

**Fill in this information to identify the case:**

Debtor Aero Transporte de Carga Union, S.A. de C.V.

United States Bankruptcy Court for the: Southern District of New York  
(State)

Case number 20-11140

Official Form 410  
**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** ACL Airshop, LLC  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**  

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
See summary page	

  
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  
 Contact phone 864-751-7652 Contact phone \_\_\_\_\_  
 Contact email kmccarrell@foxrothschild.com Contact email \_\_\_\_\_  
 Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
 \_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 41203.23. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Lease

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 41203.23

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/04/2021  
MM / DD / YYYY

/s/M. Kevin McCarrell  
Signature

**Print the name of the person who is completing and signing this claim:**

Name M. Kevin McCarrell  
First name Middle name Last name

Title Attorney

Company Fox Rothschild LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1780 | International + 1 (310) 751-2680

<b>Debtor:</b> 20-11140 - Aero Transporte de Carga Union, S.A. de C.V.		
<b>District:</b> Southern District of New York, New York Division		
<b>Creditor:</b> ACL Airshop, LLC M. Kevin McCarrell c/o Fox Rothschild LLP 2 West Washington Street, Suite 1100  Greenville, SC, 29601 United States <b>Phone:</b> 864-751-7652 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> kmccarrell@foxrothschild.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Lease	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 41203.23	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 41203.23 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> M. Kevin McCarrell on 04-Jan-2021 4:35:01 p.m. Eastern Time <b>Title:</b> Attorney <b>Company:</b> Fox Rothschild LLP		

Posting Date	Document Type	Document No.	Description	Currency Code	Original Amount	Amount	Closed by Amount	Entry No.	Due Date
4/30/2020	Invoice	LI-53752	Rental Order LO-10899		300.00	300.00	300.00	1979153	5/10/2020
4/30/2020	Invoice	LI-53753	Rental Order LO-12302		1,203.75	1,203.75	1,203.75	1979157	5/10/2020
4/30/2020	Invoice	LI-53754	Rental Order LP-00105		572.50	572.50	572.50	1979162	5/10/2020
4/30/2020	Invoice	LI-53755	Rental Order LP-00081		10,432.70	10,432.70	10,432.70	1979470	5/10/2020
4/30/2020	Invoice	LI-53918	Rental Order LP-00136		16,509.95	16,509.95	16,509.95	1979973	5/10/2020
5/13/2020	Invoice	SI-103534	Order SO-111821		1,980.00	1,980.00	1,980.00	1981852	5/13/2020
5/31/2020	Invoice	LI-54038	Rental Order LP-00105		305.97	305.97	305.97	2000653	6/10/2020
5/1/2020	Credit Memo	LCM-01662	Rental Credit Memo LCM-01662		-104.88	-104.88	-104.88	2000687	6/3/2020
5/31/2020	Invoice	LI-54057	Rental Order LP-00136		21,011.35	21,011.35	21,011.35	2000728	6/10/2020
5/31/2020	Invoice	LI-54092	Rental Order LO-10899		310.00	310.00	310.00	2006151	6/10/2020
5/31/2020	Invoice	LI-54093	Rental Order LO-12302		1,243.88	1,243.88	1,243.88	2006155	6/10/2020
6/1/2020	Credit Memo	LCM-01668	Rental Credit Memo LCM-01668		-1,319.89	-1,319.89	-1,319.89	2018512	6/23/2020
6/1/2020	Credit Memo	LCM-01669	Rental Credit Memo LCM-01669		-11,242.10	-11,242.10	-11,242.10	2022348	6/29/2020
							<b>41,203.23</b>		



This Lease Agreement, dated as of August 5th, 2019 (the "Agreement") among ACL AIRSHOP a South Carolina limited liability corporation (hereinafter called "LESSOR"), Aero Transportes de Carga Union SA de CV a Mexican corporation hereinafter referred to as the "LESSEE" or "AEROUNION" or "CUSTOMER".

Now, therefore, in consideration of the premises and of the mutual Agreement herein contained, the parties hereto agree as follows:

## **ARTICLES**

### **1. SCOPE**

This Agreement is intended to regulate the lease of ULDs including the following services:

- a. Pallets supply. Types and quantities detailed in Second Article
- b. Nets supply with the following characteristic: 96" x 125" x 118" nets. Must be colored red and white with the LESSEE branding Total quantity: up to 1 net per pallet per year (delivery as needed / requested).
- c. Ratchet straps supply with the following characteristics: 30' length x 2" width with double stud fitting on each end. Straps must be colored red with the tag of the LESSEE brandings. Total quantity: up to 1 strap per pallet per year (delivery as needed / requested).
- d. Heavy (ex. Rail replacement) and soft repairs (Ex. Straightening or corner replacement) for all pallets that belong to the LESSEE as specified in Article 2 These repairs should be performed at MIA or BOG. or LAX and pallets. Should return to the LESSEE in due course, time being of the essence.
- e. ULD control software.
- f. ULD tracking system, to the extent available, will be implemented in phases.
- g. Stock balance according to the table presented in the SECOND ARTICLE below.
- h. Buy back of the current ULD Aerounion fleet that belongs to the LESSEE. The minimum value accepted for these pallets will be [ 49,320.00 USD], Total fleet renewal every three years.



i. The LESSOR will assume a lost on the ULD fleet specified in Article 2 of five (5) percent (of the total ULD's included in this agreement) annually due losses and damages beyond economical repair. In the event the annual losses or damages beyond economical repair exceed 5% on an annual basis, LESSOR agrees to the following replacement costs:

- PMC/PAJ        USD 750.00
- PLA             USD 850.00
- FQA             USD 650.00

The amounts described previously are only the based as the parties agree that the final amount to be charged per unit will be negotiated by the parties.

j. All deliveries should be made FOB MIA & LAX, and if other station is needed a mutual agreement will develop in concordance with both parties.

**2. PRICE**

As consideration for the Equipment by the LESSOR, the price is USD (the "Price" as per table below). The LESSOR shall supply the LESSEE with the following types and quantities of ULD equipment at the following rates: With a total of USD 755,604.75 as base of this contract (*price does not include new or supplemental ULD's [at \$0.85/day for standard pallets & \$6.00/day for PRA pallets] required by Aerounion added to the quantities noted below. Price does not include ULD's damaged beyond economical repair or lost ULD's above the contract limits [5% of total fleet per year]*)

All Figures are USD

	# Lease Units	Lease rate/day USD	Lease Cost per year USD	Repurchase Quantity	Repurchase Price /unit	Extended Repurchase
PMC (ACL)	162	\$ 0.85	\$ 50,260.50	n/a		
PLA (ACL)	35	\$ 0.85	\$ 10,858.75	n/a		
PAJ (ACL)	440	\$ 0.85	\$ 136,510.00	n/a		
FQA (ACL)	48	\$ 0.85	\$ 14,892.00	n/a		
PMC (6R)	38	\$ 0.77	\$ 10,679.90	38	\$ 400.00	\$15,200.00
PLA (6R)	25	\$ 0.77	\$ 7,026.25	25	\$ 450.00	\$11,250.00
PAJ (6R)	60	\$ 0.77	\$ 16,863.00	60	\$ 350.00	\$21,000.00
FQA (6R)	17	\$ 0.77	\$ 4,777.85	17	\$ 110.00	\$ 1,870.00
Totals	825		\$ 251,868.25			Total \$49,320.00
			3 Years        3			
			Total - 3 Years	\$ 755,604.75		

