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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,	**Case No. 20-11563 (SCC)**
Debtors.[1]	**(Jointly Administered)**

NOTICE OF FILING OF DECLARATIONS IN SUPPORT OF CONFIRMATION OF THE DEBTORS' THIRD AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that on December 10, 2021, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**")[2], filed the *Debtors' Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [ECF No. 2293] (as may be amended, restated, amended and restated, supplemented, altered or modified from time to time, the "**Plan**").

PLEASE TAKE FURTHER NOTICE that on December 10, 2021, the Bankruptcy Court entered the order approving the relief sought in the *Debtors' Motion to Approve the (I) Shortened*

[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 meaning given to them in the Plan.

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. 2292] (the "**Disclosure Statement Order**"). Pursuant the Disclosure Statement Order, the Confirmation Hearing to consider approval of the Plan is set to start on **January 18, 2022 at 10:00 a.m.** (prevailing Eastern Time). Moreover, the Debtors hereby file the below listed and exhibited declarations in support of the Plan and confirmation thereof.

PLEASE TAKE FURTHER NOTICE that attached hereto on **Exhibit 1** is the *Declaration of Alejandro Sainz in Support of the Debtors' Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (the "**Sainz Declaration**").

PLEASE TAKE FURTHER NOTICE that attached hereto on **Exhibit 2** is the *Declaration of Luis de la Calle Pardo in Support of the Debtors' Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (the "**de la Calle Declaration**").

PLEASE TAKE FURTHER NOTICE that attached hereto on **Exhibit 3** is the *Declaration of Rolf Arnold in Support of the Debtors' Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (the "**Arnold Declaration**").

PLEASE TAKE FURTHER NOTICE that copies of the Plan and all other pleadings 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: January 3, 2022
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ *Timothy Graulich*

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Counsel to the Debtors
and Debtors in Possession

Exhibit 1

Sainz Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,	**Case No. 20-11563 (SCC)**
Debtors.[1]	**(Jointly Administered)**

DECLARATION OF ALEJANDRO SAINZ IN SUPPORT OF THE DEBTORS' THIRD AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, Alejandro Sainz, declare as follows:

1. I am an attorney duly admitted to practice in Mexico. I am a senior partner at Sainz Abogados, S.C. ("**Sainz Abogados**" or the "**Firm**")[2], located at Boulevard Manuel Ávila Camacho 24, Floor 21, Lomas de Chapultepec 11000, Mexico City, Mexico. I am the head of the Firm's Insolvency and Restructurings Practice Group and a member of the Firm's Mergers and Acquisitions Practice Group. Sainz Abogados serves as special Mexican counsel to Grupo Aeroméxico, S.A.B. de C.V. ("**Grupo Aeroméxico**") and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the "**Debtors**"; the Debtors collectively with their direct and indirect non-Debtor subsidiaries, the "**Company**" or "**Aeroméxico**").

2. I hold a *Licenciado en Derecho* (J.D. equivalent) from Universidad Panamericana. I am a member in good standing of the Mexican Bar Association and I currently co-chair the

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[2] Capitalized terms used but not defined herein shall have the meaning given to them in the Plan.

Restructurings and Insolvency Commission (*Derecho Concursal*) of the Mexican Bar Association.

3. I submit this declaration (this "**Declaration**") in support of confirmation of the *Debtors' Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [ECF No. 2293] (as may be subsequently supplemented, amended, or modified from time to time, the "**Plan**"). I have reviewed the Plan and the *Third Amended Disclosure Statement for Third Amended the Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and Its Affiliated Debtors* [ECF No. 2294] (as may be subsequently supplemented, amended, or modified from time to time, the "**Disclosure Statement**") referenced herein or have otherwise had their contents explained to me. Unless otherwise indicated, the statements set forth in this Declaration are based on (a) my personal knowledge or experiences; (b) information that I have received from the Debtors, my colleagues at Sainz Abogados working directly with me or under my supervision, direction, or control, or other advisors of the Debtors; and/or (c) my review of relevant documents, including the Plan and the Disclosure Statement.

4. This Declaration comprises matters that reflect my view of Mexican law or statements of fact. Where the matters stated in the Declaration are statements regarding Mexican law, such statements represent my expert view of Mexican law as an attorney admitted and authorized to practice in Mexico. Where the matters stated in this Declaration are statements of fact that are within my personal knowledge, they are true. Where the matters stated in this Declaration that are statements of fact are not within my personal knowledge, they are derived, as appropriate, from other sources and are true to the best of my knowledge, information and belief.

5. I am not being specifically compensated for this testimony other than through payments received by Sainz Abogados as a professional retained by the Debtors. I am over the age of 18 years and authorized to submit this Declaration on behalf of the Debtors. If I were called upon to testify, I could and would competently testify to the facts set forth herein.

I. The Plan Complies with All Applicable Mexican Law.

6. Since the Firm's initial engagement by the Debtors on or about June 5, 2020 (then through the same team working at Cervantes Sainz, S.C., which spun-off into Sainz Abogados, S.C. in November 2020), the Firm has worked closely with the Debtors' management and other professionals in assisting with the Debtors' restructuring efforts, including with respect to the Equity Commitments, the Plan, the Disclosure Statement and all Mexican law aspects of the Debtors' restructuring process. With respect to each of the foregoing and other related items, the Firm has specifically advised the Debtors on how to comply with applicable Mexican law and regulatory requirements before the competent Mexican authorities. I believe the Debtors' Plan achieves this objective.

A. Applicable Mexican Regulatory and Legal Requirements

7. As a provider of national and international air transportation services, the Company is subject to a variety of laws and regulations. In particular, the Company is subject in Mexico to the *Ley de Aviación Civil* (the "**Aviation Law**"), which law governs the use of Mexican air space. Pursuant to the Aviation Law, any entity that provides air transportation services within Mexican air space must obtain a federal concession to do so from the *Secretaria de Infraestructura, Comunicaciones y Transportes* (the "**Ministry of Infrastructure, Communications and Transportation**"). *Aerovías de Mexico, S.A. de C.V.* ("**Aerovías**") and *Aerolitoral, S.A. de C.V.* ("**Aeroméxico Connect**") obtained their concessions (the

"**Concessions**") from the Ministry of Infrastructure, Communications and Transportation on March 16, 2000 and October, 24 2000, respectively.

