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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 FILING OF REVISED ORDER APPROVING (I) SHORTENED NOTICE
AND OBJECTION PERIODS FOR DEBTORS' DISCLOSURE STATEMENT MOTION,
(II) ADEQUACY OF INFORMATION IN THE DISCLOSURE STATEMENT, (III)
SOLICITATION AND VOTING PROCEDURES, (IV) FORMS OF BALLOTS,
NOTICES AND NOTICE PROCEDURES IN CONNECTION THEREWITH AND
(V) CERTAIN DATES WITH RESPECT THERETO**

PLEASE TAKE NOTICE that on October 1, 2021, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Debtors’ Motion to Approve the (I) the Shortened Notice and Objection Periods for Debtors’ Disclosure Statement Motion, (II) Adequacy of Information in the Disclosure Statement, (III) Solicitation and Voting Procedures,*

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.

(IV) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (V) Certain Dates with Respect Thereto [ECF No. 1808] (the “**Solicitation Motion**”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised proposed order to the Solicitation Motion hereto as **Exhibit A** (the “**Revised Proposed Order**”). A blackline comparison of the Revised Proposed Order marked against the proposed order originally filed with the Solicitation Motion (the “**Original Proposed Order**”) is attached as **Exhibit B** hereto.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right to make further changes to the Revised Proposed Order, subject to the terms and conditions thereof.

PLEASE TAKE FURTHER NOTICE a hearing on the Solicitation Motion will be held on December 6, 2021 at 10:00 a.m. (prevailing Eastern Time) (the “**Hearing**”) before the Honorable Judge Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), or at such other time as the Bankruptcy Court may determine.

PLEASE TAKE FURTHER NOTICE that (i) the deadline (the “**Objection Deadline**”) to file and serve objections or responsive pleadings (a “**Response**”) to the Solicitation Motion is **December 1, 2021 at 4:00 p.m. (prevailing Eastern Time)** and (ii) the deadline to file a reply to any Responses filed is **December 4, 2021 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that copies of the Solicitation 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 Bankruptcy Court’s website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: November 29, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

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and Debtors in Possession*

Exhibit A

Revised 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 APPROVING THE (I) SHORTENED NOTICE AND OBJECTION
PERIODS FOR DEBTORS' DISCLOSURE STATEMENT MOTION, (II)
ADEQUACY OF INFORMATION IN THE DISCLOSURE STATEMENT,
(III) SOLICITATION AND VOTING PROCEDURES, (IV) FORMS OF
BALLOTS, NOTICES AND NOTICE PROCEDURES IN CONNECTION
THEREWITH AND (V) CERTAIN DATES WITH RESPECT THERETO**

Upon the motion (the “**Motion**”)² of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) for entry of an order, pursuant to sections 1125, 1126 and 1128 of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2002, 3016, 3017, 3018 and 3020 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 3017-1, 3018-1 and 3020-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), approving, among other things, (a) the adequacy of information in the Disclosure Statement, (b) Solicitation and Voting Procedures, (c) forms of Ballots, notices and notice procedures in connection therewith and (d) certain dates with respect thereto, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and

¹ The Debtors in these cases, along with each Debtor’s registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; 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 or the Plan, as applicable.

1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and 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 the Court having held a hearing to consider the relief requested in the Motion on a final basis (the “**Disclosure Statement Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Disclosure Statement Hearing establish just cause for the relief granted herein; and the Court having determined that the relief requested is in the best interests of the Debtors, their estates, creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.

I. Approval of the Disclosure Statement.

2. The Disclosure Statement is approved as providing holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code, and as otherwise required by applicable law with respect to the Plan.

3. The Disclosure Statement (including all applicable exhibits thereto and the notices provided for herein) provides holders of Claims, holders of Interests and all other parties in interest with sufficient notice of the releases, exculpatory provisions and

injunctions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

4. The Disclosure Statement Hearing Notice filed by the Debtors and served upon parties in interest in these Chapter 11 Cases constituted adequate and sufficient notice of the hearing to consider approval of the Disclosure Statement and the deadline for filing objections to the Disclosure Statement and responses thereto, and is hereby approved.

5. All objections, responses, statements or comments, if any, in opposition to approval of the Disclosure Statement and the relief requested in the Motion that have not otherwise been resolved or withdrawn prior to, or on the record at, the Disclosure Statement Hearing are overruled in their entirety.

II. Approval of the Timeline and Materials for Soliciting Votes.

A. Approval of Key Dates and Deadlines with Respect to the Plan and the Disclosure Statement.

6. The following dates are hereby established (subject to modification as necessary) with respect to the solicitation of votes to accept, and voting on, the Plan (all times prevailing Eastern Time):

Event	Date
Voting Record Date	November 30, 2021
Disclosure Statement Objection Deadline	December 1, 2021, at 4:00 p.m., prevailing Eastern Time
Disclosure Statement Hearing	December 6, 2021, at 10:00 a.m., prevailing Eastern Time

Commencement of Solicitation	One business day after entry of the Order ³
Plan Supplement Filing Deadline	[January 7], 2022
Publication Deadline	[January 7], 2022
Voting Deadline	[January 10], 2022, at [4]:00 p.m., prevailing Eastern Time
Plan Objection Deadline	[January 10], 2022, at [4]:00 p.m., prevailing Eastern Time
Contract Objection Deadline	[January 10], 2022, at [4]:00 p.m., prevailing Eastern Time
Deadline to File Voting Report	[January 13], 2022
Deadline to File the Confirmation Brief and Omnibus Reply to Plan Objections	[January 13], 2022, at [4]:00 p.m., prevailing Eastern Time
Confirmation Hearing Date	[January 17], 2022, at [10]:00 a.m., prevailing Eastern Time

7. The Confirmation Hearing Date and deadlines related thereto may be continued from time to time by the Court or the Debtors without further notice to parties in interest other than such adjournments announced in open Court and/or a notice of adjournment filed with the Court and served on the Debtors' master service list.

8. For reference, and as described in further detail herein, below is a list of the various exhibits cited throughout the Order:

Relevant Document	Exhibit
Solicitation and Voting Procedures	Exhibit 1
Form of Ballots	Exhibit 2A, 2B and 2C
Notice of Non-Voting Status to Holders of Unimpaired Claims	Exhibit 3
Notice of Non-Voting Status to Holders of Disputed Claims	Exhibit 4

³ The Claims and Solicitation Agent (as defined below) will use all practicable means to complete the emailing and mailing, as applicable, of the Solicitation Packages as soon as possible.

Notice of Non-Voting Status to Holders of Customer Claims	Exhibit 5
Plan Summary	Exhibit 6
Notice of Mexican Brokerage Requirement	Exhibit 7
Confirmation Hearing Notice	Exhibit 8
Plan Supplement Notice	Exhibit 9
Assumption and Assumption and Assignment Notice	Exhibit 10
Rejection Notice	Exhibit 11
Publication Notice	Exhibit 12
Election Notice	Exhibit 13

B. Approval of the Form of, and Distribution of, Solicitation Packages to Parties Entitled to Vote on the Plan.

9. The Solicitation Packages are approved.
10. In accordance with Bankruptcy Rule 3017(d), the Solicitation Packages shall contain:

- a. With respect to the holders of Claims in the Voting Classes⁴, the Solicitation Packages to be transmitted starting on the Solicitation Deadline to those holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date shall include the following, the form of each of which is hereby approved:
 - i. The Confirmation Hearing Notice in substantially the form attached hereto;
 - ii. The applicable Ballot or Master Ballot, in substantially the applicable forms of Ballot attached hereto, including a prepaid, preaddressed return envelope; and
 - iii. The Plan Summary in substantially the form attached hereto;

⁴ “**Voting Classes**” means Holders of claims in following classes: 3(a), 3(b), 3(c), 3(d), 3(e), 4(b), 4(c) and 4(d).

- iv. A copy of the Order (without exhibits other than the Solicitation and Voting Procedures), as entered by the Court; and
- v. The Disclosure Statement, as approved by the Court (with all exhibits annexed thereto); and
- b. With respect to holders of Claims in the Non-Voting Classes⁵ (the “**Non-Voting Status Notice Package**”):
 - i. The Confirmation Hearing Notice;
 - ii. The Plan Summary;
 - iii. The applicable Notice of Non-Voting Status; and
 - iv. For certain Holders of Customer Claims, the Voucher Election Form⁶; and
- c. With respect to the U.S. Trustee, a copy of each document contained in each version of the Solicitation Packages, which may include non-customized Ballots and a non-customized Notice of Non-Voting Status; and
- d. Any additional documents that the Court has ordered to be included in hard-copy format.

11. The Solicitation Packages provide the holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code and the Local Rules.

12. The Debtors shall distribute Solicitation Packages to all holders of Claims in the Voting Classes who are entitled to vote on the Plan starting on the Solicitation

⁵ “**Non-Voting Classes**” means Holders of Claims in following classes 1, 2, 4(a) and 5 and any Holder of a Disputed Claim; *provided*, however, that notwithstanding that Holders of Intercompany Claims and Interests and Interests in Grupo Aeroméxico are classified within non-voting classes, they are not captured in this definition because they are not receiving the Non-Voting Status Notice Package.

⁶ “**Voucher Election Form**” means the form attached as Schedule 1 to the Customer Claims Procedures, which are attached as Exhibit 1 the proposed *Order (I) Authorizing the Debtors to (A) Continue Honoring Prepetition Obligations to Customers and Related Third Parties in Accordance with the Customer Programs Order and the Customer Claims Procedures and (B) Otherwise Continue Their Customer Programs and (II) Approving the Customer Claims Procedures* [ECF No. 1997].

Deadline or as soon thereafter as reasonably practicable; provided, further that in lieu of printing and mailing or emailing the Order, Disclosure Statement and the Plan to Holders of Claims in the Voting Classes, the Debtors are authorized to provide instructions as part of the Ballots and the Confirmation Hearing Notice that discuss how to access these documents through the Case Website. Such service starting on the Solicitation Deadline shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

13. The Debtors are authorized, but not directed, to make available on the case website copies of the Solicitation Packages and the Non-Voting Status Notice Packages.

14. The Debtors are authorized, but not directed, to distribute the Solicitation Packages to Holders of Claims entitled to vote on the Plan by regular mail or electronic mail, where such Holder has provided an electronic mail address, unless not otherwise practicable. The Debtors are further authorized to distribute the Ballots, which will contain instructions detailing how to access electronic versions or request hard copies of the documents within the Solicitation Packages, in paper format.

15. The Debtors are authorized to distribute the Non-Voting Status Notice Packages to Holders of Claims not entitled to vote on the Plan by either regular mail or electronic mail where such Holder has provided an electronic mail address.

16. Any party entitled to vote on the Plan that has not provided an electronic mail address may request to receive paper copies of the Plan, Disclosure Statement, the Order and the Solicitation and Voting Procedures from the Claims and Solicitation Agent at no cost to such party.

17. The Claims and Solicitation Agent is authorized to assist the Debtors in (a) distributing the Solicitation Package; (b) receiving, tabulating and reporting on Ballots cast to accept or reject the Plan by holders of Claims against the Debtors; (c) responding to inquiries from holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan; (d) soliciting votes on the Plan; (e) providing additional notices to the Holders of Senior Notes Claims and/or the Equity Financing Commitment Parties, including (without limitation) the form of notice (the “**Election Notice**”) attached hereto as **Exhibit 13**, which shall be distributed at a time determined by the Debtors and the Noteholder Investors, but no later than one business day after the entry of the Confirmation Order, and otherwise in manner and form as agreed to by the Debtors and the Noteholder Investors; and (f) if necessary, contacting creditors regarding the Plan or as soon as practicable thereafter.

18. The Claims and Solicitation Agent is authorized to accept Master Ballots via encrypted email or other secured method of electronic communication.

19. The Claims and Solicitation Agent is authorized to accept the Individual Ballots via electronic submission through a customized online balloting portal on the Debtors’ case website. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner, and the creditor’s electronic signature will be deemed to be immediately legally valid and effective. Ballots submitted via the customized online balloting portal shall be

deemed to contain an original signature. Ballots submitted electronically other than through the customized online balloting portal will not be counted.

C. Approval of the Confirmation Hearing Notice and the Publication Notice.

20. The Confirmation Hearing Notice and the Publication Notice, substantially in the forms attached hereto as **Exhibit 8** and **Exhibit 12**, respectively, comply with the requirements of applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and are approved in all respects. The Confirmation Hearing Notice shall be served upon all known holders of Claims and the parties on the Debtors' master service list (regardless of whether such parties are entitled to vote on the Plan) starting by no later than the Solicitation Deadline. No later than the Plan Supplement Filing Deadline, the Debtors shall publish the Publication Notice, substantially in the form attached hereto as **Exhibit 12**, once in each of *The Wall Street Journal*, *The New York Times* and the Mexican national edition of *El Economista*. The Confirmation Hearing Notice and the Publication Notice provide Holders of Claims and/or Interests and all parties in interest in the Chapter 11 Cases with sufficient notice of, among other things, the releases, exculpatory provisions, and injunctions, as set forth in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

D. Approval of Notice of Filing of the Plan Supplement.

21. The Debtors are authorized to send notice of the filing of the Plan Supplement, substantially in the form attached hereto as **Exhibit 9**, on the date that the Debtors file the Plan Supplement (which will be filed and served at least two calendar days prior to the Plan Objection Deadline) or as soon as practicable thereafter.

E. Approval of the Form of Notices to Non-Voting Classes.

22. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Solicitation Packages to holders of in Non-Voting Classes, as such holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Deadline, the Claims and Solicitation Agent shall send a Non-Voting Status Notice Package, the form of each of which is hereby approved, in lieu of Solicitation Packages, with no further notice necessary or required, to certain of those parties, outlined below, who are not entitled to vote on the Plan:

- a. ***Unimpaired Claims—Conclusively Presumed to Accept.*** Holders of Claims in Classes 1, 2, 4(a) and 5 are not impaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan. As such, holders of such Claims will receive the applicable Notice of Non-Voting Status applicable in lieu of a Solicitation Package.
- b. ***Disputed Claims.*** (i) Holders of Claims that are subject to a pending objection or motion that seeks to disallow and/or expunge, or provides for the withdrawal of, their Claim(s) will receive the applicable Non-Voting Status Notice Package in lieu of a Solicitation Package and (ii) Holders of Claims that are subject to a pending objection or motion by the Debtors that seeks to establish, reduce, modify, and/or reclassify their Claim(s) will receive the applicable Solicitation Package, in each case, except as otherwise provided in a stipulation, settlement, or other agreement filed by the Debtors or as ordered by the Court at least two (2) days prior to the Voting Deadline, including pursuant to an order of any Rule 3018 motion filed regarding such Claim

23. The Debtors are also not required to send Solicitation Packages or other solicitation materials to: (a) holders of Claims that have already been paid in full during the Chapter 11 Cases or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (b) any party to whom the Disclosure Statement Hearing Notice was sent but was subsequently returned as undeliverable.

F. Approval of the Form of Plan Summary

24. The Plan Summary substantially in the form attached hereto as **Exhibit 6** is approved and the Debtors are authorized to send such Plan Summary to all holders of Claims. The Plan Summary will be provided in English and Spanish and will describe only the most salient features of the Plan. The Plan Summary will be provided along with the Plan and Disclosure Statement, as applicable, and is qualified by the provisions of the Plan in all respects; however, it is being distributed to minimize the cost and translation risks associated with translating the Plan into Spanish.

G. Approval of Notice of Mexican Brokerage Requirement

25. The Notice of Mexican Brokerage Requirement substantially in the form attached hereto as **Exhibit 7** is approved and the Debtors are authorized, but not directed, to send such Notice of Mexican Brokerage Requirement, if applicable, as part of the Solicitation Package.

H. Approval of Notices in Respect of Executory Contracts and Unexpired Leases.

26. The Assumption Notice, substantially in the form attached hereto as **Exhibit 10**, and the Rejection Notice, substantially in the form attached hereto as **Exhibit 11** (collectively, the “**Contract Notices**”) are approved; *provided, further* that up to and including the Effective Date, the Debtors may assume, assume and assign or reject an executory contract or unexpired lease pursuant to the assumption and rejection procedures (the “**Assumption and Rejection Procedures**”) approved pursuant to an order previously entered by this Court.

27. At least twenty-one (21) days prior to the Confirmation Hearing, the Debtors shall serve or cause to be served, the Contract Notices, as applicable, on known counterparties to executory contracts and unexpired leases subject thereto.

28. Service of the Contract Notices as set forth herein shall be deemed good and sufficient notice of, among other things, the proposed rejection, assumption, or assumption and assignment of executory contracts and unexpired leases of the Debtors (including the proposed Cure Amounts related thereto and the release and satisfaction of any Claims or defaults arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption or assumption and assignment upon the satisfaction thereof), the amendment of contracts in connection with assumption or assignment pursuant to Article VII of the Plan, and the procedures for objecting thereto, and no other or further notice is necessary.

29. Any objection by a counterparty to the proposed treatment of any executory contract or unexpired lease as set forth in the Plan or the Contract Notices (as applicable), or any other matter pertaining thereto must be asserted pursuant to the procedures set forth in the applicable Assumption Notice or the Rejection Notice by the Contract Objection Deadline, and shall be heard by the Bankruptcy Court at the Confirmation Hearing or at such other date and time as may be fixed by the Court. Any counterparty to an executory contract or unexpired lease who does not timely file and serve an objection by the Contract Objection Deadline pursuant to procedures set forth in the Assumption Notice and the Rejection Notice (as applicable), shall be deemed to have assented to the treatment of such contract or lease on the terms set forth in the Plan and the Contract Notices (as applicable).

30. The Debtors are authorized, but not directed, to alter, amend, modify or supplement the Schedule of Assumed Contracts and/or the Schedule of Rejected Contracts and to assume, assume and assign or reject executory contracts and unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date, within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

III. Approval of the Solicitation and Voting Procedures.

31. The Debtors are authorized to solicit, receive and tabulate votes to accept or reject the Plan in accordance with the Solicitation and Voting Procedures attached hereto as **Exhibit 1**. The procedures set forth herein, in the Solicitation and Voting Procedures set forth in **Exhibit 1** and in materials for soliciting votes approved hereby, including, without limitation, the proposed procedures for the temporary disallowance of Claims for the purpose of voting to accept or reject the Plan, and the establishment of the Voting Record Date, provide for a fair and equitable process and are consistent with section 1126 of the Bankruptcy Code, Bankruptcy Code Rule 3018 and the Local Rules, and are hereby approved in their entirety.

IV. Approval of the Plan Objection Procedures

32. The procedures set forth in the Motion regarding the filing of objections or responses to the Plan provide due, proper and adequate notice, comport with due process, comply with Bankruptcy Rules 2002, 3017 and 3020 and Local Rule 3020-1, and are hereby approved.

33. Objections and responses, if any, to confirmation of the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and

the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted pro hac vice, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (d) be served in accordance with the Order Establishing Certain Notice, Case Management, and Administrative Procedures, entered on July 8, 2020 [Docket No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attention: Timothy Graulich, Stephen D. Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Brett Miller, Todd Goren, Craig Damast and Debra Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attention: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured

claimholders, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the U.S. Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014, Attention: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

34. Objections to confirmation of the Plan that are not timely filed, served and actually received in the manner set forth above and in the Confirmation Hearing Notice shall not be considered unless otherwise agreed by the Debtors or determined by the Court.

35. The Debtors are authorized to file and serve replies or an omnibus reply to any such objections along with their brief in support of confirmation of the Plan either separately or by a single, consolidated reply on or before the Reply Deadline. In addition, any party in interest may file and serve a statement in support of confirmation of the Plan and/or a reply to any objections to confirmation of the Plan by the Reply Deadline.

V. Amendments and General Provisions.

36. The Debtors are authorized to make non-substantive modifications to the

Disclosure Statement, Plan, Confirmation Hearing Notice, Solicitation Packages, Notices of Non-Voting Status, Ballots, Publication Notice, Solicitation and Voting Procedures, Plan Supplement Notice, Notice of Mexican Brokerage Requirement, Contract Notices, and related documents without further orders of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan and any other materials in the Solicitation Packages before distribution.

37. The Debtors are authorized, but not directed, to provide the Confirmation Hearing Notice, Ballots, Plan Summary, Notices of Non-Voting Status and any other solicitation documents to Holders of Claims in Spanish.

38. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

39. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

40. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

41. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Solicitation and Voting Procedures

**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)

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE THAT on [●], 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”), (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”); (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the “**Disclosure Statement**”)² as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

A. The Voting Record Date.

The Court has approved [**November 30], 2021** as the record date for purposes of determining which holders of Claims in Classes 3(a), 3(b), 3(c), 3(d), 3(e), 4(b), 4(c) and 4(d) are entitled to vote on the Plan (the “**Voting Record Date**”).

B. The Voting Deadline.

The Court has approved [**January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time** as the voting deadline (the “**Voting Deadline**”) for the Plan. The Debtors may extend the Voting Deadline, in their discretion, without further order of the Court.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

To be counted as votes to accept or reject the Plan, votes must be submitted on an appropriate ballot (each, a “**Ballot**”) or Master Ballot (as defined below) and delivered so that the Ballot or Master Ballot is **actually received**, in any case, no later than the Voting Deadline (as may be extended from time to time) by Epiq Corporate Restructuring, LLC (the “**Claims and Solicitation Agent**”). The procedures governing the submission of your vote depend on the class of your voting Claim. Therefore, please refer to your specific Ballot for instructions on the procedures to follow in order to submit your vote properly.

C. Form, Content, and Manner of Notices.

1. The Solicitation Package.

The following materials shall constitute the solicitation package (the “**Solicitation Package**”):

- i. With respect to holders of Claims in the Voting Classes:
 - (i) The *Notice of Hearing to Consider Confirmation of the Joint Plan of Reorganization Filed by the Debtors and Related Voting and Objection Deadlines*, in substantially the form annexed as **Exhibit 8** to the Order (the “**Confirmation Hearing Notice**”);
 - (ii) The applicable Ballot, in substantially the form of Ballot annexed as **Exhibit 2A**, **Exhibit 2B** or **Exhibit 2C** (as applicable) to the Order, including a prepaid, preaddressed return envelope;
 - (iii) The Plan Summary;
 - (iv) the Disclosure Statement with all exhibits thereto; and
 - (v) the Order (without exhibits other than the Solicitation and Voting Procedures);
- ii. With respect to holders of Claims in the Non-Voting Classes (or Claims in Voting Classes that, as of the deadline set forth in the Order, are subject to a pending objection or otherwise deemed not entitled to vote on the Plan):
 - (i) The Confirmation Hearing Notice;
 - (ii) The Plan Summary;
 - (iii) The applicable Notice of Non-Voting Status; and

- (iv) For certain Holders of Customer Claims, the Voucher Election Form;³
- iii. With respect to the U.S. Trustee: a copy of each document contained in each version of the Solicitation Packages, which may include non-customized Ballots and a non-customized Notice of Non-Voting Status; and
- iv. Any additional documents that the Court has ordered to be included in hard copy format.

2. Distribution of the Solicitation Package.

The Solicitation Package shall consist of electronic copies of all materials except the Ballots. Any party that receives the materials in electronic format but would prefer paper format may contact the Claims and Solicitation Agent by: (a) visiting the Debtors' Case Information Website located at <https://dm.epiq11.com/case/aeromexico>; (b) calling the Debtors' Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.); and/or (c) emailing the Debtors' Claims and Solicitation Agent at aeromexicoinfo@epiqglobal.com.

The Debtors shall serve, or cause to be served, all of the materials in the Solicitation Package (excluding the customized Ballots and customized Notice of Non-Voting Status) on the U.S. Trustee and all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. In addition, the Debtors shall send the Solicitation Package to all holders of Claims in the Voting Classes who are entitled to vote [one business day after entry of the Order] or as soon as reasonably practicable as described in Section D herein.

To avoid duplication and reduce expenses, the Debtors will use reasonable efforts to ensure that any holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against that Debtor. Whether two or more Claims are duplicative will be left to the sole discretion of the Debtors and their professionals, and the Claims and Solicitation Agent is authorized to take instruction from the Debtors and their professionals to mark all except the latest filed among such Claims as duplicative (and therefore not entitled to receive a Solicitation Package and/or to vote) irrespective of whether an objection has been filed identifying such Claims as duplicative. Additionally, for purposes of serving the Solicitation Packages, the Debtors may rely on the address information for Voting and Non-Voting Classes as compiled, updated and maintained by the Claims and Solicitation Agent as of the Voting Record Date. The

³ **"Voucher Election Form"** means the form attached as Schedule 1 to the Customer Claims Procedures, which are attached as Exhibit 1 the proposed Order (I) *Authorizing the Debtors to (A) Continue Honoring Prepetition Obligations to Customers and Related Third Parties in Accordance with the Customer Programs Order and the Customer Claims Procedures and (B) Otherwise Continue Their Customer Programs and (II) Approving the Customer Claims Procedures* [ECF No. 1997].

Debtors and the Claims and Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including Ballots).

3. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain holders of Claims that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive the *Notice of Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan*, substantially in the form annexed as **Exhibit 3** to the Order (the “**Unimpaired Notice of Non-Voting Status**”). Certain holders of Claims and Interests that are subject to a pending objection by the Debtors that seeks to disallow and/or expunge, or provide for the withdrawal of, their Claim(s), and who are not entitled to vote such Claim, will receive the *Notice of Non-Voting Status With Respect to Disputed Claims*, substantially in the form annexed as **Exhibit 4** to the Order (the “**Disputed Notice of Non-Voting Status**”). Holders of Customer Claims will receive the *Notice of Non-Voting Status to Holders of Customer Claims*, substantially in the form annexed as **Exhibit 5** to the Order (the “**Customer Claims Notice of Non-Voting Status**” and, together with the Unimpaired Notice of Non-Voting Status and the Disputed Notice of Non-Voting Status, the “**Notices of Non-Voting Status**”).

The Notices of Non-Voting Status will, among other things, instruct such Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots) and how to opt into the third party releases set forth in Article VIII, Section 8.7 of the Plan. Each party that receives a Notice of Non-Voting Status will also receive a Confirmation Hearing Notice and Plan Summary, and certain Holders of Customer Claims will also receive the Voucher Election Form.

4. Notices in Respect of Executory Contracts and Unexpired Leases

Counterparties to Executory Contracts and Unexpired Leases that receive a *Notice of (A) Executory Contracts and Unexpired Leases to be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith* (the “**Assumption Notice**”) or a *Notice Regarding Executory Contracts and Unexpired Leases to Be Rejected Pursuant to the Plan* (the “**Rejection Notice**”) substantially in the forms attached as **Exhibit 10** and **Exhibit 11** to the Order, respectively, may file an objection to the Debtors’ proposed assumption and/or rejection, as applicable, and cure amounts, if applicable. Such objections must be filed with the Court by **[January 10], 2022 at [4]:00 p.m., prevailing Eastern Time** and served as set forth in the Assumption Notice or Rejection Notice, as applicable. Notwithstanding the foregoing, the Debtors are permitted to also utilize any assumption or rejection procedures approved by the Court to reject, assume or assume and assign (as applicable) any Executory Contract or Unexpired Lease up to and including the Effective Date. In each case and for the avoidance of doubt, a holder will only be entitled to receive a Solicitation Package on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date.

D. Establishing Claim Amounts for Voting Purposes and Allowance and Disallowance of Claims for Tabulation Purposes.

A claimant who holds a Claim in a Voting Class is nonetheless not entitled to vote to the extent that:

- i. such claimant's Claim has been disallowed, expunged, superseded, disqualified, or suspended;
- ii. such claimant's Claim is listed on the Schedules filed by the Debtors as "disputed," "contingent," or "unliquidated" and such claimant did not timely file a Proof of Claim with respect to such Claim;
- iii. such claimant's Claim was filed for \$0.00; or
- iv. such claimant's Claim is subject to an objection, subject to the procedures set forth below.

Solely for the purpose of voting, each Claim within the Voting Classes is temporarily allowed in an amount equal to the liquidated, noncontingent, and undisputed amount of such Claim set forth in the Schedules⁴ or Proof of Claim⁵, as applicable, subject to the following exceptions:

- i. If a Claim is deemed Allowed⁶ under the Plan, such Claim is allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- ii. If a Proof of Claim was timely filed in an amount that is wholly liquidated, noncontingent, and undisputed, such Claim is temporarily allowed for voting purposes only in the amount set forth on the Proof of Claim, unless such Claim is a Disputed Claim (as defined below);
- iii. If a Claim for which a Proof of Claim has been timely filed is wholly contingent, unliquidated, or disputed (based on the face of such Proof of Claim or as determined upon the review of the Debtors), such Claim is accorded one (1) vote and valued at One Dollar (\$1.00) for voting purposes

⁴ "**Schedules**" means the schedules of assets and liabilities, statements of financial affairs, lists of Holders of Claims and Interests and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court.

⁵ "**Proof of Claim**" means a proof of claim filed by a Holder of a Claim in accordance with the Bar Date Order.

⁶ "**Allowed**" means all or that portion, as applicable, of any Claim or Interest against any Debtor (a) that has been listed by the Debtors in the Schedules, as such Schedules may be amended by the Debtors from time to time, as liquidated in amount and not Disputed or Contingent, and for which no contrary or superseding Proof of Claim has been filed, (b) that has been expressly allowed by Final Order or under the Plan, (c) that has been compromised, settled or otherwise resolved pursuant to the Claims Objection and Settlement Procedures Order, another Final Order of the Bankruptcy Court or Section 6.2 of the Plan, or (d) that the Debtors do not timely object to in accordance with Section 6.1 of the Plan; *provided, however*, that Claims allowed solely for the purpose of voting to accept or reject the Plan shall not be considered "Allowed Claims" for any other purpose under the Plan or otherwise, except if and to the extent otherwise determined to be Allowed as provided herein.

only, and not for purposes of allowance or distribution, unless such Claim is a Disputed Claim;

- iv. If a Claim is listed on a timely filed Proof of Claim as contingent, unliquidated, or disputed in part, such Claim is temporarily allowed in the amount that is liquidated, noncontingent and undisputed, unless such Claim is a Disputed Claim;
- v. Subject to subparagraphs ix-x below, if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court on or before the Voting Deadline, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only; provided that nothing in the Solicitation and Voting Procedures shall limit in any way the effect of any order allowing a Claim for purposes of distribution and allowance;
- vi. Any claimant who has filed or purchased Claims within the same Class relating to the same purported liability (“**Duplicate Claims**”) (based on the reasonable determination of the Debtors) will be provided with only one (1) Solicitation Package and one (1) Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such Duplicate Claim;⁷
- vii. Each claimant who holds or has filed more than one (1) non-Duplicate Claim within a particular Class shall be treated as if such claimant has only one (1) Claim in such Class in the aggregate dollar amount of such Claims;
- viii. If a Proof of Claim has been validly amended by a later Proof of Claim (an “**Amended Claim**”) that is filed on or prior to the Voting Record Date, the later filed amending Claim shall entitle the holder of such Claim to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such earlier filed Claim. Except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;⁸
- ix. If a Claim is subject to an objection or motion that is filed with the Court on or prior to five (5) days prior to the Voting Deadline (such claim, a “**Disputed Claim**”) and seeks to disallow and/or expunge, or provides for the withdrawal of, such Claim, such Disputed Claim is temporarily disallowed for voting purposes, except as otherwise provided in a stipulation, settlement, or other agreement filed by the Debtors or as ordered

⁷ The Debtors reserve their right to object to duplicate Claims on the basis that any such Claim is a duplicate Claim or on any other grounds that the Debtors discover or elect to pursue at a later time.

⁸ The Debtors reserve their right to object to Amended Claims on the basis that any such Claim is an Amended Claim or on any other grounds that the Debtors discover or elect to pursue at a later time.

by the Court at least two (2) days prior to the Voting Deadline, including pursuant to an order of any Rule 3018 motion filed regarding such Claim; *provided* that if a Claim is subject to a pending objection or motion by the Debtors that seeks to establish, reduce, modify, and/or reclassify their Claim(s), then the Debtors may direct the Claims and Solicitation Agent that such Claim is temporarily allowed for voting purposes in the established, reduced, or modified amount and/or as reclassified, except as otherwise provided in a stipulation, settlement, or other agreement filed by the Debtors or as may be otherwise ordered by the Court at least two (2) days prior to the Voting Deadline; and

- x. The Debtors shall not be required to send Solicitation Packages to creditors whose Claims (a) are based solely on amounts scheduled by the Debtors that have already been paid in the full scheduled amount or (b) have been scheduled in a wholly unliquidated, contingent, or disputed amount and with respect to which such creditor did not timely file a Proof of Claim.

E. Return of Ballots.

- i. Votes to accept or reject the Plan will be counted only if such votes are included on a valid Ballot (or Master Ballot, as applicable) properly executed, completed, and delivered to the Claims and Solicitation Agent so that such Ballot (or Master Ballot, as applicable) is **actually received** by the Claims and Solicitation Agent no later than the Voting Deadline;
- ii. In addition to accepting hard copy Ballots via first-class mail, overnight courier, or hand delivery, the Claims and Solicitation Agent will accept Ballots, but not Master Ballots or Beneficial Holder Ballots, submitted via an online balloting portal (“**E Ballots**”) accessible at the Debtors’ chapter 11 case website (<https://dm.epiq11.com/case/aeromexico>);⁹ and

F. Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors’ right to waive any of the below specified requirements for completion and submission of Ballots, so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:

- i. Except as otherwise provided in the Solicitation and Voting Procedures, unless the Ballot being furnished is timely submitted to the Claims and Solicitation Agent on or prior to the Voting Deadline (as the same may be extended in the discretion of the Debtors), the Debtors shall reject such

⁹ The encrypted Ballot data and audit trail created by such online submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed immediately legally valid and effective.