**PAYMENT TERMS**

a. LESSOR shall invoice LESSEE for the Equipment that it has provided and delivered at the destination, on a monthly basis, during the first ten (10) calendar days of each month, the invoices must be in accordance with local applicable laws.





b. LESSEE agrees to pay LESSOR for the Lease within thirty (30) days of receipt of LESSOR 's correct invoice. Such invoice may only be sent after  
i.the delivery of the Equipment at the Site

c. Prices shall be made in USD and payments shall be made via wire transfer to the LESSOR, to the following account:

Beneficiary Name: ACL Airshop LLC  
Account Number:5001093953  
Beneficiary Bank: Cadence Bank  
Bank ABA#:062-206295  
SWIFT #: CDBKUS44

Any changes to these payment instructions must be made in writing and signed by the LESSOR's Chief Executive Officer and Chief Financial Officer and followed by telephonic confirmation with either of the above officers or the LESSOR's Executive Vice President.

d. LESSOR shall submit the invoices containing and describing the services/products provided with the approval of the Managing Area, as indicated in Article 26 (Invoices). In case the corresponding invoice do not fulfil the requirements, the LESSEE will communicate such situation as soon as reasonably possible.

e. The LESSOR might have the possibility to request the advanced payment of the monthly invoice effectively submitted by giving a discount to the LESSEE over the gross value of the invoice without affecting the tax value. The discount percentage applicable in each monthly invoice shall be negotiated between the Parties. In order to request such advanced payment, the LESSOR shall write to the LESSEE ' and follow LESSEE 's procedure. Notwithstanding the foregoing, the LESSEE reserves the right to approve the LESSOR'S request for advanced payment.

f. The fee for the services offered must include all the cost factors, direct or indirect, including taxes inherent to the provision of the services covered by the present Agreement. Rates must remain the same for the duration of the Agreement.

g. In case of dispute, LESSOR and LESSEE agree to negotiate in good faith for a mutually acceptable resolution, time being of essence. Notwithstanding, LESSEE agrees to approve and pay the remaining, non-disputed charges on all invoices within 30 calendar days.

#### **4. SITE**

The Equipment will be provided at MIA, LAX online station (see 1.i) Additional costs due to deliveries will be the responsibility of the LESSOR ("Site").





## 5. LESSEE 'S RESPONSIBILITIES

- a. LESSEE shall not do or permit any act or thing which is contrary to any legal requirements or insurance requirements, or which might impair the value or usefulness of the Equipment.
- b. LESSEE shall not do or suffer any waste, damage, disfigurement or injury to the Equipment.
- c. If there is any material damage to the Equipment or any part thereof, LESSEE promptly shall give written notice thereof to LESSOR, generally describing the nature and extent of such damage or destruction.
- d. LESSEE agrees to pay the price of the lease in the periods agreed by both parties.
- e. Any other pertinent responsibility in accordance with applicable law.
- f. It is understood that the Customer-appointed GHA, CHA or GSA might execute the obligations of the Customer on behalf of the Customer.
- g. The Network Standard Stock (NTS) shall be as specified in **Article 2**. The Customer shall together with ACL Airshop define the Station Standard Stock (STS) for its global operations. Changes to STS may be recommended by ACL Airshop or the Customer on a monthly basis and, if agreed and approved by the both Parties, adjusted as necessary.
- h. The customer is obliged to accommodate to the best possible free up space on its aircraft upon request of ACL Airshop to accommodate ULD restocking at its Online or Offline Stations and, thus, reduce operational or sales disruptions due to ULD shortages.
- i. The Customer shall execute ULD positioning/de-positioning (and movement of ULD components such as nets, connectors, etc.) in accordance with ULD positioning requests issued by ACL Airshop. Requested ULD positioning (equipment delivery) shall be executed by the Customer within the next 3 (three) flight frequencies of the Customer Network schedule or within a period not exceeding 7 (seven) calendar days after the ULD positioning request from ACL Airshop has been lodged.
- j. If the Customer is not able to position ULD on board of its aircraft as requested by ACL Airshop, reasonable efforts will be made by ACL Airshop to move such ULD on board of other ACL Airshop customer airlines free of charge.



In case such courtesy ULD positioning on board of other ACL Airshop customer's aircraft is not possible, then ACL Airshop will consider commercial (non-free) ULD positioning solutions by air or RFS and submit to the Customer for approval.

The Customer is obliged to bear all costs related to such commercial ULD positioning.

k. The Customer will endeavour to support courtesy ULD positioning requests within the agreed time frame for the other customers of ACL Airshop's customer portfolio on a space availability basis. The Customer shall not unreasonably deny such requests in order to be able to enjoy the same courtesy positioning service by other ACL Airshop customers. The Parties understand that the number of courtesy ULD transportations carried out by each customer of ACL Airshop shall be equal and based on a fair approach.

l. The Customer shall be entitled to support requests to facilitate courtesy movements for non-ACL Airshop carriers providing a prior agreement is reached with ACL Airshop.

m. The Customer shall at its own cost provide, or oblige its GHA, CHA or GSA to provide, ACL Airshop with UCM-in, UCM-out, LUC, UCR, CPM and SCM messages at all Customer's Online and Offline Stations as per the standards and in the format stipulated in the current version of IATA AHM and IATA ULDR. The Customer shall provide such messages good data quality of such messages shall have correct information and be in correct format. UCM messages shall be provided within 2 (two) hours (unless otherwise agreed by ACL Airshop) of aircraft or RFS truck arrival or departure. SCM messages shall be provided at least once in a week, although the Parties may agree, and the Customer obliges some Online or Offline Stations to provide SCM messages more frequently for the purpose of a better stock control efficiency. ACL Airshop reserves the right to request additional SCM messages in the case of extraordinary discrepancies in the station ULD stock records.

n. The Customer shall provide ACL Airshop with all its operator requirements regarding ULD as well as any other information that may be needed by ACL Airshop to perform the agreed obligations.

o. The Customer or its appointed GHA, CHA or GSA shall carry out ULD equipment condition checks as set out in the "ULD Operational Damage Limits" of the JPM at the Customer's Online or Offline Stations and shall report all found damages as required by the JPM.

p. If a ULD needs to be repaired, ACL Airshop shall nominate a certified repair Station and inform the Customer accordingly.





q. The Customer may be required to send the ULD to the specified repair Station drop off point within the airport boundary; otherwise the Customer may be required to return the ULD to a Station nominated by ACL Airshop.

r. The Customer shall apply ACL Airshop ULD handling conditions as may be introduced. The Customer may suggest additional ULD control processes as mutually agreed with ACL Airshop.

