation, approvals relating to the availability and transfer of U.S. Dollars required to make all payments due under this Omnibus Agreement, the Credit Agreement or the Note; (ii) for the validity, binding effect and enforceability of this Omnibus Agreement or the Note; and (iii) for the execution, delivery and performance of any Supply Contract and the importation and use of the Goods and Services in the Borrower's Country have been obtained and are in full force and effect;

(e) The execution, delivery and performance or observance by the Borrower and the AMX Guarantor of the terms of and consummation by the Borrower and the AMX Guarantor of the transactions contemplated hereby, does not and will not conflict with or result in a breach or violation of: (i) the charter, by-laws or similar documents of the Borrower or AMX Guarantor; (ii) any law of Mexico or any other ordinance, decree, constitutional provision, regulation or other requirement of any Governmental Authority (including, without limitation, any restriction on interest that may be paid by the Borrower or the AMX Guarantor); or (iii) any order, writ, injunction, judgment or decree of any court or other tribunal;

(f) There is no Tax imposed on or in connection with: (i) the execution, delivery or performance of this Omnibus Agreement; (ii) the enforcement of this Omnibus Agreement or the Note; or (iii) on any payment to be made to Ex-Im Bank hereunder or under any Note;

(g) The Borrower will pay the sums due under this Omnibus Agreement, the Credit Agreement (as amended by this Omnibus Agreement) and the Note and its acknowledgement of indebtedness related thereto is absolute and unconditional;

(h) No event has occurred and is continuing which constitutes, or but for the giving of notice or the lapse of time, or both, would constitute an Event of Default under the

provisions of this Omnibus Agreement, not including any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases;

(i) Neither it nor, to its knowledge, any director, officer, agent, employee, affiliate or other person acting on behalf of it or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the “**UK Bribery Act**”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “**FCPA**”). Furthermore, it and, to the its knowledge, its affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith; and

(j) No part of the proceeds of the Credit will be used, directly or indirectly, for any payments that could constitute a violation of an applicable anti-bribery law.

(k) (1) Each of Borrower and each of its Principals individually (a) is not Excluded or Disqualified from participating in a Covered Transaction, (b) is not formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending; and (c) is not, and within the past three (3) years has not been, indicted, convicted or had a civil judgment rendered against it for any conduct or offense described at 2 C.F.R. § 180.800(a) in the Debarment Regulations.

(2) Borrower has not made any payment in connection with the Note or any Supply Contract to any Person who is Excluded or Disqualified from participating in a Covered Transaction.

(3) None of Borrower nor any of its Principals individually are listed on any of the publicly available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank.

(4) None of Borrower or any director, officer, or employee of Borrower is a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Borrower in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

Section 8. Covenants of Borrower. Borrower covenants and agrees with each of the parties hereto as follows:

(a) Borrower shall provide immediate written notice to Ex-Im Bank if at any time it learns that:

(i) Borrower or any of its Principals individually, (A) is Excluded or Disqualified from participating in a Covered Transaction, (B) is formally proposed for

debarment by any U.S. Federal Government Authority, with a final determination still pending or (C) is or, within the past three (3) years, has been indicted, convicted or has a civil judgment rendered against it for any conduct or offenses described at 2 C.F.R. § 180.800(a) in the Debarment Regulations;

(ii) Borrower has made any payment described in Section 7(k)(2) hereto;

(iii) Borrower or any of its Principals individually, is listed on any of the publicly available debarment lists described in Section 7(k)(3) hereto; or

(iv) Borrower or any director, officer, or employee of Borrower becomes a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Borrower in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(b) Borrower shall not, and shall not authorize or permit any of its directors, officers, or employees, agents, representatives, or any other Person to, (i) use or otherwise make available, directly or indirectly, the proceeds of the Credit, to fund or facilitate any activities with or for the benefit of any Sanctioned Person or in any Sanctioned Country; or (ii) make any payments in connection with the Credit, this Omnibus Agreement or the Credit Agreement (as amended by this Omnibus Agreement), including to discharge any debt, with proceeds from activities involving, directly or indirectly, any Sanctioned Person or Sanctioned Country.

Section 9. Monetary Defaults. Subject to and upon the occurrence of the Effective Date, with respect to the payment in full and final satisfaction of all monetary claims and defaults (if any) arising under the Credit Agreement (as amended by this Omnibus Agreement), the parties agree that Ex-Im Bank shall be entitled to, for the period between the Petition Date and the Effective Date, Borrower's performance in accordance with the terms of this Omnibus Agreement and the Credit Agreement (as amended by this Omnibus Agreement), as applicable.

Section 10. Treatment of Claims. Upon the Effective Date, the proofs of claims numbered 463 and 534 filed against the Borrower, AMX Guarantor and their affiliated debtors in the Chapter 11 Cases shall be deemed withdrawn, without any further action required by the Bankruptcy Court, the parties hereto or any other person and no further claims shall be filed or allowed against the Borrower or its affiliated debtors in the current Chapter 11 Cases in respect of the Credit Agreement.

Section 11. Expenses. Borrower agrees to pay, within three (3) Business Days after the later of the Effective Date and receipt of the relevant invoice, the (a) reasonable and documented legal expenses of Ex-Im Bank in an amount not to exceed \$[REDACTED] as such legal expenses and costs were incurred in connection with the Chapter 11 Cases and/or the negotiation and completion of the Restructuring, including, without limitation, this Agreement and the Other Omnibus Agreements (collectively, the "**Transaction Costs**"). For the avoidance of doubt, the capped amounts set forth in (a) and (b) above are cumulative for this Agreement and the Other Omnibus Agreements.

Section 12. Ratification; Effectiveness.

(a) Except as expressly amended hereby, the Credit Agreement shall continue and shall remain in full force and effect in all respects. The amendments set forth herein shall be effective as to the Credit Agreement as and from the date hereof, and from and after the date hereof any and all references to any of the Credit Agreement shall be deemed to refer to such document as amended hereby.

Section 13. AMX Guarantee Agreement. AMX Guarantor hereby (i) reaffirms that the AMX Guarantee Agreement remains in full force and effect, (ii) acknowledges and consents to the amendments set forth in this Omnibus Agreement and (iii) confirms that the Guaranteed Documents and Guaranteed Obligations in the AMX Guarantee Agreement include the Credit Agreement and the obligations thereunder as amended by this Omnibus Agreement.

Section 14. Governing Law. THIS OMNIBUS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 15. Miscellaneous.

(a) This Omnibus Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees; provided that the Borrower may not assign any of its rights or delegate any duty under this Omnibus Agreement to any Person.

(b) The section headings in this Omnibus Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

(c) To the extent permitted by Applicable Law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(d) This Omnibus Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Omnibus Agreement by signing any such counterpart. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Amendment Agreement (AP089216XX-Mexico) to be duly executed as of the date and year first above written.

Borrower

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

AMX Guarantor

**GRUPO AEROMÉXICO, S.A.B. DE
C.V.**

By: _____
Name:
Title:

By: _____
Name:
Title:

Ex-Im Bank

**EXPORT-IMPORT BANK OF THE
UNITED STATES**

By: _____
Name:
Title:

Exhibit A

Note - Schedule I

AP089216XX	Principal Payment	Ending Balance
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Exhibit A

Exhibit B

INSUREDS AND INSURANCE POLICIES

Insurance Policy	Insured	Obligor(s)
[REDACTED]	[REDACTED]	Aerolitoral, S.A. de C.V. and Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.

Exhibit B

Exhibit 6 to Proposed Order

Omnibus Amendment Agreement 6

OMNIBUS AMENDMENT AGREEMENT (MTG No. 706203-Mexico)

Dated as of _____, 2021

Among

AEROVÍAS DE MÉXICO, S.A. DE C.V.
as Borrower,

GRUPO AEROMÉXICO, S.A.B. DE C.V.
as AMX Guarantor,

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Ex-Im Bank Transaction Medium Term Guarantee (MTG) No. 706203 – Mexico

**OMNIBUS AMENDMENT AGREEMENT
(MTG No. 706203-Mexico)**

THIS OMNIBUS AMENDMENT AGREEMENT (MTG No. 706203-Mexico) dated as of _____, 2021 (this “**Agreement**” or this “**Omnibus Agreement**”) is among **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico (“**Borrower**”), **GRUPO AEROMÉXICO, S.A.B. DE C.V.**, a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico (“**AMX Guarantor**”), and **EXPORT-IMPORT BANK OF THE UNITED STATES**, an agency of the Government of the United States of America (“**Ex-Im Bank**”).