Ballot as invalid and, therefore, shall not count it in connection with Confirmation of the Plan;

- ii. The Claims and Solicitation Agent will date-stamp all Ballots when received. The Claims and Solicitation Agent shall retain the original Ballots and an electronic copy of the same for a period of one year after the Effective Date of the Plan and thereafter may discard such original Ballots, unless otherwise ordered by the Court or requested by the Debtors. The Claims and Solicitation Agent shall tabulate Ballots on a Debtor-by-Debtor basis;
- iii. Consistent with the requirements of Local Rule 3018-1, the Debtors will file with the Court, on or before **January 13, 2022** or as soon as practicable thereafter, a certification of votes (the “**Voting Report**”). The Voting Report shall, among other things, certify to the Court in writing the amount and number of Allowed Claims of each Class accepting or rejecting the Plan, and delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or electronic mail (in instances where submission by email is not permitted), or damaged (“**Irregular Ballots**”). The Voting Report shall indicate the Debtors’ intentions with regard to each such Irregular Ballot. The Voting Report shall be served upon the Creditors’ Committee and the U.S. Trustee;
- iv. The method of delivery of Ballots to be sent to the Claims and Solicitation Agent is at the election and risk of each holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Claims and Solicitation Agent actually receives the executed Ballot;
- v. Delivery of a Ballot to the Claims and Solicitation Agent by facsimile, or any electronic means other than as an E-Ballot or as otherwise expressly provided in these Solicitation and Voting Procedures (including with respect to Master Ballots) will not be valid;
- vi. No Ballot should be sent to the Debtors, the Debtors’ agents (other than the Claims and Solicitation Agent), the Debtors’ financial or legal advisors, or the Court, and if so sent, and not otherwise properly and timely delivered to the Claims and Solicitation Agent, will not be counted;
- vii. Except as described in Section G below, if multiple Ballots are received from the same holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received by the Claims and Solicitation Agent will be deemed to reflect that holder’s intent and will supersede and revoke any prior Ballot;

- viii. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot, other than a Master Ballot, that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes;
- ix. Any person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of Claims must indicate such capacity when signing;
- x. The Debtors, subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;
- xi. Neither the Debtors, the Claims and Solicitation Agent, nor any other Entity, will be under any duty to provide notification to any party of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;
- xii. Unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;
- xiii. In the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;
- xiv. Subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the reasonable opinion of the Debtors and the Creditors' Committee, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;
- xv. Neither the Debtors, the Debtors' professionals, nor the Claims and Solicitation Agent shall be obligated to coordinate with voters to cure any Irregular Ballots;
- xvi. If a Claim has been estimated or otherwise Allowed for voting purposes only by order of the Court, stipulation or settlement, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court

for voting purposes only, and not for purposes of allowance or distribution under the Plan;

- xvii. If an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;
- xviii. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of such Claim; (ii) any Ballot cast by any Entity that does not hold a Claim in a Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed; (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, a Ballot cast via the Claims and Solicitation Agent's online "E-Balloting" portal or via an executed Master Ballot will be deemed to contain an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein;
- xix. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors; and
- xx. The Debtors are authorized to enter into a stipulation with the holder of any Claim agreeing to the amount of a Claim for voting purposes.

G. Master Ballot Solicitation, Voting and Tabulation Procedures.

In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to Beneficial Holders of Claims in Class 3(a) who hold and therefore will vote their position through a Nominee.¹⁰ The requirements and procedures set forth in this Section G and in the Master Ballot include:

- a. the Claims and Solicitation Agent shall distribute or cause to be distributed to the Nominees the appropriate number of (i) Solicitation Packages for each Beneficial Holder represented by the Nominee as of the Voting Record Date, which will contain copies of Ballots for each Beneficial Holder (a "**Beneficial Holder Ballot**") and (ii) a master ballot (the "**Master Ballot**");
- b. each Nominee shall immediately, and in any event within five Business Days after its receipt of the Solicitation Packages commence the solicitation of votes from its Beneficial Holder clients through one of the following two methods:

¹⁰ "**Nominee**" means any broker, dealer, commercial loans institution, financial institution, common representative or other nominee in whose name securities are registered or held of record on behalf of a Beneficial Holder.

- i. distribute to each Beneficial Holder the Solicitation Package along with a Beneficial Holder Ballot, voting information form (“**VIF**”) and/or other customary communication, which may include a meeting of the Beneficial Holders, used to collect voting information from its Beneficial Holder clients along with instructions to the Beneficial Holder to return its vote to the Nominee in a timely fashion; or
 - ii. distribute to each Beneficial Holder the Solicitation Package along with a “pre-validated” Ballot (a “**Pre-Validated Beneficial Ballot**”) signed by the Nominee and including the Nominee’s DTC participant number, the Beneficial Holder’s account number, and the amount of Claims held by the Nominee for such Beneficial Holder with instructions to the Beneficial Holder to return its Pre-Validated Beneficial Ballot to the Claims and Solicitation Agent in a timely fashion;
- c. each Nominee shall compile and validate the votes and other relevant information of all such Beneficial Holders on the Master Ballot in a manner that is consistent with such Nominee’s past practice and/or legal obligations; and transmit the Master Ballot (*along with copies of each corresponding Beneficial Ballot, if applicable*) to the Solicitation Agent on or before the Voting Deadline;
- d. Nominees that submit Master Ballots must keep the original Beneficial Holder Ballots, VIFs, or other communication used by the Beneficial Holder to transmit its vote for a period of one year after the Effective Date of the Plan;
- e. Nominees that pre-validate Beneficial Holder Ballots must keep a list of Beneficial Holders for whom they pre-validated a Ballot along with copies of the pre-validated Ballots for a period of one year after the Effective Date of the Plan;
- f. the Claims and Solicitation Agent will not count votes of Beneficial Holders unless and until they are included on a valid and timely Master Ballot or a valid and timely Pre-Validated Beneficial Ballot;
- g. if a Beneficial Holder holds Claims through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder must vote consistently and execute a separate Beneficial Holder Ballot for each block of Senior Notes or Unsecured CEBURES that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;

- h. votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in the applicable Voting Class, as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Interests held by such Nominee as of the Voting Record Date;
- i. if conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Claims and Solicitation Agent will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in the applicable Voting Class;
- j. a single Nominee may complete and deliver to the Claims and Solicitation Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots submitted by a single Nominee are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee or more than one Pre-Validated Beneficial Ballot to the Claims and Solicitation Agent, (i) the latest received Beneficial Holder Ballot or Pre-Validated Beneficial Ballot received before the submission deadline imposed by the nominee or the Voting Deadline, respectively, shall be deemed to supersede any prior Beneficial Holder Ballot or Pre-Validated Beneficial Ballot, as applicable, submitted by the Beneficial Holder, and (ii) the Nominee shall complete the Master Ballot accordingly; and
- k. the Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Beneficial Holder Ballot and other enclosed materials to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any Nominee or other person for soliciting Beneficial Holder Ballot with respect to the Plan.

H. Equity Commitment Party Consideration Election

Pursuant and subject to the terms of the confirmed Plan, Equity Financing Commitment Parties that are Holders of Aerovías and Grupo Aeroméxico Recourse Claims (each an “**Eligible Electing Party**” and collectively, the “**Eligible Electing Parties**”) have the option (the “**Equity Commitment Party Consideration Election**”), on account of such Holder’s Equity Commitment, to receive Cash consideration from the Unsecured Creditor Cash Distribution or the Grupo Aeroméxico New Stock Allocation or a combination of Cash and New Stock.

All Eligible Electing Parties, except for Holders of the Senior Notes Claims, shall make any Equity Commitment Party Consideration Election on their Ballot. Whereas, Eligible Parties that are Holders of the Senior Notes Claims shall make any Equity Commitment Party Consideration Election via a separate notice (the “**Election Notice**”). Eligible Electing Parties should make an election on each Ballot and Election Notice received. The Election Notice shall be sent to Beneficial Holders and their Nominees, as applicable, and as provided for in the Order. The Election Notice is being used instead of the Ballots for the Holders of the Senior Notes Claims because the Senior Notes are publicly traded and held through DTC. If an Eligible Electing Party does not duly make an election to receive Cash or New Stock or a combination of Cash and New Stock, either on a Ballot or Election Notice, then such Holder will receive New Stock pursuant to the terms of the Plan. Further, if the Unsecured Creditor Cash Distribution would be oversubscribed, then Eligible Electing Parties electing Cash will receive on account of their Claim their Pro Rata share of the available Unsecured Creditor Cash Distribution and the remainder from the Grupo Aeroméxico New Stock Allocation.

I. Amendments to the Plan and Solicitation and Voting Procedures.

The Debtors reserve the right to make non-substantive modifications to the Disclosure Statement, Plan, Confirmation Hearing Notice, Solicitation Packages, Notices of Non-Voting Status, Ballots, Solicitation and Voting Procedures, Plan Supplement Notice, Notice of Mexican Brokerage Requirement, Assumption and Rejection Notices, and related documents without further orders of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan and any other materials in the Solicitation Packages before distribution.

Exhibit 2A

Form of Individual Ballot

**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)

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
GRUPO AEROMÉXICO, S.A.B. DE C.V. AND ITS AFFILIATED DEBTORS**

CLASS [•]: [CLASS NAME] CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THIS BALLOT.**

**THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO
BE ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, LLC
("EPIQ" OR THE "CLAIMS AND SOLICITATION AGENT") BY [4]:00 P.M.
(PREVAILING EASTERN TIME) ON [JANUARY 10], 2022 (THE "VOTING
DEADLINE").**

The Claims and Solicitation Agent, on behalf of Grupo Aeroméxico S.A.B. de C.V., Aerovías de México, S.A. de C.V., Aerolitoral, S.A. de C.V. and Aerovías Empresa de Cargo, S.A. de C.V., as debtors and debtors in possession (collectively, the "**Debtors**," and each a "**Debtor**"), is soliciting votes to accept or reject the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated [•], 2021 [ECF No. [•]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**") from the holders of certain Impaired Claims against the Debtors.

You are receiving this ballot (the "**Ballot**") because you hold a Claim against the Debtors as of **[November 30], 2021** (the "**Voting Record Date**"). Your Claim is classified under the Plan in Class [•] ([•] Claims). Except as otherwise set forth in the Bar Date Order, all timely filed Claims have been deemed filed against the applicable Debtor, and, therefore, you are entitled to vote to accept or reject the Plan.

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

The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and order approving the Disclosure Statement and related solicitation procedures (the “**Order**”) are available on the Case Website (as defined below) at ECF Nos. [•], [•] and [•], respectively. The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions and request hard copies format versions of each of the (a) Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may (i) visit the Debtors’ case website (the “**Case Website**”) at <https://dm.epiq11.com/case/aeromexico>; (ii) write the Claims and Solicitation Agent at GRUPO AEROMÉXICO, S.A.B. de C.V., *et al*, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) email aeromexicoinfo@epiqglobal.com or (iv) call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov>.

Pursuant to the Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Bankruptcy Court. Rather, the Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. Moreover, this Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Ballot in error, please contact the Claims and Solicitation Agent **immediately** at the address, telephone number or email address set forth above.

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek independent legal advice concerning the Disclosure Statement and the Plan and the classification and treatment of your Claim. Your Claim has been placed in the Class indicated on this Ballot. If you hold Claims in more than one Class, you will receive a separate Ballot for each Class in which you are entitled to vote. If you have not received a separate Ballot for each Class in which you are entitled to vote, then please contact the Claims and Solicitation Agent **immediately** at the address, telephone number or email address set forth above.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

In order for your vote to be counted, this Ballot or an E-Ballot (as defined below) must be properly completed, signed (if not submitted via E-Ballot) and returned to the Claims and Solicitation Agent so that it is actually received no later than [4]:00 p.m. (prevailing Eastern Time) on [January 10], 2022 unless such time is extended in writing by the Debtors.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Claims and Solicitation Agent immediately at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). **THE CLAIMS AND SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

IMPORTANT NOTICE FOR ALL CREDITORS

PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT, ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS (INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED PLAN AND THE TRANSACTIONS CONTEMPLATED THEREUNDER, WITH THE EXCEPTION OF CERTAIN THIRD PARTY RELEASES CONTAINED IN THE PLAN, UNLESS SUCH HOLDER OF CLAIMS OR HOLDER OF INTERESTS ELECTS BY CHECKING THE BOX ON THIS BALLOT TO OPT INTO GRANTING THE THIRD PARTY RELEASE AND IS, THEREFORE, A RELEASING PARTY; AND BY RECEIVING A DISTRIBUTION (IF ANY) PURSUANT TO THE PLAN, YOU WILL BE, IN THE MANNER CONTEMPLATED IN THE PLAN, WAIVING ALL RIGHTS AND REMEDIES UNDER ANY APPLICABLE U.S. AND FOREIGN LAW, INCLUDING WITHOUT LIMITATION MEXICAN LAW, TO FURTHER DISTRIBUTIONS OR RECOVERIES FOR THE SAME CLAIM, AND YOU ARE ALSO AGREEING THAT THE DISTRIBUTION (IF ANY) PROVIDED TO YOU BY THE PLAN IS THE SOLE DISTRIBUTION (IF ANY) YOU SHALL RECEIVE IN ANY JURISDICTION FROM THE DEBTORS ON ACCOUNT OF YOUR CLAIM; PROVIDED, HOWEVER, IF YOU ARE A NON-RELEASING PARTY, THE THIRD PARTY RELEASE BELOW WILL NOT APPLY TO YOU AND THE RIGHTS YOU MAY HAVE AGAINST THIRD PARTIES, IF ANY, SHALL BE PRESERVED AND NOT WAIVED BY OR OTHERWISE AFFECTED BY YOUR VOTE.

[Remainder of Page Intentionally Left Blank]

[CLASS NAME] BALLOT

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of Claims in the class indicated below in the following aggregate amount (insert amount in box below):

Class: _____
Debtor: _____
Claims Amount: \$ _____

Item 2. Vote on the Plan.

The holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
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Item 3. Important information regarding the Debtor Release, Third-Party Release, Exculpation and Injunction Discharge.

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:

IF YOU VOTE TO **ACCEPT** OR **REJECT** OR **DO NOT VOTE** ON THE PLAN AND YOU WISH TO GRANT A RELEASE BY BECOMING A RELEASING PARTY AS DESCRIBED IN ITEM 3, YOU MUST CHECK THE BOX BELOW TO OPT IN TO THE THIRD PARTY RELEASE. IF YOU DO NOT CHECK THE BOX BELOW, THEN THE THIRD PARTY RELEASE BELOW WILL NOT APPLY TO YOU AND THE RIGHTS YOU MAY HAVE AGAINST THIRD PARTIES, IF ANY, SHALL BE PRESERVED AND NOT WAIVED BY OR OTHERWISE AFFECTED BY YOUR VOTE.

The undersigned Holder elects to:

<input type="checkbox"/> Opt in to the Third Party Release with Respect to the Released Parties

Article VIII of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section 8.6 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to

have constituted willful misconduct (including, without limitation, actual fraud), gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section 8.7 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud) or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200). Notwithstanding anything herein to the contrary, nothing in the Plan shall release any post-Effective Date obligations of any Entity.

Article VIII of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any

document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 4. Convenience Claim Election.

The undersigned Holder of a General Unsecured Claim in Class [●] identified in Item 1 hereby elects to:

- | |
|---|
| <input type="checkbox"/> Reduce the value of the General Unsecured Claim provided in Item 1 to \$350,000 and be treated as a Holder of a Class [●] Convenience Claim under the Plan; <i>provided</i> , however, that a General Unsecured Claim originally allowed in an amount in excess of the Convenience Claim Amount may not be sub-divided into multiple claims of the Convenience Claim Amount or less and receive treatment as an Unsecured Convenience Class Claim. In making this election, the undersigned acknowledges that treatment as a Holder of a Class [●] Convenience Claim is in lieu of any treatment the undersigned may have received as a Holder of a Class [●] General Unsecured Claim. |
|---|

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Item 5. *** Equity Commitment Party ONLY Election. *******

Pursuant and subject to the terms of the confirmed Plan, **ONLY if you are an Equity Financing Commitment Party** that is a Holder of Aerovías and Grupo Aeroméxico Recourse Claims (an “**Eligible Claim**”), then you have the option to receive consideration from the Unsecured Creditor Cash Distribution, the Grupo Aeroméxico New Stock Allocation or a combination of Cash and New Stock by checking the applicable box below and, if applicable, providing the Combination Election percentage split.

If you do not make an election by checking a box below, if you check multiple boxes or if you do not duly submit this Ballot, you will receive New Stock, as described in the Plan.

If you are an Equity Financing Commitment Party, you must include the commitment party code (the “**Commitment Party Code**”) separately communicated to you by the Claims and Solicitation Agent.

Commitment Party Code: _____

- ☐ **(Cash Election)** I hereby elect to receive a Pro Rata share of only the Unsecured Creditor Cash Distribution, as described in the Plan.
- ☐ **(New Stock Election)** I hereby elect to receive a Pro Rata share of only the Grupo Aeroméxico New Stock Allocation, as described in the Plan.
- ☐ **(Combination Election)** I hereby elect to receive a Pro Rata share of the Grupo Aeroméxico New Stock Allocation and the Unsecured Creditor Cash Distribution, each as described in the Plan, with _____% of any Eligible Claim for New Stock and _____% of any Eligible Claim for Cash.²

[Remainder of Page Intentionally Left Blank]

² All Combination Elections must be expressed in whole numbers and total to 100%.

Item 6. Acknowledgments and Certification. By signing this Ballot, the undersigned certifies that the undersigned has been provided with a copy of the Disclosure Statement, including the Plan and all other exhibits thereto, the Order without exhibits and a Confirmation Hearing Notice. The undersigned further acknowledges that the solicitation of votes is subject to all terms and conditions set forth in the Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein. Further, by signing this Ballot, the undersigned agrees (i) to waive any rights and Claims (following receipt of all distributions under the Plan (if any) to which the undersigned is entitled on account of one or more Allowed Claims) against the Company and any of the Debtors (directly or indirectly) and agrees not to pursue any action or remedy in any jurisdiction, including without limitation Mexico, so as to recover on such same Claim and/or to obtain additional distributions or recoveries for the same Claim as against the Debtors and (ii) that the distribution (if any) provided to the undersigned under the Plan is the sole distribution (if any) that the undersigned shall receive in any jurisdiction from the Debtors on account of their Claim.

Name of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address:
(continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

**VOTING DEADLINE: [January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time)
(THE “VOTING DEADLINE”)**

If the Claims and Solicitation Agent does not actually receive this Ballot on or before [January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time), and if the Voting Deadline is not extended, your vote will not be counted.

For your vote to be counted, this Ballot must be properly completed, signed and returned so that it is actually received by the Claims and Solicitation Agent, by the Voting Deadline.

PLEASE SUBMIT A BALLOT BY ONE OF THE FOLLOWING METHODS:

SUBMISSION OF A HARD COPY BALLOT

You may submit your Ballot (with an original signature) in the envelope provided

By first class mail to: GRUPO AEROMÉXICO, S.A.B. de C.V Ballot Processing c/o Epiq Corporate Restructuring, LLC P.O. Box 4422 Beaverton, OR 97076-4422	Via overnight courier or hand delivery to: GRUPO AEROMÉXICO, S.A.B. de C.V Ballot Processing c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Boulevard Beaverton, OR 97005
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SUBMISSION THROUGH THE ONLINE E-BALLOTING PORTAL

Alternatively, to submit your Ballot via the Claims and Solicitation Agent's online balloting portal, visit <https://dm.epiq11.com/case/aeromexico>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Claims and Solicitation Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission ("E-Ballot"). Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Claims and Solicitation Agent's online portal should NOT also submit a paper Ballot.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Appendix A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not defined therein or herein shall have the meaning set forth in the Plan. **Please read the Plan and Disclosure Statement carefully before completing this Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one Class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you **must** complete and submit this hard copy Ballot by mail or an E-Ballot. **Ballots will not be accepted by facsimile or other electronic means (other than via the online balloting portal).**
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed pre-addressed envelope or via first class mail, overnight courier, or hand delivery to:

<p style="text-align: center;">By first class mail to: GRUPO AEROMÉXICO, S.A.B. de C.V Ballot Processing c/o Epiq Corporate Restructuring, LLC P.O. Box 4422 Beaverton, OR 97076-4422</p>	<p style="text-align: center;">Via overnight courier or hand delivery to: GRUPO AEROMÉXICO, S.A.B. de C.V Ballot Processing c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Boulevard Beaverton, OR 97005</p>
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in accordance with paragraph 6 below.

5. **Use of Online Ballot Portal.** To ensure that your E-Ballot is counted, please follow the instructions of the Debtors’ case administration website at <https://dm.epiq11.com/case/aeromexico> (click the “E-Ballot” link). You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online balloting portal).**
6. Your Ballot (whether submitted by hard copy or through the online balloting portal) **must** be returned to the Claims and Solicitation Agent so as to be **actually received** by the Claims and

Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is [January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time).**

7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following Ballots will not be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) any Ballot that both accepts and rejects the Plan;
 - (c) any Ballot that neither accepts nor rejects the Plan;
 - (d) any Ballot sent to the Debtors, the Debtors' agents (other than the Claims and Solicitation Agent), any indenture trustee, common representative or the Debtors' financial or legal advisors;
 - (e) any Ballot sent by facsimile or any electronic means other than via the online balloting portal;
 - (f) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (g) any Ballot cast by an Entity that does not hold a Claim in the Class indicated in Item 1 of the Ballot;
 - (h) any Ballot submitted by a holder not entitled to vote pursuant to the Plan;
 - (i) any unsigned Ballot; and/or
 - (j) any non-original Ballot (excluding those Ballots submitted via the online balloting portal).
8. The method of delivery of Ballot to the Claims and Solicitation Agent is at the election and risk of each holder of a Claim. Except as otherwise provided herein, such delivery will be considered made only when the Claims and Solicitation Agent **actually receives** the originally executed Ballot. In all cases, holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
10. You must vote all of your Claims within a Class either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple Claims within a Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within such Class for the purpose of distributing ballots and counting votes.
11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
12. **Please be sure to sign and date your Ballot.**
13. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claims indicated on that ballot, so please complete and return each ballot that you received.

Please return your Ballot promptly

If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.) or by email to aeromexicoinfo@epiqglobal.com. If you feel that the Claims and Solicitation Agent has not adequately answered your questions, please request that the Claims and Solicitation Agent put you in contact with the Debtors' counsel and they will attempt to reach out.

THE CLAIMS AND SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

<p>If the Claims and Solicitation Agent does not <u>actually receive</u> this Ballot on or before the Voting Deadline, which is on <u>[January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time)</u>, our vote transmitted hereby may be counted only by the Debtors after consultation with the Creditors' Committee.</p>
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Exhibit 2B

Form of Beneficial Holder Ballot

**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)

**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
GRUPO AEROMÉXICO, S.A.B. DE C.V. AND ITS AFFILIATED DEBTORS**

CLASS [•]: [CLASS NAME] CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THIS BALLOT.**

**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR
NOMINEE, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW
THE DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR
YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A
MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE
CLAIMS AND NOTICING AGENT BY [JANUARY 10], 2022 AT [4]:00 P.M.,
PREVAILING EASTERN TIME (THE “VOTING DEADLINE”).**

**IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM
YOUR NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY
TO THE CLAIMS AND NOTICING AGENT, IN ORDER FOR YOUR VOTE TO BE
COUNTED, YOU MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-
VALIDATED” BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS
AND NOTICING AGENT BY THE VOTING DEADLINE.**

The Claims and Solicitation Agent, on behalf of Grupo Aeroméxico S.A.B. de C.V., Aerovías de México, S.A. de C.V., Aerolitoral, S.A. de C.V. and Aerovías Empresa de Cargo, S.A. de C.V., as debtors and debtors in possession (collectively, the “**Debtors**,”

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

and each a “**Debtor**”), is soliciting votes to accept or reject the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated [•], 2021 [ECF No. [•]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) from the holders of certain Impaired Claims against the Debtors.

You are receiving this Beneficial Holder² ballot (the “**Beneficial Holder Ballot**”) because you are a Beneficial Holder of a General Unsecured Claim listed on **Exhibit A** hereto as of **[November 30], 2021** (the “**Voting Record Date**”). You can cast your vote through this Beneficial Holder Ballot and return it in accordance with the instructions of your broker, bank, common representative or other nominee, or the agent of a broker, bank, common representative or other nominee (each of the foregoing, a “**Nominee**”). Your Nominee will then submit a master ballot (the “**Master Ballot**”), if applicable, on behalf of the Beneficial Holders of the Class of Claims indicated on Exhibit A hereto.

The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and the order approving the Disclosure Statement and related solicitation procedures (the “**Order**”) are available on the Case Website (as defined below) at ECF Nos. [•], [•] and [•], respectively. The Solicitation Package you are receiving with this Beneficial Holder Ballot provides instructions detailing how to access electronic versions or request hard copies format versions of each of (a) the Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, excluding the Beneficial Holder Ballot, you may (i) visit the Debtors’ case website (the “**Case Website**”) at <https://dm.epiq11.com/case/aeromexico>; (ii) write the Claims and Solicitation Agent at GRUPO AEROMÉXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) email aeromexicoinfo@epiqglobal.com or (iv) call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov>.

Pursuant to the Disclosure Statement and Solicitation Procedures Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Bankruptcy Court. Rather, the Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. Moreover, this Beneficial Holder Ballot may not be used for any

² A “**Beneficial Holder**” means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the Depository Trust Company (“**DTC**”), INDEVAL (Mexico’s custodian of public securities) or any other kind of records, including ledgers or certifications, as the case may be, including for the avoidance of doubt, holders of the Senior Notes and the Unsecured CEBURES.

purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Beneficial Holder Ballot in error, please contact the Claims and Solicitation Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you submit this Beneficial Holder Ballot. You may wish to seek independent legal advice concerning the Disclosure Statement and the Plan and the classification and treatment of your Claim. Your Claim has been placed in the Class indicated on **Exhibit A** hereto. If you hold Claims in more than one Class, you will receive a separate ballot for each Class in which you are entitled to vote. If you have not received a separate Ballot for each Class in which you are entitled to vote, then please contact the Claims and Solicitation Agent immediately at the address, telephone number or email address set forth above.

If a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

In order for your vote to be counted, your Nominee must receive this Beneficial Holder Ballot in the envelope provided, or otherwise in accordance with the instructions provided by your Nominee, in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by the Claims and Solicitation Agent by no later than **[January 10], 2022 at [4]:00 [p].m. (prevailing Eastern Time)**, unless such time is extended in writing by the Debtors. Please return your Ballot in the envelope provided or as otherwise instructed by your Nominee.

If you have any questions on how to properly complete this Ballot, please call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.).

THE CLAIMS AND SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

IMPORTANT NOTICE FOR ALL CREDITORS

PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT, ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS (INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED PLAN AND THE TRANSACTIONS CONTEMPLATED THEREUNDER, WITH THE EXCEPTION OF CERTAIN THIRD PARTY

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

RELEASES CONTAINED IN THE PLAN, UNLESS SUCH HOLDER OF CLAIMS OR HOLDER OF INTERESTS ELECTS BY CHECKING THE BOX ON THIS BALLOT TO OPT INTO GRANTING THE THIRD PARTY RELEASE AND IS, THEREFORE, A RELEASING PARTY; AND BY RECEIVING A DISTRIBUTION (IF ANY) PURSUANT TO THE PLAN, YOU WILL BE, IN THE MANNER CONTEMPLATED IN THE PLAN, WAIVING ALL RIGHTS AND REMEDIES UNDER ANY APPLICABLE U.S. AND FOREIGN LAW, INCLUDING WITHOUT LIMITATION MEXICAN LAW, TO FURTHER DISTRIBUTIONS OR RECOVERIES FOR THE SAME CLAIM, AND YOU ARE ALSO AGREEING THAT THE DISTRIBUTION (IF ANY) PROVIDED TO YOU BY THE PLAN IS THE SOLE DISTRIBUTION (IF ANY) YOU SHALL RECEIVE IN ANY JURISDICTION FROM THE DEBTORS ON ACCOUNT OF YOUR CLAIM; PROVIDED, HOWEVER, IF YOU ARE A NON-RELEASING PARTY, THE THIRD PARTY RELEASE BELOW WILL NOT APPLY TO YOU AND THE RIGHTS YOU MAY HAVE AGAINST THIRD PARTIES, IF ANY, SHALL BE PRESERVED AND NOT WAIVED BY OR OTHERWISE AFFECTED BY YOUR VOTE

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claim.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder of Claims in the Class indicated on **Exhibit A** hereto in the following aggregate unpaid principal amount (insert amount in box below, unless otherwise completed by your Nominee):

Principal Amount: \$ _____

Item 2. Vote on the Plan.

The Beneficial Holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):

☐ **ACCEPT** (vote FOR) the Plan ☐ **REJECT** (vote AGAINST) the Plan

Item 3. Important information regarding the Debtor Releases, Third-Party Releases Exculpation and Injunction Discharge.

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:

IF YOU VOTE TO **ACCEPT** OR **REJECT** OR **DO NOT VOTE** ON THE PLAN AND YOU WISH TO GRANT A RELEASE BY BECOMING A RELEASING PARTY AS DESCRIBED IN ITEM 3, YOU MUST CHECK THE BOX BELOW TO OPT IN TO THE THIRD PARTY RELEASE. IF YOU DO NOT CHECK THE BOX BELOW, THEN THE THIRD PARTY RELEASE BELOW WILL NOT APPLY TO YOU AND THE RIGHTS YOU MAY HAVE AGAINST THIRD PARTIES, IF ANY, SHALL BE PRESERVED AND NOT WAIVED BY OR OTHERWISE AFFECTED BY YOUR VOTE.

The undersigned Beneficial Holder elects to:

☐ Opt in to the Third Party Release with Respect to the Released Parties

Article VIII of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any

Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section 8.6 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or

contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section 8.7 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or

arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud) or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200). Notwithstanding anything herein to the contrary, nothing in the Plan shall release any post-Effective Date obligations of any Entity.

Article VIII of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any

obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 4. Notice Regarding Equity Commitment Party Consideration Election.

Pursuant and subject to the terms of the confirmed Plan, if you are an Equity Financing Commitment Party that is a Holder of Senior Notes Claims (an “**Eligible Electing Party**”), you have the option to receive consideration from the Unsecured Creditor Cash Distribution or the Grupo Aeroméxico New Stock Allocation by completing and following the procedures that will be included in a separate notice (the “**Election Notice**”) the Debtors intend to send to Holders of Senior Notes Claims pursuant to the terms of the Order. If you are an Eligible Electing Party that holds Senior Notes Claims and do not make an election on the Election Notice, you will receive New Stock, as described in the Plan.

Item 5. Other Beneficial Holder Ballots Submitted.

By returning this Beneficial Holder Ballot, the holder of the Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims identified in Item 1 owned by such holder, except as identified in the following table, and (b) all Beneficial Holder Ballots submitted by the holder in the same Class indicate the same vote to accept or reject the Plan that the holder has indicated in Item 2 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):

**ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER
CLAIMS IN THIS CLASS ON ANOTHER BENEFICIAL HOLDER BALLOT**

Account Number of Other Claims Voted	Name of Record Holder or Nominee	Principal Amount of Other Claims Voted	CUSIP or CEBURES Ticker Symbol of Other Claims Voted
		\$	
		\$	
		\$	
		\$	

Item 6. Acknowledgments and Certification.

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

By signing this Ballot, the undersigned certifies that the undersigned has been provided with a copy of the Disclosure Statement, including the Plan and all other exhibits thereto, the Order without exhibits and a Confirmation Hearing Notice. The undersigned further acknowledges that the solicitation of votes is subject to all terms and conditions set forth in the Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein. Further, by signing this Ballot, the undersigned agrees (i) to waive any rights and Claims (following receipt of all distributions under the Plan (if any) to which the undersigned is entitled on account of one or more Allowed Claims) against the Company and any of the Debtors (directly or indirectly) and agrees not to pursue any action or remedy in any jurisdiction, including (without limitation) Mexico, so as to recover on such same Claim and/or to obtain additional distributions or recoveries for the same Claim as against the Debtors and (ii) that the distribution (if any) provided to the undersigned under the Plan is the sole distribution (if any) that the undersigned shall receive in any jurisdiction from the Debtors on account of their Claim.

Name of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address:
(continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

Please return your Beneficial Holder Ballot promptly in the envelope provided or

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

otherwise in accordance with the instructions provided by your Nominee. If the Claims and Solicitation Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot, if applicable) on or before [January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time), and if the Voting Deadline is not extended, your vote will not be counted.

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT³

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Appendix A** to the Disclosure Statement. Capitalized terms used in the Beneficial Holder Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan. **Please read the Plan and Disclosure Statement carefully before completing this Beneficial Holder Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee or if you have received a pre-validated Ballot, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Claims and Solicitation Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots and pre-validated Ballots by the Claims and Solicitation Agent is **January 10, 2022 at 4:00 p.m. (prevailing Eastern Time)**. Please allow additional time for your vote to be submitted to the Claims and Solicitation Agent on or before the Voting Deadline.
4. **The following Beneficial Holder Ballots will not be counted:**
 - (a) any Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
 - (b) any Beneficial Holder Ballot that neither accepts nor rejects the Plan;
 - (c) any Beneficial Holder Ballot that both accepts and rejects the Plan;
 - (d) Beneficial Holder Ballot sent to the Debtors, the Debtors’ agents (other than the Claims and Solicitation Agent and only with respect to a pre-validated Beneficial Holder Ballot), any indenture trustee, or the Debtors’ financial or legal advisors;
 - (e) Beneficial Holder Ballot returned to a Nominee not in accordance with the Nominee’s instructions;
 - (f) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (g) any Beneficial Holder Ballot cast by an Entity that does not hold a Claim in the Class indicated on **Exhibit A** hereto;
 - (h) any Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan;
 - (i) any unsigned Beneficial Holder Ballot (except in accordance with the Nominee’s instructions); and/or
 - (j) any non-original Beneficial Holder Ballot (except in accordance with the Nominee’s instructions).
5. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial

³ If you hold the security as a registered holder directly on the books and records of the company’s agent and not through a Nominee you must use this Beneficial Holder Ballot to vote your directly-registered Claim. For the avoidance of doubt, Nominees must use a master ballot to submit the votes of their Beneficial Holder clients.

Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Claims and Solicitation Agent and only with respect to a pre-validated Beneficial Holder Ballot), the Debtors' financial or legal advisors, and if so sent will not be counted.

6. If you deliver multiple Beneficial Holder Ballots to the Nominee with respect to the same Claim prior to the Voting Deadline, the last received valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
7. You must vote all of your Claims within the same Class either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple Claims within the same, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within the same Class for the purpose of distributing ballots and counting votes.
8. This Beneficial Holder Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
9. **Please be sure to sign and date your Beneficial Holder Ballot.** If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Notice and Claims Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder.
10. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claims indicated on that ballot, so please complete and return each ballot that you receive.
11. The Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a ballot.

Please return your Beneficial Holder Ballot promptly

If you have any questions regarding this Beneficial Holder Ballot, these Voting Instructions or the Procedures for Voting, please call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.) or email aeromexicoinfo@epigglobal.com. If you feel that the Claims and Solicitation Agent has not adequately answered your questions, please request that the Claims and Solicitation Agent put you in contact with the Debtors' counsel and they will attempt to reach out.

Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Claims and Solicitation Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot) on or before [January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time), and if the Voting Deadline is not extended, your vote transmitted by this Beneficial Holder Ballot may be counted toward Confirmation of the Plan only by the Debtors after consultation with the Creditors' Committee.

Exhibit A

Your Nominee may have checked a box below to indicate the Plan Class and CUSIP/ISIN or CEBURES ticker symbol to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:

Class [•]			
<input type="checkbox"/>	7.000% Senior Notes due 2025	Class [•]	CUSIP – P0096BAA1 ISIN – USP0096BAA19
<input type="checkbox"/>	7.000% Senior Notes due 2025	Class [•]	CUSIP – 008065AD6 ISIN – US008065AD67
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00320
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 01119
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 01219
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00120
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00220

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

Exhibit 2C

Form of Master Ballot

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)

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
GRUPO AEROMÉXICO, S.A.B. DE C.V. AND ITS AFFILIATED DEBTORS**

CLASS [•]: [CLASS NAME] CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS
CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS
TO BE ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, LLC (“EPIQ”
OR THE “CLAIMS AND SOLICITATION AGENT”) BY [4]:00 P.M. (PREVAILING
EASTERN TIME) ON [JANUARY 10], 2022 (THE “VOTING DEADLINE”).**

The Claims and Solicitation Agent, on behalf of Grupo Aeroméxico S.A.B. de C.V., Aerovías de México, S.A. de C.V., Aerolitoral, S.A. de C.V. and Aerovías Empresa de Cargo, S.A. de C.V., as debtors and debtors in possession (collectively, the “**Debtors**,” and each a “**Debtor**”), is soliciting votes to accept or reject the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated [•], 2021 [ECF No. [•]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) from the holders of certain Impaired Claims against the Debtors.

