

Discharge and Injunction Parties' Rights means the Claims against or Equity Interests in the Debtors held from time to time by the Discharge and Injunction Parties.

Disclosure Statement means the written disclosure statement that relates to this Plan and is approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code as such disclosure statement may be amended, modified or supplemented (including pursuant to the Disclosure Statement Supplement) (and all exhibits and schedules annexed thereto or referred to therein) and that is prepared and distributed in accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3018 and is in form and substance acceptable to the Debtors, the Requisite Commitment Creditors and the Backstop Shareholders.

Disclosure Statement Order means the *Order Authorizing Debtors' Motion to Approve (I) the Adequacy of Information in the Disclosure Statement, (II) Solicitation and Voting Procedures, (III) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (IV) Certain Dates with Respect Thereto*, ECF No. 4728, as supplemented by *Exhibits 11 and 12 to the Disclosure Statement Order Inadvertently Omitted*, ECF No. 4739 and the Disclosure Statement Supplemental Order, ECF No. 5221.

Disclosure Statement Supplement means that certain supplement to the Disclosure Statement approved by the Disclosure Statement Supplemental Order, that is in form and substance acceptable to the Debtors, the Requisite Commitment Creditors and the Backstop Shareholders.

Disclosure Statement Supplemental Order means that certain order of the Bankruptcy Court entered on May 4, 2022, ECF No. 5221 approving, among other things, the Disclosure Statement Supplement.

Disputed Claim means any Claim or any portion thereof, that has not been Allowed, but has not been Disallowed pursuant to this Plan or a Final Order including those identified on Exhibit F to this Plan.

Disputed Claims Reserve means one or more reserves established by the Disbursing Agent created to reserve property (including any Plan Securities) for purposes of satisfying Disputed Claims pursuant to Section 9.5 of this Plan.

Distribution Record Date means the date for determining which Holders of Allowed Claims are eligible to receive distributions hereunder, which shall be (i) five (5) Business Days immediately following the date on which the CMF registers the Plan Securities, or (ii) such other date as designated in a Bankruptcy Court order.

EBITDAR means earnings before interest, taxes, depreciation, amortization and restructuring or rent costs, calculated in accordance with LATAM's ordinary practices and consistently for each period in clause (x) and clause (y) of the definition of EBITDAR Delta.

EBITDAR Delta means the difference between (x) LATAM's cumulative EBITDAR from January 2022 through the latest completed month that is at least fifteen days prior to the Effective Date and (y) the EBITDAR for the same period under the Debtors' five-year business plan dated June 4, 2021.



Eblen Group means Andes Aerea SpA, Inversiones Pia SpA and Comercial Las Vertientes SpA.

ECA Facilities means any long-term loan or bond arrangements entered into by SPVs to finance the purchase of aircraft guaranteed by certain Export Credit Agencies.

EETC Facilities means any long-term loan or bond arrangements entered into by SPVs to finance the purchase of aircraft via equipment trust certificates.

Effective Date means the date of substantial consummation of this Plan, which shall be the first Business Day upon which all conditions precedent to the effectiveness of this Plan, specified in Section 10.2 hereof, are satisfied or waived in accordance with this Plan.

Effective Date Board has the definition set forth in Section 5.13 hereof.

Eligible Equity Holders means all Holders of Equity Interests registered on the shareholders' registry of LATAM Parent as of midnight on the Equity Record Date who will be entitled to exercise preemptive rights under applicable laws with respect to the ERO New Common Stock and the New Convertible Notes during the ERO Preemptive Rights Offering Period and the New Convertible Notes Preemptive Rights Offering Period, respectively.

Eligible Local Bonds means solely with respect to eligibility to elect to receive the New Local Notes, the (a) Series A Local Bonds, Series B Local Bonds, Series C Local Bonds and Series D Local Bonds only if at least 75% of the aggregate principal amount of Series A Local Bonds, Series B Local Bonds, Series C Local Bonds and Series D Local Bonds (taken together) vote to approve and authorize the satisfaction of the Local Bonds via receipt of the New Local Notes at a duly convened meeting of the Series A Local Bonds, Series B Local Bonds, Series C Local Bonds and Series D Local Bonds and (b) Series E Local Bonds only if at least 75% of the aggregate principal amount of Series E Local Bonds vote to approve and authorize the satisfaction of the Local Bonds via receipt of the New Local Notes at a duly convened meeting of the Series E Local Bonds.

Entity has the definition set forth in section 101(15) of the Bankruptcy Code.

Equity Interest means any equity interest or related proxy in any of the Debtors represented by duly authorized, validly issued and outstanding shares of preferred stock or common stock, stock appreciation rights, membership interests, partnership interests, or any other instrument evidencing a present ownership interest, inchoate or otherwise, in any of the Debtors, or right to convert into such an equity interest or acquire any equity interest of the Debtors, whether or not transferable, or an option, warrant or right, contractual or otherwise (as applicable to each Debtor under applicable law), to acquire any such interest, which was in existence prior to or on the Petition Date.

Equity Record Date means the fifth Chilean Business Day preceding the date on which LATAM Parent publishes a notice pursuant to Article 26 of the Chilean Corporations Act Regulations (Reglamento de la Ley N° 18,046 sobre Sociedades Anónimas) informing Holders of Existing Equity Interests as of such date of their right to subscribe and purchase New Convertible Notes and/or ERO New Common Stock (as applicable).



ERO New Common Stock means the common stock to be delivered by Reorganized LATAM Parent on the Effective Date pursuant to the ERO Rights Offering.

ERO New Common Stock Backstop Parties means (i) the Commitment Creditors up to \$390,488,015.75, (ii) the Backstop Local Bondholders up to \$9,511,984.25 and (iii) the Backstop Shareholders up to \$400 million (but collectively, subject to the Backstop Shareholders Cap), in each case in their respective capacity as parties providing a backstop commitment in connection with the ERO New Common Stock, and in accordance with the applicable Backstop Agreement.

ERO Preemptive Rights Offering Period means the thirty (30)-day preemptive period during which the Eligible Equity Holders (including the Backstop Shareholders and the Non-Backstop Shareholders) are entitled to exercise their preemptive rights with respect to the ERO New Common Stock, which period will commence on the date on which LATAM Parent informs the Eligible Equity Holders of their right to subscribe and purchase the ERO New Common Stock, in accordance with Chilean law.

ERO Rights Offering means the \$800 million ERO New Common Stock rights offering by LATAM Parent, as described in Exhibit E (the Equity Rights Offering Term Sheet) to the Restructuring Support Agreement, (i) to Eligible Equity Holders (including the Backstop Shareholders and the Non-Backstop Shareholders) during the ERO Preemptive Rights Offering Period and (ii) to the extent there remains any unsubscribed ERO New Common Stock following the ERO Preemptive Rights Offering Period, to Eligible Equity Holders (including the Backstop Shareholders and the Non-Backstop Shareholders) that participated in the ERO Preemptive Rights Offering Period, in each case in accordance with the ERO Rights Offering Procedures, and which shall be backstopped by the ERO New Common Stock Backstop Parties in accordance with the applicable Backstop Agreement.

ERO Rights Offering Procedures means the offering procedures governing the entire ERO Rights Offering including, for the avoidance of doubt, during the ERO Preemptive Rights Offering Period, in form and substance reasonably acceptable to the Debtors and the Commitment Parties.

Estate means the estate of each of the Debtors created under section 541 of the Bankruptcy Code.

Exculpated Parties has the meaning set forth in Section 11.6 of this Plan.

Executory Contract means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

Exhibit means an exhibit annexed to this Plan, including as an exhibit to the Plan Supplement.

EX-IM Facilities means any long-term loan or bond arrangements entered into by SPVs to finance the purchase of aircraft guaranteed by the U.S. Export-Import Bank.

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Existing ADS Interests means all Existing Equity Interests held in the form of American Depository Shares.

Existing Equity Interests means all Equity Interests in LATAM Parent existing as of the date hereof.

Existing Letters of Credit means all outstanding undrawn pre-petition and post-petition letters of credit issued at the request of any Debtors, including any Cartas Fianzas, Boletas Bancarias, Boletas Garantía, Seguros de Caución, seguro garantía, fiança bancária, fiança de qualquer natureza, cartas de crédito, and other similar instruments, in each case as amended, restated, renewed, modified, supplemented, extended, confirmed, or counter guaranteed from time to time.

Existing Surety Bond means all outstanding undrawn pre-petition and post-petition surety bonds of the Debtors (as amended, restated, renewed, modified, supplemented, extended, confirmed, or counter guaranteed from time to time).

Exit Financing means, collectively, the Exit Notes/Loan, the Exit RCF, the Modified Existing RCF and the credit facility to be provided under the Revised Spare Engine Facility Agreement.

Exit Notes/Loan means up to approximately \$2.50 billion in notes or term loans as described in the Restructuring Support Agreement.

Exit Notes/Loan Agreement means that certain credit agreement or indenture, as applicable, in form and substance (i) acceptable with respect to material terms, including economic terms, to the Debtors, the Requisite Commitment Creditors and the Backstop Shareholders and (ii) otherwise reasonably acceptable to the Debtors, the Requisite Commitment Creditors, and the Backstop Shareholders.

Exit RCF means the approximately \$500 million secured revolving credit facility, undrawn as of the Effective Date, the material terms of which will be filed prior to the Confirmation Hearing, in form and substance (i) acceptable with respect to material terms, including economic terms, to the Debtors, the Requisite Commitment Creditors and the Backstop Shareholders and (ii) otherwise reasonably acceptable to the Debtors, the Exit RCF Lenders, Requisite Commitment Creditors, and the Backstop Shareholders.

Exit RCF Agreement means that certain Revolving Credit Facility Agreement in form and substance reasonably satisfactory to the Debtors, the Exit RCF Lenders, the Requisite Commitment Creditors and the Backstop Shareholders.

Exit RCF Lenders means the lenders party to the Exit RCF Agreement.

File, Filed or Filing means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

Final Order means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in any



Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

First DIP Motion means the *Debtors' Motion for an Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Grant Superpriority Administrative Expense Claims and (II) Granting Related Relief*, ECF No. 397.

First DIP Order means the *Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Grant Superpriority Administrative Expense Claims, and (II) Granting Related Relief*, ECF No. 1091.

General Unsecured Claim means any Claim against any Debtor that is not otherwise paid in full during the Chapter 11 Cases pursuant to an order of the Bankruptcy Court and that is not an Administrative Expense Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, RCF Claim, Spare Engine Facility Claim, LATAM 2024 Bond Claim, LATAM 2026 Bond Claim, Litigation Claim or Intercompany Claim.

