

This Statement (as defined below) does not constitute an invitation to exercise voting rights with respect to the Consent Solicitation (as defined below) to or from any person located or resident in any jurisdiction where it is unlawful to make such invitation or for there to be such participation under applicable securities or “blue sky” or other laws. The distribution of this Statement in certain jurisdictions may be restricted by law. Persons into whose possession this Statement comes are required by the Company (as defined below) and the Solicitation Agents (as defined below) to inform themselves about, and to observe, any such restrictions. No action that would permit a public offer of any securities has been or will be taken in any jurisdiction by the Company or the Solicitation Agents.

Consent Solicitation and CUSIP Exchange Offer Statement Dated September 10, 2024



Alfa, S.A.B. de C.V.

(Incorporated under the laws of Mexico)

**Solicitation of Consents to the Proposed Amendments to the Indenture Governing the
US\$500,000,000 Aggregate Principal Amount of Outstanding
6.875% Senior Notes due 2044**

CUSIP Nos. 015398 AC4 and P0156P AC3;

ISIN Nos. US015398AC46 and USP0156PAC34

and Related CUSIP Exchange Offer (as defined below)

THE CONSENT SOLICITATION WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON OCTOBER 7, 2024, OR SUCH LATER TIME AND DATE TO WHICH THE CONSENT SOLICITATION IS EXTENDED (SUCH TIME AND DATE, AS MAY BE EXTENDED, THE “EXPIRATION TIME”), UNLESS EARLIER TERMINATED. CONSENTS MAY BE REVOKED AT ANY TIME PRIOR TO THE EARLIER OF (A) THE EFFECTIVE DATE (AS DEFINED BELOW) AND (B) THE EARLY CONSENT DEADLINE (THE “CONSENT DATE”). ELIGIBLE HOLDERS (AS DEFINED BELOW) WHO DELIVER THEIR CONSENTS BY 5:00 P.M., NEW YORK TIME, ON SEPTEMBER 23, 2024 (SUCH TIME AND DATE, WITH RESPECT TO THE CONSENT SOLICITATION, AS IT MAY BE EXTENDED, AN “EARLY CONSENT DEADLINE”) WILL BE ELIGIBLE TO RECEIVE THE EARLY CONSENT FEE (AS DEFINED BELOW) AND THE NOTE GUARANTEES (AS DEFINED BELOW). ELIGIBLE HOLDERS WHO DELIVER THEIR CONSENTS AFTER THE EARLY CONSENT DEADLINE WILL NOT BE ELIGIBLE TO RECEIVE THE EARLY CONSENT FEE OR THE NOTE GUARANTEES. THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO AMEND, EXTEND OR TERMINATE THE CONSENT SOLICITATION AT ANY TIME.

If the Requisite Consents (as defined below) are obtained, the Company intends to execute the First Supplemental Indenture (as defined below) in order to effect the Proposed Amendments (as defined below). The date on which the First Supplemental Indenture is executed and becomes effective is referred to as the “Effective Date.”

Alfa, S.A.B. de C.V., a *sociedad anónima bursátil de capital variable* (a variable capital public corporation) duly incorporated and existing under the laws of Mexico (the “Company”), is furnishing this

Consent Solicitation and CUSIP Exchange Offer Statement (as the same may be amended or supplemented from time to time, this “*Statement*” and, together with any other documents related to the Consent Solicitation, the “*Consent Documents*”) to the holders (each, a “*Holder*” and, collectively, the “*Holders*”) of its outstanding 6.875% Senior Notes due 2044 (the “*Notes*”), who are Eligible Holders, in connection with the solicitation (the “*Consent Solicitation*”) of consents (the “*Consents*”) to amend certain provisions of the Indenture dated as of March 25, 2014 by and among the Company, The Bank of New York Mellon, as trustee, paying agent, registrar and transfer agent (the “*Trustee*”), and The Bank of New York Mellon (Luxembourg) S.A., as Luxembourg transfer agent and Luxembourg paying agent, pursuant to which the Notes were issued (as amended, supplemented and modified to date, the “*Indenture*”). All capitalized terms used herein but not defined in this Statement have the respective meaning ascribed to them in the Indenture.

This Statement should be read carefully before a decision is made with respect to exercising any voting rights in connection with the Consent Solicitation. In particular, see “*Certain Significant Considerations*” beginning on page 8 for a discussion of certain risks that Eligible Holders should consider in connection with the Consent Solicitation.

THIS STATEMENT MAY NOT BE MADE PUBLICLY AVAILABLE IN MEXICO. HOWEVER, THIS STATEMENT MAY BE MADE AVAILABLE IN MEXICO TO INVESTORS THAT QUALIFY AS INSTITUTIONAL OR ACCREDITED INVESTORS UNDER THE MEXICAN SECURITIES MARKET LAW (*LEY DEL MERCADO DE VALORES*) AND REGULATIONS THEREUNDER.

THE INFORMATION CONTAINED IN THIS STATEMENT IS EXCLUSIVELY THE RESPONSIBILITY OF THE COMPANY AND HAS NOT BEEN REVIEWED OR AUTHORIZED BY THE MEXICAN NATIONAL BANKING AND SECURITIES COMMISSION (*COMISIÓN NACIONAL BANCARIA Y DE VALORES*; THE “CNBV”). IN MAKING A DECISION REGARDING A CONSENT, ALL INVESTORS, INCLUDING ANY MEXICAN ELIGIBLE INVESTORS, MUST RELY ON THEIR OWN REVIEW AND EXAMINATION OF THE COMPANY.

The Solicitation Agents for the Consent Solicitation are:

J.P. Morgan

Scotiabank

SMBC

(Cover page continued)

As used in this Statement, the terms “we”, “our” and “us” refer to the Company and its consolidated subsidiaries, unless the context otherwise requires.