WITNESSETH:

WHEREAS, HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC (“**Initial Lender**”) and Ex-Im Bank previously entered into the Master Guarantee Agreement (Medium Term Credits – Electronic Compliance Program) No. 520 – M, dated as of December 16, 2019 (the “**MGA**”);

WHEREAS, Borrower, AMX Guarantor, Initial Lender and HSBC Securities (USA) Inc. (“**MLA**”), previously entered into the Credit Agreement dated December 23, 2019 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Credit Agreement**”), pursuant to which Initial Lender extended financing to the Borrower in connection with the Supply Contracts;

WHEREAS, AMX Guarantor, Initial Lender and MLA previously entered into the AMX Guarantee Agreement dated as of December 23, 2019 (as amended, supplemented or otherwise modified prior to the Effective Date, the “**AMX Guarantee Agreement**”);

WHEREAS, Borrower, AMX Guarantor and certain of their affiliates filed for Chapter 11 bankruptcy protections and sought emergency reorganization pursuant to which the parties hereto have agreed to restructure the transaction on the terms set out in this Omnibus Agreement;

WHEREAS, on October 2, 2020, Initial Lender made a demand for compensation on Ex-Im Bank pursuant to Section 8.02 of the MGA;

WHEREAS, pursuant to the Assignment dated October 2, 2020, the Initial Lender assigned to Ex-Im Bank all of the Initial Lender’s rights, title and interest in and to the Credit Agreement and AMX Guarantee Agreement (the “**Assignment**”);

WHEREAS, the parties hereto have agreed to, among other things, amend the payment schedule under the Credit Agreement (collectively, the “**Amendments**”); and

WHEREAS, in order to complete the Amendments as set forth in this Omnibus Agreement, the parties have agreed to make necessary amendments to the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1 of the Credit Agreement.

In addition, the following words and expressions shall have the following meanings:

“Allowed Claim” means the general unsecured claim held by Ex-Im Bank in the allowed amount representing the documented sum or sums that Ex-Im Bank has paid or, prior to the Effective Date, may pay to the vendors of Borrower (and/or Aerolitoral, S.A. de C.V.) listed on Exhibit B (the *“Insureds”*) on account of the insurance claims made by such Insureds under their insurance policies with Ex-Im Bank as more particularly described on Exhibit B (the *“Insurance Policies”*).

“Approval Order” means an order of the Bankruptcy Court that, *inter alia*, approves this Omnibus Agreement and the Other Omnibus Agreements, authorizes Borrower and AMX Guarantor to comply with the terms and obligations of this Omnibus Agreement, the Other Omnibus Agreements and the Credit Agreement (as amended by this Omnibus Agreement), authorizes the Borrower and AMX Guarantor to assume certain lease agreements and other documents as provided in the Other Omnibus Agreements pursuant to Sections 363, 364, 365 and 1123(b)(2), and Bankruptcy Rule 9019, as applicable, of the United States Bankruptcy Code, approves the Allowed Claim, and that is otherwise in form and substance reasonably acceptable to Ex-Im Bank.

“Bankruptcy Code” means Section 101 et seq. of Title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Chapter 11 Cases” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of Borrower and its affiliated debtors and debtors-in-possession filed on June 30, 2020 in the Bankruptcy Court and the related parallel and ancillary proceedings.

“Effective Date” means the date occurring after the Approval Order is entered by the Bankruptcy Court on which all conditions precedent set forth in Section 3 hereof have been satisfied.

“Other Omnibus Agreements” means the omnibus amendment agreements dated on or about the date hereof between the Borrower, AMX Guarantor, Ex-Im Bank and others, relating to (i) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36700, 36701 and 36702, (ii) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36703, 36704 and 36708, (iii) the financing of two (2) Boeing 787-8 aircraft with manufacturer’s serial numbers 36843 and 36844, and (iv) each of the other Medium-Term Credit Agreements (trans. nos. AP089151XX-Mexico; AP089216XX-Mexico; and AP089272XX-Mexico).

“Plan Effective Date” means the date on which each of the following conditions have been satisfied: (a) a Chapter 11 plan for the Borrower and its affiliated debtors has been confirmed by

the Bankruptcy Court and (b) such Chapter 11 plan becomes effective in accordance with the terms of such plan.

“**Petition Date**” means the date on which Borrower, AMX Guarantor and their affiliated debtors filed the Chapter 11 Cases, being June 30, 2020.

Section 2. Amendments. Effective as of the Effective Date, the parties hereby agree to the following amendments:

(a) Amendment to Credit Agreement. The parties hereto agree to amend the Credit Agreement as follows:

(i) Item 10 of the Term Sheet shall be deleted in its entirety and replaced with the following:

“Interest Rate: [REDACTED] per annum”

(ii) Items 11 and 12 of the Term Sheet shall be deleted in their entirety.

(iii) Item 14 of the Term Sheet shall be deleted in its entirety and replaced with the following:

“To the BORROWER:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Alicia Núñez de la Huerta, Corporate Treasurer
Telephone: [REDACTED]
Email: acnunez@aeromexico.com

To the AMX Guarantor:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Ricardo Sanchez Baker, Chief Financial Officer
Facsimile: +52-559-132-4618
Telephone: [REDACTED]
Email: rsbaker@aeromexico.com

With a copy to:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Alicia Núñez de la Huerta, Corporate Treasurer

Facsimile: +52-559-132-4557
Telephone: [REDACTED]
Email: acnunez@aeromexico.com

To Ex-Im Bank as the LENDER:

Address: Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
U.S.A.
Attention: Vice-President - Transportation Division
and Vice-President - Transportation Portfolio
Management Division
Reference: Ex-Im Bank MTG No. 706203 – Mexico
Telephone: [REDACTED]

With a copy to:

Address: Robert Wray PLLC
1150 Connecticut Avenue, NW
Suite 350
Washington, DC 20036
Attention: Mariano Gomezperalta C.
Telephone: [REDACTED]

(iv) Section 1 of the Credit Agreement shall be amended as follows:

(A) The definition of “[REDACTED] Rate” shall be deleted in its entirety and replaced with the following definition of “[REDACTED] Rate”:

““[REDACTED] Rate” shall mean a [REDACTED] interest rate equal to [REDACTED] per annum.”

(B) The definition of “Payment Date” shall be deleted in its entirety and replaced with the following:

““Payment Date” shall mean each of the dates set forth on Schedule I to the Note.”

(iv) The following definitions shall be added in alphabetical order to Section 1 of the Credit Agreement:

“BIS” means the Bureau of Industry and Security of the U.S. Department of Commerce.

“Disqualified” shall have the meaning set forth in the Debarment Regulations.

“Effective Date” shall have the meaning set forth in the Omnibus Agreement.

“Excluded” shall have the meaning set forth in the Debarment Regulations.

“Export Control Laws” means any and all dual use and export control laws, regulations and directives maintained or administered by BIS or any Government Body having jurisdiction over the Eligible Goods and Services supplied to the Purchaser under the Supply Contracts, as such laws, regulations and directives may be amended or restated from time to time.

“OFAC” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“OFAC Regulations” shall mean, with respect to Sanctions, the regulations of OFAC, 31 C.F.R. Chapter V, and corresponding executive orders, as such regulations and orders may be amended from time to time.

“Omnibus Agreement” shall mean that certain Omnibus Amendment Agreement (MTG No. 706203-Mexico) dated as of _____, 2021 among Borrower, AMX Guarantor, and Ex-Im Bank.

“Post-Default Rate” shall have the meaning set forth in Section 6.03(b) of this Agreement.

“Sanctioned Country” shall mean any country or territory that is targeted by comprehensive, country-wide or territory-wide Sanctions.