s. In the event that the Customer delivers ULD to third parties (such as but not limited to agents, freight forwarders, shippers, consolidators, brokers or logistic companies) it is the obligation of the Customer to ensure that the ULD are returned and available at the Customer's Online Stations within 5 (five) calendar days after the release of ULD to the afore-mentioned third parties. Any such release must be covered by the duly prepared and signed ULD transfer document (IATA UCR manifest or any substitution thereof), a copy of which shall immediately be sent to ACL Airshop upon issuance. Should the 5 (five) days be exceeded then the account managers of ACL Airshop and the Customer will communicate and resolve the situation as soon as possible through stock realignment. Customer will be responsible for ULDs delivered to third parties which are not returned within 30 days unless such non-delivery caused by ACL Airshop's gross negligence.

t. The Customer shall not wet lease, sub lease or lend ULD to third parties that are not members of the IATA ULD User Group without prior agreement from ACL Airshop. In the event that the Customer does engage in such activities without the prior approval of ACL Airshop, ACL Airshop reserves the right to charge the Customer for any losses caused by such activity.

u. The Customer shall, if mutually agreed by the Parties, become a member of the IATA Multilateral Agreement for the Interline Handling and Control of ULD and, thus, a member of the IATA Interline ULD Control User Group and this membership shall be maintained for the Term of the present Agreement. As a new member and in accordance with the IATA ULD Regulations, the Customer shall be responsible to pay membership fees that may become due.

v. The Customer may mandate ACL Airshop to act as its representative in all ULD related IATA User and working groups, meetings and panels, subject to the receiving full feedback from such meetings. The Customer reserves the right to withdraw such mandate at any time.

w. The Customer shall notify ACL Airshop about any ULD that are lost and/or found. ACL Airshop shall then inform the Customer on how to proceed further. Customer will be responsible for lost ULDs unless such lost caused by ACL Airshop's gross negligence.



x. The Customer agrees to support ACL Airshop in its need to instruct and train its GHA, CHA or GSA in order to create and develop their awareness of the Handling Agents responsibilities and of the ACL Airshop ULD handling conditions.

y. The Customer shall make available its company mail (co-mail) system for use by ACL Airshop as required for the purpose of supporting ACL Airshop services, providing that the Customer is not held responsible for delay of ACL Airshop documents and that no legal or commercially important documents are sent under this process.

z. At each Station, the Customer shall designate a representative who shall be the ULD responsible person and shall be the point of contact for ACL Airshop regarding ACL Airshop related issues. In stations with more complex operations ACL Airshop shall have the right to appoint an independent ULD responsible supervisor at its own expense. At these stations the normal process for reporting to ACL Airshop shall be via such designated supervisor.

aa. It is the responsibility of the Customer to ensure, at its own cost:

bb. That the activities of the GHA, CHA and/or GSA are supervised and controlled by the Customer's ULD responsible person;

cc. That adequate storage facilities are made available to store the ULD of the Customer and, where feasible, surplus ULD of ACL Airshop;

dd. That adequate storage facilities are made available to store those ULD that require repair until such time as they are transferred to the nominated repair company;

ee. That damaged/repared ULD are made available at a location where the repair company may collect/deliver the damaged/repared ULD at the Station.

ff. That ULD are returned to the stock after operation in a clean and safe condition. In the event that ULD are damaged and require repair, then the stated repair services shall be followed. In the event that ULD are not clean for use by other ACL Airshop customers, then the Customer shall arrange cleaning of such ULD.

gg. That ULD are collected for transfer between Ground or Cargo Handling Agents, Freight Forwarders, Shippers, etc. and the Customer's Online or Offline Stations.

hh. That ULDs are re-positioned to stations in accordance with timely notifications in order to maintain adequate stock levels throughout the network.





ii. ACL Airshop reserves the right to request the Customer to amend the terms of agreements with its GHA, CHA or GSA in accordance with ACL Airshop requirements to create appropriate ULD storage areas and ULD-related services.

jj. The Customer needs to update ACL Airshop about any changes in contact details of its freight forwarders, GHA, CHA, GSA and/or Customer Network station personnel before changes take effect. The Customer understands that failure in informing ACL Airshop about such changes may have negative impact on the daily ULD operations.

## **6. LESSOR'S RESPONSIBILITIES**

a. It is the sole responsibility of LESSOR to make the Equipment, under the terms of this Agreement, available to LESSEE, and LESSOR shall not impose any unreasonable obstacle to the normal use of such Equipment.

b. It is sole responsibility of LESSOR to provide and uphold regular maintenance of the Equipment, including spare parts, but excluding repairs due to customer's gross negligence. In the event that LESSOR notices that ULD damages for ULD operated for the LESSEE are exceeding normal levels at any of the LESSEE'S online or offline stations, then the LESSOR and LESSEE agree to jointly review the processes at those stations and implement corrective actions.

c. LESSOR must ensure that the Equipment is in suitable conditions.

d. LESSOR will lease to LESSEE the Equipment pursuant to the above SECOND ARTICLE. LESSEE may request and LESSOR may provide additional equipment in accordance with LESSOR'S standard terms as outlined in ANNEX 3 "Pricing and Payments", ANNEX 4 "Charter/ Peak Season/ AD-HOC ULD Pricing" and ANNEX 5 "ACL AIRSHOP LLC GENERAL LEASE TERMS AND CONDITIONS" to this Agreement.

e. LESSOR is expected to act in accordance with the highest standards of corporate responsibility and hereby represents and warrants that it complies with all applicable laws and regulations related to the Equipment.

f. Take and maintain the appropriate guarantees to cover the different risks which may arise from the execution and conclusion of the Agreement.

g. Meet the Service Level Agreement, included as Annex 1 herein, which includes penalties for total or partial breach or deficiencies. The LESSOR agrees that the LESSEE may discount from the outstanding invoices due, the fines or penalties, and, in the event that the amount of the invoice is not enough, said amounts may be directly collected by the LESSEE.



h. The LESSOR, as part of its obligations and without it being understood as an act of interference of the LESSEE in his technical and administrative autonomy, in his internal processes, undertakes to implement the practices necessary to achieve standards of service, quality and compliance, within the framework of a continuous improvement plan, through the leadership of the Managing Area.

i. The LESSOR hereby agrees to make improvements to its internal processes, adopt corrective actions and develop action plans as may be reasonably requested by LESSEE in any eventuality that may arise. Compliance with management indicators, and the management of claims, in order to correct any deficiencies identified in the LESSOR's performance. Any development or improvement that add value to the LESSEE 's processes or/and software's and that might be shared with other LESSOR 's customers, must be included in the price defined in Second Article.

j. The LESSOR accepts that in the execution of the supplier evaluation processes, the LESSEE may, but will not be obliged to perform audits and monitor compliance of management indicators and analysis of complaints and claims, in order to support supplier development.