The Consent Solicitation and related CUSIP Exchange Offer is being made to Holders of the Notes who are (a) “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act of 1933, as amended (the “*Securities Act*”)), (“*QIBs*”), in compliance with Rule 144A under the Securities Act and (b) persons other than “U.S. persons” as defined in Regulation S under Securities Act, who are not delivering Consents for the account or benefit of a U.S. person and who are “non-U.S. qualified offerees” (as defined under “*Procedures for Delivering Consents – Eligibility to Participate in the Consent Solicitation*”), in offshore transactions in compliance with Regulation S under the Securities Act. Only Holders who have returned a duly completed eligibility letter (the “*Eligibility Letter*”) certifying that they are within one of the categories described in the immediately preceding sentence are authorized to receive and review this Statement and to participate in the Consent Solicitation and related CUSIP Exchange Offer (such Holders, “*Eligible Holders*”). By electronically submitting the Eligibility Letter, you will be making certain acknowledgements, representations and agreements as to your status as an Eligible Holder.

This Statement is first being sent to Eligible Holders on September 10, 2024. Only Eligible Holders of the Notes are eligible to consent to the Proposed Amendments. The Company will accept all validly delivered Consents received by the Tabulation Agent (as defined below) prior to the Expiration Time (and which were not properly revoked prior to the Consent Date) upon the satisfaction or waiver by the Company of the Conditions (as defined under “*Conditions to the Consent Solicitation*”).

In the event that the Conditions, including the receipt of the Requisite Consents and the Spin-Off Approval Condition (as defined below), are satisfied or waived by the Company, the Company will pay to the Eligible Holders of outstanding Notes who delivered valid Consents prior to the Early Consent Deadline, and who have not validly revoked such Consents prior to the Consent Date, a cash payment of US\$10.00 per US\$1,000 principal amount of Notes for which Consents have been delivered by such Eligible Holder (the “*Early Consent Fee*”). The Company will pay the Early Consent Fee promptly, which is expected to be two business days following the Expiration Time (the “*Settlement Date*”). Eligible Holders of Notes for which no Consent is delivered prior to the Early Consent Deadline (or Notes for which a valid Consent is delivered, but such Consent is revoked prior to the Consent Date) will not receive any Early Consent Fee, even though the Proposed Amendments, once operative, will bind all Holders and their transferees. No additional amounts will be paid with respect to any tax withheld from the payment of an Early Consent Fee, other than additional amounts attributable to Mexican withholding taxes imposed on the Early Consent Fee, which we shall pay. See “*Certain Mexican Tax Considerations*.”

In addition, in the event that the Conditions, including the receipt of the Requisite Consents and the Spin-Off Approval Condition, are satisfied or waived by the Company, on the Settlement Date the Company will cause its subsidiary Sigma Alimentos, S.A. de C.V., a *sociedad anónima de capital variable* (a variable capital corporation) duly incorporated and existing under the laws of Mexico (“*Sigma*”), and certain of its subsidiaries, Sigma Alimentos Comercial, S.A. de C.V., Sigma Alimentos Centro, S.A. de C.V., Sigma Alimentos Lácteos, S.A. de C.V., Sigma Alimentos Noreste, S.A. de C.V., Alimentos Finos de Occidente, S.A. de C.V., Sigma Foodservice Comercial, S. de R.L. de C.V., Empacadora de Embutidos del Centro, S.A. de C.V., Comercializadora de Embutidos ICO, S.A. de C.V., Sigma Alimentos Congelados, S.A. de C.V., Grupo Chen, S. de R.L. de C.V., Carnes Selectas Tangamanga, S.A. de C.V., Sigma Alimentos Corporativo, S.A. de C.V., Bar-S Foods Co., Mexican Cheese Producers, Inc., Sigma Alimentos Exterior, S.L., and Sigma Alimentos Costa Rica, S.A. (collectively, the “*Subsidiary Guarantors*”) to provide unconditional and irrevocable guarantees (the “*Note Guarantees*”) pursuant to an additional supplemental indenture to the Indenture and therefore become subject to the terms and conditions of the Indenture (Sigma

and such Subsidiary Guarantors, in such capacity, the “*Note Guarantors*”). The Note Guarantees will only apply to Notes for which Consents have been validly delivered prior to the Early Consent Deadline and not validly revoked prior to the Consent Date (the “*Guaranteed Notes*”) unless the Consent Solicitation is withdrawn or terminated by the Company. The Note Guarantees will not apply to any Notes for which no Consent is delivered prior to the Early Consent Deadline (or Notes for which a valid Consent is delivered, but such Consent is revoked prior to the Consent Date) or Notes for which Consent is delivered after the Early Consent Deadline (the “*Non-Guaranteed Notes*”), even though the Proposed Amendments, once operative, will bind all Holders and their transferees. For additional information concerning Sigma and the Subsidiary Guarantors, see “*Documents Incorporated by Reference*.”

If the Note Guarantees are issued but Consents of Holders of less than 100% of the outstanding principal amount of the Notes have been validly delivered prior to the Early Consent Deadline and not validly revoked prior to the Consent Date, the Guaranteed Notes will trade under a new CUSIP number to reflect the Note Guarantees and the Non-Guaranteed Notes will continue to trade under the existing CUSIP number. The Note Guarantees will only apply to the Guaranteed Notes under the new CUSIP and Non-Guaranteed Notes under the existing CUSIP will not benefit from the Note Guarantees. The exchange of Notes for Guaranteed Notes with a new CUSIP number in connection with the Consent Solicitation is herein referred to as the “*CUSIP Exchange Offer*”. The Company reserves the right, in its sole discretion, to extend the Note Guarantees to all holders at any time pursuant to the terms of the Indenture, in which case all Notes would benefit from the Note Guarantees and would continue to trade under the existing CUSIP number for the Notes.