General Voting Deadline means May 2, 2022 at 4:00 p.m. (prevailing Eastern Time).

General Voting Record Date means January 7, 2022 or such other date as may be modified by the Debtors in consultation with the Backstop Shareholders and reasonably acceptable to the Commitment Creditors.

Governmental Unit has the definition set forth in section 101(27) of the Bankruptcy Code.

GUC New Convertible Notes Class C Distribution means the remainder (if any) of New Convertible Notes Class C available after the conclusion of the New Convertible Notes Preemptive Rights Offering Period and allocation of the Direct Allocation Amount.

Holder means a Person who is the registered holder of a Claim or Equity Interest as of the applicable date of determination or an authorized agent of such Person.

Impaired means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is "impaired" within the meaning of section 1124 of the Bankruptcy Code.

Indemnification Obligation means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, sponsors, agents or



employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, letters, the Debtors' respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

Ineligible Holder means any Person that meets one or more of the following conditions: (1) such Person does not have an account capable of holding Chilean securities and has timely certified to the Debtors via their Certification and Subscription Form provided to an agent appointed to assist with administrative matters of their legal inability to open such an account and/or (2) such Person is not (i) a "qualified institutional buyer" within the meaning of Rule 144A(a)(1) or an Institutional Accredited Investor (IAI) under the Securities Act, or (ii) a non-U.S. person located outside of the United States and who does not hold General Unsecured Claims for the account or benefit of a U.S. person, within the meaning of Regulation S under the Securities Act.

Initial Debtors means LATAM Parent and its Affiliates that filed their voluntary petitions for relief on the Initial Petition Date.

Initial Distribution Date means the date as determined by the Reorganized Debtors upon which the initial distributions of property under this Plan will be made to Holders of Allowed Claims, which date shall be as soon as practicable, but in no event more than ten (10) Business Days, after the Effective Date unless otherwise extended by order of the Bankruptcy Court.

Initial Petition Date means May 26, 2020.

Initial W&C Creditor Group Parties means, collectively, each of Bardin Hill Investment Partners, LP, BICE Vida Compania de Seguros S.A., BNP Paribas Securities Corp., Canyon Capital Advisors, LLC, Caspian Capital LP, Diameter Capital Partners LP, DSC Meridian Capital LP, Glendon Capital Management LP, Mariner Investment Group, LLC, Redwood Capital Management, LLC, Taconic Capital Advisors LP, VR Global Partners, L.P., Bardin Hill Event-Driven Master Fund LP, Bardin Hill NE Fund LP, Bardin Hill Opportunistic Credit Master Fund LP, Canyon-ASP Fund, L.P., Canyon Balanced Master Fund, Ltd., Canyon Distressed Opportunity Master Fund III, L.P., Canyon ESG Credit Master Fund, L.P., Canyon IC Credit Master Fund, L.P., Canyon Distressed TX (B) LLC, Canyon Distressed TX (A) LLC, The Canyon Value Realization Master Fund, L.P., Canyon-EDOF (Master) L.P., Canyon-GRF Master Fund II, L.P., Canyon NZ-DOF Investing, L.P., EP Canyon Ltd., Canyon Value Realization Fund, L.P., Diameter Dislocation Fund Master Fund LP, Diameter Master Fund LP, HCN LP, Mariner Atlantic Multi-Strategy Master Fund, Ltd, Redwood Master Fund, LTD, Redwood Drawdown Master Fund II, LTD, Taconic Market Dislocation Master Fund III (Cayman) L.P., Taconic Master Fund 1.5 L.P., and Taconic Opportunity Master Fund, each as either (a) investment managers or advisors to funds or accounts holding Participating Claims (as defined in the Restructuring Support Agreement) or (b) funds and accounts holding Participating Claims (as defined in the Restructuring Support Agreement).



Insurance Contracts means all insurance policies, including D&O Policies, that have been issued (or provide coverage) at any time to any of the Debtors (or their predecessors) and all agreements, documents, or instruments relating thereto, including but not limited to, any agreement with a third party administrator for claims handling. Insurance Contracts shall not include surety bonds, surety indemnity agreements or surety-related products.

Insurer means any company or other Entity that issued or entered into any Insurance Contracts (including any third-party administrator for any Insurance Contracts) and each of its respective predecessors and/or affiliates.

Intercompany Agreement has the meaning set forth in Section 8.6 of this Plan.

Intercompany Claim means any Claim against any Debtor by any other Debtor or non-Debtor Affiliate whether arising prior to, on or after the Petition Date.

Interim Compensation Order means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, ECF No. 828.

IRS means the Internal Revenue Service.

Itaú Unsecured Bank Loan means that long-term unsecured bank loan between LATAM Parent as borrower and Itaú Corpbanca issued in September 2015 and matured in September 2020.

Joining Local Bondholder means each Holder of Local Bonds that has executed and delivered to the Debtors a Local Bondholder Joinder Agreement.

JOL means those certain Japanese Operating Leases through which aircraft are leased directly to LATAM Parent or TAM Linhas Aéreas S.A.

JOLCO means those certain Japanese Operating Leases with Call Option through which aircraft are leased directly to LATAM Parent or TAM Linhas Aéreas S.A.

LATAM has the meaning set forth in the preamble of this Plan.

LATAM 2024 Bonds means those 6.875% senior, unsecured notes due April 2024 in principal amount of \$700 million pursuant to the indenture dated April 11, 2017 by and among LATAM Finance Ltd. as issuer, LATAM Parent as guarantor and The Bank of New York Mellon as trustee registrar, transfer agent and paying agent.

LATAM 2026 Bonds means those 7% senior, unsecured notes due March 2026 in principal amount of \$800 million⁴, pursuant to the indenture dated February 11, 2019 by and among LATAM Finance Ltd. as issuer, LATAM Parent as guarantor and The Bank of New York Mellon as trustee registrar, transfer agent and paying agent.

⁴ In February 2019, LATAM first issued \$600 million of the LATAM 2026 Bonds but then re-opened the issuance in June 2019 and issued an additional \$200 million of the LATAM 2026 Bonds.



LATAM 2024 Bond Claim means any Claim against any Debtor on account of, arising from or related to the LATAM 2024 Bonds, including accrued but unpaid interest, costs, fees and indemnities through the Petition Date.

LATAM 2026 Bond Claim means any Claim against any Debtor on account of, arising from or related to the LATAM 2026 Bonds, including accrued but unpaid interest, costs, fees and indemnities through the Petition Date.

LATAM 2024/LATAM 2026 Bond Trustees means, collectively, the trustees under the LATAM 2024 Bonds and the LATAM 2026 Bonds.

LATAM International Bond Claim Amount means the amount outstanding under the LATAM 2024 Bonds and LATAM 2026 Bonds in the combined amount of \$1,519,237,847.22.

LATAM Parent has the meaning set forth in the preamble of this Plan.

Lien has the definition set forth in 11 U.S.C. § 101(37) and shall include any lien or lien equivalent under applicable non-U.S. law.

Litigation Claim means any Claim asserted in or arising from any ongoing litigation, arbitration or similar proceedings or causes of action against any of the Debtors pending as of the Petition Date that is not reduced to judgment as of the Voting Record Date, and notwithstanding the asserted priority or classification of the underlying liability asserted in such litigation; provided, however that it shall not include any Claim (i) related to any adversary proceeding pending in the Chapter 11 Cases or (ii) listed on Exhibit F to this Plan.

Local Bondholder Joinder Agreement means each joinder agreement, substantially in the form of Exhibit F-3 to the Restructuring Support Agreement, signed by a Local Bondholder and the Local Bond Trustee.

Local Bondholder Post-Confirmation Advisor Fees means the reasonable and documented fees, expenses, disbursements and other costs incurred by the legal counsel and other advisors to the Local Bond Trustee and to the Joining Local Bondholders in connection with the Chapter 11 Cases or the consummation of the Approved Plan, including Alix Partners, Paul Hastings LLP, Chilean counsels, and any additional advisor or advisors retained by or on behalf of the Local Bond Trustee, collectively incurred by the Local Bond Trustee and the Joining Local Bondholders following the entry of the Confirmation Order through the Effective Date, in each case where such fees, expenses, disbursements or other costs were incurred in connection with an action taken at the request of, and subject to the written consent of, the Debtors and subject to the consent of the Requisite Commitment Creditors and the Backstop Shareholders, including as described in Section 4.01(a)(6) and 4.01(a)(10) of the Restructuring Support Agreement, to be paid by the Debtors to Paul Hastings (or to such advisor to the Local Bond Trustee or Local Bondholder Group as Paul Hastings may direct) in accordance with this Joinder Agreement and this Plan.

Local Bondholder Pre-Confirmation Advisor Fees means the reasonable and documented fees, expenses, disbursements and other costs incurred in connection with the



Chapter 11 Cases through the entry of the Confirmation Order in the Chapter 11 Cases by the Local Bondholder Group and/or the Local Bond Trustee, including for the avoidance of doubt any success or completion fee due or that may be due to Alix Partners, up to a combined maximum aggregate amount of \$13,500,000, including, but not limited to fees, expenses and disbursements incurred by Paul Hastings, Alix Partners, and any other attorneys or advisors engaged by the Local Bondholder Group or the Local Bond Trustee in connection with the Chapter 11 Cases (including Garrigues, GWJA and any other Chilean counsel and/or financial advisors) to be paid by the Debtors to Paul Hastings (or to such advisor to the Local Bondholder Group or Local Bond Trustee as Paul Hastings may direct) in accordance with this Joinder Agreement and this Plan. For the avoidance of doubt, upon termination of all Local Bondholder Joinder Agreements pursuant to Section 7(b)(ii)(2) of the respective Local Bondholder Joinder Agreements, the Debtors shall not be required to pay or reimburse any Local Bondholder Group Fees.

Local Bonds means, collectively, those Series A Local Bonds, Series B Local Bonds, Series C Local Bonds, Series D Local Bonds and Series E Local Bonds issued by LATAM Parent.

Local Bond Claims means any Claim against any Debtor on account of, arising from or related to the Local Bonds, including accrued but unpaid interest, costs, fees and indemnities through the Petition Date, including (1) Claim No. 1559 which the Confirmation Order shall provide is Allowed in the amount of \$179,759,305.16 and (2) Claim No. 1569 which the Confirmation Order shall provide is Allowed in the amount of \$319,829,068.76.

Local Bond Trustee means Banco del Estado de Chile, solely in its capacity as trustee under each of the Local Bonds and not in any other capacity, and any successor trustee.

Local Bonds Voting Record Date means, with respect to each series of Local Bonds, the date that is five (5) Chilean Business Days prior to the applicable Local Bondholder Meeting.