You are receiving this master ballot (the “**Master Ballot**”) because you are the Nominee (as defined below) of Beneficial Holders² of one of more of the securities indicated on **Exhibit A** hereto as of [November 30], 2021 (the “**Voting Record Date**”).

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 A “**Beneficial Holder**” means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the Depository Trust Company (“**DTC**”), INDEVAL (Mexico’s custodian of public securities) or any other kind of records, including ledgers or certifications, as the case may be, including for the avoidance of doubt, holders of the Senior Notes and the Unsecured CEBURES.

This Master Ballot is to be used by you as a broker, bank, common representative or other nominee, as the agent of a broker, bank, common representative or other nominee (each of the foregoing, a “Nominee”), or as the proxy holder of a Nominee for certain Beneficial Holders of the security indicated on Exhibit A hereto, to transmit to the Claims and Solicitation Agent the votes of such Beneficial Holders in respect of their Claims to accept or reject the Plan. This Master Ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

The rights and treatment for each Class are described in the Disclosure Statement. Each of the Disclosure Statement, Plan and the order approving the Disclosure Statement and related solicitation procedures (the “**Order**”) are available on the Case Website (as defined below) at ECF Nos. [•], [•] and [•], respectively. The Solicitation Package you are receiving with this Master Ballot provides instructions detailing how to access electronic versions or request hard copies of each of (a) the Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may (i) visit the Debtors’ case website (the “**Case Website**”) at <https://dm.epiq11.com/case/aeromexico>; (ii) write the Claims and Solicitation Agent at GRUPO AEROMÉXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) email aeromexicoinfo@epiqglobal.com or (iv) call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

Pursuant to the Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not mean that the Plan has been confirmed by the Bankruptcy Court. Rather, the Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. Moreover, this Master Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Master Ballot in error, please contact the Claims and Solicitation Agent **immediately** at the address, telephone number, or email address set forth above.

The votes transmitted on this Master Ballot for certain Beneficial Holders of Claims in the Class indicated on Exhibit A shall be applied to each Debtor against whom such Beneficial Holders have a Claim.

You are authorized to collect votes to accept or reject the Plan from Beneficial Holders in accordance with your customary practices and any legal requirements, including the use of a “voting instruction form” or a meeting of the Beneficial Holders in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all Holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Claims and Solicitation Agent **actually receives** it on or before the Voting Deadline.

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- ☐ Is a broker, bank, common representative or other Nominee for the Beneficial Holders of the aggregate principal amount of Claims listed in Item 2 below, and is the record holder of such Senior Notes or Unsecured CEBURES, or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, common representative or other Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 2 below, or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, common representative or other Nominee, or a beneficial owner, that is the registered Holder of the aggregate principal amount of Claims listed in Item 2 below,

and, accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Claims described in Item 2.

Item 2. Claim Votes on Plan:

The undersigned transmits the following votes of Beneficial Holders of Claims in the Class indicated on Exhibit A hereto and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (the “**Ballots**”) or other vote submissions casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Holder must vote all such Beneficial Holder’s Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

INDICATE CUSIP OR CEBURES TICKER HERE: _____

(USE A SEPARATE FORM FOR EACH CUSIP OR CEBURES TICKER).

Your Customer Account Number for Each Beneficial Holder of Claims	Principal Amount Held as of Voting Record Date	Indicate the vote cast from Item 2 of the Beneficial Holder Ballot by checking the appropriate box below			[Indicate Opt In to the Third Party Release in Item 3 of the Beneficial Holder Ballot by checking the box below.]
		Accept the Plan	or	Reject the Plan	
1	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6	\$	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
TOTAL	\$				

Item 3. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation and Injunction Discharge.

Article VIII of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section 8.6 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other

applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section 8.7 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the

DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud) or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200). Notwithstanding anything herein to the contrary, nothing in the Plan shall release any post-Effective Date obligations of any Entity.

Article VIII of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 4. Other Ballots Submitted by Beneficial Holders in the same Class.

The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of the Beneficial Holder Ballot:

YOUR customer account number and/or Customer Name for each Beneficial Holder who completed Item 4 of the Beneficial Holder Ballot	Transcribe from Item 4 of the Beneficial Holder Ballot			
	Account Number of Other Claims Voted	Name of Record Holder or Nominee	Principal Amount of Other Claims Voted	CUSIP or CEBURES Ticker Symbol of Other Claims Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	

Item 5. Certifications.

Upon execution of this Master Ballot, the undersigned certifies the following:

- (a) (i) it has received a copy of the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Claims listed in Item 2 above; (ii) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures, including without limitation a meeting of Beneficial Holders) from each Beneficial Holder listed in Item 2 of this Master Ballot; (iii) it is the registered Holder of all Claims listed in Item 2 above being voted; and (iv) it has been authorized by each Beneficial Holder of the Claims listed in Item 2 above to vote on the Plan;
- (b) no other Master Ballots with respect to the same Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;
- (c) it has properly disclosed: (i) the number of Beneficial Holders of Claims who completed the Beneficial Holder Ballots or otherwise conveyed its vote; (ii) the respective amounts of the Claims owned, as the case may be, by each

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

Beneficial Holder of the Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of the Claims' respective vote concerning the Plan; (iv) each such Beneficial Holder of Claims' certification as to other Claims voted in the same Class; and (v) the customer account or other identification number for each such Beneficial Holder of Claims; and

- (d) it will maintain the Beneficial Holder Ballots and/or evidence of separate transactions returned by each Beneficial Holder of Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Debtors or the Court, if so requested or ordered.

Name of Nominee and/or DTC Participant:	_____
	(Print or Type)
Participant Number (if applicable):	_____
Name of Proxy Holder or Agent for Nominee and/or DTC Participant (if applicable):	_____
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT *PROMPTLY* TO THE CLAIMS AND SOLICITATION AGENT AT THE STREET ADDRESS OR EMAIL ADDRESS LISTED BELOW:

Via first class mail, by overnight courier, or by hand delivery to:

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

Master Ballot Processing

c/o Epiq Corporate Restructuring, LLC

10300 SW Allen Blvd.

Beaverton, Oregon 97005

OR

Email to: tabulation@epiqglobal.com with a reference to

“GRUPO AEROMÉXICO - Master Ballot” in the subject line

Please select only one method for the return of your Master Ballot.

<p>If the Claims and Solicitation Agent does not actually receive this Master Ballot on or before <u>[January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time)</u>, and if the Voting Deadline is not extended, the votes will not be counted.</p>

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Appendix A** to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot. **Please read the Plan and Disclosure Statement carefully before completing the Master Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you and Holders if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including without limitation the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot or a meeting of the Beneficial Holders, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, other electronic means or at a meeting of the Beneficial Holders. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Claims and Solicitation Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **[January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time)** or otherwise validate the Master Ballot in a manner acceptable to the Claims and Solicitation Agent.
4. If you are transmitting the votes of any Beneficial Holder of Claims other than yourself, you may either:
 - (a) “Pre-validate” the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Claims and Solicitation Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC, INDEVAL, or any other kind of records, including ledgers or certifications, as the case may be (if applicable) participant number; indicating the account number of the Beneficial Holder and the principal amount of Claims held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Claims and Solicitation Agent. A list of the Beneficial Holders to whom “pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one (1) year from the Effective Date; or
 - (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee, unless voting takes place pursuant to a meeting of the Beneficial Holders. In either such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Claims and Solicitation Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Claims and Solicitation Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Claims and Solicitation Agent so that the Master Ballot is actually received by the Claims and Solicitation Agent on or before the Voting Deadline.
5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the

customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Claims and Solicitation Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, if utilized, or other evidence of the vote whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be requested or ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) by the Debtors or the Court.

6. The Master Ballot **must** be returned to the Claims and Solicitation Agent so as to be **actually received** by the Claims and Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is [January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time).**
7. If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it will not be counted. Additionally, **the following votes will not be counted:**
 - (a) any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (b) any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;
 - (c) any Master Ballot sent by facsimile or any electronic means other than electronic mail;
 - (d) any unsigned Master Ballot;
 - (e) any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;
 - (f) votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and
 - (g) any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.
8. The method of delivery of Master Ballots to the Claims and Solicitation Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be considered made only when the Claims and Solicitation Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.
9. If a Beneficial Holder or Nominee holds a Claim in a Voting Class against multiple Debtors, a vote on their Beneficial Holder Ballot will apply to all applicable Classes and Debtors against whom such Beneficial Holder or Nominee has such Claim, as applicable, in that Voting Class.
10. If multiple Master Ballots are received from the same Nominee with respect to the same Claims voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.
11. The Master Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
12. **Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the Master Ballot in your capacity as a trustee, common representative, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Claims and Solicitation Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.
13. If you are both the Nominee and the Beneficial Holder of any of the Claims indicated on **Exhibit A** of the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims and you must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot,

other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.

14. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, the Debtors and the Claims and Solicitation Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; provided, however, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.
15. The following additional rules shall apply to Master Ballots:
 - (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such Nominee as of the Voting Record Date, as evidenced by the record and depository listings.
 - (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee;
 - (c) To the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Claims and Solicitation Agent will attempt to reconcile discrepancies with the Nominee;
 - (d) To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Claims and Solicitation Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in the Claims; and
 - (e) For purposes of tabulating votes, each Holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Claims and Solicitation Agent may be asked to adjust such principal amount to reflect the claim amount.

Please return your Master Ballot promptly

If you have any questions regarding this Master Ballot, these Master Ballots Instructions or the procedures for voting, please call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or (503) 520-4473 (if calling from outside the U.S.) or email aeromexicoinfo@epiglobal.com. If you feel that the Claims and Solicitation Agent has not adequately answered your questions, please request that the Claims and Solicitation Agent put you in contact with the Debtors’ counsel and they will attempt to reach out.

<p>If the Notice and Claims Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on <u>January 10, 2022 at 4:00 p.m. (prevailing Eastern Time)</u>, and if the Voting Deadline is not extended, the vote transmitted hereby may be counted only in the discretion of the Debtors after consultation with the Creditors’ Committee.</p>
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Exhibit A

Please check one (1) box below to indicate the Plan Class and CUSIP/ISIN or CEBURES ticker symbol to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Class [•]			
<input type="checkbox"/>	7.000% Senior Notes due 2025	Class [•]	CUSIP – P0096BAA1 ISIN – USP0096BAA19
<input type="checkbox"/>	7.000% Senior Notes due 2025	Class [•]	CUSIP – 008065AD6 ISIN – US008065AD67
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00320
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 01119
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 01219
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00120
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00220

Exhibit 3

Notice of Non-Voting Status to Holders of Unimpaired Claims

**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 NON-VOTING STATUS TO HOLDERS OF UNIMPAIRED
CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN**

PLEASE TAKE NOTICE THAT on [●] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”); (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the “**Disclosure Statement**”)² as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim under the Plan, **you are not entitled to vote on the Plan on account of such Claim or Interest.** Specifically, under the terms of the Plan, as a holder of a Claim (as currently asserted against the Debtors) that is not impaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are **not** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote (or part of your Claim falls into a Class of Claims entitled to vote) you will also receive a Ballot via a separate mailing from the Claims and Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **[January 17], 2022 at 10:00 a.m., prevailing Eastern Time**, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”),³ 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by Agenda filed with the Court and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **[January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time** (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Brett Miller, Todd Goren, Craig Damast and Debra Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attention: Richard J. Cooper, Luke A. Barefoot and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, Disclosure Statement (including the Plan and the other exhibits thereto) and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the "**Solicitation Agent**") at GRUPO AEROMEXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov>.

HOW TO OPT OUT OF THE RELEASES ONLINE

1. Please visit <https://dm.epiq11.com/case/aeromexico>.⁴
2. Click on the "Submit E-Ballot" section of the website.
3. Follow the instructions to submit your Notice of Non-Voting Status. If you choose to submit your Notice of Non-Voting Status via the E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status.

IMPORTANT NOTICE: You will need the following information to retrieve and submit your customized electronic Notice of Non-Voting Status:

Unique ID#: _____

⁴ The encrypted Ballot data and audit trail created by such online submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed immediately legally valid and effective.

Epiq's online portal is the sole manner in which Notices of Non-Voting Status will be accepted via electronic or online transmission. Notices of Non-Voting Status submitted by facsimile, email, or other means of electronic transmission will not be counted.]

HOW TO OPT IN TO THE THIRD PARTY RELEASES BY MAIL

1. If you wish to make an election to opt in to the Third Party Release provision contained in Article VIII, Section 8.7 of the Plan set forth below, check the box in Item 1.
2. Review the certifications contained in Item 2.
3. Sign and date this Notice of Non-Voting Status and fill out the other required information in the applicable areas below.
4. In order for your opt-in election to be valid, your properly completed Notice of Non-Voting Status must be returned to the Solicitation Agent so as to be **actually received** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is [January 10], 2022 at [4]:00 p.m., Prevailing Eastern Time.** Complete, sign, and date this Notice of Non-Voting Status and return it (with an original signature) via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

GRUPO AEROMÉXICO, S.A.B. de C.V.
Ballot Processing
c/o Epiq Corporate Restructuring, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

If you would like to coordinate hand delivery of your Notice of Non-Voting Status, please send an email to aeromexicoinfo@epiqglobal.com and provide the anticipated date and time of your delivery.

Notice of the Plan Releases, Injunctions and Exculpations

Article VIII, Section 8.6 of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments,

damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors' Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section 8.6 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.7 of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a

Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section 8.7 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.10 of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud) or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200). Notwithstanding anything herein to the contrary, nothing in the Plan shall release any post-Effective Date obligations of any Entity.

Article VIII, Section 8.11 of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the

Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 1. Third Party Release.

PLEASE TAKE NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE ALSO PROVIDED ABOVE. PARTIES RECEIVING THIS NOTICE MAY OPT IN TO THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.

The undersigned Holder elects to:

☐ Opt In to the Third Party Release Set Forth in Article VIII, Section 8.7 of the Plan

Item 2. Certification.

By returning this Notice of Non-Voting Status, the Holder of the Claim(s) identified below certifies that (a) it was the Holder of Claim(s) or Interest(s) as of the Voting Record Date (as defined in the Disclosure Statement) and/or it has full power and authority to opt out of the release provisions for the Claim(s) or Interest(s) identified below with respect to such Claim(s) or Interest(s) and (b) it understands the scope of the releases.

**YOUR RECEIPT OF THIS NOTICE OF NON-VOTING STATUS DOES NOT SIGNIFY
THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.**

Name of Holder: _____

(Print or Type)

Signature: _____

Name of Signatory: _____

(If other than Holder)

Title: _____

Address: _____

Phone Number: _____

Email: _____

Date Completed: _____

Exhibit 4

Notice of Non-Voting Status to Holders of Disputed Claims

**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 NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on [●] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”); (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the “**Disclosure Statement**”)² as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are the holder of a Claim that is subject to a pending objection or motion by the Debtors. **You are not entitled to vote on the Plan because your Claim is a Disputed Claim, unless one or more of the following events have taken place before a date that is two days before the Voting Deadline** (each, a “**Resolution Event**”):

1. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;

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 defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

2. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
3. a stipulation or other agreement is executed between the holder of such Claim and the Debtors temporarily allowing the holder of such Claim to vote its Claim in an agreed upon amount; or
4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than two (2) business days thereafter, the Solicitation Agent (as defined below) shall distribute a ballot, and a pre-addressed, postage pre-paid envelope to you, which must be returned to the Solicitation Agent no later than the Voting Deadline, which is on **[January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time.**

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote (or part of your Claim falls into a Class of Claims entitled to vote) you will also receive a Ballot via a separate mailing from the Claims and Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **[January 17], 2022 at 10:00 a.m., prevailing Eastern Time,** before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”)³, 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by Agenda filed with the Court, and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **[January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time** (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the U.S. Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014, Attention: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, the Disclosure Statement (including the Plan and the other exhibits thereto) and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the

Debtors' case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the "**Claims and Solicitation Agent**") at GRUPO AEROMEXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

HOW TO OPT OUT OF THE RELEASES ONLINE

1. Please visit <https://dm.epiq11.com/case/aeromexico>.⁴
2. Click on the "Submit E-Ballot" section of the website.
3. Follow the instructions to submit your Notice of Non-Voting Status. If you choose to submit your Notice of Non-Voting Status via the E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status.

IMPORTANT NOTICE: You will need the following information to retrieve and submit your customized electronic Notice of Non-Voting Status:

Unique ID#: _____

Epiq's online portal is the sole manner in which Notices of Non-Voting Status will be accepted via electronic or online transmission. Notices of Non-Voting Status submitted by facsimile, email, or other means of electronic transmission will not be counted.]

HOW TO OPT IN TO THE THIRD PARTY RELEASES BY MAIL

1. If you wish to make an election to opt in to the Third Party Release provision contained in Article VIII, Section 8.7 of the Plan set forth below, check the box in Item 1.
2. Review the certifications contained in Item 2.
3. Sign and date this Notice of Non-Voting Status and fill out the other required information in the applicable areas below.

⁴ The encrypted Ballot data and audit trail created by such online submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed immediately legally valid and effective.

4. In order for your opt-in election to be valid, your properly completed Notice of Non-Voting Status must be returned to the Solicitation Agent so as to be **actually received** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is [January 10], 2022 at [4]:00 p.m., Prevailing Eastern Time.** Complete, sign, and date this Notice of Non-Voting Status and return it (with an original signature) via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

GRUPO AEROMÉXICO, S.A.B. de C.V.
Ballot Processing
c/o Epiq Corporate Restructuring, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

If you would like to coordinate hand delivery of your Notice of Non-Voting Status, please send an email to aeromexicoinfo@epiqglobal.com and provide the anticipated date and time of your delivery.

Notice of Plan Releases, Injunctions and Exculpations

Article VIII, Section 8.6 of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner

arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section 8.6 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.7 of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that

may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section 8.7 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.10 of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud) or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200). Notwithstanding anything herein to the contrary, nothing in the Plan shall release any post-Effective Date obligations of any Entity.

Article VIII, Section 8.11 of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or

interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 1. Third Party Release.

PLEASE TAKE NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE ALSO PROVIDED ABOVE. PARTIES RECEIVING THIS NOTICE MAY OPT IN TO THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.

The undersigned Holder elects to:

☐ Opt In to the Third Party Release Set Forth in Article VIII, Section 8.7 of the Plan

Item 2. Certification.

By returning this Notice of Non-Voting Status, the Holder of the Claim(s) identified below certifies that (a) it was the Holder of Claim(s) or Interest(s) as of the Voting Record Date (as defined in the Disclosure Statement) and/or it has full power and authority to opt out of the release provisions for the Claim(s) or Interest(s) identified below with respect to such Claim(s) or Interest(s) and (b) it understands the scope of the releases.

**YOUR RECEIPT OF THIS NOTICE OF NON-VOTING STATUS DOES NOT
SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.**

Name of Holder: _____

(Print or Type)

Signature: _____

Name of Signatory: _____

(If other than Holder)

Title: _____

Address: _____

Phone Number: _____

Email: _____

Date Completed: _____]

Exhibit 5

Notice of Non-Voting Status to Holders of Customer Claims

**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 NON-VOTING STATUS TO HOLDERS OF UNIMPAIRED
CUSTOMER CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN**

PLEASE TAKE NOTICE THAT on [●] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”); (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the “**Disclosure Statement**”)² as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT on [●] 2021, the Court entered the *Order (I) Authorizing Debtors To (A) Continue Honoring Prepetition Obligations to Customers and Related Third Parties in Accordance With the Customer Programs Order and the Customer Claims Procedures and (B) Otherwise Continue Their Customer Programs and (II) Approving the Customer Claims Procedures* (the “**Supplemental Customer Programs Order**”).

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Customer Claim under the Supplemental Customer Programs Order and the Plan, **you are not entitled to vote on the Plan on account of your Customer Claim.** Specifically, under the terms of the Plan, as a holder of a Customer Claim (as currently asserted against the Debtors) that is not impaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are **not** entitled to vote on the Plan.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Supplemental Customer Programs Order, as applicable.

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote, you will also receive a Ballot via a separate mailing from the Claims and Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **[January 17], 2022 at 10:00 a.m., prevailing Eastern Time**, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”),³ 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by Agenda filed with the Court and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **[January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time** (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Brett Miller, Todd Goren, Craig Damast and Debra Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attention: Richard J. Cooper, Luke A. Barefoot and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, the Disclosure Statement (including the Plan and the other exhibits thereto), the Supplemental Customer Programs Order, and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the "**Solicitation Agent**") at GRUPO AEROMEXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov>.

HOW TO OPT OUT OF THE RELEASES ONLINE

1. Please visit <https://dm.epiq11.com/case/aeromexico>.⁴
2. Click on the "Submit E-Ballot" section of the website.
3. Follow the instructions to submit your Notice of Non-Voting Status. If you choose to submit your Notice of Non-Voting Status via the E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status.

⁴ The encrypted Ballot data and audit trail created by such online submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed immediately legally valid and effective.

IMPORTANT NOTICE: You will need the following information to retrieve and submit your customized electronic Notice of Non-Voting Status:

Unique ID#: _____

Epiq's online portal is the sole manner in which Notices of Non-Voting Status will be accepted via electronic or online transmission. Notices of Non-Voting Status submitted by facsimile, email, or other means of electronic transmission will not be counted.]

HOW TO OPT IN TO THE THIRD PARTY RELEASES BY MAIL

1. If you wish to make an election to opt in to the Third Party Release provision contained in Article VIII, Section 8.7 of the Plan set forth below, check the box in Item 1.
2. Review the certifications contained in Item 2.
3. Sign and date this Notice of Non-Voting Status and fill out the other required information in the applicable areas below.
4. In order for your opt-in election to be valid, your properly completed Notice of Non-Voting Status must be returned to the Solicitation Agent so as to be **actually received** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is [January 10], 2022 at [4]:00 p.m., Prevailing Eastern Time.** Complete, sign, and date this Notice of Non-Voting Status and return it (with an original signature) via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

GRUPO AEROMÉXICO, S.A.B. de C.V.
Ballot Processing
c/o Epiq Corporate Restructuring, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

If you would like to coordinate hand delivery of your Notice of Non-Voting Status, please send an email to aeromexicoinfo@epiqglobal.com and provide the anticipated date and time of your delivery.

Notice of the Plan Releases, Injunctions and Exculpations

Article VIII, Section 8.6 of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence or claims for legal malpractice, release of

which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section 8.6 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.7 of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights

Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section 8.7 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.10 of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud) or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200). Notwithstanding anything herein to the contrary, nothing in the Plan shall release any post-Effective Date obligations of any Entity.

Article VIII, Section 8.11 of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 1. Third Party Release.

PLEASE TAKE NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE ALSO PROVIDED ABOVE. PARTIES RECEIVING THIS NOTICE MAY OPT IN TO THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.

The undersigned Holder elects to:

☐ Opt In to the Third Party Release Set Forth in Article VIII, Section 8.7 of the Plan

Item 2. Certification.

By returning this Notice of Non-Voting Status, the Holder of the Claim(s) identified below certifies that (a) it was the Holder of Claim(s) or Interest(s) as of the Voting Record Date (as defined in the Disclosure Statement) and/or it has full power and authority to opt out of the release provisions for

the Claim(s) or Interest(s) identified below with respect to such Claim(s) or Interest(s) and (b) it understands the scope of the releases.

**YOUR RECEIPT OF THIS NOTICE OF NON-VOTING STATUS DOES NOT SIGNIFY
THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.**

Name of Holder: _____

(Print or Type)

Signature: _____

Name of Signatory: _____

(If other than Holder)

Title: _____

Address: _____

Phone Number: _____

Email: _____

Date Completed: _____

Exhibit 6

Plan Summary

**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)

**SUMMARY OF THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
GRUPO AEROMÉXICO, S.A.B. DE C.V. AND ITS AFFILIATED DEBTORS**

On December [REDACTED], 2021, the Bankruptcy Court² entered the *Debtors' Motion to Approve the (I) Shortened Notice and Objection Periods for Debtors' Disclosure Statement Motion, (II) Adequacy of Information in the Disclosure Statement, (III) Solicitation and Voting Procedures, (IV) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (V) Certain Dates with Respect Thereto* [ECF No. [REDACTED]] (the “**Approval Order**”).

Pursuant to the Approval Order, the Debtors are authorized to send this Plan Summary to all Holders of Claims in these Chapter 11 Cases. This Plan Summary is qualified by the provisions of the Plan in all respects; *however*, it is being distributed to minimize the cost and translation risks associated with translating the Plan into Spanish.

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

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Disclosure Statement (as defined below) or the Plan (as defined below), as applicable.

Summary of Plan³

Grupo Aeroméxico (with their direct and indirect non-Debtor subsidiaries, the “**Company**” or “**Aeroméxico**”) is Mexico’s flagship carrier and is committed to sustainability and adhering to a strict framework of ethical principles and corporate integrity. It is the leading Mexican airline in terms of fleet size and network. Aeroméxico offers passengers a full-service, premium experience to 85 global destinations, including every major city in Mexico. In fact, Aeroméxico is the only full-service carrier in Mexico. As a founding member of SkyTeam, an alliance of 19 international airlines dedicated to providing passengers with a seamless travel experience, Aeroméxico connects Mexico with the world. In addition, Aeroméxico has a strategic partnership with Delta that provides unique passenger flows in the Mexico-USA market, one of the most dynamic markets in the world.

Entering 2020, Aeroméxico was sufficiently capitalized to continue its operational initiatives and take advantage of its strategic partnerships. However, due to worldwide travel restrictions and a collapse in consumer demand due to the COVID-19 pandemic, the airline industry generally and Aeroméxico specifically were suddenly faced with a disruptive financial crisis. The COVID-19 crisis’ impact on travel restrictions and thereby airline demand was almost instantaneous. Almost overnight, by April 15, 2020, Mexican domestic capacity was reduced by as much as 75% and international capacity was reduced as much as 90%. As of the June 30, 2020, Aeroméxico’s passenger flight operations were drastically limited to approximately 12% of the number of flights operated before the COVID-19 crisis. Moreover, at the beginning of the crisis, Argentina, Brazil, Colombia, Chile, and Canada each closed their borders to international travel and there were severe restrictions on travel for non-nationals to Schengen countries and Japan. Each of these countries and regions is an important market for the Aeroméxico, and with the travel restrictions in place demand was almost entirely eliminated overnight. And as intra- and intercountry shutdowns remained in place across the globe, demand for Aeroméxico flights remained severely depressed.

Due to the economic distress and travel restrictions that resulted from the COVID-19 pandemic, on June 30, 2020 (the “**Petition Date**”), Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”), Aerovías de México, S.A. de C.V., Aerolitoral, S.A. de C.V. and Aerovías Empresa de Cargo, S.A. de C.V. (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

³ The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Disclosure Statement, the Plan or documents referred to therein. For a more detailed description of the Plan, please refer to the Disclosure Statement.

Throughout the Chapter 11 Cases, the Debtors have worked diligently to preserve value, reduce costs, maintain customer loyalty and satisfaction, and rationalize their fleet and workforce, all while focusing on securing an exit from chapter 11 with the support of their creditors and economic stakeholders.

Aeroméxico has been able to leverage the chapter 11 process to effectively transform its businesses and simplify its balance sheet. At the same time, Aeroméxico has improved the customer experience. As a result of its reorganization, Aeroméxico expects to emerge from bankruptcy as a strong, competitive and global airline that continues to connect Mexico with the world. In particular, Aeroméxico expects to be the airline of choice for business and leisure customers by offering a best-in-class customer experience on the ground and in the air. Aeroméxico expects to remain focused on maintaining the competitive cost structure it has obtained from its reorganization in order to improve its financial position and pursue long-term stability and growth.

On October 1, 2021, the Debtors submitted a disclosure statement [ECF No. 1807] (as may be amended, altered, modified, revised, or supplemented from time to time, the “**Disclosure Statement**”) in connection with the solicitation of votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [ECF No. 1806] (including all exhibits and schedules attached thereto, and as may be amended, altered, modified, or supplemented from time to time, the “**Plan**”). The Disclosure Statement that accompanies the Plan contains, among other things, a discussion of the Debtors’ history, businesses, assets and operations projections for those operations, risk factors associated with the businesses and the Plan, a discussion of applicable Mexican law and a summary and analysis of the Plan and certain related matters, including, among other things, the securities to be issued under the Plan.

On October 27, 2021, the Debtors filed the Supplemental Customer Programs Motion [ECF No. 1997] to clearly set forth the proposed construct for addressing Prepetition Tickets, and to preemptively address any ambiguities with regard to Customer Claims in connection with the solicitation and confirmation of the Plan. The Supplemental Customer Programs Motion seeks to satisfy Customer Claims pursuant to the Customer Claims Procedures, which will ensure that each Customer Claimant has the opportunity to receive the full value of their Customer Claim, thereby rendering each Customer Claim Unimpaired under the Plan.

On December 1, 2021, the Bankruptcy Court entered the Approval Order that, among other things, approved the Disclosure Statement, set voting procedures and scheduled the Confirmation Hearing. Also on December 1, 2021, the Bankruptcy Court entered an approving the Supplemental Customer Programs Motion.

The Plan is the result of extensive good faith negotiations, overseen by Grupo Aeroméxico’s Board of Directors and the Restructuring Committee, among the Debtors and their key economic stakeholders. The transactions contemplated in the Plan will strengthen the Company by substantially reducing its debt and increasing its cash flow and, importantly, will preserve almost 13,000 jobs in Mexico, the United States and

around the world. Among other things, the Plan authorizes (but does not require the Debtors to consummate) the PLM Stock Participation Transaction, pursuant to which PLM shall become a wholly-owned subsidiary of Grupo Aeroméxico. In addition, the Plan provides for (i) the Debtors' assumption of the joint cooperation agreement, dated May 27, 2015, by and among Aerovías de México, S.A. de C.V. and Delta and (ii) entry into the Delta Service Agreement

Pursuant to the provisions of the Bankruptcy Code, only classes of claims or interests that are "impaired" (as defined in section 1124 of the Bankruptcy Code) under a plan may vote to accept or reject such plan; whereas classes of claims or interests that are unimpaired are deemed to accept such plan and their votes are not solicited. Generally, a Claim or Interest is impaired under a plan if the applicable holder's legal, equitable or contractual rights are modified under such plan. In addition, if the holders of claims or interests in an impaired class do not receive or retain any property under a plan on account of such claims or interests, such impaired class is deemed to have rejected such plan under section 1126(g) of the Bankruptcy Code and, therefore, such holders are not entitled to vote on such plan.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (a) Impaired or Unimpaired under the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code or (c) presumed to accept or deemed to reject the Plan:

Class	Claims or Interest	Status	Voting Rights
1	Secured Claims against the Debtors	Unimpaired	Presumed to Accept
2	Other Priority Claims against the Debtors	Unimpaired	Presumed to Accept
3(a)	Aerovías and Grupo Aeroméxico Recourse Claims	Impaired	Entitled to Vote
3(b)	General Unsecured Claims against Grupo Aeroméxico	Impaired	Entitled to Vote
3(c)	General Unsecured Claims against Aerovías	Impaired	Entitled to Vote
3(d)	General Unsecured Claims against Aeroméxico Connect	Impaired	Entitled to Vote
3(e)	General Unsecured Claims against Aeroméxico Cargo	Impaired	Entitled to Vote

Class	Claims or Interest	Status	Voting Rights
4(a)	Unsecured Convenience Class Claims against Grupo Aeroméxico	Unimpaired	Presumed to Accept
4(b)	Unsecured Convenience Class Claims against Aerovías	Impaired	Entitled to Vote
4(c)	Unsecured Convenience Class Claims against Aeroméxico Connect	Impaired	Entitled to Vote
4(d)	Unsecured Convenience Class Claims against Aeroméxico Cargo	Impaired	Entitled to Vote
5	Customer Claims against the Debtors	Unimpaired	Presumed to Accept
6(a)	Intercompany Claims against Grupo Aeroméxico	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject
6(b)	Intercompany Claims against Aerovías	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject
6(c)	Intercompany Claims against Aeroméxico Connect	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject
6(d)	Intercompany Claims against Aeroméxico Cargo	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject
7	Intercompany Interests	Unimpaired	Presumed to Accept
8	Interests in Grupo Aeroméxico	Impaired	Deemed to Reject

Accordingly, a Ballot for acceptance or rejection of the Plan is being provided only to Holders of Claims in Classes [3(a), 3(b), 3(c), 3(d), 3(e), 4(b), 4(c), and 4(d)].

The specifics regarding the treatment of each of the Classes is described in greater detail in the Disclosure Statement and the Plan, however the treatment of certain of the Classes is summarized here.

- 1. Secured Claims against the Debtors (Class 1):** Except to the extent a Holder of an Allowed Secured Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Secured Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash in accordance with section 506(a) of the Bankruptcy Code, (ii) Reinstatement of such Allowed Claim pursuant to section

1124 of the Bankruptcy Code or (iii) such other treatment as may be necessary to render such Claim Unimpaired.

2. **Other Priority Claims against the Debtors (Class 2):** Except to the extent a Holder of an Allowed Other Priority Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
3. **Aerovías and Grupo Aeroméxico Recourse Claims (Class 3(a)):** Except to the extent a Holder of a Class 3(a) Claim and the applicable Debtors agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of a Class 3(a) Claim shall receive, subject to and except as otherwise set forth in the Equity Commitment Party Consideration Elections and the Election Notices delivered thereunder, its Pro Rata share of (a) the Unsecured Creditor Cash Distribution and (b) to the extent necessary to ensure recovery by each Holder of a Class 3(a) Claim of 100% of the Aggregate Recourse Claim Amount (defined below), New Stock in an amount sufficient to ensure such recovery; *provided* that, notwithstanding the foregoing, an Equity Financing Commitment Party that is a Recourse Claimant shall, on account of such Holder's Equity Commitment and with respect to its Allowed Class 3(a) Claim, and at its option via the Ballot or the Election Notice, as applicable, make the Equity Commitment Consideration Election; *provided, further* that if the Equity Commitment Consideration Elections by the Equity Financing Commitment Parties would result in more than the full amount of the Unsecured Creditor Cash Distribution being distributed to the Holders of Class 3(a) Claims that are Equity Financing Commitment Parties, such elections shall be reduced pro rata and the applicable Equity Commitment Party shall receive New Stock in lieu of such reduced amount received from the Unsecured Creditor Cash Distribution:
 - a. The amount of the Unsecured Cash Distribution remaining after distribution to Holders of Class 3(a) Claims, if any (the "**Remaining Cash Pool**") shall be allocated to Classes 3(b), 3(c), 3(d) and 3(e) based upon the same allocation of New Stock to such Classes;
 - b. The portion of the Grupo Aeroméxico New Stock Allocation and the portion of the Aerovías New Stock Allocation available for distribution to Holders of Allowed Class 3(b) and Class 3(c) Claims, respectively, shall be adjusted to account for the amount of New Stock used to satisfy the Class 3(a) Claims;
 - c. The aggregate value of the consideration payable in respect of a Class 3(a) Claim will be in an amount equal to the full amounts due and owing on account of such Claim as of the Petition Date, including any accrued and unpaid interest as of the Petition Date, but excluding any interest accruing after the Petition Date (the amount of each such Claim, the "**Aggregate Recourse Claim Amount**").