The purpose of the Consent Solicitation is to amend the Indenture to (i) clarify that the merger and sale covenant (Section 4.1) of the Indenture allows the Company to consummate the spin-off (*escisión*), sale or other transfer of its entire ownership stake in its subsidiary Alpek, S.A.B. de C.V., a *sociedad anónima bursátil de capital variable* (a variable capital public corporation) duly incorporated and existing under the laws of Mexico (together with its subsidiaries, “*Alpek*”) (the “*Spin-Off*”), (ii) modify the amendment provisions (Section 9.1(a)(iii) and Section 9.3(a)) and certain other applicable provisions of the Indenture to allow amendments to be made without affecting the rights of each Holder; and (iii) incorporate provisions to allow the Note Guarantors to provide Note Guarantees with respect to all or a portion of the Notes (such amendments, the “*Proposed Amendments*”). For a description of the Proposed Amendments, see “*Proposed Amendments to the Indenture*.”

Subject to the approval of the Company’s shareholders at a duly called shareholders’ meeting that is intended to be held in the fourth quarter of 2024, the Company intends to execute the Spin-Off. In addition, a new Mexican company would be constituted as the spun-off company, the shares of which are expected to be registered at the National Securities Registry (*Registro Nacional de Valores*) maintained by the CNBV and listed on the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*). Pursuant to the Spin-Off, the Company will transfer its entire share ownership in Alpek to the spun-off company. Subject to the receipt of regulatory approvals, the Company expects to complete the Spin-Off, registration, listing and share distribution processes in 2025. The Company’s shareholders will receive one share of the spun-off company for each of their Company shares, in addition to retaining their share ownership in the Company’s equity. The Company is pursuing the Spin-Off as part of its ongoing efforts to unlock value potential through a series of transactions seeking to simplify its corporate structure.

The Consents of the Holders of a majority in principal amount of the Outstanding Notes (the “*Requisite Consents*”) are required pursuant to the terms of the Indenture for the Proposed Amendments to be approved and binding on the Holders and any subsequent holders of the Notes.

Provided that the Company receives the Requisite Consents, the Proposed Amendments will be effected by a supplemental indenture (the “*First Supplemental Indenture*”) to the Indenture. Promptly

following the receipt of the Requisite Consents, the Company intends to execute the First Supplemental Indenture containing the Proposed Amendments, at which time, and upon the execution thereof by the Trustee, the First Supplemental Indenture will become effective. While the Company expects to execute the First Supplemental Indenture promptly after the receipt of the Requisite Consents, the Proposed Amendments will not become operative unless and until the Spin-Off Approval Condition is satisfied and the Company has (a) consummated the Consent Solicitation and (b) paid the Early Consent Fee and caused the Note Guarantees to be issued to each Eligible Holder entitled thereto (through an additional supplemental indenture). Upon the satisfaction of the Conditions, all Holders will be bound by the Proposed Amendments, even if they did not deliver Consents to the Proposed Amendments.

Regardless of the outcome of the Consent Solicitation, the Notes will continue to be Outstanding and will continue to bear interest as provided in the Indenture. The First Supplemental Indenture will not alter the Company's obligation to pay the principal of, or interest on, the Notes or alter the stated interest rate, maturity date or redemption provisions of the Notes.

The Company has appointed D.F. King & Co., Inc. as tabulation agent (the "*Tabulation Agent*") for Consents with respect to the Consent Solicitation and related CUSIP Exchange Offer and as information agent (the "*Information Agent*") with respect to the Consent Solicitation. The Company has also retained J.P. Morgan Securities LLC ("*J.P. Morgan*"), Scotia Capital (USA) Inc. ("*Scotiabank*") and SMBC Nikko Securities America, Inc. ("*SMBC*"), as solicitation agents (the "*Solicitation Agents*") with respect to the Consent Solicitation.

This Statement does not constitute a solicitation of Consents in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable Mexican or United States securities or blue sky laws.

None of the Company, the Note Guarantors, the Trustee, the Information Agent, the Solicitation Agents and the Tabulation Agent or any of their respective affiliates, control persons, directors, officers, employees, agents or representatives (collectively, "*Representatives*") makes any recommendation as to whether or not Eligible Holders should deliver Consents in response to the Consent Solicitation.

IMPORTANT INFORMATION

Only Eligible Holders of Notes of record, or their duly designated proxies, including, for the purposes of this Consent Solicitation, DTC Participants (as defined below), may submit a Consent. A validly delivered Consent shall bind the Eligible Holders of the Notes executing the same and any subsequent registered holder or transferee of the Notes to which such Consent relates.

Recipients of this Statement and the accompanying materials should not construe the contents hereof or thereof as legal, business or tax advice. Each recipient should consult its own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning the Consent Solicitation.

As of the date of this Statement, all of the Notes were held through DTC by participants in DTC (“*DTC Participants*”).

DTC has confirmed that the Consent Solicitation and CUSIP Exchange Offer is eligible for DTC’s Automated Tender Offer Program (“*ATOP*”). Accordingly, a beneficial owner of an interest in a Note (a “*Beneficial Owner*”) held through a DTC Participant must electronically deliver a Consent to the Tabulation Agent in accordance with DTC’s ATOP procedures. DTC Participants will be deemed to have delivered a Consent with respect to any such Notes for which an electronic Consent is so delivered. DTC will verify each transaction and confirm the electronic delivery of such Consent by sending an Agent’s Message (as defined below) to the Tabulation Agent, which states that DTC has received an express and unconditional acknowledgment from the DTC Participant delivering Consents that such DTC Participant (i) has received and agrees to be bound by the terms of the Consent Solicitation as set forth in this Statement and that the Company may enforce such agreement against such DTC Participant and (ii) consents to the Proposed Amendments and the execution and delivery of the First Supplemental Indenture as described in this Statement. See “*Procedures for Delivering Consents*.”