Local Bondholder Meeting means, as applicable to each series of Local Bonds, the duly noticed meeting of the owners of the Local Bonds held for the purposes of voting on this Plan. For the avoidance of doubt, the Local Bondholder Meeting will be noticed via publication notice as required under the applicable laws and documents.

Management Protection Provisions has the meaning set forth in Section 5.3 of this Plan.

Modified Existing RCF means the credit facility under the Revised RCF Agreement consisting of the RCF Tranche A Exit Facility and the RCF Tranche B Exit Facility.

Modified Existing RCF Term Sheet means that certain term sheet, a copy of which is attached to the Disclosure Statement Supplement, containing the material terms and conditions for the Modified Existing RCF.

Moelis means Moelis & Company LLC.



Net Sale Proceeds means the net cash proceeds generated from the sale of the New Convertible Notes Class A pursuant to the monetization process set forth herein, which process shall be reasonably acceptable to the Commitment Creditors.

New Chilean Bonds Term Sheet means the "New Chilean Bonds Term Sheet" attached as Exhibit H to the Restructuring Support Agreement.

New Convertible Notes means, collectively, the New Convertible Notes Class A, New Convertible Notes Class B and New Convertible Notes Class C.

New Convertible Notes Back-Up Shares means new LATAM Parent common stock to be distributed to the holders of the New Convertible Notes that exercise the rights to convert their respective New Convertible Notes into the series of shares underlying such New Convertible Notes.

New Convertible Notes Class A means the convertible notes in a principal amount of \$1,034,569,097.27 issued by LATAM Parent which will mature on December 31, 2121 and have other terms as set forth on Exhibit B (New Convertible Notes Class A Term Sheet) to the Restructuring Support Agreement, as may be amended, restated, supplemented, or otherwise modified, from time to time.⁵

New Convertible Notes Class A Preemptive Rights Proceeds means the Cash proceeds generated from the subscription and purchase of New Convertible Notes Class A by Eligible Equity Holders during the New Convertible Notes Preemptive Rights Offering Period.

New Convertible Notes Class B means the convertible notes in a principal amount of \$1,372,839,694.12 issued by LATAM Parent which will mature on December 31, 2121 and have such other terms as set forth on Exhibit C (New Convertible Notes Class B Term Sheet) to the Restructuring Support Agreement, as may be amended, restated, supplemented, or otherwise modified, from time to time.

New Convertible Notes Class B Backstop Parties means CVA, Delta, and Qatar, each in their capacity as a party providing a backstop commitment in connection with the New Convertible Notes Class B pursuant to the Backstop Shareholders Backstop Agreement.

New Convertible Notes Class C means the convertible notes in a principal amount of \$6,902,471,620.60 issued by LATAM Parent which will mature on December 31, 2121 and have such other terms as set forth on Exhibit D (New Convertible Notes Class C Term Sheet) to

⁵ Certain economic terms of the New Convertible Notes Class A (i.e., principal amount, Conversion Ratio, etc.) are subject to change, in each case consistent with the Restructuring Support Agreement and the Commitment Creditors Backstop Agreement, based on a number of factors including the total amount of Allowed Claims, the number of General Unsecured Claims against LATAM Parent that elect to receive Class 5c Treatment, the overall plan value and the subscription prices for the other New Convertible Notes.



the Restructuring Support Agreement, as may be amended, restated, supplemented, or otherwise modified, from time to time.⁶

New Convertible Notes Class C Backstop Parties means (x) the Commitment Creditors and (y) the Backstop Local Bondholders, each in their capacity as the parties providing a backstop commitment in connection with the New Convertible Notes Class C pursuant to the Commitment Creditors Backstop Agreement.

New Convertible Notes Class C Unsecured Creditor means any Holder of an Allowed General Unsecured Claim against LATAM Parent that timely elects into the treatment and new money investment in accordance with the Class 5b Treatment under this Plan (other than the New Convertible Notes Class C Backstop Parties).

New Convertible Notes Offering means the offering of New Convertible Notes by LATAM Parent to Eligible Equity Holders during the New Convertible Notes Preemptive Rights Offering Period.

New Convertible Notes Offering Procedures means the offering procedures governing (i) the New Convertible Notes Offering to Holders of Existing Equity Interests and (ii) the process for subscription and/or allocation of the New Convertible Notes to the applicable Holders of Claims each as provided for in this Plan, in form and substance acceptable to (x) the Debtors, (y) the Commitment Creditors (in respect of the process for subscription and/or allocation of the New Convertible Notes Class A and Class C to the applicable Holders of Claims as provided for in this Plan) and (z) the Backstop Shareholders (in respect of the process for subscription and/or allocation of the New Convertible Notes Class B), and otherwise reasonably acceptable to the Commitment Creditors and the Backstop Shareholders.

New Convertible Notes Preemptive Rights Offering Period means the thirty (30)-day preemptive period during which the Eligible Equity Holders (including the Backstop Shareholders and Non-Backstop Shareholders) are entitled to exercise their preemptive rights with respect to the New Convertible Notes, which period will commence on the date on which LATAM Parent informs the Eligible Equity Holders of their right to subscribe and purchase the New Convertible Notes, in accordance with Chilean law.

New Local Notes means the notes, in form and substance reasonably acceptable to the Requisite Commitment Creditors, the Backstop Shareholders and the Local Bond Trustee, in a principal amount equal to 52% of the face amount of Allowed General Unsecured Claims held by New Local Notes Unsecured Creditors up to a maximum face amount of USD \$180,000,000, to be denominated in UF and issued by LATAM Parent which will mature on December 31, 2042 and have such other terms as set forth on the New Chilean Bonds Term Sheet; provided that any New Local Notes documentation or provision relating to subordination of the New Local Notes shall be in form and substance acceptable to the Requisite Backstop Parties.

⁶ Certain economic terms of the New Convertible Notes Class C (i.e., principal amount, Conversion Ratio, etc.) are subject to change, in each case consistent with the Restructuring Support Agreement and the Commitment Creditors Backstop Agreement, based on a number of factors including the total amount of Allowed Claims, the overall plan value and the subscription prices for the other New Convertible Notes.



New Local Notes Offering means the offering of New Local Notes by LATAM Parent to the New Local Notes Unsecured Creditors.

New Local Notes Offering Procedures means the offering procedures governing the process for subscription and/or allocation of the New Local Notes to the New Local Notes Unsecured Creditors as described in Section 6.2 of this Plan, and/or to the extent applicable, the exchange of Local Bonds for New Local Notes, and which shall be in form and substance reasonably acceptable to (x) the Debtors, (y) the Commitment Creditors and (z) the Local Bond Trustee.

New Local Notes Unsecured Creditor means any Holder of an Allowed General Unsecured Claim against LATAM Parent that timely elects into the treatment in accordance with the Class 5c Treatment under this Plan.

New Plan Notes means, collectively, the New Convertible Notes and New Local Notes.

New Plan Notes Documents means any applicable bond issuance agreements, together with the respective prospectus (to the extent a prospectus is prepared) and any other definitive documentation regarding the issuance of the New Plan Notes, the material terms of which will be attached as Exhibits to the Plan Supplement, and any other documents as may be required to be filed with the CMF for purposes of the registration of the New Plan Notes, in each case, as may be amended, supplemented or modified from time to time at the direction of the CMF, each in form and substance reasonably acceptable to the Debtors, the Requisite Commitment Creditors and the Backstop Shareholders; provided that the bond issuance agreements shall be in form and substance acceptable to the Debtors, the Requisite Commitment Creditors and the Backstop Shareholders and provided further that the New Plan Notes Documents applicable to the New Local Bonds shall also be in form and substance acceptable to the Local Bond Trustee.

New Plan Notes Offerings means, collectively, the New Convertible Notes Offering and the New Local Notes Offering.

New Plan Notes Offering Procedures means the New Convertible Notes Offering Procedures and the New Local Notes Offering Procedures.

New Securities and Documents has the meaning set forth in Section 5.5 of this Plan.

Non-Backstop Shareholders means all Holders of Existing Equity Interests other than the Backstop Shareholders.

Non-Complying Holder means any Holder of a General Unsecured Claim against LATAM Parent that (i) is not an Ineligible Holder and (ii) fails to comply, in any respect, with the applicable provisions of the New Plan Notes Offering Procedures including, for the avoidance of doubt, timely opening an account capable of holding Chilean securities and providing any new money required to subscribe to such Plan Securities.



Other Priority Claim means any Claim against any Debtor, other than an Administrative Expense Claim, DIP Claim, Professional Fees Claim or Priority Tax Claim, that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against any Debtor except a DIP Claim, RCF Claim or Spare Engine Facility Claim.

Parent GUC Ad Hoc Group has the meaning ascribed to it in the Restructuring Support Agreement.

Participating Holders of General Unsecured Claims means, collectively, the New Convertible Notes Class C Backstop Parties and the New Convertible Notes Class C Unsecured Creditors.

Person means any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

Petition Date means the Initial Petition Date or Subsequent Petition Date as applicable to each Debtor.

Piquero means Piquero Leasing Limited.

Piquero Consideration means \$100.00 in Cash.

Plan means this Joint Plan of Reorganization of LATAM Airlines Group S.A., *et al.* under Chapter 11 of the Bankruptcy Code, including all exhibits, supplements, appendices and schedules hereto or contained in the Plan Supplement, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof and the Restructuring Support Agreement.

Plan Equity Value means \$7,341,661,363.43⁷

Plan Securities means securities to be issued pursuant to this Plan, including the Reorganized LATAM Parent Stock, the New Convertible Notes, the New Local Notes and the New Convertible Notes Back-Up Shares.

Plan Supplement means the compilation of documents and forms of documents as amended from time to time in form and substance reasonably acceptable to the Commitment Creditors and the Backstop Shareholders (or such other standard as may be applicable to the specific documents constituting the Plan Supplement as provided in the Restructuring Support Agreement), that constitute Exhibits to this Plan filed with the Bankruptcy Court no later than April 12, 2022.

Prepetition Secured Agent Expenses means any and all fees, costs, expenses, disbursements, and contributions or indemnification obligations, including attorneys' or agents'

⁷ Illustrative assumption reflecting a distribution in the maximum amount of \$180,000,000.00 New Local Notes.



fees, costs, expenses or disbursements, incurred by any RCF Agent or Spare Engine Facility Agent, whether before, on or after the Effective Date to the extent (a) payable or reimbursable under any Prepetition Secured Credit Document, (b) incurred in connection with disbursements made pursuant to this Plan or the cancellation or discharge of any Prepetition Secured Credit Document or any other documents relating thereto, or (c) incurred in connection with taking any action required to implement this Plan or requested by the Debtors or the Reorganized Debtors, as applicable.

