

FORM OF PLAN SUPPORT AGREEMENT

Dated as of December 22, 2021

**STRICTLY CONFIDENTIAL**

**ALPHA HOLDING, S.A. DE C.V.,  
ALPHACREDIT CAPITAL, S.A. DE C.V., SOFOM E.N.R.,  
ACERCANDONOS, S.A.P.I. DE C.V.**

Calle Antonio Dovali Jaime 70  
Tower C, 7th Floor  
Mexico City, Mexico 01210

Ladies and Gentlemen:

This letter agreement (as amended, supplemented or otherwise modified from time to time and together with the Annexes and Schedules hereto, this “Agreement”) sets forth the understanding that Grupo Alpha and the holders of the Eligible Debt set forth in Schedule 1 hereto (for so long as such holders are party to a Lock-Up Agreement, the “Participating Creditors”), including each of the undersigned creditors (each, a “Creditor” and, collectively, the “Creditors”), have reached regarding the restructuring (the “Restructuring”) of the aggregate face, principal or other amount of all the eligible claims and debt of Alpha Holding, S.A. de C.V. (the “Company”) and the subsidiaries set forth on Schedule 2 hereto (the “Subsidiaries” and together with the Company, “Grupo Alpha”), including all interest, premium and fees thereon or in connection therewith, which is described on Schedule 3 hereto (the “Eligible Debt”). The Company has entered or can enter into other lock-up agreements with the other Participating Creditors (such agreements, the “Other Lock-Up Agreements” and together with this Agreement, the “Lock-Up Agreements”), under substantially the same terms and conditions as this Agreement, that in the aggregate (together with the Creditors) hold the majority of all the Eligible Debt of each of the Company and each of the Subsidiaries.

Grupo Alpha and the Participating Creditors have agreed that the Restructuring shall have the terms and conditions set forth in a *plan de reestructura previo* (the “Concurso Mercantil Plan”), substantially on the terms described in the Term Sheet (the “Term Sheet”), attached hereto as Annex B, which provides for the main terms and conditions of the Restructuring and any other documentation contemplated by the *Concurso Mercantil Plan* or necessary and customary for transactions such as the Restructuring, which documentation shall be in form and substance reasonably satisfactory to the Participating Creditors holding a majority of the Eligible Debt held by all Participating Creditors (the “Majority Participating Creditors”) (including with respect to any amendments or modifications thereto, other than such amendments and modifications as to form and that do not modify in any material respect the rights of any Creditor thereunder) (the “Restructuring Documents”), pursuant to the following steps:(i) the Concurso Mercantil Plan, which has been prepared in accordance with, and to satisfy the requirements set forth in, Article 339 of the *Ley de Concursos Mercantiles* of Mexico (as may be amended, the “Ley de Concursos Mercantiles”), will be filed in a *Concurso Mercantil*

pre-packed proceeding in accordance with the *Ley de Concursos Mercantiles* (the “Concurso Mercantil Proceeding”, and along with any other reorganization proceeding under the bankruptcy laws of Mexico, and with respect to chapter 15 of the United States Bankruptcy Code, a “Reorganization Proceeding”); (ii) once the judgment for the ranking, priority and recognition of claims (*sentencia de reconocimiento, graduación y prelación de créditos*) (the “Claims Judgment”) is issued in the Reorganization Proceeding of each of the Company and each of the Subsidiaries, the Company and the *conciliador* (“Conciliator”) will submit the *Concurso Mercantil Plan* to all creditors for the purpose of receiving their opinions and/or approval thereof, (iii) the Participating Creditors will execute and approve with the Conciliator the *Concurso Mercantil Plan* (the “Proposed Convenio Concursal”), (iv) the Conciliator will submit the Proposed *Convenio Concursal* for approval by the Mexican federal judge presiding over the *Concurso Mercantil Proceeding* of Grupo Alpha. The Restructuring shall be implemented once the judge approves the Proposed *Convenio Concursal* through the issuance of a judgment, which shall conform in all material respects with the *Concurso Mercantil Plan* (including any amendments or modifications to the *Concurso Mercantil Plan*, the “Convenio Concursal”).

Section 1.     Relevant Debt; Holdings.

Each Creditor represents that as of the date hereof: (i) it is the beneficial owner (as defined in Rule 13d-3 and Rule 13d-5 under the Securities Exchange Act of 1934, as amended) or the investment advisor, sub-advisor, or manager for the beneficial owner (with the full power and authority to execute this Agreement and to tender, vote and dispose of such Relevant Debt on behalf of such beneficial owner) of the type and amount of debt set forth below its signature hereto (together with any Eligible Debt acquired after the date hereof (as set forth in Section 5 of this Agreement), other than as set forth in Section 5(b) hereof, the “Relevant Debt”); (ii) such Relevant Debt is free and clear of any liens, charges, claims, encumbrances, participations, security interests and similar restrictions, and any other restrictions that could adversely affect the ability of such Creditor to perform its obligations hereunder; and (iii) it has not sold, assigned or disposed of any interests or claims relating to such Relevant Debt.

Section 2.     Participation Terms.

- (a)     In respect of the Relevant Debt and subject to the terms and conditions hereof, Grupo Alpha and the Creditors each severally and not jointly agree to negotiate in good faith the remaining terms, conditions and Restructuring Documents necessary to implement and effect the Restructuring based on, and consistent with, the *Concurso Mercantil Plan*.
- (b)     Unless and until this Agreement is terminated in accordance with Section 8 hereof, each Creditor shall, subject to the terms and conditions hereof:
  - (i)     Execute, in respect of its Relevant Debt claims, the *Concurso Mercantil Plan* and consent to the submission of the *Concurso* petition and the *Concurso Mercantil Plan* as a *plan de reestructura previo* in the *Concurso Mercantil Proceeding*;

- (ii) execute, in respect of its Relevant Debt claims, the documents that are deemed necessary or advisable to appoint the Conciliator that shall be determined together by the Company and the Majority Participating Creditors, for the Restructuring Proceeding of each of the Company and the Subsidiaries;
  - (iii) file, in respect of its Relevant Debt claims, the proofs of claims necessary to have its Relevant Debt claims duly recognized under the applicable documents according to the rankings, preferences and amounts that correspond to such Relevant Debt;
  - (iv) execute and deliver the proof of claim and the *Concurso Mercantil* Plan, as well as any amendments or modifications thereto, that are reasonably necessary or requested by the Mexican federal judge presiding over the *Concurso Mercantil* Proceeding in order to either (x) issue the Claims Judgment or (y) approve the *Convenio Concursal*; provided, in each case, that such amendments or modifications do not have a materially negative impact on such Creditor not otherwise approved by such Creditor;
  - (v) (a) vote its Relevant Debt claims, whether beneficially owned or for which it now or hereafter serves as the investment advisor, sub-advisor, or manager for beneficial owners thereof, to accept the *Concurso Mercantil* Plan, including by participating in any consent solicitation commenced by Grupo Alpha for such purpose, and (b) not change or withdraw (or cause to be changed or withdrawn) such vote unless the *Concurso Mercantil* Plan is modified in any respect that has a materially negative impact on any Creditor not otherwise approved by such Creditor; and,
  - (vi) execute and deliver any further documents, in form and substance reasonably satisfactory to the Majority Participating Creditors, and take such other actions as are reasonably necessary (x) to complete the submission and the recognition of the Relevant Debt, for participation in the Restructuring in accordance with the *Concurso Mercantil* Plan and the terms hereof consistent with the *Ley de Concursos Mercantiles*, including, without limitation, any evidence of such Creditor's consent to the terms and conditions of the Restructuring as Grupo Alpha may reasonably request, and (y) to obtain the court approval of the *Convenio Concursal*.
- (c) Unless and until this Agreement is terminated in accordance with Section 8 hereof, if any Creditor is not the creditor of record of all or a portion of the Relevant Debt (as specified below its signature hereto) that it beneficially owns, such Creditor agrees, subject to the terms and conditions hereof, (i) to instruct the creditor of record of such Relevant Debt to take or authorize the actions specified in paragraph (b) above to be

taken by such Creditor, at which time the obligations of such Creditor thereunder shall be deemed satisfied, and (ii) if the creditor of record (A) takes any action that conflicts with or is contrary to the instructions of such Creditor, (B) does not take any action within five (5) calendar days after any instruction is given to it by such Creditor or (C) otherwise advises or announces (whether to Grupo Alpha, such Creditor or publicly) that it does not intend to follow the instructions of such Creditor, to become, promptly following the written request of Grupo Alpha, the creditor of record of such Relevant Debt by taking an assignment thereof on terms and conditions reasonably satisfactory to such Creditor; provided that the creditor of record and Grupo Alpha each agree to such assignment on such terms and conditions.

- (d) Unless and until this Agreement is terminated in accordance with Section 8 hereof, each Creditor severally and not jointly agrees that it shall promptly provide the relevant court-appointed officers, Conciliator and court of competent jurisdiction with reasonable evidence necessary under the provisions of the *Ley de Concursos Mercantiles* to ascertain that it, or in the case of the investment advisor, sub-advisor, or manager for the beneficial owner of the Relevant Debt, such beneficial owner, beneficially owns the Relevant Debt for the purposes thereof.
- (e) Unless and until this Agreement is terminated in accordance with Section 8 hereof, each Creditor severally and not jointly agrees that, with respect to the Relevant Debt, subject to the terms and conditions hereof, such Creditor shall not:
  - (i) except for the *Concurso Mercantil* Proceeding, commence or participate in any involuntary bankruptcy proceeding against the Company or its subsidiaries, including, without limitation, under chapter 7 or chapter 11 of the U.S. Bankruptcy Code (unless any such proceeding has already been initiated by any affiliate of the Company), an involuntary proceeding under the *Ley de Concursos Mercantiles* or other similar proceeding under the laws of Mexico or the United States, or any equivalent laws in any other jurisdiction, other than the chapter 11 proceeding filed under the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware;
  - (ii) except with respect to the commencement of the *Concurso Mercantil* Proceeding and as otherwise expressly permitted by this Agreement, initiate, participate in or maintain any legal action or proceeding in any court against the Company or its subsidiaries in respect of the Relevant Debt, or exercise any rights or remedies under or in respect of the Relevant Debt, any existing legal action or proceeding in any court against the Company or its subsidiaries, under applicable law or otherwise with respect to any present or future default under the Relevant Debt (the “Standstill”), unless (i) such action is necessary to ensure Grupo Alpha’s full compliance with its obligations under Section 3 (*Additional Covenants*) below,

to preserve such Creditor's rights under or in respect of the Relevant Debt, or to toll, interrupt or otherwise prevent application of any applicable statute of limitations with respect to the Relevant Debt; **provided** that nothing in this Agreement is or shall be construed *(a)* to be a novation, an amendment, a waiver or a release of any terms of the Relevant Debt, *(b)* to be an amendment, waiver or release of any right that such Creditor may have under any agreement relating to the Relevant Debt, applicable law or otherwise (whether as a result of a default under the Relevant Debt or otherwise) or in any way limit the rights of such Creditor in respect of any breach of this Agreement or any other agreement, document or stipulation entered into in connection with this Agreement by such Creditor and Grupo Alpha; or *(c)* to be a prohibition or waiver of any kind to the Participating Creditor's rights to carry out in Mexico or abroad the exercise (beginning or continuation) of the actions and measures that are necessary or convenient to preserve all the rights that by contract or law correspond with respect to their claims, as well as to prevent them from operating the estoppel, expiration or prescription of their substantive or procedural rights, and actions, complaints and/or complaints of a criminal nature;

- (iii) take any action, directly or indirectly, to otherwise reduce, limit, cancel, novate, prejudice or impair the rights of any other Participating Creditor not affiliated with Grupo Alpha to recover amounts owed to it by Grupo Alpha pursuant to its Eligible Debt and the transactions described in the *Concurso Mercantil* Plan;
- (iv) take any action, directly or indirectly, to otherwise hinder, object, delay, prejudice, or impair the Restructuring Proceeding, the *Concurso Mercantil* Plan, and the transactions described in the *Concurso Mercantil* Plan; or
- (v) solicit consent for, or introduce, any plan of reorganization in respect of the Eligible Debt other than the *Concurso Mercantil* Plan;

**provided, further,** that (A) Grupo Alpha hereby acknowledges that intends to cause the Company and all of the Subsidiaries to be admitted in a *Concurso Mercantil* Proceeding on or before March 31, 2022; (B) Grupo Alpha hereby agrees that, prior to the admission of a *Concurso Mercantil* Proceeding with respect to the Company or such Subsidiary, no material assets will be disposed of or encumbered by any of the Company or any of its Subsidiaries except in the ordinary course of business; and (C) the Standstill and the other limitations on actions to be taken by the Participating Creditors hereunder shall not apply after March 31, 2022 with respect to the Company or any Subsidiary unless such Company or

such Subsidiary has by such date been admitted in a *Concurso Mercantil* Proceeding.