8. As holders of the Concessions, Aerovías and Aeroméxico Connect (the "**Operating Entities**") have a continuing obligation to comply with certain technical, legal, ownership, financial and managerial conditions (the "**Conditions**") that such Operating Entities had when the Concessions were originally granted or are as modified with the approval of, or non-objection from, the Ministry of Infrastructure, Communications and Transportation. If such Conditions are substantially modified without the prior approval of the Ministry of Infrastructure, Communications and Transportation, then pursuant to Section 11.9 of the Concessions, sufficient cause would exist for the Ministry of Infrastructure, Communications and Transportation to revoke such Concessions. Additionally, pursuant to Article 15 of the Aviation Law, the executive branch of the Mexican federal government may also revoke the Concessions if, among other things, the Operating Entities' nationality changes. And, if the Concessions are revoked, then the Operating Entities would not be able to, either directly or indirectly, apply for a new concession for 5 years.

9. When the Concessions were granted, the Operating Entities were, directly and indirectly, owned by Mexican individuals or entities in a manner that complied with *Ley de Inversión Extranjera*[3] and its implementing regulations (the "**Foreign Investment Law**")—that is, no more than 49% of the Company's full-voting stock was owned by foreign individuals or entities. However, in March 2011, the Company obtained authorization (the "**2011 Neutral Investment Authorizations**") from the *Dirección General de Inversión Extranjera* (the "**Mexican General Directorate of Foreign Investment**") of the *Secretaría de Economía* (the

[3] Including, but not limited to, Articles 4, 7, 8 and Title Five.

"**Ministry of Economy**"), with a favorable opinion from the Ministry of Infrastructure, Communications and Transportation, to permit foreign individuals and entities to hold a Neutral Investment[4] in the Company. The 2011 Neutral Investment Authorizations: (a) permit up to 90% of the Company's capital stock be in the form of Neutral Investment; (b) require that the Company always be controlled (i) by Mexican individuals, (ii) Mexican companies with express clauses in their bylaws excluding foreign investment or (iii) Mexican companies with a majority of Mexican investment; and (c) require that at least 10% of the Company's capital stock be held by Mexican individuals or Mexican companies with an express clause in its bylaws excluding foreign investment (the "**10% Threshold Requirement**").

10. Given the foregoing limitations on foreign ownership and because any plan of reorganization would likely require issuing equity in reorganized Grupo Aeroméxico to a substantial number of non-Mexican persons, on March 8, 2021, the Company petitioned the Mexican General Directorate of Foreign Investment to amend its 2011 Neutral Investment Authorization. Such amendment requested that (a) equity in Grupo Aeroméxico could also be held by special purpose vehicles or trusts (together "**SPVs**") controlled by Mexican individuals or entities and with a majority of Mexican investment and (b) the 10% Threshold Requirement be modified to allow for Mexican entities or SPVs controlled by Mexican individuals or entities and with a majority of Mexican investment to count towards the 10% threshold. Such amendment (the "**2021 Neutral Investment Authorization**") was approved by the Mexican

[4] A "**Neutral Investment**" means an equity investment, with limited voting rights, that is disregard for purposes of the foreign investment restricted provided in the Foreign Investment Law. The exact design or construction of a Neutral Investment equity instrument is flexible, but any issuance thereof (including the scope of any voting or corporate rights conferred to such series of shares) must be approved by the Mexican General Directorate of Foreign Investment that depends on the Ministry of Economy and, if applicable (considering that such authorization may amend corporate bylaws or other regulatory rules that apply to the Company), the CNBV.

General Directorate of Foreign Investment on April 7, 2021 with a favorable opinion from the Ministry of Infrastructure, Communications and Transportation.

11. In short, compliance with the 2021 Neutral Investment Authorization is critical because it undergirds the Company's ability to comply with the Conditions of its Concessions and mitigates the possibility of there being sufficient cause for the Ministry of Infrastructure, Communications and Transportation (Mexican federal government) to revoke the Operating Entities' Concessions. In other words, because the 2021 Neutral Investment Authorization provides for an ownership paradigm that is already government approved, the Operating Entities do not risk their Concessions being revoked because the nationality of their controlling individuals or entities changed or their Conditions modified without prior approval. Obviously, ensuring that the Concessions are not revoked or at risk of revocation is pivotal since without the Concessions, the Company would be unable to operate. Therefore, any plan of reorganization that the Debtors could propose would have to comply with, among other things, the (a) 2021 Neutral Investment Authorization, (b) Foreign Investment Law, (c) Aviation Law, (d) Mexican Securities Exchange Law (*Ley del Mercado de Valores*) and (e) Debtors' bylaws. And the Plan does just that.

12. In fact, as further described in the Debtors' Disclosure Statement, the Debtors and the Equity Financing Commitment Parties have spent several months painstakingly crafting a plan of reorganization that can (and does) satisfy the aforementioned Mexican laws and regulations and Company bylaws. Each aspect of the Company's exit financing and the Plan have been narrowly tailored to help ensure compliance with Mexican law. For example, the Plan provides that Mexican nationals will continue to control the Company in management and via the Company's board of directors and Mexican ownership requirements will be satisfied because

the New Stock will be owned by, among others, Mexican pension funds (*afores*) and Mexican individuals (i.e., the Mexican Investors) in sufficient quantities to satisfy the Foreign Investment Law and the 2021 Neutral Investment Authorization.