Prepetition Secured Credit Documents means the RCF Documents and the Spare Engine Facility Documents.

Prepetition Secured Debt means the RCF Facility and the Spare Engine Facility.

Prepetition Secured Lenders means the Spare Engine Facility Lenders together with the RCF Lenders, under the applicable Prepetition Secured Credit Documents.

Prepetition Secured Parties means the Spare Engine Facility Secured Parties together with the RCF Secured Parties, under the applicable Prepetition Secured Credit Documents.

Priority Tax Claim means any Claim of a Governmental Unit of a kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, including a Secured Tax Claim.

Professional means (a) any professional or other Person employed in the Chapter 11 Cases pursuant to section 327 or 1103 of the Bankruptcy Code or otherwise and (b) any professional or other Person awarded compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

Professional Fee Escrow Account means an interest-bearing escrow account to be funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Escrow Amount.

Professional Fee Escrow Amount means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates Professionals shall deliver to the Debtors as set forth in Section 3.1(b)(i) of this Plan.

Professional Fees Bar Date means the Business Day which is forty-five (45) days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

Professional Fees Claim means an Administrative Expense Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses or other charges incurred after the Petition Date and prior to and including the Effective Date.

Proof of Claim means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.



Pro Rata means, (i) with respect to the subscription for Class 5b Treatment with respect to an Allowed General Unsecured Claim against LATAM Parent, other than the allocation of the Total Allocation Amount, the proportion that (a) such Claim bears to (b) the aggregate amount of Allowed General Unsecured Claims against LATAM Parent, (ii) with respect to allocation of the Total Allocation Amount Gross Up among Total Allocation Amount 5a Claims, the proportion that (a) a Total Allocation Amount 5a Claim (in U.S. dollars or U.S. Dollar Equivalent), bears to (b) the aggregate amount (in U.S. dollars or U.S. Dollar Equivalent) of all Total Allocation Amount 5a Claims, (iii) with respect to allocation of the Total Allocation Amount Unused Allowed 5b Claim Gross Up among Unused Allowed 5b Claims, the proportion that (a) an Unused Allowed 5b Claim (in U.S. dollars or U.S. Dollar Equivalent), bears to (b) the aggregate amount (in U.S. dollars or U.S. Dollar Equivalent) of all Unused Allowed 5b Claim Claims, (iv) with respect to allocation of the Total Allocation Amount to an Allowed General Unsecured Claim against LATAM Parent that is receiving Class 5a Treatment or Class 5b Treatment under this Plan or is an Unused Allowed 5b Claim or Unused Allowed 5c Claim, the proportion that (a) such Claim (in U.S. dollars or U.S. Dollar Equivalent), bears to (b) the aggregate amount (in U.S. dollars or U.S. Dollar Equivalent) of all Allowed General Unsecured Claims against LATAM Parent that are receiving Class 5a Treatment or Class 5b Treatment under this Plan and Unused Allowed 5b Claims and Unused Allowed 5c Claim, and (v) with respect to any other Allowed Claim, the proportion that such Allowed Claim (in U.S. dollars or U.S. Dollar Equivalent) bears to the aggregate (in U.S. dollars or U.S. Dollar Equivalent) of all Allowed Claims in the applicable Class (or, where applicable, any particular subclass of Allowed Claims to the extent applicable); provided, for the avoidance of doubt, that each Creditor that holds an Allowed Claim against multiple Debtors arising out of the same liability shall be entitled to a single recovery under this Plan on account of such collective Allowed Claims.

Qatar means Qatar Airways Investments (UK) Ltd.

RCF Adequate Protection Stipulation means the *Stipulation and Agreed Order Concerning Adequate Protection*, ECF No. 1410.

RCF Administrative Agent means Citibank N.A., in its capacity as the administrative agent under the RCF Credit Agreement.

RCF Agents means the RCF Collateral Agents together with the RCF Administrative Agent.

RCF Claims means any Claim against any Debtor on account of, arising from or related to the RCF Credit Agreement or any other RCF Documents, including accrued but unpaid interest, costs, fees and indemnities. *RCF Collateral Agents* means Wilmington and Banco Citibank S.A., in their respective capacities as the collateral agents under the RCF Documents.

RCF Credit Agreement means that certain Credit and Guaranty Agreement, dated as of March 29, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time), by and among, the RCF Obligors, the RCF Lenders and the RCF Agents.



RCF Documents means the RCF Credit Agreement, the "Loan Documents" as defined in the RCF Credit Agreement, and all related agreements, documents, and instruments delivered or executed in connection with the RCF Facility.

RCF Facility means the credit facility provided under the RCF Credit Agreement.

RCF Guarantors means TAM Linhas Aéreas S.A., Transporte Aéreo S.A., Lan Cargo S.A, Tordo Aircraft Leasing Trust, Quetro Aircraft Leasing Trust and Caiquen Leasing LLC, as guarantors to the RCF Credit Agreement.

RCF Lenders means the syndicate of lenders party to the RCF Credit Agreement from time to time.

RCF Loans means the revolving loans in the aggregate principal amount of \$600 million provided by the RCF Lenders under the RCF Facility.

RCF Obligors means the RCF Guarantors together with LATAM Parent acting through its Florida branch, as borrower under the RCF Credit Agreement.

RCF Secured Parties means the RCF Agents, the RCF Lenders, and each other "Secured Party" as defined in the RCF Credit Agreement, in their respective capacities as such.

RCF Tranche A Exit Facility means the revolving credit facility to be provided pursuant to the Modified Existing RCF, which shall be undrawn on the Effective Date.

RCF Tranche A Exit Loans means the revolving commitments under the RCF Tranche A Exit Facility having an initial maximum availability in the aggregate of (x) \$600 million less (y) the aggregate principal amount of RCF Loans held by Holders of Class 1 Claims receiving Class 1b Treatment pursuant to Section 3.2(a) of this Plan.

RCF Tranche B Exit Facility means the term loan credit facility to be provided pursuant to the Modified Existing RCF.

RCF Tranche B Exit Loans means the term loans under the RCF Tranche B Exit Facility having an aggregate principal amount equal to the aggregate principal amount of the RCF Loans held by Holders of Class 1 Claims receiving Class 1b Treatment pursuant to Section 3.2(a) of this Plan.

RCF Voting Deadline means May 10, 2022, at 4:00 p.m. (prevailing Eastern Time).

RCF Voting Record Date means May 4, 2022.

Registration Rights Agreement means the registration rights agreement negotiated in good faith between the Commitment Creditors and LATAM Parent, in consultation with the Backstop Shareholders, covering registration of the applicable Plan Securities, to be effective on the Effective Date, binding on those parties as set forth in such agreement filed as an exhibit to the Plan Supplement, as may be amended, restated, supplemented, or otherwise modified, from



time to time, and in form and substance acceptable to the Debtors and the Requisite Commitment Creditors.

Reinstated means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest not Impaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before, on or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise occurred by the passage of time) of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensating the Holder of such Claim or Equity Interest (other than the Debtor or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Equity Interest entitles the Holder.

Reject means with respect to the rejection of this Plan by a Class of Claims or Equity Interests, votes cast (or deemed cast pursuant to an order of the Bankruptcy Court or the applicable provisions of the Bankruptcy Code) against this Plan by the requisite number and principal amount of Allowed Claims or Equity Interests in such Class as set forth in section 1126(c) and 1126(d), respectively, of the Bankruptcy Code.

Rejected Contracts means each of the Executory Contracts and Unexpired Leases rejected pursuant to Article VIII hereof, including those deemed rejected.

Related Person means, with respect to any Person, such Person's predecessors, successors, assigns and present and former subsidiaries and Affiliates (whether by operation of law or otherwise) and for each of the foregoing: each of their present or former directors and officers, and any Person claiming by or through them, members, partners, equity-holders, employees, representatives, present and former advisors and attorneys, notaries (pursuant to the laws of the United States and any other jurisdiction), auditors, agents and professionals, in each case acting in such capacity, and any Person claiming by or through any of them.

Released Parties means (i) each of the Debtor Released Parties, (ii) the Committee in its capacity as such, (iii) each of the Backstop Parties in their capacity as such, (iv) each of the DIP Secured Parties in their capacity as such, (v) the Eblen Group and CVL, each in their capacity as a party to the Restructuring Support Agreement and each of the Backstop Shareholders in their capacity as such, (vi) each of the Commitment Creditors in their capacity as such, (vii) each of the Prepetition Secured Parties in their capacities as such, (viii) the W&C Creditor Group Parties in their capacities as such, (ix) each agent, lender, or secured party under the Revised RCF Agreement, each in its capacity as such, (x) the Local Bond Trustee, in its capacity as such, (xi) the Joining Local Bondholders, in their capacities as such, and (xii) with

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respect to each of (ii)-(xi), such Person's predecessors, successors, assigns and for each of the foregoing, each of their present or former directors and officers, and any Person claiming by or through them, members, partners, equity-holders, employees, representatives, advisors, attorneys, notaries (pursuant to the laws of the United States and any other jurisdiction), auditors, agents and professionals, in each case acting in such capacity, and any Person claiming by or through any of them, for each of the foregoing in their capacity as such.

Releasing Parties means each of the Debtors, the Reorganized Debtors, and any Person seeking to exercise the rights of the Debtors' Estates, including any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, the Committee and all Related Persons of each of the foregoing.

Reorganized Debtors means the Debtors, in each case, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, including Reorganized LATAM Parent.

Reorganized LATAM Parent means LATAM Parent, or any successor thereto, on or after the Effective Date.

Reorganized LATAM Parent Board means the board of directors of Reorganized LATAM Parent.

Reorganized LATAM Parent Stock means, collectively, the ERO New Common Stock, the Existing Equity Interests and the New Convertible Notes Back-Up Shares.

Requisite Backstop Shareholders means at least two unaffiliated Backstop Shareholders.

Requisite Commitment Creditors means those Commitment Creditors holding greater than 50% in principal amount of the aggregate outstanding principal amount of Allowed Claims against LATAM Parent held by the Commitment Creditors.

Requisite Joining Local Bondholders means, at any given time, Joining Local Bondholders that have not had their respective Local Bondholder Joinder Agreements terminated and that cumulatively hold at least 66 2/3% of the aggregate amount of Local Bonds held by all Joining Local Bondholders that have not had their respective Local Bondholder Joinder Agreements terminated.