- (f) Each of Grupo Alpha and each Creditor shall negotiate in good faith to arrive at mutually agreeable Restructuring Documents. With respect to any Restructuring Document to be filed with or otherwise presented to the Conciliator appointed in the *Concurso Mercantil* Proceeding, or to the Mexican federal judge presiding over the *Concurso Mercantil* Proceeding (including with respect to any amendments or modifications thereto, other than such amendments and modifications as to form and that do not modify in any material respect the rights of any Creditor thereunder), Grupo Alpha will, if reasonably practicable, provide each Participating Creditor and its advisors drafts of such Restructuring Document prior to such filing or presentment and shall incorporate revisions, if any, that are necessary for such documents to be reasonably satisfactory to the Majority Participating Creditors in form and substance when filed or presented (for purposes of this Agreement, the term “Business Day” shall mean any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the laws of New York, New York, United States of America or Mexico City, Mexico).
- (g) Each of the parties severally and not jointly agrees that, except with respect to any action or proceeding regarding a breach of this Agreement, neither this Agreement nor any action taken by the parties hereunder may be used by any party as evidence of, or a defense or admission regarding, any claim, right, liability or damages in connection with or arising out of the Eligible Debt.
- (h) Each of the parties severally and not jointly agree that nothing in this Agreement shall restrict, limit, or impair any right of any Creditor in respect of obligations, liabilities, claims, indemnities, liens, security interests, rights, remedies or other property, including, without limitation, any secured indebtedness or debtor-in-possession financing to Grupo Alpha or any of its affiliates, that does not constitute or relate to Relevant Debt.

Section 3. Additional Covenants.

Grupo Alpha hereby agrees, so long as this Agreement remains in effect, to comply with the following covenants and obligations:

- (a) Grupo Alpha shall take any and all action reasonably necessary or appropriate, so that the Restructuring may be consummated as promptly as possible, including without limitation by means of the *Concurso Mercantil* Proceeding. Such action shall include but not be limited to: (i) facilitating each Creditor’s proof of claim against Grupo Alpha in the *Concurso Mercantil* Proceeding; (ii) taking all actions reasonably necessary or

appropriate (or reasonably requested by each Creditor) to have such claims recognized; (iii) conducting a consent solicitation, in compliance with the applicable laws of Mexico and the United States, to solicit favorable votes in order to meet the majority of verified claims required to accept the *Concurso Mercantil* Plan pursuant to the *Ley de Concursos Mercantiles*, if needed;

- (b) Grupo Alpha, together with the Majority Participating Creditors, shall appoint an individual to act as Conciliator in the *Concurso Mercantil* Proceeding;
- (c) The Company and each of the Subsidiaries shall, and shall cause each of their subsidiaries, affiliates and controlled entities to, provide written notice promptly to the advisors of the Creditors if, to its or their actual knowledge, the aggregate amount of the Eligible Debt held by holders or other parties in interest bound by Lock-Up Agreements with Grupo Alpha shall decrease below the amount necessary to approve the *Concurso Mercantil Plan* or if any Other Lock-Up Agreement shall expire or be terminated at any time prior to the consummation of the Restructuring;
- (d) Grupo Alpha shall not, and shall cause each of its subsidiaries, affiliates and controlled entities not to, appeal, contest, protest, challenge or object to, or assist in or contribute in any manner (by providing advice, opinions, testimony, evidence or financial assistance, except as required by applicable law or governmental entity or in response to any judicial or administrative proceeding) to any action that in any way seeks to appeal, contest, protest, challenge, impair or object to the validity, suitability, eligibility, amount or recognition of the Eligible Debt of any Creditor, provided that such Eligible Debt is consistent with Schedule 3 (including individualized claims from said Creditors and accrued interest up to an amount allowed by, and pursuant to, the provisions set forth in the *Ley de Concursos Mercantiles*). This in the understanding that the Eligible Debt has been recognized in terms of the Schedule 3 of the Lock-Up Agreement (whether individualized by Creditors or as a class of Creditors); otherwise Grupo Alpha may appeal, contest, protest, challenge or object to the validity, suitability, eligibility, amount or recognition.
- (e) Grupo Alpha hereby agrees not to, except for those actions required to effect the Restructuring in accordance with the *Concurso Mercantil* Plan, initiate or participate in any legal action or proceeding in any court against any Participating Creditor in respect of the Eligible Debt (other than the to the voluntary *concurso* petition initially filed by the Company on August 10, 2021, which has not yet been formally admitted by the Court (“Original Concurso”)) or, to the extent applicable, terminate any standstill agreement with respect to the Eligible Debt, or exercise any rights or assert any claim under, or in respect of, the Eligible Debt, applicable law or otherwise, unless such exercise is necessary to preserve its legal rights or

remedies and/or appellate rights and/or to contest any claim made, in each case, by any Participating Creditor that breaches the terms of this Agreement or any other agreement, document or stipulation entered into with Grupo Alpha;

- (f) If the Original Concurso is formally admitted by the presiding Court before the filing or admission of the Concurso Mercantil Proceeding, then the Concurso Mercantil Plan should exclude Alpha Holding and Alpha Credit and, once the Concurso Mercantil Proceeding is admitted, the remaining Filing Subsidiaries and the Participating Creditors shall request the procedural accumulation (without consolidation of estates) of the Original Concurso and the Concurso Mercantil Proceeding. As a procedural alternative, Mexican counsel for the Debtors and for the Participating Creditors might decide, in good faith, to directly request the joinder of the Filing Subsidiaries into the Original Concurso without filing the new Concurso Mercantil Proceeding (in which case all references to the Concurso Mercantil Proceeding in this Agreement will be deemed applicable to the Original Concurso);
- (g) Grupo Alpha shall, to the fullest extent permitted under applicable law, indemnify, defend and hold harmless each Creditor (including, for the avoidance of doubt, the beneficial owner of Relevant Debt and the investment advisor, sub-advisor, and manager to any beneficial owner of Relevant Debt) from and against any action, claim, suit, ancillary proceeding, challenge or objection brought by any third party seeking to revoke, limit, annul, destroy or otherwise suspend the effects of this Agreement or any Other Lock-Up Agreement, except for any such claim, suit, ancillary proceeding, challenge or objection that results from or relates to any breach by such Creditor of this Agreement or applicable law; provided that, if such Creditor engages separate legal counsel for the defense or challenge of any such action or proceeding, Grupo Alpha shall be liable for the reasonable fees and expenses of the advisors for all Participating Creditors. In the event of any such action or proceeding, such Creditor shall fully cooperate with Grupo Alpha in the defense of any such action or proceeding;
- (h) Grupo Alpha shall, and shall cause each of its subsidiaries, affiliates and controlled entities, to the extent permitted under applicable law, to (i) seek the dismissal of any adverse action, suit, claim, ancillary proceeding, appeal, challenge or objection to the *Concurso Mercantil* Proceeding, (ii) defend, contest and object to any adverse action, suit, claim, ancillary proceeding, appeal, challenge or objection in the *Concurso Mercantil* Proceeding, and (iii) pursue a resolution on any adverse action, suit, claim, ancillary proceeding, appeal, challenge or objection in the *Concurso Mercantil* Proceeding;



- (i) The Company shall provide each Creditor and its advisors with prompt written notice of, but in no event later than five (5) Business Days following: (i) the occurrence of any termination event set forth in Section 8 hereof or (ii) the execution or termination of any Other Lock-Up Agreement executed between Grupo Alpha and a Participating Creditor; and,
- (j) Grupo Alpha shall not offer to, or agree with, any creditor holding unsecured debt or unsecured contingent debt, in each case as of the date of the filing of the Concurso Proceeding and that holds debt that is the same priority as the Participating Creditors, terms more favorable than the Participating Creditors than those terms agreed upon with the Participating Creditors without the consent of the Qualified Majority of Participating Creditors, except in those cases in which a creditor holding unsecured debt or unsecured contingent debt is entitled to more favorable terms as provided by applicable law. The term “Qualified Majority” means Participating Creditors holding at least 75% of the Eligible Debt held by all Participating Creditors. For the avoidance of doubt, all Participating Creditors signing the Lock Up Agreement obtain identical terms, and therefore no Participating Creditor has obtained or achieved, pursuant to a side letter or any other document, contract or arrangement, better treatment or conditions than the other Participating Creditors.
- (k) Grupo Alpha, jointly with the advisors for the Participating Creditors, shall identify and assess Mexico portfolio and *convenios* and design the Company’s plan to maximize value of said Mexican Portfolio (“Debtors Assets”), including by way of the sale of the Debtors Assets for the benefit of all of the Debtors’ creditors, as to be recognized in the Judgment of Recognition and Ranking of Claims (*Sentencia de Reconocimiento, Graduación y Prelación de Créditos*) to be issued by the Mexican Concurso Court as part of the Concurso Proceeding (“Claims Judgment”), which proceeds will be distributed, through an irrevocable trust (*Fideicomiso de administración y fuente de pago*), in form and substance satisfactory to the Participating Creditors, as a special purpose vehicle for the administration, sale and/or allocation of proceeds from the sale of the Debtors Assets (net of operating and post filing expenses, amounts that shall be subject to the budget (“Budget”) to be approved, reasonably and in good faith, between the Debtors and the Qualified Majority of Participating Creditors (through their corresponding financial & operational advisors) after consideration of the recommendation of Mr. Pablo Escalante (as Chief Restructuring Advisor of Alpha Holding (“CRA”)) (or his successor acting as a CRA provided that the CRA must be approved by the Participating Creditors), for the benefit of all creditors of the Debtors, as to be provided in the Concurso Mercantil Plan and, in due course, in the Proposed *Convenio Concurzal* (the “Restructuring Trust”). The Debtors Assets will be transferred to the Restructuring Trust, either during the Concurso Proceeding or as means to conclude it, with the

recommendation of the CRA (or his successor acting as a CRA provided that the CRA must be approved by the Participating Creditors), an authorized representative of the Debtors and the Conciliator. The Restructuring Trust will provide that the Debtors Assets will be sold, for the ultimate benefit of all of the Debtors' creditors (as to be recognized in the Claims Judgment) once the Proposed *Convenio Concursal* becomes legally effective. The Trust will also provide a specific clause to be agreed among the Debtors and the Participating Creditors on the amount and administration of a wind-down budget. The Restructuring Trust shall also provide that the Debtors Assets that are transferred to the Restructuring Trust can continue to be serviced by the Debtors. Any estate of the Restructuring Trust cannot and shall not be disbursed to the Debtors' creditors unless and until the Claims Judgment has been issued by the Mexican Concurso Court and the Proposed *Convenio Concursal* becomes legally effective, to assure that no contingent debt, or other claims supported by a feasible proof of claim to be presented during the Concurso Proceeding, is pending to be recognized in the Claims Judgment. The sale of non-essential assets could and should be implemented, with the prior approval of the Conciliator, during the Concurso Proceeding, in the understanding that if a non-Participating Creditor contests in any manner whatsoever the validity and/or actions of the Restructuring Trust, the Participating Creditors will, together with the Debtors and its advisors, carry out all required and reasonable actions, at the cost and expense of the Debtors, to carry on the sale of non-essential assets, pursuant to the proceeding set forth in the fourth paragraph of Article 75 of the Mexican *Concurso* Law. The use of such proceeds shall be authorized and supervised by the CRA and the Conciliator, with the participation of an authorized representative of the Debtors and the financial advisor for the Participating Creditors in accordance with the rules provided for in the *Ley de Concurso Mercantiles*.

Section 4. Representations and Warranties.

- (a) Grupo Alpha, on the one hand, and each Creditor, on the other hand, severally and not jointly represents and warrants to the other that the following statements are true and correct as of the date hereof:
  - (i) Corporate Power and Authority. It has all requisite corporate, partnership or limited liability company power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.
  - (ii) Authorization. The execution and delivery of this Agreement and the performance of its respective obligations hereunder have been duly and validly approved by it (and its board of directors and stockholders, as applicable).

- (iii) Binding Obligation. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, *concurso*, *quiebra*, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.
- (iv) No Conflicts. The execution and delivery of this Agreement by it does not, and the performance by it of its obligations hereunder and the consummation of the transactions contemplated hereby will not, conflict with, result in a violation or breach of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any person any right of payment or reimbursement, termination, cancellation, modification, or acceleration of, or result in the creation or imposition of any lien or other encumbrance upon any of its assets or properties under, any of the terms, conditions or provisions of (A) its bylaws (or other comparable charter documents), (B) the applicable laws of any jurisdiction in which it has offices or does business on a regular basis, or (C) any contracts to which it is a party or by which it or any of its assets or properties is bound, excluding those which would not adversely affect its ability to perform any of the obligations or consummate any of the transactions contemplated by this Agreement.