“Sanctioned Person” shall mean a Person (a) that appears on the List of Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List as administered by OFAC; (b) that is located, domiciled, organized in, or having the nationality of, a Sanctioned Country; (c) that is owned or controlled, directly or indirectly, by one or more Persons covered by (a) or (b); or (d) with whom, as determined by Ex-Im Bank in its sole discretion, Ex-Im Bank is prohibited or restricted from doing business, in each case, pursuant to OFAC Regulations or other Sanctions under Applicable Law of the United States.

“Sanctions” shall mean any economic, trade or sectoral sanctions, blocking orders, embargoes and anti-terrorism laws issued, administered, or enforced by a Sanctions Authority.

“Sanctions Authority” shall mean the United States or the United Nations Security Council or the respective governmental institutions,

departments, divisions, agencies, or instrumentalities or instrumentalities of the foregoing, including, without limitation, OFAC and the U.S. Department of State.

(v) The following definitions shall be deleted from Section 1 of the Credit Agreement in their entirety: “Alternative Interest Rate”, “Federal Funds Rate”, “Interest Period”, “LIBOR”, “Prior LIBOR Rate”, and “Special LIBOR”.

(vi) Section 6.01 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower hereby unconditionally and irrevocably promises to pay to Ex-Im Bank the outstanding principal amount of the Credit in installments as hereinafter provided and to pay interest on the principal balance thereof from time to time outstanding, as hereinafter provided. All payments to be made by the Borrower to Ex-Im Bank under this Credit Agreement and the Note shall be made at the Federal Reserve Bank of New York for credit to Ex-Im Bank’s account, unless otherwise directed in writing by the Treasurer-Controller, Deputy Treasurer-Controller or an Assistant Treasurer-Controller of Ex-Im Bank, at:

Fedwire Field Name	Required Information
Type/Subtype	1000
Amount	<i>(enter payment amount)</i>
Receiver ABA routing number	021030004
Receiver ABA short name	TREAS NYC
Business Function Code	CTR <i>(or CTP)</i>
Beneficiary Identifier (account number)	00004984
Beneficiary Name	EXPORT IMPORT BANK
Originator	<i>(enter the name of the originator of the payment)</i>
Originator to Beneficiary Information – Line 1	Ex-Im Bank Medium Term Guarantee No. 706203 – Mexico

(vii) Section 6.02 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower shall pay to Ex-Im Bank as Lender the entire aggregate outstanding principal amount of the Credit in installments payable on each Payment Date and in the amounts set forth in Schedule I to the Note; provided, that the principal installment payable on the Final Maturity Date for such Credit shall in all cases be in an amount equal to the entire principal amount of such Credit outstanding on such date, and such principal installment payable on the Final Maturity Date shall be paid together with all accrued and unpaid interest and all other amounts then owing hereunder with respect to such Credit.”

(viii) Section 6.03 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“(a) The Borrower shall pay to Ex-Im Bank as Lender interest on the unpaid principal amount of the Credit for the period from and including the Effective Date to but excluding the date the Credit shall be paid in full at the [REDACTED] Rate. Accrued interest on the Credit shall be payable in arrears on each Payment Date therefor and upon any other date of payment or prepayment thereof, except that interest payable at the Post-Default Rate (as defined below) shall be payable from time to time on demand.

(b) To the extent permitted by Applicable Law, if, at any time, any amount payable to Ex-Im Bank under this Agreement or the Note is not paid to Ex-Im Bank in full when due and payable (whether at stated maturity, by acceleration or otherwise), the Borrower shall pay to Ex-Im Bank on demand interest on such unpaid amount for the period from the date such amount was due to Ex-Im Bank until such amount shall have been paid in full, at an interest rate per annum equal to [REDACTED] percent ([REDACTED]%) per annum above the interest rate otherwise then applicable under Section 6.03(a) hereof (the “**Post-Default Rate**”).

(c) Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.”

(ix) Section 6.04 of the Credit Agreement shall be deleted in its entirety.

(x) Section 6.07 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower agrees that to further evidence its obligation to repay to Ex-Im Bank as Lender the outstanding principal amount of the Credit, with interest thereon, it shall issue and deliver to Ex-Im Bank on the Effective Date the Note. The Note as originally delivered to Ex-Im Bank shall (i) be dated as of the Effective Date, (ii) be in a principal amount equal to the aggregate outstanding principal amount of the Credit on the Effective Date, (iii) be substantially in the form of Exhibit D, (iv) bear the guarantee endorsement of the AMX Guarantor, and (v) be otherwise in conformity with the terms of this Credit Agreement. The Note shall be the legal, valid and binding obligation of the Borrower and shall be enforceable against the Borrower in accordance with its terms. If the Note is mutilated, lost,

stolen or destroyed, the Borrower shall issue to Ex-Im Bank a new Note of the same date, type, maturity and denomination as the Note so mutilated, lost, stolen or destroyed which new Note shall replace such mutilated, lost, stolen or destroyed Note and shall become the “Note” for all purposes hereunder; provided that, in the case of a mutilated Note, Ex-Im Bank shall deliver such mutilated Note to the Borrower, and in the case of any lost, stolen or destroyed Note, the Borrower shall have first received evidence of such loss, theft or destruction reasonably satisfactory to the Borrower.”

(xi) Section 8.01(a) of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“(a) All payments to be made by the Borrower or the AMX Guarantor under this Credit Agreement, the AMX Guarantee Agreement and the Note shall be made to Ex-Im Bank pursuant to Section 6.01 of this Agreement without set-off or counterclaim in U.S. Dollars in immediately available and freely transferable funds no later than 1:00 P.M. (New York City time) on the date on which due.”

(xii) Section 8.01(c) of the Credit Agreement shall be deleted in its entirety.

(xiii) Exhibit D to the Credit Agreement shall be deleted in its entirety and replaced with Exhibit C attached hereto.

(b) Additional agreements with respect to the Credit Agreement.

(i) Notwithstanding anything to the contrary contained in the Credit Agreement, the parties hereto agree that as of the Effective Date, (A) interest on the Credit will thereafter accrue at the [REDACTED] Rate and (B) all payments under the Credit Agreement shall thereafter be made directly to Ex-Im Bank.

(ii) Prior to the Plan Effective Date, Defaults and Events of Default under the Credit Agreement shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases.

(iii) Notwithstanding anything to the contrary contained in the Credit Agreement, with effect from the Effective Date, (x) all representations, warranties, covenants, undertakings and obligations by the Borrower and the AMX Guarantor under the Credit Agreement expressed in favor of the Initial Lender (or any agent acting on its behalf) and all rights, discretions and benefits of the Initial Lender (and any agent acting on its behalf) contained in the Credit Agreement, are hereby deleted in their entirety.

Section 3. Conditions Precedent. The Effective Date will be deemed to have occurred, and the amendments in Section 2 of this Omnibus Agreement will be deemed to take

effect, on the date on which Ex-Im Bank confirms that each of the following conditions precedent shall have been satisfied:

(a) The representations and warranties set out in Section 7 of this Omnibus Agreement shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to an earlier date in which case such representation or warranty shall be true and correct as of such earlier date).

(b) No event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof) would constitute, an Event of Default shall have occurred and be continuing on the Effective Date, provided that an Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases.

(c) The Borrower, AMX Guarantor and Ex-Im Bank shall have received duly executed copies of this Omnibus Agreement and the Other Omnibus Agreements duly authorized, executed and delivered by the parties hereto and thereto.

(d) Ex-Im Bank shall have returned to the Borrower the original Notes and in exchange shall have received a new Note acceptable to Ex-Im Bank.

(e) Ex-Im Bank shall have received (i) evidence of the acceptance of the Process Agent appointed by the Borrower and the AMX Guarantor [REDACTED] through one year after the latest Final Maturity Date [REDACTED] and (ii) evidence of the Borrower's and the AMX Guarantor's appointment of its Process Agent [REDACTED] in accordance with Mexican law.

(f) No change in Applicable Laws shall have occurred after the date of this Omnibus Agreement and prior to the Effective Date that would make it unlawful for any party to execute, deliver or perform its obligations hereunder.

(g) Ex-Im Bank shall have received, in form and substance satisfactory to it, such evidence (including, without limitation, resolutions and copies of organizational documents) as it or its counsel shall reasonably request as to the authorization of the execution, delivery and performance by each party hereto (other than itself) of this Omnibus Agreement.