Restructuring Documents means, collectively, this Plan and the Plan Supplement, the Disclosure Statement, the Disclosure Statement Supplement, the Disclosure Statement Order, the Disclosure Statement Supplemental Order, the Confirmation Order, the Restructuring Support Agreement, the Backstop Agreements, the order of the Bankruptcy Court approving the Debtors' entry into the Backstop Agreements, the Registration Rights Agreement, the Exit Notes/Loan Agreement, the Exit RCF Agreement, the Revised RCF Agreement, the Exit Notes/Loan Agreement, the Revised Spare Engine Facility Agreement and the New Plan Notes Documents, the definitive documentation with respect to the ERO Rights Offering and New Plan Notes Offering, the Shareholders' Agreement, and all other documents, agreements, and instruments, necessary or desirable to implement or consummate this Plan, including those



described in Section 1(b) of the Restructuring Support Agreement and any amendments, modifications or supplements to the foregoing.

Restructuring Support Agreement means that certain Restructuring Support Agreement (including all exhibits, schedules, joinders and attachments thereto) filed as an exhibit to the Disclosure Statement (as may be amended, restated, supplemented or otherwise modified in accordance with the provisions therein).

Restructuring Transaction has the meaning set forth in Section 5.7 of this Plan.

Revised RCF Agreement means the credit agreement providing for the Modified Existing RCF pursuant to this Plan, (a) the proposed form of which the Debtors shall deliver to the RCF Administrative Agent at least (5) Business Days before the RCF Voting Deadline, and (b) the material terms of which will be filed prior to the Confirmation Hearing. The material terms of the Revised RCF Agreement filed prior to the Confirmation Hearing and the final form of the Revised RCF Agreement shall be in form and substance acceptable with respect to material terms, including economic terms, and otherwise reasonably acceptable, to (i) the Debtors, (ii) the Requisite Commitment Creditors, (iii) the Backstop Shareholders, and (iv) the arranger, administrative agent and collateral agent(s) under such agreement and each Holder of Class 1 Claims that elects Class 1a Treatment.

Revised RCF Documents means "Loan Documents" as defined in the Revised RCF Agreement.

Revised Spare Engine Facility Agreement means the credit agreement providing for a credit facility to refinance or replace the Spare Engine Facility on the Effective Date pursuant to this Plan, the material terms of which will be filed prior to the Confirmation Hearing, in form and substance (i) acceptable with respect to material terms, including economic terms, to the Debtors, the Requisite Commitment Creditors and the Backstop Shareholders and (ii) otherwise reasonably acceptable to the Debtors, the Requisite Commitment Creditors, the Backstop Shareholders and the arranger, administrative agent and collateral agent(s) under such agreement.

Sales Agent means, with respect to Class 5a Treatment, one or more financial institutions identified by the Debtors or Reorganized Debtors to facilitate the sale of New Convertible Notes Class A that otherwise would have been distributed to Ineligible Holders with Allowed Claims in Class 5 of this Plan.

Scheduled means with respect to any Claim, the status and amount, if any, of such Claim as set forth in the Schedules.

Schedules means the schedules of assets and liabilities and the statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the Bankruptcy Rules, as such schedules have been or may be further modified, amended or supplemented in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

Secured Claim means any Claim against any Debtor that is (i) secured by a Lien on property in which such Debtor's Estate has an interest or that is subject to set off under



section 553 of the Bankruptcy Code, to the extent of the value of the Holder of Claim's interest in the applicable Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code or (ii) Allowed as a Secured Claim pursuant to this Plan or a Final Order of the Bankruptcy Court.

Secured Tax Claim means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

Securities Act means the Securities Act of 1933, as amended.

Series A Local Bonds means those local bonds sold by LATAM Parent, as issuer, on the Santiago Stock Exchange on August 17, 2017, which mature on June 1, 2028, and which, as of the Initial Petition Date, the principal nominal amount was \$89.2 million⁸ plus unliquidated amounts including interest, fees, expenses, charges and other obligations.

Series B Local Bonds means those local bonds sold by LATAM Parent, as issuer, on the Santiago Stock Exchange on August 17, 2017, which mature on January 1, 2028, and which, as of the Initial Petition Date, the principal nominal amount was \$89.2 million⁹ plus unliquidated amounts including interest, fees, expenses, charges and other obligations.

Series C Local Bonds means those local bonds sold by LATAM Parent, as issuer, on the Santiago Stock Exchange on August 17, 2017, which mature on June 1, 2022, and which, as of the Initial Petition Date, the principal nominal amount was \$65.98 million¹⁰ plus unliquidated amounts including interest, fees, expenses, charges and other obligations.

Series D Local Bonds means those local bonds sold by LATAM Parent, as issuer, on the Santiago Stock Exchange on August 17, 2017, which mature on January 1, 2028, and which, as of the Initial Petition Date, the principal nominal amount was \$65.98 million¹¹ plus unliquidated amounts including interest, fees, expenses, charges and other obligations.

Series E Local Bonds means those local bonds sold by LATAM Parent, as issuer, on the Santiago Stock Exchange on July 6, 2019, which mature in April 2029, and as of the Initial Petition Date, the principal nominal amount was \$178.3 million¹² plus unliquidated amounts including interest, fees, expenses, charges and other obligations.

Shareholders' Agreement has the definition set forth in Section 5.13 hereof.

Short Term Bank Loans means that series of short-term local unsecured bank loans provided by ScotiaBank Chile S.A., Banco del Estado de Chile, HSBC Bank (Chile), and Itaú Corpbanca maturing from May 2020 until September 2020.

⁸ Denominated in UF as UF 2,500,000.

⁹ Denominated in UF as UF 2,500,000.

¹⁰ Denominated in UF as UF 1,850,000.

¹¹ Denominated in UF as UF 1,850,000.

¹² Denominated in UF as UF 5,000,000.



SOL means those certain Spanish Operating Leases through which aircraft are leased directly to LATAM Parent or TAM Linhas Aéreas S.A.

Spare Engine Facility means the credit facility provided under the Spare Engine Facility Agreement.

Spare Engine Facility Adequate Protection Stipulation means the *Stipulation and Agreed Order Concerning Adequate Protection*, ECF No. 1072.

Spare Engine Facility Agent means Crédit Agricole Corporate and Investment Bank in its capacity as Agent and Security Agent under the Spare Engine Facility Agreement.

Spare Engine Facility Agreement means that certain Amended and Restated Loan Agreement, dated as of June 29, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time) by and among the Spare Engine Facility Borrower, the Spare Engine Facility Lenders and the Spare Engine Facility Agent.

Spare Engine Facility Borrower means LATAM Parent, acting through its Florida branch, as borrower under the Spare Engine Facility Agreement.

Spare Engine Facility Claims means any Claim against any Debtor on account of, arising from or related to the Spare Engine Facility Agreement or other Spare Engine Facility Documents including accrued but unpaid interest, costs, fees and indemnities.

Spare Engine Facility Documents means the Spare Engine Facility Agreement, the "Loan Documents" as defined in the Spare Engine Facility Agreement, and all related agreements, documents, and instruments delivered or executed in connection with the Spare Engine Facility.

Spare Engine Facility Lenders means the lenders party to the Spare Engine Facility Agreement from time to time.

Spare Engine Facility Secured Parties means the Spare Engine Facility Lenders together with Crédit Agricole Corporate and Investment Bank in its capacity as Spare Engine Facility Agent and Arranger under the Spare Engine Facility Agreement.

SPVs means the various entities incorporated in the Cayman Islands and Delaware, some of which are owned by LATAM Parent.

SPV Financings means the EETC Facilities together with the EX-IM Facilities, ECA Facilities and Aircraft Bank Loans.

Subsequent Debtors means those Affiliates of LATAM Parent who filed their voluntary petitions for relief on July 7 or July 9, 2020, including Piquero Leasing Limited, TAM S.A.; TAM Linhas Aéreas S.A., ABSA Aerolinhas Brasileiras S.A., Prismah Fidelidade Ltda., Fidelidade Viagens e Turismo S.A., TP Franchising Ltda., Holdco I S.A. and Multiplus Corretora de Seguros Ltda.

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Subsequent Petition Date means July 7, 2020 or July 9, 2020 as applicable to each Subsequent Debtor.

Subsidiary Equity Interest means any Equity Interest in any Debtor other than LATAM Parent.

Supplemental Bar Date Order means the *Order Establishing Supplemental Bar Date for Filing Proofs of Claim Applicable Only to Those Claimants List on Exhibit I*, ECF No. 1503.

Supplemental Submission means *Supplemental Submission in Furtherance of Debtors' Motion for Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Granting Superpriority Administrative Expense Claims and (II) Granting Related Relief*, ECF No. 1079.

Tax Leases means those tax leasing structures through instruments styled as a SOL, JOL or JOLCO relating to sixteen aircraft leased directly to LATAM Parent or TAM Linhas Aéreas S.A.

Total Allocation Amount means Allocation Distributable Amount minus (i) any fees paid to the Commitment Creditors or Backstop Shareholders in connection with any extension of the End Date of the Backstop Agreements through November 30, 2022, including any Extension Payment (as defined in the Commitment Creditors' Backstop Agreement) and (ii) an amount equal to all the Plan-related settlements entered into following May 11, 2022 and paid in Cash by the Debtors so long as such settlements are supported by the Requisite Commitment Creditors (and after consultation with the Local Bond Trustee and the Committee).

Total Allocation Amount Class 5a Claim means any Allowed General Unsecured Claim against LATAM Parent that receives Class 5a Treatment or that is an Unused Allowed 5c Claim.

Total Allocation Amount Gross Up means, to the extent the Total Allocation Amount Threshold is a positive number, an amount equal to sum of the Total Allocation Amount Threshold in respect of all Total Allocation Amount Class 5a Claims, which shall be funded by (a) reducing on a Pro Rata basis the Total Allocation Amount that otherwise would be paid to the New Convertible Notes Class C Backstop Parties on account of their Allowed General Unsecured Claims against LATAM Parent receiving Class 5b Treatment and, to the extent such reduction does not equal the Total Allocation Amount Threshold, (b) reducing the aggregate amount of the Backstop Payment (as defined in the Commitment Creditors Backstop Agreement) payable to the Backstop Parties under the Commitment Creditors Backstop Agreement. For the avoidance of doubt, the sum of Total Allocation Amount Unused Allowed 5b Claim Gross Up and the Total Allocation Amount Gross Up, in the aggregate, shall not exceed the sum of (a) the Total Allocation Amount that otherwise would be paid to the New Convertible Notes Class C Backstop Parties on account of their Allowed General Unsecured Claims against LATAM Parent receiving Class 5b Treatment and (b) the aggregate amount of the Backstop Payment (as defined in the Commitment Creditors Backstop Agreement) payable to New Convertible Notes Class C Backstop Parties under the Commitment Creditors Backstop Agreement.