(b) Grupo Alpha represents and warrants that:

- (i) Execution, delivery, and performance of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with, or by, any federal, state, or other governmental authority or regulatory body, except (i) any of the foregoing as may be necessary and/or required in connection with the *Concurso Mercantil* Proceedings or any other Reorganization Proceedings, including approval of the *Concurso Mercantil* Plan and the *Convenio Concursal*, (ii) filings of amended certificates of incorporation or articles of formation or other organizational documents with applicable state authorities, and other registrations, filings, consents, approvals, notices, or other actions that are necessary to maintain permits, licenses, qualifications, and governmental approvals to carry on the business of Grupo Alpha, and (iii) any other registrations, filings, consents, approvals, notices, or other actions, the failure of which to make, obtain or take, as applicable, would not be likely, individually or in the aggregate, to materially delay or materially impair the ability of any party hereto to consummate the transactions contemplated hereby.
- (ii) It has carried out all necessary external and independent analyses to assess the viability of its business and of the *Concurso Mercantil* Plan and has come to the conclusion that the *Concurso Mercantil*

Plan is the only viable alternative to preserve its business as an ongoing concern.

(iii) It has all requisite corporate power and authority to execute and deliver the *Concurso Mercantil* Plan and to carry out the transactions contemplated in, and perform its obligations under, the *Concurso Mercantil* Plan, including the necessary authorizations from its shareholders and/or Board of Directors, as applicable.

(c) Each Creditor severally and not jointly represents and warrants that:

(i) It does not control, and is not controlled by or under common control with, Grupo Alpha or any of its direct or indirect subsidiaries.

(ii) It has the power to vote and dispose of the Relevant Debt in accordance with this Agreement on behalf of itself or the beneficial owners of the Relevant Debt; and,

(iii) It has not undertaken any remedies in respect of any Eligible Debt held by it, except for such remedies that have been unconditionally revoked, withdrawn or ceased (as applicable) on or prior to the date of this Agreement.

Section 5. Acquisition of Additional Eligible Debt.

(a) This Agreement shall in no way be construed to preclude any Creditor from acquiring additional Eligible Debt either directly or indirectly; provided that, except as provided in Section 5(b), any additional Eligible Debt so acquired shall automatically be deemed to be Relevant Debt and to be subject to the terms of this Agreement, and that such Creditor shall notify Grupo Alpha in writing of the amount thereof and any other relevant details regarding such additional Eligible Debt on the first and 15<sup>th</sup> day of each calendar month (or if such day is not a Business Day, the next Business Day) or, with respect to any acquisition of additional Eligible Debt over US\$1.0 million, within five (5) Business Days after the acquisition thereof.

(b) Notwithstanding Section 5(a) or Section 6 hereof, if a Qualified Marketmaker acquires any Eligible Debt with the purpose and intent of acting as a Qualified Marketmaker for such Eligible Debt, such Eligible Debt shall not be deemed to be Relevant Debt, and the Qualified Marketmaker shall not be required to comply with the provisions of Section 5(a) or 6 hereof in respect thereof, if (i) such Qualified Marketmaker subsequently transfers such Eligible Debt (by purchase, sale assignment, participation, or otherwise) within ten (10) business days of its acquisition to a transferee that is an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor. For the avoidance of doubt, to the extent Sections 5(a) and/or 6 are applicable to such transfer, the transferor and the ultimate transferee must comply with Section 5(a) and/or Section 6, as applicable. To the extent that a

Creditor is acting in its capacity as a Qualified Marketmaker, it may transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Eligible Debt that the Qualified Marketmaker acquires from a holder of Eligible Debt who is not a Creditor without complying with the first sentence of this Section 5(b). The term “Qualified Marketmaker” means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from and sell to customers Company Claims (or enter with customers into long and short positions in Company Claims), in its capacity as a dealer or market maker in Company Claims and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

Section 6. Restrictions on Transfer.

Unless and until this Agreement is terminated in accordance with Section 8 hereof, each Creditor hereby agrees that it shall not directly or indirectly sell, transfer, assign or dispose of any of the Relevant Debt or any interest (voting or otherwise) therein, and that any such purported sale, transfer, assignment or disposition will be void and of no effect, unless (i) such transfer is made in accordance with the terms of the Relevant Debt, (ii) the transferring Creditor is not in breach of this Agreement, (iii) the transferee would not be in breach of this Agreement (including with respect to any representations and warranties contained herein) if it were a party thereto immediately prior to the consummation of such transfer, and (iv) the transferee agrees in writing to be bound by all of the terms of this Agreement (including with respect to any Eligible Debt, other than as set forth in Section 5(b) hereof, held by the transferee prior to such transfer, which shall become Relevant Debt under this Agreement) and to be a “Creditor” for all purposes hereunder by executing a counterpart signature page of this Agreement and delivering such an executed counterpart to Grupo Alpha within five (5) Business Days of such transfer. Upon such transfer and delivery of the executed counterpart, (A) the transferee shall be deemed a “Creditor” for all purposes hereunder. Nothing in this Section 6 shall impose any obligation on Grupo Alpha to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Creditor to transfer any of the Relevant Debt.

Notwithstanding anything to the contrary in this Section 6 but subject to Section 1, the restrictions on sale, transfer, assignment, and disposition set forth in this Section 6 shall not apply (i) to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the sale, transfer, assignment, and disposition of such claims and interests or (ii) with respect to any Creditor that is a private equity fund, hedge fund or similar vehicle (including any investment fund or managed account), to any sale, transfer, assignment, and disposition of general or limited partnership or other similar interest in such entity, or the change of or change in control of any general partner, manager or similar person of such entity; *provided that* any such transfer shall not relieve the relevant Creditor of its obligations under this Agreement.

Section 7. Announcements.

- (a) Except as otherwise required by applicable law and/or unless a confidentiality agreement has been executed or is in force with the potential recipients under this clause, unless and until (i) this Agreement is terminated in accordance with Section 8 hereof, or (ii) 30 (thirty) days after the execution of this Agreement, whatever happens first (provided that consent from the Majority Participating Creditors is obtained in advance) neither Grupo Alpha (directly or indirectly through any of its subsidiaries, affiliates or controlled entities) nor any Creditor will issue or make any reports, statements or releases to the public or generally to the employees, customers, suppliers or other persons with whom such party has significant business relationships with respect to this Agreement or the transactions contemplated hereby without the consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed).
- (b) Grupo Alpha shall not disclose any Creditor's individual holdings of Relevant Debt (the "Holding Information") without the prior written consent of such Creditor, except: (i) in the course of bringing an action and/or asserting a defense in connection with the enforcement of this Agreement, provided that Grupo Alpha shall use its reasonable best efforts to maintain the confidentiality of the Holding Information in the context of any such proceeding; (ii) to the extent required by applicable law or regulation and in connection with the *Concurso Mercantil* Proceeding; and (iii) in response to a subpoena, discovery request, or a request from a government agency for information regarding Holding Information; provided that in the case of clauses (ii) and (iii) above, the disclosing party shall provide written notice to such Creditor as promptly as practicable upon receipt of the subpoena or request or acquiring knowledge of becoming required by applicable law to disclose such information and shall afford such Creditor a reasonable opportunity to review and comment upon any such announcement or disclosure prior to Grupo Alpha's disclosure, unless such notice would be prohibited by applicable law. Holding Information shall not include information that is or becomes publicly available other than as a result of a disclosure by Grupo Alpha in violation of the terms hereof. Notwithstanding anything to the contrary in this Section 7(b), Grupo Alpha may: (i) disclose Holding Information to its professional advisors on a need-to-know basis so long as such advisors (other than legal advisors) have executed or are otherwise bound by confidentiality obligations substantially similar to those set forth herein; and (ii) disclose the aggregate claims or interests of all Participating Creditors as a group. If Grupo Alpha determines that it is required to attach a copy of this Agreement to any document in connection with the Restructuring, it will redact any reference to any specific Participating Creditor or their respective Eligible Debt.

Section 8. Termination.

- (a) The Majority Participating Creditors may, upon delivery of written notice to the Company, terminate the Lock-Up Agreements (including this Agreement) if:
  - (i) Grupo Alpha shall have failed to file the Concurso Mercantil Plan as soon as practicable and in any event within ten (10) business days of executing this Lock-Up Agreement; provided, that such termination may be extended for up to fifteen (15) business days by the mutual written agreement of the Majority Participating Creditors and Grupo Alpha and thereafter by the mutual written agreement of the Qualified Majority of Participating Creditors of Grupo Alpha;
  - (ii) Grupo Alpha shall be declared the subject of any involuntary insolvency proceeding under the *Ley de Concursos Mercantiles* or other similar proceeding under the laws of Mexico or the United States, or any equivalent laws in any other jurisdiction, that prevents the implementation of the Restructuring or is otherwise prejudicial to the Participating Creditors (other than a proceeding initiated or facilitated in any manner (by providing advice, opinions, testimony, evidence or financial assistance, except as required by applicable law or governmental entity or in response to any judicial or administrative proceeding) by any Participating Creditor in violation of this Agreement), and such proceeding (a) is not withdrawn, dismissed, terminated or suspended within forty-five (45) days after written notice of the existence of such proceeding is given by any Participating Creditor to Grupo Alpha or (b) is not converted into a prepack proceeding under the *Concurso Mercantil* Proceeding;
  - (iii) If the Original Concurso is admitted, Grupo Alpha fails to request the accumulation or joinder of the Concurso Mercantil Proceeding to the Original Proceeding or fails to directly request the joinder of the Filing Subsidiaries into the Original Concurso without filing the new Concurso Mercantil Proceeding (in which case all references to the Concurso Mercantil Proceeding in this Agreement will be deemed applicable to the Original Concurso);
  - (iv) Grupo Alpha shall breach any of its obligations herein or take any action that is in violation of the *Ley de Concursos Mercantiles* and such breach or violation shall continue unremedied for a period of fifteen (15) Business Days after written notice of such failure is given by a majority of Participating Creditor to Grupo Alpha;

- (v) any representation or warranty of Grupo Alpha (or certifications delivered hereunder) shall prove to be inaccurate or incorrect in any material respect and shall, if capable of being cured, not have been cured within fifteen (15) Business Days after written notice thereof is given by a majority of Participating Creditor to Grupo Alpha;
- (vi) Grupo Alpha shall, or shall expressly announce its intention to agree to the restructuring of any of its Eligible Debt (whether pursuant to voluntary out-of-court exchange offer or settlement, a voluntary or involuntary proceeding, an amendment or modification to the *Concurso Mercantil* Plan, or otherwise) in which the rights of Creditors are treated materially worse than under the *Concurso Mercantil* Plan, unless otherwise agreed by the Majority Participating Creditors;
- (vii) Grupo Alpha shall amend or modify any of the terms and conditions of the Restructuring described in the *Concurso Mercantil* Plan or any Restructuring Documents, other than such amendments and modifications as to form and that do not modify in any material respect the rights of any Creditor such that the rights of Creditors are treated materially worse thereunder, unless agreed by the Majority Participating Creditors, and such amendment or modification is not corrected within a period of fifteen (15) Business Days after written notice of such amendment or modification is given by any Participating Creditor to Grupo Alpha (which period shall be extended an additional fifteen (15) Business Days if such amendment or modification is not corrected after the end of such 5-Business Day period and Grupo Alpha is diligently pursuing a remedy of the correction thereof);
- (viii) the judge overseeing the *Concurso Mercantil* Proceeding shall grant relief that the rights of Creditors are treated materially worse thereunder, unless agreed by the Majority Participating Creditors;
- (ix) the aggregate amount of the Eligible Debt held by holders or other parties in interest bound by Lock-Up Agreements with Grupo Alpha shall decrease below the amount necessary to approve the *Concurso Mercantil* Plan and such situation is not cured within the following 30 (thirty) calendar days as from the effectiveness of the decrease and represented in writing by the Majority Participating Creditors;
- (x) any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise preventing or prohibiting in any material respect the consummation of the transactions contemplated by this Agreement,



the *Concurso Mercantil* Plan, or any of the Restructuring Documents in a way that cannot be remedied by Grupo Alpha subject to the reasonable satisfaction of the Majority Participating Creditors;