13. As required by the Foreign Investment Law and the bylaws of Grupo Aeroméxico, and as explained above, a certain percentage of the New Stock has to be owned by Mexican persons. In the Plan, those Mexican persons are the Mexican Investors and the Mexican Pension Fund. However, it is important to emphasize that because such New Stock would always have to go to Mexican persons to satisfy the Foreign Investment Law and the bylaws of Grupo Aeroméxico, it is not available for creditor recoveries. Therefore, there is not a plan of reorganization construct that would permit the Company to allocate all of or a significant majority of the Mexican Investor Stock to unsecured creditors carte blanche.

14. In addition to the Plan being structured in a manner consistent with Mexican laws and regulations, the Company has also expended significant time and energy with the Mexican government, including the Ministry of Infrastructure, Communications and Transportation, the Mexican General Directorate of Foreign Investment and the Chief of Legal Staff for the President of Mexico, to ensure they understand and are comfortable with how the Plan modifies the Conditions and Company's ownership and management structure. Again, making sure the applicable Mexican federal government entities approve of the Company's restructuring is essential because it is of the upmost importance that the Debtors do not risk losing their Concessions. Therefore, the notion that these steps could be easily replicated without significant impact on the Debtors' ability to expeditiously and economically exit from these Chapter 11 Cases is patently unrealistic.

15. Based on my involvement in the preparation of the Plan, my expertise in Mexican law and for the reasons set forth above, I believe that the proposed Plan complies with all relevant and applicable Mexican law and that confirmation of the Plan is in the best interest of the Debtors and their estates.

B. Mexican Corporate Steps

16. The Company must undertake a variety of Mexican corporate and regulatory steps to implement the various restructuring steps within the Plan and expeditiously emerge from these Chapter 11 Cases. For example, the Company must: (a) make certain regulatory filings before COFECE (Mexico's antitrust regulator); (b) formally submit the Plan for approval by the holders of the Company's CEBURES (Mexican-issued bonds); (c) duly call and hold shareholder meetings to have certain of the restructuring steps approved by shareholders, which steps include, without limitation, approving a capital stock increase, the issuance of the New Stock, appointment of a new board of directors, the offering of preemptive rights to existing shareholders and certain amendments to Grupo Aeroméxico's bylaws, including amendments to effectuate the 2021 Neutral Investment Authorization (collectively, the "**Shareholder Matters**"); (d) duly call and hold meetings of the Company's boards of directors to approve the post-reorganized Debtors' shareholder base; (e) obtain notarizations for any bylaws amendments and shareholder meeting minutes; (f) deliver certain termination and other notices pursuant to the DIP Credit Agreement; (g) provide the Mexican General Directorate of Foreign Investment with evidence that the Company's shareholders approved the Shareholder Matters; (h) execute and document security and collateral agreements for the exit financing and subsequent issuance of the New Notes; (i) if necessary, (1) register the New Stock before the Mexican National Registry of Securities of the National Banking and Securities Commission (*Registro Nacional de Valores*

de la Comisión Nacional Bancaria y de Valores), (2) list the New Stock on the Mexican Securities Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*) and (3) follow any other requests from the Mexican Custodian Agency (*S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V.*); and (j) timely, provide any other information requested by any one of the various Mexican governmental entities that supervise the Debtors' activities and affairs.

17. Critically, each of the immediately above items have already been completed, are in progress or are intimately connected with of the current Plan (and by extension, the exit financing proposal) being approved. Therefore, any drastic deviation from the current Plan, such as pursuing an entirely different exit financing proposal, would require having to restart most, if not all, Mexican regulatory and other corporate steps already undertaken by the Company. Subsequently, such a deviation would push back the Debtors' emergence from bankruptcy by many months—and unfortunately, cost these Estates many millions of dollars in additional professional and other transaction costs in the meantime.

[Remainder of this page intentionally left blank.]

18. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this 3rd day of January, 2022
in Mexico City, Mexico

/s/ Alejandro Sainz
Alejandro Sainz

Exhibit 2

de la Calle Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,	**Case No. 20-11563 (SCC)**
Debtors.[1]	**(Jointly Administered)**

DECLARATION OF LUIS DE LA CALLE PARDO IN SUPPORT OF DEBTORS' THIRD AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, Luis De La Calle Pardo, hereby declare under penalty of perjury as follows:

1. I am a member of the Restructuring Committee of Grupo Aeroméxico, S.A.B. de C.V. (the "**Company**" and collectively with the above captioned debtors and debtors in possession, the "**Debtors**") and I am an independent member of its Board of Directors, which I have been since 2008. In addition, I am the chief executive officer and founding partner of De la Calle, Madrazo, Mancera, S.C., a consulting firm specializing in economics, regulatory and international trade-related matters. Formerly, I was president of Hill & Knowlton Strategies for Latin America, non-executive director of the Mexican Institute for Competitiveness, vice chairman of the U.S.-Mexico Bilateral Committee of the Mexican Council on Foreign Trade, vice chairman of the International Trade and Investment Committee of the International Chamber of Commerce, non-executive director of Grupo Modelo and member of the independent North American working group of the Council on Foreign Relations, the Canadian Council of Chief Executives and the Mexican Council on Foreign Relations. Prior to my private sector career, I had the distinct honor

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to be appointed Undersecretary for International Trade Negotiations at the Mexican Ministry of Economy, Minister for Commercial Affairs at the Mexican Embassy in Washington, D.C., and I also worked at the World Bank. I hold a B.A. in Economics from ITAM and received M.A. and Ph.D. degrees from the University of Virginia.

2. I am generally familiar with the Debtors' key operations, business affairs, financial performance and restructuring efforts, including the decision-making of the Debtors' Restructuring Committee and Board of Directors. I submit this declaration (this "**Declaration**") in support of the confirmation of the *Debtors' Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [ECF No. 2293] (as may be amended, restated, amended and restated, supplemented, altered or modified from time to time, the "**Plan**").[2]

3. Except where specifically noted, the statements in this Declaration are based on (a) my personal knowledge, belief or opinion; (b) information I have received from the Debtors' employees or advisors; or (c) the Debtors' records maintained in the ordinary course of their business. I am authorized by the Debtors to submit this Declaration and, if I were called upon to testify, I could and would testify competently to the facts set forth herein.