(h) Ex-Im Bank shall have received, in form and substance satisfactory to it, certified copies of all documents, including specimen signatures, necessary to evidence the authority of each person who, acting on behalf of the parties to this Omnibus Agreement (other than itself), has signed or will sign the aforementioned agreements, the statements, reports, certificates and other documents which have been or will be delivered under this Omnibus Agreement or will otherwise act as a representative of such party.

(i) Ex-Im Bank shall have received, in form and substance satisfactory to it, confirmation that all governmental and other licenses, approvals, consents, registrations, exemptions and filings in respect of any Government Body in Mexico necessary or advisable for the execution, delivery and performance and observance of this Omnibus Agreement and for the

legality, validity, enforceability and effectiveness thereof have been obtained or effected on an unconditional basis and remain in full force and effect.

(j) Ex-Im Bank shall have received, in form and substance satisfactory to it, dated as of the Effective Date or such earlier date as it shall permit:

(i) a certificate signed by a duly authorized officer of Borrower, certifying as true and correct its constitutional documents and by-laws (“**estatutos**”) and an incumbency certificate as to the persons authorized to execute and deliver such documents on behalf of Borrower, containing the specimen signatures of each such authorized person, in each case, with English translations thereof if not already in English, certified by the Borrower to be true and faithful to the original version thereof;

(ii) a copy of the Approval Order.

(k) The legal opinions, each dated on the Effective Date, of:

(i) White & Case LLP, New York counsel to Borrower;

(ii) SAI Derecho & Economía, S.C., special Mexican counsel to Ex-Im Bank; and

(iii) In-house counsel to Borrower and the AMX Guarantor.

(l) Ex-Im Bank shall have received evidence, in form and substance satisfactory to it, that all Transaction Costs and other expenses required to be paid on or before the Effective Date under the terms of this Omnibus Agreement shall have been paid by Borrower.

Section 4. Conditions Subsequent. The Borrower and Ex-Im Bank shall use commercially reasonable efforts to ensure that any notarizations, legalizations and Spanish translations of the Omnibus Agreement and any other amendments, as required, are obtained after the Effective Date.

Section 5. Effectiveness.

(a) The parties acknowledge and agree that this Omnibus Agreement will be binding upon the parties’ execution hereof in accordance with the terms hereof.

(b) The parties hereto agree that on the Effective Date, the parties shall be bound by the terms of the Credit Agreement (as amended by this Omnibus Agreement).

Section 6. Interest Payments. As of and from the Effective Date, interest shall accrue on the outstanding principal amount of the Credit at a [REDACTED] rate equal to [REDACTED] per annum.

Section 7. Representations and Warranties of the Borrower and the AMX Guarantor. Each of Borrower and AMX Guarantor hereby represents and warrants as of the date

hereof and as of the Effective Date (except as otherwise specified below) (which representations and warranties shall survive the Effective Date) that:

(a) It is duly organized and validly existing under the laws of Mexico and it has full power and authority to enter into this Omnibus Agreement and the Note, and to perform its obligations hereunder and thereunder;

(b) It has full power to authorize and it has taken all actions necessary or advisable to authorize the transactions hereunder upon the terms and conditions of this Omnibus Agreement, and to authorize the execution, delivery and performance of this Omnibus Agreement, the Note and all other agreements and documents required or contemplated hereunder;

(c) This Omnibus Agreement constitutes and the Note and all other agreements and documents required or contemplated hereunder when issued, will constitute legal, valid and binding, direct and unconditional obligations of the Borrower and the AMX Guarantor enforceable in accordance with their terms and conditions;

(d) All consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority and any Other Governmental Authority that are necessary or advisable: (i) for the execution, delivery, performance and observance by the Borrower and AMX Guarantor of this Omnibus Agreement or any Note, including, without limitation, approvals relating to the availability and transfer of U.S. Dollars required to make all payments due under this Omnibus Agreement, the Credit Agreement or the Note; (ii) for the validity, binding effect and enforceability of this Omnibus Agreement or the Note; and (iii) for the execution, delivery and performance of any Supply Contract and the importation and use of the Goods and Services in the Borrower's Country have been obtained and are in full force and effect;

(e) The execution, delivery and performance or observance by the Borrower and the AMX Guarantor of the terms of and consummation by the Borrower and the AMX Guarantor of the transactions contemplated hereby, does not and will not conflict with or result in a breach or violation of: (i) the charter, by-laws or similar documents of the Borrower or AMX Guarantor; (ii) any law of Mexico or any other ordinance, decree, constitutional provision, regulation or other requirement of any Governmental Authority (including, without limitation, any restriction on interest that may be paid by the Borrower or the AMX Guarantor); or (iii) any order, writ, injunction, judgment or decree of any court or other tribunal;

(f) There is no Tax imposed on or in connection with: (i) the execution, delivery or performance of this Omnibus Agreement; (ii) the enforcement of this Omnibus Agreement or the Note; or (iii) on any payment to be made to Ex-Im Bank hereunder or under any Note;

(g) The Borrower will pay the sums due under this Omnibus Agreement, the Credit Agreement (as amended by this Omnibus Agreement) and the Note and its acknowledgement of indebtedness related thereto is absolute and unconditional;

(h) No event has occurred and is continuing which constitutes, or but for the giving of notice or the lapse of time, or both, would constitute an Event of Default under the

provisions of this Omnibus Agreement, not including any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases;

(i) Neither it nor, to its knowledge, any director, officer, agent, employee, affiliate or other person acting on behalf of it or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the “**UK Bribery Act**”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “**FCPA**”). Furthermore, it and, to the its knowledge, its affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith; and

(j) No part of the proceeds of the Credit will be used, directly or indirectly, for any payments that could constitute a violation of an applicable anti-bribery law.

(k) (1) Each of Borrower and each of its Principals individually (a) is not Excluded or Disqualified from participating in a Covered Transaction, (b) is not formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending; and (c) is not, and within the past three (3) years has not been, indicted, convicted or had a civil judgment rendered against it for any conduct or offense described at 2 C.F.R. § 180.800(a) in the Debarment Regulations.

(2) Borrower has not made any payment in connection with the Note or any Supply Contract to any Person who is Excluded or Disqualified from participating in a Covered Transaction.

(3) None of Borrower nor any of its Principals individually are listed on any of the publicly available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank.

(4) None of Borrower or any director, officer, or employee of Borrower is a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Borrower in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

Section 8. Covenants of Borrower. Borrower covenants and agrees with each of the parties hereto as follows:

(a) Borrower shall provide immediate written notice to Ex-Im Bank if at any time it learns that:

(i) Borrower or any of its Principals individually, (A) is Excluded or Disqualified from participating in a Covered Transaction, (B) is formally proposed for

debarment by any U.S. Federal Government Authority, with a final determination still pending or (C) is or, within the past three (3) years, has been indicted, convicted or has a civil judgment rendered against it for any conduct or offenses described at 2 C.F.R. § 180.800(a) in the Debarment Regulations;

(ii) Borrower has made any payment described in Section 7(k)(2) hereto;

(iii) Borrower or any of its Principals individually, is listed on any of the publicly available debarment lists described in Section 7(k)(3) hereto; or

(iv) Borrower or any director, officer, or employee of Borrower becomes a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Borrower in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(b) Borrower shall not, and shall not authorize or permit any of its directors, officers, or employees, agents, representatives, or any other Person to, (i) use or otherwise make available, directly or indirectly, the proceeds of the Credit, to fund or facilitate any activities with or for the benefit of any Sanctioned Person or in any Sanctioned Country; or (ii) make any payments in connection with the Credit, this Omnibus Agreement or the Credit Agreement (as amended by this Omnibus Agreement), including to discharge any debt, with proceeds from activities involving, directly or indirectly, any Sanctioned Person or Sanctioned Country.

Section 9. Monetary Defaults. Subject to and upon the occurrence of the Effective Date, with respect to the payment in full and final satisfaction of all monetary claims and defaults (if any) arising under the Credit Agreement (as amended by this Omnibus Agreement), the parties agree that Ex-Im Bank shall be entitled to, for the period between the Petition Date and the Effective Date, Borrower's performance in accordance with the terms of this Omnibus Agreement and the Credit Agreement (as amended by this Omnibus Agreement), as applicable.