- (xi) on or after the Effective Date of this Agreement and prior to the effective date of the *Concurso Mercantil* Plan, Grupo Alpha engages in any material merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside the ordinary course of business, other than the commencement of the *Concurso Mercantil* Proceeding or other Reorganization Proceeding, or as permitted by the Restructuring, unless otherwise agreed by the Majority Participating Creditors; or
  - (xii) the consummation of the *Convenio Concursal* in the *Concurso Mercantil* Proceeding shall have not been completed by the date which is three hundred sixty-five (365) days after Grupo Alpha obtains the declaration of the *Concurso Mercantil* by the Mexican federal judge presiding over the *Concurso Mercantil* Proceeding, or such later date to which the Majority Participating Creditors agree in writing.
- (b) Each Creditor may, upon delivery of written notice to the Company, terminate this Agreement at any time upon the occurrence of any one or more of the following events (regardless of whether the Majority Participating Creditors have elected to terminate under clause 8(a)):
- (i) upon Grupo Alpha's (A) written repudiation or rejection, in whole or in part, or challenge to the validity of, the *Concurso Mercantil* Plan, the terms of any Reorganization Proceeding, the Relevant Debt or this Agreement, or (B) express public announcement of its intention to do any of the foregoing;
  - (ii) the *Concurso Mercantil* Proceeding shall be dismissed with prejudice, or the Company shall request that it be put in liquidation, the Conciliator shall determine that approval of a consensual plan is impossible in the *Concurso Mercantil* Proceeding, or the judge presiding over the *Concurso Mercantil* Proceeding shall enter an order for liquidation or other order having similar effect;
  - (iii) (a) Grupo Alpha shall file any motion, application, adversary proceeding or cause of action challenging the validity, enforceability, perfection or priority of, or seeking avoidance or subordination of the claims of a Participating Creditor the documents related thereto, or (b) Grupo Alpha shall support any

such motion, application, adversary proceeding or cause of action commenced by any third party or consent to the standing of any such third party to bring such motion, application, adversary proceeding or cause of action against a Participating Creditor;

- (iv) Grupo Alpha shall file any motion or pleading in the *Concurso Mercantil* Proceeding or any other Reorganization Proceeding that is not consistent in all material respects with this Agreement and the *Concurso Mercantil* Plan, and such motion or pleading is not withdrawn within fifteen (15) Business Days' notice thereof by such Participating Creditor to the Company (or in the case of a motion that has already been approved by an order of the court at the time Grupo Alpha is provided with such notice such order is not stayed, reversed or vacated within fifteen (15) business days of such notice); provided, however, that if a stay upon such judgment or order becomes unstayed, a termination event under Section 8(b) hereof shall be deemed to have occurred upon notice thereof to the Company by such Participating Creditor;
  - (v) the order approving the *Convenio Concursal* shall be amended or modified in a way that adversely affects the rights of such Participating Creditor in any material respect, without the consent of such Participating Creditor; or
  - (vi) the judgment of recognition and ranking of claims reflects a material deviation from the total amount of claims (whether recognized or contingent claims) that are disclosed in Schedule 3 hereto that (i) would have the effect of reducing the percentage of claims held by the Participating Creditors to less than the majority of verified claims required to accept the *Concurso Mercantil* Plan pursuant to the *Ley de Concursos Mercantiles*; or (ii) would otherwise impair the rights of such Participating Creditor under the *Concurso Mercantil* Plan.
- (c) Grupo Alpha may, upon delivery of written notice to the Creditors, terminate this Agreement at any time upon the occurrence of any one or more of the following events:
- (i) any Participating Creditor shall materially breach any of its obligations herein and such breach shall continue unremedied for a period of fifteen (15) Business Days after written notice of such failure is given to such Creditor;
  - (ii) any representation or warranty of any Participating Creditor (or certifications delivered hereunder) shall prove to be inaccurate or incorrect in any material respect and, if capable of being cured, is

not cured within fifteen (15) Business Days of such Creditor receiving written notice of such breach from Grupo Alpha;

- (iii) the aggregate amount of the Eligible Debt held by holders or other parties in interest bound by Lock-Up Agreements with Grupo Alpha shall decrease below the amount necessary to approve the *Concurso Mercantil* Plan and such situation is not cured within the following 30 (thirty) calendar days as from the effectiveness of the decrease and represented in writing by the Majority Participating Creditors; or
  - (iv) the *Concurso Mercantil* Proceeding shall be dismissed with prejudice, or the Conciliator shall determine that approval of a consensual plan is impossible in the *Concurso Mercantil* Proceeding, or the judge presiding over the *Concurso Mercantil* Proceeding shall enter an order for liquidation or other order having similar effect
- (d) Grupo Alpha and the Majority Participating Creditors may each terminate this Agreement if the Mexican federal judge presiding over the *Concurso Mercantil* Proceeding rejects the *Concurso Mercantil* Plan or reverses, permanently stays, dismisses or vacates the order approving the *Convenio Concursal*, unless the court enters a new order as applicable; provided that in such event, Grupo Alpha and each Participating Creditor shall, for a period of sixty (60) calendar days after such action by the judge (which may be extended by mutual agreement of the parties), not terminate this Agreement and use commercially reasonable efforts to obtain a reversal of such action by the judge and/or submit a modified *Concurso Mercantil* plan on terms acceptable to Grupo Alpha and the Majority Participating Creditors.
- (e) This Agreement shall terminate automatically, without any further required action or notice by any party hereto, immediately following the effectiveness of the *Concurso Mercantil* Plan on the date that the *Concurso Mercantil* Plan becomes effective.
- (f) Upon termination of this Agreement pursuant to clauses (a) through (e) above, this Agreement shall be of no further force and effect and each party shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring, its Relevant Debt or otherwise, that it would have been entitled to take had it not entered into this Agreement. Termination of this Agreement shall have no effect, legal or otherwise, on the validity and enforceability of all Relevant Debt in accordance with the terms and conditions of their respective governing documents and/or applicable law.

Section 9. Miscellaneous.

- (a) Effectiveness. This Agreement shall become effective and binding upon the parties hereto upon the date of execution of this Agreement by Grupo Alpha and each Creditor (the “Effective Date”):
  - (b) Amendments and Waivers. This Agreement may not be modified, amended, waived or supplemented except in writing signed by Grupo Alpha and each Creditor.
  - (c) Governing Law; Jurisdiction; Forum.
- (i) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto consents to the non-exclusive jurisdiction of the state courts located in the State of New York in the County of New York and the United States District Court for the Southern District of New York in connection with any suit, action, or proceedings with respect to this Agreement, and solely in connection with claims arising under this Agreement (i) waives any objection to laying venue in any such action or proceeding in the state courts located in the State of New York in the County of New York and the United States District Court for the Southern District of New York and (ii) waives any objection that any of the state courts located in the State of New York in the County of New York and the United States District Court for the Southern District of New York is an inconvenient forum or does not have jurisdiction over any Party; *provided that* each of the Parties hereby agrees that courts located in Mexico that admits the *Concurso Mercantil* Proceeding shall have exclusive jurisdiction of all matters under the *Ley de Concursos Mercantiles* of Mexico and the *Concurso Mercantil* Plan; *provided further* that nothing contained herein shall preclude the state courts located in the State of New York, the United States District Court for the Southern District of New York, or the U.S. Bankruptcy Court from exercising jurisdiction over disputes arising under or enforcement of this Agreement.
- (ii) Grupo Alpha appoints White & Case LLP (the “New York Process Agent”), with an office on the date hereof at 1221 Avenue of the Americas, New York, New York 10020-1095 USA, as its agent to receive on behalf of itself and its property, service of copies of all writs, claims, process, complaint, summonses and any other process that may be served in any legal or other proceeding with respect to matters arising from, or relating to, this Agreement or the transactions contemplated hereby and, upon termination of the initial New York Process Agent, agrees to promptly appoint a successor New York Process Agent in the City of New York (which appointment the successor New York Process Agent shall accept in writing prior to the termination for any reason of the appointment of the initial New York Process Agent). In any such legal or other proceeding, such service may be made on Grupo Alpha by delivering a copy of such process to it in care of the appropriate New York Process Agent at such New York Process Agent’s address. Grupo Alpha hereby irrevocably and unconditionally authorizes and directs its New York Process Agent to accept such service on its behalf as evidenced by the irrevocable special power of attorney

for lawsuits and collections (*poder especial irrevocable para pleitos y cobranzas*) granted before a Mexican notary public in accordance with Mexican law, in the form attached hereto as Annex B. Nothing in this Agreement shall in any way be deemed to limit the ability to serve any such writs, process or summonses in any other manner permitted by applicable law.

- (d) Survival. Notwithstanding anything to the contrary herein, in the event of any termination of this Agreement, then each of the parties hereto shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to any of the parties hereto; provided, however, that (i) the obligations of the parties set forth in Section 7 and Section 9 shall survive any termination of this Agreement, and (ii) no such termination shall relieve any party from any liability for fraud or any breach of any provision of this Agreement prior to such termination, and any party may seek such remedies, including damages and fees of attorneys, against the other with respect to any such fraud or breach as are provided in this Agreement or as are otherwise available at law or in equity.
- (e) Entire Agreement. This Agreement, including exhibits and annexes hereto, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all other prior negotiations, agreements, and understandings, whether written or oral, among the parties with respect to the subject matter of this Agreement.
- (f) Reservation of Rights. Except as expressly provided in this Agreement or in any applicable confidentiality agreement, nothing herein is intended to, does or shall be deemed in any manner to limit (i) the ability of a Participating Creditor to consult with other Participating Creditors, (ii) the rights of a Participating Creditor to be heard as a party in interest in the *Concurso Mercantil* Proceeding or any other Reorganization Proceedings, or (iii) the rights of a Participating Creditor to defend against any objection to, or estimation of, any of its holdings of Eligible Debt, in each case so long as such consultation, appearance or defense is consistent with the Participating Creditor's obligations under this Agreement.
- (g) Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.
- (h) Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives.
- (i) Prior Negotiations. This Agreement supersedes all prior oral or written agreements or understandings that may exist between any of the parties hereto in respect of the subject matter hereof.

- (j) Interpretation. This Agreement is the product of negotiations by the Creditors and Grupo Alpha, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any party hereto by reason of that party having drafted or caused to be drafted this Agreement or any portion hereof, shall not be effective in regard to the interpretation hereof.
- (k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. A facsimile or other electronic transmission of an executed copy of this Agreement shall have the same effect as the original executed counterpart.
- (l) No Third-Party Beneficiaries. Subject to the provisions of Section 6 hereof and/or unless expressly stated herein, this Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.
- (m) No Consideration for Participation. It is hereby acknowledged by the parties hereto that (i) no provision hereof shall be enforced or construed so as to violate any applicable law and (ii) except as provided herein, no consideration shall be due or paid to any Creditor for its agreement to tender and vote the Relevant Debt in the Restructuring in accordance with the terms and conditions of this Agreement, other than the consideration to be provided in the Restructuring as set forth in the *Concurso Mercantil* Plan.
- (n) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law.
- (o) Applicability. The obligations of each Creditor under this Agreement apply only in respect of its capacity as beneficial owner, and/or the investment advisor, sub-advisor, or manager for the beneficial owner, of the Relevant Debt.
- (p) Acknowledgment of Counsel. Each of the parties acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. This Agreement is the product of negotiations conducted at arms' length and in good faith by the parties, and its provisions shall be interpreted in a neutral manner and one intended to effect the intent of the parties. No

party shall have any term or provision construed against such party solely by reason of such party having drafted the same.