Preliminary Statement

4. The Plan is the result of an extensive and robust process, overseen and principally driven by the Company's Restructuring Committee, a group of four of the Board's directors (none of whom are insiders of Delta, the Mexican Investors or any of the other Commitment Parties under the Plan), convened for the purpose of considering potential measures to steward the Company through difficulties brought about by the COVID-19 pandemic. At the Restructuring Committee's direction, and based on the detailed advice from Debtors' financial, operating, and

[2] Capitalized terms used but not defined herein shall have the meaning given to them in the Plan.

legal restructuring external advisors in the U.S. and Mexico (the "**Restructuring Advisors**"), the Debtors performed a thorough market check, considered various exit financing proposals and negotiated with various creditors and third-party investors over the course of months.

5. I, along with the other members of the Restructuring Committee, support the "Alliance Proposal" embodied in the Plan and in the Exit Financing Commitment Order entered by the Bankruptcy Court on December 10, 2021.[3] Indeed, at the time that such proposal was adopted by the Restructuring Committee, it was the only exit proposal that was available to the Company. This settlement, by and between the Debtors, Apollo, Delta, the Equity Financing Commitment Parties, the Debt Financing Commitment Parties and the Mexican Investors is an essential component of the Debtors' broader restructuring and is the product of eighteen months of hard-fought, arm's-length negotiations and consensus building overseen by the Restructuring Committee with the support and advice of the Restructuring Advisors. Based on my understanding and knowledge of the Debtors, these negotiations, the Restructuring Committee's and the Board's thorough evaluation of the Alliance Proposal and my discussions with the Restructuring Advisors, I believe the Alliance Proposal and the Plan as a whole provide significant benefit to the Debtors and their stakeholders, employees, and customers. 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. I believe that under the Plan, the Company will emerge with a bright future. Aeroméxico's better years lie ahead under this Plan.

[3] *See* Exit Financing Commitment Order [ECF No. 2289].

The Independent Restructuring Committee is Convened to Lead the Bankruptcy Process

6. The COVID-19 pandemic has, since its onset in early 2020, dramatically affected travel patterns, and in turn, the aviation industry, including the Company. Given this impact on the Company's business, the Board of Directors on June 4, 2020, established the Restructuring Committee pursuant to the Company's bylaws. The Restructuring Committee is currently comprised of two independent directors, the Chairman of the Board, and the Company's CEO, to oversee analysis of the Company's financial condition and to consider potential measures, including a voluntary restructuring, in which case it would (and did) deliberate on all the milestones and required actions under a chapter 11 process and on the reports and advice received from the Restructuring Advisors. The members of the Restructuring Committee are me, Javier Arrigunaga Gómez del Campo, Andrés Conesa Labastida and Arturo Martínez del Campo Saucedo. These members were chosen because the Company recognized that certain other Board members were insiders of potentially interested parties, as mentioned above, and it was important that the Restructuring Committee be comprised of disinterested, non-insider members. The Restructuring Committee was advised by the Restructuring Advisors, including legal counsel from Davis Polk & Wardwell LLP ("**Davis Polk**") and Sainz Abogados, S.C. ("**Sainz**"); and financial advisors from Rothschild & Co US Inc. and Rothschild & Co Mexico S.A. de C.V. ("**Rothschild & Co**") and AlixPartners, LLC ("**AlixPartners**").

7. The Restructuring Committee convened frequently to share information and discuss potential paths forward. Restructuring Committee meetings were and are separate and independent of the Company's full Board of Directors. Only Restructuring Committee members and the Restructuring Advisors (along with the Company's Chief Financial Officer who does not hold voting rights) attend meetings of the Restructuring Committee. As members of the Board, the Restructuring Committee members remained obligated to also attend meetings of the Board of

Directors. As a result, we would naturally hear the views of other directors, but as intended, the Restructuring Committee's process and ultimate decisions remained fully independent.

8. At the end of June 2020, the Debtors commenced these chapter 11 cases. The Debtors sought debtor-in-possession financing to address concerns that they would be unable to generate sufficient levels of operating cash flow in the ordinary course of business to cover operating and capital costs. In August 2020, the Debtors secured debtor-in-possession financing from Apollo and entered into the DIP Credit Agreement.

The Restructuring Committee Independently Considers Exit Financing Proposals

9. As reported by the Restructuring Advisors, I am aware that certain parties have filed objections to the Company's plan of reorganization, namely the Committee and the Ad Hoc Group of OpCo Creditors, alleging that the Debtors' decision-making throughout the bankruptcy process was conflicted, specifically due to the alleged influence of the Mexican Investors and Delta in the Debtors' exit financing process. These allegations are wrong. As explained above, from the beginning, the process has been overseen by and decisions have been driven by the Restructuring Committee, comprised of four disinterested directors working independently from the Company's Board of Directors, and assisted by the Restructuring Advisors. As explained in more detail below, the Restructuring Committee has remained independent and disinterested throughout the process. Indeed, the fact that the Restructuring Committee supported the Joint Bidders'[4] exit financing proposal, and used it as the basis for the delivery to the DIP lenders of Final Valuation Materials on September 10, 2021—such proposal provided better recoveries for unsecured creditors than did Apollo's proposal, even though the Joint Bidders' proposal did not

[4] The "Joint Bidders" are a collective of the Ad Hoc Group of Senior Noteholders, the BSPO Investors, and the Ad Hoc Group of Unsecured Claimholders as described at paragraph 11.

have the support of Delta or the Mexican Investors at that time—shows that the Restructuring Committee's decision-making was not influenced by those insiders.

10. To begin, as it evaluated the merits of each proposal the Debtors received, the Restructuring Committee had to and did consider the Company's numerous and complex economic, operational and legal challenges.