k. LESSOR must send to the LESSEE on a monthly basis, within the first ten (10) calendar days of the next month, the state of the invoices delivered to the LESSEE and still due, information that will be sent via email to accounting email to be informed. The LESSOR must send the report in Excel format including at least the following information: (i) name of the company, (ii) legal identification, (iii) invoice numbers, (iv) date of issue of the invoice, (v) date of filing of the invoices, (vi) amount of the invoices before and after taxes; and (vii) date of expiration of the invoices, as well as any changes to the LESSOR's information such as address, legal representative.

l. The LESSOR must comply with the safety, operational and quality standards of the LESSEE, as well as the required to the LESSEE by the different certification and control entities, as long as they are applicable to this Agreement. The LESSOR and the LESSEE will coordinate as to guarantee compliance, disclosure and application of said standards.

m. Previous acceptance of the LESSEE, the LESSOR will have the possibility to request advance payment of the filed monthly invoices granting the LESSEE a financial discount over the gross value of the invoice, without affecting taxes. The discount percentage to be applied to each of the monthly invoices indicated by the LESSOR will be negotiated between the LESSEE and the LESSOR.

n. LESSOR must comply with the applicable labor law; LESSOR must hire the ideal personnel for the provision of the Equipment and must formalize the contractual relations agreed with the personnel assigned for such purpose. The LESSOR must enroll them to the applicable employment regime or otherwise guarantee that the contracted persons are enrolled to the social





security regime according to the applicable law. Including social security (health, pensions, professional risks and family compensation fund) and undertakes to keep these affiliations in force and to pay contributions in a timely manner, to ensure coverage of the different risks for as long as their linkage lasts, all of which is also applicable to parafiscal contributions. The salaries, social

benefits and indemnities of the personnel that the LESSOR contracts, will be of its exclusive responsibility.

o. The selected LESSOR must state that the employees and other workers are hired directly by the employee and that he is obliged to pay the salaries, social benefits and other commitments imposed by the applicable labor law, as well as those of a civil or commercial nature. Therefore, any claim promoted by any LESSOR's employee or worker due to the services rendered against The LESSOR or against The LESSEE will be attended by The LESSOR at his own expense and risk. The LESSEE may require the display of the records, through the Managing Area or any of its audit areas, at any time in order to verify compliance with the obligations.

p. Lessor must fully comply with the annexes attached here in.

q. Any other pertinent responsibility in accordance with applicable law.

r. LESSOR shall issue a credit note for 50% of the Buy Back Amount upon Execution of the Agreement. The remaining 50% will be issued upon verification of ULD fleet in the ULD Control system.

## **7. AGREEMENT TERMS AND TERMINATION**

This Agreement is valid for three (3) years from the date it is signed ("Initial Term") unless terminated sooner in accordance with Article [7] (Termination). In case the Parties agree to extend such term, they must decide so, in writing sixty (60) days prior to the Agreement's expiration date. In case the Initial Term is extended, LESSOR will replace the LESSEE's Network ULD Stock specified in Article 2 with new ULDs.

This Agreement may be terminated for the following reasons:

a. When the Parties mutually agree to finalize this Agreement;

b. Termination for convenience: the LESSEE may terminate this Agreement for its convenience at any time upon providing sixty (60) days written notice to the LESSOR. In such case, the LESSOR shall be entitled to receive payment for all work performed prior to the date of termination. The LESSOR shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses related to the early termination;



- c. For the expiration of the term;
  
- d. the defaulting party becomes insolvent, or insolvency or composition proceedings or similar proceedings are initiated with regard to the assets of the other Party and not omitted within two (2) months, or if the opening of bankruptcy proceedings is dismissed for lack of assets, or if the other Party itself files a petition for insolvency or composition proceedings with regard to its assets;
  
- e. In case of a material breach of this Agreement not corrected in a reasonable time, which shouldn't be more than sixty (60) days of the written notification by the non-offending party. The non-offending party shall be entitled to whatever remedies are available at law or otherwise. The termination of this Agreement shall not affect the provisions of this Agreement which by their nature and context are intended to survive its termination.
  
- f. The LESSEE does not guarantee the continuity of the air transportation service in all existing routes at the moment of entering into the contract. If, at The LESSEE'S discretion, the suspension or cancelation of all or part of those routes has implications on the subject matter of the Agreement, it shall constitute just cause for the LESSEE to modify or terminate the contract and shall not result in payment of compensation in favor of the LESSOR based on the sole termination.
  
- g. Any violation or noncompliance to the Code of Ethics of the LESSEE shall constitute just cause for the LESSEE to decide unilaterally to terminate the Agreement.

Upon Termination, all leased pallets and containers must be returned to official LESSOR 's regional distribution centers within 2 (two) months after termination. Any ULDs not returned with two (2) months will be charged thereafter to the LESSEE at the daily rate set forth herein until received at the LESSOR 's regional distribution centers.

## **8. INDEPENDENT PARTIES**

The parties hereby acknowledge and agree that the relation arisen between them is a commercial relationship and does not constitute any kind of labor relationship between the LESSOR and the LESSEE, and/or between the LESSEE and the LESSOR's personnel. The LESSOR shall be solely responsible for the payment of salaries and any remuneration, including employee





benefits applicable to its personnel and will ensure compliance with any applicable law with respect to such personnel.

**9. INDEMNIFICATION AND LIMITATION OF LIABILITY**

The Parties shall defend, indemnify, and hold harmless each other, its subsidiaries, related companies, affiliates, parent company, officers, directors, linked companies, agents, employees from and against any and all loss, damage, expense, costs, including reasonable attorneys' fees, fines, actions and claims for bodily or personal injury (including injury resulting in death) and for damage to property arising out of or in connection with the terms of this Agreement; provided, however that neither Party shall be liable for incidental, consequential or similar damages (including, but not limited to loss of use of property, loss of profits, loss of revenues, and/or additional personnel costs) and each Party hereby irrevocably and unconditionally waives to any rights it may have or acquire to claim such types of damages from the other Party. The provisions of this Article shall survive the termination of the Agreement.

Therefore, each Party shall respond directly and exclusively for all the consequences derived from the losses or damages occurred to the indemnified persons/third parties or their properties as a result of the services provided herein or the ones derived from a contractual breach or partial or defective failure of the obligations set forth herein by the the other Party.

Accordingly, the affected Party will be fully indemnified by the other Party, for the damages or suffered losses with respect to this matter. In the event that the affected Party or an indemnified person/third party is forced to pay a sum of money for the responsibility described herein, the responsible Party is obliged to reimburse the corresponding amount.

The LESSEE shall not be liable and there shall be no indemnity, for damages suffered by THE LESSOR'S personnel or any person under its charge during performance of the services covered by this Agreement.

Each party shall promptly notify the other in writing of any claim against it and of damage suffered by a third party, without prejudice to liability.

**10. POLICIES**



The LESSOR shall issue a Performance Bond with an insurance value of 10% of the estimated value of the agreement with a validity term equal to the term of the Agreement.

**11. MANAGING AREA**

The LESSEE will supervise the fulfillment, compliance, enforcement and execution of this Agreement and its obligations through the LESSEE's ground operations area. This area will be in charge of supervising the correct provision of services under this Agreement and inform to the LESSOR about the policies derived from the provision of those services, as well as approve the invoices submitted by the LESSOR.