- (q) Legal Fees and Expenses. The Company agrees to pay all reasonable fees and expenses (including reasonable and documented out-of-pocket expenses) of legal counsel and financial advisors for the Participating Creditors, as a group, in connection with the preparation, execution and delivery of, performance of its obligations under, and enforcement of its rights in respect of this Agreement.
- (r) Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) when personally delivered; (ii) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first business day thereafter, if transmitted by facsimile or telecopier with confirmation of receipt; or (iii) when sent by overnight courier; in each case, to the following addresses, or to such other addresses as a party hereto may from time to time specify by notice to the other party hereto given pursuant hereto:

If to any Creditor at the address first noted below the undersigned's signature, with a copy to:

BROWN RUDNICK LLP  
Times Square Tower, # 47 7, 6536,  
New York, NY 10036, United States  
Attn: Jeffrey Jonas  
Telephone: +1 (617) 856-8577  
E-mail: [jjonas@brownrudnick.com](mailto:jjonas@brownrudnick.com)

and

SAINZ ABOGADOS, S.C.  
Blvd Manuel Avila Camacho 24-21 floor  
Miguel Hidalgo, Lomas de Chapultepec  
11000, Mexico City, Mexico  
Attn: Alejandro Sainz Orantes and/or Santiago Alessio Robles  
Telephone: +52 (55) 9178 5052  
E-mail: [asainz@sainzmx.com](mailto:asainz@sainzmx.com) / [sallessiorobles@sainzmx.com](mailto:sallessiorobles@sainzmx.com)

If to Grupo Alpha to:

ALPHA HOLDING , S.A. DE C.V.  
ALPHACREDIT CAPITAL, S.A. DE C.V., SOFOM E.N.R.,  
AND ITS SUBSIDIARIES  
Calle Antonio Dovali Jaime 70

Tower C, 7th Floor  
Mexico City, Mexico 01210

With a copy to:

WHITE & CASE LLP  
1221 Avenue of the Americas  
New York, New York 10020-1095  
United States  
Attention: Brett Bakemeyer  
Email: [brett.bakemeyer@whitecase.com](mailto:brett.bakemeyer@whitecase.com)

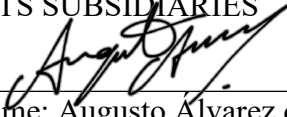
DEL CASTILLO Y CASTRO ABOGADOS  
Avenida Santa Fe 428, Tower III, 16th Floor  
Desarrollo Santa Fe 05348  
Mexico City, Mexico  
Attention: Alfonso Castro  
Email: [acastro@dc-ca.mx](mailto:acastro@dc-ca.mx)

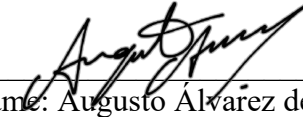
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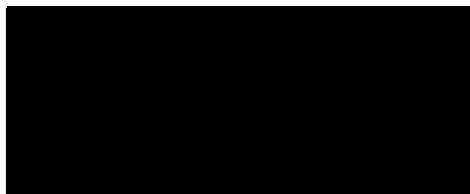
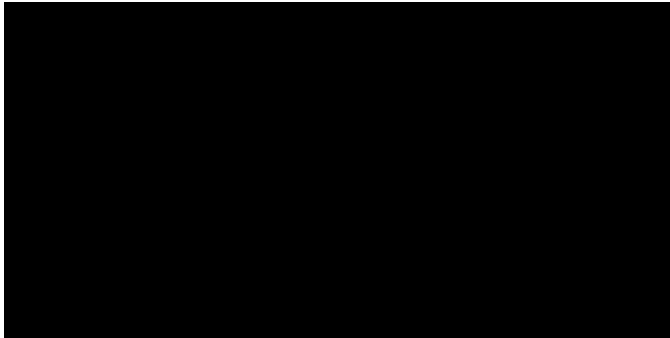


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

ALPHA HOLDING , S.A. DE C.V.  
ALPHACREDIT CAPITAL, S.A. DE C.V.,  
SOFOM E.N.R.,  
AND ITS SUBSIDIARIES

By:   
Name: Augusto Alvarez de Iturbe  
Title: President

By:   
Name: Augusto Alvarez de Iturbe  
Title: President



By: \_\_\_\_\_

Name: [Redacted]

Title: [Redacted]

Address: [Redacted]

**Total Amount (excluding interest or fees) of Relevant Debt:**

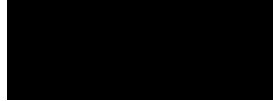
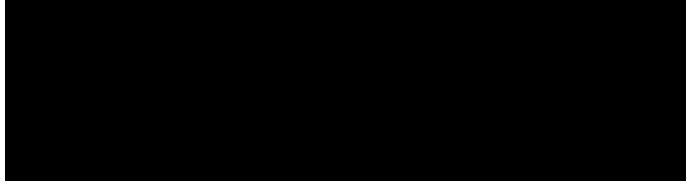


**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>**



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<sup>1</sup> Interest amounts calculated as of September 30, 2021.



By: \_\_\_\_\_

Name: [Redacted]

Title: [Redacted]

Address: [Redacted]



**Total Amount (excluding interest or fees) of Relevant Debt:**



**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>**



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<sup>1</sup> Interest amounts calculated as of September 30, 2021.

[Redacted]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

[Redacted]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

[Redacted]

**Total Amount (excluding interest or fees) of Relevant Debt:**

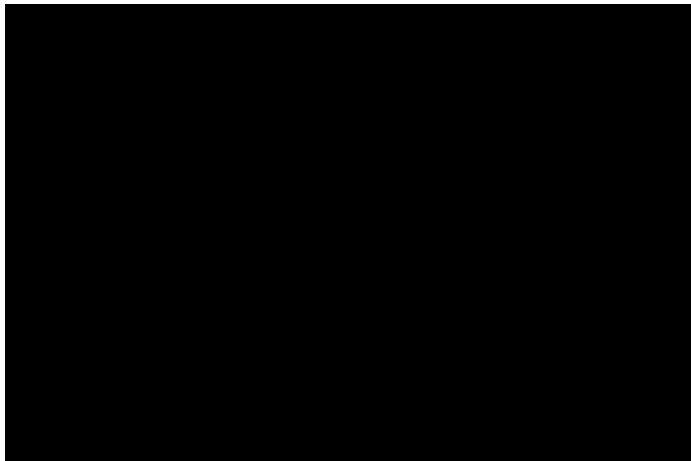
[Redacted]

**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>**

[Redacted]

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<sup>1</sup> Interest amounts calculated as of September 30, 2021



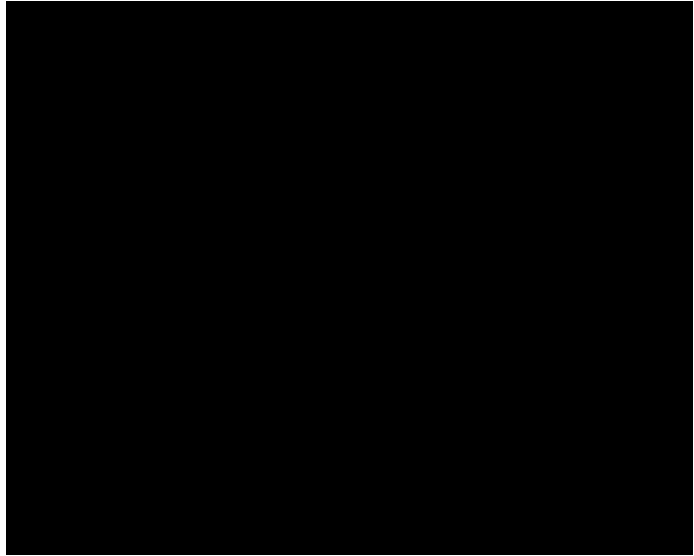
By: [Redacted]  
N [Redacted]  
Title: [Redacted]  
Address: [Redacted]  
[Redacted]

**Total Amount (excluding interest or fees) of Relevant Debt:** [Redacted]

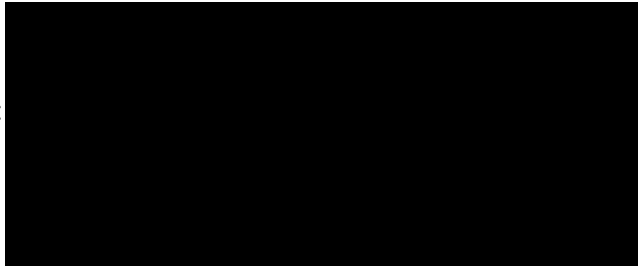
**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>** [Redacted]

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<sup>1</sup> Interest amounts calculated as of September 30, 2021



By:



**Total Amount (excluding interest or fees) of Relevant Debt:**



**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>**



---

<sup>1</sup> Interest amounts calculated as of September 30, 2021

[Redacted]

By: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Address: [Redacted]  
[Redacted]

**Total Amount (excluding interest or fees) of Relevant Debt:** [Redacted]

**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>** [Redacted]

---

<sup>1</sup> Interest amounts calculated as of September 30, 2021

[Redacted]

By: [Redacted]

Name: [Redacted]

Title: [Redacted]

Address: [Redacted]

**Total Amount (excluding interest or fees) of Relevant Debt:**

[Redacted]

**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>**

[Redacted]

---

<sup>1</sup> Interest amounts calculated as of September 30, 2021



[Redacted]

By:

[Redacted]

Address:

[Redacted]

**Total Amount (excluding interest or fees) of Relevant Debt:**

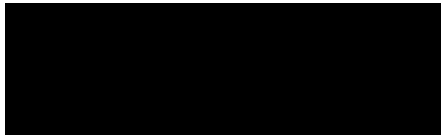
[Redacted]

**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>**

[Redacted]

---

<sup>1</sup> Interest amounts calculated as of September 30, 2021



By: —

Name:

Title:

Address:



**Total Amount (excluding interest or fees) of Relevant Debt:**



**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>**



---

<sup>1</sup> Interest amounts calculated as of September 30, 2021

[Redacted]

By: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Address: [Redacted]

**Total Amount (excluding interest or fees) of Relevant Debt:** [Redacted]

**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>** [Redacted]

---

<sup>1</sup> Interest amounts calculated as of September 30, 2021

[Redacted]

[Redacted]

By: \_\_\_\_\_

Name:

Title:

Address:

[Redacted]

**Total Amount (excluding interest or fees) of Relevant Debt:**

[Redacted]

**Total Amount (including interest or fees) of Relevant Debt:<sup>1</sup>**

[Redacted]

---

<sup>1</sup> Interest amounts calculated as of September 30, 2021

**Annex B**  
**Term Sheet**

**ALPHA HOLDING, S.A. DE C.V.**  
**ALPHACREDIT CAPITAL, S.A. DE C.V., SOFOM E.N.R.**

**SUMMARY OF INDICATIVE TERMS OF RESTRUCTURING**  
**DATED AS OF DECEMBER 22, 2021**

*This summary of indicative terms is non-binding and is not intended to describe or include all of the terms and conditions of the transactions summarized herein or to set forth the definitive contractual language of any provisions summarized below. This Term Sheet is intended for discussion purposes only. Nothing in this Term Sheet shall obligate any party to restructure any of the debt of Alpha Holding, S.A. de C.V., AlphaCredit Capital, S.A. de C.V., SOFOM E.N.R., or its subsidiaries, or constitute an admission or representation of any fact or circumstance or an admission of any liability or waiver of any right or claim, and nothing contained herein may be used or offered into evidence in any legal, administrative or other proceeding. This term sheet is not an offer with respect to any securities or a solicitation of consent with respect to any concurso plan.*

*This term sheet (and communications concerning it) is being provided in furtherance of settlement discussions entered into by Alpha Holding, S.A. de C.V., AlphaCredit Capital, S.A. de C.V., SOFOM E.N.R., and certain of its creditors, and it is entitled to the protections from use or disclosure afforded by C.P.L.R. Section 4547, Fed. R. Evid. 408 and any similar U.S. or Mexican State, Federal or other applicable rule that restricts or prohibits disclosure or use. All statements made in this term sheet or in communications concerning it are in the nature of settlement discussions and compromise, are not intended to be and do not constitute representations of any fact or admissions of any liability, are to be used only for the purpose of attempting to reach a consensual compromise and settlement, and are not admissible in any court.*

**I. GENERAL TERMS**

|                            |   |
|----------------------------|---|
| <b>Holding Company</b>     | Alpha Holding, S.A. de C.V. (“ <b>Alpha Holding</b> ”).   |
| <b>Filing Subsidiaries</b> | AlphaCredit Capital, S.A. de C.V., SOFOM E.N.R. (“ <b>AlphaCredit</b> ”), and any other Mexican subsidiary acting as joint obligor of Alpha Holding or Alpha Credit of any of their Claims, as the case may be, other than those that are subject to Chapter 11 proceedings in the United States (collectively, the “ <b>Filing Subsidiaries</b> ”, and jointly with Alpha Holding, the “ <b>Debtors</b> ”).  |
| <b>Mexican Proceedings</b> | If by the time Debtors and Participating Creditors (as defined below) reach an agreement on documentation mentioned herein, Alpha Holding and AlphaCredit’s voluntary <i>concurso</i> petition initially filed on August 10 <sup>th</sup> , 2021 has not been formally accepted, then the Debtors shall jointly file before the competent Mexican Federal District Court, together with the Filing Subsidiaries, a pre-packed <i>concurso mercantil</i> proceeding under the Mexican <i>Concurso</i> s Law (the “ <b>Agreed Pre-Packed Plan</b> ”), which will be carried out through a joint proceeding (but without |