11. *Urgent Liquidity Needs*. The Debtors filed for chapter 11 protection largely because of the Company's urgent need for liquidity. The COVID-19 pandemic was accompanied by extensive travel restrictions, new public health protocols and new variants, which decreased consumer demand and strained the Company's liquidity position to the point that it would be unable to generate sufficient levels of operating cash flow in the ordinary course of business to cover its operating and capital costs and the projected costs of these Chapter 11 Cases. Consequently, the Restructuring Committee and the Restructuring Advisors approached DIP financing negotiations and then evaluation of exit financing proposals with a requirement that any proposal would need to adequately capitalize the Debtors and facilitate a timely emergence from these chapter 11 proceedings.

12. *Challenging Capital Markets*. The Debtors sought financing in a highly unusual economic context. In addition to devastating the travel and commercial airline industries, the COVID-19 pandemic introduced unprecedented macroeconomic uncertainty that made it difficult to secure financing. The notion that new variants or outbreaks could emerge without warning rattled investor confidence in the commercial airline industry. The Restructuring Committee understood, and the Restructuring Advisors explained, that the Debtors sought financing in very challenging capital markets and consequently, approached the exit financing and settlement

process with an understanding that the Debtors would need to act quickly and decisively if the Company were presented with a viable proposal.

13. *Chapter 11 Reputational Costs*. As the Restructuring Advisors explained to us, and I understood, filing for chapter 11 bankruptcy protection can be helpful in reorganizing a company's affairs and rightsizing its balance sheet, but a chapter 11 filing can also impose a significant reputational cost on a Company. Bankruptcy proceedings can sometimes chill a debtor's relationships with its employees, suppliers and strategic partners. The Restructuring Committee and the Board approached the evaluation process with an understanding that an expedient exit from bankruptcy was paramount.

14. *Strategic Partnerships*. The airline business relies on an interdependent network of relationships and agreements to maintain and repair its aircraft, share profits and passenger lounge access, operate frequent flier programs, make reservations and transfer passengers, baggage, freight and mail between airlines. Without these relationships, the Company would be unable to efficiently service its customers. Given this dynamic, the Restructuring Advisors explained, and the Restructuring Committee understood, that it would be critical to approve a settlement that maximized consensus among its strategic partners. The Restructuring Committee did not, however, require that exit financing proposals have the support of any of the Company's existing strategic partners, including Delta.

15. *Compliance with Mexican Law*. The Company is subject to a number of Mexican laws that affect its capital stock increases, corporate governance and ownership structure. Critically important with respect to the Debtors' ownership structure is the Mexican Foreign Investment Law (and the Company's bylaws), which have certain requirements concerning Mexican ownership and control of the Company. The Restructuring Committee approached its

review of various proposals understanding that the support of Mexican nationals in the reorganized Company would be necessary. The Restructuring Committee did not, however, require any bidder to include any particular Mexican nationals in their exit financing proposal.

16. *Litigation*. The Restructuring Advisors explained to us that without broad support from key stakeholders, the Chapter 11 Cases would likely devolve into costly litigation that would destroy the Estate's otherwise distributable value. For example, the Restructuring Advisors warned that in the absence of broad-based settlement, litigation will almost certainly occur with respect to the exit financing process.

17. It is against the foregoing challenges that we proceeded. Starting in May 2021, the Debtors engaged in a robust exit financing marketing process utilizing the Restructuring Advisors, soliciting over 125 institutions and investors to gauge interest in providing exit financing for the Company. But by late July, it was my view, and the view of the Restructuring Committee overall, that only Apollo had submitted an exit financing proposal with sufficient certainty of execution to emerge from chapter 11. Importantly, Apollo's proposal recognized and sufficiently planned for the statutory need to satisfy the Mexican Foreign Investment Law, and Apollo's proposal maintained the strategic value of the Company's partnership with Delta. Apollo's proposal thus enjoyed the support of both the Mexican Investors and Delta. Some of the Restructuring Committee's members heard that support firsthand. But as always, the Restructuring Committee continued to convene and operate independently and separately from the rest of the Company's Board of Directors, the Mexican Investors and Delta. The Restructuring Committee discussed the aforementioned support among ourselves and with the Restructuring Advisors, and did appreciate its value.

18. As the exit financing marketing process was winding down, at the Restructuring Advisors' recommendation, the Debtors requested and entered into voluntary mediation with other stakeholders. In parallel, over the course of six weeks, the Ad Hoc Group of Senior Noteholders, the BSPO Investors and the Ad Hoc Group of Unsecured Claimholders combined (collectively, the "**Joint Bidders**") to submit a single exit financing proposal. This made for a second proposal worthy of serious consideration.

19. At the time, I and the other Restructuring Committee members believed that although no statutory insiders, such as the Mexican Investors or Delta, supported or participated in the Joint Bidders' proposal, it was consistent with our fiduciary duties to pursue the Joint Bidders' proposal because of its potential to provide unsecured creditors with materially higher recoveries if consummated.

20. Given our focus on protecting the Debtors' creditors, and delivering value to general unsecured creditors in particular, the Restructuring Committee pursued the Joint Bidders' proposal, and ultimately decided to move forward with it, heeding the advice and recommendations of the Restructuring Advisors. The Debtors used the Joint Bidders' proposal as the basis for the Final Valuation Materials it delivered to the DIP lenders on September 10, 2021, notwithstanding the fact that it did not have the support or participation of the Mexican Investors or Delta. It was only in the subsequent weeks that the Joint Bidders' proposal garnered those parties' support.

21. On November 3, 2021, Apollo presented a revised proposal to the Debtors that, as the Restructuring Advisors explained, had the support of a number of stakeholders including the Mexican Investors, Delta, and the Official Committee of Unsecured Creditors. As I understand, the Joint Bidders were revising their bid at this time; but it was unclear to me whether the Joint

Bidders' exit financing proposal still had the support of the Mexican Investors and Delta, and if it did not, whether the Joint Bidders' proposal would be able to get that support back. Nonetheless, in my capacity as a Restructuring Committee member, I was still of the view that we had two exit financing proposals firmly worthy of consideration.