Section 10. Treatment of Claims. Upon the Effective Date, the proofs of claims numbered 535 and 573 filed against the Borrower, AMX Guarantor and their affiliated debtors in the Chapter 11 Cases shall be deemed withdrawn, without any further action required by the Bankruptcy Court, the parties hereto or any other person and no further claims shall be filed or allowed against the Borrower or its affiliated debtors in the current Chapter 11 Cases in respect of the Credit Agreement.

Section 11. Expenses. Borrower agrees to pay, within three (3) Business Days after the later of the Effective Date and receipt of the relevant invoice, the (a) reasonable and documented legal expenses of Ex-Im Bank in an amount not to exceed \$[REDACTED] as such legal expenses and costs were incurred in connection with the Chapter 11 Cases and/or the negotiation and completion of the Restructuring, including, without limitation, this Agreement and the Other Omnibus Agreements (collectively, the "**Transaction Costs**"). For the avoidance of doubt, the capped amounts set forth in (a) and (b) above are cumulative for this Agreement and the Other Omnibus Agreements.

Section 12. Ratification; Effectiveness.

(a) Except as expressly amended hereby, the Credit Agreement shall continue and shall remain in full force and effect in all respects. The amendments set forth herein shall be effective as to the Credit Agreement as and from the date hereof, and from and after the date hereof any and all references to any of the Credit Agreement shall be deemed to refer to such document as amended hereby.

Section 13. AMX Guarantee Agreement. AMX Guarantor hereby (i) reaffirms that the AMX Guarantee Agreement remains in full force and effect, (ii) acknowledges and consents to the amendments set forth in this Omnibus Agreement and (iii) confirms that the Guaranteed Documents and Guaranteed Obligations in the AMX Guarantee Agreement include the Credit Agreement and the obligations thereunder as amended by this Omnibus Agreement.

Section 14. Governing Law. THIS OMNIBUS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 15. Miscellaneous.

(a) This Omnibus Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees; provided that the Borrower may not assign any of its rights or delegate any duty under this Omnibus Agreement to any Person.

(b) The section headings in this Omnibus Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

(c) To the extent permitted by Applicable Law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(d) This Omnibus Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Omnibus Agreement by signing any such counterpart. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Amendment Agreement (MTG No. 706203-Mexico) to be duly executed as of the date and year first above written.

Borrower

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____

Name:

Title:

By: _____

Name:

Title:

AMX Guarantor

**GRUPO AEROMÉXICO, S.A.B. DE
C.V.**

By: _____

Name:

Title:

By: _____

Name:

Title:

Ex-Im Bank

**EXPORT-IMPORT BANK OF THE
UNITED STATES**

By: _____

Name:

Title:

Exhibit A

Note - Schedule I

MTG No. 706203	Principal Payment	Ending Balance
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Exhibit A

Exhibit B

INSUREDS AND INSURANCE POLICIES

Insurance Policy	Insured	Obligor(s)
[REDACTED]	[REDACTED]	Aerolitoral, S.A. de C.V. and Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.

Exhibit B

Exhibit 7 to Proposed Order

Omnibus Amendment Agreement 7

OMNIBUS AMENDMENT AGREEMENT (AP089272XX-Mexico)

Dated as of _____, 2021

Among

AEROVÍAS DE MÉXICO, S.A. DE C.V.
as Borrower,

GRUPO AEROMÉXICO, S.A.B. DE C.V.
as AMX Guarantor,

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Ex-Im Bank Transaction No. AP089272XX – Mexico

**OMNIBUS AMENDMENT AGREEMENT
(AP089272XX-Mexico)**

THIS OMNIBUS AMENDMENT AGREEMENT (AP089272XX-Mexico) dated as of _____, 2021 (this “**Agreement**” or this “**Omnibus Agreement**”) is among **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a *sociedad anónima de capital variable* duly organized and validly existing under the laws of Mexico (“**Borrower**”), **GRUPO AEROMÉXICO, S.A.B. DE C.V.**, a *sociedad anónima bursátil de capital variable* duly organized and validly existing under the laws of Mexico (“**AMX Guarantor**”), and **EXPORT-IMPORT BANK OF THE UNITED STATES**, an agency of the Government of the United States of America (“**Ex-Im Bank**”).

WITNESSETH:

WHEREAS, Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex (“**Initial Lender**”), and Ex-Im Bank previously entered into the Master Guarantee Agreement (Medium Term Credits – D), dated as of June 6, 2019 (the “**MGA**”);

WHEREAS, Borrower, Initial Lender and Citibank N.A. (“**Facility Agent**”), previously entered into the Facility Agreement dated June 26, 2019 (as amended, supplemented or otherwise modified prior to the Effective Date (as hereinafter defined), the “**Credit Agreement**”), pursuant to which Initial Lender extended financing to the Borrower in connection with the Supply Contracts;

WHEREAS, AMX Guarantor, Initial Lender and Facility Agent previously entered into the AMX Guarantee Agreement dated as of June 26, 2019 (as amended, supplemented or otherwise modified prior to the Effective Date, the “**AMX Guarantee Agreement**”);

WHEREAS, Borrower, AMX Guarantor and certain of their affiliates filed for Chapter 11 bankruptcy protections and sought emergency reorganization pursuant to which the parties hereto have agreed to restructure the transaction on the terms set out in this Omnibus Agreement;

WHEREAS, on September 11, 2020, Initial Lender made a demand for compensation on Ex-Im Bank pursuant to Section 8.02 of the MGA;

WHEREAS, pursuant to the Assignment dated September 11, 2020, the Initial Lender assigned to Ex-Im Bank all of the Initial Lender’s rights, title and interest in and to the Credit Agreement and AMX Guarantee Agreement (the “**Assignment**”);

WHEREAS, the parties hereto have agreed to, among other things, amend the payment schedule under the Credit Agreement (collectively, the “**Amendments**”); and

WHEREAS, in order to complete the Amendments as set forth in this Omnibus Agreement, the parties have agreed to make necessary amendments to the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1 of the Credit Agreement.

In addition, the following words and expressions shall have the following meanings:

“Allowed Claim” means the general unsecured claim held by Ex-Im Bank in the allowed amount representing the documented sum or sums that Ex-Im Bank has paid or, prior to the Effective Date, may pay to the vendors of Borrower (and/or Aerolitoral, S.A. de C.V.) listed on Exhibit B (the “*Insureds*”) on account of the insurance claims made by such Insureds under their insurance policies with Ex-Im Bank as more particularly described on Exhibit B (the “*Insurance Policies*”).

“Approval Order” means an order of the Bankruptcy Court that, *inter alia*, approves this Omnibus Agreement and the Other Omnibus Agreements, authorizes Borrower and AMX Guarantor to comply with the terms and obligations of this Omnibus Agreement, the Other Omnibus Agreements and the Credit Agreement (as amended by this Omnibus Agreement), authorizes the Borrower and AMX Guarantor to assume certain lease agreements and other documents as provided in the Other Omnibus Agreements pursuant to Sections 363, 364, 365 and 1123(b)(2), and Bankruptcy Rule 9019, as applicable, of the United States Bankruptcy Code, approves the Allowed Claim, and that is otherwise in form and substance reasonably acceptable to Ex-Im Bank.

“Bankruptcy Code” means Section 101 et seq. of Title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Chapter 11 Cases” means those certain Chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., of Borrower and its affiliated debtors and debtors-in-possession filed on June 30, 2020 in the Bankruptcy Court and the related parallel and ancillary proceedings.

“Effective Date” means the date occurring after the Approval Order is entered by the Bankruptcy Court on which all conditions precedent set forth in Section 3 hereof have been satisfied.

“Other Omnibus Agreements” means the omnibus amendment agreements dated on or about the date hereof between the Borrower, AMX Guarantor, Ex-Im Bank and others, relating to (i) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36700, 36701 and 36702, (ii) the financing of three (3) Boeing 737-800 aircraft with manufacturer’s serial numbers 36703, 36704 and 36708, (iii) the financing of two (2) Boeing 787-8 aircraft with manufacturer’s serial numbers 36843 and 36844, and (iv) each of the other Medium-Term Credit Agreements (trans. nos. AP089151XX-Mexico; AP089216XX-Mexico; and MTG No. 706203-Mexico).