Total Allocation Amount Threshold means, with respect to each Total Allocation Amount Class 5a Claim, an amount in Cash equal to (A) the product of (x) 0.04875 and (y) such Total Allocation Amount Class 5a Claim, less (B) an amount equal to the Pro Rata share of the Total Allocation Amount distributable to such Total Allocation Amount Class 5a Claim under this Plan.

Total Allocation Amount Unused Allowed 5b Claim Gross Up means, to the extent the Total Allocation Amount Unused Allowed 5b Claim Threshold is a positive number, an amount equal to sum of the Total Allocation Amount Unused Allowed 5b Claim Threshold in respect of all Unused Allowed 5b Claims, which shall be funded by (a) reducing on a Pro Rata basis the Total Allocation Amount that otherwise would be paid to the New Convertible Notes Class C Backstop Parties on account of their Allowed General Unsecured Claims against LATAM Parent receiving Class 5b Treatment and, to the extent such reduction does not equal the Total Allocation Amount Threshold, (b) reducing the aggregate amount of the Backstop Payment (as defined in the Commitment Creditors Backstop Agreement) payable to the Backstop Parties under the Commitment Creditors Backstop Agreement. For the avoidance of doubt, the sum of Total Allocation Amount Unused Allowed 5b Claim Gross Up and the Total Allocation Amount Gross Up, in the aggregate, shall not exceed the sum of (a) the Total Allocation Amount that otherwise would be paid to the New Convertible Notes Class C Backstop Parties on account of their Allowed General Unsecured Claims against LATAM Parent receiving Class 5b Treatment and (b) the aggregate amount of the Backstop Payment (as defined in the Commitment Creditors Backstop Agreement) payable to New Convertible Notes Class C Backstop Parties under the Commitment Creditors Backstop Agreement.

Total Allocation Amount Unused Allowed 5b Claim Threshold means, with respect to each Unused Allowed 5b Claim, an amount in Cash equal to (A) the product of (x) 0.024375 and (y) such Unused Allowed 5b Claim, less (B) an amount equal to the Pro Rata share of the Total Allocation Amount distributable to such Unused Allowed 5b Claim under this Plan.

Transfer means, with respect to any security or the right to receive a security or to participate in any offering of any security, the sale, transfer, pledge, hypothecation, encumbrance, assignment, constructive sale, participation in or other disposition of such security or right or the beneficial ownership thereof, the offer to make such a sale, transfer, constructive sale or other disposition, and each option, agreement, arrangement or understanding, whether or not in writing and whether or not directly or indirectly, to effect any of the foregoing. The term "constructive sale" for purposes of this definition means (i) a short sale with respect to such security or right, (ii) entering into or acquiring an offsetting derivative contract with respect to such security or right, (iii) entering into or acquiring a futures or forward contract to deliver such security or right or (iv) entering into any transaction that has substantially the same effect as any of the foregoing. The term "beneficially owned" or "beneficial ownership" as used in this definition shall include, with respect to any security or right, the beneficial ownership of such security or right by a Person and by any direct or indirect subsidiary of such Person.

Treatment Objection has the meaning set forth in Section 8.12 of this Plan.



UF means Unidades de Fomento, the daily indexed Chilean peso-denominated monetary unit that takes into account the effect of the Chilean inflation rate.

Unexpired Lease means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

Unimpaired means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

Unused Allowed 5b Claims has the meaning set forth in Section 3.2(e) of this Plan.

Unused Allowed 5c Claims has the meaning set forth in Section 3.2(e) of this Plan.

U.S. Dollar Equivalent means the amount of U.S. dollars obtained by converting any Claim not in U.S. dollars into U.S. dollars at the opening rate for the purchase of U.S. dollars as published in Bloomberg News (or, if Bloomberg News did not publish the rate or if such information is no longer available, such published sources as may be selected in good faith by the Debtors) on one of the following dates, as applicable: (i) with respect to an Allowed amount of a Claim or a Pro Rata share of Allowed Claims, the Petition Date; or (ii) with respect to a distribution on or after the Effective Date, one day before the date of such distribution.

U.S. Trustee means the United States Trustee appointed under section 581 of title 28 of the United States Code to serve in the Southern District of New York.

Voting Deadline means, as applicable to each Claim, the General Voting Deadline or the RCF Voting Deadline (in each case as may have been or may be extended in accordance with the Disclosure Statement Order or Supplemental Disclosure Statement Order).

Voting Record Date means, as applicable to each Claim, the General Voting Record Date, the Local Bonds Voting Record Date or the RCF Voting Record Date.

W&C means White & Case LLP.

W&C Creditor Group Fees means the reasonable and documented fees, expenses, disbursements and other costs incurred in connection with the Chapter 11 Cases through January 12, 2022 by the Ad Hoc Group of LATAM Bondholders, up to a maximum aggregate amount of \$15,000,000, including, but not limited to fees, expenses and disbursements incurred by W&C, Moelis and any other attorneys engaged by the Ad Hoc Group of LATAM Bondholders (or on its behalf) or financial advisors representing the Ad Hoc Group of LATAM Bondholders to be paid by the Debtors to W&C (in their capacity as counsel for the Ad Hoc Group of LATAM Bondholders) in accordance with the W&C Creditor Group Joinder Agreements and this Plan; provided, however, in the event that any W&C Creditor Group Joinder Agreement is terminated by the Debtors in accordance with Section 7(b) of such W&C Creditor Group Joinder Agreement, to the extent W&C Creditor Group Fees are still payable in accordance with other W&C Creditor Group Joinder Agreements or this Plan, W&C shall not reimburse such W&C



Creditor Group Party whose W&C Creditor Group Joinder Agreement has been terminated by the Debtors and the amount of the W&C Creditor Group Fees payable by the Debtors pursuant to the W&C Creditor Group Joinder Agreements or under this Plan shall be reduced by the portion of W&C Creditor Group Fees that would otherwise payable or reimbursable to such W&C Creditor Group Party that was party to such terminated W&C Creditor Group Joinder Agreement or payable to any legal counsel or financial advisor to the Ad Hoc Group of LATAM Bondholders on such W&C Creditor Group Party's behalf. For the avoidance of doubt, upon termination of all W&C Creditor Group Joinder Agreements pursuant to Section 7(b)(ii)(2) of the respective W&C Creditor Group Joinder Agreements, the Debtors shall not be required to pay any W&C Creditor Group Fees incurred.

W&C Creditor Group Joinder Agreement means each of those certain joinder agreements to the Restructuring Support Agreement executed and delivered to the Debtors on or about February 10, 2022 by each of the Initial W&C Creditor Group Parties and any joinder agreement executed and delivered to the Debtors by any successor or assign to any W&C Creditor Group Party in accordance with the terms of its respective W&C Creditor Group Joinder Agreement, each substantially similar in form and substance to the joinder agreement attached as Exhibit F- 2 to the Restructuring Support Agreement.

W&C Creditor Group Parties means the Initial W&C Creditor Group Parties, and any successor or assign to any of the foregoing entities' rights and obligations under the Restructuring Support Agreement in accordance with the terms of its respective W&C Creditor Group Joinder Agreement.

W&C Initial Creditor Group Fees means the reasonable and documented fees, expenses, disbursements and other costs of counsel retained by or on behalf of the Ad Hoc Group of LATAM Bondholders capped at W&C, one conflicts counsel, one Chilean counsel, one Cayman counsel, and, subject to approval by the Debtors, any additional counsel retained by or on behalf of the Ad Hoc Group of LATAM Bondholders, collectively incurred by the Ad Hoc Group of LATAM Bondholders from (i) January 13, 2022 through the later of the entry of the Confirmation Order and resolution of any applicable appeals, and (ii) after the later of the entry of the Confirmation Order and resolution of any applicable appeals, through the Effective Date, subject to a cap to be mutually agreed by the Debtors and W&C; in the case of the foregoing (i) and (ii) for (a) the negotiation and execution of the W&C Creditor Group Joinder Agreements and related documents executed by the Initial W&C Creditor Group Parties and (b) the approval of the Disclosure Statement and the Approved Plan, (c) fees incurred in filing any affirmative, responsive or defensive pleadings in opposition to any motion, claim, application, objection, adversary proceeding or other pleading made by any person or entity relating to or otherwise challenging the allowance or treatment of any Joining Party's Participating Claims as contemplated by the Restructuring Term Sheet, including with respect to the Objection of the Official Committee of Unsecured Creditors to Claim Asserted by LATAM Finance Ltd. [ECF No. 4043], and (d) taking any other action at the request of the Debtors, as described in Section 4.01(a)(6) of the Restructuring Support Agreement, to be paid by the Debtors to W&C (in their capacity as counsel for the Initial W&C Creditor Group Parties); provided, however, in the event that any W&C Creditor Group Joinder Agreement is terminated by the Debtors in accordance with Section 7(b) of such W&C Creditor Group Joinder Agreement, to the extent that W&C Initial Creditor Group Fees are still payable in accordance with other W&C Creditor Group

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Joinder Agreements or this Plan, W&C shall not reimburse such W&C Creditor Group Party whose W&C Creditor Group Joinder Agreement has been terminated by the Debtors and the amount of the W&C Initial Creditor Group Fees payable by the Debtors under this Plan shall be reduced by the portion of W&C Initial Creditor Group Fees that was actually paid by such W&C Initial Creditor Group Party that was party to such terminated W&C Creditor Group Joinder Agreement to W&C or other legal counsel to the Ad Hoc Group of LATAM Bondholders. W&C shall provide the Debtors with the following information with respect to the W&C Initial Creditor Group Fees: (a) monthly fee statements of W&C and any other legal counsel seeking payment under this provision fifteen (15) days after the end of each calendar month, (b) a "flash" report every two weeks of fees incurred during the prior two-week period (as reflected on the billing system of W&C and any other legal counsel seeking payment under this provision) and (c) good faith estimates, as reasonably requested by the Debtors, of fees incurred or to be incurred with respect to a specific matter. For the avoidance of doubt, upon termination of all W&C Creditor Group Joinder Agreements pursuant to Section 7(b)(ii)(2) of the respective W&C Creditor Group Joinder Agreements, the Debtors shall not be required to pay any W&C Initial Creditor Group Fees incurred after such termination.

Wilmington means Wilmington Trust Company.

