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*Counsel 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*

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

In re:

GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 20-11563 (SCC)  
(Jointly Administered)

**Related Dkt Nos. 1700, 1732,  
1734, 1735**

**RESERVATION OF RIGHTS OF APOLLO  
WITH RESPECT TO DEBTORS' FOURTH MOTION FOR ENTRY OF AN  
ORDER EXTENDING THE EXCLUSIVE PERIODS WITHIN WHICH TO  
FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF**

Apollo Management Holdings, L.P., on behalf of one or more affiliates and/or funds, or separate accounts managed by it and its affiliates, including Alpage Debt Holdings S.á.r.l. (collectively, "Apollo"), as lender under that certain Super-Priority Debtor-in-Possession Term Loan Agreement dated as of November 6, 2020, among Grupo Aeroméxico, S.A.B. de C.V., a debtor and a debtor-in-possession as Borrower, the Guarantors Party Hereto, certain of which are debtors and debtors-in-possession, the DIP Lenders Party Hereto, and UMB Bank National

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

Association, as Administrative Agent and Collateral Agent (the “DIP Credit Agreement”),<sup>2</sup> in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), submits this reservation of rights (the “Reservation of Rights”) with respect to the *Debtors’ Fourth Motion for Entry of an Order Extending the Exclusive Periods Within Which to File a Chapter 11 Plan and Solicit Acceptances Thereof* (ECF No. 1700, the “Exclusivity Motion”), and in response to the Akin Group Reservation of Rights, the Gibson Group Reservation of Rights, and the UCC Reservation of Rights (all as defined below), respectfully states as follows:

### **RESERVATION OF RIGHTS**

1. Under the DIP Credit Agreement, the Debtors are required to provide to the Tranche 2 Lenders “Final Valuation Materials” comprising “updated valuation materials and additional Chapter 11 Plan materials, including the Disclosure Statement, and material exhibits to the Chapter 11 Plan, including precedent transactions, public equity multiples and discounted cash flows,” in a form reasonably acceptable to the Majority Tranche 2 Lenders (*i.e.*, Apollo). DIP Credit Agreement Schedule 2.12 § 4(i). The delivery of the Final Valuation Materials triggers a ten-day window for the Tranche 2 Lenders to indicate whether they will elect to convert their Tranche 2 Loans to equity in the Reorganized Debtors at the lowest value at which reorganized equity is offered to any other party (as defined in the DIP Credit Agreement, the “Equity Conversion Election”). DIP Credit Agreement Schedule 2.12 § 4(ii). Pursuant to an agreement between the Debtors and Apollo, the Final Valuation Materials were due on August 23, 2021.

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the DIP Credit Agreement.

2. On Friday, September 10, 2021, the Debtors delivered to Apollo certain materials (the “September 10 Materials”) relating to an exit financing proposal by several of the Debtors’ unsecured creditors and third-party investors (collectively, the “Commitment Parties”). The Debtors labeled the September 10 Materials as “Final Valuation Materials,” and subsequently issued a press release stating that they had delivered the Final Valuation Materials in compliance with the DIP Credit Agreement.<sup>3</sup>

3. Upon review, Apollo determined that the September 10 Materials were materially deficient, incomplete and were not reasonably acceptable. As a result, Apollo notified the Debtors by letter on September 12 that the September 10 Materials did not satisfy the Debtors’ obligation to provide the Final Valuation Materials required by the DIP Credit Agreement (the “Apollo Letter”).<sup>4</sup> The Apollo Letter also outlined certain of Apollo’s material concerns regarding the proposed transactions with the Commitment Parties, and the proposed chapter 11 plan premised on those proposed transactions.

4. On September 17, 2021, each of the *Reservation of Rights of the Ad Hoc Group of Senior Noteholders with Respect to the Debtors’ Fourth Motion for Entry of an Order Extending the Exclusive Periods Within Which to File a Chapter 11 Plan and Solicit Acceptances Thereof* (ECF No. 1732, the “Akin Group Reservation of Rights”), the *Reservation of Rights of the Ad Hoc Group of Unsecured Claimholders Regarding the Debtors’ Fourth Motion to Extend Their Exclusive Periods* (ECF No. 1734, the “Gibson Group Reservation of Rights”), and the *Supplemental Reservation of Rights of the Official Committee of Unsecured Creditors to*

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<sup>3</sup> See <https://www.prnewswire.com/news-releases/aeromexico-delivers-final-valuation-materials-301373670.html>.

<sup>4</sup> Apollo reserves all rights and defenses in connection with the DIP Credit Agreement, including the ongoing default occurring as a result of the Debtors’ failure to deliver Final Valuation Materials.

*Debtors' Fourth Motion for Entry of an Order Extending the Exclusive Periods Within Which to File a Chapter 11 Plan and Solicit Acceptances Thereof* (ECF No. 1735, the "UCC Reservation of Rights") were filed in the Chapter 11 Cases. Each reservation identifies the Debtors' purported delivery of Final Valuation Materials as a positive step forward in these Chapter 11 Cases. *See* Akin Group Reservation of Rights at ¶ 1; Gibson Group Reservation of Rights at ¶ 2; UCC Reservation of Rights at ¶ 2.

5. In light of those statements, Apollo respectfully submits this Reservation of Rights to clarify that, for reasons articulated in the Apollo Letter and as discussed above, there has been no delivery of Final Valuation Materials, and the period articulated in Schedule 2.12 § 4(ii) with respect to the Equity Conversion Election has therefore not yet begun.

6. In light of the circumstances described above, while Apollo does not oppose entry of an order granting the Exclusivity Motion, Apollo is compelled to file this statement lest the repeated incantation of the refrain that the Final Valuation Materials were duly delivered on September 10 leave this Court with a misimpression about the parties' positions. Apollo reserves all of its rights and defenses.

Dated: September 17, 2021  
New York, New York

Respectfully Submitted,

/s/ Richard J. Cooper

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