Eligible Holders wishing to deliver a Consent prior to the Consent Date must temporarily deposit the related Notes with the Information and Tabulation Agent in a contra-CUSIP number established by DTC until DTC allocates the Early Consent Fee and assigns a new CUSIP number to such Notes pursuant to the CUSIP Exchange Offer. Trading of deposited Notes is not permitted. All participating Eligible Holders should understand that the Notes as to which such Consents are delivered will be held by the Information and Tabulation Agent and transfer will be blocked until they are returned to the Eligible Holder (under a new CUSIP number, to the extent that Notes Guarantees are issued with respect to Notes representing less than 100% of the outstanding principal amount of the Notes) promptly after the Proposed Amendments become effective, unless such Eligible Holder revokes such Consents prior to the Consent Date or the Consent Solicitation is terminated by the Company. The Company reserves the right, in its sole discretion, to extend the Note Guarantees to all holders at any time pursuant to the terms of the Indenture, in which case all Notes would benefit from the Note Guarantees and would continue to trade under the existing CUSIP number for the Notes.

You are responsible for making your own examination of the Company and your own assessment of the merits and risks of participating in the Consent Solicitation. By participating in the Consent Solicitation, you acknowledge that:

- you have reviewed this Statement, and the operating and other information incorporated by reference in respect of the Company, including Alpek, Sigma and the rest of the Subsidiary Guarantors; and

- none of the Company, Alpek, Sigma and the rest of the Subsidiary Guarantors, the Trustee, the Solicitation Agents or the Information and Tabulation Agent or any of their respective Representatives is liable or responsible for, nor is making any representation, express or implied, to you concerning the Company's future performance or the accuracy or completeness of the information contained in this Statement.

Eligible Holders residing outside of the United States who wish to deliver a Consent must satisfy themselves as to their full observance of the laws of the relevant jurisdiction (including Mexico) in connection with the delivery of such Consent. If the Company becomes aware of any state or foreign jurisdiction where the making of the Consent Solicitation is prohibited, the Company will make a good faith effort to comply with the requirements of any such state or foreign jurisdiction. If, after such effort, the Company cannot comply with the requirements of any such state or foreign jurisdiction, the Consent Solicitation will not be made to (and Consents will not be accepted from or on behalf of) Holders in such state or foreign jurisdiction.

Requests for additional copies of the Consent Documents and questions and requests for assistance relating to the Consent Documents may be directed to the Information Agent at the address and telephone number set forth on the back cover of this Statement. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee to obtain additional copies of the Consent Documents.

This Statement does not constitute a solicitation of Consents in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable Mexican or United States securities or blue sky laws. The delivery of this Statement shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or in the affairs of the Company or any of its affiliates since the date hereof.

No person has been authorized to give any information or to make any representation not contained in this Statement and, if given or made, such information or representation may not be relied upon as having been authorized by the Company or any of its Affiliates.

The information contained in this Statement is exclusively the responsibility of the Company and has not been reviewed or approved by the United States Securities and Exchange Commission (the "SEC"), the CNBV or any state or other foreign securities commission and no such securities commission has passed upon the fairness or merits of such transaction nor upon the accuracy or adequacy of the information contained in the Consent Documents. Any representation to the contrary is unlawful.

This Statement may not be made publicly available in Mexico, but may be made available to Eligible Holders of Notes in Mexico that qualify as institutional or accredited investors, pursuant to the Mexican Securities Market Law (*Ley del Mercado de Valores*) and regulations thereunder.

The Consent Solicitation is made subject to the terms and conditions set forth in the Consent Documents. See "*Principal Terms of the Consent Solicitation – Conditions to the Consent Solicitation.*" No Consent will be deemed to have been accepted unless and until the Conditions have been satisfied or waived by the Company. The Consent Documents contain important information that should be read carefully before any decision is made with respect to the Consent Solicitation.

AVAILABLE INFORMATION

The Company is not required to file periodic reports with the SEC. Moreover, the Indenture does not require the Company to file such reports or other information. Nonetheless, the Company makes available to the holders of the Notes, through the Trustee, copies of its annual audited financial statements and the most recent quarterly unaudited financial statements required to be delivered in accordance with the terms of the Indenture. Certain information listed under “*Documents Incorporated by Reference*” is “incorporated by reference” into this Statement. For additional information, see “*Documents Incorporated by Reference*.”

The Company is subject to the information and periodic reporting requirements applicable to companies registered with the National Securities Registry (*Registro Nacional de Valores*) maintained by the CNBV, and listed on the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*). Additional information about the Company, including quarterly and annual reports, is available on the Mexican Stock Exchange’s website at www.bmv.com.mx and on the CNBV’s website at www.gob.mx/cnbv. The information contained on any such websites or any website directly or indirectly linked to such websites, is not part of, and is not incorporated by reference in this Statement.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements in this Statement constitute forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Words such as “believe”, “anticipate”, “plan”, “expect”, “intend”, “target”, “estimate”, “project”, “forecast”, “guideline”, “should” and similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying those statements. Specific forward-looking statements include, among others, statements as to the Proposed Amendments, the Note Guarantees and the expected payment of the Early Consent Fee.

You should not place undue reliance on forward-looking statements, which are based on current expectations. Forward-looking statements are not guarantees of performance. They involve risks, uncertainties and assumptions. Our future results may differ materially from those expressed in forward-looking statements. Many of the factors that will determine these results and values are beyond our ability to control or predict. All forward-looking statements in this Statement and the risk factors set forth in “*Certain Significant Considerations*” are made as of the date on the front cover of this Statement, based on information available to us as of such date, and we assume no obligation to update any forward-looking statement or risk factor.