1.2 Exhibits to this Plan. All Exhibits, including those in the Plan Supplement, are incorporated into and are a part of this Plan as if set forth in full herein. Holders of Claims and Equity Interests may obtain a copy of the Exhibits, including those in the Plan Supplement, upon written request to the Debtors. The Exhibits, including those in the Plan Supplement, may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, obtained by written request to counsel to the Debtors or obtained on the website of the Debtors' claims and noticing agent at <http://cases.primeclerk.com/LATAM>.

1.3 Rules of Interpretation and Computation of Time. For purposes of this Plan, unless otherwise provided herein:

- (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural;
- (b) any reference in this Plan to an existing document or schedule Filed or to be Filed means such document or schedule, as it may have been or may be amended, modified or supplemented in accordance with this Plan;
- (c) any reference to a Person as a Holder of a Claim or Equity Interest includes that Person's successors and assigns;
- (d) unless otherwise specified herein, all references in this Plan to Sections and Articles are references to Sections and Articles of this Plan;
- (e) unless otherwise specified herein, the words "herein," "hereunder," "hereof" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan;



(f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan;

(g) subject to the provisions of any contract, certificates of incorporation, by-laws, instrument, release or other agreement or document entered into in connection with and pursuant to this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules;

(h) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation";

(i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to this Plan; and

(j) in computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

In the event of an actual conflict between the consent and consultation rights set forth in the Restructuring Support Agreement, on the one hand, and this Plan, on the other, the consent and consultation rights set forth in the Restructuring Support Agreement shall control; provided that the foregoing shall not apply with respect to the consultation rights afforded the Backstop Local Bondholders and the Committee under the definition of "Total Allocation Amount" under this Plan and furthermore shall not limit any additional consent or consultation rights granted in this Plan. In the event of an inconsistency between this Plan and the Disclosure Statement or the Disclosure Statement Supplement, the terms of this Plan shall control in all respects. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Restructuring Support Agreement and this Plan, except with respect to consent and consultation rights and approvals as set forth above, this Plan shall control. In the event of an inconsistency between the Backstop Agreements (as approved by the Backstop Order) and this Plan, the Backstop Agreements (as approved by the Backstop Order) shall control. In the event of an inconsistency between the Confirmation Order and this Plan, the Confirmation Order shall control. In the event of an inconsistency between the Confirmation Order and the Backstop Order, the Confirmation Order shall control.

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ARTICLE II CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

All Claims, except Administrative Expense Claims, Priority Tax Claims, Other Priority Claims and DIP Claims are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Priority Tax Claims, Other Priority Claims and DIP Claims have not been classified as described below.

A Claim or an Equity Interest is placed in a particular Class only to the extent that the Claim or Equity Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Equity Interest falls within the description of such other Classes. A Claim or Equity Interest is also placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Equity Interest in that Class and such Claim or Equity Interest has not been paid, released or otherwise settled prior to the Effective Date.

2.1 Unclassified Claims Against All Debtors

The following constitute unclassified Claims that are Unimpaired and, therefore, not entitled to vote on this Plan:

- (i) Administrative Expense Claims;
- (ii) Priority Tax Claims;
- (iii) Other Priority Claims; and
- (iv) DIP Claims.

2.2 Classification of Claims Against All Debtors and Equity Interests in Debtors

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for the purposes of confirmation by acceptance of this Plan by an Impaired Class of Claims; provided, however, that in the event no Holder of a Claim with respect to a specific Class for a particular Debtor timely submits a Ballot that complies with the Disclosure Statement Order and the Disclosure Statement Supplemental Order indicating acceptance or rejection of this Plan, such Class will be presumed to have Accepted this Plan. The Debtors may seek confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests.

The following chart assigns a number to each Class of Claims and Equity Interests for purposes of identifying such Class. The classification and treatment of Classes of Claims and Equity Interests is consistent for each Debtor, but for certain of the Debtors, there are no Claims or Equity Interests, as applicable, in one or more Classes of Claims or Equity Interests, and such Classes shall be treated as set forth in Article III of this Plan.



Summary of Classification of Claims and Equity Interests			
Class	Claim	Status	Voting Rights Pursuant to Section 1126 of the Bankruptcy Code
1	RCF Claims	Impaired	Entitled to Vote
2	Spare Engine Facility Claims	Unimpaired	Presumed to Accept
3	Other Secured Claims	Unimpaired	Presumed to Accept
4	LATAM 2024/2026 Bond Claims	Unimpaired	Presumed to Accept
5	General Unsecured Claims against LATAM Parent	Impaired	Entitled to Vote
6	General Unsecured Claims against each Debtor other than LATAM Parent, Piquero Leasing Limited and LATAM Finance Ltd.	Unimpaired	Presumed to Accept
7	General Unsecured Claim against Piquero Leasing Limited	Impaired	Entitled to Vote
8	Litigation Claims	Unimpaired	Presumed to Accept
9	Intercompany Claims	Unimpaired	Presumed to Accept
10	Equity Interests in LATAM Parent	Impaired	Deemed to Reject pursuant to Section 1126(g) of the Bankruptcy Code
11	Equity Interests in each Debtor other than LATAM Parent	Unimpaired	Presumed to Accept pursuant to Section 1126(f) of the Bankruptcy Code

ARTICLE III
TREATMENT OF CLAIMS AND EQUITY INTERESTS

3.1 Unclassified Claims

(a) *Administrative Expense Claims Generally.* Subject to the provisions of sections 330(a), 331 and 503(b) of the Bankruptcy Code, each Allowed Administrative Expense Claim shall be paid in full by the Disbursing Agent, at the election of the Disbursing Agent (i) in Cash, in such amount as is incurred in the ordinary course of business by the Debtors, or in such amount as such Administrative Expense Claim is Allowed by the Bankruptcy Court upon the later of the Initial Distribution Date or the date upon which there is a Final Order allowing such Administrative Expense Claim, (ii) upon such other terms as may exist in the ordinary course of the Debtors' business, or (iii) upon such other terms as may be agreed upon in writing between

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the Holder of such Allowed Administrative Expense Claim and the Disbursing Agent, in each case in full satisfaction, settlement, discharge and release of such Allowed Administrative Expense Claim. For the avoidance of doubt, any Allowed Administrative Expense Claims held by the IRS shall be paid in full on the Effective Date.

(b) *Professional Fees.*

(i) *Professional Fee Escrow Amount.* Professionals shall estimate in good faith their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services compensable by the Debtors' Estates before and as of the Effective Date and shall deliver such reasonable, good faith estimate to the Debtors no later than five (5) Business Days prior to the Effective Date.

(ii) *Professional Fee Escrow Account.* As soon as reasonably practicable after the Confirmation Date, and no later than one (1) Business Day prior to the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates, the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from the funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by an order of the Bankruptcy Court; provided, however, that obligations with respect to Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further notice to or action, order or approval of the Bankruptcy Court.

(iii) *Final Fee Applications.* All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court by the Professional Fees Bar Date. Such requests shall be filed with the Bankruptcy Court and served as required by the Case Management Order. The objection deadline relating to the final requests shall be 4:00 p.m. (prevailing Eastern Time) on the date that is fourteen (14) days after the filing deadline. If no objections are timely filed and properly served in accordance with the Case Management Order with respect to a given request, or all timely objections are subsequently resolved, such Professional shall submit to the Bankruptcy Court for consideration a proposed order approving the Professional Fee Claim as an Allowed Administrative Expense Claim in the amount requested (or in the amount otherwise agreed), and the order may be entered without a hearing or further notice to any party. The Allowed amounts of any Professional Fee Claims subject to unresolved timely objections shall be determined by the Bankruptcy Court at a hearing to be held no sooner than ten (10) days after the objection deadline. All distributions on account of Allowed Professional Fee Claims shall be made as soon as reasonably practicable after such



Claims become Allowed. Notwithstanding anything to the contrary herein (except for Section 3.1(g)), the provisions regarding the reimbursement of the Backstop Local Bondholder Fees, W&C Creditor Group Fees, W&C Initial Creditor Group Fees and the professional fees and expenses of the Commitment Creditors and Backstop Shareholders as set forth in the Restructuring Support Agreement and the Backstop Agreements, respectively, shall continue through the Effective Date and, for the avoidance of doubt, such professionals shall not be required to file any request for payment of such amounts, and the payment of such amounts shall not be subject to the approval process otherwise described in this paragraph or any other approval applicable to Allowed Professional Fee Claims.

(iv) *Payment of Interim Amounts.* Professionals shall be paid pursuant to the "Monthly Statement" process set forth in the Interim Compensation Order with respect to all calendar months ending prior to the Confirmation Date.

(v) *Post-Confirmation Date Fees.* Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors and Reorganized Debtors may employ and pay all Professionals in the ordinary course of business (including with respect to the month in which the Confirmation Date occurred) without any further notice to, action by or order or approval of the Bankruptcy Court or any other party.

(c) *Priority Tax Claims.* The legal, equitable and contractual rights of the Holders of Allowed Priority Tax Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, in full satisfaction, settlement, discharge and release of such Allowed Priority Tax Claim, at the election of the Disbursing Agent, each Holder of such Allowed Priority Tax Claim shall receive: (a) Cash equal to the amount of such Allowed Priority Tax Claim; (b) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing; or (c) for every Priority Tax Claim, such other treatment that complies with section 1129(a)(9)(C) of the Bankruptcy Code and such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code; provided, for the avoidance of doubt, the Priority Tax Claims held by the IRS shall be paid (x) in full over five years from the Petition Date pursuant to Section 1129(a)(9)(C) of the Bankruptcy Code and (y) shall be paid in equal amounts on a monthly basis, including interest on the amounts payable thereafter, pursuant to 26 U.S.C. 6621, with the first payment to be made on or before the date which is thirty (30) days after the Effective Date. On the Effective Date, the Liens (if any) securing any Priority Tax Claims shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person; provided that the foregoing sentence shall not be applicable to the Liens held by the IRS.

(d) *Other Priority Claims.* The legal, equitable and contractual rights of the Holders of Allowed Other Priority Claims are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Other Priority

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Claim is an Allowed Other Priority Claim as of the Effective Date or (ii) the date on which such Other Priority Claim becomes an Allowed Claim, in full satisfaction, settlement, discharge and release of such Allowed Other Priority Claim, at the election of the Disbursing Agent, each Holder of such Allowed Other Priority Claim shall receive: (x) Cash equal to the amount of such Allowed Other Priority Claim; or (y) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed Other Priority Claim shall have agreed upon in writing.