**12. CONDITION OF THE EQUIPMENT**

LESSOR declares that LESSEE has examined and is fully familiar with the physical condition of the Equipment. Any discrepancy or claim regarding the equipment condition should be notified to the LESSEE and LESSOR within 60 days after equipment delivery.

**13. CONFIDENTIALITY**

Neither party shall without the other's prior written consent, communicate or disclose the existence or contents of this Agreement or of any of the information obtained as a result of the entering into of this Agreement, to any third party (other than to their respective executives, directors, legal and financial advisors, auditors, insurance brokers and/or underwriters), provided however that disclosure will be permitted:

(a) pursuant to an order of any court of competent jurisdiction; (b) pursuant to any procedure for discovery of documents in any proceedings before any such court; (c) pursuant to any law or regulation having the force of law; or (d) pursuant to a lawful requirement of any authority with whose requirements the disclosing party is legally obliged to comply.

Notwithstanding the above, LESSEE may communicate or disclose without any prior written consent from the other party, the existence or contents of this Agreement or any information obtained as a result of its execution or during the time it is in effect ,to any company it controls or which acts as its controlling company or which controls it or which is under common control with any of them including , its executives, directors, legal and financial advisors, auditors, insurance brokers and/or underwriters.





The parties agree that should the contents of this Agreement become the subject of a request or requirement of disclosure pursuant to subpoena, summons, search warrant or governmental order, the disclosing party shall notify the other party promptly upon receipt of such request and no later than five (5) business days after the date of receipt of the request, and will, to the extent practicable, cooperate with the other party to resist release of, or seek an appropriate protective order with respect to the confidential

information. Both parties will ensure, that the requesting authority shall not disclose any confidential information.

#### **14. SECURITY INFORMATION**

LESSOR must comply with the information security controls required by the LESSEE, according to the scope of the service. LESSOR and the LESSEE will coordinate to guarantee compliance, disclosure and application of these security controls. LESSOR will be careful in the use and protection of the information acquired during the implementation of the Agreement and will not use the information for personal profit or in any way that would be contrary to the law, to the detriment of the legitimate and ethical objectives of the LESSEE. LESSOR must be responsible for the actions and omissions, of its dependents, whether these employees or third-party contractors, in case of any security event or incident that reflects an improper use of the information.

#### **15. PERSONAL DATA**

The Parties agree to comply with the applicable regulations on Personal Data Protection. The LESSOR must immediately inform the LESSEE about any security incident, violation or breach of the security codes or the loss, theft and/or unauthorized access to their databases or information related to personal data granted by the LESSEE.

The LESSOR agrees to comply with the LESSEE'S privacy policies.

#### **16. INTELLECTUAL PROPERTY RIGHTS**

LESSOR shall not use the LESSEE 's brand, commercial name, slogan, image or any of its Intellectual Property Rights or any of the above-mentioned rights of its subsidiaries, affiliates and or related companies unless the LESSEE 's provide previous written authorization or user 's license of those rights for the LESSOR. LESSOR is not authorized to announce or disclose its contractual relationship with the LESSEE, unless expressly authorized by the LESSEE.



The Parties acknowledge and agree that the intellectual property items associated with the lease objective of this Agreement, are and shall remain the exclusive property of the party possessing the right, its parent company or third party licensors, therefore neither party may exploit economically or use elements of intellectual property of the other party, its parent company or third party licensors, distinct from that permitted in the contract that may be entered into between the LESSEE and the selected LESSOR.

All the data delivered by the LESSEE to the LESSOR by any means of this Agreement, will be the property of the LESSEE.

## **17. FORCE MAJEURE**

Neither party shall be deemed in default of any provision of this Agreement (other than provisions regarding confidentiality), to the extent that performance of its obligations or attempts to cure a breach are delayed or caused by any event reasonably beyond the control of such party, including without limitation war, hostilities, revolution, riot, civil commotion, national emergency, strike, lockout, unavailability of supplies, failure of communication equipment, epidemic, fire, flood, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency, provided that such party gives the other party written notice promptly upon discovery thereof and uses reasonable efforts to cure or mitigate the delay or failure to perform. Either party may terminate this Agreement if the force majeure event lasts more than sixty (60) days.

## **18. ETHICS AND COMPLIANCE**

LESSOR hereby declares and acknowledges the Aerounion. Code of Ethics and Business Conduct and the Anticorruption Policy, available at <http://aerounion.etichspoint.com>.

Furthermore, LESSOR agrees to inform and disclose any unethical, corrupt or suspicious activity, in performance of this Agreement, that may be contrary to the Anticorruption Policy or the Code of Ethics and Business Conduct, through the Ethics Line available at <http://aerounion.etichspoint.com>.

LESSOR shall ensure that its respective officers, directors, employees and agents comply with all applicable statutes, codes, rules, regulations in the countries where the LESSOR operates specially related to antibribery and anti-money laundering ("Applicable Laws").

LESSOR hereby represents and warrants that: (a) it will not make, authorize, offer or promise to make any payments or transfer anything of value, directly, indirectly or through a third party, to any government or regulatory





official, employee or other representative (including employees of a government owned or controlled entity or public international LESSEE and including any political party or candidate for public office) that constitutes a violation of anti-bribery or anti-corruption laws of any country in which is located or otherwise conducting business, as such laws are currently in effect and may be amended from time to time (the "Anti-Bribery Laws"); and (b) the resources managed do not come from any illegal activity including money laundering, terrorism financing, or any other illegal activity.

LESSOR confirms that, there is no record of any sanction or any ongoing investigation related to money laundering, terrorist financing, corruption or/and bribery of any of its respective officers, directors, employees and agents.

the LESSEE reserves the right to request information about the origin of assets, as well as information related to publicly exposed persons (PEP's) which are binding to the LESSOR.

Any breach of the obligations hereof by LESSOR, or the inclusion of LESSOR or any of its legal representatives or proxies in any binding, restrictive, national or international lists, such as but not limited to, the Specially Designated Nationals And Blocked Persons List (SDN), sanctions of the Department of Justice (DOJ) and Securities And Exchange Commission (SEC) for transnational bribery, will entitle the LESSEE to terminate the Agreement, without any compensation, liability, responsibility or penalty, and constitute a breach of the Agreement, allowing the LESSEE to claim compensation derived from the damages caused, including any applicable fines or penalties.

## **19. ASSIGNMENT**

LESSOR hereto cannot assign or transfer this Agreement, in whole or in part, without previous written authorization from the LESSEE, such authorization not to be unreasonably withheld.

## **20. GOVERNING LAW**

This Agreement shall be governed and interpreted in accordance with the laws of the State of New York.

## **21. DISPUTE RESOLUTION**

Any dispute arisen in connection to the entry, interpretation, performance and/or termination of this Agreement shall primary be settled by the Parties through direct arrangement. Following the occurrence of any fact giving rise to disputes, either of the Parties may deliver the other a three (3) day 's prior notice indicating commencement of the direct arrangement stage. If the



dispute remains unsolved after one calendar month counted as from the notice date, or, failing such notice, as from the day when the fact underlying the dispute occurred, the Parties shall be entitled to resort to the ordinary courts.