4. **General Unsecured Claims against Grupo Aeroméxico (Class 3(b)):** Except to the extent a Holder of a Class 3(b) Claim and Grupo Aeroméxico agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of a Class 3(b) Claim shall receive, its Pro Rata share of the Remaining Cash Pool and the Grupo Aeroméxico New Stock Allocation (after accounting for distributions to Holders of Class 3(a) Claims); *provided*, that Cash received from the Preemptive Rights True Up, if any, will correspondingly reduce the amount of New Stock to be received.
5. **General Unsecured Claims against Aerovías (Class 3(c)):** Except to the extent a Holder of a Class 3(c) Claim and Aerovías agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of a Class 3(c) Claim shall receive its Pro Rata share of (i) the Remaining Cash Pool, (ii) the Aerovías New Stock Allocation (after accounting for distributions to Holders of Class 3(a) Claims), and (iii) the Preemptive Rights True Up allocated to Class 3(c); *provided*, that Cash received from the Preemptive Rights True Up, if any, will correspondingly reduce the amount of New Stock to be received.
6. **General Unsecured Claims against Aeroméxico Connect (Class 3(d)):** Except to the extent a Holder of a Class 3(d) Claim and Aeroméxico Connect agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of a Class 3(d) Claim shall receive its Pro Rata share of (i) the Remaining Cash Pool, (ii) the Aeroméxico Connect New Stock Allocation and (iii) the Preemptive Rights True Up allocated to Class 3(d); *provided* that Cash received from the Preemptive Rights True Up, if any, will correspondingly reduce the amount of New Stock to be received.
7. **General Unsecured Claims against Aeroméxico Cargo (Class 3(e)):** Except to the extent a Holder of a Class 3(e) Claim and Aeroméxico Cargo agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of a Class 3(e) Claim shall receive its Pro Rata share of (i) the Remaining Cash Pool, (ii) the Aeroméxico Cargo New Stock Allocation and (iii) the Preemptive Rights True Up allocated to Class 3(e); *provided* that Cash received from the Preemptive Rights True Up, if any, will correspondingly reduce the amount of New Stock to be received.
8. **Unsecured Convenience Class Claims against Grupo Aeroméxico (Class 4(a)):** Except to the extent a Holder of an Allowed Unsecured Convenience Class Claim against Grupo Aeroméxico and Grupo Aeroméxico agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Unsecured Convenience Class Claim against Grupo Aeroméxico shall receive cash equal to the par amount of such Allowed Claim.
9. **Unsecured Convenience Class Claims against Aerovías (Class 4(b)):** Except to the extent a Holder of an Allowed Unsecured Convenience Class Claim against Aerovías and Aerovías agree to different treatment, on the Effective Date, or as soon as

reasonably practicable thereafter, each Holder of an Allowed Unsecured Convenience Class Claim against Aerovías shall receive, on account of such Allowed Claim against Aerovías, a Cash payment in an amount equal to the lesser of (a) 30% of such Allowed Claim or (b) its Pro Rata share of the Unsecured Convenience Class Cash Pool.

10. Unsecured Convenience Class Claims against Aeroméxico Connect (Class 4(c)):

Except to the extent a Holder of an Allowed Unsecured Convenience Class Claim against Aeroméxico Connect and Aeroméxico Connect agree to different treatment, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Unsecured Convenience Class Claim against Aeroméxico Connect shall receive, on account of such Allowed Claim against Aeroméxico Connect, a Cash payment in an amount equal to the lesser of (a) 30% of such Allowed Claim or (b) its Pro Rata share of the Unsecured Convenience Class Cash Pool.

11. Unsecured Convenience Class Claims against Aeroméxico Cargo (Class 4(d)):

Except to the extent a Holder of an Allowed Unsecured Convenience Class Claim against Aeroméxico Cargo and Aeroméxico Cargo agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Unsecured Convenience Class Claim against Aeroméxico Cargo shall receive, on account of such Allowed Claim against Aeroméxico Cargo, a Cash payment in an amount equal to the lesser of (a) 30% of such Allowed Claim or (b) its Pro Rata share of the Unsecured Convenience Class Cash Pool.

12. Customer Claims against the Debtors (Class 5): Except to the extent a Holder of an Allowed Customer Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Customer Claim shall receive, on account of such Allowed Claim, a Voucher in the full amount of the Customer Claim pursuant to the Customer Claims Procedures, or such other treatment consistent with the Customer Claims Procedures. Any Holder of an Allowed Customer Claim who receives and returns a Voucher Election Form and who opts to receive a Voucher by no later than the Confirmation Hearing, and has otherwise not had their Claims satisfied pursuant to the Customer Claims Procedures, will receive the treatment provided to General Unsecured Claims or Unsecured Convenience Class Claims, as applicable, against the applicable Debtor on account of such Customer Claim.

13. Interests in Grupo Aeroméxico (Class 8): Holders of Interests in Grupo Aeroméxico shall receive no distribution on account of such Interests; *provided, however* that the Debtors or Reorganized Debtors, as applicable, shall conduct a Statutory Equity Rights Offering as required pursuant to applicable Mexican law.

Exhibit 7

Notice of Mexican Brokerage Requirement

**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 MEXICAN BROKERAGE REQUIREMENT FOR
PURPOSES OF DISTRIBUTIONS UNDER THE PLAN**

PLEASE TAKE NOTICE that by order entered on [·], 2021 (the “**Order**”), the United States Bankruptcy Court for the Southern District of New York approved the Disclosure Statement filed by Grupo Aeroméxico, S.A.B. de C.V. and those of its subsidiaries that are debtors and debtors in possession (collectively, the “**Debtors**”) and directed the Debtors to, among other things, notify holders of Allowed Class [·] Claims (the “**Claimants**”) under the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”)² that certain Distributions under the Plan will be in the form of New Stock in Grupo Aeroméxico, S.A.B. de C.V., which stock must be held and traded through a Mexican Brokerage Account (as defined below).

PLEASE TAKE FURTHER NOTICE that the New Stock will be issued and registered before Mexico’s National Registry of Securities (*Registro Nacional de Valores*) and listed before the Mexican Securities Exchange Market (*Bolsa Mexicana de Valores*,

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Unless otherwise defined herein, each capitalized term used herein shall have the meaning ascribed to it in the Disclosure Statement or the Plan, as applicable.

S.A.B. de C.V.) (the “**Mexican Securities Exchange Market**”). Subsequently, because the New Stock is publicly traded, a designated securities brokerage account (a “**Mexican Brokerage Account**”) is required to hold and/or trade the New Stock. Such Mexican Brokerage Account can only be set up by a securities broker (*casa de bolsa*) (a “**Mexican Securities Broker**”) that is duly authorized to trade shares on the Mexican Securities Exchange Market.

PLEASE TAKE FURTHER NOTICE that each Claimant that receives New Stock pursuant to the Plan must independently engage a Mexican Securities Broker in order to hold and/or trade its allocation of New Stock. Each Mexican Securities Broker will have varying identification and other requirements that must be followed in order to open a Mexican Brokerage Account. Any Claimant receiving the New Stock should consult its current securities broker to determine if they can open a Mexican Brokerage Account on its behalf.

PLEASE TAKE FURTHER NOTICE that the failure of a Claimant to engage a Mexican Securities Broker to hold and/or trade its allocation of New Stock within 180 days after the Effective Date shall be deemed to have forfeited its Claim for such allocation of New Stock and shall be forever barred and enjoined from asserting any such Claim for New Stock.

PLEASE TAKE FURTHER NOTICE that once a Mexican Brokerage Account is set up, each Claimant should direct its Mexican Securities Broker to notify the Company’s Mexican Securities Broker, *Actinver Casa de Bolsa, S.A., Grupo Financiero Actinver* (“**Actinver**”), (through their own direct channels) that a Mexican Brokerage Account has been created for purposes of receiving the New Stock on behalf of, or for final

benefit of, the Claimant. Once notified, the Company will coordinate with the Mexican Securities Broker to deposit the Claimant's share certificates (the "**Share Certificates**") representing the New Stock at INDEVAL (Mexico's custodian of public securities). Once deposited at INDEVAL, the Share Certificates will form part of the Company's master stock certificate (*macro titulo*), which represents all shares issued by the Company and listed on the Mexican Securities Exchange, and will officially be registered in favor of the Mexican Securities Broker and on behalf of, or for the final benefit of, the Claimant, who is the ultimate beneficiary of the corresponding New Stock.

PLEASE TAKE FURTHER NOTICE that Actinver,³ a Mexican Securities Broker, has expressed a willingness to assist Claimants in setting up a Mexican Brokerage Account; provided, however, that Actinver is not obligated to assist any Holder with setting up such an account. Notwithstanding, if interested, any Claimant (either directly or through its own broker) may contact Mr. Chalita Gonzalez of Actinver to inquiry about using Actinver to set up a Mexican Brokerage Account on its behalf.

Antonio Chalita Gonzalez
achalita@actinver.com.mx
Julio Verne 31, Polanco, CDMX
Tel. 55 52622712

Dated: [·], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000

³ Importantly, the Company is not endorsing Actinver, and neither the Company nor Actinver is an agent or acting on behalf of or at the direction of the other.

Facsimile: (212) 701-5800
Marshall S. Huebner
Timothy Graulich
James I. McClammy
Stephen D. Piraino
Erik Jerrard (admitted *pro hac vice*)

*Counsel to the Debtors
and Debtors in Possession*

Exhibit 8

Confirmation Hearing Notice

**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 TO CONSIDER
CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION FILED BY THE
DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On [●] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [ECF No. ·] (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”)²; (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* [ECF No. ·] (the “**Disclosure Statement**”) as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

2. The hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on [January 17], 2022 at 10:00 a.m., prevailing Eastern Time, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; *provided* that, pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”),³ 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by agenda filed with the Court, and/or by a notice of adjournment filed with the Court and served on all parties entitled to notice.

3. The deadline for filing objections to the Plan, including objections to the disallowance of any claim for voting purposes, is [January 10], 2022 at [4]:00 p.m., prevailing Eastern Time (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [D.I. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmillier@willkie.com, tgoren@willkie.com, cdamast@willke.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern

District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

4. Pursuant to the Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the Plan. If you are a holder of a Claim against the Debtors as of **[November 30], 2021**, and entitled to vote, you have received with this Notice, a ballot form (a “**Ballot**”) and instructions for completing the Ballot. Moreover, copies of the Plan, Disclosure Statement and the Order are each available on the Case Website (as defined below) at ECF Nos. [·], [·] and [·], respectively.

5. The Debtors have made extensive efforts to identify all parties with whom they may have recently conducted business to ensure that the Debtors provide proper notice of the Hearing to all interested parties. However, not all of those parties are creditors of the Debtors. Accordingly, the fact that you are receiving this Notice does not require further action if you do not have, or are not aware of, a claim (i.e., a right to receive payment) you may have against one or more Debtors.

6. The deadline for voting on the Plan is on **[January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time** (the “**Voting Deadline**”). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you **must** (a) follow the Ballot instructions carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it (or the Master Ballot submitted on your behalf, as applicable) is **actually received** by Epiq Corporate Restructuring, LLC (the “**Claims and Solicitation Agent**”) on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

7. If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

8. The Debtors will file the Plan Supplement (as defined in the Plan) on or before **[January 7], 2022** and will serve notice on all holders of Claims entitled to vote on the Plan.

9. If confirmed, the Plan shall bind all holders of Claims and Interests to the maximum extent permitted by applicable law, whether or not such holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in these Chapter 11 Cases, or failed to vote to accept or reject the Plan or voted to reject the Plan. All rights and remedies that may be available under any non-US jurisdiction, including Mexican law, for further distributions or recoveries on account of the same Claim or Interest will be waived pursuant to the confirmed Plan.

10. If you should have any questions or if you would like to obtain additional solicitation materials at no charge, please contact the Claims and Solicitation Agent by: (a) visiting the Debtors' case website (the "**Case Website**") located at <https://dm.epiq11.com/case/aeromexico>; (b) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.); and/or (c) emailing the Claims and Solicitation Agent at aeromexicoinfo@epiqglobal.com. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>. Please be advised

that the Claims and Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you of your legal rights under the Plan or as to whether you should vote to accept or reject the Plan.

Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit 9

Plan Supplement Notice

**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 FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on [●] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”); (b) approving the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the “**Disclosure Statement**”)² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Order, the Debtors will file the Plan Supplement with the Court on or before [January 7], 2022. The Plan Supplement will include the following materials: [(a) the New Corporate Governance Documents; (b) the Schedule of Rejected Contracts; (c) the Schedule of Assumed Contracts; (d) the Schedule of Retained Causes of Action; (e) the identity of the members of the New Board and the officers of Reorganized Grupo Aeroméxico; (f) the compensation for the officers of each of the Debtors; (g) documents setting forth the material terms of the Management Incentive Plan, to the extent such terms are determined prior to the Confirmation Hearing; (h) documents setting forth the material terms of the Debt Financing; (i) the Subscription Agreement, and (j) other

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

documents, instruments or agreements necessary or appropriate to implement the Plan and the transactions contemplated thereby].

PLEASE TAKE FURTHER NOTICE THAT the Debtors will have the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code and the Bankruptcy Rules.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on [January 17], 2022 at 10:00 a.m., prevailing Eastern Time, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; pursuant to General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”)³, 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court, by Agenda filed with the Court, and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is [January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com,

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Plan Supplement as well as the Disclosure Statement (including the Plan and the other exhibits thereto), Order, and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors' Case Information Website located at <https://dm.epiq11.com/case/aeromexico>; (ii) calling Epiq Corporate Restructuring, LLC (the "**Claims and Solicitation Agent**") at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.); and/or (iii) emailing the Debtors' Claims and Solicitation Agent at aeromexicoinfo@epiqglobal.com. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

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Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit 10

Assumption and Assumption and Assignment Notice

**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 (A) EXECUTORY CONTRACTS AND
UNEXPIRED LEASES TO BE ASSUMED OR ASSUMED AND ASSIGNED BY THE
DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY,
AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH**

PLEASE TAKE NOTICE THAT on [●] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”); (b) approving the *Disclosure Statement for Joint Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the “**Disclosure Statement**”)² as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement (including the Plan and the other exhibits thereto), Order, and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors’ case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the “**Claims and Solicitation Agent**”) at GRUPO AEROMÉXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT Article VII of the Plan, provides that as of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party shall be deemed assumed by the applicable Debtor, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, (ii) is specifically identified on the Schedule of Rejected Contracts, (iii) is the subject of a separate assumption or rejection motion filed by the Debtors under section 365 of the Bankruptcy Code pending on the Confirmation Date, (iv) is the subject of a pending Contract Dispute (v) has previously expired or terminated pursuant to its own terms, or (v) is being otherwise treated pursuant to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are a counterparty to an executory contract or unexpired lease that, as of and subject to the occurrence of the Effective Date, will be assumed by the applicable Debtor and that, accordingly, has been specifically designated, along with a proposed cure amount (the “**Cure Amounts**”) on the Schedule of Assumed Contracts, attached hereto as **Exhibit A**. If you have received this notice but your executory contract or unexpired lease is not listed on **Exhibit A**, the proposed Cure Amount for your executory contract or unexpired lease is Zero Dollars (\$0).

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to a proposed Cure Amount, to the assumption of your executory contract or unexpired lease by the applicable Debtor, including, without limitation, with respect to the provision of “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or to the amendment of any such contract that gives rise to any obligation described in Article VII of the Plan is **[January 10], 2022 at [4]:00 p.m., prevailing Eastern Time** (the “**Contract Objection Deadline**”). Such objection **must**: (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group

of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Contract Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an executory contract or unexpired lease who receives this notice and who fails to timely make an objection to (i) the proposed assumption, or assumption and assignment, of such executory contract or unexpired lease pursuant to the Plan, (ii) the adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code, (iii) the Cure Amount with respect to such executory contract or unexpired lease identified on Exhibit A (which will be deemed to be zero dollars (\$0) if such contract is not listed thereon), or (iv) the amendment of such contract in connection with assumption, or assumption and assignment, thereof pursuant to Article VII of the Plan on or before the Contract Objection Deadline will be deemed to have assented to the treatment described herein and in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption or assumption and assignment. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person.

PLEASE TAKE FURTHER NOTICE THAT your status as a counterparty to an executory contract or an unexpired lease does not, without more, entitle you to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the listing of an executory contract or unexpired lease on Exhibit A shall not constitute an admission by the Debtors or that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder, with the exception of the proposed Cure Amount.

PLEASE TAKE FURTHER NOTICE THAT the Debtors, subject to the terms of the Plan, reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to the Plan. Furthermore, notwithstanding anything to the contrary in the Plan, the Debtors may alter, amend, modify or supplement the Schedule of Assumed Contracts and/or the Schedule of Rejected Contracts and assume, assume and assign or reject executory contracts and

unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date, within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

Article VIII of the Plan contains Releases, Exculpations and Injunctions. Pursuant to the Plan, certain parties are releasing the Released Parties, which include certain third parties, from certain Claims and Causes of Action. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This notice is being sent to you for informational purposes only. If you have any questions about this notice, you should contact the Claims and Solicitation Agent in accordance with the instructions provided above. Please note that the Claims and Solicitation Agent cannot give you legal advice or advise you on how the Plan affects you or what actions you should take with respect to the Plan. Any questions regarding those matters should be referred to your own counsel.

Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit A

Schedule of Assumed Contracts

Debtor Obligor	Counterparty Name	Description of Contract	Amount Required to Cure Default Thereunder, If Any
[•]	[•]	[•]	[•]

Exhibit 11

Rejection Notice

**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 REGARDING EXECUTORY CONTRACTS
AND UNEXPIRED LEASES TO BE REJECTED PURSUANT TO THE PLAN**

PLEASE TAKE NOTICE THAT on [●] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”); (b) approving the *Disclosure Statement for Joint Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the “**Disclosure Statement**”)² as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement (including the Plan and the other exhibits thereto), Order, and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors’ case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the “**Claims and Solicitation Agent**”) at GRUPO AEROMÉXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

PLEASE TAKE FURTHER NOTICE THAT Article VII of the Plan, provides that as of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party shall be deemed assumed by the applicable Debtor, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected pursuant to

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

a Final Order of the Bankruptcy Court, (ii) is specifically identified on the Schedule of Rejected Contracts, attached hereto as **Exhibit A** (iii) is the subject of a separate assumption or rejection motion filed by the Debtors under section 365 of the Bankruptcy Code pending on the Confirmation Date, (iv) is the subject of a pending Contract Dispute (v) has previously expired or terminated pursuant to its own terms, or (v) is being otherwise treated pursuant to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are a counterparty to an executory contract or unexpired lease that as of and subject to the occurrence of the Effective Date, will be rejected by the Debtors and that, accordingly has been specifically designated on **Exhibit A** hereto.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to a proposed rejection of your executory contract or unexpired lease is **[January 10], 2022 at [4]:00 p.m., prevailing Eastern Time** (the “**Contract Objection Deadline**”). Such objection **must**: (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz,

Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Contract Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an executory contract or unexpired lease who receives this notice and who fails to timely make an objection to the proposed rejection of such executory contract or unexpired lease by the Contract Objection Deadline will be deemed to have assented to such rejection.

PLEASE TAKE FURTHER NOTICE THAT as a result of the rejection of an executory contract or unexpired lease to which you are counterparty, you may be entitled to an unsecured Claim for which a Proof of Claim must be filed. Pursuant to Article VII of the Plan, in the event that the rejection of an executory contract or unexpired lease by any of the Debtors herein results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or their Estates, properties or interests in property, unless a Proof of Claim is filed with the Bankruptcy Court and served upon the Debtors no later than thirty (30) days after the entry of the order of the Bankruptcy Court (including the Confirmation Order) authorizing the rejection of such executory contract or unexpired lease. Any such Claim shall be classified in accordance with the classification of Claims set forth in Article III of the Plan. The Confirmation Order shall constitute the Bankruptcy Court's authorization of the rejection of all the leases and contracts identified in the Schedule of Rejected Contracts.

PLEASE TAKE FURTHER NOTICE THAT the listing of an executory contract or unexpired lease on Exhibit A shall not constitute an admission by the Debtors or that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder, with the exception of the proposed Cure Amount.

PLEASE TAKE FURTHER NOTICE THAT the Debtors, subject to the terms of the Plan, reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to the Plan. Furthermore, notwithstanding anything to the contrary in the Plan, the Debtors may alter, amend, modify or supplement the Schedule of Assumed Contracts and/or Schedule of Rejected Contracts and assume, assume and assign or reject executory contracts and unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date, within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

Article VIII of the Plan contains Releases, Exculpations and Injunctions. Pursuant to the Plan, certain parties are releasing the Released Parties, which include certain third parties, from certain Claims and Causes of Action. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This notice is being sent to you for informational purposes only. If you have any questions about this notice you should contact the Claims and Solicitation Agent in accordance with the instructions provided above. Please note that the Claims and Solicitation Agent cannot give you legal advice or advise you on how the Plan affects you or what actions you should take with respect to the Plan. Any questions regarding those matters should be referred to your own counsel.

[Remainder of page intentionally left blank.]

Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit A

Schedule of Rejected Contracts

Debtor Obligor	Counterparty Name	Description of Contract
[•]	[•]	[•]

Exhibit 12

Publication Notice

**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 TO CONSIDER
CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION FILED BY THE
DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On [●] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [ECF No. ·] (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”)²; (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* [ECF No. ·] (the “**Disclosure Statement**”) as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

2. The hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **[January 17], 2022 at 10:00 a.m., prevailing Eastern Time**, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; *provided* that, pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”),³ 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by agenda filed with the Court, and/or by a notice of adjournment filed with the Court and served on all parties entitled to notice.

3. The deadline for filing objections to the Plan, including objections to the disallowance of any claim for voting purposes, is **[January 10], 2022 at [4]:00 [p].m.**, prevailing Eastern Time (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [D.I. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmillier@willkie.com, tgoren@willkie.com, cdamast@willke.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern

District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

4. Pursuant to the Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the Plan. If you are a holder of a Claim against the Debtors as of [November 30, 2021], and entitled to vote, you have received with this Notice, a ballot form (a “**Ballot**”) and instructions for completing the Ballot.

6. The deadline for voting on the Plan is on [January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time (the “**Voting Deadline**”). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must (a) follow the Ballot instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it (or the Master Ballot submitted on your behalf, as applicable) is actually received by Epiq Corporate Restructuring, LLC (the “**Claims and Solicitation Agent**”) on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

8. If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

9. The Debtors will file the Plan Supplement (as defined in the Plan) on or before **[January 7], 2022** and will serve notice on all holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

10. If confirmed, the Plan shall bind all holders of Claims and Interests to the maximum extent permitted by applicable law, whether or not such holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in these Chapter 11 Cases, or failed to vote to accept or reject the Plan or voted to reject the Plan. All rights and remedies that may be available under any non-US jurisdiction, including Mexican law, for further distributions or recoveries on account of the same Claim or Interest will be waived pursuant to the confirmed Plan.

11. If you should have any questions or if you would like to obtain additional solicitation materials at no charge, please contact the Claims and Solicitation Agent by: (a) visiting the Debtors' Case Information Website located at <https://dm.epiq11.com/case/aeromexico>; (b) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.); and/or (c) emailing the Claims and Solicitation Agent at aeromexicoinfo@epiqglobal.com. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>. Please be advised that the Claims and Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you of your legal rights under the Plan or as to whether you should vote to accept or reject the Plan.

Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit 13

Election Notice

**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 TO EQUITY FINANCING COMMITMENT PARTIES HOLDING SENIOR
NOTES CLAIMS REGARDING CERTAIN ELECTIONS AND RELATED ELECTION
FORM**

PLEASE TAKE NOTICE that on October 1, 2021, the Debtors filed the *Debtors' Motion to Approve the (I) the Shortened Notice and Objection Periods for Debtors' Disclosure Statement Motion, (II) Adequacy of Information in the Disclosure Statement, (III) Solicitation and Voting Procedures, (IV) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (V) Certain Dates with Respect Thereto* [Docket No. 1808]. The Bankruptcy Court [granted] the relief requested in the Motion on [·], 2021 [Docket No. ·].²

1. As further described in the Plan and the Disclosure Statement, the Senior Notes Claims are classified and Allowed in amount of \$411,355,556 in Class 3(a).

2. Pursuant to the terms of the Plan, Holders of Class 3(a) Claims shall receive, subject to certain limitations and elections, their Pro Rata share of the Unsecured Creditor Cash Distribution (“**Cash**”) and/or the Grupo Aeroméxico New Stock Allocation (“**New Stock**”). An Equity Financing Commitment Party (as defined below) that is a Holder of Senior Notes Claims

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 *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1806] (as may be amended, amended and restated, modified, or supplemented, the “**Plan**”).

shall, on account of such Holder's Allowed Class 3(a) Claim, have the option (the "**Equity Commitment Party Consideration Election**") to elect to receive their Plan Distribution in Cash, New Stock or a combination thereof.³ All Equity Financing Commitment Parties must make an Equity Commitment Party Consideration Election pursuant to the terms and procedures set forth herein. If an Equity Financing Commitment Party fails to make such an election, then such Holder will receive New Stock.

3. To the extent the Unsecured Creditor Cash Distribution is undersubscribed to by the Equity Financing Commitment Parties, a Holder of Senior Notes Claims that is not an Equity Financing Commitment Party is expected to receive Cash (subject to pro ration); whereas, if the Unsecured Cash Distribution is oversubscribed by the Equity Financing Commitment Parties, a Holder of Senior Notes Claims that is not an Equity Financing Commitment Party is expected to receive New Stock.

4. Your ability to make the Equity Commitment Party Consideration Election depends on whether or not you are an Equity Financing Commitment Party. Certain parties, known as "**Equity Financing Commitment Parties**" are providing Equity Commitments under and are signatories to the Equity Financing Commitment Letter and/or the Subscription Agreement. Equity Financing Commitment Parties will receive a special code (the "**Commitment Party Code**") from the Claims and Solicitation Agent to use in connection with making the Equity Commitment Party Consideration Election. Therefore, if you are not sure of your status, then you are not a Commitment Party.

³ If the elections made by Holders of Class 3(a) Claims would result in more than the full amount of the Unsecured Creditor Cash Distribution being distributed, such elections shall be reduced Pro Rata and each Holder of an Allowed Class 3(a) Claim shall receive additional New Stock in lieu of such reduced amount received from the Unsecured Creditor Cash Distribution.

Procedures for Holders of Senior Notes Claims that
ARE Equity Financing Commitment Parties

5. Equity Financing Commitment Parties must elect to either receive Cash, New Stock or a combination of Cash and New Stock. Such election (*i.e.*, Cash, New Stock or a combination of Cash and New Stock) shall be made by giving the applicable instructions to your bank or broker DTC Participant (as defined below) that is holding your Senior Notes. You MUST provide the bank or broker DTC Participant with your Commitment Party Code for either election. If you are an Equity Financing Commitment Party and do not duly make the Equity Commitment Party Consideration Election and/or do not follow the procedures outlined herein by the Election Expiration Deadline (as defined below), then the Plan provides for you to receive New Stock.

Election Expiration Deadline and Other Details

6. In order to make the Equity Commitment Party Consideration Election, the Commitment Party will need to arrange to deliver their Senior Notes (whether by DTC's Automated Tender Offer Program or an alternative required submission process to be outlined in the final Commitment Party Election Form (as defined below)) before 5:00 p.m. Eastern Time on [·], 2022 (the "**Election Expiration Deadline**").

7. To make the Equity Commitment Party Consideration Election you must provide the election form attached to this notice (the "**Election Notice**") as **Exhibit 1** (the "**Commitment Party Election Form**") or any other instructions required by your Nominee ("**DTC Participant**") in sufficient time to allow such DTC Participant to deliver the Senior Notes in accordance with any required procedures before the Election Expiration Deadline. The Election Expiration Deadline is **[·], 2022**. Each DTC Participant will determine the time by which it must receive any election instruction.

8. By returning the Commitment Party Election Form to your DTC Participant or otherwise following that firm's instructions, you are requesting the DTC Participant to deliver your Senior Notes in accordance with the required procedures and subject to your election request. Please allow sufficient time for your DTC Participant to act prior to the Election Expiration Deadline. Once submitted, the Senior Notes cannot be transferred, and once the Election Expiration Deadline has passed, the Senior Notes may not be withdrawn.

9. Lastly, before an Equity Financing Commitment Party can receive any New Stock, and in order to verify the identity of the Equity Financing Commitment Parties for Plan Distribution purposes, the form attached hereto as **Exhibit 2** (the "**Equity Financing Commitment Party Identification Form**") must be provided to the Claims and Solicitation Agent at tabulation@epiqglobal.com (with reference to "**AEM Commitment Party**" in the subject line) by [·], 2022. The Equity Financing Commitment Party Identification Form will help the Claims and Solicitation Agent facilitate the distribution of the New Stock, as it will be used to corroborate the identity of a Holder of Senior Notes Claims when such Holder's Mexican securities broker contacts the Company to request their distribution of New Stock. Among other things, the Equity Financing Commitment Party Identification Form must reference the Equity Financing Commitment Party's VOI or DWAC Number and Commitment Party Code.

[Remainder of page intentionally left blank]

Exhibit 1

Commitment Party Election Form

Equity Financing Commitment Party Election Form

For Equity Financing Commitment Parties Only

CUSIP – P0096BAA1/ ISIN – USP0096BAA19

CUSIP – 008065AD6 / ISIN – US008065AD67

By returning the Commitment Party Election Form to your DTC Participant or otherwise following that firm’s instructions, you are requesting the DTC Participant to deliver your Senior Notes in accordance with the required procedures and subject to your election request(s). Please allow sufficient time for your DTC Participant to act prior to the Election Expiration Deadline.

Election choice for Equity Financing Commitment Parties ONLY

Your DTC Participant must provide your **Commitment Party Code** to the Claims and Solicitation Agent within one business day of the Election Expiration Deadline.¹ Be certain to provide your Commitment Party Code to your DTC Participant so that they can relay it to the Claims and Solicitation Agent. By making the following election(s) you are certifying that you are an Equity Financing Commitment Party and will provide additional information if requested.

You may make either election or you may split your election by clearly indicating the principal amount for each election choice. Depending on the results of the Equity Commitment Party Consideration Elections, Equity Financing Commitment Parties who elect Cash may also receive New Stock.

Class 3(a) – 7% Senior Notes due 2025 CUSIP/ISIN	Insert Principal Amount (DTC Participant to assume 100% of amount held unless otherwise instructed)	Election Choice(s) for Equity Financing Commitment Party (Cash and/or New Stock)
CUSIP – P0096BAA1	\$ _____	<input type="checkbox"/> Equity Financing Commitment Party <u>CASH</u> Allocation Election
CUSIP – 008065AD6	\$ _____	
CUSIP – P0096BAA1	\$ _____	<input type="checkbox"/> Equity Financing Commitment Party <u>NEW STOCK</u> Allocation Election
CUSIP – 008065AD6	\$ _____	

The Senior Notes held by the electing Equity Financing Commitment Parties are to be delivered via [DTC’s Automated Tender Program [or] Deposit or Withdrawal at Custodian (DWAC)]

¹The [VOI Number [or DWAC Number]] and Commitment Party Code must be emailed to the Claims and Solicitation Agent at tabulation@epiqglobal.com (with a reference to “**AEM Commitment Party**” in the subject line).

Withdrawal] and the election instruction of each Equity Financing Commitment Party shall represent an instruction to its DTC Participant to deliver the corresponding Senior Notes in accordance with the required procedures.

Date: _____

Beneficial Holder Name: _____

Authorized signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Address (continued): _____

Telephone Number: _____

Email: _____

Exhibit 2

Equity Financing Commitment Party Identification Form

Equity Financing Commitment Party Identification Form

For Equity Financing Commitment Parties Only

CUSIP – P0096BAA1/ ISIN – USP0096BAA19

CUSIP – 008065AD6 / ISIN – US008065AD67

Date: _____

Beneficial Holder Name: _____

VOI or DWAC Number: _____

Commitment Party Code: _____

Mexican Securities Broker (if any): _____

Authorized signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Address (continued): _____

Telephone Number: _____

Email: _____

This Equity Financing Commitment Party Identification Form must be sent to the Claims and Solicitation Agent at tabulation@epiqglobal.com (with reference to “AEM Commitment Party” in the subject line) by [·], 2022.

Exhibit B

**Revised Proposed Order
(Blackline against Original 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 APPROVING THE (I) SHORTENED NOTICE AND OBJECTION
PERIODS FOR DEBTORS' DISCLOSURE STATEMENT MOTION, (II)
ADEQUACY OF INFORMATION IN THE DISCLOSURE STATEMENT,
(III) SOLICITATION AND VOTING PROCEDURES, (IV) FORMS OF
BALLOTS, NOTICES AND NOTICE PROCEDURES IN CONNECTION
THEREWITH AND (V) CERTAIN DATES WITH RESPECT THERETO**

Upon the motion (the “**Motion**”)² of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) for entry of an order, pursuant to sections 1125, 1126 and 1128 of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2002, 3016, 3017, 3018 and 3020 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 3017-1, 3018-1 and 3020-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), approving, among other things, (a) the adequacy of information in the Disclosure Statement, (b) Solicitation and Voting Procedures, (c) forms of Ballots, notices and notice procedures in connection therewith and (d) certain dates with respect thereto, all as more fully set forth in the Motion; and the Court having

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 or the Plan, as applicable.

jurisdiction to consider the matters raised in the 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.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and 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 the Court having held a hearing to consider the relief requested in the Motion on a final basis (the “**Disclosure Statement Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Disclosure Statement Hearing establish just cause for the relief granted herein; and the Court having determined that the relief requested is in the best interests of the Debtors, their estates, creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.
1. **Approval of the Disclosure Statement.**
 2. The Disclosure Statement is approved as providing holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code, and as otherwise required by applicable law with respect to the Plan.

3. The Disclosure Statement (including all applicable exhibits thereto and the notices provided for herein) provides holders of Claims, holders of Interests and all other parties in interest with sufficient notice of the releases, exculpatory provisions and injunctions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

4. The Disclosure Statement Hearing Notice filed by the Debtors and served upon parties in interest in these Chapter 11 Cases constituted adequate and sufficient notice of the hearing to consider approval of the Disclosure Statement and the deadline for filing objections to the Disclosure Statement and responses thereto, and is hereby approved.