22. On November 11, 2021, the Debtors received an exit financing proposal supported by the Joint Bidders and Apollo (the "**Alliance Proposal**"), and the respective standalone bids were withdrawn by those parties. As a result, the Alliance Proposal was the only proposal to be considered by the Restructuring Committee at that time.

23. The Restructuring Committee, with the advice and support of the Restructuring Advisors, then convened to consider the Alliance Proposal, in the absence of any board member that would have arguably been interested. The Restructuring Committee unanimously voted to accept the Alliance Proposal because it delivers a strong recovery to general unsecured creditors, as was explained and recommended by the Restructuring Advisors. The Alliance Proposal also provided a clear route around several potential roadblocks, as the Restructuring Advisors explained. It not only led to a waiver of an impending December 1 DIP default and a December 30 DIP maturity extension (which would have otherwise cost the Debtors' Estates substantial fees in connection with a stand-alone extension, DIP refinancing), but also eliminated substantial litigation risk arising under the DIP Credit Agreement related to Apollo's conversion right, which is moot for as long as the Debtors are pursuing the Alliance Proposal. Following the Restructuring Committee's vote and recommendation, the Board approved the Alliance Proposal.

24. Accordingly, on November 19, 2021, the Debtors filed revised commitment papers reflecting the new exit financing proposal and global settlement reflected by the Alliance Proposal. Contrary to the various assertions in the objections at the time that the new exit financing was

obtained by siphoning value from unsecured creditors, the updated exit financing proposal provided more value for general unsecured creditors and, as explained by the Restructuring Advisors, eliminated litigation risk with Apollo and reduced the value to be distributed to each of the new money investors, the Mexican Investors and Delta.

The Plan Maximizes Value to the Estate for the Benefit of All Stakeholders and Provides a Reasonable and Necessary Path to the Debtors' Emergence from chapter 11

25. As explained by the Restructuring Advisors to the Restructuring Committee, the Plan as it now stands has enhanced the recovery to unsecured creditors over and above the recovery provided for in the initial proposal of Apollo, and with an increase of $858 million in value attributable to general unsecured creditors since the transaction set forth in the originally contemplated Final Valuation Materials from July 29, 2021. Moreover, the Plan meets the full array of challenges the Debtors face.

26. *Capital Injection*. The Plan meets the urgent liquidity needs of the Debtors at a time of uncertainty in the capital markets as it relates to airlines. As explained by the Restructuring Advisors, the exit financing will inject $1,482,500,000 of liquidity into the Debtors, which will be used to meet their responsibilities under the Plan, which includes, among other things, repaying their obligations under the DIP Credit Agreement, funding a cash payment of $450 million to unsecured creditors, and financing the PLM Stock Participation Transaction, if consummated. In the longer term, the exit financing will also adequately capitalize their business to confront the economic uncertainty of the COVID-19 pandemic and other challenges that beset the airline industry such that the Company can remain viable as a going concern.

27. *Conversion of DIP Claims*. The Plan equitizes approximately $663 million of the Tranche 2 DIP Facility Claims that would otherwise be held by certain of the Electing Tranche 2 DIP Lenders—namely Apollo, Delta and the Mexican Pension Fund—who have agreed to convert

their Claims into New Stock. As the Restructuring Advisors explained, this element of the settlement greatly preserves the Debtors' liquidity, which is important in a capital-intensive business in which maintenance and investment are important to retaining market competitiveness.

28. *The Participation of the Mexican Investors*. The Plan includes the participation of the Mexican Investors. The Mexican Investors are experienced and esteemed business leaders that have, in my view, already been a source of guidance and added credibility to the Company, including in acting as ambassadors for the Company with the federal government and the President of Mexico. Under the Plan's Mexican Investor Covenants, these contributions are ensured to continue.

29. *DIP Credit Agreement Amendment*. The Alliance Proposal includes a third amendment to the DIP Credit Agreement, which, based on the explanations of the Restructuring Advisors, I understand extends the maturity of the DIP Facility (and corresponding milestones tied to such maturity) by three months in consideration for the Debtors' support and pursuit of the exit financing. This amendment provides the Debtors with additional flexibility without a fee, which fee would otherwise extract value from the Estate at the expense of creditor recovery.

30. *Broad Support for the Alliance Proposal*. As reported by the Restructuring Advisors, the Alliance Proposal is broadly supported by an array of key stakeholders and strategic partners including Apollo, the Ad Hoc Group of Senior Noteholders, the BSPO Investors, the Ad Hoc Group of Unsecured Claimholders, Delta and the Mexican Investors. This support is critical. Broad support from so many key stakeholders in these Chapter 11 Cases mitigates value-destructive litigation that could derail the progress of these proceedings, lessens creditor recoveries, and damage the reputation of the Company. Instead, this broad support maximizes the probability of a timely exit from these Chapter 11 Cases and preserves the value of the Estate for

the benefit of the Company, which will be able to fulfill its obligations under the Plan. A broadly supported settlement will send a positive signal to the market that will also permit the Debtors to preserve many of its strategic partnerships, including its partnership with Delta. Delta has been a tremendous partner for the Company. Delta is a giant in the aviation industry and has leveraged its reputation and resources to the benefit of the Company. Under the Plan, Delta will continue doing so, above and beyond what it might have done as a mere outsider with certain contractual obligations.

31. Despite the significant impact of COVID-19 to the airline industry, under the Plan, I believe the Company has a bright future. I fully support and endorse it for Confirmation.

[Remainder of page intentionally left blank.]