(e) *DIP Claims.*

(i) *Allowance of DIP Claims.* All DIP Claims shall be deemed Allowed as of the Effective Date in an aggregate amount due and owing under the DIP Credit Agreement including, for the avoidance of doubt, (a) the principal amounts outstanding under the DIP Facility on such date; (b) all interest accrued and unpaid thereon through and including the date of payment; and (c) all accrued fees, costs, expenses, and indemnification obligations payable under the DIP Facility Documents. For the avoidance of doubt, the DIP Claims shall not be subject to any avoidance, reduction, setoff, recoupment, recharacterization, subordination (equitable or contractual or otherwise), counterclaim, defense, disallowance, impairment, objection or any challenges under applicable law or regulation.

(ii) *Treatment.* On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed DIP Claim shall receive, as applicable: (x) such treatment as provided for in the Exit Notes/Loan Agreement to the extent applicable to such Holder of an Allowed DIP Claim, (y) Cash equal to the amount of such Allowed DIP Claim; or (z) such other less favorable treatment as to which the Disbursing Agent and the Holder of such Allowed DIP Claim shall have agreed upon in writing.

(iii) *Release of Liens and Discharge of Obligations.* Distributions to the Holders of Allowed DIP Claims shall be deemed completed when made to or at the direction of the DIP Agents. Contemporaneously with the foregoing payment, the DIP Facility and the DIP Facility Documents shall be deemed terminated, all Liens on the property of the Debtors and Reorganized Debtors arising out of or related to the DIP Facility shall automatically terminate, all obligations of the Debtors and/or the Reorganized Debtors arising out of or related to the DIP Claims shall be automatically discharged and released and all collateral subject to such Liens shall be automatically released, in each case without further action by the DIP Agents or DIP Lenders. The DIP Agents and the DIP Lenders shall take all actions necessary to effectuate and confirm such termination, release and discharge as reasonably requested by the Debtors or the Reorganized Debtors including, for the avoidance of doubt, executing any termination and release of security interests. Notwithstanding any other provision of this Plan, (i) any provision of the DIP Facility Documents governing the DIP Facility that by their terms survive payoff and termination shall survive in accordance with the terms of the DIP Facility Documents and (ii) the provisions of the DIP Facility Documents shall survive to the extent necessary to preserve any rights of the DIP Agents against any money or property distributable to the Holder of Allowed DIP Claims and to appear and be heard in the Chapter 11 Cases or any related proceeding for the purposes of enforcing the obligations owed to the DIP Agent under this Plan.



(iv) *Fees and Expenses.* To the extent not previously paid by the Debtors during the course of the Chapter 11 Cases, on the Effective Date and thereafter as invoiced, the Debtors shall pay the fees, expenses, disbursements, contribution or indemnification obligations, including attorneys' and agents' fees, costs, expenses and disbursements incurred by the DIP Agents and the DIP Lenders, as provided for under the DIP Credit Agreement and the DIP Orders, as applicable. Such fees, costs, expenses, disbursements, contribution or indemnification obligations shall constitute Allowed Administrative Claims. Nothing herein shall require the DIP Agents or DIP Lenders or their respective Professionals to file applications or proofs of claims, or otherwise seek approval of the Bankruptcy Court, as a condition to payment of such Allowed Administrative Claims.

(f) *Commitment Creditor Fees and Backstop Shareholder Fees*

To the extent not previously paid by the Debtors during the course of the Chapter 11 Cases, and otherwise in accordance with the Backstop Agreements, the Debtors agree that (a) they shall pay to the Backstop Shareholders and Commitment Creditors the Backstop Shareholder Fees and the Commitment Creditor Fees, in each case to the extent properly invoiced, (i) upon Bankruptcy Court approval of each Backstop Agreement, such Backstop Shareholder Fees and Commitment Creditor Fees that are respectively accrued through the date of such approval in full in Cash as soon as practicable thereafter, and in any event within one (1) Business Day thereof, and (ii) following Bankruptcy Court approval of each Backstop Agreement, with respect to such Backstop Shareholder Fees and the Commitment Creditor Fees that are respectively due and payable, each month within ten (10) days of receiving an invoice from such Commitment Creditor or Backstop Shareholder (or their advisors) in full in Cash, (b) on the Effective Date, or such earlier date following entry of the Confirmation Order when payment may become due, they shall pay any such other backstop payments as the Debtors have agreed to pay any of the Backstop Parties pursuant to the Commitment Creditor Backstop Commitment Agreement or the Backstop Shareholder Backstop Commitment Agreement, as applicable, and (c) on the Effective Date they shall pay such Backstop Shareholder Fees to the Backstop Shareholders, such Commitment Creditor Fees to the Commitment Creditors, and the W&C Creditor Group Fees and W&C Initial Creditor Group Fees, in each case that are respectively due and payable in full in Cash and all contribution and indemnification obligations, if any, pursuant to the Restructuring Support Agreement and Backstop Agreements that have been determined in good faith to be valid and owed in full in Cash. The Ad Hoc Group of LATAM Bondholders, W&C Creditor Group Parties, Backstop Shareholders and Commitment Creditors and their respective professionals shall not be required to file applications or Proofs of Claim, or otherwise seek approval of the Bankruptcy Court, as a condition to payment of such Allowed Administrative Claims.

(g) *Local Bondholder Fees*

The Debtors agree that they shall pay the Local Bondholder Fees in full in Cash as follows: (x) 50% of the Local Bondholder Pre-Confirmation Advisor Fees shall be paid within ten Business Days of entry of the Confirmation Order (excluding any success or completion fee due or that may be due to Alix Partners, LLP), and 50% shall be paid on the Effective Date or as soon as practicable thereafter (including any success or completion fee due or that may be due to Alix Partners, LLP); and (y) Local Bondholder Post-Confirmation Advisor



Fees shall be paid on the Effective Date or as soon as practicable thereafter. The Backstop Local Bondholders and the Local Bond Trustee, and each of their respective professionals shall not be required to file applications or Proofs of Claim, or otherwise seek approval of the Bankruptcy Court, as a condition to payment of the Backstop Local Bondholder Fees.

3.2 Treatment of Claims and Interests

Except to the extent lesser treatment is agreed to in writing (email being sufficient) by the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Equity Interest, as applicable, each Holder of an Allowed Claim or Allowed Equity Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Equity Interest.

(a) Class 1: RCF Claims.

(i) *Classification.* Class 1 consists of RCF Claims against each RCF Obligor.

(ii) *Allowance.* The RCF Claims are Allowed as Secured Claims in an aggregate amount calculated as follows: (x) \$600 million plus (y) accrued and unpaid interest up to and including the Effective Date at the rate required under the RCF Adequate Protection Stipulation plus (z) fees, costs, expenses, and other amounts accrued under and in accordance with the RCF Documents, in each case, excluding any interest that the Debtors are not required to pay on a current basis under the RCF Adequate Protection Stipulation. The Allowed RCF Claims and any payments under the RCF Adequate Protection Stipulation shall not be subject to any avoidance, reduction, setoff, recoupment, recharacterization, subordination (equitable, contractual, or otherwise), counterclaim, defense, disallowance, objection, or any challenges under applicable law or regulation.

(iii) *Treatment.* On the Effective Date, each Holder of an Allowed Class 1 Claim shall receive in full satisfaction, settlement, discharge, and release of its Allowed Class 1 Claim a distribution pursuant to Class 1b Treatment described below, unless (x) such Holder elects Class 1a Treatment or (y) agrees to such other less favorable treatment as to which the Debtors and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing.

Class 1a Treatment. If a Holder of an Allowed Class 1 Claim elects to receive Class 1a Treatment pursuant to the procedures set forth in the Disclosure Statement Supplemental Order, such Holder of such Allowed Class 1 Claim(s) shall receive (a) a distribution in Cash equal to the Allowed amount of such Claim(s) (solely to the extent not otherwise paid by the Debtors prior to the Effective Date) and (b) its Pro Rata share of the RCF Tranche A Exit Loans.

Class 1b Treatment. If a Holder of an Allowed Class 1 Claim elects to receive Class 1b Treatment pursuant to the procedures set forth in the Disclosure Statement Supplemental Order or does not make any election regarding Class 1a Treatment or Class 1b Treatment, such Holder of such Allowed Class 1 Claim(s) shall receive (a) a distribution in Cash equal to the amount of all interest, fees, costs, and expenses that have



been Allowed on account of such Allowed Claim(s) (solely to the extent not otherwise paid by the Debtors prior to the Effective Date) and (b) its Pro Rata share of the RCF Tranche B Exit Loans.

For the avoidance of doubt, the Debtors shall continue to pay all amounts that may come due on or before the Effective Date in accordance with the RCF Adequate Protection Stipulation.

(iv) *Voting.* Class 1 Claims are Impaired and the Holders of Allowed Class 1 Claims are entitled to vote.

(b) *Class 2: Spare Engine Facility Claims.*

(i) *Classification.* Class 2 consists of Spare Engine Facility Claims against the Spare Engine Facility Borrower.

(ii) *Allowance.* The Spare Engine Facility Claims are Allowed as Secured Claims in the aggregate principal amount of no less than \$273,198,686.21 million, plus (x)(i) accrued and unpaid interest up to and including the Effective Date at the rate required under the Spare Engine Facility Adequate Protection Stipulation, plus (ii) interest calculated at the Post-Default Rate (as defined in the Spare Engine Facility Agreement) from and after June 29, 2021 (less any amounts paid under the preceding clause (x)(i)), plus (iii) \$2 million, and (y) fees, costs, expenses, and other amounts accrued under and in accordance with the Spare Engine Facility Documents. The Allowed Spare Engine Facility Claims and any payments under the Spare Engine Facility Adequate Protection Stipulation shall not be subject to any avoidance, reduction, setoff, recoupment, recharacterization, subordination (equitable, contractual, or otherwise), counterclaim, defense, disallowance, objection, or any challenges under applicable law or regulation.

(iii) *Treatment.* On the Effective Date, each Holder of an Allowed Class 2 Claim shall receive in full satisfaction, settlement, discharge, and release of its Allowed Class 2 Claim (x) Cash equal to the amount of such Allowed Class 2 Claim in connection with the refinancing of the Spare Engine Facility Claims pursuant to the terms of the Revised Spare Engine Facility Agreement or (y) such other less favorable treatment as to which the Debtors and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing.

For the avoidance of doubt, the Debtors shall continue to pay all amounts that may come due on or before the Effective Date in accordance with the Spare Engine Facility Adequate Protection Stipulation.

(iv) *Voting.* Class 2 Claims are Unimpaired and the Holders of Allowed Class 2 Claims are conclusively presumed to have Accepted this Plan pursuant to section 1126 of the Bankruptcy Code and are therefore not entitled to vote.

(c) *Class 3: Other Secured Claims.*

(i) *Classification.* Class 3 consists of Other Secured Claims against each Debtor.

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