5. All objections, responses, statements or comments, if any, in opposition to approval of the Disclosure Statement and the relief requested in the Motion that have not otherwise been resolved or withdrawn prior to, or on the record at, the Disclosure Statement Hearing are overruled in their entirety.

II. Approval of the Timeline and Materials for Soliciting Votes.

A. Approval of Key Dates and Deadlines with Respect to the Plan and the Disclosure Statement.

6. The following dates are hereby established (subject to modification as necessary) with respect to the solicitation of votes to accept, and voting on, the Plan (all times prevailing Eastern Time):

Event	Date
Voting Record Date	{October 14} ; <u>November 30</u> , 2021
Disclosure Statement Objection Deadline	{October 15} <u>December 1</u> , 2021, at {4}:00 p.m. <u>4:00 p.m.</u> ,

	prevailing Eastern Time
Disclosure Statement Hearing	{October 21} <u>December 6,</u> 2021, at {9}:00 a.m. <u>10:00 a.m.,</u> prevailing Eastern Time
Commencement of Solicitation	One business day after entry of the Order ³
Plan Supplement Filing Deadline	[November 16] <u>January 7],</u> 2021 <u>2022</u>
Publication Deadline	[November 16] <u>January 7],</u> 2021 <u>2022</u>
Voting Deadline	[November 19], 2021 <u>January</u> <u>10], 2022,</u> at [4]:00 p.m., prevailing Eastern Time
Plan Objection Deadline	[November 19], 2021 <u>January</u> <u>10], 2022,</u> at [4]:00 p.m., prevailing Eastern Time
Contract Objection Deadline	[November 19], 2021 <u>January</u> <u>10], 2022,</u> at [4]:00 p.m., prevailing Eastern Time
Deadline to File Voting Report	[November 24], 2021 <u>January</u> <u>13], 2022</u>
Deadline to File the Confirmation Brief and Omnibus Reply to Plan Objections	[November 22], 2021 <u>January</u> <u>13], 2022,</u> at [4]:00 p.m., prevailing Eastern Time
Confirmation Hearing Date	[November 29], 2021 <u>January</u> <u>17], 2022,</u> at [11:00 a.m. <u>10</u>]: <u>00</u> <u>a.m.,</u> prevailing Eastern Time

7. The Confirmation Hearing Date and deadlines related thereto may be continued from time to time by the Court or the Debtors without further notice to parties in interest other than such adjournments announced in open Court and/or a notice of adjournment filed with the Court and served on the Debtors' master service list.

8. ~~8.~~ For reference, and as described in further detail herein, below is a list of the various exhibits cited throughout the Order:

³ The Claims and Solicitation Agent (as defined below) will use all practicable means to complete the emailing and mailing, as applicable, of the Solicitation Packages as soon as possible.

Relevant Document	Exhibit
Solicitation and Voting Procedures	Exhibit 1
Form of Ballots	Exhibit 2A, 2B and 2C
Notice of Non-Voting Status to Holders of Unimpaired Claims	Exhibit 3
Notice of Non-Voting Status to Holders of Impaired <u>Disputed</u> Claims	Exhibit 4
Notice of Non-Voting Status to Holders of Disputed <u>Customer</u> Claims	Exhibit 5
Plan Summary	Exhibit 6
Notice of Mexican Brokerage Requirement	Exhibit 7
Confirmation Hearing Notice	Exhibit 8
Plan Supplement Notice	Exhibit 9
Assumption and Assumption and Assignment Notice	Exhibit 10
Rejection Notice	Exhibit 11
Publication Notice	Exhibit 12
<u>Election Notice</u>	<u>Exhibit 13</u>

B. Approval of the Form of, and Distribution of, Solicitation Packages to Parties Entitled to Vote on the Plan.

9. The Solicitation Packages are approved.

10. In accordance with Bankruptcy Rule 3017(d), the Solicitation Packages shall contain:

- a. With respect to the holders of Claims in the Voting Classes⁴, the Solicitation Packages to be transmitted starting on the Solicitation Deadline to those holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date shall include the following, the form of each of which is hereby approved:

⁴ “Voting Classes” means Holders of claims in following classes: 3(a), 3(b), 3(c), 3(d), 3(e), 4(b), 4(c) and 4(d).

- i. The Confirmation Hearing Notice in substantially the form attached hereto;
 - ii. The applicable Ballot or Master Ballot, in substantially the applicable forms of Ballot attached hereto, including a prepaid, preaddressed return envelope; and
 - iii. The Plan Summary in substantially the form attached hereto;
 - iv. A copy of the Order (without exhibits other than the Solicitation and Voting Procedures), as entered by the Court; and
 - v. The Disclosure Statement, as approved by the Court (with all exhibits annexed thereto); and
- b. With respect to holders of Claims in the Non-Voting Classes⁵ (the “**Non-Voting Status Notice Package**”):
- i. The Confirmation Hearing Notice;
 - ii. The Plan Summary; ~~and~~
 - iii. The applicable Notice of Non-Voting Status; and
 - iv. For certain Holders of Customer Claims, the Voucher Election Form⁶; and
- c. With respect to the U.S. Trustee, a copy of each document contained in each version of the Solicitation Packages, which may include non-customized Ballots and a non-customized Notice of Non-Voting Status; and
- d. Any additional documents that the Court has ordered to be included in hard-copy format.

⁵ “**Non-Voting Classes**” means Holders of Claims in following classes 1, 2, 4(a) and 5 and any Holder of a Disputed Claim; *provided*, however, that notwithstanding that Holders of Intercompany Claims and Interests and Interests in Grupo Aeroméxico are classified within non-voting classes, they are not captured in this definition because they are not receiving the Non-Voting Status Notice Package.

⁶ “**Voucher Election Form**” means the form attached as Schedule 1 to the Customer Claims Procedures, which are attached as Exhibit 1 the proposed Order (I) Authorizing the Debtors to (A) Continue Honoring Prepetition Obligations to Customers and Related Third Parties in Accordance with the Customer Programs Order and the Customer Claims Procedures and (B) Otherwise Continue Their Customer Programs and (II) Approving the Customer Claims Procedures [ECF No. 1997].

11. The Solicitation Packages provide the holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code and the Local Rules.

12. The Debtors shall distribute Solicitation Packages to all holders of Claims in the Voting Classes who are entitled to vote on the Plan starting on the Solicitation Deadline or as soon thereafter as reasonably practicable; provided, further that in lieu of printing and mailing or emailing the Order, Disclosure Statement and the Plan to Holders of Claims in the Voting Classes, the Debtors are authorized to provide instructions as part of the Ballots and the Confirmation Hearing Notice that discuss how to access these documents through the Case Website. Such service starting on the Solicitation Deadline shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

13. The Debtors are authorized, but not directed, to make available on the case website copies of the Solicitation Packages and the Non-Voting Status Notice Packages.

14. The Debtors are authorized, but not directed, to distribute the Solicitation Packages to Holders of Claims entitled to vote on the Plan by regular mail or electronic mail, where such Holder has provided an electronic mail address, unless not otherwise practicable. The Debtors are further authorized to distribute the Ballots, which will contain instructions detailing how to access electronic versions or request hard copies of the documents within the Solicitation Packages, in paper format.

15. The Debtors are authorized to distribute the Non-Voting Status Notice Packages to Holders of Claims not entitled to vote on the Plan by either regular mail or electronic mail where such Holder has provided an electronic mail address.

16. Any party entitled to vote on the Plan that has not provided an electronic mail address may request to receive paper copies of the Plan, Disclosure Statement, the Order and the Solicitation and Voting Procedures from the Claims and Solicitation Agent at no cost to such party.

17. The Claims and Solicitation Agent is authorized to assist the Debtors in (a) distributing the Solicitation Package; (b) receiving, tabulating and reporting on Ballots cast to accept or reject the Plan by holders of Claims against the Debtors; (c) responding to inquiries from holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan; (d) soliciting votes on the Plan; ~~and~~ (e) providing additional notices to the Holders of Senior Notes Claims and/or the Equity Financing Commitment Parties, including (without limitation) the form of notice (the “Election Notice”) attached hereto as Exhibit 13, which shall be distributed at a time determined by the Debtors and the Noteholder Investors, but no later than one business day after the entry of the Confirmation Order, and otherwise in manner and form as agreed to by the Debtors and the Noteholder Investors; and (f) if necessary, contacting creditors regarding the Plan or as soon as practicable thereafter.

18. The Claims and Solicitation Agent is authorized to accept Master Ballots via encrypted email or other secured method of electronic communication.

19. The Claims and Solicitation Agent is authorized to accept the Individual Ballots via electronic submission through a customized online balloting portal on the Debtors' case website. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner, and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots submitted via the customized online balloting portal shall be deemed to contain an original signature. Ballots submitted electronically other than through the customized online balloting portal will not be counted.

C. Approval of the Confirmation Hearing Notice and the Publication Notice.

20. The Confirmation Hearing Notice and the Publication Notice, substantially in the forms attached hereto as **Exhibit 8** and **Exhibit 12**, respectively, comply with the requirements of applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and are approved in all respects. The Confirmation Hearing Notice shall be served upon all known holders of Claims and the parties on the Debtors' master service list (regardless of whether such parties are entitled to vote on the Plan) starting by no later than the Solicitation Deadline. No later than the Plan Supplement Filing Deadline, the Debtors shall publish the Publication Notice, substantially in the form attached hereto as **Exhibit 12**, once in each of *The Wall Street Journal*, *The New York Times* and the Mexican national edition of *El Economista*. The Confirmation Hearing Notice and the Publication Notice provide Holders of Claims and/or Interests and all parties in interest in the Chapter 11 Cases with sufficient notice

of, among other things, the releases, exculpatory provisions, and injunctions, as set forth in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

D. Approval of Notice of Filing of the Plan Supplement.

21. The Debtors are authorized to send notice of the filing of the Plan Supplement, substantially in the form attached hereto as Exhibit 9, on the date that the Debtors file the Plan Supplement (which will be filed and served at least two calendar days prior to the Plan Objection Deadline) or as soon as practicable thereafter.

E. Approval of the Form of Notices to Non-Voting Classes.

22. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Solicitation Packages to holders of in Non-Voting Classes, as such holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Deadline, the Claims and Solicitation Agent shall send a Non-Voting Status Notice Package, the form of each of which is hereby approved, in lieu of Solicitation Packages, with no further notice necessary or required, to certain of those parties, outlined below, who are not entitled to vote on the Plan:

- a. ***Unimpaired Claims—Conclusively Presumed to Accept.*** Holders of Claims in Classes ~~{1-and, 2}~~, 4(a) and 5 are not impaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan. As such, holders of such Claims will receive the applicable Notice of Non-Voting Status applicable in lieu of a Solicitation Package.
- b. ***Disputed Claims.*** (i) Holders of Claims that are subject to a pending objection or motion that seeks to disallow and/or expunge, or provides for the withdrawal of, their Claim(s) will receive the applicable Non-Voting Status Notice Package in lieu of a Solicitation Package and (ii) Holders of Claims that are subject to a pending objection or motion by the Debtors that seeks to establish, reduce, modify, and/or reclassify their Claim(s) will receive the applicable Solicitation Package, in each case, except

as otherwise provided in a stipulation, settlement, or other agreement filed by the Debtors or as ordered by the Court at least two (2) days prior to the Voting Deadline, including pursuant to an order of any Rule 3018 motion filed regarding such Claim

~~b. **Intercompany Claims and Intercompany Interests— Presumed to Accept or Deemed to Reject.**— Holders of Claims or Interests in Classes [] are either conclusively presumed to have accepted the Plan or are deemed to have rejected the Plan. Accordingly, such holders are not entitled to vote to accept or reject the Plan and will receive the applicable Notice of Non-Voting Status in lieu of a Solicitation Package.~~

~~c. **Interests in Grupo Aeroméxico— Deemed to Reject.**— Holders of Interests in Class [7] are receiving no recovery under the Plan and, therefore, are deemed to reject the Plan and will receive the applicable Notice of Non-Voting Status in lieu of a Solicitation Package.~~

~~d. **Disputed Claims.**— Holders of Claims that are subject to a pending objection by the Debtors are not entitled to vote the disputed portion of their claim. As such, holders of such Claims will receive the applicable Notice of Non-Voting Status in lieu of a Solicitation Package.~~

23. The Debtors are also not required to send Solicitation Packages or other solicitation materials to: (a) holders of Claims that have already been paid in full during the Chapter 11 Cases or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court; or (b) any party to whom the Disclosure Statement Hearing Notice was sent but was subsequently returned as undeliverable.

F. Approval of the Form of Plan Summary

24. The Plan Summary substantially in the form attached hereto as **Exhibit 6** is approved and the Debtors are authorized to send such Plan Summary to all holders of Claims. The Plan Summary will be provided in English and Spanish and will describe

only the most salient features of the Plan. The Plan Summary will be provided along with the Plan and Disclosure Statement, as applicable, and is qualified by the provisions of the Plan in all respects; however, it is being distributed to minimize the cost and translation risks associated with translating the Plan into Spanish.

G. Approval of Notice of Mexican Brokerage Requirement

25. The Notice of Mexican Brokerage Requirement substantially in the form attached hereto as **Exhibit 7** is approved and the Debtors are authorized, but not directed, to send such Notice of Mexican Brokerage Requirement, if applicable, as part of the Solicitation Package.

H. Approval of Notices in Respect of Executory Contracts and Unexpired Leases.

26. The Assumption Notice, substantially in the form attached hereto as **Exhibit 10**, and the Rejection Notice, substantially in the form attached hereto as **Exhibit 11** (collectively, the “**Contract Notices**”) are approved; *provided, further* that up to and including the Effective Date, the Debtors may assume, assume and assign or reject an executory contract or unexpired lease pursuant to the assumption and rejection procedures (the “**Assumption and Rejection Procedures**”) approved pursuant to an order previously entered by this Court.

27. At least twenty-one (21) days prior to the Confirmation Hearing, the Debtors shall serve or cause to be served, the Contract Notices, as applicable, on known counterparties to executory contracts and unexpired leases subject thereto.

28. Service of the Contract Notices as set forth herein shall be deemed good and sufficient notice of, among other things, the proposed rejection, assumption, or assumption and assignment of executory contracts and unexpired leases of the Debtors

(including the proposed Cure Amounts related thereto and the release and satisfaction of any Claims or defaults arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption or assumption and assignment upon the satisfaction thereof), the amendment of contracts in connection with assumption or assignment pursuant to Article VII of the Plan, and the procedures for objecting thereto, and no other or further notice is necessary.

29. Any objection by a counterparty to the proposed treatment of any executory contract or unexpired lease as set forth in the Plan or the Contract Notices (as applicable), or any other matter pertaining thereto must be asserted pursuant to the procedures set forth in the applicable Assumption Notice or the Rejection Notice by the Contract Objection Deadline, and shall be heard by the Bankruptcy Court at the Confirmation Hearing or at such other date and time as may be fixed by the Court. Any counterparty to an executory contract or unexpired lease who does not timely file and serve an objection by the Contract Objection Deadline pursuant to procedures set forth in the Assumption Notice and the Rejection Notice (as applicable), shall be deemed to have assented to the treatment of such contract or lease on the terms set forth in the Plan and the Contract Notices (as applicable).

30. The Debtors are authorized, but not directed, to alter, amend, modify or supplement the Schedule of Assumed Contracts and/or the Schedule of Rejected Contracts and to assume, assume and assign or reject executory contracts and unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date,

within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

III. Approval of the Solicitation and Voting Procedures.

31. The Debtors are authorized to solicit, receive and tabulate votes to accept or reject the Plan in accordance with the Solicitation and Voting Procedures attached hereto as **Exhibit 1**. The procedures set forth herein, in the Solicitation and Voting Procedures set forth in **Exhibit 1** and in materials for soliciting votes approved hereby, including, without limitation, the proposed procedures for the temporary disallowance of Claims for the purpose of voting to accept or reject the Plan, and the establishment of the Voting Record Date, provide for a fair and equitable process and are consistent with section 1126 of the Bankruptcy Code, Bankruptcy Code Rule 3018 and the Local Rules, and are hereby approved in their entirety.

IV. Approval of the Plan Objection Procedures

32. The procedures set forth in the Motion regarding the filing of objections or responses to the Plan provide due, proper and adequate notice, comport with due process, comply with Bankruptcy Rules 2002, 3017 and 3020 and Local Rule 3020-1, and are hereby approved.

33. Objections and responses, if any, to confirmation of the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted pro hac vice, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest, on a

CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (d) be served in accordance with the Order Establishing Certain Notice, Case Management, and Administrative Procedures, entered on July 8, 2020 [Docket No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attention: Timothy Graulich, Stephen D. Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Brett Miller, Todd Goren, Craig Damast and Debra Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attention: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and

Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York ~~100001~~10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the U.S. Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014, Attention: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

34. Objections to confirmation of the Plan that are not timely filed, served and actually received in the manner set forth above and in the Confirmation Hearing Notice shall not be considered unless otherwise agreed by the Debtors or determined by the Court.

35. The Debtors are authorized to file and serve replies or an omnibus reply to any such objections along with their brief in support of confirmation of the Plan either separately or by a single, consolidated reply on or before the Reply Deadline. In addition, any party in interest may file and serve a statement in support of confirmation of the Plan and/or a reply to any objections to confirmation of the Plan by the Reply Deadline.

V. Amendments and General Provisions.

36. The Debtors are authorized to make non-substantive modifications to the Disclosure Statement, Plan, Confirmation Hearing Notice, Solicitation Packages, Notices of Non-Voting Status, Ballots, Publication Notice, Solicitation and Voting Procedures, Plan Supplement Notice, Notice of Mexican Brokerage Requirement, Contract Notices,

and related documents without further orders of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan and any other materials in the Solicitation Packages before distribution.

37. The Debtors are authorized, but not directed, to provide the Confirmation Hearing Notice, Ballots, Plan Summary, Notices of Non-Voting Status and any other solicitation documents to Holders of Claims in Spanish.

38. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

39. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

40. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

41. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Solicitation and Voting Procedures

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)

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE THAT on [], 2021, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order (the "Order"), (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes on the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the "Plan"); (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the "Disclosure Statement")² as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

A. The Voting Record Date.

The Court has approved [~~October 14~~November 30], 2021 as the record date for purposes of determining which holders of Claims in ~~Class [] ([])~~, ~~Class [] ([])~~ and ~~Class []~~ Classes 3(a), 3(b), 3(c), 3(d), 3(e), 4(b), 4(c) and 4([]d) are entitled to vote on the Plan (the "Voting Record Date").

B. The Voting Deadline.

The Court has approved [~~November 19~~, 2021, January 10, 2022] at [4]:00 [p].m., prevailing Eastern Time as the voting deadline (the "Voting Deadline") for the Plan. The

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors' corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

Debtors may extend the Voting Deadline, in their discretion, without further order of the Court.

To be counted as votes to accept or reject the Plan, votes must be submitted on an appropriate ballot (each, a "Ballot") or Master Ballot (as defined below) and delivered so that the Ballot or Master Ballot is actually received, in any case, no later than the Voting Deadline (as may be extended from time to time) by Epiq Corporate Restructuring, LLC (the "Claims and Solicitation Agent"). The procedures governing the submission of your vote depend on the class of your voting Claim. Therefore, please refer to your specific Ballot for instructions on the procedures to follow in order to submit your vote properly.

C. Form, Content, and Manner of Notices.

1. The Solicitation Package.

The following materials shall constitute the solicitation package (the "Solicitation Package"):

i. With respect to holders of Claims in the Voting Classes:

- (i) The *Notice of Hearing to Consider Confirmation of the Joint Plan of Reorganization Filed by the Debtors and Related Voting and Objection Deadlines*, in substantially the form annexed as Exhibit 8 to the Order (the "Confirmation Hearing Notice");
- (ii) The applicable Ballot, in substantially the form of Ballot annexed as Exhibit 2A, Exhibit 2B or Exhibit 2C (as applicable) to the Order, including a prepaid, preaddressed return envelope;
- (iii) The Plan Summary;
- (iv) the Disclosure Statement with all exhibits thereto; and
- (v) the Order (without exhibits other than the Solicitation and Voting Procedures);

ii. With respect to holders of Claims in the Non-Voting Classes (or Claims in Voting Classes that, as of the deadline set forth in the Order, are subject to a pending objection or otherwise deemed not entitled to vote on the Plan):

- (i) The Confirmation Hearing Notice;
- (ii) The Plan Summary; ~~and~~

|

(iii) The applicable Notice of Non-Voting Status; and

(iv) For certain Holders of Customer Claims, the Voucher Election Form;³

- iii. With respect to the U.S. Trustee: a copy of each document contained in each version of the Solicitation Packages, which may include non-customized Ballots and a non-customized Notice of Non-Voting Status; and
- iv. Any additional documents that the Court has ordered to be included in hard copy format.

2. Distribution of the Solicitation Package.

The Solicitation Package shall consist of electronic copies of all materials except the Ballots. Any party that receives the materials in electronic format but would prefer paper format may contact the Claims and Solicitation Agent by: (a) visiting the Debtors' Case Information Website located at <https://dm.epiq11.com/case/aeromexico>; (b) calling the Debtors' Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.); and/or (c) emailing the Debtors' Claims and Solicitation Agent at aeromexicoinfo@epiqglobal.com.

The Debtors shall serve, or cause to be served, all of the materials in the Solicitation Package (excluding the customized Ballots and customized Notice of Non-Voting Status) on the U.S. Trustee and all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. In addition, the Debtors shall send the Solicitation Package to all holders of Claims in the Voting Classes who are entitled to vote [one business day after entry of the Order] or as soon as reasonably practicable as described in Section D herein.

To avoid duplication and reduce expenses, the Debtors will use reasonable efforts to ensure that any holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against that Debtor. Whether two or more Claims are duplicative will be left to the sole discretion of the Debtors and their professionals, and the Claims and Solicitation Agent is authorized to take instruction from the Debtors and their professionals to mark all except the latest filed among such Claims as duplicative (and therefore not entitled to receive a Solicitation Package and/or to vote) irrespective of whether an objection has been filed identifying

³ "Voucher Election Form" means the form attached as Schedule 1 to the Customer Claims Procedures, which are attached as Exhibit 1 the proposed Order (I) Authorizing the Debtors to (A) Continue Honoring Prepetition Obligations to Customers and Related Third Parties in Accordance with the Customer Programs Order and the Customer Claims Procedures and (B) Otherwise Continue Their Customer Programs and (II) Approving the Customer Claims Procedures [ECF No. 1997].

such Claims as duplicative. Additionally, for purposes of serving the Solicitation Packages, the Debtors may rely on the address information for Voting and Non-Voting Classes as compiled, updated and maintained by the Claims and Solicitation Agent as of the Voting Record Date. The Debtors and the Claims and Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including Ballots).

3. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain holders of Claims that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive the *Notice of Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan*, substantially in the form annexed as Exhibit 3 to the Order (the "Unimpaired Notice of Non-Voting Status"). ~~Such notice will instruct such holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots). Certain holders of Claims who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will receive the Notice of Non-Voting Status to Holders of Impaired Claims Conclusively Presumed to Reject the Plan, substantially in the form annexed as Exhibit 4 to the Order (the "Impaired Notice of Non-Voting Status"). And certain other~~ Certain holders of Claims and Interests that are subject to a pending objection by the Debtors that seeks to disallow and/or expunge, or provide for the withdrawal of, their Claim(s), and who are not entitled to vote ~~the disputed portion of such Claim (the "Disputed such Claim, will receive the Notice of Non-Voting Status With Respect to Disputed Claims, substantially in the form annexed as Exhibit 4 to the Order (the "Disputed Notice of Non-Voting Status"). Holders of Customer Claims will receive the Notice of Non-Voting Status to Holders of Customer Claims, substantially in the form annexed as Exhibit 5 to the Order (the "Customer Claims Notice of Non-Voting Status" and, together with the Unimpaired Notice of Non-Voting Status and~~ Impaired the Disputed Notice of Non-Voting Status, the "Notices of Non-Voting Status"). ~~Such notices~~

The Notices of Non-Voting Status will, among other things, instruct such Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots) and how to opt into the third party releases set forth in Article VIII, Section 8.7 of the Plan. Each party that receives a Notice of Non-Voting Status will also receive a Confirmation Hearing Notice and Plan Summary, and certain Holders of Customer Claims will also receive the Voucher Election Form.

4. Notices in Respect of Executory Contracts and Unexpired Leases

Counterparties to Executory Contracts and Unexpired Leases that receive a *Notice of (A) Executory Contracts and Unexpired Leases to be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith* (the "**Assumption Notice**") or a *Notice Regarding Executory Contracts and Unexpired Leases to Be*

Rejected Pursuant to the Plan (the "Rejection Notice") substantially in the forms attached as Exhibit 10 and Exhibit 11 to the Order, respectively, may file an objection to the Debtors' proposed assumption and/or rejection, as applicable, and cure amounts, if applicable. Such objections must be filed with the Court by ~~[November 19], 2021,~~ January 10], 2022 at [4]:00 p.m., prevailing Eastern Time and served as set forth in the Assumption Notice or Rejection Notice, as applicable. Notwithstanding the foregoing, the Debtors are permitted to also utilize any assumption or rejection procedures approved by the Court to reject, assume or assume and assign (as applicable) any Executory Contract or Unexpired Lease up to and including the Effective Date. In each case and for the avoidance of doubt, a holder will only be entitled to receive a Solicitation Package on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date.

D. Establishing Claim Amounts for Voting Purposes and Allowance and Disallowance of Claims for Tabulation Purposes.

A claimant who holds a Claim in a Voting Class is nonetheless not entitled to vote to the extent that:

- i. such claimant's Claim has been disallowed, expunged, superseded, disqualified, or suspended;
- ii. such claimant's Claim is listed on the Schedules filed by the Debtors as "disputed," "contingent," or "unliquidated" and such claimant did not timely file a Proof of Claim with respect to such Claim;
- iii. such claimant's Claim was filed for \$0.00; or
- iv. such claimant's Claim is subject to an objection, subject to the procedures set forth below.

Solely for the purpose of voting, each Claim within the Voting Classes is temporarily allowed in an amount equal to the liquidated, noncontingent, and undisputed amount of such Claim set forth in the Schedules²⁴ or Proof of Claim³⁵, as applicable, subject to the following exceptions:

²⁴ "Schedules" means the schedules of assets and liabilities, statements of financial affairs, lists of Holders of Claims and Interests and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court ~~to the extent such filing is not waived pursuant to an order of the Bankruptcy Court.~~

³⁵ "Proof of Claim" means a proof of claim filed by a Holder of a Claim in accordance with the Bar Date Order.

- i. If a Claim is deemed Allowed⁴⁶ under the Plan, such Claim is allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- ii. If a Proof of Claim was timely filed in an amount that is wholly liquidated, noncontingent, and undisputed, such Claim is temporarily allowed for voting purposes only in the amount set forth on the Proof of Claim, unless such Claim is a Disputed Claim (as defined below);
- iii. If a Claim for which a Proof of Claim has been timely filed is wholly contingent, unliquidated, or disputed (based on the face of such Proof of Claim or as determined upon the review of the Debtors), such Claim is accorded one (1) vote and valued at One Dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution, unless such Claim is a Disputed Claim;
- iv. If a Claim is listed on a timely filed Proof of Claim as contingent, unliquidated, or disputed in part, such Claim is temporarily allowed in the amount that is liquidated, noncontingent and undisputed, unless such Claim is a Disputed Claim;
- v. Subject to subparagraphs ix-x below, if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court on or before the Voting Deadline, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only; provided that nothing in the Solicitation and Voting Procedures shall limit in any way the effect of any order allowing a Claim for purposes of distribution and allowance;
- vi. Any claimant who has filed or purchased Claims within the same Class relating to the same purported liability ("Duplicate Claims") (based on the reasonable determination of the Debtors) will be provided with only one (1) Solicitation Package and one (1) Ballot for voting a

⁴⁶ "Allowed" means all or that portion, as applicable, of any Claim or Interest against any ~~Debtors~~ Debtor (a) that has been listed by the Debtors in the Schedules, as such Schedules may be amended by the Debtors from time to time, as liquidated in amount and not Disputed or ~~contingent~~ Contingent, and for which no contrary or superseding Proof of Claim has been filed, (b) that has been expressly allowed by Final Order or under the Plan, (c) that has been ~~comprised~~ compromised, settled or otherwise resolved pursuant to the Claims Objection and Settlement Procedures Order, another Final Order of the Bankruptcy Court or ~~Section 6.2~~ of the Plan, or (d) that the Debtors do not timely object to in accordance with ~~Section 6.1~~ of the Plan; *provided, however*, that Claims allowed solely for the purpose of voting to accept or reject the Plan shall not be considered "Allowed Claims" for any other purpose under the Plan or otherwise, except if and to the extent otherwise determined to be Allowed as provided herein.

single Claim in such Class, regardless of whether the Debtors have objected to such Duplicate Claim;⁵⁷

- vii. Each claimant who holds or has filed more than one (1) non-Duplicate Claim within a particular Class shall be treated as if such claimant has only one (1) Claim in such Class in the aggregate dollar amount of such Claims;
- viii. If a Proof of Claim ~~(an "Amended Claim")~~ has been validly amended by a later Proof of Claim (an "Amended Claim") that is filed on or prior to the Voting Record Date, the later filed amending Claim shall entitle the holder of such Claim to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such earlier filed Claim. Except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;⁸
- ix. If a Claim is subject to an objection or motion that is ~~filed~~filed with the Court on or prior to five (5) days prior to the Voting Deadline (such claim, a "Disputed Claim"); and seeks to disallow and/or expunge, or provides for the withdrawal of, such Claim, such Disputed Claim is temporarily disallowed for voting purposes, except as otherwise provided in a stipulation, settlement, or other agreement filed by the Debtors or as ordered by the Court at least two (2) days prior to the Voting Deadline, including pursuant to an order of any Rule 3018 motion filed regarding such Claim; *provided that if ~~the objection seeks to reclassify or reduce the allowed amount of such Claim, then~~ a Claim is subject to a pending objection or motion by the Debtors that seeks to establish, reduce, modify, and/or reclassify their Claim(s), then the Debtors may direct the Claims and Solicitation Agent that* such Claim is temporarily allowed for voting purposes in the established, reduced, or modified amount and/or as reclassified, except as otherwise provided in a stipulation, settlement, or other agreement filed by the Debtors or as may be otherwise ordered by the Court at least two (2) days prior to the Voting Deadline; and
- x. The Debtors shall not be required to send Solicitation Packages to creditors whose Claims (a) are based solely on amounts scheduled by the Debtors that have already been paid in the full scheduled amount or (b) have been scheduled in a wholly unliquidated, contingent, or

⁵⁷ The Debtors reserve their right to object to ~~Duplicate~~duplicate Claims on the basis that any such Claim is a duplicate Claim or on any other grounds that the Debtors discover or elect to pursue at a later time.

⁸ The Debtors reserve their right to object to Amended Claims on the basis that any such Claim is an Amended Claim or on any other grounds that the Debtors discover or elect to pursue at a later time.

disputed amount and with respect to which such creditor did not timely file a Proof of Claim.

E. Return of Ballots.

- i. Votes to accept or reject the Plan will be counted only if such votes are included on a valid Ballot (or Master Ballot, as applicable) properly executed, completed, and delivered to the Claims and Solicitation Agent so that such Ballot (or Master Ballot, as applicable) is actually received by the Claims and Solicitation Agent no later than the Voting Deadline;
- ii. In addition to accepting hard copy Ballots via first-class mail, overnight courier, or hand delivery, the Claims and Solicitation Agent will accept Ballots, but not Master Ballots or Beneficial Holder Ballots, submitted via an online balloting portal ("E Ballots") accessible at the Debtors' chapter 11 case website (<https://dm.epiq11.com/case/aeromexico>);⁶⁹ and

F. Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and submission of Ballots, so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:

- i. Except as otherwise provided in the Solicitation and Voting Procedures, unless the Ballot being furnished is timely submitted to the Claims and Solicitation Agent on or prior to the Voting Deadline (as the same may be extended in the discretion of the Debtors), the Debtors shall reject such Ballot as invalid and, therefore, shall not count it in connection with Confirmation of the Plan;
- ii. The Claims and Solicitation Agent will date-stamp all Ballots when received. The Claims and Solicitation Agent shall retain the original Ballots and an electronic copy of the same for a period of one year after the Effective Date of the Plan and thereafter may discard such original Ballots, unless otherwise ordered by the Court or requested by the Debtors. The Claims and Solicitation Agent shall tabulate Ballots on a Debtor-by-Debtor basis;
- iii. Consistent with the requirements of Local Rule 3018-1, the Debtors will file with the Court, on or before [November 24], 2021 at 12:00

⁶⁹ The encrypted Ballot data and audit trail created by such online submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed immediately legally valid and effective.

~~p.m., (prevailing Eastern Time)~~ January 13], 2022 or as soon as practicable thereafter, a certification of votes (the "Voting Report"). The Voting Report shall, among other things, certify to the Court in writing the amount and number of Allowed Claims of each Class accepting or rejecting the Plan, and delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or electronic mail (in instances where submission by email is not permitted), or damaged ("Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each such Irregular Ballot. The Voting Report shall be served upon the Creditors' Committee and the U.S. Trustee;

- iv. The method of delivery of Ballots to be sent to the Claims and Solicitation Agent is at the election and risk of each holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Claims and Solicitation Agent actually receives the executed Ballot;
- v. Delivery of a Ballot to the Claims and Solicitation Agent by facsimile, or any electronic means other than as an E-Ballot or as otherwise expressly provided in these Solicitation and Voting Procedures (including with respect to Master Ballots) will not be valid;
- vi. No Ballot should be sent to the Debtors, the Debtors' agents (other than the Claims and Solicitation Agent), the Debtors' financial or legal advisors, or the Court, and if so sent, and not otherwise properly and timely delivered to the Claims and Solicitation Agent, will not be counted;
- vii. Except as described in Section G below, if multiple Ballots are received from the same holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received by the Claims and Solicitation Agent will be deemed to reflect that holder's intent and will supersede and revoke any prior Ballot;
- viii. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot, other than a Master Ballot, that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes;

- ix. Any person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of Claims must indicate such capacity when signing;
- x. The Debtors, subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;
- xi. Neither the Debtors, the Claims and Solicitation Agent, nor any other Entity, will be under any duty to provide notification to any party of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;
- xii. Unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;
- xiii. In the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;
- xiv. Subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the reasonable opinion of the Debtors and the Creditors' Committee, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;
- xv. Neither the Debtors, the Debtors' professionals, nor the Claims and Solicitation Agent shall be obligated to coordinate with voters to cure any Irregular Ballots;
- xvi. If a Claim has been estimated or otherwise Allowed for voting purposes only by order of the Court, stipulation or settlement, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution under the Plan;
- xvii. If an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

- xviii. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of such Claim; (ii) any Ballot cast by any Entity that does not hold a Claim in a Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed; (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, a Ballot cast via the Claims and Solicitation Agent's online "E-Balloting" portal or via an executed Master Ballot will be deemed to contain an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein;
- xix. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors; and
- xx. The Debtors are authorized to enter into a stipulation with the holder of any Claim agreeing to the amount of a Claim for voting purposes.

