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

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In re:	)	
	)	Chapter 11
	)	
GRUPO AEROMÉXICO, S.A.B. de C.V., <i>et al.</i> ,	)	Case No. 20-11563 (SCC)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Ref: Docket No. 1807

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**RESERVATION OF RIGHTS OF PLM TO THE DISCLOSURE STATEMENT FOR  
THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GRUPO  
AEROMÉXICO, S.A.B. DE C.V. AND ITS AFFILIATED DEBTORS**

PLM Premier, S.A.P.I. de C.V. (“**PLM**”), by and through its undersigned counsel, hereby submits this reservation of rights with respect to the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* [Docket No. 1807] (the “**Disclosure Statement**”).<sup>2</sup>

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<sup>1</sup> The debtors and debtors-in-possession (the “**Debtors**”) in the above-captioned jointly-administered chapter 11 cases (the “**Bankruptcy Cases**”), along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) 286676; Aerovías de México, S.A. de C.V. (“**Aerovías**”) 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.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Disclosure Statement.

The Disclosure Statement states that if the Reorganized Debtors assume the Club Premier Agreements, “the Debtors shall pay \$0.00 to PLM in satisfaction of the Debtors’ obligation to cure any defaults under the Club Premier Agreements in accordance with section 365(b)(1)(A) of the Bankruptcy Code.”<sup>3</sup> By contrast, PLM believes that the cure amount necessary to assume the Club Premier Agreements is at least \$7,383,000. PLM reserves all rights and objections with respect to this dispute, as well as with respect to other elements of the Plan and its confirmation.

*[Remainder of page intentionally left blank.]*

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<sup>3</sup> Disclosure Statement, Art. V.F.6 (pp. 118–19).

Dated: October 15, 2021  
New York, NY

*/s/ Michael H. Torkin*

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