The disputes referred to in this clause are exclusive of any payment obligations which remain outstanding, in which case, the creditor may directly resort to the ordinary courts, without need of exhausting the direct arrangement stage.

This clause is without prejudice of the Parties' entitlement to commit themselves – in accordance with applicable Laws to submit any specific disputes to the decision of an Arbitral Tribunal designated in accordance with the terms provided in the relevant arbitration agreement.

## **22. ENTIRE AGREEMENT**

This Agreement, supplements and revisions, sets forth the entire agreement and understanding between the parties on the subject matter hereof and merges prior discussions and/or negotiations between them. Neither of the parties shall be bound by any conditions, definitions, representations, or warranties with respect to the subject matter of this Agreement, other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing, signed by a duly authorized representative of the party to be bound thereby.

## **23. COUNTERPARTS**

This Agreement may be signed in several counterparts, each of such counterparts signed shall constitute an original document, and all counterparts together shall constitute a single instrument. Any signature page delivered shall be binding to the same extent as an original signature page regardless if it is a physical or digital version of it. The delivery of each signature page, a digital or physical version of it, will be understood as an acceptance of this Agreement and shall constitute a single document.

## **24. TAXES**

Each Party will be responsible for its own Taxes applicable in any country where the services/goods are provided. "Taxes" shall mean any and all fees (including license, recording, documentation and registration fees), taxes (including, without limitation, income, gross receipts, capital, franchise, net worth, gross profits, sales, rental, use, turnover, value added, ad valorem,





property -tangible and intangible-, excise, documentary and stamp taxes), licenses, levies, imposts, duties, charges, assessments or withholdings of any nature whatsoever, whether now existing or hereafter adopted, enacted or amended, howsoever imposed, levied or asserted by any Government Entity or Tax Authority together with any and all penalties, fines, additions to tax and interest thereon of the countries in which the services will be rendered.

## **25. INVOICES**

LESSOR shall issue each invoice directly to the LESSEE, who is directly benefited from the services/goods provided. Therefore, LESSOR shall consider within the billing conditions, the obligation to issue individual invoices to each of the companies. The specific purchase orders to be placed will be handled and invoiced independently.

## **26. NOTICES**

All notices or requests required under this Agreement shall be in writing and shall be delivered by licensed courier, certified mail return receipt requested or by facsimile to:

If to LESSOR:       ACL Airshop LLC  
                          Attention: Mr. Wes Tucker  
                          126 Milliport CIR STE 101  
                          Greenville, SC 29607  
                          (864) 466-9000

With copies to:     ACL Airshop LLC  
                          Attention: Mr. Steve Townes  
                          126 Milliport CIR STE 101  
                          Greenville, SC 29607  
                          (864) 466-9000

And:                   Smith Moore Leatherwood  
                          Attention: Henry Gallivan  
                          2 West Washington Street  
                          Suite 1100  
                          Greenville, SC 29601  
                          (864) 751-7600

If to LESSEE:       Aero Transporte de Carga Union Aerounion S.A de CV  
                          Attention: Cap Luis del Bosque  
                          Zona G de Hangares  
                          Aeropuerto AICM Mexico



C.P 15620 Del Venustiano Carranza Mexico D.F  
(5255)4777 7710  
Attention: Alfredo Arzate

Any notice or invoice required or permitted under this Agreement shall be in writing and delivered by hand, mailed by overnight express charges prepaid or certified mail with return receipt requested, or transmitted by facsimile. Notices or invoices shall be deemed received when delivered.

**27. WAIVER; AMENDMENTS**

The failure by a party to enforce the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. This Agreement may not be amended except by written instrument executed by each of the parties.

**28. SEVERABILITY**

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**29. SOFTWARE**

The LESSOR must guarantee the LESSEE that to the best of its knowledge it is the owner and/or has the respective licenses for any software program ("Software") that it uses or makes available to the LESSEE for the provision of the services of the subject matter of this Agreement. The LESSOR shall also guarantee the LESSEE that to date it is not aware of any infractions or claims regarding any patent, copyright or intellectual property right of third parties in relation to the Software and is required to hold the LESSEE harmless, as per the case, regarding any third party claims against the LESSOR, litigation, legal action, seizure, payment, expense (included but not limited to lawyer's fees and other legal costs), whatever their nature, origin, form and opportunity, resulting from any action or omission of the supplier during performance of the contract.

Therefore, the LESSEE and/or affected third parties shall be fully compensated by the supplier for damages or losses suffered for these concepts, and in the event that any of the indemnified parties should be required to pay any sum of money as a result of the liability described herein, the supplier is obligated to reimburse the corresponding amount, and should the LESSEE have any pending payments in favor of the LESSOR, the latter accepts that the LESSEE discounts the corresponding amount from the pending value.

**30. WAIVER; AMENDMENTS**



The failure by a Party to enforce the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. This Agreement may not be amended except by written instrument executed by each of the legal representative of the Parties. Any modification to the contents of this Agreement adopted through mutual agreement of the Parties must be formalized through amendments to this Agreement. The amendments to this Agreement will document changes to the Agreement requirements.

### **31. ANNEXES/EXHIBITS**

The following annexes form an integral part of this Agreement:

- a. Annex 1 ("Service Level Agreements")
- b. Annex 2 ("Environmental, Health and Safety (EHS)")
- c. Annex 3 ("Pricing and Payments")
- d. Annex 4 ("Charter / Peak Season / Ad-hoc ULD Pricing")
- e. Annex 5 ("ACL Airshop LLC General Lease Terms and Conditions")





IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed in the presence of the witnesses set forth below, and to be effective as of August, 5th 2019.

Signed on behalf of the LESSOR

ACL AIRSHOP INC.

(Signature) 

Name (Block Capitals) WES TUCKER

Position in Company Executive Vice President

(Signature) 

Name (Block Capitals) STEVE TOWNES

Position in Company Chief Executive Officer

Signed on behalf of LESSEE by

AERO TRANSPORTES DE CARGA UNION AEROUNION S.A de CV

(Signature)   
Name (Block Capitals) ~~JESUS CARLOS ANTONIO HERNANDEZ Y GARISOAIN~~