G. Master Ballot Solicitation, Voting and Tabulation Procedures.

In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to Beneficial Holders of Claims in Class ~~H~~3(a) who hold and therefore will vote their position through a Nominee.⁷¹⁰ The requirements and procedures set forth in this Section G and in the Master Ballot include:

- a. the Claims and Solicitation Agent shall distribute or cause to be distributed to the Nominees the appropriate number of (i) Solicitation Packages for each Beneficial Holder represented by the Nominee as of the Voting Record Date, which will contain copies of Ballots for each ~~beneficial holder~~Beneficial Holder (a "Beneficial Holder Ballot") and (ii) a master ballot (the "Master Ballot");
- b. each Nominee shall immediately, and in any event within five Business Days after its receipt of the Solicitation Packages commence the solicitation of votes from its Beneficial Holder clients through one of the following two methods:
 - i. distribute to each ~~beneficial holder~~Beneficial Holder the Solicitation Package along with a Beneficial Holder Ballot, voting information form ("VIF"),~~—~~ and/or other customary communication,which may include a meeting of the Beneficial

⁷¹⁰ "Nominee" means any broker, dealer, commercial loans institution, financial institution, common representative or other nominee in whose name securities are registered or held of record on behalf of a Beneficial Holder.

Holders, used to collect voting information from its Beneficial Holder clients along with instructions to the Beneficial Holder to return its vote to the ~~nominee~~Nominee in a timely fashion; or

- ii. distribute to each Beneficial Holder the Solicitation Package along with a "pre-validated" Ballot (a "Pre-Validated Beneficial Ballot") signed by the Nominee and including the Nominee's DTC participant number, the Beneficial Holder's account number, and the amount of Claims held by the Nominee for such ~~beneficial holder~~Beneficial Holder with instructions to the Beneficial Holder to return its Pre-Validated Beneficial Ballot to the Claims and Solicitation Agent in a timely fashion;
- c. each Nominee shall compile and validate the votes and other relevant information of all such ~~beneficial holders~~Beneficial Holders on the Master Ballot in a manner that is consistent with such Nominee's past practice and/or legal obligations; and transmit the Master Ballot *(along with copies of each corresponding Beneficial Ballot, if applicable)* to the Solicitation Agent on or before the Voting Deadline;
- d. Nominees that submit Master Ballots must keep the original Beneficial Holder Ballots, VIFs, or other communication used by the ~~beneficial holder~~Beneficial Holder to transmit its vote for a period of one year after the Effective Date of the Plan;
- e. Nominees that pre-validate Beneficial Holder Ballots must keep a list of ~~beneficial holders~~Beneficial Holders for whom they pre-validated a Ballot along with copies of the pre-validated Ballots for a period of one year after the Effective Date of the Plan;
- f. the Claims and Solicitation Agent will not count votes of Beneficial Holders unless and until they are included on a valid and timely Master Ballot or a valid and timely Pre-Validated Beneficial Ballot;
- g. if a Beneficial Holder holds Claims through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such ~~beneficial holder~~Beneficial Holder must vote consistently and execute a separate Beneficial Holder Ballot for each block of Senior Notes or Unsecured CEBURES that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;
- h. votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in the applicable Voting Class, as of the Voting Record Date, as evidenced by the record

and depository listings. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Interests held by such Nominee as of the Voting Record Date;

- i. if conflicting votes or "over-votes" are submitted by a Nominee pursuant to a Master Ballot, the Claims and Solicitation Agent will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee's position in the applicable Voting Class;
- j. a single Nominee may complete and deliver to the Claims and Solicitation Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots submitted by a single Nominee are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a ~~beneficial-holder~~Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee or more than one Pre-Validated Beneficial Ballot to the Claims and Solicitation Agent, (i) the latest received Beneficial Holder Ballot or Pre-Validated Beneficial Ballot received before the submission deadline imposed by the nominee or the Voting Deadline, respectively, shall be deemed to supersede any prior Beneficial Holder Ballot or Pre-Validated Beneficial Ballot, as applicable, submitted by the ~~beneficial-holder~~Beneficial Holder, and (ii) the Nominee shall complete the Master Ballot accordingly; and
- k. the Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Beneficial Holder Ballot and other enclosed materials to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any Nominee or other person for soliciting Beneficial Holder Ballot with respect to the Plan.

H. [Equity Commitment Party Consideration Election](#)

Pursuant and subject to the terms of the confirmed Plan, Equity Financing Commitment Parties that are Holders of Aerovías and Grupo Aeroméxico Recourse Claims (each an "Eligible Electing Party" and collectively, the "Eligible Electing Parties") have the option (the "Equity Commitment Party Consideration Election"), on account of such

Holder's Equity Commitment, to receive Cash consideration from the Unsecured Creditor Cash Distribution or the Grupo Aeroméxico New Stock Allocation or a combination of Cash and New Stock.

All Eligible Electing Parties, except for Holders of the Senior Notes Claims, shall make any Equity Commitment Party Consideration Election on their Ballot. Whereas, Eligible Parties that are Holders of the Senior Notes Claims shall make any Equity Commitment Party Consideration Election via a separate notice (the "Election Notice"). Eligible Electing Parties should make an election on each Ballot and Election Notice received. The Election Notice shall be sent to Beneficial Holders and their Nominees, as applicable, and as provided for in the Order. The Election Notice is being used instead of the Ballots for the Holders of the Senior Notes Claims because the Senior Notes are publicly traded and held through DTC. If an Eligible Electing Party does not duly make an election to receive Cash or New Stock or a combination of Cash and New Stock, either on a Ballot or Election Notice, then such Holder will receive New Stock pursuant to the terms of the Plan. Further, if the Unsecured Creditor Cash Distribution would be oversubscribed, then Eligible Electing Parties electing Cash will receive on account of their Claim their Pro Rata share of the available Unsecured Creditor Cash Distribution and the remainder from the Grupo Aeroméxico New Stock Allocation.

I. ~~H.~~ Amendments to the Plan and Solicitation and Voting Procedures.

The Debtors reserve the right to make non-substantive modifications to the Disclosure Statement, Plan, Confirmation Hearing Notice, Solicitation Packages, Notices of Non-Voting Status, Ballots, Solicitation and Voting Procedures, Plan Supplement Notice, Notice of Mexican Brokerage Requirement, Assumption and Rejection Notices, and related documents without further orders of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan and any other materials in the Solicitation Packages before distribution.

Exhibit 2A

Form of Individual Ballot

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)

BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
GRUPO AEROMÉXICO, S.A.B. DE C.V. AND ITS AFFILIATED DEBTORS

CLASS [•]: [CLASS NAME] CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THIS BALLOT.

THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO
BE ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, LLC (“EPIQ”
OR THE “CLAIMS AND SOLICITATION AGENT”) BY [4]:00 P.M. (PREVAILING EASTERN
TIME) ON [~~NOVEMBER 19~~, 2021 JANUARY 10, 2022] (THE “VOTING DEADLINE”).

The Claims and Solicitation Agent, on behalf of Grupo Aeroméxico S.A.B. de C.V., Aerovías de México, S.A. de C.V., Aerolitoral, S.A. de C.V. and Aerovías Empresa de Cargo, S.A. de C.V., as debtors and debtors in possession (collectively, the “**Debtors**,” and each a “**Debtor**”), is soliciting votes to accept or reject the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated [•], 2021 [ECF No. [•]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) from the holders of certain Impaired Claims against the Debtors.

You are receiving this ballot (the “**Ballot**”) because you hold a Claim against the Debtors as of [~~October 14~~ November 30], 2021 (the “**Voting Record Date**”). Your Claim is classified under the Plan in Class [•] ([•] Claims). Except as otherwise set forth in the Bar Date Order, all timely filed Claims have been deemed filed against the applicable Debtor, and, therefore, you are entitled to vote to accept or reject the Plan.

The rights and treatment for each Class are described in the Disclosure Statement, ~~which is included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the~~ Each of the Disclosure Statement, Plan, ~~the~~ and order approving the Disclosure

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

Statement and related solicitation procedures ~~[ECF No. [•]]~~ (the “**Order**”), ~~and certain other materials~~ are available on the Case Website (as defined below) at ECF Nos. [•], [•] and [•], respectively. The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions and request hard copies format versions of each of the (a) Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may (i) visit the Debtors’ case website (the “Case Website”) at <https://dm.epiq11.com/case/aeromexico>; (ii) write the Claims and Solicitation Agent at GRUPO AEROMÉXICO, S.A.B. de C.V., *et al*, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) email aeromexicoinfo@epiqglobal.com or (iv) call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov>.

Pursuant to the Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not ~~indicate confirmation of~~ mean that the Plan has been confirmed by the Bankruptcy Court. ~~This~~ Rather, the Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. Moreover, this Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Ballot in error, please contact the Claims and Solicitation Agent **immediately** at the address, telephone number or email address set forth above.

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek independent legal advice concerning the Disclosure Statement and the Plan and the classification and treatment of your Claim. Your Claim has been placed in the Class indicated on this Ballot. If you hold Claims in more than one Class, you will receive a separate Ballot for each Class in which you are entitled to vote. If you have not received a separate Ballot for each Class in which you are entitled to vote, then please contact the Claims and Solicitation Agent immediately at the address, telephone number or email address set forth above.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

In order for your vote to be counted, this Ballot or an E-Ballot (as defined below) must be properly completed, signed (if not submitted via E-Ballot) and returned to the Claims and Solicitation Agent so that it is actually received no later than [4]:00 p.m. (prevailing Eastern Time) on [November 19], 2021, January 10], 2022 unless such time is extended in writing by the Debtors.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Claims and Solicitation Agent immediately at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). **THE CLAIMS AND SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

IMPORTANT NOTICE FOR ALL CREDITORS

PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT, ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS (INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED PLAN AND THE TRANSACTIONS CONTEMPLATED THEREUNDER, WITH THE EXCEPTION OF CERTAIN THIRD PARTY RELEASES CONTAINED IN THE PLAN, UNLESS SUCH HOLDER OF CLAIMS OR HOLDER OF INTERESTS ELECTS BY CHECKING THE BOX ON THIS BALLOT TO OPT INTO GRANTING THE THIRD PARTY RELEASE AND IS, THEREFORE, A RELEASING PARTY; AND BY RECEIVING A DISTRIBUTION (IF ANY) PURSUANT TO THE PLAN, YOU WILL BE, IN THE MANNER CONTEMPLATED IN THE PLAN, WAIVING ALL RIGHTS AND REMEDIES UNDER ANY APPLICABLE U.S. AND FOREIGN LAW, INCLUDING WITHOUT LIMITATION MEXICAN LAW, TO FURTHER DISTRIBUTIONS OR RECOVERIES FOR THE SAME CLAIM, AND YOU ARE ALSO AGREEING THAT THE DISTRIBUTION (IF ANY) PROVIDED TO YOU BY THE PLAN IS THE SOLE DISTRIBUTION (IF ANY) YOU SHALL RECEIVE IN ANY JURISDICTION FROM THE DEBTORS ON ACCOUNT OF YOUR CLAIM; PROVIDED, HOWEVER, IF YOU ARE A NON-RELEASING PARTY, THE THIRD PARTY RELEASE BELOW WILL NOT APPLY TO YOU AND THE RIGHTS YOU MY HAVE AGAINST THIRD PARTIES, IF ANY, SHALL BE PRESERVED AND NOT WAIVED BY OR OTHERWISE AFFECTED BY YOUR VOTE.

[Remainder of Page Intentionally Left Blank]

[CLASS NAME] BALLOT

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the holder of Claims in the class indicated below in the following aggregate amount (insert amount in box below):

Class: _____
Debtor: _____
Claims Amount: \$ _____

Item 2. Vote on the Plan.

The holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):

<u> ACCEPT (vote FOR) the Plan </u>	<u> REJECT (vote AGAINST) the Plan </u>
--	--

Item 23. Important information regarding the Debtor Release, Third-Party Release, Exculpation and Injunction Discharge.

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:

IF YOU VOTE TO ACCEPT OR REJECT OR DO NOT VOTE ON THE PLAN AND YOU WISH TO GRANT A RELEASE BY BECOMING A RELEASING PARTY AS DESCRIBED IN ITEM 3, YOU MUST CHECK THE BOX BELOW TO OPT IN TO THE THIRD PARTY RELEASE. IF YOU DO NOT CHECK THE BOX BELOW, THEN THE THIRD PARTY RELEASE BELOW WILL NOT APPLY TO YOU AND THE RIGHTS YOU MAY HAVE AGAINST THIRD PARTIES, IF ANY, SHALL BE PRESERVED AND NOT WAIVED BY OR OTHERWISE AFFECTED BY YOUR VOTE.

The undersigned Holder elects to:

<u> Opt in to the Third Party Release with Respect to the Released Parties </u>

Article VIII of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date~~ under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the res of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including,

without limitation, actual fraud)~~or~~, gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~[or (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C)~~ any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section ~~[8.6] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date~~under applicable law, except as otherwise explicitly provided herein ~~[or prohibited by law]~~, by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial

Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud) ~~or,~~ gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~for (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C)~~ any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section ~~[8.7] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act ~~or,~~ constitutes gross negligence or willful misconduct (including, without limitation, actual fraud). ~~This exculpation shall be in addition to, and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability~~ or claims for legal malpractice,

release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200). Notwithstanding anything herein to the contrary, nothing in the Plan shall release ~~(a) any Claims or Causes of Action that may be asserted against any Excluded Party and/or (b) any post-Effective Date obligations of any Entity.~~

Article VIII of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or ~~Interests~~interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or ~~Interests~~interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or ~~Interests~~interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or ~~Interests~~interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or ~~Interest~~interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

~~Item 3. Vote on the Plan.~~

The holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):

— ACCEPT (vote FOR) the Plan

— REJECT (vote AGAINST) the Plan

Item 4. Convenience Claim Election ~~to Receive Aerovías/Grupo Claimholder Cash Pool Under the Plan.~~

The undersigned Holder of a General Unsecured Claim in Class [●] identified in Item 1 hereby elects to:

= Reduce the value of the General Unsecured Claim provided in Item 1 to \$350,000 and be treated as a Holder of a Class [●] Convenience Claim under the Plan; *provided*, however, that a General Unsecured Claim originally allowed in an amount in excess of the Convenience Claim Amount may not be sub-divided into multiple claims of the Convenience Claim Amount or less and receive treatment as an Unsecured Convenience Class Claim. In making this election, the undersigned acknowledges that treatment as a Holder of a Class [●] Convenience Claim is in lieu of any treatment the undersigned may have received as a Holder of a Class [●] General Unsecured Claim.

[Remainder of Page Intentionally Left Blank]

Item 5. *** Equity Commitment Party ONLY Election. *******

~~If you a Cash Opt-In Eligible Claimholder, whether or not you vote to accept or reject the Plan, or choose not to vote on the Plan at all,~~ Pursuant and subject to the terms of the confirmed Plan, **ONLY if you are an Equity Financing Commitment Party** that is a Holder of Aerovías and Grupo Aeroméxico Recourse Claims (an “**Eligible Claim**”), then you have the option to ~~elect to receive your Pro Rata share of the Aerovías/Grupo Claimholder Cash Pool~~ **receive consideration from the Unsecured Creditor Cash Distribution, the Grupo Aeroméxico New Stock Allocation or a combination of Cash and New Stock** by checking the **applicable** box below. ~~and, if applicable, providing the Combination Election percentage split.~~

If you do not make ~~such an election~~ and by checking ~~the~~ **a** box below, **if you check multiple boxes or if you do not duly submit this Ballot, you will receive the New Stock, as described in the Plan.**

If you are an Equity Financing Commitment Party, you must include the commitment party code (the “Commitment Party Code”) separately communicated to you by the Claims and Solicitation Agent.

Commitment Party Code: _____

(Cash Election) I hereby elect to receive a Pro Rata share of **only** the ~~Aerovías/Grupo Claimholder~~ **Unsecured Creditor** Cash ~~Pool~~ **Distribution**, as described in the Plan, ~~and understand that.~~

= **(New Stock Election)** I hereby elect to receive a Pro Rata share of **only the Grupo Aeroméxico New Stock Allocation, as described in the Plan.**

= **(Combination Election)** I ~~will thereby not~~ **hereby elect to** receive a Pro Rata share of the **Grupo Aeroméxico New Stock** ~~under~~ **Allocation and the Unsecured Creditor Cash Distribution, each as described in the Plan.** with _____% of any Eligible Claim for New Stock and _____% of any Eligible Claim for Cash.²

[Remainder of Page Intentionally Left Blank ~~/ Certification Page to Follow~~]

² All Combination Elections must be expressed in whole numbers and total to 100%.

Item 56. Acknowledgments and Certification. By signing this Ballot, the undersigned certifies that the undersigned has been provided with a copy of the Disclosure Statement, including the Plan and all other exhibits thereto, the Order without exhibits and a Confirmation Hearing Notice. The undersigned further acknowledges that the solicitation of votes is subject to all terms and conditions set forth in the Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein. Further, by signing this Ballot, the undersigned agrees (i) to waive any rights and Claims (following receipt of all distributions under the Plan (if any) to which the undersigned is entitled on account of one or more Allowed Claims) against the Company and any of the Debtors (directly or indirectly) and agrees not to pursue any action or remedy in any jurisdiction, including without limitation Mexico, so as to recover on such same Claim and/or to obtain additional distributions or recoveries for the same Claim as against the Debtors and (ii) that the distribution (if any) provided to the undersigned under the Plan is the sole distribution (if any) that the undersigned shall receive in any jurisdiction from the Debtors on account of their Claim.

Name of Claimant: _____

Signature: _____

Name of Signatory (if different than Claimant): _____

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address:
(continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

VOTING DEADLINE: [~~November 19~~, 2021 January 10, 2022 at [4]:00 p.m. (prevailing Eastern Time);

(THE "VOTING DEADLINE")

If the Claims and Solicitation Agent does not actually receive this Ballot on or before ~~[November 19], 2021~~ January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time), and if the Voting Deadline is not extended, your vote ~~transmitted by this will not be counted.~~ Ballot may be counted toward Confirmation of the Plan only in the discretion of the Debtors after consultation with the Creditors' Committee.

For your vote to be counted, this Ballot must be properly completed, signed and returned so that it is actually received by the Claims and Solicitation Agent, by the Voting Deadline.

PLEASE SUBMIT A BALLOT BY ONE OF THE FOLLOWING METHODS:

SUBMISSION OF A HARD COPY BALLOT

You may submit your Ballot (with an original signature) in the envelope provided

By first class mail to: GRUPO AEROMÉXICO, S.A.B. de C.V Ballot Processing c/o Epiq Corporate Restructuring, LLC P.O. Box 4422 Beaverton, OR 97076-4422	Via overnight courier or hand delivery to: GRUPO AEROMÉXICO, S.A.B. de C.V Ballot Processing c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Boulevard Beaverton, OR 97005
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SUBMISSION THROUGH THE ONLINE E-BALLOTING PORTAL

Alternatively, to submit your Ballot via the Claims and Solicitation Agent's online balloting portal, visit <https://dm.epiq11.com/case/aeromexico>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Claims and Solicitation Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission ("E-Ballot"). Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Claims and Solicitation Agent's online portal should NOT also submit a paper Ballot.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Appendix A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not defined therein or herein shall have the meaning set forth in the Plan. **Please read the Plan and Disclosure Statement carefully before completing this Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one Class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you **must** complete and submit this hard copy Ballot **by mail** or an E-Ballot. **Ballots will not be accepted by facsimile or other electronic means (other than via the online balloting portal).**
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item **32** of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed ~~pre-addressed~~**pre-addressed** envelope or via first class mail, overnight courier, or hand delivery to:

<p style="text-align: center;">By first class mail to: GRUPO AEROMÉXICO, S.A.B. de C.V Ballot Processing c/o Epiq Corporate Restructuring, LLC P.O. Box 4422 Beaverton, OR 97076-4422</p>	<p style="text-align: center;">Via overnight courier or hand delivery to: GRUPO AEROMÉXICO, S.A.B. de C.V Ballot Processing c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Boulevard Beaverton, OR 97005</p>
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in accordance with paragraph 6 below.

5. **Use of Online Ballot Portal.** To ensure that your E-Ballot is counted, please follow the instructions of the Debtors’ case administration website at <https://dm.epiq11.com/case/aeromexico> (click the “E-Ballot” link). You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online balloting portal).**
6. Your Ballot (whether submitted by hard copy or through the online balloting portal) **must** be returned to the Claims and Solicitation Agent so as to be **actually received** by the Claims

and Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is ~~[November 19], 2021, January 10], 2022~~ at [4]:00 p.m., ~~(prevailing Eastern Time)~~.**

7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it ~~may~~will not be counted ~~only in the discretion of the Debtors after consultation with the Creditors' Committee~~. Additionally, **the following Ballots will not be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) any Ballot that both accepts and rejects the Plan;
 - (c) any Ballot that neither accepts nor rejects the Plan;
 - (d) any Ballot sent to the Debtors, the Debtors' agents (other than the Claims and Solicitation Agent), any indenture trustee, common representative or the Debtors' financial or legal advisors;
 - (e) any Ballot sent by facsimile or any electronic means other than via the online balloting portal;
 - (f) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (g) any Ballot cast by an Entity that does not hold a Claim in the Class indicated in Item 1 of the Ballot;
 - (h) any Ballot submitted by a holder not entitled to vote pursuant to the Plan;
 - (i) any unsigned Ballot; and/or
 - (j) any non-original Ballot (excluding those Ballots submitted via the online balloting portal).
8. The method of delivery of Ballot to the Claims and Solicitation Agent is at the election and risk of each holder of a Claim. Except as otherwise provided herein, such delivery will be ~~deemed~~considered made only when the Claims and Solicitation Agent **actually receives** the originally executed Ballot. In all cases, holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
10. You must vote all of your Claims within a Class either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple Claims within a Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within such Class for the purpose of distributing ballots and counting votes.
11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
12. **Please be sure to sign and date your Ballot.**
13. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claims indicated on that ballot, so please complete and return each ballot that you received.

Please return your Ballot promptly

If you have any questions regarding this Ballot, these Ballot Instructions or the procedures for voting, please contact the Claims and Solicitation ~~at~~ Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.) or by email to aeromexicoinfo@epiqglobal.com. If you feel that the Claims and Solicitation Agent has not adequately answered your questions, please request that the Claims and Solicitation Agent put you in contact with the Debtors' counsel and they will attempt to reach out.

THE CLAIMS AND SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

If the Claims and Solicitation Agent does not actually receive this Ballot on or before the Voting Deadline, which is on [~~January 10~~], 2022 at [~~4~~]:00 p.m., ~~Prevailing~~ (prevailing Eastern Time ~~(and if the Voting Deadline is not extended), your~~), our vote transmitted hereby may be counted only by the Debtors after consultation with the Creditors' Committee.

Exhibit 2B

Form of Beneficial Holder Ballot

**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)

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

**BENEFICIAL HOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
GRUPO AEROMÉXICO, S.A.B. DE C.V. AND ITS AFFILIATED DEBTORS**

CLASS [•]: [CLASS NAME] CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THIS BALLOT.**

**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR
NOMINEE, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW
THE DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR
YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A
MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE
CLAIMS AND NOTICING AGENT BY [JANUARY 10], 2022 AT [4]:00 P.M.,
PREVAILING EASTERN TIME (THE “VOTING DEADLINE”).**

~~**You should return this Ballot to your Nominee in order to instruct your Nominee
(as defined below) to cast your vote to accept or reject the Plan on your behalf; provided,
however, that if it is your Nominee’s customary practice to receive your instructions by
other means, such as by phone, e-mail, internet or fax, or if you were sent a pre-validated
Ballot, then you should follow your Nominee’s voting procedures for casting your vote.**~~
**IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR
NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE
CLAIMS AND NOTICING AGENT, IN ORDER FOR YOUR VOTE TO BE COUNTED,
YOU MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-VALIDATED”
BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING
AGENT BY THE VOTING DEADLINE.**

The Claims and Solicitation Agent, on behalf of Grupo Aeroméxico S.A.B. de C.V., Aerovías de México, S.A. de C.V., Aerolitoral, S.A. de C.V. and Aerovías Empresa de Cargo, S.A. de C.V., as debtors and debtors in possession (collectively, the “**Debtors**,” and each a “**Debtor**”), is soliciting votes to accept or reject the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated [•], 2021 [ECF No. [•]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) from the holders of certain Impaired Claims against the Debtors.

You are receiving this Beneficial Holder² ballot (the “**Beneficial Holder Ballot**”) because you are a Beneficial Holder of a ~~publicly-traded security (and/or tradable security)~~ General Unsecured Claim listed on Exhibit A hereto as of ~~[October 14]~~ November 30, 2021 (the “**Voting Record Date**”). You can cast your vote through this Beneficial Holder Ballot and return it in accordance with the instructions of your broker, bank, common representative or other nominee, or the agent of a broker, bank, common representative or other nominee (each of the foregoing, a “**Nominee**”). Your Nominee will then submit a master ballot (the “**Master Ballot**”), if applicable, on behalf of the Beneficial Holders of the Class of Claims indicated on Exhibit A hereto.

The rights and treatment for each Class are described in the Disclosure Statement; ~~which is included in the package (the “Solicitation Package”) you are receiving with this Beneficial Holder Ballot, which include the~~ Each of the Disclosure Statement, Plan, and the order approving the Disclosure Statement and related solicitation procedures (the “Order”) and certain other materials are available on the Case Website (as defined below) at ECF Nos. [•], [•] and [•], respectively. The Solicitation Package you are receiving with this Beneficial Holder Ballot provides instructions detailing how to access electronic versions or request hard copies format versions of each of (a) the Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, excluding the Beneficial Holder Ballot, you may (i) visit the Debtors’ case website (the “Case Website”) at <https://dm.epiq11.com/case/aeromexico>; (ii) write the Claims and Solicitation Agent at GRUPO AEROMÉXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) email aeromexicoinfo@epiqglobal.com or (iv) call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov>.

Pursuant to the Disclosure Statement and Solicitation Procedures Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not ~~indicate confirmation of~~ mean that the Plan has been confirmed by the Bankruptcy Court. ~~This~~ Rather, the Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. Moreover, this Beneficial Holder Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Beneficial Holder Ballot in error, please contact the Claims and Solicitation Agent immediately at the address, telephone number, or email address set forth above.

² A “**Beneficial Holder**” means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the Depository Trust Company (“**DTC**”), INDEVAL (Mexico’s custodian of public securities) or any other kind of records, including ledgers or certifications, as the case may be, including for the avoidance of doubt, holders of the Senior Notes and the Unsecured CEBURES.

You should review the Disclosure Statement and the Plan before you submit this Beneficial Holder Ballot. You may wish to seek independent legal advice concerning the Disclosure Statement and the Plan and the classification and treatment of your Claim. Your Claim has been placed in the Class indicated on **Exhibit A** hereto. If you hold Claims in more than one Class, you will receive a separate ballot for each Class in which you are entitled to vote. If you have not received a separate Ballot for each Class in which you are entitled to vote, then please contact the Claims and Solicitation Agent immediately at the address, telephone number or email address set forth above.

If a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

In order for your vote to be counted, your Nominee must receive this Beneficial Holder Ballot in the envelope provided, or otherwise in accordance with the instructions provided by your Nominee, in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by the Claims and Solicitation Agent by no later than **[November 19], 2021** **January 10], 2022** at **[4]:00 [p].m. (prevailing Eastern Time)**, unless such time is extended in writing by the Debtors. Please return your Ballot in the envelope provided or as otherwise instructed by your Nominee.

If you have any questions on how to properly complete this Ballot, please call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.).

THE CLAIMS AND SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

IMPORTANT NOTICE FOR ALL CREDITORS

PLEASE TAKE NOTICE THAT IF THE PLAN IS CONFIRMED BY THE COURT, ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS (INCLUDING THOSE HOLDERS WHO ABSTAIN FROM VOTING ON OR WHO VOTE TO REJECT THE PLAN, AND THOSE HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE CONFIRMED PLAN AND THE TRANSACTIONS CONTEMPLATED THEREUNDER, WITH THE EXCEPTION OF CERTAIN THIRD PARTY RELEASES CONTAINED IN THE PLAN, UNLESS SUCH HOLDER OF CLAIMS OR HOLDER OF INTERESTS ELECTS BY CHECKING THE BOX ON THIS BALLOT TO OPT INTO GRANTING THE THIRD PARTY RELEASE AND IS, THEREFORE, A RELEASING PARTY; AND BY RECEIVING A

DISTRIBUTION (IF ANY) PURSUANT TO THE PLAN, YOU WILL BE, IN THE MANNER CONTEMPLATED IN THE PLAN, WAIVING ALL RIGHTS AND REMEDIES UNDER ANY APPLICABLE U.S. AND FOREIGN LAW, INCLUDING WITHOUT LIMITATION MEXICAN LAW, TO FURTHER DISTRIBUTIONS OR RECOVERIES FOR THE SAME CLAIM, AND YOU ARE ALSO AGREEING THAT THE DISTRIBUTION (IF ANY) PROVIDED TO YOU BY THE PLAN IS THE SOLE DISTRIBUTION (IF ANY) YOU SHALL RECEIVE IN ANY JURISDICTION FROM THE DEBTORS ON ACCOUNT OF YOUR CLAIM-; PROVIDED, HOWEVER, IF YOU ARE A NON-RELEASING PARTY, THE THIRD PARTY RELEASE BELOW WILL NOT APPLY TO YOU AND THE RIGHTS YOU MY HAVE AGAINST THIRD PARTIES, IF ANY, SHALL BE PRESERVED AND NOT WAIVED BY OR OTHERWISE AFFECTED BY YOUR VOTE

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Claim.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder of Claims in the Class indicated on **Exhibit A** hereto in the following aggregate unpaid principal amount (insert amount in box below, unless otherwise completed by your Nominee):

Principal Amount: \$ _____

Item 2. Vote on the Plan.

The Beneficial Holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):

ACCEPT (vote FOR) the Plan

REJECT (vote AGAINST) the Plan

Item 23. Important information regarding the Debtor Releases, Third-Party Releases Exculpation and Injunction Discharge.

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:

IF YOU VOTE TO ACCEPT OR REJECT OR DO NOT VOTE ON THE PLAN AND YOU WISH TO GRANT A RELEASE BY BECOMING A RELEASING PARTY AS DESCRIBED IN ITEM 3, YOU MUST CHECK THE BOX BELOW TO OPT IN TO THE THIRD PARTY RELEASE. IF YOU DO NOT CHECK THE BOX BELOW, THEN THE THIRD PARTY RELEASE BELOW WILL NOT APPLY TO YOU AND THE RIGHTS YOU MAY HAVE AGAINST THIRD PARTIES, IF ANY, SHALL BE PRESERVED AND NOT WAIVED BY OR OTHERWISE AFFECTED BY YOUR VOTE.

The undersigned Beneficial Holder elects to:

☐ Opt in to the Third Party Release with Respect to the Released Parties

Article VIII of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date~~ under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the res of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released

Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud) ~~or~~, gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~[or (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C)~~ any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section ~~[8.6] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date under applicable law~~, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the res of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued,

existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud) ~~or, gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).~~

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~[or (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section ~~[8.7] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.~~

Article VIII of the Plan provides for an exculpation (the “**Exculpation**”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated

from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, [the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process,](#) preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the [Tender Offer, the](#) Statutory Equity Rights Offering, the Equity Financing, the [Debt Financing, the Alternative Exit](#) Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act ~~or~~, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud). ~~This exculpation shall be in addition to, and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).~~ Notwithstanding anything herein to the contrary, nothing in the Plan shall release ~~(a) any Claims or Causes of Action that may be asserted against any Excluded Party and/or (b) any post-Effective Date obligations of any Entity.~~

Article VIII of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the [DIP Credit Agreement Amendment, the](#) PLM Stock Participation Transaction, [the Tender Offer,](#) the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, [the Alternative Exit Debt Financing,](#) or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or ~~Interests~~[interests](#) that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or

~~Interests~~interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or ~~Interests~~interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or ~~Interests~~interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or ~~Interest~~interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 3. Vote on the Plan.

~~The Holder of the Claim against the Debtors set forth in Item 1 votes to (please check only one):~~

—	<u>ACCEPT</u> (vote FOR) the Plan	—	<u>REJECT</u> (vote AGAINST) the Plan
---	--	---	--

Item 4. Notice Regarding Equity Commitment Party Consideration Election ~~to Receive Aerovías/Grupo Claimholder Cash Pool Under the Plan.~~

~~Please take notice that pursuant~~Pursuant and subject to the terms of the confirmed Plan, if you are a Cash Opt-In Eligible Claimholder, you will be eligible to receive your Pro Rata share of the Aerovías/Grupo Claimholder Cash Pool in lieu of your Pro Rata share of the New Stock. ~~The Debtors intend to provide~~an Equity Financing Commitment Party that is a Holder of Senior Notes Claims (an “Eligible Electing Party”), you have the option to receive consideration from the Unsecured Creditor Cash Distribution or the Grupo Aeroméxico New Stock Allocation by completing and following the procedures that will be included in a separate notice (the “**Election Notice**”) ~~outside of this Ballot providing you with the opportunity to make an election (the “Cash Opt-In Election”) to receive your Pro Rata share of the Aerovías/Grupo Claimholder Cash Pool in lieu of your Pro Rata share of the New Stock. The Election Notice, which shall provide Cash Opt-In Eligible Claimholders an opportunity to make the Cash Opt-In Election, will be sent out to Beneficial Holders after the Plan is confirmed. If you are a Cash Opt-In Eligible Claimholder~~the Debtors intend to send to Holders of Senior Notes Claims pursuant to the terms of the Order. If you are an Eligible Electing Party that holds Senior Notes Claims and do not make an election on the Election Notice, you will receive the New Stock, as described in the Plan.

Item 5. Other Beneficial Holder Ballots Submitted.

By returning this Beneficial Holder Ballot, the holder of the Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims identified in Item 1 owned by such holder, except as identified in the following table, and (b) all Beneficial Holder Ballots submitted by the holder in the same Class indicate the same vote to accept or reject the Plan that the holder has indicated in Item 32 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):

**ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER
CLAIMS IN THIS CLASS ON ANOTHER BENEFICIAL HOLDER BALLOT**

Account Number of Other Claims Voted	Name of Record Holder or Nominee	Principal Amount of Other Claims Voted	CUSIP or CEBURES Ticker Symbol of Other Claims Voted
		\$	
		\$	
		\$	
		\$	

Item 6. Acknowledgments and Certification.

By signing this Ballot, the undersigned certifies that the undersigned has been provided with a copy of the Disclosure Statement, including the Plan and all other exhibits thereto, the Order without exhibits and a Confirmation Hearing Notice. The undersigned further acknowledges that the solicitation of votes is subject to all terms and conditions set forth in the Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein. Further, by signing this Ballot, the undersigned agrees (i) to waive any rights and Claims (following receipt of all distributions under the Plan (if any) to which the undersigned is entitled on account of one or more Allowed Claims) against the Company and any of the Debtors (directly or indirectly) and agrees not to pursue any action or remedy in any jurisdiction, including (without limitation) Mexico, so as to recover on such same Claim and/or to obtain additional distributions or recoveries for the same Claim as against the Debtors and (ii) that the distribution (if any) provided to the undersigned under the Plan is the sole distribution (if any) that the undersigned shall receive in any jurisdiction from the Debtors on account of their Claim.