|  |  |
|--|--|
|  | <p>consolidation of the estate of the Filing Subsidiaries) (<i>concurso mercantil con plan de reestructura previo</i>) (the “<b><u>Concurso Proceeding</u></b>”).</p> <p>If the initial voluntary <i>concurso</i> petition filed on August 10<sup>th</sup>, 2021 (“<b><u>Original Concurso</u></b>”), is formally admitted by the presiding Court before the filing or admission of the Concurso Proceeding, then the Agreed Pre-Packed Plan should exclude Alpha Holding and Alpha Credit and, once the Concurso Proceeding is admitted, the remaining Filing Subsidiaries and the Participating Creditors shall request the procedural accumulation (without consolidation of estates) of the Original Concurso and the Concurso Proceeding. As a procedural alternative, Mexican counsel for the Debtors and for the Participating Creditors might decide, in good faith, to directly request the joinder of the Filing Subsidiaries into the Original Concurso without filing the new Concurso Proceeding (in which case all references to the Concurso Proceeding in this document will be deemed applicable to the Original Concurso).</p>   |
| <p><b>Participating Creditors</b></p>    | <p>The creditors, members of certain Bondholders Ad Hoc Consortium, described in <b><u>Exhibit “1”</u></b> of this Term Sheet each of which will execute the Lock-Up Agreement (as defined herein) (the “<b><u>Participating Creditors</u></b>”), to provide certainty during the Concurso Proceeding and for the ultimate execution of the reorganization plan (<i>convenio concursal</i>) (to be based on the Agreed Pre-Packed Plan) that will be required to be formally submitted, during the last stage of the Concurso Proceeding, for final approval by the Concurso Court, for the Debtors to be able to successfully emerge from the Concurso Proceeding (“<b><u>Concurso Final Plan</u></b>”).</p> <p>Participating Creditors shall use commercially reasonable efforts to individualize their claims against the Debtors (by means of individualizing notes through beneficial ownership, custodian certificate, DTC -or similar) and granting a power of attorney in favor of members of Sainz Abogados, S.C., to represent the individualized Participating Creditors in the Concurso Proceeding and for purposes of signing the Agreed Pre-Packed Plan and, in due course, the Concurso Final Plan.</p> |
| <p><b>Other Supporting Creditors</b></p> | <p>Any creditor of the Debtors (other than the Participating Creditors) that executes a Lock-Up Agreement but that will not be part of the initial Participating Creditors.</p>  |
| <p><b>Lock-up Agreements</b></p>         | <p>The Debtors will execute with each of the Participating Creditors an agreement (a “<b><u>Lock-Up Agreement</u></b>”) obligating: (i) the Debtors, among other matters, to (a) file the Concurso Proceeding as soon as practicable and in any event within 10 (ten) business days after the date of the execution of the Lock-Up Agreement by those Participating Creditors holding at least a majority of the Eligible Debt, unless waived or extended</p>  |

|  |   |
|--|---|
|  | <p>in writing by those Participating Creditors holding at least a majority of the Eligible Debt and, if by the time of filing the Original Concurso has not been formally accepted (or if accepted, then the parties hereunder would proceed as described in the second paragraph of the “Mexican Proceeding” section above), (b) enter into and execute each of the joint petition and the Agreed Pre-Packed Plan in the initial filing of the Concurso Proceeding, and in due course the Concurso Final Plan, and (c) not to offer or agree with any of their other creditors terms and conditions for a <i>concurso</i> plan that are not the Agreed Pre-Packed Plan; and (ii) each Participating Creditor, among other matters, to (a) sign the <i>concurso mercantil</i> petition and the Agreed Pre-Packed Plan in the initial filing for the Concurso Proceeding, and in due course the Concurso Final Plan, if by the time of filing the Original Concurso has not been formally accepted (or if accepted, then the parties hereunder would proceed as described in the second paragraph of the “Mexican Proceeding” section above), (b) vote (sign) in favor of the Concurso Final Plan, and, (c) carry out all required actions and filings to effectuate and implement the Agreed Pre-Packed Plan, and in due course the Concurso Final Plan, as contemplated by the Lock-Up Agreement.</p> <p>The Debtors will negotiate with the Participating Creditors the definitive terms and conditions of the Lock-Up Agreement (including a provision that prohibits the transfer of claims by a Participating Creditor to any party that has not agreed to sign a joinder to the terms of the Lock-Up Agreement) and the Agreed Pre-Packed Plan, as well as in due course the Concurso Final Plan.</p> <p>Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Lock-Up Agreement.</p> |
| <p><b>Retention of Conciliator</b></p>                             | <p>The Debtors and the Participating Creditors agree to retain an individual satisfactory for the Participating Creditors to act as conciliator in the Concurso Proceeding (the “<b>Conciliator</b>”).</p>  |
| <p><b>Restructuring Transactions &amp; Restructuring Trust</b></p> | <p>The Debtors, shall retain a financial advisor, who jointly with the advisors for the Participating Creditors, shall identify and assess Mexico portfolio and <i>convenios</i> and design the Company’s plan to maximize value of said Mexican Portfolio (“<b>Debtors Assets</b>”), including by way of the sale of the Debtors Assets for the benefit of all of the Debtors’ creditors, as to be recognized in the Judgment of Recognition and Ranking of Claims (<i>Sentencia de Reconocimiento, Graduación y Prelación de Créditos</i>) to be issued by the Mexican Concurso Court as part of the Concurso Proceeding (“<b>Claims Judgment</b>”), which proceeds will be distributed, through the trust structure described below, to creditors in accordance with the Concurso Final Plan and Mexican law.</p>  |



(i) As part of the Agreed Pre-Packed Plan, or (ii) if the parties to the Concurso Final Plan, including the Debtors, agree so, as the case may be:

(A) The Debtors shall form an irrevocable trust (*Fideicomiso de administración y fuente de pago*), in form and substance satisfactory to the Participating Creditors, which shall include the key terms and conditions contained in the document enclosed as **Exhibit “2”**, as an SPV for the administration, sale and/or allocation of proceeds, as applicable, from the sale of the Debtors Assets (net of operating and post filing expenses, amounts that shall be subject to the budget (“**Budget**”) to be approved, reasonably and in good faith, between the Debtors and the Participating Creditors (through their corresponding financial & operational advisors) after consideration of the recommendation of the CRA, for the benefit of all creditors of the Debtors, as to be provided in the Agreed Pre-Packed Plan and, in due course, in the Concurso Final Plan (the “**Restructuring Trust**”); and

(B) The Debtors Assets will be transferred to the Restructuring Trust, either during the Concurso Proceeding or as means to conclude it, with the recommendation of Mr. Pablo Escalante (as Chief Restructuring Advisor of Alpha Holding (“**CRA**”)) (or his successor acting as a CRA provided that the CRA must be approved by the Participating Creditors), an authorized representative of the Debtors and the Conciliator. The Restructuring Trust will provide that (i) the Debtors Assets will be sold, for the ultimate benefit of all of the Debtors’ creditors (as to be recognized in the Claims Judgment) once the Concurso Final Plan becomes legally effective and (ii) the Debtors Assets that are transferred to the Restructuring Trust will continue to be serviced by the Debtors or a servicer selected by the majority of the Participating Creditors. The Trust will also provide a specific clause to be agreed among the Debtors and the Participating Creditors on the amount and administration of a wind-down budget.

The sale of non-essential assets will be implemented, with the prior approval of the Conciliator, during the Concurso Proceeding, in the understanding that if a non-Participating Creditor contests in any manner whatsoever the validity and/or actions of the Restructuring Trust, the Participating Creditors will, together with the Debtors and its advisors, carry out all required and reasonable actions, at the cost and expense of the Debtors, to carry on the sale of non-essential assets, pursuant to the proceeding set forth in the fourth paragraph of Article 75 of the Mexican *Concurisos* Law. The use of such proceeds shall be authorized and supervised by the CRA and the Conciliator, with the participation of an authorized representative of the Debtors and the financial advisor for the Participating Creditors. The Debtors agree to pay all reasonable fees and

|                                      |   |
|--------------------------------------|---|
|                                      | <p>expenses (including reasonable and documented out-of-pocket expenses) of the Participating Creditors’ financial advisor.</p> <p>Any estate of the Restructuring Trust cannot and shall not be disbursed to the Debtors’ creditors unless and until the Claims Judgment has been issued by the Mexican Concurso Court and the Final Concurso Plan becomes legally effective, to assure that no contingent debt, or other claims supported by a feasible proof of claim to be presented during the Concurso Proceeding, is pending to be recognized in the Claims Judgment.</p>  |
| <p><b>Preservation of Rights</b></p> | <p>Subject to the provisions of this Terms Sheet and the Lock-Up Agreements, the Participating Creditors will have at any time the unrestricted right to carry out in Mexico or abroad (i) the exercise (beginning or continuation) of the actions and measures that are necessary or convenient to preserve all the rights that by contract or law correspond with respect to their claims, as well as to prevent them from operating the estoppel, expiration or prescription of their substantive or procedural rights, and (ii) actions, complaints and / or complaints of a criminal nature.</p> <p>The execution and delivery of the Lock-Up Agreements shall not, nor shall they be deemed to, grant any form of release to Alpha Holding, S.A. de C.V., AlphaCredit Capital, S.A. de C.V. SOFOM E.N.R., or their subsidiaries, and the scope of any applicable releases and terms and conditions of the restructuring and/or payment of the Participating Creditors’ claims against the Debtors, as the case may be, will be subject to the Court’s approval and full effectiveness of the Concurso Final Plan.</p> |
| <p><b>Assignment of Rights</b></p>   | <p>Subject to the provisions to be contained in the agreed and executed Lock-Up Agreements, Participating Creditors retain the right to, at any moment, assign their credit rights against the Debtors.</p>   |
| <p><b>Chapter 15 Proceeding</b></p>  | <p>The U.S. advisors for the Debtors and the Participating Creditors shall jointly analyze the need, and the proper timing, to file a Chapter 15 petition, and in due course prepare, cost-efficiently, the corresponding documents for the admission and all required filings and motions during the Chapter 15 case, to get the recognition, by the U.S. Courts, of the Original Concurso and/or the Concurso Proceeding, in order to protect the assets and activities of the Debtors, obtain an automatic stay to protect the estates of the Debtors against any potential claim that might be filed before the U.S. courts and, particularly, to effectuate the terms and scope of the Agreed Pre-Packed Plan and, in due course, of the Concurso Final Plan (including but not limited to get the U.S. recognition of the final Concurso judgment approving the Concurso Final Plan), as the case may be.</p>   |

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## II. TREATMENT OF CLAIMS

|   |   |
|---|---|
| <b>Claims</b>                                       | The document attached hereto as <b>Exhibit “3”</b> , describes the pre-concurso claims, the expected <i>concurso</i> claims and the expected voting claims.   |
| <b>Treatment of Claims</b>                          | The Restructuring Trust, the Agreed Pre-Packed Plan and the Concurso Final Plan will expressly provide, that any payment derived from the sale of the Debtors’ estate or from any other distribution of proceeds to be allocated among recognized creditors (including Participating Creditors and Other Supporting Creditors) or reserved for a later application, will at all times have to comply with seniority ranking and treatment of claims rules contained in the applicable Mexican <i>concurso</i> law, including, without limitation, the payment in full in cash of the costs of the estates, including the fees and expenses of the Debtors’ professionals (subject to the Budget) and the Participating Creditors’ professionals, as well as any cost and expense incurred by Participating Creditors’ with any third party, including public notary’s and translator’s. |
| <b>Unsecured Debt and Unsecured Contingent Debt</b> | Unsecured Debt (including the Bonds due 2022 and 2025) and Unsecured Contingent Debt is also described in <b>Exhibit “3”</b> attached hereto. Creditors of Unsecured Debt and Unsecured Contingent Debt, including any potential claims due to appeals against the judgement of recognition of claims (“ <b>Reserves</b> ”) and contingencies (other potential claims or liabilities) to be considered in the Agreed Pre-Packed Plan, will receive on a <i>pro rata</i> basis payment derived from the sale of the Debtors’ estate (to be allocated through the Restructuring Trust, if the Restructuring Trust is implemented).  |
| <b>Unsecured Contingent Debt and Reserves</b>       | <p>A portion of the Debtors’ estate will be set aside for the benefit of holders of Unsecured Contingent Debt and the Reserves (“<b>Reserved Estate</b>”), which will be released to the applicable creditors once their claims are recognized by final and unappealable judgment, at which time such creditors will become entitled to receive their pro-rata portion of the Reserved Estate.</p> <p>For the avoidance of doubt, any Reserved Estate that is not released because the relevant Unsecured Contingent Debt or Reserves are not recognized, totally or partially, as a result of a final and unappealable judgment, shall be allocated between the Debtors’ creditors, per their own ranking, on a pro-rata basis.</p>  |
| <b>Unsecured Debt</b>                               | Each creditor holding Unsecured Debt of the same type and priority identified on Exhibit 2 hereto will receive their respective <i>pro rata</i> share of the estate either: (i) on any date as of the issuance of the Claims  |

|  |  |
|--|--|
|  | Judgment and until the date on which the Final Concurso Plan becomes effective through the issuance of the corresponding Judgment, or (ii) as set forth above under “Unsecured Contingent Debt and Reserves”.  |
| <b>Secured Debt (including the Intercompany Loan under Chapter 11)</b> | <p>Secured Debt will be only recognized and paid on the terms agreed with each of the secured creditors according to their existing contracts or secured creditors will be paid with the amount of the value of the corresponding collateral, and any deficiency shall not be treated as Unsecured Debt if, by law or the terms of the debt documents, there is no recourse against the Debtors.</p> <p>The Secured Intercompany Loan dated August 1, 2021 between Alpha Capital S.A.S. and AlphaDebit, S.A. de C.V., as lenders, and the Debtors, as borrowers, implemented within the chapter 11 proceeding under the United States Bankruptcy Code of affiliates of Alpha Holding and AlphaCredit, shall be repaid in full in cash by the Debtors.</p>  |
| <b>MFN Clause</b>  | Grupo Alpha shall not offer to, or agree with, any creditor holding unsecured debt or unsecured contingent debt, in each case as of the date of the filing of the Concurso Proceeding and that holds debt that is the same priority as the Participating Creditors, terms more favorable than those terms agreed upon with the Participating Creditors without the consent of the Qualified Majority of Participating Creditors, except in those cases in which a creditor holding unsecured debt or unsecured contingent debt is entitled to more favorable terms as provided by applicable law. The term “Qualified Majority” means Participating Creditors holding at least 75% of the Eligible Debt held by all Participating Creditors. For the avoidance of doubt, all Participating Creditors signing the Lock Up Agreement obtain identical terms, and therefore no Participating Creditor has obtained or achieved, pursuant to a side letter or any other document, contract or arrangement, better treatment or conditions than any of the other Participating Creditors. |
| <b>Labor Claims</b>  | Labor claims (including personal claims) shall be preserved, recognized and paid in accordance with the contractual arrangements currently in effect.  |
| <b>Intercompany Claims</b>   | The Agreed Pre-Packed Plan shall provide the treatment of Intercompany Claims, other than the Secured Intercompany Loan under Chapter 11, subordinated treatment of which shall be pursuant to the agreed terms above described.   |

EXHIBIT "1"

PARTICIPATING CREDITORS

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

11.