THE COMPANY

Business

We are a holding company and one of Mexico’s largest public companies based on revenues. We currently conduct our operations through two business units: (i) Sigma, a leading producer, marketer and distributor of highly recognized branded foods primarily in Mexico, the United States, Europe and Latin America and (ii) Alpek, one of the world’s leading producers of PTA, PET, PET sheet, and recycled PET and the leader in Mexico for polypropylene and expandable polystyrene. Alpek is a public company listed on the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*). For the year ended December 31, 2023, we had consolidated revenue and Adjusted EBITDA of Ps. 291,208 million (US\$16,388 million) and Ps. 24,784 million (US\$1,391 million), respectively, with approximately 56% of our total sales made outside of Mexico. For the six months ended June 30, 2024, we had consolidated revenue and Adjusted EBITDA of Ps. 141,945 million (US\$8,303 million) and Ps. 14,887 million (US\$870 million), respectively,

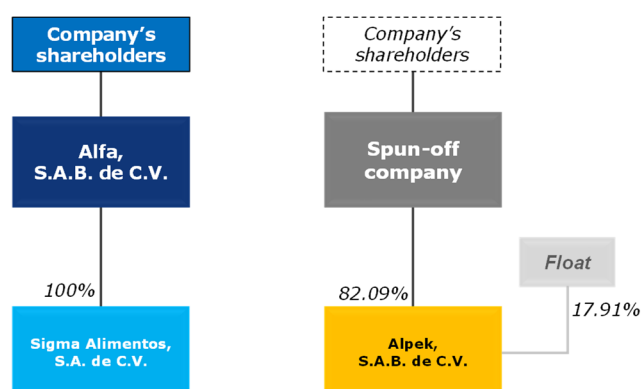
with approximately 59% of our total sales made outside the territory of Mexico. As of June 30, 2024, our total assets were Ps. 228,542 million (US\$12,437) million. For additional information concerning our Company and the Subsidiary Guarantors, see “*Documents Incorporated by Reference.*”

The Company is a *sociedad anónima bursátil de capital variable* (a variable capital public corporation) organized under Mexican law with corporate domicile in San Pedro Garza Garcia, Nuevo Leon, Mexico. Our principal executive offices are located at Av. Gómez Morín 1111, San Pedro Garza Garcia, Nuevo Leon, Mexico, 66254. Our telephone number is (52) (81) 8748 1111. Our website address is www.alfa.com.mx. Our internet website and the information contained therein or connected thereto are not intended to be incorporated into this Statement.

The Spin-Off

Subject to the approval of the Company’s shareholders at a duly called shareholders’ meeting that is intended to be held during the fourth quarter of, 2024, the Company intends to execute the Spin-Off. In addition, a new company would be created as the spun-off company, will have its shares registered at the National Securities Registry (*Registro Nacional de Valores*) maintained by the CNBV and will be listed on the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*). Pursuant to the Spin-Off the Company will transfer its entire share ownership in Alpek to the spun-off company. Subject to the receipt of regulatory approvals, the Company expects to complete the Spin-Off, registration, listing and share distribution processes in 2025. The Company’s shareholders will receive one share of the spun-off company for each of their Company shares, in addition to retaining their share ownership in the Company’s equity. The Company is pursuing the Spin-Off as part of its ongoing efforts to unlock value potential.

The following chart describes the Company’s corporate structure upon the consummation of the Spin-Off.



PROPOSED AMENDMENTS TO THE INDENTURE

The purpose of the Consent Solicitation is to (i) clarify that the merger and sale covenant (Section 4.1) of the Indenture allows the consummation of the Spin-Off, (ii) modify the amendment provisions (Section 9.1(a)(iii) and Section 9.3(a)) and certain other applicable provisions of the Indenture to allow for amendments to be made without affecting the rights of each Holder; and (iii) incorporate additional provisions to allow the Note Guarantors to provide Note Guarantees with respect to all or a portion of the Notes.

The Indenture currently provides that the Company shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its properties and assets to, any Person unless the conditions listed in Section 4.1(a) of the Indenture are met. The Company is seeking consents from the Eligible Holders of the Notes to amend Section 4.1(a) of the Indenture to clarify that the consummation of the Spin-Off does not fall under this provision.

The Indenture also provides that amendments, supplements or waivers to the Indenture bind every Holder once they become effective. The Company is seeking consents from the Eligible Holders of the Notes to amend Section 9.3(a) to address situations in which amendments to the Indenture can modify the rights of Holders of a portion of the Notes without affecting the rights of each Holder.

The Indenture further provides that the Company and the Trustee may amend, modify or supplement the Indenture or the Notes without notice to or consent of Holders to add guarantees or collateral with respect to the Notes. Without limiting the meaning of the foregoing, the Company is seeking consents from the Eligible Holders of the Notes to amend Section 9.1(a)(iii) to clarify that Note Guarantees may be added to all or a portion of the Notes without consent of Holders and that any Notes benefiting from a Note Guarantee may trade under separate CUSIP numbers from Notes not benefiting from such Note Guarantee, but all Notes will constitute securities of the same class and vote together as the same class.

See “*Certain Significant Considerations*” for a discussion of certain factors that should be considered in evaluating the consequences of the adoption of the Proposed Amendments.

The Company is soliciting the Consents of the Eligible Holders of the Notes to the Proposed Amendments. All statements herein regarding the substance of any provision of the Proposed Amendments, the First Supplemental Indenture and the Indenture are qualified in their entirety by reference to the First Supplemental Indenture and the Indenture. Copies of the First Supplemental Indenture and the Indenture are available upon request from the Information Agent at the address and telephone number set forth on the back cover of this Statement. We urge you to read the text of the First Supplemental Indenture in its entirety.

Amendments to Section 1.1

Section 1.1 of the Indenture will be amended to include the following definitions, which shall be incorporated to this section in alphabetical order (changes have been included in blue for ease of reference):

“Guaranteed Notes” has the meaning assigned to it in Section 2.15.