I declare, under penalty of perjury under the laws of the United States of America, that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Executed: January 1, 2022
Mexico City, Mexico

By: */s/ Luis de la Calle Pardo*
Luis de la Calle Pardo
Member of the Board of Directors
and Restructuring Committee,
Grupo Aeroméxico, S.A.B. de C.V.

Exhibit 3

Arnold Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,	**Case No. 20-11563 (SCC)**
Debtors.[1]	**(Jointly Administered)**

DECLARATION OF ROLF ARNOLD
IN SUPPORT OF THE DEBTORS' THIRD AMENDED JOINT
PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, Rolf Arnold, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. I am a Director in the North American restructuring practice of Rothschild & Co US Inc. ("**Rothschild & Co**"), a global financial advisory services and investment banking firm, that has its principal office in North America at 1251 Avenue of the Americas, 33rd Floor, New York, New York 10020. Rothschild & Co has been engaged as a financial advisor to the above-captioned debtors and debtors in possession (collectively, the "**Debtors**")[2] since June 2020.

2. I am generally familiar with the Debtors' day-to-day operations, business affairs, financial performance and restructuring efforts. I submit this declaration (this "**Declaration**") in support of the *Debtors' Third Amended Joint Plan of Reorganization under Chapter 11 of 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. 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] A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this motion and the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Ricardo Javier Sánchez Baker in Support of the Debtors' chapter 11 Petitions and First Day Pleadings* (the "**First Day Sánchez Declaration**") [ECF No. 20], filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of the Bankruptcy Code on June 30, 2020 (the "**Petition Date**").

Bankruptcy Code [ECF No. 2293] (as may be amended, restated, amended and restated, supplemented, altered or modified from time to time, the "**Plan**").[3]

3. Except where specifically noted, the statements in this Declaration are based on (a) my personal knowledge, belief or opinion; (b) information I have received from the Debtors' employees or advisors and/or employees of Rothschild & Co working directly with me or under my supervision, direction or control; or (c) the Debtors' records maintained in the ordinary course of their business. I am authorized by the Debtors to submit this Declaration and, if I were called upon to testify, I could and would testify competently to the facts set forth herein.

Qualifications

4. Rothschild & Co is a member of one of the world's leading independent investment banking groups, with over fifty offices in more than forty countries. Rothschild & Co has expertise in domestic and cross-border restructurings, mergers and acquisitions, new capital raises, debt advisory and other financial advisory and investment banking services. Rothschild & Co has extensive experience representing the interests of debtors, creditors, and institutional investors in business and sovereign restructurings and workouts both in and out of chapter 11, and in representing clients in a wide range of industries. Rothschild & Co is both a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation.

5. I have over 6 years of restructuring, reorganization and strategic advisory expertise. I have restructured over $15 billion of debt, advising U.S. and international debtors and creditors in high-profile restructurings, including: Algoma Steel Inc.; Associated Materials Inc.; Chaparral Energy, Inc.; Fieldwood Energy LLC; Global Eagle Entertainment Inc.;

[3] Capitalized terms used but not defined herein shall have the meaning given to them in the Plan.

Performance Sports Group Ltd.; and Primero Mining Corp. My experience also includes substantial distressed merger and acquisition transaction experience.

Recovery Model Background

6. The value attributable to the Debtors (Grupo Aeroméxico, S.A.B. de C.V. ("**GAM**"**)**; Aerovías de México, S.A. de C.V. ("**Aerovías**"); Aerolitoral, S.A. de C.V. ("**Aerolitoral**"); and Aerovías Empresa de Cargo, S.A. de C.V. ("**Cargo**" and, collectively with Aerovías and Aerolitoral, the "**Operating Subsidiaries**"), and implicitly the estimated recoveries for classes 3(a), 3(b), 3(c), 3(d), 3(e), 6(a), 6(b), 6(c) and 6(d), as set forth in the Plan and Disclosure Statement, is based on a recovery model (the "**Recovery Model**") that allocates the value that is distributable to the Debtors' general unsecured creditors ("**General Unsecured Creditors**").

7. Work on the Recovery Model commenced in the second quarter of 2021. I, along with my colleagues from Rothschild & Co, was involved in the creation of the Recovery Model. The Recovery Model was constructed collaboratively with the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases (the "**UCC**") and its advisors and includes general input and several rounds of specific comments from the UCC's advisors. The Recovery Model was an iterative process that involved sharing several drafts with the UCC and their advisors. The Debtors and their advisors have actively sought input and comments on all aspects of the Recovery Model from the UCC and its advisors throughout the process to date.

Recovery Model Estimate of Total Distributable Value

8. Based on the Recovery Model, the estimated total distributable value allocable to General Unsecured Creditors is approximately $1,065 million. This estimate is comprised of three components:

(a) As set forth in the valuation analysis attached as Appendix D to the *Third Amended Disclosure Statement for the Third Amended Joint Chapter 11 Plan of Reorganization of Grupo Aeroméxico, S.A.B. de C.V. and Its Affiliated Debtors* [ECF No. 2294] (the "**Disclosure Statement**"), the estimated going concern total enterprise value of the Debtors is $5,400 million (the "**Plan Enterprise Value**") and the plan equity value is $2,564 million (the "**Plan Equity Value**"). General Unsecured Creditors are allocated approximately 23% of the Plan Equity Value under the Recovery Model.

(b) As set forth in the financial projections attached as Appendix C to the Disclosure Statement (the "**Financial Projections**"), the Debtors' projected excess balance sheet cash at an assumed effective date of January 31, 2022 is estimated to be approximately $100 million (the "**Excess Cash**"). General Unsecured Creditors are allocated approximately 23% of the Excess Cash under the Recovery Model.

(c) General Unsecured Creditors are allocated $450 million of cash (the "**Unsecured Creditor Cash Distribution**") under the Recovery Model.