Position in Company Legal Representative





Position in Company

Legal Representative

**Annex 1**

**SERVICE LEVEL AGREEMENT**

CONCEPT	MEASURED VARIABLE	METRICS	TOLERANCE	MINIMUM LEVEL OF SERVICE ACCEPTED	SANCTION
1. Product quality	Compliance with specifications	# of complaints	0	100%	Complaints about poor Product quality: if some complaints about the Product's quality arises out; the LESSOR should change the unit(s) under its own cost and expenses (travel, cargo, etc.)
2. Product quality	Safety element	# of complaints	0	100%	For any poor-quality Products causing injury to aircraft operator, ramp employees, the LESSOR shall be responsible for all damages to passengers and costs resulting from Product failure.
3. Shipping Logistics	Compliance deadlines	Day delay (calendar days)	2 calendar days (LESSOR LOCAL) 5 calendar days (LESSOR INTERNATIONAL)	2 calendar days (LESSOR LOCAL) 5 calendar days (LESSOR INTERNATIONAL)	When passed two (2) (LESSOR LOCAL) and five (5) (LESSOR INTERNATIONAL) calendar days of the scheduled dates in Orders purchase submitted by the LESSEE, has not been performed delivery, the LESSOR must make a credit note for 5 % of the value of that order. Also, the LESSOR must



					provide solutions to continue the supply of products subject to this agreement, previously agreed with the LESSEE
4. Shipping Logistics	Compliance delivery quantities	Day delay (calendar days)	2 calendar days (LESSOR LOCAL) 5 calendar days (LESSOR INTERNATIONAL)	2 calendar days (LESSOR LOCAL) 5 calendar days (LESSOR INTERNATIONAL)	For Partial deliveries not informed or agreed with the LESSEE and when after two (2) (LESSOR LOCAL) and five (5) (LESSOR INTERNATIONAL) calendar days of the scheduled dates in the Purchase Orders submitted by the LESSEE, the delivery has not been made, the LESSOR must make a credit note for 5% of the value of that order. In addition, the LESSOR should provide solutions that allow continuing the supply previously agreed with the LESSEE
5. Shipping Logistics	Compliance required material	Day delay (calendar days)	2 calendar days (LESSOR LOCAL) 5 calendar days (LESSOR INTERNATIONAL)	2 calendar days (LESSOR LOCAL) 5 calendar days (LESSOR INTERNATIONAL)	The LESSOR will obtain the LESSEE 's approval of any replacement products. For changing Products for an unauthorized reference, in the locations agreed in this agreement, and the LESSOR shall make a 5% bill credit note of the value of the order. Likewise, the LESSOR shall provide solutions to continue the supply of Products under this Agreement, previously agreed with the LESSEE.
6. Product Delivery	Compliance required material	Product availability at the time of delivery	0	100%	If there are shortages of some Products, the LESSOR shall make a 5% bill credit note of the value of the order. Likewise, the LESSOR shall provide solutions to continue the supply of



					Products under this Agreement, previously agreed with the LESSEE.
7. Product Delivery	Negotiated references	Reference exchange or presentation	1	1 time	By changing the product by a non- negotiated reference (standardized product) from the second occurrence, the LESSOR must make a credit note for 5% of the value of the affected order

**Annex 2**

**ENVIRONMENTAL, HEALTH AND SAFETY (EHS)**

The LESSOR must strictly comply with all applicable federal, state, and local environmental, health, and safety regulations. The LESSOR shall allocate human resources, physical and financial resources to implement the occupational health and safety management program in the workplace, taking into account the nature of the risks involved in the activities to be carried out, the number of workers and the area in which they will work.

1. General

During the execution of the service, the LESSOR will have in its payroll a responsible for the area of Occupational Health and Safety or Occupational Hazard Prevention. This person will have an academic training and experience in all the activities that will be executed in the workplace and will meet the requirements that apply according to the law. Thus, with the established in the law as far as the reporting, fulfillment of requirements before authorities and formation of prevention committees.

The LESSOR must submit to the LESSEE, its Risk Prevention Policy, as well as its work risk management system.

The LESSOR shall ensure compliance with the security measures established by the LESSEE in its processes, equipment, and facilities; however, the LESSOR must provide the necessary resources to mitigate any deviation from them.

The LESSOR must guarantee to be up to date with each of its collaborators and as a company, with the requirements in the legislation regarding insurance payments and responsibilities as employer.





The LESSOR must guarantee and verify that its collaborators have the legal requirements and specialized training (in force) to carry out specific processes such as:

- High-risk tasks.
- Operation of equipment.
- Processes with chemical substances.

The LESSEE may suspend work processes temporarily in the event of evidence of conditions or actions that endanger the safety and health of persons; The LESSEE's auditor is the only person who can only remove this temporary suspension, at the time of solving the irregularity detected.

## 2. PROTECTION EQUIPMENT

The LESSOR must acquire and supply to all its collaborators the personal protection equipment that is required to mitigate the risks associated with the process and according to the preventive and corrective measures of the risk analysis and ensure timely replacement.

## 3. TRAINING

The LESSOR must implement a formal induction process, associated to the preventive management of the risks that can be present in the process that they perform for the LESSEE. It must guarantee that no collaborator will start work without having received due process of induction in risk prevention.

The LESSOR must send a recurrent training program to The LESSEE representative, where it guarantees the adequate socialization of the preventive measures for the mitigation of risks.

The LESSOR must maintain the training records of its collaborators and that they are up to date and available, as required by the LESSEE.

## 4. ACCIDENTALITY

The LESSOR must present a record of the accidents that occurred over the last 3 years while conducting its activities, along with the actions that were taken to mitigate the causes associated with accidents.

The LESSOR must keep a monthly accident record that includes Frequency Index and Incapacitating Injury Index. This report must be sent on a monthly basis to the representative of the LESSEE.



If an accident occurs with a medium or severe severity, it must be reported immediately, through an accident report to the representative of the LESSEE. Subsequently the report of investigation and analysis of the accident must be sent by the LESSOR.

#### 5. HAZARDOUS GOODS

The LESSOR shall ensure that personnel possess adequate training and personal protective equipment for the handling of the chemicals they store, transport or handle.

The LESSOR shall ensure that its employees have training in the use of safety data sheets (SDS).

#### 6. HIGH RISK TASKS

The LESSOR must present a prevention program specialized in the tasks of high risk, where it complies with what is established by current and applicable legislation and in a complementary way:

- Risk analysis
- Training
- Protection equipment.
- Work permits
- Controls and supervision.

#### 7. PREVENTIVE AND WORK MEDICINE

The LESSOR must implement the program of preventive medicine and work activities as established by current legislation and regulations, among which are:

- Pre-admission medical examinations according to the risks of the position.
- Periodic medical examinations.
- Prevention and health promotion activities.
- Epidemiological surveillance programs (according to priority risks).
- Health records and statistics for morbidity and mortality.
- Retirement exams.



## **Annex 3**

### **PRICING AND PAYMENTS**

1. The price is given for the Equipment set out in the SECOND ARTICLE of the Agreement.
2. Certain repairs (Heavy) as described more fully under Section 1.D are extra; and pricing includes up to one (1) free replacement of the Net and one (1) Straps per year. The Lessee may continue to purchase nets and straps from LESSOR as needed and consistent with past practices.
3. If LESSOR undertakes any similar services for related or subsidiary airlines of the LESSEE, the commercial terms for that related engagement will be the same or similar to those enjoyed by the Lessee and will be negotiated at that time and to the mutual satisfaction of the parties.
4. LESSOR reserves the right to take possession of all ULD leased to the Lessee when payments are overdue by sixty (60) days as long as invoices have not been reasonably queried by the Lessee, in accordance with Article Four and Article Twenty-Six.
5. All payments as specify in this Agreement shall be made by the LESSEE. LESSEE will not change the transfer instructions without written and telephonic confirmation from an Executive Vice President, Chief Financial Officer, or Chief Executive Officer of LESSOR.