“Non-Guaranteed Notes” has the meaning assigned to it in Section 2.15.

“Note Guarantee” has the meaning assigned to it in Section 2.15.

“Note Guarantees Board Resolution” means resolutions duly adopted by the Board of Directors of the Company and delivered to the Trustee in an Officers’ Certificate providing for the issuance of Note Guarantees.

“Note Guarantees Supplemental Indenture” means a supplement to this Indenture duly executed and delivered by the Company and the Trustee pursuant to Article IX providing for the issuance of Note Guarantees.

“Subsidiary Guarantor” has the meaning assigned to it in Section 2.15.”

Amendments to Section 2.1(b)

Section 2.1(b) of the Indenture will be amended to read as follows (changes have been included in blue for ease of reference):

“The terms and provisions of the Notes, the form of which is in Exhibit A, shall constitute, and are hereby expressly made, a part of this Indenture, and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. Except as otherwise expressly permitted in this Indenture, including Sections 2.14 and 2.15 of this Indenture, all Notes shall be identical in all respects. Notwithstanding any differences among them, all Notes issued under this Indenture shall vote and consent together on all matters as one class.”

Incorporation of Section 2.15

The Indenture will be amended to incorporate the following Section 2.15, which shall read as follows (changes have been included in blue for ease of reference):

“Note Guarantees. The Company may, from time to time, subject to compliance with any other applicable provisions of this Indenture, without the consent of the Holders, cause its Subsidiaries (each, a “Subsidiary Guarantor”) to provide Guarantees (the “Note Guarantees”) with respect to all or a portion of the Notes (the “Guaranteed Notes”), by delivering a Note Guarantees Board Resolution or by entering into a Note Guarantees Supplemental Indenture. Such Guaranteed Notes shall have terms and conditions set forth in Exhibit A identical to those of the Notes to which the Note Guarantees do not apply (the “Non-Guaranteed Notes”), except that the Guaranteed Notes:

- (a) shall benefit from the Note Guarantees provided by the Subsidiary Guarantors as determined by the Company at its sole discretion;
- (b) may have terms specified in the Note Guarantees Board Resolution or the Note Guarantees Supplemental Indenture making appropriate adjustments to this Article II and Exhibit A (and related definitions) that may be required to reflect the Note Guarantees;
- (c) shall have a separate CUSIP number from the Non-Guaranteed Notes; provided however that Guaranteed Notes and Non-Guaranteed Notes shall vote and consent together on all matters as one class.”

Amendment to Section 4.1(a)

Section 4.1(a) of the Indenture will be amended to read as follows:

“The Company shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its properties and assets to, any Person unless:

- (i) the resulting, surviving or transferee Person (the “Surviving Entity”) (if not the Company) shall be a Person organized and existing under the laws of Mexico or the United States (or any State thereof or the District of Columbia) or any country that is a member of the European Union or of the Organization for Economic Cooperation and Development and shall expressly assume, by a supplemental indenture executed and delivered to the Trustee, all of the obligations of the Company under the Notes and the Indenture;
- (ii) in the case of a Surviving Entity (if not the Company) that is a Person organized and validly

existing under the laws of a country that is not Mexico or the United States (or any State thereof or the District of Columbia), undertakes, in such supplemental indenture, to pay such Additional Amounts in respect of principal and interest as may be necessary in order that every payment made in respect of the Notes after deduction or withholding for or on account of any Taxes imposed by such other country or Taxing Authority will not be less than the amount of principal (and premium, if any) and interest then due and payable on the Notes, subject to the same exceptions set forth under Section 3.12 but replacing existing references in such clause to Mexico with references to such other country;

- (iii) immediately prior to such transaction and immediately after giving effect to such transaction, no Default or Event of Default will have occurred and be continuing; and
- (iv) the Company shall have delivered to the Trustee an Officers' Certificate and Opinion of Counsel from United States counsel and Mexican counsel (which may be in-house counsel to the Company or to a direct or indirect parent of the Company), each stating that such consolidation, merger, sale, conveyance or transfer and such supplemental indenture comply with the provisions in this Indenture relating to such transaction;

provided that this Section 4.1(a) shall not apply to the full or partial spin-off, sale or other transfer by the Company of its ownership stake in its Subsidiary Alpek, S.A.B. de C.V., a *sociedad anónima bursátil de capital variable* (a variable capital public corporation) duly incorporated and existing under the laws of Mexico."

Amendment to Section 9.1(a)(iii)

Sections 9.1(a)(iii) and (v) of the Indenture will be amended to read as follows (changes have been included in blue for ease of reference):

"The Company and the Trustee may amend, modify or supplement this Indenture or the Notes without notice to or consent of any Holder:

[...]

- (iii) to add Guarantees or collateral with respect to all or a portion of the Notes in accordance with the applicable provisions of this Indenture;

[...]

- (v) to provide for the issuance of Additional Notes or Guaranteed Notes."

Amendment to Section 9.3(a)

Section 9.3(a) of the Indenture will be amended to read as follows:

"A consent to an amendment, supplement or waiver by a Holder of a Note shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date

the amendment, supplement or waiver becomes effective. After an amendment, supplement or waiver becomes effective, it shall bind every Holder, except as otherwise provided in this Article IX, [Section 2.14 and Section 2.15 of this Indenture](#)).

An amendment, supplement or waiver shall become effective upon receipt by the Trustee of the requisite number of written consents specified under Section 9.2.”