“Plan Effective Date” means the date on which each of the following conditions have been satisfied: (a) a Chapter 11 plan for the Borrower and its affiliated debtors has been confirmed by

the Bankruptcy Court and (b) such Chapter 11 plan becomes effective in accordance with the terms of such plan.

“**Petition Date**” means the date on which Borrower, AMX Guarantor and their affiliated debtors filed the Chapter 11 Cases, being June 30, 2020.

Section 2. Amendments. Effective as of the Effective Date, the parties hereby agree to the following amendments:

(a) Amendment to Credit Agreement. The parties hereto agree to amend the Credit Agreement as follows:

(i) Item 10 of the Term Sheet shall be deleted in its entirety and replaced with the following:

“Interest Rate: [REDACTED] per annum”

(ii) Items 11 and 12 of the Term Sheet shall be deleted in their entirety.

(iii) Item 14 of the Term Sheet shall be deleted in its entirety and replaced with the following:

“To the BORROWER:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Alicia Núñez de la Huerta, Corporate Treasurer
Telephone: [REDACTED]
Email: acnunez@aeromexico.com

To the AMX Guarantor:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Ricardo Sanchez Baker, Chief Financial Officer
Facsimile: +52-559-132-4618
Telephone: [REDACTED]
Email: rsbaker@aeromexico.com

With a copy to:

Address: Paseo de la Reforma 243, Piso 27,
Alcaldía Cuauhtémoc, Colonia Cuauhtémoc,
06500, Mexico City, Mexico
Attention: Alicia Núñez de la Huerta, Corporate Treasurer

Facsimile: +52-559-132-4557
Telephone: [REDACTED]
Email: acnunez@aeromexico.com

To Ex-Im Bank as the LENDER:

Address: Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
U.S.A.
Attention: Vice-President - Transportation Division
and Vice-President - Transportation Portfolio
Management Division
Reference: Ex-Im Bank Guarantee No. AP089272XX –
Mexico
Telephone: [REDACTED]

With a copy to:

Address: Robert Wray PLLC
1150 Connecticut Avenue, NW
Suite 350
Washington, DC 20036
Attention: Mariano Gomezperalta C.
Telephone: [REDACTED]

(iv) Section 1 of the Credit Agreement shall be amended as follows:

(A) The definition of “[REDACTED] Rate” shall be deleted in its entirety and replaced with the following definition of “[REDACTED] Rate”:

““[REDACTED] Rate” shall mean a [REDACTED] interest rate equal to [REDACTED] per annum.”

(B) The definition of “Payment Date” shall be deleted in its entirety and replaced with the following:

““Payment Date” shall mean each of the dates set forth on Schedule I to the Note.”

(iv) The following definitions shall be added in alphabetical order to Section 1 of the Credit Agreement:

“BIS” means the Bureau of Industry and Security of the U.S. Department of Commerce.

“Disqualified” shall have the meaning set forth in the Debarment Regulations.

“Effective Date” shall have the meaning set forth in the Omnibus Agreement.

“Excluded” shall have the meaning set forth in the Debarment Regulations.

“Export Control Laws” means any and all dual use and export control laws, regulations and directives maintained or administered by BIS or any Government Body having jurisdiction over the Eligible Goods and Services supplied to the Purchaser under the Supply Contracts, as such laws, regulations and directives may be amended or restated from time to time.

“OFAC” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“OFAC Regulations” shall mean, with respect to Sanctions, the regulations of OFAC, 31 C.F.R. Chapter V, and corresponding executive orders, as such regulations and orders may be amended from time to time.

“Omnibus Agreement” shall mean that certain Omnibus Amendment Agreement (AP089272XX-Mexico) dated as of _____, 2021 among Borrower, AMX Guarantor, and Ex-Im Bank.

“Post-Default Rate” shall have the meaning set forth in Section 6.03(b) of this Agreement.

“Sanctioned Country” shall mean any country or territory that is targeted by comprehensive, country-wide or territory-wide Sanctions.

“Sanctioned Person” shall mean a Person (a) that appears on the List of Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List as administered by OFAC; (b) that is located, domiciled, organized in, or having the nationality of, a Sanctioned Country; (c) that is owned or controlled, directly or indirectly, by one or more Persons covered by (a) or (b); or (d) with whom, as determined by Ex-Im Bank in its sole discretion, Ex-Im Bank is prohibited or restricted from doing business, in each case, pursuant to OFAC Regulations or other Sanctions under Applicable Law of the United States.

“Sanctions” shall mean any economic, trade or sectoral sanctions, blocking orders, embargoes and anti-terrorism laws issued, administered, or enforced by a Sanctions Authority.

“Sanctions Authority” shall mean the United States or the United Nations Security Council or the respective governmental institutions,

departments, divisions, agencies, or instrumentalities or instrumentalities of the foregoing, including, without limitation, OFAC and the U.S. Department of State.

(v) The following definitions shall be deleted from Section 1 of the Credit Agreement in their entirety: “Alternative Interest Rate”, “Federal Funds Rate”, “Interest Period”, “LIBOR”, “Prior LIBOR Rate”, and “Special LIBOR”.

(vi) Section 6.01 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower hereby unconditionally and irrevocably promises to pay to Ex-Im Bank the outstanding principal amount of the Credit in installments as hereinafter provided and to pay interest on the principal balance thereof from time to time outstanding, as hereinafter provided. All payments to be made by the Borrower to Ex-Im Bank under this Credit Agreement and the Note shall be made at the Federal Reserve Bank of New York for credit to Ex-Im Bank’s account, unless otherwise directed in writing by the Treasurer-Controller, Deputy Treasurer-Controller or an Assistant Treasurer-Controller of Ex-Im Bank, at:

Fedwire Field Name	Required Information
Type/Subtype	1000
Amount	<i>(enter payment amount)</i>
Receiver ABA routing number	021030004
Receiver ABA short name	TREAS NYC
Business Function Code	CTR <i>(or CTP)</i>
Beneficiary Identifier (account number)	00004984
Beneficiary Name	EXPORT IMPORT BANK
Originator	<i>(enter the name of the originator of the payment)</i>
Originator to Beneficiary Information – Line 1	Ex-Im Bank Guarantee No. AP089272XX – Mexico”

(vii) Section 6.02 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower shall pay to Ex-Im Bank as Lender the entire aggregate outstanding principal amount of the Credit in installments payable on each Payment Date and in the amounts set forth in Schedule I to the Note; provided, that the principal installment payable on the Final Maturity Date for such Credit shall in all cases be in an amount equal to the entire principal amount of such Credit outstanding on such date, and such principal installment payable on the Final Maturity Date shall be paid together with all accrued and unpaid interest and all other amounts then owing hereunder with respect to such Credit.”

(viii) Section 6.03 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“(a) The Borrower shall pay to Ex-Im Bank as Lender interest on the unpaid principal amount of the Credit for the period from and including the Effective Date to but excluding the date the Credit shall be paid in full at the [REDACTED] Rate. Accrued interest on the Credit shall be payable in arrears on each Payment Date therefor and upon any other date of payment or prepayment thereof, except that interest payable at the Post-Default Rate (as defined below) shall be payable from time to time on demand.

(b) To the extent permitted by Applicable Law, if, at any time, any amount payable to Ex-Im Bank under this Agreement or the Note is not paid to Ex-Im Bank in full when due and payable (whether at stated maturity, by acceleration or otherwise), the Borrower shall pay to Ex-Im Bank on demand interest on such unpaid amount for the period from the date such amount was due to Ex-Im Bank until such amount shall have been paid in full, at an interest rate per annum equal to [REDACTED] percent ([REDACTED]%) per annum above the interest rate otherwise then applicable under Section 6.03(a) hereof (the “**Post-Default Rate**”).

(c) Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.”

(ix) Section 6.04 of the Credit Agreement shall be deleted in its entirety.