9. These three components are summarized in the table below.

Approximate $ in Millions	**Estimated Total Distributable Value**	**Allocable to General Unsecured Creditors**	**Estimated Total Distributable Value Attributable to General Unsecured Creditors**
Plan Equity Value	$2,564	~23%	~$590
Excess Cash	~$100	~23%	~$23
Unsecured Creditor Cash Distribution	N/A	100%	$450
		Total	**~$1,065**

Recovery Model Allocations on a Debtor-by-Debtor Basis

10. The estimated allocation of total distributable value to General Unsecured Creditors on a per-Debtor basis is determined under the Recovery Model as follows:

(a) The estimated value of certain discrete assets is allocated to the Debtor entity that owns such assets. These "**Discrete Assets**" are (i) GAM's stake in an aircraft maintenance, repair and overhaul (MRO) facility and service company that is a joint subsidiary owned by GAM and Delta Air Lines, Inc.; (ii) GAM's stake in PLM Premier, S.A.P.I. de C.V., the company that owns the Debtors' loyalty program, and which company is owned 51%/49% by GAM and Aimia Inc.; (iii) the Aeroméxico patents, trademarks and associated domain names owned by GAM (**"GAM IP"**); (iv) commercial real estate owned by Aerovías (i.e., the Aeroméxico headquarters); and (v) certain tax attributes owned by GAM and Aerovías. The Discrete Assets have an aggregate estimated value of $1.5 billion.

(b) After allocation of the estimated value of the Discrete Assets to the applicable Debtor entities and the deduction of the aggregate estimated value of the Discrete Assets from the Plan Enterprise Value, the remaining Plan Enterprise Value is allocated to the Operating Subsidiaries pro rata based on each Operating Subsidiary's respective contribution to the Debtors' revenue pursuant to the Financial Projections.

(c) Following the allocation of the Plan Enterprise Value among the Debtors, allocations of Plan Equity Value and Excess Cash are determined based on the components of the emergence debt and debt-like instruments, and emergence cash and cash equivalents, at each Debtor. This analysis also takes into consideration (i) post-petition intercompany balances; (ii) allocation of restructuring costs and fees; (iii) cash burn through emergence; and (iv) the sources and uses of cash associated with the exit

financing contemplated under the Plan, including the Unsecured Creditor Cash Distribution.

(d) Lastly, Plan Equity Value and Excess Cash allocations to each Debtor are further refined to account for the equity splits associated with: (i) the equity financing and financing fee; (ii) the equitization of a portion of the Tranche 2 debtor-in-possession loan; (iii) the Delta Contract Fee; and (iv) the Mexican Investor Stock as contemplated under the Plan. The Plan Equity Value and Excess Cash allocations to each Debtor are the basis for a pro rata allocation of (i) to (iv) set forth above.

11. The Recovery Model analysis set forth above results in General Unsecured Creditors being allocated approximately 23% of the Plan Equity Value, 23% the Excess Cash and all of the Unsecured Creditor Cash Distribution.

Valuation of GAM IP

12. The GAM IP value utilized in the Recovery Model is based on an appraisal performed by an independent airline valuation expert, BK Associates, which is customary and appropriate under the circumstances. Rothschild & Co has not produced its own valuation or an appraisal of the GAM IP.

13. BK Associates was initially engaged to conduct the appraisal as part of the 2020 debtor-in-possession financing process. In July 2020, BK Associates provided an appraisal that indicated a value range of $686 million to $881 million for the GAM IP. Rothschild & Co provided a copy of the July 2020 appraisal to the UCC and its advisors, as well as to any interested potential financing parties that agreed to sign a nondisclosure agreement.

14. In the second quarter of 2021, Rothschild & Co began work on the Recovery Model, which includes the value of the GAM IP as an input. At that time, it was clear that BK Associates would need to refresh their appraisal given that the business plan had been updated

since the July 2020 appraisal. Additionally, Rothschild & Co also became aware that the July 2020 appraisal listed certain legal entities other than GAM in the appendix that listed the discrete components of the Aeroméxico trademarks. Moreover, the appraisal stated that GAM does not have any licensing arrangements of the GAM IP, which Rothschild & Co learned, through discussions with the Company while working on the Recovery Model, was not technically the case given GAM charges a royalty rate in connection with internal licensing arrangements with its subsidiaries.

15. Accordingly, for initial drafts of the Recovery Model that were shared with the UCC's advisors, Rothschild included a placeholder of $200 million for the GAM IP. The initial drafts of the Recovery Model that were provided to the UCC and its advisors included a stamp that stated that this $200 million figure was merely a placeholder and we communicated that the GAM IP would be addressed in future iterations of the Recovery Model.

16. On or about late September 2021, BK Associates was reengaged to update the July 2020 appraisal. In addition to asking BK Associates to update the appraisal to reflect the Debtors' most recent business plan, Rothschild & Co also told BK Associates about the two inaccuracies in the July 2020 appraisal, which BK Associates corrected in their October 2021 appraisal. A copy of the October 2021 appraisal was provided to the UCC and other stakeholders.

17. The October 2021 appraisal indicated a value range of $715 million to $923 million for the GAM IP.

18. I have reviewed the UCC's objection to the Debtors' Disclosure Statement and its argument that the value of the GAM IP is overstated in the Debtors' value Recovery Model [ECF No. 2233]. The UCC asserts that General Unsecured Creditors with a claim against Aerovías

and a guarantee from GAM (or vice versa) should not receive a recovery equal to their allowed prepetition claims because the Recovery Model allocates an inappropriate amount of Plan Enterprise Value to the GAM IP.

19. I believe the allocation of Plan Enterprise Value under the Plan is reasonable. The UCC's current position runs contrary to the position it took when supporting alternative proposals which also included a Recovery Model resulting in General Unsecured Creditors with a claim against Aerovías and a guarantee from GAM (or vice versa) receiving a recovery equal to their allowed prepetition claims.

[Remainder of this page intentionally left blank.]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Executed: January 1, 2022

By: */s/ Rolf Arnold*
Rolf Arnold
Director, Rothschild & Co US Inc.