This Exhibit 1 shall be deemed to be automatically updated upon execution of an Other Lock-Up Agreement by any holder of Eligible Debt and such holder shall become and be deemed to be a “Participating Creditor” under the Lock-Up Agreement for all purposes as of the date of such Other Lock-Up Agreement.

**EXHIBIT "2"**

**MAIN TERMS AND CONDITIONS**

Trust shall be incorporated with a Technical Committee, with at least 3 members, as follows:

- a) CRA;
- b) One member designated by the Debtors; and
- c) One member designated by the Participating Creditors.

The Technical Committee will be vested with power to adopt any resolution regarding the estate of the Trust, but consistent with the terms and conditions of the Agreed Pre-Packed Plan.

All funds from any transfer of the assets from the Restructuring Trust to any third party shall be disbursed according to the trust waterfall and consistent with the Agreed Pre-Packed Plan.

All decisions of the Technical Committee shall be approved by the majority of the members of said Committee in the understanding that the vote of the member designated by the Participating Creditors is required.

**EXHIBIT “3”**

**CLAIMS**



**PRIVILEGED & CONFIDENTIAL DRAFT – SUBJECT TO MATERIAL CHANGE – PREPARED AT THE REQUEST OF COUNSEL  
 ALL MATERIALS AND ANALYSES CONTAINED HEREIN ARE SUBJECT TO THE RESULTS OF THE INTERNAL AND EXTERNAL AUDITS AND ANY OTHER FINDINGS OR RESULTS  
 DERIVED FROM THE ONGOING INVESTIGATION  
 FOR PROFESSIONAL EYES ONLY**

**Project Blue - Prepack exhibits**

| Category   | Amounts as of 09/30/2021 |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
|  | Alpha Holding            | AlphaCredit              | Acercádonos              | Consolidated             |
| <b>A. Pre-Concurso Claims</b>  |                          |                          |                          |                          |
| Secured  | \$ 84,704,009            | \$ 41,603,921            | \$ 34,011                | \$ 126,341,942           |
| Special Priv.  | -                        | -                        | -                        | -                        |
| Unsecured  | 17,381,111,404           | 17,373,355,936           | 16,929,737,143           | 17,382,229,501           |
| Unsecured - Facilities   | 1,213,425,814            | -                        | -                        | 1,213,425,814            |
| Unsecured - Notes  | 15,367,070,407           | 15,367,070,407           | 15,367,070,407           | 15,367,070,407           |
| Unsecured - Suppliers  | 8,873,565                | 1,118,097                | -                        | 9,991,662                |
| Unsecured - Joint Ob.  | 791,741,618              | 2,005,167,432            | 1,562,666,736            | 791,741,618              |
| Intercompany   | 95,919,191               | 9,020,476,886            | 72,560,523               | 9,188,956,600            |
| Other non-commercial liabilities (whether contingent or not)                         | Unliquidated             | Unliquidated             | Unliquidated             | Unliquidated             |
| Contingent non-commercial liabilities (possible fines, surcharges and actualization) | Unliquidated             | Unliquidated             | Unliquidated             | Unliquidated             |
| Estate   | -                        | 12,757,565               | -                        | 12,757,565               |
| Estate - Leases  | -                        | 12,757,565               | -                        | 12,757,565               |
| Estate - Join Ob.  | -                        | -                        | -                        | -                        |
| Estate - Advisors  | -                        | -                        | -                        | -                        |
| <b>Total</b>   | <b>\$ 17,561,734,605</b> | <b>\$ 26,448,194,308</b> | <b>\$ 17,002,331,677</b> | <b>\$ 26,710,285,608</b> |

**PRIVILEGED & CONFIDENTIAL DRAFT – SUBJECT TO MATERIAL CHANGE – PREPARED AT THE REQUEST OF COUNSEL**

**ALL MATERIALS AND ANALYSES CONTAINED HEREIN ARE SUBJECT TO THE RESULTS OF THE INTERNAL AND EXTERNAL AUDITS AND ANY OTHER FINDINGS OR RESULTS DERIVED FROM THE ONGOING INVESTIGATION**

**FOR PROFESSIONAL EYES ONLY**

**Project Blue - Summary of treatment of claims**

Amounts shown in \$MXN

| Filing #                                  | Creditor  | Facility overview   | Amounts as of 09/30/2021 |                       |                       |                  |                       |                  |                       |  |
|---|---|---|--------------------------|-----------------------|-----------------------|------------------|-----------------------|------------------|-----------------------|--|
|   |   |   | Alpha Holding            |                       | AlphaCredit           |                  | Acercádonos           |                  | Consolidated          |  |
|   |   |   | Treatment                | Amount (\$MXN)        | Treatment             | Amount (\$MXN)   | Treatment             | Amount (\$MXN)   | Amount (\$MXN)        |  |
| <b>A. List of creditors Alpha Holding</b> |   |   |                          |                       |                       |                  |                       |                  |                       |  |
| 1   | The Bank of New York Mellon (as trustee)<br><i>The Bank of New York Mellon (as trustee) Interests</i> | Offering memorandum por US\$300m con fecha 19-dic-2017                                  | Unsecured - Notes        | \$ 6,168,690,000      | Unsecured - Notes     | \$ 6,168,690,000 | Unsecured - Notes     | \$ 6,168,690,000 | \$ 6,168,690,000      |  |
| 2   | The Bank of New York Mellon (as trustee)<br><i>The Bank of New York Mellon (as trustee) Interests</i> | Offering memorandum por US\$400m con fecha 10-feb-2020                                  | Unsecured - Notes        | 493,752,229           | Unsecured - Notes     | 493,752,229      | Unsecured - Notes     | 493,752,229      | 493,752,229           |  |
| 3   | responsAbility SICAV (Lux)  | Pagaré por US\$4.5m con fecha 20-dic-19   | Unsecured - Notes        | 8,224,920,000         | Unsecured - Notes     | 8,224,920,000    | Unsecured - Notes     | 8,224,920,000    | 8,224,920,000         |  |
| 4   | MultiConcept fund Management (responsAbility)   | Offering memorandum por US\$400m con fecha 10-feb-2020                                  | Unsecured - Notes        | 479,708,178           | Unsecured - Notes     | 479,708,178      | Unsecured - Notes     | 479,708,178      | 479,708,178           |  |
| 5   | responsAbility SICAV (Lux)  | Pagaré por US\$4.5m con fecha 20-dic-19   | Unsecured - Facilities   | 231,325,875           | Unsecured - Joint Ob. | 231,325,875      | Unsecured - Joint Ob. | 231,325,875      | 231,325,875           |  |
| 6   | responsAbility SICAV (Lux)  | Pagaré por US\$3.75m con fecha 20-dic-19  | Unsecured - Facilities   | -                     | Unsecured - Joint Ob. | -                | Unsecured - Joint Ob. | -                | -                     |  |
| 7   | responsAbility SICAV (Lux)  | Pagaré por US\$3.75m con fecha 20-dic-19  | Unsecured - Facilities   | -                     | Unsecured - Joint Ob. | -                | Unsecured - Joint Ob. | -                | -                     |  |
| 8   | responsAbility SICAV (Lux)  | Pagaré por US\$3.0m con fecha 20-dic-19   | Unsecured - Facilities   | -                     | Unsecured - Joint Ob. | -                | Unsecured - Joint Ob. | -                | -                     |  |
| 9   | MultiConcept fund Management (responsAbility)   | Pagaré por US\$2.0m con fecha 28-ago-20   | Unsecured - Facilities   | 115,662,938           | Unsecured - Joint Ob. | 115,662,938      | Unsecured - Joint Ob. | 115,662,938      | 115,662,938           |  |
| 10  | responsAbility SICAV (Lux)  | Pagaré por US\$3.0m con fecha 28-ago-20   | Unsecured - Facilities   | -                     | Unsecured - Joint Ob. | -                | Unsecured - Joint Ob. | -                | -                     |  |
| 11  | responsAbility SICAV (Lux)  | Pagaré por US\$1.5m con fecha 28-ago-20   | Unsecured - Facilities   | -                     | Unsecured - Joint Ob. | -                | Unsecured - Joint Ob. | -                | -                     |  |
| 12  | responsAbility SICAV (Lux)  | Pagaré por US\$1.0m con fecha 28-ago-20   | Unsecured - Facilities   | -                     | Unsecured - Joint Ob. | -                | Unsecured - Joint Ob. | -                | -                     |  |
| 13  | responsAbility SICAV (Lux) interest I   | Pagaré por US\$1.0m con fecha 28-ago-20   | Unsecured - Facilities   | 17,982,731            | Unsecured - Joint Ob. | 17,982,731       | Unsecured - Joint Ob. | 17,982,731       | 17,982,731            |  |
| 14  | responsAbility SICAV (Lux) interest II  | Pagaré por US\$1.0m con fecha 28-ago-20   | Unsecured - Facilities   | 6,035,178             | Unsecured - Joint Ob. | 6,035,178        | Unsecured - Joint Ob. | 6,035,178        | 6,035,178             |  |
| 15  | Credit suisse   | Contrato de crédito con garantía fiduciaria por MXN\$600m con fecha 23-sep-2016         | Unsecured - Facilities   | 158,775,780           | Unsecured - Joint Ob. | 158,775,780      | Unsecured - Joint Ob. | 158,775,780      | 158,775,780           |  |
|   | <i>Credit suisse Interests</i>  | Contrato de crédito con garantía fiduciaria por MXN\$600m con fecha 23-sep-2016         | Unsecured - Facilities   | 1,003,375             | Unsecured - Joint Ob. | 1,003,375        | Unsecured - Joint Ob. | 1,003,375        | 1,003,375             |  |
|   | <i>Fees</i>   | Contrato de crédito con garantía fiduciaria por MXN\$600m con fecha 23-sep-2016         | Unsecured - Facilities   | 83,285,000            | Unsecured - Joint Ob. | 83,285,000       | Unsecured - Joint Ob. | 83,285,000       | 83,285,000            |  |
| 16  | AMF Mezzanine   | Contrato de crédito con garantía fiduciaria por MXN\$100m con fecha 13-jun-2019         | Unsecured - Facilities   | 100,000,000           | Unsecured - Joint Ob. | 100,000,000      | Unsecured - Joint Ob. | 100,000,000      | 100,000,000           |  |
|   | <i>AMF Mezzanine interests</i>  | Contrato de crédito con garantía fiduciaria por MXN\$100m con fecha 13-jun-2019         | Unsecured - Facilities   | 5,110,444             | Unsecured - Joint Ob. | 5,110,444        | Unsecured - Joint Ob. | 5,110,444        | 5,110,444             |  |
|   | <i>Fees</i>   | Contrato de crédito con garantía fiduciaria por MXN\$100m con fecha 13-jun-2019         | Unsecured - Facilities   | 7,500,000             | Unsecured - Joint Ob. | 7,500,000        | Unsecured - Joint Ob. | 7,500,000        | 7,500,000             |  |
| 17  | AlphaCredit Subordinated Debt Fund, LLC   | Contrato de Crédito, de fecha 25 de abril de 2013, por US\$20m.                         | Unsecured - Facilities   | 411,246,000           | Unsecured - Joint Ob. | 411,246,000      | NA                    | -                | 411,246,000           |  |
|   | <i>AlphaCredit Subordinated Debt Fund, LLC interests</i>  | Contrato de Crédito, de fecha 25 de abril de 2013, por US\$20m.                         | Unsecured - Facilities   | 31,254,696            | Unsecured - Joint Ob. | 31,254,696       | NA                    | -                | 31,254,696            |  |
| 18  | Morgan Stanley  | Contrato de Crédito, de fecha 18 de diciembre de 2020, por MXN\$500m.                   | Unsecured - Joint Ob.    | 322,713,216           | Unsecured - Joint Ob. | 322,713,216      | Unsecured - Joint Ob. | 322,713,216      | 322,713,216           |  |
|   | <i>Morgan Stanley interests</i>   | Contrato de Crédito, de fecha 18 de diciembre de 2020, por MXN\$500m.                   | Unsecured - Joint Ob.    | 2,536,884             | Unsecured - Joint Ob. | 2,536,884        | Unsecured - Joint Ob. | 2,536,884        | 2,536,884             |  |
| 19  | Inter-American Investment Corporation   | Contrato de Crédito, de fecha 22 de diciembre de 2020, por US\$24m                      | Unsecured - Joint Ob.    | 456,795,646           | Unsecured - Joint Ob. | 456,795,646      | Unsecured - Joint Ob. | 456,795,646      | 456,795,646           |  |
|   | <i>Inter-American Investment Corporation interests</i>  | Contrato de Crédito, de fecha 22 de diciembre de 2020, por US\$24m                      | Unsecured - Joint Ob.    | 9,695,871             | Unsecured - Joint Ob. | 9,695,871        | Unsecured - Joint Ob. | 9,695,871        | 9,695,871             |  |
| 20  | Banco J.P. Morgan, S.A. Institucion de Banca Multiple, J.P. Morgan Grupo Financiero                   | Contrato Marco para Operaciones Financieras Derivadas que con fecha 31 de enero de 2020 | Unsecured - Facilities   | 44,243,798            | Unsecured - Joint Ob. | 44,243,798       | Unsecured - Joint Ob. | 44,243,798       | 44,243,798            |  |
| 21  | Alpha Debit, S. A. de C. V.   | LDC Capital DIP   | Secured                  | 84,540,596            | NA                    | -                | NA                    | -                | 84,540,596            |  |
| 22  | Alpha Debit, S. A. de C. V.   | LDC Interés DIP   | Secured                  | 163,413               | NA                    | -                | NA                    | -                | 163,413               |  |
| 23  | Dispensora C Claro  | Genérica  | Intercompany             | 21,300,762            | NA                    | -                | NA                    | -                | 21,300,762            |  |
| 24  | C Claro servicios   | Genérica  | Intercompany             | 256,027               | NA                    | -                | NA                    | -                | 256,027               |  |
| 25  | Acercandonos  | Genérica  | Intercompany             | -                     | NA                    | -                | NA                    | -                | -                     |  |
| 26  | Bontu   | Genérica  | Intercompany             | 1,600,000             | NA                    | -                | NA                    | -                | 1,600,000             |  |
| 27  | RxN Broker's  | Genérica  | Intercompany             | 3,750,000             | NA                    | -                | NA                    | -                | 3,750,000             |  |
| 28  | Beta Planeacion S.A de C.V.   | LDC (contrato apertura de credito)  | Intercompany             | 9,134,888             | NA                    | -                | NA                    | -                | 9,134,888             |  |
| 29  | Alpha Debit, S. A. de C. V.   | LDC (contrato apertura de credito)  | Intercompany             | 53,027,516            | NA                    | -                | NA                    | -                | 53,027,516            |  |
| 30  | Alpha Debit, S. A. de C. V.   | Aportación de capital   | Intercompany             | 49,999                | NA                    | -                | NA                    | -                | 49,999                |  |
| 31  | Adelanto Express, SA de CV, SOFOM ENR   | Genérica  | Intercompany             | 6,750,000             | NA                    | -                | NA                    | -                | 6,750,000             |  |
| 32  | BlueDebit, S. A. de C. V.   | Aportación de capital   | Intercompany             | 49,999                | NA                    | -                | NA                    | -                | 49,999                |  |
| 33  | Other non-commercial liabilities (whether contingent or not)  | Other   | Other                    | -                     | NA                    | -                | NA                    | -                | -                     |  |
| 34  | Contingent non-commercial liabilities (possible fines, surcharges and actualization)                  | Other   | Other                    | -                     | NA                    | -                | NA                    | -                | -                     |  |
| 35  | Unsecured - Suppliers   | Trade Debt  | Unsecured - Suppliers    | 8,873,565             | NA                    | -                | NA                    | -                | 8,873,565             |  |
|   |   |   |                          | <b>17,561,734,605</b> | <b>17,372,237,839</b> |                  | <b>16,929,737,143</b> |                  | <b>17,561,734,605</b> |  |