Name of Claimant: _____

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

Signature: _____

Name of Signatory (if different than Claimant): _____

If authorized by Agent, Title of Agent _____

Street Address: _____

Street Address:
(continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Claims and Solicitation Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot, if applicable) on or before ~~[November 19], 2021~~January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time), and if the Voting Deadline is not extended, your vote ~~transmitted by this Beneficial Holder Ballot may~~will not be counted ~~toward Confirmation of the Plan only by the Debtors after consultation with the Creditors' Committee.~~

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT³

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Appendix A** to the Disclosure Statement. Capitalized terms used in the Beneficial Holder Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan. **Please read the Plan and Disclosure Statement carefully before completing this Beneficial Holder Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee or if you have received a pre-validated Ballot, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Claims and Solicitation Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 32 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots and pre-validated Ballots by the Claims and Solicitation Agent is ~~November 19, 2021~~, January 10, 2022 at [4]:00 p.m. (prevailing Eastern Time). Please allow additional time for your vote to be submitted to the Claims and Solicitation Agent on or before the Voting Deadline.
4. **The following Beneficial Holder Ballots will not be counted:**
 - (a) any Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
 - (b) any Beneficial Holder Ballot that neither accepts nor rejects the Plan;
 - (c) any Beneficial Holder Ballot that both accepts and rejects the Plan;
 - (d) Beneficial Holder Ballot sent to the Debtors, the Debtors’ agents (other than the Claims and Solicitation Agent and only with respect to a pre-validated Beneficial Holder Ballot), any indenture trustee, or the Debtors’ financial or legal advisors;
 - (e) Beneficial Holder Ballot returned to a Nominee not in accordance with the Nominee’s instructions;
 - (f) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (g) any Beneficial Holder Ballot cast by an Entity that does not hold a Claim in the Class indicated on **Exhibit A** hereto;
 - (h) any Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan;
 - (i) any unsigned Beneficial Holder Ballot (except in accordance with the Nominee’s instructions); and/or
 - (j) any non-original Beneficial Holder Ballot (except in accordance with the Nominee’s instructions).
5. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the

³ If you hold the security as a registered holder directly on the books and records of the company’s agent and not through a Nominee you must use this Beneficial Holder Ballot to vote your directly-registered Claim. For the avoidance of doubt, Nominees must use a master ballot to submit the votes of their Beneficial Holder clients.

Debtors' agents (other than the Claims and Solicitation Agent and only with respect to a pre-validated Beneficial Holder Ballot), the Debtors' financial or legal advisors, and if so sent will not be counted.

6. If you deliver multiple Beneficial Holder Ballots to the Nominee with respect to the same Claim prior to the Voting Deadline, the last received valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
7. You must vote all of your Claims within the same Class either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple Claims within the same, the Debtors may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within the same Class for the purpose of [distributing ballots and](#) counting votes.
8. This Beneficial Holder Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
9. **Please be sure to sign and date your Beneficial Holder Ballot.** If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Notice and Claims Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder.
10. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claims indicated on that ballot, so please complete and return each ballot that you receive.
11. The Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a ballot.

Please return your Beneficial Holder Ballot promptly

If you have any questions regarding this Beneficial Holder Ballot, these Voting Instructions or the Procedures for Voting, please call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.) or email aeromexicoinfo@epiqglobal.com. **If you feel that the Claims and Solicitation Agent has not adequately answered your questions, please request that the Claims and Solicitation Agent put you in contact with the Debtors' counsel and they will attempt to reach out.**

Please return your Beneficial Holder Ballot promptly in the envelope provided or otherwise in accordance with the instructions provided by your Nominee. If the Claims and Solicitation Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Holder Ballot (or your pre-validated Beneficial Holder Ballot) on or before ~~November 19~~, 2021 January 10, 2022 at [4]:00 p.m. (prevailing Eastern Time), and if the Voting Deadline is not extended, your vote transmitted by this Beneficial Holder Ballot may be counted toward Confirmation of the Plan only by the Debtors after consultation with the Creditors' Committee.

Exhibit A

Your Nominee may have checked a box below to indicate the Plan Class and CUSIP/ISIN or CEBURES ticker symbol to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:

Class [•]			
	7.000% Senior Notes due 2025	Class [•]	CUSIP – P0096BAA1 ISIN – USP0096BAA19
=	7.000% Senior Notes due 2025	Class [•]	CUSIP – 008065AD6 ISIN – US008065AD67
	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00320
	Unsecured CEBURES	Class [•]	Ticker AEROMEX 01119
	Unsecured CEBURES	Class [•]	Ticker AEROMEX 01219
	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00120
	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00220

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

Exhibit 2C

Form of Master Ballot

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)

MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
GRUPO AEROMÉXICO, S.A.B. DE C.V. AND ITS AFFILIATED DEBTORS

CLASS [•]: [CLASS NAME] CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS
CAREFULLY BEFORE COMPLETING THIS BALLOT.

THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS
TO BE ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, LLC (“EPIQ”
OR THE “CLAIMS AND SOLICITATION AGENT”) BY ~~4:00 P.M.~~4:00 P.M. (PREVAILING
EASTERN TIME) ON [~~NOVEMBER 19~~, 2021]JANUARY 10, 2022 (THE “VOTING
DEADLINE”).

The Claims and Solicitation Agent, on behalf of Grupo Aeroméxico S.A.B. de C.V., Aerovías de México, S.A. de C.V., Aerolitoral, S.A. de C.V. and Aerovías Empresa de Cargo, S.A. de C.V., as debtors and debtors in possession (collectively, the “**Debtors**,” and each a “**Debtor**”), is soliciting votes to accept or reject the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated [•], 2021 [ECF No. [•]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”) from the holders of certain Impaired Claims against the Debtors.

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.

You are receiving this master ballot (the “**Master Ballot**”) because you are the Nominee (as defined below) of Beneficial Holders² of one of more of the securities indicated on **Exhibit A** hereto as of [~~October 14~~November 30], 2021 (the “**Voting Record Date**”).

This Master Ballot is to be used by you as a broker, bank, common representative or other nominee, as the agent of a broker, bank, common representative or other nominee (each of the foregoing, a “Nominee”), or as the proxy holder of a Nominee for certain Beneficial Holders of the security indicated on Exhibit A hereto, to transmit to the Claims and Solicitation Agent the votes of such Beneficial Holders in respect of their Claims to accept or reject the Plan. This Master Ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

The rights and treatment for each Class are described in the Disclosure Statement, ~~which is included in the package (the “Solicitation Package”) you are receiving with this Master Ballot, which includes the~~ Each of the Disclosure Statement, Plan, and the order approving the Disclosure Statement and related solicitation procedures (the “Order”) and certain other materials are available on the Case Website (as defined below) at ECF Nos. [•], [•] and [•], respectively. The Solicitation Package you are receiving with this Master Ballot provides instructions detailing how to access electronic versions or request hard copies of each of (a) the Order as entered by the Bankruptcy Court (without any exhibits) and (b) the Disclosure Statement as approved by the Court. If you need to obtain additional solicitation materials, you may (i) visit the Debtors’ case website (the “Case Website”) at <https://dm.epiq11.com/case/aeromexico>; (ii) write the Claims and Solicitation Agent at GRUPO AEROMÉXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) email aeromexicoinfo@epiqglobal.com or (iv) call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

Pursuant to the Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not ~~indicate confirmation of~~ mean that the Plan has been confirmed by the Bankruptcy Court. ~~This~~ Rather, the Ballots will be counted and the Court will use the tabulation of the Ballots as part of its determination as to whether or not to confirm (approve) the Plan. Moreover, this Master Ballot may not be used for any purpose other than for voting to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe that you have received this Master Ballot in error, please contact the Claims and Solicitation Agent **immediately** at the address, telephone number, or email address set forth above.

² A “**Beneficial Holder**” means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the Depository Trust Company (“**DTC**”), INDEVAL (Mexico’s custodian of public securities) or any other kind of records, including ledgers or certifications, as the case may be, including for the avoidance of doubt, holders of the Senior Notes and the Unsecured CEBURES.

The votes transmitted on this Master Ballot for certain Beneficial Holders of ~~claims~~Claims in the Class indicated on Exhibit A shall be applied to each Debtor against whom such Beneficial Holders have a Claim.

You are authorized to collect votes to accept or reject the Plan from Beneficial Holders in accordance with your customary practices and any legal requirements, including the use of a “voting instruction form” or a meeting of the Beneficial Holders in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all Holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Claims and Solicitation Agent actually receives it on or before the Voting Deadline.

Item 1. Certification of Authority to Vote.

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

Is a broker, bank, common representative or other Nominee for the Beneficial Holders of the aggregate principal amount of Claims listed in Item 32 below, and is the record holder of such Senior Notes or Unsecured CEBURES, or

Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, common representative or other Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 32 below, or

Has been granted a proxy (an original of which is attached hereto) from a broker, bank, common representative or other Nominee, or a beneficial owner, that is the registered Holder of the aggregate principal amount of Claims listed in Item 32 below,

and, accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Claims described in Item 32.

Item 2. Claim Votes on Plan:

The undersigned transmits the following votes of Beneficial Holders of Claims in the Class indicated on Exhibit A hereto and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (the “Ballots”) or other vote submissions casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

that each Holder must vote all such Beneficial Holder's Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

INDICATE CUSIP OR CEBURES TICKER HERE: _____

(USE A SEPARATE FORM FOR EACH CUSIP OR CEBURES TICKER).

<u>Your Customer Account Number for Each Beneficial Holder of Claims</u>	<u>Principal Amount Held as of Voting Record Date</u>	<u>Indicate the vote cast from Item 2 of the Beneficial Holder Ballot by checking the appropriate box below</u>			<u>[Indicate Opt In to the Third Party Release in Item 3 of the Beneficial Holder Ballot by checking the box below.]</u>
		<u>Accept the Plan</u>	<u>or</u>	<u>Reject the Plan</u>	
<u>1</u>	<u>\$</u>	<u>=</u>		<u>=</u>	<u>=</u>
<u>2</u>	<u>\$</u>	<u>=</u>		<u>=</u>	<u>=</u>
<u>3</u>	<u>\$</u>	<u>=</u>		<u>=</u>	<u>=</u>
<u>4</u>	<u>\$</u>	<u>=</u>		<u>=</u>	<u>=</u>
<u>5</u>	<u>\$</u>	<u>=</u>		<u>=</u>	<u>=</u>
<u>6</u>	<u>\$</u>	<u>=</u>		<u>=</u>	<u>=</u>
<u>TOTAL</u>	<u>\$</u>				

Item 23. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation and Injunction Discharge.

Article VIII of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended~~

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

~~subsequent to the Effective Date~~under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors' Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, ~~and the Term Sheet~~, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud) ~~or~~, gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~for (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section [8.6] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and

obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date~~under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the res of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, and the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud)~~-or~~, gross negligence, or claims for legal malpractice, release of

which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~[or (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C)~~ any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section ~~[8.7] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act ~~or~~, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud). ~~This exculpation shall be in addition to, and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).~~ Notwithstanding anything herein to the contrary, nothing in the Plan shall release ~~(a) any Claims or Causes of Action that may be asserted against any Excluded Party and/or (b) any post-Effective Date obligations of any Entity.~~

Article VIII of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and

except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or ~~Interests~~interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or ~~Interests~~interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or ~~Interests~~interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or ~~Interests~~interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or ~~Interest~~interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 3: ~~Claim Votes on Plan:~~

The undersigned transmits the following votes of Beneficial Holders of Claims in the Class indicated on ~~Exhibit A~~ hereto and certifies that the following Beneficial Holders of such Claims, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (the "**Ballots**") casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each ~~holder~~ must vote all such Beneficial Holder's Claims to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

INDICATE CUSIP OR CEBURES TICKER HERE: _____
(USE A SEPARATE FORM FOR EACH CUSIP OR CEBURES TICKER).

Your Customer Account Number for Each Beneficial Holder of Claims	Principal Amount Held as of Voting Record Date	Indicate the vote cast from Item 3 of the Beneficial Holder Ballot by checking the appropriate box below:		
		Accept the Plan	or	Reject the Plan
1	\$	—		—
2	\$	—		—
3	\$	—		—
4	\$	—		—
5	\$	—		—
6	\$	—		—
TOTALS	\$			

Item 4. Other Ballots Submitted by Beneficial Holders in the same Class.

The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Holders in Item 4 of the Beneficial Holder Ballot:

YOUR customer account number and/or Customer Name for each Beneficial Holder who completed Item 4 of the Beneficial Holder Ballot.	Transcribe from Item 4 of the Beneficial Holder Ballot			
	Account Number of Other Claims Voted	Name of Record Holder or Nominee	Principal Amount of Other Claims Voted	CUSIP or CEBURES Ticker Symbol of Other Claims Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	

Item 5. Certifications.

Upon execution of this Master Ballot, the undersigned certifies the following:

- (a) (i) it has received a copy of the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Claims listed in Item 32 above; (ii) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures, including without limitation a meeting of Beneficial Holders) from each Beneficial Holder listed in Item 32 of this Master Ballot; (iii) it is the registered Holder of all Claims listed in Item 32 above being voted; and (iv) it has been authorized by each Beneficial Holder of the Claims listed in Item 32 above to vote on the Plan;
- (b) no other Master Ballots with respect to the same Claims identified in Item 32 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier received Master Ballots are hereby revoked;
- (c) it has properly disclosed: (i) the number of Beneficial Holders of Claims who completed the Beneficial Holder Ballots or otherwise conveyed its vote; (ii)

Plan Class and CUSIP or CEBURES Ticker indicated on Exhibit A hereto

the respective amounts of the Claims owned, as the case may be, by each Beneficial Holder of the Claims who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of the Claims' respective vote concerning the Plan; (iv) each such Beneficial Holder of Claims' certification as to other Claims voted in the same Class; and (v) the customer account or other identification number for each such Beneficial Holder of Claims; and

- (d) it will maintain the Beneficial Holder Ballots and or evidence of separate transactions returned by each Beneficial Holder of Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Debtors or the Court, if so requested or ordered.

Name of Nominee and/or DTC Participant:	
	(Print or Type)
Participant Number (if applicable):	
Name of Proxy Holder or Agent for Nominee and/or DTC Participant (if applicable):	
Signature:	
Name of Signatory:	
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT *PROMPTLY* TO THE CLAIMS AND SOLICITATION AGENT AT THE STREET ADDRESS OR EMAIL ADDRESS LISTED BELOW:

Via first class mail, by overnight courier, or by hand delivery to:

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

Master Ballot Processing

c/o Epiq Corporate Restructuring, LLC

10300 SW Allen Blvd.

Beaverton, Oregon 97005

OR

Email to: tabulation@epiqglobal.com with a reference to

“GRUPO AEROMÉXICO - Master Ballot” in the subject line

Please select only one method for the return of your Master Ballot.

If the Claims and Solicitation Agent does not actually receive this Master Ballot on or before ~~November 19], 2021,~~ January 10], 2022 at [4]:00 p.m., (prevailing Eastern Time), and if the Voting Deadline is not extended, the votes ~~transmitted by this Master Ballot may~~ will not be counted ~~only in the discretion of the Debtors after consultation with the Creditors' Committee.~~

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as **Appendix A** to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot. **Please read the Plan and Disclosure Statement carefully before completing the Master Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you and Holders if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Claims and take any action required to enable each such Beneficial Holder to vote timely the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including without limitation the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot or a meeting of the Beneficial Holders, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, ~~or~~ other electronic means or at a meeting of the Beneficial Holders. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Claims and Solicitation Agent, a Master Ballot that reflects the vote of such Beneficial Holders by [November 19], 2021, January 10], 2022 at [4]:00 p.m. (prevailing Eastern Time) or otherwise validate the Master Ballot in a manner acceptable to the Claims and Solicitation Agent.
4. If you are transmitting the votes of any Beneficial Holder of Claims other than yourself, you may either:
 - (a) “Pre-validate” the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Claims and Solicitation Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC, INDEVAL, or any other kind of records, including ledgers or certifications, as the case may be (if applicable) participant number; indicating the account number of the Beneficial Holder and the principal amount of Claims held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Claims and Solicitation Agent. A list of the Beneficial Holders to whom “pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one (1) year from the Effective Date; or
 - (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. ~~In, unless voting takes place pursuant to a meeting of the Beneficial Holders. In either~~ such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Claims and Solicitation Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Claims and Solicitation Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Claims and Solicitation Agent so that the Master Ballot is actually received by the Claims and Solicitation Agent on or before the Voting Deadline.

5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Claims and Solicitation Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, if utilized, or other evidence of the vote whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be requested or ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) by the Debtors or the Court.
6. The Master Ballot **must** be returned to the Claims and Solicitation Agent so as to be **actually received** by the Claims and Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is ~~[November 19], 2021, January 10], 2022~~ at [4]:00 p.m. (prevailing Eastern Time).**
7. If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it ~~may~~will ~~not~~ be counted ~~only in the discretion of the Debtors after consultation with the Creditors' Committee.~~ Additionally, **the following votes will not be counted:**
 - (a) any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (b) any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;
 - (c) any Master Ballot sent by facsimile or any electronic means other than electronic mail;
 - (d) any unsigned Master Ballot;
 - (e) any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;
 - (f) votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and
 - (g) any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.
8. The method of delivery of Master Ballots to the Claims and Solicitation Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be ~~deemed~~considered made only when the Claims and Solicitation Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.
9. If a Beneficial Holder or Nominee holds a Claim in a Voting Class against multiple Debtors, a vote on their Beneficial Holder Ballot will apply to all applicable Classes and Debtors against whom such Beneficial Holder or Nominee has such Claim, as applicable, in that Voting Class.
10. If multiple Master Ballots are received from the same Nominee with respect to the same Claims voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.
11. The Master Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
12. **Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the Master Ballot in your capacity as a trustee, common representative, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Claims and Solicitation Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.
13. If you are both the Nominee and the Beneficial Holder of any of the Claims indicated on **Exhibit A** of the Master Ballot or Beneficial Holder Ballot, as applicable, and you wish to vote such Claims, you may return a

Beneficial Holder Ballot or Master Ballot for such Claims and you must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.

14. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, the Debtors and the Claims and Solicitation Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; provided, however, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.
15. The following additional rules shall apply to Master Ballots:
- (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such Nominee as of the Voting Record Date, as evidenced by the record and depository listings.
 - (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee;
 - (c) To the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Claims and Solicitation Agent will attempt to reconcile discrepancies with the Nominee;
 - (d) To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Claims and Solicitation Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in the Claims; and
 - (e) For purposes of tabulating votes, each ~~holder~~Holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Claims and Solicitation Agent may be asked to adjust such principal amount to reflect the claim amount.

Please return your Master Ballot promptly

If you have any questions regarding this Master Ballot, these Master Ballots Instructions or the procedures for voting, please call the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or (503) 520-4473 (if calling from outside the U.S.) or email aeromexicoinfo@epiqglobal.com. If you feel that the Claims and Solicitation Agent has not adequately answered your questions, please request that the Claims and Solicitation Agent put you in contact with the Debtors’ counsel and they will attempt to reach out.

If the Notice and Claims Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on [~~November 19~~], 2021, January 10, 2022 at [4]:00 p.m. (prevailing Eastern Time), and if the Voting Deadline is not extended, the vote transmitted hereby may be counted only in the discretion of the Debtors after consultation with the Creditors’ Committee.

Exhibit A

Please check one (1) box below to indicate the Plan Class and CUSIP/ISIN or CEBURES ticker symbol to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto):

Class [•]			
<input type="checkbox"/>	7.000% Senior Notes due 2025	Class [•]	CUSIP – P0096BAA1 ISIN – USP0096BAA19
<input checked="" type="checkbox"/>	7.000% Senior Notes due 2025	Class [•]	CUSIP – 008065AD6 ISIN – US008065AD67
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00320
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 01119
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 01219
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00120
<input type="checkbox"/>	Unsecured CEBURES	Class [•]	Ticker AEROMEX 00220

Exhibit 3

Notice of Non-Voting Status to Holders of Unimpaired Claims

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 NON-VOTING STATUS TO HOLDERS OF UNIMPAIRED
CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN**

PLEASE TAKE NOTICE THAT on [] 2021, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order (the "Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes on the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the "Plan"); (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the "Disclosure Statement")² as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim under the Plan, **you are not entitled to vote on the Plan on account of such Claim or Interest.** Specifically, under the terms of the Plan, as a holder of a Claim (as currently asserted against the Debtors) that is not impaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are **not** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote (or part of your Claim falls into a Class of Claims entitled to vote) you will also receive a Ballot via a separate mailing from the Claims and Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors' corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on ~~[November 29], 2021, at [11:00 a.m.]~~ January 17], 2022 at 10:00 a.m., **prevailing Eastern Time**, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”),³ ~~the~~ 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by Agenda filed with the Court and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is ~~[November 19], 2021,~~ January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time (the “Plan Objection Deadline”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the ~~Bankruptcy~~ Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the ~~Bankruptcy~~ Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Brett Miller, Todd Goren, Craig Damast and Debra Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attention: Richard J. Cooper, Luke A. Barefoot and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York ~~100001~~10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the ~~Bankruptcy~~-Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the ~~Bankruptcy~~-Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the ~~Bankruptcy~~-Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, Disclosure Statement (including the Plan and the other exhibits thereto) and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the "**Solicitation Agent**") at GRUPO AEROMEXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov>.

[HOW TO OPT OUT OF THE RELEASESONLINE](#)

- [1. Please visit <https://dm.epiq11.com/case/aeromexico>.](#)⁴
- [2. Click on the "Submit E-Ballot" section of the website.](#)
- [3. Follow the instructions to submit your Notice of Non-Voting Status. If you choose to submit your Notice of Non-Voting Status via the E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status.](#)

[IMPORTANT NOTICE: You will need the following information to retrieve and submit your customized electronic Notice of Non-Voting Status:](#)

⁴ [The encrypted Ballot data and audit trail created by such online submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed immediately legally valid and effective.](#)

Unique ID#: _____

Epiq's online portal is the sole manner in which Notices of Non-Voting Status will be accepted via electronic or online transmission. Notices of Non-Voting Status submitted by facsimile, email, or other means of electronic transmission will not be counted.]

HOW TO OPT IN TO THE THIRD PARTY RELEASES BY MAIL

1. If you wish to make an election to opt in to the Third Party Release provision contained in Article VIII, Section 8.7 of the Plan set forth below, check the box in Item 1.

2. Review the certifications contained in Item 2.

3. Sign and date this Notice of Non-Voting Status and fill out the other required information in the applicable areas below.

4. In order for your opt-in election to be valid, your properly completed Notice of Non-Voting Status must be returned to the Solicitation Agent so as to be **actually received** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is [January 10], 2022 at [4]:00 p.m., Prevailing Eastern Time.** Complete, sign, and date this Notice of Non-Voting Status and return it (with an original signature) via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

GRUPO AEROMÉXICO, S.A.B. de C.V.
Ballot Processing
c/o Epiq Corporate Restructuring, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

If you would like to coordinate hand delivery of your Notice of Non-Voting Status, please send an email to aeromexicoinfo@epiqglobal.com and provide the anticipated date and time of your delivery.

Notice of the Plan Releases, Injunctions and Exculpations

Article VIII, Section 8.6 of the Plan provides for a debtor release (the “**Debtor Release**”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever

released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date~~under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims [relating to the res of the Debtors' Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud) ~~or~~, gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~[or (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C)~~ any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section ~~[8.6] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and

obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.7 of the Plan provides for a third party release (the “**Third Party Release**”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date~~under applicable law, except as otherwise explicitly provided herein ~~[or prohibited by law]~~, by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud)-~~or~~, gross

negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~[or (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C)~~ any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section ~~[8.7] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.10 of the Plan provides for an exculpation (the “**Exculpation**”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act ~~or~~, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud). ~~This exculpation shall be in addition to, and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).~~ Notwithstanding anything herein to the contrary, nothing in the Plan shall release ~~(a) any Claims or Causes of Action that may be asserted against any Excluded Party and/or (b)~~ any post-Effective Date obligations of any Entity.

Article VIII, Section 8.11 of the Plan provides for an injunction (the “**Injunction**”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and

except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the [DIP Credit Agreement Amendment](#), the [PLM Stock Participation Transaction](#), the [Tender Offer](#), the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the [Alternative Exit Debt Financing](#), or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or ~~Interests~~[interests](#) that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or ~~Interests~~[interests](#); (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or ~~Interests~~[interests](#); (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or ~~Interests~~[interests](#) unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or ~~Interest~~[interest](#) or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 1. Third Party Release.

PLEASE TAKE NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE ALSO PROVIDED ABOVE. PARTIES RECEIVING THIS NOTICE MAY OPT IN TO THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.

The undersigned Holder elects to:

☐ Opt In to the Third Party Release Set Forth in Article VIII, Section 8.7 of the Plan

Item 2. Certification.

By returning this Notice of Non-Voting Status, the Holder of the Claim(s) identified below certifies that (a) it was the Holder of Claim(s) or Interest(s) as of the Voting Record Date (as defined in the Disclosure Statement) and/or it has full power and authority to opt out of the release provisions for the Claim(s) or Interest(s) identified below with respect to such Claim(s) or Interest(s) and (b) it understands the scope of the releases.

**YOUR RECEIPT OF THIS NOTICE OF NON-VOTING STATUS DOES NOT SIGNIFY
THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.**

Name of Holder:

(Print or Type)

Signature:

Name of Signatory:

(If other than Holder)

Title:

Address:

Phone Number:

Email:

Date Completed:

Exhibit 4

Notice of Non-Voting Status to Holders of ~~Impaired~~Disputed Claims

**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 NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on [] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”); (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the “**Disclosure Statement**”)² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are the holder of a Claim that is subject to a pending objection or motion by the Debtors. You are not entitled to vote any disputed portion of your Claim on the Plan because your Claim is a Disputed Claim, unless one or more of the following events have taken place before a date that is ~~three business~~two days before the Voting Deadline (each, a “**Resolution Event**”):

1. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;

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 defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

2. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
3. a stipulation or other agreement is executed between the holder of such Claim and the Debtors temporarily allowing the holder of such Claim to vote its Claim in an agreed upon amount; or
4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than two (2) business days thereafter, the Solicitation Agent (as defined below) shall distribute a ballot, and a pre-addressed, postage pre-paid envelope to you, which must be returned to the Solicitation Agent no later than the Voting Deadline, which is on ~~[November 19], 2021,~~ January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time.

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote (or part of your Claim falls into a Class of Claims entitled to vote) you will also receive a Ballot via a separate mailing from the Claims and Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on ~~[November 29], 2021, at [11:00 a.m.]~~ January 17], 2022 at 10:00 a.m., prevailing Eastern Time, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”)³, 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by Agenda filed with the Court, and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is ~~[November 19], 2021,~~ January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York ~~10000~~10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the U.S. Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014, Attention: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, the Disclosure Statement (including the Plan and the other exhibits thereto) and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the

Debtors' case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the "**Claims and Solicitation Agent**") at GRUPO AEROMEXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

HOW TO OPT OUT OF THE RELEASES ONLINE

1. Please visit <https://dm.epiq11.com/case/aeromexico>.⁴
2. Click on the "Submit E-Ballot" section of the website.
3. Follow the instructions to submit your Notice of Non-Voting Status. If you choose to submit your Notice of Non-Voting Status via the E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status.

IMPORTANT NOTICE: You will need the following information to retrieve and submit your customized electronic Notice of Non-Voting Status:

Unique ID#: _____

Epiq's online portal is the sole manner in which Notices of Non-Voting Status will be accepted via electronic or online transmission. Notices of Non-Voting Status submitted by facsimile, email, or other means of electronic transmission will not be counted.]

HOW TO OPT IN TO THE THIRD PARTY RELEASES BY MAIL

1. If you wish to make an election to opt in to the Third Party Release provision contained in Article VIII, Section 8.7 of the Plan set forth below, check the box in Item 1.
2. Review the certifications contained in Item 2.
3. Sign and date this Notice of Non-Voting Status and fill out the other required information in the applicable areas below.

⁴ The encrypted Ballot data and audit trail created by such online submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed immediately legally valid and effective.

4. In order for your opt-in election to be valid, your properly completed Notice of Non-Voting Status must be returned to the Solicitation Agent so as to be **actually received** by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is [January 10], 2022 at [4]:00 p.m., Prevailing Eastern Time. Complete, sign, and date this Notice of Non-Voting Status and return it (with an original signature) via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

GRUPO AEROMÉXICO, S.A.B. de C.V.
Ballot Processing
c/o Epiq Corporate Restructuring, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

If you would like to coordinate hand delivery of your Notice of Non-Voting Status, please send an email to aeromexicoinfo@epiqglobal.com and provide the anticipated date and time of your delivery.

Notice of Plan Releases, Injunctions and Exculpations

Article VIII, Section 8.6 of the Plan provides for a debtor release (the “**Debtor Release**”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date~~ under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of

any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud) ~~or~~, gross negligence or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~[or (B) any Claims or Causes of Action that may be asserted against any Excluded Party] or (C) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section ~~[8.6] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.~~

Article VIII, Section 8.7 of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted ~~by law, as such law may be extended subsequent to the Effective Date~~ under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees

and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors' Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud) ~~or, gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).~~

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, ~~for (B) any Claims or Causes of Action that may be asserted against any Excluded Party or (C) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section [8.7] of the Plan~~ shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.10 of the Plan provides for an exculpation (the “**Exculpation**”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act ~~or~~, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud). ~~This exculpation shall be in addition to, and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).~~ Notwithstanding anything herein to the contrary, nothing in the Plan shall release ~~(a) any Claims or Causes of Action that may be asserted against any Excluded Party and/or (b) any post-Effective Date obligations of any Entity.~~

Article VIII, Section 8.11 of the Plan provides for an injunction (the “**Injunction**”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or ~~Interests~~interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective

Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or ~~Interests~~interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or ~~Interests~~interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or ~~Interests~~interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or ~~Interest~~interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 1. Third Party Release.

PLEASE TAKE NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE ALSO PROVIDED ABOVE. PARTIES RECEIVING THIS NOTICE MAY OPT IN TO THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.

The undersigned Holder elects to:

☐ Opt In to the Third Party Release Set Forth in Article VIII, Section 8.7 of the Plan

Item 2. Certification.

By returning this Notice of Non-Voting Status, the Holder of the Claim(s) identified below certifies that (a) it was the Holder of Claim(s) or Interest(s) as of the Voting Record Date (as defined in the Disclosure Statement) and/or it has full power and authority to opt out of the release provisions for the Claim(s) or Interest(s) identified below with respect to such Claim(s) or Interest(s) and (b) it understands the scope of the releases.

YOUR RECEIPT OF THIS NOTICE OF NON-VOTING STATUS DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

Name of Holder:

| (Print or Type)

| Signature:

| Name of Signatory:

| (If other than Holder)

| Title:

| Address:

| Phone Number:

| Email:

| Date Completed:

Exhibit 5

Notice of Non-Voting Status to Holders of ~~Disputed~~Customer Claims

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 NON-VOTING STATUS TO HOLDERS OF UNIMPAIRED
CUSTOMER CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN

PLEASE TAKE NOTICE THAT on [] 2021, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order (the "Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes on the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the "Plan"); (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the "Disclosure Statement")² as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT on [] 2021, the Court entered the *Order (I) Authorizing Debtors To (A) Continue Honoring Prepetition Obligations to Customers and Related Third Parties in Accordance With the Customer Programs Order and the Customer Claims Procedures and (B) Otherwise Continue Their Customer Programs and (II) Approving the Customer Claims Procedures* (the "**Supplemental Customer Programs Order**").

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Customer Claim under the Supplemental Customer Programs Order and the Plan, **you are not entitled to vote on the Plan on account of your Customer Claim.** Specifically, under the terms of the Plan, as a holder of a Customer Claim (as currently asserted against the Debtors) that is not impaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are **not** entitled to vote on the Plan.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors' corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Supplemental Customer Programs Order, as applicable.

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote, you will also receive a Ballot via a separate mailing from the Claims and Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on **January 17, 2022 at 10:00 a.m., prevailing Eastern Time**, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”),³ 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by Agenda filed with the Court and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **January 10, 2022 at 4:00 [p].m., prevailing Eastern Time** (the “Plan Objection Deadline”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Brett Miller, Todd Goren, Craig Damast and Debra Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attention: Richard J. Cooper, Luke A. Barefoot and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, the Disclosure Statement (including the Plan and the other exhibits thereto), the Supplemental Customer Programs Order, and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the "**Solicitation Agent**") at GRUPO AEROMEXICO, S.A.B. de C.V., et al, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov>.

HOW TO OPT OUT OF THE RELEASES ONLINE

1. Please visit <https://dm.epiq11.com/case/aeromexico>.⁴
2. Click on the "Submit E-Ballot" section of the website.
3. Follow the instructions to submit your Notice of Non-Voting Status. If you choose to submit your Notice of Non-Voting Status via the E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status.

⁴ The encrypted Ballot data and audit trail created by such online submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed immediately legally valid and effective.

IMPORTANT NOTICE: You will need the following information to retrieve and submit your customized electronic Notice of Non-Voting Status:

Unique ID#: _____

Epiq's online portal is the sole manner in which Notices of Non-Voting Status will be accepted via electronic or online transmission. Notices of Non-Voting Status submitted by facsimile, email, or other means of electronic transmission will not be counted.]

HOW TO OPT IN TO THE THIRD PARTY RELEASES BY MAIL

1. If you wish to make an election to opt in to the Third Party Release provision contained in Article VIII, Section 8.7 of the Plan set forth below, check the box in Item 1.
2. Review the certifications contained in Item 2.
3. Sign and date this Notice of Non-Voting Status and fill out the other required information in the applicable areas below.
4. In order for your opt-in election to be valid, your properly completed Notice of Non-Voting Status must be returned to the Solicitation Agent so as to be **actually received** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is [January 10], 2022 at [4]:00 p.m., Prevailing Eastern Time.** Complete, sign, and date this Notice of Non-Voting Status and return it (with an original signature) via first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

GRUPO AEROMÉXICO, S.A.B. de C.V.
Ballot Processing
c/o Epiq Corporate Restructuring, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

If you would like to coordinate hand delivery of your Notice of Non-Voting Status, please send an email to aeromexicoinfo@epiqglobal.com and provide the anticipated date and time of your delivery.