(x) Section 6.07 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“The Borrower agrees that to further evidence its obligation to repay to Ex-Im Bank as Lender the outstanding principal amount of the Credit, with interest thereon, it shall issue and deliver to Ex-Im Bank on the Effective Date the Note. The Note as originally delivered to Ex-Im Bank shall (i) be dated as of the Effective Date, (ii) be in a principal amount equal to the aggregate outstanding principal amount of the Credit on the Effective Date, (iii) be substantially in the form of Exhibit D, (iv) bear the guarantee endorsement of the AMX Guarantor, and (v) be otherwise in conformity with the terms of this Credit Agreement. The Note shall be the legal, valid and binding obligation of the Borrower and shall be enforceable against the Borrower in accordance with its terms. If the Note is mutilated, lost,

stolen or destroyed, the Borrower shall issue to Ex-Im Bank a new Note of the same date, type, maturity and denomination as the Note so mutilated, lost, stolen or destroyed which new Note shall replace such mutilated, lost, stolen or destroyed Note and shall become the "Note" for all purposes hereunder; provided that, in the case of a mutilated Note, Ex-Im Bank shall deliver such mutilated Note to the Borrower, and in the case of any lost, stolen or destroyed Note, the Borrower shall have first received evidence of such loss, theft or destruction reasonably satisfactory to the Borrower."

(xi) Section 8.01(a) of the Credit Agreement shall be deleted in its entirety and replaced with the following:

"(a) All payments to be made by the Borrower or the AMX Guarantor under this Credit Agreement, the AMX Guarantee Agreement and the Note shall be made to Ex-Im Bank pursuant to Section 6.01 of this Agreement without set-off or counterclaim in U.S. Dollars in immediately available and freely transferable funds no later than 1:00 P.M. (New York City time) on the date on which due."

(xii) Section 8.01(c) of the Credit Agreement shall be deleted in its entirety.

(xiii) Exhibit D to the Credit Agreement shall be deleted in its entirety and replaced with Exhibit C attached hereto.

(b) Additional agreements with respect to the Credit Agreement.

(i) Notwithstanding anything to the contrary contained in the Credit Agreement, the parties hereto agree that as of the Effective Date, (A) interest on the Credit will thereafter accrue at the [REDACTED] Rate and (B) all payments under the Credit Agreement shall thereafter be made directly to Ex-Im Bank.

(ii) Prior to the Plan Effective Date, Defaults and Events of Default under the Credit Agreement shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases.

(iii) Notwithstanding anything to the contrary contained in the Credit Agreement, with effect from the Effective Date, (x) all representations, warranties, covenants, undertakings and obligations by the Borrower and the AMX Guarantor under the Credit Agreement expressed in favor of the Initial Lender (or any agent acting on its behalf) and all rights, discretions and benefits of the Initial Lender (and any agent acting on its behalf) contained in the Credit Agreement, are hereby deleted in their entirety.

Section 3. Conditions Precedent. The Effective Date will be deemed to have occurred, and the amendments in Section 2 of this Omnibus Agreement will be deemed to take

effect, on the date on which Ex-Im Bank confirms that each of the following conditions precedent shall have been satisfied:

(a) The representations and warranties set out in Section 7 of this Omnibus Agreement shall be true and correct on and as of the Effective Date (except to the extent such representation or warranty relates to an earlier date in which case such representation or warranty shall be true and correct as of such earlier date).

(b) No event or circumstance that constitutes, or that with the giving of notice or lapse of time or satisfaction of any other condition (or any combination thereof) would constitute, an Event of Default shall have occurred and be continuing on the Effective Date, provided that an Event of Default shall not include any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases.

(c) The Borrower, AMX Guarantor and Ex-Im Bank shall have received duly executed copies of this Omnibus Agreement and the Other Omnibus Agreements duly authorized, executed and delivered by the parties hereto and thereto.

(d) Ex-Im Bank shall have returned to the Borrower the original Notes and in exchange shall have received a new Note acceptable to Ex-Im Bank.

(e) Ex-Im Bank shall have received (i) evidence of the acceptance of the Process Agent appointed by the Borrower and the AMX Guarantor [REDACTED] through one year after the latest Final Maturity Date [REDACTED] and (ii) evidence of the Borrower's and the AMX Guarantor's appointment of its Process Agent [REDACTED] in accordance with Mexican law.

(f) No change in Applicable Laws shall have occurred after the date of this Omnibus Agreement and prior to the Effective Date that would make it unlawful for any party to execute, deliver or perform its obligations hereunder.

(g) Ex-Im Bank shall have received, in form and substance satisfactory to it, such evidence (including, without limitation, resolutions and copies of organizational documents) as it or its counsel shall reasonably request as to the authorization of the execution, delivery and performance by each party hereto (other than itself) of this Omnibus Agreement.

(h) Ex-Im Bank shall have received, in form and substance satisfactory to it, certified copies of all documents, including specimen signatures, necessary to evidence the authority of each person who, acting on behalf of the parties to this Omnibus Agreement (other than itself), has signed or will sign the aforementioned agreements, the statements, reports, certificates and other documents which have been or will be delivered under this Omnibus Agreement or will otherwise act as a representative of such party.

(i) Ex-Im Bank shall have received, in form and substance satisfactory to it, confirmation that all governmental and other licenses, approvals, consents, registrations, exemptions and filings in respect of any Government Body in Mexico necessary or advisable for the execution, delivery and performance and observance of this Omnibus Agreement and for the

legality, validity, enforceability and effectiveness thereof have been obtained or effected on an unconditional basis and remain in full force and effect.

(j) Ex-Im Bank shall have received, in form and substance satisfactory to it, dated as of the Effective Date or such earlier date as it shall permit:

(i) a certificate signed by a duly authorized officer of Borrower, certifying as true and correct its constitutional documents and by-laws (“**estatutos**”) and an incumbency certificate as to the persons authorized to execute and deliver such documents on behalf of Borrower, containing the specimen signatures of each such authorized person, in each case, with English translations thereof if not already in English, certified by the Borrower to be true and faithful to the original version thereof;

(ii) a copy of the Approval Order.

(k) The legal opinions, each dated on the Effective Date, of:

(i) White & Case LLP, New York counsel to Borrower;

(ii) SAI Derecho & Economía, S.C., special Mexican counsel to Ex-Im Bank; and

(iii) In-house counsel to Borrower and the AMX Guarantor.

(l) Ex-Im Bank shall have received evidence, in form and substance satisfactory to it, that all Transaction Costs and other expenses required to be paid on or before the Effective Date under the terms of this Omnibus Agreement shall have been paid by Borrower.

Section 4. Conditions Subsequent. The Borrower and Ex-Im Bank shall use commercially reasonable efforts to ensure that any notarizations, legalizations and Spanish translations of the Omnibus Agreement and any other amendments, as required, are obtained after the Effective Date.

Section 5. Effectiveness.

(a) The parties acknowledge and agree that this Omnibus Agreement will be binding upon the parties’ execution hereof in accordance with the terms hereof.

(b) The parties hereto agree that on the Effective Date, the parties shall be bound by the terms of the Credit Agreement (as amended by this Omnibus Agreement).

Section 6. Interest Payments. As of and from the Effective Date, interest shall accrue on the outstanding principal amount of the Credit at a [REDACTED] rate equal to [REDACTED] per annum.