Provided that the Company receives the Requisite Consents, the Proposed Amendments will be effected by the First Supplemental Indenture. Upon the First Supplemental Indenture becoming effective, all Holders will be bound by the terms of the First Supplemental Indenture, even if they did not deliver Consents to the Proposed Amendments. While the Company expects to execute the First Supplemental Indenture promptly after the receipt of the Requisite Consents, the Proposed Amendments will not become operative unless and until the Spin-Off Approval Condition is satisfied and the Company has (a) consummated the Consent Solicitation and (b) paid the Early Consent Fee and caused the Note Guarantees to be issued to each Eligible Holder entitled thereto. If the Consent Solicitation is terminated, the Proposed Amendments will have no effect on the Notes or the Holders and the Company will not be obligated to pay the Early Consent Fee or deliver the Note Guarantees.

CERTAIN SIGNIFICANT CONSIDERATIONS

The following factors, in addition to the other information described elsewhere in this Statement, should be carefully considered by each Eligible Holder before deciding whether to consent to the Proposed Amendments. See “*Proposed Amendments to the Indenture*” for a detailed description of the Proposed Amendments.

- As a result of the Proposed Amendments, the Spin-Off will not be subject to the merger covenant in the Indenture, and therefore Alpek, whether directly or indirectly, may be transferred or otherwise subject to consolidation or merger with a third party.
- There can be no assurance that the liquidity, market value and price volatility of the Notes will not be adversely affected by the consummation of the Consent Solicitation or the Spin-Off.
- If the Requisite Consents to the Proposed Amendments are provided prior to the Expiration Time, the Company and the Trustee will execute the First Supplemental Indenture, which will result in the Proposed Amendments becoming operative upon satisfaction or waiver of all Conditions, including the Company’s payment of the Early Consent Fee and the issuance of the Note Guarantees. Once the Proposed Amendments become operative, your rights under the Indenture and the rights of all other Holders will be impacted by the Proposed Amendments, whether or not you provide your Consent, including if you do not vote at all.
- If the Requisite Consents to the Proposed Amendments are provided prior to the Expiration Time and the other Conditions are satisfied or waived by the Company, but you do not provide your valid Consent to the Proposed Amendments prior to the Early Consent Deadline, you will not receive any Early Consent Fee or the Note Guarantees.
- Notes as to which Consents are delivered need to be deposited and will be blocked from trading until they are returned to the Eligible Holder promptly after the Proposed Amendments for such series of Notes become effective, unless such Eligible Holder revokes such Consents before the Consent Date or the Consent Solicitation is terminated

by the Company. We have the right to extend the Expiration Time and, if we do so, Notes as to which Consents are delivered may be blocked for an extended period of time without any revocation right.

- If the Note Guarantees are issued, then the Guaranteed Notes and the Non-Guaranteed Notes will trade under separate CUSIP numbers and at different prices. The market price for Non-Guaranteed Notes may be affected adversely as a result of the Proposed Amendments becoming effective. To the extent that Eligible Holders of a large aggregate principal amount of Notes consent, the trading market, if any, for the outstanding Non-Guaranteed Notes held by non-consenting Holders could, after the expiration of the Consent Solicitation, be adversely affected. The reduced float may also tend to make the trading price of the outstanding Non-Guaranteed Notes more volatile. Eligible Holders may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that an active trading market will exist for the Notes following the Consent Solicitation. The Company reserves the right, in its sole discretion, to extend the Note Guarantees to all holders at any time pursuant to the terms of the Indenture, in which case all Notes would benefit from the Note Guarantees and would continue to trade under the existing CUSIP number for the Notes.
- The payment of any Early Consent Fee and the issuance of the Note Guarantees are subject to the satisfaction or waiver by the Company of the Conditions, including the receipt of the Requisite Consents and the Spin-Off Approval Condition. See “*Terms of the Consent Solicitation—Conditions to the Consent Solicitation*.” There can be no assurance that such Conditions will be met.
- Subject to applicable law, the Consent Solicitation may be terminated at any time prior to the Expiration Time, whether or not the Requisite Consents have been received.

TERMS OF THE CONSENT SOLICITATION

This Statement contains important information that should be read carefully before any decision is made with respect to the Consent Solicitation.

General

The Company is seeking Consents to the Proposed Amendments to the Indenture. While the Company expects to execute the First Supplemental Indenture promptly after the receipt of the Requisite Consents, the Proposed Amendments will not become operative occur unless and until the Spin-Off Approval Condition is satisfied and the Company has (a) consummated the Consent Solicitation and (b) paid the Early Consent Fee and caused the Note Guarantees to be issued to each Eligible Holder entitled thereto. See “– *Conditions to the Consent Solicitation*” below.

All Eligible Holders who validly delivered Consents to the Tabulation Agent prior to the Early Consent Deadline, and who do not validly revoke such Consent prior to the Consent Date, shall be deemed to have validly consented to the Proposed Amendments and will be paid the Early Consent Fee and will receive the Note Guarantees. The Company will be deemed to have accepted the Consents with respect to the Notes if, as and when the Company executes the First Supplemental Indenture and the other Conditions are waived or satisfied. If the Requisite Consents are received, the Spin-Off Approval Condition is satisfied and the other Conditions are satisfied or waived by the Company, the Company will pay (directly or through

an agent) to each Eligible Holder who consents by delivering the Consent to the Tabulation Agent prior to the Early Consent Deadline, and does not revoke such Consent prior to the Consent Date, the Early Consent Fee as promptly as practicable after the satisfaction or waiver of all the Conditions, including the receipt of the Requisite Consents and the Spin-Off Approval Condition, unless the Consent Solicitation is withdrawn or terminated by the Company.