## **Annex 4**

### **CHARTER / PEAK SEASON / AD-HOC ULD PRICING**

Charter operations are those flights originating from, transiting through or destined to the Offline Stations, i.e. outside of the Lessee's Network and schedule or operations not included in itineraries.

Units rented during Peak Season are those rented during the period, as defined.

Such ULD will be leased to the Lessee under a separate lease agreement. Rates must be the same ones defined in Second Article.



## **Annex 5**

### **ACL AIRSHOP LLC GENERAL LEASE TERMS AND CONDITIONS**

#### **GENERAL LEASE TERMS AND CONDITIONS ("T&C")**

##### **Article 1 - Applicability; Contract Formation; Terms and Conditions Subject to Change**

These T&C are applicable to all legal relationships of Lessor whereby Lessor is acting as the lessor of Equipment. Lessee shall be deemed to have accepted the provisions of the Agreement, including these T&C, by manifesting such acceptance by any of the following: (a) signing and returning to Lessor a copy of the Agreement; or (b) sending to Lessor a written acknowledgement of the Agreement.

##### **Article 2 - Delivery and return of Equipment**

2.1 The lease period for the Equipment shall commence on the day the Equipment is delivered and accepted by the LESSEE, unless explicitly otherwise agreed upon.

2.2 The lease period for the Equipment leased shall end at 23:59 PM on the day the Lessee returns the Equipment in accordance with Article 9 of the T&C or the Equipment is repossessed by the Lessor, its employees, subsidiaries, affiliates or subcontractors.

2.3 The parties to this Agreement may agree that the Lessor shall arrange for transportation of the Equipment from the location of delivery to a location desired by the Lessee, or, in case of return of the Equipment, from any actual location of the Equipment to the place of business of the Lessor, in accordance with the previous paragraph.

##### **Article 3 - Lease rate, expenses and charges**

3.1 In case of transportation of Equipment by roadway upon Lessee's request, arranged by the Lessor, its employees, subsidiaries, affiliates or subcontractors, the Lessor shall invoice the Lessee for such transportation charges, previous notification to the Lessee.

3.2 The LESSEE shall, at its expense, comply with all conventions, laws, regulations or orders of governing or regulatory authorities and with all rules and practices of depots and storage areas, which are applicable to the LESSEE,



and shall be liable for all fines or penalties for failure to comply which the LESSEE is required legally to comply.

#### **Article 4 - Operation, maintenance & repairs**

4.1 The Lessee shall:

- (a) use the Equipment properly and in accordance with good business practice;
- (b) keep the Equipment in good order;
- (c) perform routine safety inspections; and
- (d) clean the Equipment and prevent corrosion and other damage to the Equipment.

4.2 The Lessee shall return additional Equipment leased under this Agreement in the same state and condition as upon delivery except for normal wear and tear.

4.3 The Lessee shall not make any alterations to the Equipment without the prior written consent of the Lessor. Any logo placed on the Equipment by the Lessee must be removed prior to return of the Equipment. If logos of the Lessee have not been removed upon return of the Equipment, the Lessor is entitled to remove such logos at the Lessee's expense.

#### **Article 5 - Sub-lease, assignment**

5.1 The Lessee shall at no time acquire ownership of the leased Equipment, nor shall the Lessee acquire any title or right to the Equipment other than the right to lease the Equipment in accordance with the terms of this Agreement.

5.2 The Lessee shall not sub-lease any Equipment or assign its rights under this Agreement or any of the Equipment covered by this Agreement to any other party without the prior written notification to the Lessor.

5.3 The Lessee shall not pledge, hypothecate, mortgage, encumber or in any manner dispose of Equipment leased under this Agreement.

5.4 The Lessee shall not remove, hide or alter any identifying marks and/or serial numbers marked or affixed to the Equipment.

#### **Article 6 - Warranty**

All Equipment is leased "As Is" and the Lessor warrants only that each item delivered to the Lessee is airworthy. The Lessee acknowledges and agrees that the Lessor, its employees, subsidiaries, affiliates or subcontractors, make no other representation, agreement or warranty whatsoever, expressed or implied,





as to any Equipment, its physical merchantability, or its fitness for any use or purpose whatsoever.

### **Article 7 - Risk of loss and damage**

7.1 Damage and repair. Should any Equipment specified in this Agreement or any addendum be returned in damaged condition (beyond normal wear and tear as referred to in article 4 of this Agreement), the Lessor at its cost, shall undertake the repairs to the damaged Equipment in order to bring the Equipment to airworthy condition in accordance with the manufacturer's Component Maintenance Manual (CMM).

### **Article 8 - Unauthorized return of equipment**

The Lessee shall, at its expense, return each item of Equipment to the agreed location between the Parties. The lease period will continue until all the Equipment is received by the Lessor at one of its location.

### **Article 9 - Trade Regulations**

#### 9.1 Compliance with Corruption Laws.

The Parties are subject to and complies with the U.S. Foreign Corrupt Practices Act of 1977 (as amended). The Parties represent, warrant, and covenant that they have not made or agreed to make any contributions, payments, or gifts of money or anything of value to any governmental official, employee, or agent where either the payment or the purpose of such contribution, payment, or gift was or is illegal under the U.S. Foreign Corrupt Practices Act of 1977 (as amended) or any comparable laws in other countries which are applicable to the Parties (collectively, "Corruption Laws"). Further, the Parties have not established or maintained any unrecorded fund or asset or made any false or artificial entries on any of its books or records in violation of Corruption Laws.

#### 9.2 Compliance with Economic Sanctions Laws.

The Parties are subject to and comply with all laws, regulations, and orders administered by the United States Treasury Department's Office of Foreign Assets Control or any other governmental authority imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries (including, but not limited to, Iran, Syria, Cuba, North Korea, and Libya), entities, and persons (collectively, "Embargoed Targets"). As such, the Lessor is prohibited from conducting any business, directly or indirectly, with any Embargoed Target.



The Parties covenant and agree that they will comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, the Parties covenant and agree that it will not (i) directly or indirectly export, re-export, transship, transport, or otherwise deliver the Equipment or any item of Equipment to an Embargoed Target or (ii) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

#### 9.3 Licenses and Approvals.

The Parties represent and warrant that they have obtained all necessary approvals, licenses and permits required from any governmental authority which may be required with respect to the Lessee's receipt, importation, delivery, or use of the Equipment.

#### 9.4 Authority of Signatory.

The person signing or otherwise accepting a Lease Order and this Agreement on behalf of the Lessee represents and warrants that he or she is duly authorized and has full legal capacity to execute and deliver this Agreement. The Lessee represents and warrants that the execution or other acceptance of this Agreement and the performance of the Lessee's obligations hereunder have been duly authorized and that this Agreement constitutes the legal, valid, and binding obligation of the Lessee, enforceable in accordance with its terms.