Section 7. Representations and Warranties of the Borrower and the AMX Guarantor. Each of Borrower and AMX Guarantor hereby represents and warrants as of the date

hereof and as of the Effective Date (except as otherwise specified below) (which representations and warranties shall survive the Effective Date) that:

(a) It is duly organized and validly existing under the laws of Mexico and it has full power and authority to enter into this Omnibus Agreement and the Note, and to perform its obligations hereunder and thereunder;

(b) It has full power to authorize and it has taken all actions necessary or advisable to authorize the transactions hereunder upon the terms and conditions of this Omnibus Agreement, and to authorize the execution, delivery and performance of this Omnibus Agreement, the Note and all other agreements and documents required or contemplated hereunder;

(c) This Omnibus Agreement constitutes and the Note and all other agreements and documents required or contemplated hereunder when issued, will constitute legal, valid and binding, direct and unconditional obligations of the Borrower and the AMX Guarantor enforceable in accordance with their terms and conditions;

(d) All consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority and any Other Governmental Authority that are necessary or advisable: (i) for the execution, delivery, performance and observance by the Borrower and AMX Guarantor of this Omnibus Agreement or any Note, including, without limitation, approvals relating to the availability and transfer of U.S. Dollars required to make all payments due under this Omnibus Agreement, the Credit Agreement or the Note; (ii) for the validity, binding effect and enforceability of this Omnibus Agreement or the Note; and (iii) for the execution, delivery and performance of any Supply Contract and the importation and use of the Goods and Services in the Borrower's Country have been obtained and are in full force and effect;

(e) The execution, delivery and performance or observance by the Borrower and the AMX Guarantor of the terms of and consummation by the Borrower and the AMX Guarantor of the transactions contemplated hereby, does not and will not conflict with or result in a breach or violation of: (i) the charter, by-laws or similar documents of the Borrower or AMX Guarantor; (ii) any law of Mexico or any other ordinance, decree, constitutional provision, regulation or other requirement of any Governmental Authority (including, without limitation, any restriction on interest that may be paid by the Borrower or the AMX Guarantor); or (iii) any order, writ, injunction, judgment or decree of any court or other tribunal;

(f) There is no Tax imposed on or in connection with: (i) the execution, delivery or performance of this Omnibus Agreement; (ii) the enforcement of this Omnibus Agreement or the Note; or (iii) on any payment to be made to Ex-Im Bank hereunder or under any Note;

(g) The Borrower will pay the sums due under this Omnibus Agreement, the Credit Agreement (as amended by this Omnibus Agreement) and the Note and its acknowledgement of indebtedness related thereto is absolute and unconditional;

(h) No event has occurred and is continuing which constitutes, or but for the giving of notice or the lapse of time, or both, would constitute an Event of Default under the

provisions of this Omnibus Agreement, not including any events (including material adverse events), conditions, or circumstances (including cross-defaults) relating to the Chapter 11 Cases;

(i) Neither it nor, to its knowledge, any director, officer, agent, employee, affiliate or other person acting on behalf of it or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the “**UK Bribery Act**”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “**FCPA**”). Furthermore, it and, to the its knowledge, its affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith; and

(j) No part of the proceeds of the Credit will be used, directly or indirectly, for any payments that could constitute a violation of an applicable anti-bribery law.

(k) (1) Each of Borrower and each of its Principals individually (a) is not Excluded or Disqualified from participating in a Covered Transaction, (b) is not formally proposed for debarment by any U.S. Federal Government Authority, with a final determination still pending; and (c) is not, and within the past three (3) years has not been, indicted, convicted or had a civil judgment rendered against it for any conduct or offense described at 2 C.F.R. § 180.800(a) in the Debarment Regulations.

(2) Borrower has not made any payment in connection with the Note or any Supply Contract to any Person who is Excluded or Disqualified from participating in a Covered Transaction.

(3) None of Borrower nor any of its Principals individually are listed on any of the publicly available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank.

(4) None of Borrower or any director, officer, or employee of Borrower is a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Borrower in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

Section 8. Covenants of Borrower. Borrower covenants and agrees with each of the parties hereto as follows:

(a) Borrower shall provide immediate written notice to Ex-Im Bank if at any time it learns that:

(i) Borrower or any of its Principals individually, (A) is Excluded or Disqualified from participating in a Covered Transaction, (B) is formally proposed for

debarment by any U.S. Federal Government Authority, with a final determination still pending or (C) is or, within the past three (3) years, has been indicted, convicted or has a civil judgment rendered against it for any conduct or offenses described at 2 C.F.R. § 180.800(a) in the Debarment Regulations;

(ii) Borrower has made any payment described in Section 7(k)(2) hereto;

(iii) Borrower or any of its Principals individually, is listed on any of the publicly available debarment lists described in Section 7(k)(3) hereto; or

(iv) Borrower or any director, officer, or employee of Borrower becomes a Sanctioned Person (other than (i) employees that are located or domiciled in, or have the nationality of, a Sanctioned Country, that are necessary for the operations of the Borrower in such Sanctioned Country or (ii) directors, officers or employees on temporary vacation in a Sanctioned Country).

(b) Borrower shall not, and shall not authorize or permit any of its directors, officers, or employees, agents, representatives, or any other Person to, (i) use or otherwise make available, directly or indirectly, the proceeds of the Credit, to fund or facilitate any activities with or for the benefit of any Sanctioned Person or in any Sanctioned Country; or (ii) make any payments in connection with the Credit, this Omnibus Agreement or the Credit Agreement (as amended by this Omnibus Agreement), including to discharge any debt, with proceeds from activities involving, directly or indirectly, any Sanctioned Person or Sanctioned Country.

Section 9. Monetary Defaults. Subject to and upon the occurrence of the Effective Date, with respect to the payment in full and final satisfaction of all monetary claims and defaults (if any) arising under the Credit Agreement (as amended by this Omnibus Agreement), the parties agree that Ex-Im Bank shall be entitled to, for the period between the Petition Date and the Effective Date, Borrower's performance in accordance with the terms of this Omnibus Agreement and the Credit Agreement (as amended by this Omnibus Agreement), as applicable.

Section 10. Treatment of Claims. Upon the Effective Date, the proofs of claims numbered 536 and 574 filed against the Borrower, AMX Guarantor and their affiliated debtors in the Chapter 11 Cases shall be deemed withdrawn, without any further action required by the Bankruptcy Court, the parties hereto or any other person and no further claims shall be filed or allowed against the Borrower or its affiliated debtors in the current Chapter 11 Cases in respect of the Credit Agreement.

Section 11. Expenses. Borrower agrees to pay, within three (3) Business Days after the later of the Effective Date and receipt of the relevant invoice, the (a) reasonable and documented legal expenses of Ex-Im Bank in an amount not to exceed \$[REDACTED] as such legal expenses and costs were incurred in connection with the Chapter 11 Cases and/or the negotiation and completion of the Restructuring, including, without limitation, this Agreement and the Other Omnibus Agreements (collectively, the "**Transaction Costs**"). For the avoidance of doubt, the capped amounts set forth in (a) and (b) above are cumulative for this Agreement and the Other Omnibus Agreements.

Section 12. Ratification; Effectiveness.

(a) Except as expressly amended hereby, the Credit Agreement shall continue and shall remain in full force and effect in all respects. The amendments set forth herein shall be effective as to the Credit Agreement as and from the date hereof, and from and after the date hereof any and all references to any of the Credit Agreement shall be deemed to refer to such document as amended hereby.

Section 13. AMX Guarantee Agreement. AMX Guarantor hereby (i) reaffirms that the AMX Guarantee Agreement remains in full force and effect, (ii) acknowledges and consents to the amendments set forth in this Omnibus Agreement and (iii) confirms that the Guaranteed Documents and Guaranteed Obligations in the AMX Guarantee Agreement include the Credit Agreement and the obligations thereunder as amended by this Omnibus Agreement.

Section 14. Governing Law. THIS OMNIBUS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 15. Miscellaneous.

(a) This Omnibus Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees; provided that the Borrower may not assign any of its rights or delegate any duty under this Omnibus Agreement to any Person.

(b) The section headings in this Omnibus Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

(c) To the extent permitted by Applicable Law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(d) This Omnibus Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Omnibus Agreement by signing any such counterpart. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have caused this Omnibus Amendment Agreement (AP089272XX-Mexico) to be duly executed as of the date and year first above written.

Borrower

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: _____
Name:
Title:

By: _____
Name:
Title:

AMX Guarantor

**GRUPO AEROMÉXICO, S.A.B. DE
C.V.**

By: _____
Name:
Title:

By: _____
Name:
Title:

Ex-Im Bank

**EXPORT-IMPORT BANK OF THE
UNITED STATES**

By: _____
Name:
Title:

Exhibit A

Note - Schedule I

AP089272XX	Principal Payment	Ending Balance
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Exhibit A

Exhibit B

INSUREDS AND INSURANCE POLICIES

Insurance Policy	Insured	Obligor(s)
[REDACTED]	[REDACTED]	Aerolitoral, S.A. de C.V. and Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.
[REDACTED]	[REDACTED]	Aerovías de México, S.A. de C.V.

Exhibit B