Notice of the Plan Releases, Injunctions and Exculpations

Article VIII, Section 8.6 of the Plan provides for a debtor release (the “Debtor Release”)

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order [or prohibited by law], the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, by the Debtors and the Estates from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in the Debtors or on behalf of any other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Equity Financing, the Statutory Equity Rights Offering, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence or claims for legal malpractice, release

of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim in accordance with the Plan and (ii) nothing in this Section 8.6 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.7 of the Plan provides for a third party release (the “Third Party Release”)

Except as otherwise provided in the Plan, on and after the Effective Date, each of the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, to the maximum extent permitted under applicable law, except as otherwise explicitly provided herein [or prohibited by law], by the Releasing Parties from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys’ fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims [relating to the *res* of the Debtors’ Estates], asserted or that may properly be assertable on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that any Releasing Party or any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Releasing Party or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such entities existed prior to or after the Petition Date), their Estates, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor and any Released Party [relating to the Chapter 11 Cases] (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, the preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights

Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission in any way relating to any of the foregoing, in each case, arising on or prior to the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a final order to have constituted willful misconduct (including, without limitation, actual fraud), gross negligence, or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200).

Notwithstanding anything herein to the contrary, (i) nothing in the Plan shall release any (A) Retained Causes of Action listed on the Schedule of Retained Causes of Action, or (B) any Claims or Causes of Action against any Holder of a Claim against a Debtor to the extent necessary for the administration and resolution of such Claim against the Debtor in accordance with the Plan; and (ii) nothing in this Section 8.7 shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions.

Article VIII, Section 8.10 of the Plan provides for an exculpation (the “Exculpation”)

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, related to, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the DIP Facility, the DIP Credit Agreement Amendment, the Subscription Agreement, the Equity Financing Commitment Letter, the Term Sheet, the Debt Financing Commitment Letter, the exit financing process, preparation and delivery of the Initial Valuation Materials and the Final Valuation Materials; the administration of the Plan and the property to be distributed under the Plan; the Restructuring Transactions, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, and related agreements, instruments and other documents, and the negotiation, formulation, preparation or implementation thereof, and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act, constitutes gross negligence or willful misconduct (including, without limitation, actual fraud) or claims for legal malpractice, release of which is prohibited by Rule 1.8(h) of the New York Rules of Professional Conduct (22 N.Y.C.R.R. § 1200). Notwithstanding anything herein to the contrary, nothing in the Plan shall release any post-Effective Date obligations of any Entity.

Article VIII, Section 8.11 of the Plan provides for an injunction (the “Injunction”)

Effective as of the Effective Date, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order and except with respect to any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, the DIP Credit Agreement Amendment, the PLM Stock Participation Transaction, the Tender Offer, the Statutory Equity Rights Offering, the Equity Financing, the Debt Financing, the Alternative Exit Debt Financing, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, all Entities that have held, hold, or may hold Claims or interests that arose prior to the Effective Date and/or that have been released, discharged or are subject to exculpation under the Plan, along with each of their respective Related Parties, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order on account of, in connection with or with respect to any such Claims or interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such entities or the property, interests in property, or the estates of such entities on account of, in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such entities or against the property, interests in property or estates of such entities on account of, in connection with or with respect to any such Claims or interests unless such Holder has filed a motion requesting the right to perform such setoff, subrogation or recoupment on or before the Effective Date, and notwithstanding an indication of a Claim or interest or otherwise that such Holder asserts, has or intends to preserve any right of setoff, subrogation or recoupment pursuant to applicable law or otherwise.

Item 1. Third Party Release.

PLEASE TAKE NOTICE THAT ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE ALSO PROVIDED ABOVE. PARTIES RECEIVING THIS NOTICE MAY OPT IN TO THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.

The undersigned Holder elects to:

☐ Opt In to the Third Party Release Set Forth in Article VIII, Section 8.7 of the Plan

Item 2. Certification.

By returning this Notice of Non-Voting Status, the Holder of the Claim(s) identified below certifies that (a) it was the Holder of Claim(s) or Interest(s) as of the Voting Record Date (as defined in the Disclosure Statement) and/or it has full power and authority to opt out of the release provisions for the Claim(s) or Interest(s) identified below with respect to such Claim(s) or Interest(s) and (b) it understands the scope of the releases.

**YOUR RECEIPT OF THIS NOTICE OF NON-VOTING STATUS DOES NOT SIGNIFY
THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.**

Name of Holder:

(Print or Type)

Signature:

Name of Signatory:

(If other than Holder)

Title:

Address:

Phone Number:

Email:

Date Completed:

Exhibit 6

Plan Summary ~~-To Come~~

Exhibit 7

Notice of Mexican Brokerage Requirement

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 MEXICAN BROKERAGE REQUIREMENT FOR
PURPOSES OF DISTRIBUTIONS UNDER THE PLAN

PLEASE TAKE NOTICE that by order entered on [·], 2021 (the “**Order**”), the United States Bankruptcy Court for the Southern District of New York approved the Disclosure Statement filed by Grupo Aeroméxico, S.A.B. de C.V. and those of its subsidiaries that are debtors and debtors in possession (collectively, the “**Debtors**”) and directed the Debtors to, among other things, notify holders of Allowed Class [·] Claims (the “**Claimants**”) under the *Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”)² that certain Distributions under the Plan will be in the form of New Stock in Grupo Aeroméxico, S.A.B. de C.V., which stock must be held and traded through a Mexican Brokerage Account (as defined below).

PLEASE TAKE FURTHER NOTICE that the New Stock will be issued and registered before Mexico’s National Registry of Securities (*Registro Nacional de Valores*) and listed before the Mexican Securities Exchange Market (*Bolsa Mexicana de*

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Unless otherwise defined herein, each capitalized term used herein shall have the meaning ascribed to it in the Disclosure Statement or the Plan, as applicable.

Valores, S.A.B. de C.V.) (the “Mexican Securities Exchange Market”). Subsequently, because the New Stock is publicly traded, a designated securities brokerage account (a “Mexican Brokerage Account”) is required to hold and/or trade the New Stock. Such Mexican Brokerage Account can only be set up by a securities broker (*casa de bolsa*) (a “Mexican Securities Broker”) that is duly authorized to trade shares on the Mexican Securities Exchange Market.

PLEASE TAKE FURTHER NOTICE that each Claimant that receives New Stock pursuant to the Plan must independently engage a Mexican Securities Broker in order to hold and/or trade its allocation of New Stock. Each Mexican Securities Broker will have varying identification and other requirements that must be followed in order to open a Mexican Brokerage Account. Any Claimant receiving the New Stock should consult its current securities broker to determine if they can open a Mexican Brokerage Account on its behalf.

PLEASE TAKE FURTHER NOTICE that the failure of a Claimant to engage a Mexican Securities Broker to hold and/or trade its allocation of New Stock within 180 days after the Effective Date shall be deemed to have forfeited its Claim for such allocation of New Stock and shall be forever barred and enjoined from asserting any such Claim for New Stock.

PLEASE TAKE FURTHER NOTICE that once a Mexican Brokerage Account is set up, each Claimant should direct its Mexican Securities Broker to notify the Company’s Mexican Securities Broker, *Actinver Casa de Bolsa, S.A., Grupo Financiero Actinver* (“Actinver”), (through their own direct channels) that a Mexican Brokerage Account has been created for purposes of receiving the New Stock on behalf of, or for

final benefit of, the Claimant. Once notified, the Company will coordinate with the Mexican Securities Broker to deposit the Claimant's share certificates (the "Share Certificates") representing the New Stock at INDEVAL (Mexico's custodian of public securities). Once deposited at INDEVAL, the Share Certificates will form part of the Company's master stock certificate (*macro título*), which represents all shares issued by the Company and listed on the Mexican Securities Exchange, and will officially be registered in favor of the Mexican Securities Broker and on behalf of, or for the final benefit of, the Claimant, who is the ultimate beneficiary of the corresponding New Stock.

PLEASE TAKE FURTHER NOTICE that Actinver,³ a Mexican Securities Broker, has expressed a willingness to assist Claimants in setting up a Mexican Brokerage Account; provided, however, that Actinver is not obligated to assist any Holder with setting up such an account. Notwithstanding, if interested, any Claimant (either directly or through its own broker) may contact Mr. Chalita Gonzalez of Actinver to inquiry about using Actinver to set up a Mexican Brokerage Account on its behalf.

Antonio Chalita Gonzalez
achalita@actinver.com.mx
Julio Verne 31, Polanco, CDMX
Tel. 55 52622712

Dated: [·], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner

³ Importantly, the Company is not endorsing Actinver, and neither the Company nor Actinver is an agent or acting on behalf of or at the direction of the other.

Timothy Graulich
James L. McClammy
Stephen D. Piraino
Erik Jerrard (admitted *pro hac vice*)

Counsel to the Debtors
and Debtors in Possession

Exhibit 8

Confirmation Hearing Notice

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 TO CONSIDER
CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION FILED BY THE
DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On [] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [ECF No. .] (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”)²; (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* [ECF No. .] (the “**Disclosure Statement**”) as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

2. The hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on ~~[November 29], at [11:00 a.m.]~~January 17, 2022 at 10:00 a.m., prevailing Eastern Time, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; *provided* that, pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”),³ 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by agenda filed with the Court, and/or by a notice of adjournment filed with the Court and served on all parties entitled to notice.

3. The deadline for filing objections to the Plan, including objections to the disallowance of any claim for voting purposes, is ~~[November 19], 2021,~~January 10], 2022 at [4]:00 p.m., prevailing Eastern Time (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [D.I. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willke.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York ~~10000~~[10001](#), Attention: Dennis F. Dunne,

Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

4. Pursuant to the Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the Plan. If you are a holder of a Claim against the Debtors as of [~~October~~ 14 November 30], 2021, and entitled to vote, you have received with this Notice, a ballot form (a “Ballot”) and instructions for completing the Ballot. Moreover, copies of the Plan, Disclosure Statement and the Order are each available on the Case Website (as defined below) at ECF Nos. [], [] and [], respectively.

5. The Debtors have made extensive efforts to identify all parties with whom they may have recently conducted business to ensure that the Debtors provide proper notice of the Hearing to all interested parties. However, not all of those parties are creditors of the Debtors. Accordingly, the fact that you are receiving this Notice does not require further action if you do not have, or are not aware of, a claim (i.e., a right to receive payment) you may have against one or more Debtors.

6. The deadline for voting on the Plan is on [~~November 19~~, 2021, January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time (the “Voting Deadline”). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must (a) follow the Ballot instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting

instructions so that it (or the Master Ballot submitted on your behalf, as applicable) is **actually received** by Epiq Corporate Restructuring, LLC (the "Claims and Solicitation Agent") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

7. If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

8. The Debtors will file the Plan Supplement (as defined in the Plan) on or before ~~[November 16]~~January 7, ~~2021~~,2022 and will serve notice on all holders of Claims entitled to vote on the Plan.

9. If confirmed, the Plan shall bind all holders of Claims and Interests to the maximum extent permitted by applicable law, whether or not such holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in these Chapter 11 Cases, or failed to vote to accept or reject the Plan or voted to reject the Plan. All rights and remedies that may be available under any non-US jurisdiction, including Mexican law, for further distributions or recoveries on account of the same Claim or Interest will be waived pursuant to the confirmed Plan.

10. If you should have any questions or if you would like to obtain additional solicitation materials at no charge, please contact the Claims and Solicitation Agent by: (a)

visiting the Debtors' [case website \(the "Case Information—Website"\)](https://dm.epiq11.com/case/aeromexico) located at <https://dm.epiq11.com/case/aeromexico>; (b) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.); and/or (c) emailing the Claims and Solicitation Agent at aeromexicoinfo@epiqglobal.com. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>. Please be advised that the Claims and Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you of your legal rights under the Plan or as to whether you should vote to accept or reject the Plan.

Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit 9

Plan Supplement Notice

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 FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on [] 2021, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order (the "Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes on the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the "Plan"); (b) approving the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the "Disclosure Statement")² as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Order, the Debtors will file the Plan Supplement with the Court on or before ~~[November 16]~~January 7, ~~2021~~2022. The Plan Supplement will include the following materials: [(a) the New Corporate Governance Documents; (b) the Schedule of Rejected Contracts; (c) the Schedule of Assumed Contracts; (d) the Schedule of Retained Causes of Action; (e) the identity of the members of the New Board and the officers of Reorganized Grupo Aeroméxico; (f) the compensation for the officers of each of the Debtors; (g) documents setting forth the material terms of the Management Incentive Plan, to the extent such terms are determined prior to the Confirmation Hearing; (h) documents setting forth the material terms of the Debt Financing; (i) the Subscription Agreement, and (j) other documents, instruments or agreements necessary or appropriate to implement the Plan and the transactions contemplated thereby].

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors' corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Plan, as applicable.

PLEASE TAKE FURTHER NOTICE THAT the Debtors will have the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code and the Bankruptcy Rules.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on ~~[November 29], 2021, at [11:00 a.m.]~~ January 17], 2022 at 10:00 a.m., prevailing Eastern Time, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; pursuant to General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”)³, 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court, by Agenda filed with the Court, and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is ~~[November 19], 2021,~~ January 10], 2022 at [4]:00 [p].m., prevailing Eastern Time (the “Plan Objection Deadline”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi,

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York ~~10000~~10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Plan Supplement as well as the Disclosure Statement (including the Plan and the other exhibits thereto), Order, and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors' Case Information Website located at <https://dm.epiq11.com/case/aeromexico>; (ii) calling Epiq Corporate Restructuring, LLC (the "**Claims and Solicitation Agent**") at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.); and/or (iii) emailing the Debtors' Claims and Solicitation Agent at aeromexicoinfo@epiqglobal.com. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

[Remainder of page intentionally left blank.]

Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit 10

Assumption and Assumption and Assignment Notice

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 (A) EXECUTORY CONTRACTS AND
UNEXPIRED LEASES TO BE ASSUMED OR ASSUMED AND ASSIGNED BY THE
DEBTORS
PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY,
AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH**

PLEASE TAKE NOTICE THAT on [] 2021, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order (the "Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes on the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the "Plan"); (b) approving the *Disclosure Statement for Joint Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the "Disclosure Statement")² as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement (including the Plan and the other exhibits thereto), Order, and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the "**Claims and Solicitation Agent**") at GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors' corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT Article VII of the Plan, provides that as of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party shall be deemed assumed by the applicable Debtor, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, (ii) is specifically identified on the Schedule of Rejected Contracts, (iii) is the subject of a separate assumption or rejection motion filed by the Debtors under section 365 of the Bankruptcy Code pending on the Confirmation Date, (iv) is the subject of a pending Contract Dispute (v) has previously expired or terminated pursuant to its own terms, or (v) is being otherwise treated pursuant to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are a counterparty to an executory contract or unexpired lease that, as of and subject to the occurrence of the Effective Date, will be assumed by the applicable Debtor and that, accordingly, has been specifically designated, along with a proposed cure amount (the “**Cure Amounts**”) on the Schedule of Assumed Contracts, attached hereto as **Exhibit A**. If you have received this notice but your executory contract or unexpired lease is not listed on **Exhibit A**, the proposed Cure Amount for your executory contract or unexpired lease is Zero Dollars (\$0).

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to a proposed Cure Amount, to the assumption of your executory contract or unexpired lease by the applicable Debtor, including, without limitation, with respect to the provision of “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or to the amendment of any such contract that gives rise to any obligation described in Article VII of the Plan is ~~November 19~~, 2021, ~~January 10~~, 2022 at 4:00 p.m., prevailing Eastern Time (the “**Contract Objection Deadline**”). Such objection **must**: (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv)

counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York ~~10001~~10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Contract Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an executory contract or unexpired lease who receives this notice and who fails to timely make an objection to (i) the proposed assumption, or assumption and assignment, of such executory contract or unexpired lease pursuant to the Plan, (ii) the adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code, (iii) the Cure Amount with respect to such executory contract or unexpired lease identified on Exhibit A (which will be deemed to be zero dollars (\$0) if such contract is not listed thereon), or (iv) the amendment of such contract in connection with assumption, or assumption and assignment, thereof pursuant to Article VII of the Plan on or before the Contract Objection Deadline will be deemed to have assented to the treatment described herein and in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption or assumption and assignment. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person.

PLEASE TAKE FURTHER NOTICE THAT your status as a counterparty to an executory contract or an unexpired lease does not, without more, entitle you to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the listing of an executory contract or unexpired lease on Exhibit A shall not constitute an admission by the Debtors or that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder, with the exception of the proposed Cure Amount.

PLEASE TAKE FURTHER NOTICE THAT the Debtors, subject to the terms of the Plan, reserve the right to modify the treatment of any particular executory contract or unexpired

lease pursuant to the Plan. Furthermore, notwithstanding anything to the contrary in the Plan, the Debtors may alter, amend, modify or supplement the Schedule of Assumed Contracts and/or the Schedule of Rejected Contracts and assume, assume and assign or reject executory contracts and unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date, within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

Article VIII of the Plan contains Releases, Exculpations and Injunctions. Pursuant to the Plan, certain parties are releasing the Released Parties, which include certain third parties, from certain Claims and Causes of Action. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This notice is being sent to you for informational purposes only. If you have any questions about this notice, you should contact the Claims and Solicitation Agent in accordance with the instructions provided above. Please note that the Claims and Solicitation Agent cannot give you legal advice or advise you on how the Plan affects you or what actions you should take with respect to the Plan. Any questions regarding those matters should be referred to your own counsel.

Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit A

Schedule of Assumed Contracts

Debtor Obligor	Counterparty Name	Description of Contract	Amount Required to Cure Default Thereunder, If Any
[•]	[•]	[•]	[•]

Exhibit 11

Rejection Notice

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 REGARDING EXECUTORY CONTRACTS
AND UNEXPIRED LEASES TO BE REJECTED PURSUANT TO THE PLAN**

PLEASE TAKE NOTICE THAT on [] 2021, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order (the "Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes on the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the "Plan"); (b) approving the *Disclosure Statement for Joint Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* (the "Disclosure Statement")² as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement (including the Plan and the other exhibits thereto), Order, and all other materials in the Solicitation Package, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at <https://dm.epiq11.com/case/aeromexico>; (ii) writing Epiq Corporate Restructuring, LLC (the "**Claims and Solicitation Agent**") at GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005; (iii) emailing aeromexicoinfo@epiqglobal.com or (iv) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

PLEASE TAKE FURTHER NOTICE THAT Article VII of the Plan, provides that as of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party shall be deemed assumed by the applicable Debtor, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors' corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

pursuant to a Final Order of the Bankruptcy Court, (ii) is specifically identified on the Schedule of Rejected Contracts, attached hereto as **Exhibit A** (iii) is the subject of a separate assumption or rejection motion filed by the Debtors under section 365 of the Bankruptcy Code pending on the Confirmation Date, (iv) is the subject of a pending Contract Dispute (v) has previously expired or terminated pursuant to its own terms, or (v) is being otherwise treated pursuant to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are a counterparty to an executory contract or unexpired lease that as of and subject to the occurrence of the Effective Date, will be rejected by the Debtors and that, accordingly has been specifically designated on **Exhibit A** hereto.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to a proposed rejection of your executory contract or unexpired lease is ~~[November 19], 2021~~, January 10], 2022 at [4]:00 p.m., prevailing Eastern Time (the “Contract Objection Deadline”). Such objection **must**: (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest via email in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [ECF No. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willkie.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York ~~+0000+~~10001, Attention: Dennis F. Dunne, Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United

States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Contract Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an executory contract or unexpired lease who receives this notice and who fails to timely make an objection to the proposed rejection of such executory contract or unexpired lease by the Contract Objection Deadline will be deemed to have assented to such rejection.

PLEASE TAKE FURTHER NOTICE THAT as a result of the rejection of an executory contract or unexpired lease to which you are counterparty, you may be entitled to an unsecured Claim for which a Proof of Claim must be filed. Pursuant to Article VII of the Plan, in the event that the rejection of an executory contract or unexpired lease by any of the Debtors herein results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or their Estates, properties or interests in property, unless a Proof of Claim is filed with the Bankruptcy Court and served upon the Debtors no later than thirty (30) days after the entry of the order of the Bankruptcy Court (including the Confirmation Order) authorizing the rejection of such executory contract or unexpired lease. Any such Claim shall be classified in accordance with the classification of Claims set forth in Article III of the Plan. The Confirmation Order shall constitute the Bankruptcy Court's authorization of the rejection of all the leases and contracts identified in the Schedule of Rejected Contracts.

PLEASE TAKE FURTHER NOTICE THAT the listing of an executory contract or unexpired lease on Exhibit A shall not constitute an admission by the Debtors or that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder, with the exception of the proposed Cure Amount.

PLEASE TAKE FURTHER NOTICE THAT the Debtors, subject to the terms of the Plan, reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to the Plan. Furthermore, notwithstanding anything to the contrary in the Plan, the Debtors may alter, amend, modify or supplement the Schedule of Assumed Contracts and/or Schedule of Rejected Contracts and assume, assume and assign or reject executory contracts and unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date, within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

Article VIII of the Plan contains Releases, Exculpations and Injunctions. Pursuant to the

Plan, certain parties are releasing the Released Parties, which include certain third parties, from certain Claims and Causes of Action. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This notice is being sent to you for informational purposes only. If you have any questions about this notice you should contact the Claims and Solicitation Agent in accordance with the instructions provided above. Please note that the Claims and Solicitation Agent cannot give you legal advice or advise you on how the Plan affects you or what actions you should take with respect to the Plan. Any questions regarding those matters should be referred to your own counsel.

[Remainder of page intentionally left blank.]

Dated: [•], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

*Counsel to the Debtors and Debtors in
Possession*

Exhibit A

Schedule of Rejected Contracts

Debtor Obligor	Counterparty Name	Description of Contract
[•]	[•]	[•]

Exhibit 12

Publication Notice

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 TO CONSIDER
CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION FILED BY THE
DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On [] 2021, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order (the “**Order**”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) to solicit votes on the *Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [ECF No. .] (as the same may be updated, supplemented, amended and/or otherwise modified from time to time, the “**Plan**”)²; (b) approving the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and its Affiliated Debtors* [ECF No. .] (the “**Disclosure Statement**”) as containing “**adequate information**” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); and (d) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan.

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.; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors’ corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

² Capitalized terms used but not defined herein shall the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

2. The hearing at which the Court will consider Confirmation of the Plan (the “**Confirmation Hearing**”) will commence on ~~[November 29] at [11:00 a.m.]~~[January 17\], 2022 at 10:00 a.m.](#), prevailing **Eastern Time**, before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York; *provided* that, pursuant to General Order M-543, dated March 20, 2021 (Morris, C.J.) (“**General Order M-543**”),³ 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. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court, by agenda filed with the Court, and/or by a notice of adjournment filed with the Court and served on all parties entitled to notice.

3. The deadline for filing objections to the Plan, including objections to the disallowance of any claim for voting purposes, is ~~[November 19], 2021,~~[January 10\], 2022 at \[4\]:00 \[p\].m.](#), prevailing Eastern Time (the “**Plan Objection Deadline**”). Any objection to the Plan must (a) be in writing, (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, (d) be filed with the Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (ii) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to

³ A copy of General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/court-operationsunder-exigent-circumstances-created-covid-19>.

Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (e) be served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* entered on July 8, 2020 [D.I. 79], on (i) counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino and Erik Jerrard, Email: timothy.graulich@davispolk.com, stephen.priaino@davispolk.com and erik.jerrard@davispolk.com; (ii) counsel to the Creditors Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willke.com, and dsinclair@willkie.com; (iii) counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com; (iv) counsel to that certain Ad Hoc Group of Senior Noteholder, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: David H. Botter and Abid Qureshi, Email: dbotter@akingump.com and aqureshi@akingump.com; (v) counsel to that certain ad hoc group of unsecured claimholders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Joshua Brody and Matthew J. Williams, Email: jbrody@gibsondunn.com and mjwilliams@gibsondunn.com; (vi) counsel to those certain entities for which any of the The Baupost Group, L.L.C., Silver Point Capital, L.P. and Oaktree Capital Management, L.P. serve as investment manager, advisor, subadvisor, or accounts or sub-accounts directly or indirectly under any of their management, Milbank LLP, 55 Hudson Yards, New York, New York ~~10000~~[10001](#), Attention: Dennis F. Dunne,

Esq. and Matt Brod, Email: ddunne@milbank.com and mbrod@milbank.com; and (vii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov, so as to be actually received on or before the Plan Objection Deadline.

4. Pursuant to the Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the Plan. If you are a holder of a Claim against the Debtors as of ~~[October 14]~~[November 30, 2021], and entitled to vote, you have received with this Notice, a ballot form (a “**Ballot**”) and instructions for completing the Ballot.

6. The deadline for voting on the Plan is on ~~[November 19], 2021,~~[January 10], 2022 at [44]:00 [p].m., prevailing Eastern Time (the “**Voting Deadline**”). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must (a) follow the Ballot instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it (or the Master Ballot submitted on your behalf, as applicable) is actually received by Epiq Corporate Restructuring, LLC (the “Claims and Solicitation Agent”) on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

8. If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment

prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

9. The Debtors will file the Plan Supplement (as defined in the Plan) on or before ~~November 16~~January 7, ~~2021~~2022 and will serve notice on all holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

10. If confirmed, the Plan shall bind all holders of Claims and Interests to the maximum extent permitted by applicable law, whether or not such holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in these Chapter 11 Cases, or failed to vote to accept or reject the Plan or voted to reject the Plan. All rights and remedies that may be available under any non-US jurisdiction, including Mexican law, for further distributions or recoveries on account of the same Claim or Interest will be waived pursuant to the confirmed Plan.

11. If you should have any questions or if you would like to obtain additional solicitation materials at no charge, please contact the Claims and Solicitation Agent by: (a) visiting the Debtors' Case Information Website located at <https://dm.epiq11.com/case/aeromexico>; (b) calling the Claims and Solicitation Agent at (855) 917-3578 (toll-free U.S.) or +1 (503) 520-4473 (if calling from outside the U.S.); and/or (c) emailing the Claims and Solicitation Agent at aeromexicoinfo@epiqglobal.com. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>. Please be advised that the Claims and Solicitation Agent is authorized to answer questions

about, and provide additional copies of, solicitation materials, but may **not** advise you of your legal rights under the Plan or as to whether you should vote to accept or reject the Plan.

Dated: [●], 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ DRAFT

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

Counsel to the Debtors and Debtors in Possession

[Exhibit 13](#)

[Election Notice](#)

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 TO EQUITY FINANCING COMMITMENT PARTIES HOLDING SENIOR
NOTES CLAIMS REGARDING CERTAIN ELECTIONS AND RELATED ELECTION
FORM

PLEASE TAKE NOTICE that on October 1, 2021, the Debtors filed the *Debtors' Motion to Approve the (I) the Shortened Notice and Objection Periods for Debtors' Disclosure Statement Motion, (II) Adequacy of Information in the Disclosure Statement, (III) Solicitation and Voting Procedures, (IV) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (V) Certain Dates with Respect Thereto* [Docket No. 1808]. The Bankruptcy Court [granted] the relief requested in the Motion on [-], 2021 [Docket No. -].²

1. As further described in the Plan and the Disclosure Statement, the Senior Notes Claims are classified and Allowed in amount of \$411,355,556 in Class 3(a).

2. Pursuant to the terms of the Plan, Holders of Class 3(a) Claims shall receive, subject to certain limitations and elections, their Pro Rata share of the Unsecured Creditor Cash Distribution ("Cash") and/or the Grupo Aeroméxico New Stock Allocation ("New Stock"). An Equity Financing Commitment Party (as defined below) that is a Holder of Senior Notes Claims

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 *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1806] (as may be amended, amended and restated, modified, or supplemented, the "**Plan**").

shall, on account of such Holder's Allowed Class 3(a) Claim, have the option (the "**Equity Commitment Party Consideration Election**") to elect to receive their Plan Distribution in Cash, New Stock or a combination thereof.³ All Equity Financing Commitment Parties must make an Equity Commitment Party Consideration Election pursuant to the terms and procedures set forth herein. If an Equity Financing Commitment Party fails to make such an election, then such Holder will receive New Stock.

3. To the extent the Unsecured Creditor Cash Distribution is undersubscribed to by the Equity Financing Commitment Parties, a Holder of Senior Notes Claims that is *not* an Equity Financing Commitment Party is expected to receive Cash (subject to pro ration); whereas, if the Unsecured Cash Distribution is oversubscribed by the Equity Financing Commitment Parties, a Holder of Senior Notes Claims that is *not* an Equity Financing Commitment Party is expected to receive New Stock.

4. Your ability to make the Equity Commitment Party Consideration Election depends on whether or not you are an Equity Financing Commitment Party. Certain parties, known as "**Equity Financing Commitment Parties**" are providing Equity Commitments under and are signatories to the Equity Financing Commitment Letter and/or the Subscription Agreement. Equity Financing Commitment Parties will receive a special code (the "**Commitment Party Code**") from the Claims and Solicitation Agent to use in connection with making the Equity Commitment Party Consideration Election. Therefore, if you are not sure of your status, then you are not a Commitment Party.

³ If the elections made by Holders of Class 3(a) Claims would result in more than the full amount of the Unsecured Creditor Cash Distribution being distributed, such elections shall be reduced Pro Rata and each Holder of an Allowed Class 3(a) Claim shall receive additional New Stock in lieu of such reduced amount received from the Unsecured Creditor Cash Distribution.

**Procedures for Holders of Senior Notes Claims that
ARE Equity Financing Commitment Parties**

5. Equity Financing Commitment Parties must elect to either receive Cash, New Stock or a combination of Cash and New Stock. Such election (i.e., Cash, New Stock or a combination of Cash and New Stock) shall be made by giving the applicable instructions to your bank or broker DTC Participant (as defined below) that is holding your Senior Notes. You MUST provide the bank or broker DTC Participant with your Commitment Party Code for either election. If you are an Equity Financing Commitment Party and do not duly make the Equity Commitment Party Consideration Election and/or do not follow the procedures outlined herein by the Election Expiration Deadline (as defined below), then the Plan provides for you to receive New Stock.

Election Expiration Deadline and Other Details

6. In order to make the Equity Commitment Party Consideration Election, the Commitment Party will need to arrange to deliver their Senior Notes (whether by DTC's Automated Tender Offer Program or an alternative required submission process to be outlined in the final Commitment Party Election Form (as defined below)) before 5:00 p.m. Eastern Time on [], 2022 (the "Election Expiration Deadline").

7. To make the Equity Commitment Party Consideration Election you must provide the election form attached to this notice (the "Election Notice") as Exhibit 1 (the "Commitment Party Election Form") or any other instructions required by your Nominee ("DTC Participant") in sufficient time to allow such DTC Participant to deliver the Senior Notes in accordance with any required procedures before the Election Expiration Deadline. The

Election Expiration Deadline is [·], 2022. Each DTC Participant will determine the time by which it must receive any election instruction.

8. By returning the Commitment Party Election Form to your DTC Participant or otherwise following that firm's instructions, you are requesting the DTC Participant to deliver your Senior Notes in accordance with the required procedures and subject to your election request. Please allow sufficient time for your DTC Participant to act prior to the Election Expiration Deadline. Once submitted, the Senior Notes cannot be transferred, and once the Election Expiration Deadline has passed, the Senior Notes may not be withdrawn.

9. Lastly, before an Equity Financing Commitment Party can receive any New Stock, and in order to verify the identity of the Equity Financing Commitment Parties for Plan Distribution purposes, the form attached hereto as **Exhibit 2** (the "**Equity Financing Commitment Party Identification Form**") must be provided to the Claims and Solicitation Agent at tabulation@epiqglobal.com (with reference to "AEM Commitment Party" in the subject line) by [·], 2022. The Equity Financing Commitment Party Identification Form will help the Claims and Solicitation Agent facilitate the distribution of the New Stock, as it will be used to corroborate the identity of a Holder of Senior Notes Claims when such Holder's Mexican securities broker contacts the Company to request their distribution of New Stock. Among other things, the Equity Financing Commitment Party Identification Form must reference the Equity Financing Commitment Party's VOI or DWAC Number and Commitment Party Code.

[Remainder of page intentionally left blank]

[Exhibit 1](#)

[Commitment Party Election Form](#)

Equity Financing Commitment Party Election Form

For Equity Financing Commitment Parties Only

CUSIP – P0096BAA1/ ISIN – USP0096BAA19

CUSIP – 008065AD6 / ISIN – US008065AD67

By returning the Commitment Party Election Form to your DTC Participant or otherwise following that firm's instructions, you are requesting the DTC Participant to deliver your Senior Notes in accordance with the required procedures and subject to your election request(s). Please allow sufficient time for your DTC Participant to act prior to the Election Expiration Deadline.

Election choice for Equity Financing Commitment Parties ONLY

Your DTC Participant must provide your **Commitment Party Code** to the Claims and Solicitation Agent within one business day of the Election Expiration Deadline.¹ Be certain to provide your Commitment Party Code to your DTC Participant so that they can relay it to the Claims and Solicitation Agent. By making the following election(s) you are certifying that you are an Equity Financing Commitment Party and will provide additional information if requested.

You may make either election or you may split your election by clearly indicating the principal amount for each election choice. Depending on the results of the Equity Commitment Party Consideration Elections, Equity Financing Commitment Parties who elect Cash may also receive New Stock.

<u>Class 3(a) – 7% Senior Notes due 2025 CUSIP/ISIN</u>	<u>Insert Principal Amount (DTC Participant to assume 100% of amount held unless otherwise instructed)</u>	<u>Election Choice(s) for Equity Financing Commitment Party (Cash and/or New Stock)</u>
<u>CUSIP – P0096BAA1</u>	<u>\$ _____</u>	<u>Equity Financing Commitment Party CASH Allocation Election</u>
<u>CUSIP – 008065AD6</u>	<u>\$ _____</u>	
<u>CUSIP – P0096BAA1</u>	<u>\$ _____</u>	<u>Equity Financing Commitment Party NEW STOCK Allocation Election</u>
<u>CUSIP – 008065AD6</u>	<u>\$ _____</u>	

The Senior Notes held by the electing Equity Financing Commitment Parties are to be delivered via [DTC's Automated Tender Program [or] Deposit or Withdrawal at Custodian (DWAC)]

¹The [VOI Number [or DWAC Number]] and Commitment Party Code must be emailed to the Claims and Solicitation Agent at tabulation@epiglobal.com (with a reference to "AEM Commitment Party" in the subject line).

Withdrawal] and the election instruction of each Equity Financing Commitment Party shall represent an instruction to its DTC Participant to deliver the corresponding Senior Notes in accordance with the required procedures.

Date:

Beneficial Holder Name:

Authorized signature:

Name of Signatory:

Title:

Address:

Address (continued):

Telephone Number:

Email:

Exhibit 2

Equity Financing Commitment Party Identification Form

Equity Financing Commitment Party Identification Form

For Equity Financing Commitment Parties Only

CUSIP – P0096BAA1/ ISIN – USP0096BAA19

CUSIP – 008065AD6 / ISIN – US008065AD67

Date:

Beneficial Holder Name:

VOI or DWAC Number:

Commitment Party Code:

Mexican Securities Broker (if any):

Authorized signature:

Name of Signatory:

Title:

Address:

Address (continued):

Telephone Number:

Email:

This Equity Financing Commitment Party Identification Form must be sent to the Claims and Solicitation Agent at tabulation@epiglobal.com (with reference to “AEM Commitment Party” in the subject line) by [], 2022.