PRIVILEGED & CONFIDENTIAL DRAFT – SUBJECT TO MATERIAL CHANGE – PREPARED AT THE REQUEST OF COUNSEL

ALL MATERIALS AND ANALYSES CONTAINED HEREIN ARE SUBJECT TO THE RESULTS OF THE INTERNAL AND EXTERNAL AUDITS AND ANY OTHER FINDINGS OR RESULTS DERIVED FROM THE ONGOING INVESTIGATION

FOR PROFESSIONAL EYES ONLY

Project Blue - Summary of treatment of claims

Amounts shown in \$MXN

|   |  |  | Amounts as of 09/30/2021 |                          |                       |                          |                       |                          |                          |
|---|--|--|--------------------------|--------------------------|-----------------------|--------------------------|-----------------------|--------------------------|--------------------------|
| Filing #                                | Creditor   | Facility overview  | Alpha Holding            |                          | AlphaCredit           |                          | Acercádonos           |                          | Consolidated             |
|   |  |  | Treatment                | Amount (\$MXN)           | Treatment             | Amount (\$MXN)           | Treatment             | Amount (\$MXN)           | Amount (\$MXN)           |
| <b>B. List of creditors AlphaCredit</b> |  |  |                          |                          |                       |                          |                       |                          |                          |
| 1                                       | WeWork   | Renta oficina  | NA                       | -                        | Estate - Leases       | 60,196                   | NA                    | -                        | 60,196                   |
| 2                                       | Deutsche Bank (Fiduciaria)   | Renta oficina  | NA                       | -                        | Estate - Leases       | 11,014,861               | NA                    | -                        | 11,014,861               |
| 3                                       | Deutsche Bank (Fiduciaria)   | Mantenimiento Cuota Samara   | NA                       | -                        | Estate - Leases       | 1,682,508                | NA                    | -                        | 1,682,508                |
| 4                                       | Alpha Debit, S. A. de C. V.  | LDC Capital DIP  | NA                       | -                        | Secured               | 41,528,292               | NA                    | -                        | 41,528,292               |
| 5                                       | Alpha Debit, S. A. de C. V.  | LDC Interés DIP  | NA                       | -                        | Secured               | 75,629                   | NA                    | -                        | 75,629                   |
| 6                                       | AlphaHolding   | LDC (contrato apertura de credito)   | NA                       | -                        | Intercompany          | 7,784,291,306            | NA                    | -                        | 7,784,291,306            |
| 7                                       | AlphaHolding   | LDC interés  | NA                       | -                        | Intercompany          | 640,595,522              | NA                    | -                        | 640,595,522              |
| 8                                       | Adelanto Express   | Genérica   | NA                       | -                        | Intercompany          | 45,152                   | NA                    | -                        | 45,152                   |
| 9                                       | Aeterman   | Genérica   | NA                       | -                        | Intercompany          | 8,348,832                | NA                    | -                        | 8,348,832                |
| 10                                      | Dispensora C Claro   | Comisiones   | NA                       | -                        | Intercompany          | 960,205                  | NA                    | -                        | 960,205                  |
| 11                                      | Dispensora C Claro   | Genérica   | NA                       | -                        | Intercompany          | 103,731                  | NA                    | -                        | 103,731                  |
| 12                                      | Collect Broker   | Comisiones   | NA                       | -                        | Intercompany          | 12,321                   | NA                    | -                        | 12,321                   |
| 13                                      | Prestaciones Finmart   | Comisiones   | NA                       | -                        | Intercompany          | 325,736,940              | NA                    | -                        | 325,736,940              |
| 14                                      | Beta Planeacion  | Genérica   | NA                       | -                        | Intercompany          | 27,205,231               | NA                    | -                        | 27,205,231               |
| 15                                      | C Claro Servicios  | Genérica   | NA                       | -                        | Intercompany          | 227,440,533              | NA                    | -                        | 227,440,533              |
| 16                                      | Alpha Debit, S. A. de C. V.  | LDC (contrato apertura de credito)   | NA                       | -                        | Intercompany          | 5,616,347                | NA                    | -                        | 5,616,347                |
| 17                                      | Beta Credit SA de CV SOFOM ENR   | Genérica   | NA                       | -                        | Intercompany          | 21,932                   | NA                    | -                        | 21,932                   |
| 18                                      | Bontu  | Genérica   | NA                       | -                        | Intercompany          | 98,834                   | NA                    | -                        | 98,834                   |
| 19                                      | Other non-commercial liabilities (whether contingent or not)                         | Other non-commercial liabilities (whether contingent or not)                         | NA                       | -                        | Other                 | Unliquidated             | NA                    | -                        | -                        |
| 20                                      | Contingent non-commercial liabilities (possible fines, surcharges and actualization) | Contingent non-commercial liabilities (possible fines, surcharges and actualization) | NA                       | -                        | Other                 | Unliquidated             | NA                    | -                        | -                        |
| 21                                      | Unsecured - Suppliers  | Trade Debt   | NA                       | -                        | Unsecured - Suppliers | 1,118,097                | NA                    | -                        | 1,118,097                |
|   |  |  |                          |                          |                       |                          |                       |                          |                          |
|   |  |  |                          |                          |                       |                          | <b>9,075,956,470</b>  |                          | <b>9,075,956,470</b>     |
| <b>C. List of creditors Acercádonos</b> |  |  |                          |                          |                       |                          |                       |                          |                          |
| 1                                       | Alpha Debit, S. A. de C. V.  | LDC Capital DIP  | NA                       | -                        | NA                    | -                        | Secured               | 33,967                   | 33,967                   |
| 2                                       | Alpha Debit, S. A. de C. V.  | LDC Interés DIP  | NA                       | -                        | NA                    | -                        | Secured               | 44                       | 44                       |
| 3                                       | C Claro Servicios, S de R.L. de C.V.   | Genérica   | NA                       | -                        | NA                    | -                        | Intercompany          | 256,027                  | 256,027                  |
| 4                                       | Collect Broker, SAPI de CV   | LDC (contrato de apertura de crédito)  | NA                       | -                        | NA                    | -                        | Intercompany          | 1,461                    | 1,461                    |
| 5                                       | Alpha Holding, S.A. de C.V.  | LDC (contrato de apertura de crédito)  | NA                       | -                        | NA                    | -                        | Intercompany          | 12,610,192               | 12,610,192               |
| 6                                       | Alpha Holding, S.A. de C.V.  | LDC Interés  | NA                       | -                        | NA                    | -                        | Intercompany          | 59,692,843               | 59,692,843               |
| 7                                       | Unsecured - Suppliers  | Trade Debt   | NA                       | -                        | NA                    | -                        | Unsecured - Suppliers | -                        | -                        |
|   |  |  |                          |                          |                       |                          |                       | <b>72,594,534</b>        | <b>72,594,534</b>        |
| <b>TOTAL</b>                            |  |  |                          | <b>\$ 17,561,734,605</b> |                       | <b>\$ 26,448,194,308</b> |                       | <b>\$ 17,002,331,677</b> | <b>\$ 26,710,285,608</b> |

SCHEDULE 1

*Participating Creditors*

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

11.



This Schedule 1 shall be deemed to be automatically updated upon execution of an Other Lock-Up Agreement by any holder of Eligible Debt and such holder shall become and be deemed to be a “Participating Creditor” under this Agreement for all purposes as of the date of such Other Lock-Up Agreement.

SCHEDULE 2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### SCHEDULE 3

#### *Eligible Debt*

Debt pursuant to notes issued by Alpha Holding S.A. de C.V. under the (i) indenture dated December 19, 2017 of the 10.000% Senior Notes due 2022 for the principal amount of USD\$300,000,000 and (ii) the indenture dated February 10, 2020 of the 9.000% Senior Notes due 2025 for the principal amount of USD\$400,000,000.