In the event that the Conditions, including the receipt of the Requisite Consents and the Spin-Off Approval Condition, are satisfied or waived by the Company, on the Settlement Date the Company will cause Sigma and the Subsidiary Guarantors to provide the Note Guarantees pursuant to an additional supplemental indenture to the Indenture and therefore become subject to the terms and conditions of the Indenture. The Note Guarantees will only apply to the Guaranteed Notes, unless the Consent Solicitation is withdrawn or terminated by the Company. The Note Guarantees will not apply to the Non-Guaranteed Notes, even though the Proposed Amendments, once operative, will bind all Holders and their transferees. The Company reserves the right, in its sole discretion, to extend the Note Guarantees to all holders at any time pursuant to the terms of the Indenture, in which case all Notes would benefit from the Note Guarantees and would continue to trade under the existing CUSIP number for the Notes. For additional information concerning Sigma and the Subsidiary Guarantors, see “*Documents Incorporated by Reference*.”

Holders who do not deliver their Consents shall be bound by the Proposed Amendments once the Proposed Amendments becomes operative as described above. If the Consent Solicitation is terminated or withdrawn, the Indenture will remain in effect in its present form, and the Company will not be obligated to pay the Early Consent Fee or deliver the Note Guarantees to any Eligible Holder.

Early Consent Fee

No additional amounts will be paid with respect to any tax withheld from the payment of an Early Consent Fee, other than the additional amounts attributable to Mexican withholding taxes imposed on the Early Consent Fee, which we agree to pay. In the event that the Conditions are satisfied or waived by the Company, the Company will pay the Early Consent Fee to all the Eligible Holders who deliver a valid Consent to the Proposed Amendments prior to the Early Consent Deadline and who have not validly revoked such Consent prior to the Consent Date unless the Consent Solicitation is withdrawn or terminated by the Company. The Early Consent Fee will be a cash payment of US\$10.00 per US\$1,000 principal amount of Notes as to which such valid and unrevoked Consent is delivered. All Holders that do not deliver valid unrevoked Consents to the Proposed Amendments prior to the Early Consent Deadline will not be entitled to receive any Early Consent Fee or the Note Guarantees, but will be bound by the Proposed Amendments if it becomes operative, as described herein.

For a discussion of certain United States and Mexican federal income tax consequences that may result from the Consent Solicitation, see “*Certain United States Federal Income Tax Considerations*” and “*Certain Mexican Tax Considerations*.”

Note Guarantees and CUSIP Exchange Offer

In the event that the Conditions, including the receipt of the Requisite Consents and the Spin-Off Approval Condition, are satisfied or waived by the Company, on the Settlement Date the Company will cause Sigma and the Subsidiary Guarantors to provide the Note Guarantees pursuant to an additional supplemental indenture to the Indenture and therefore become subject to the terms and conditions of the Indenture. The Note Guarantees will only apply to the Guaranteed Notes, which are those Notes for which Consents have been validly delivered prior to the Early Consent Deadline and not validly revoked prior to the Consent Date unless the Consent Solicitation is withdrawn or terminated by the Company. The Note

Guarantees will not apply to the Non-Guaranteed Notes, which are those Notes for which no Consent is delivered prior to the Early Consent Deadline (or Notes for which a valid Consent is delivered, but such Consent is revoked prior to the Consent Date), even though the Proposed Amendments, once operative, will bind all Holders and their transferees. For additional information concerning Sigma and the Subsidiary Guarantors, see “*Documents Incorporated by Reference*.”

If the Note Guarantees are issued but Consents of Holders of less than 100% of the outstanding principal amount of the Notes have been validly delivered prior to the Early Consent Deadline and not validly revoked prior to the Consent Date, the Guaranteed Notes will trade under a new CUSIP number to reflect the Note Guarantees and the Non-Guaranteed Notes will continue to trade under the existing CUSIP number. The Note Guarantees will only apply to the Guaranteed Notes under the new CUSIP and Non-Guaranteed Notes under the existing CUSIP will not benefit from the Note Guarantees. The Company reserves the right, in its sole discretion, to extend the Note Guarantees to all holders at any time pursuant to the terms of the Indenture, in which case all Notes would benefit from the Note Guarantees and would continue to trade under the existing CUSIP number for the Notes.

Requisite Consents

Under Section 9.2 of the Indenture, the Consents of Holders of a majority in the aggregate principal amount of the Outstanding Notes are required to adopt the Proposed Amendments. Except for the amendments to Section 9.3 and the newly incorporated Section 2.15 to the Indenture, no such Consents are required in connection with the contemplated issuance of Note Guarantees pursuant to the Consent Solicitation. Under the terms of the Indenture, in determining whether the Requisite Consents have been received, Notes owned by the Company or any affiliate of the Company will be deemed not to be outstanding. If the Requisite Consents are received, the terms of the Indenture will permit the Company and the Trustee to execute the First Supplemental Indenture. While the Company expects to execute the First Supplemental Indenture promptly after the receipt of the Requisite Consents, the Proposed Amendments will not become operative unless and until the Spin-Off Approval Condition is satisfied and the Company has (a) consummated the Consent Solicitation and (b) paid the Early Consent Fee and caused the Note Guarantees to be issued to each Eligible Holder entitled thereto.

Eligible Holders

This Statement is first being sent to Eligible Holders on September 10, 2024. As of the date of this Statement, the only Holder is Cede & Co., as nominee for DTC. For purposes of the Consent Solicitation, we expect DTC or its nominee to authorize DTC Participants set forth in the position listing of DTC to deliver Consents as if they were the Eligible Holders of the Notes held of record in the name of DTC or the name of its nominee. Accordingly, for purposes of the Consent Solicitation, the term “*Eligible Holder*” shall be deemed to include such DTC Participants.

Conditions to the Consent Solicitation

Our obligation to accept validly delivered Consents (which are not validly revoked prior to the Consent Date) and to pay the Early Consent Fee and deliver the Note Guarantees in respect of the Consents delivered prior to the Early Consent Deadline, as described herein, is conditioned upon satisfaction, or waiver by the Company, of the following conditions:

- (1) receipt by the Tabulation Agent prior to the earlier of the Effective Date and the Early Consent Deadline of valid and unrevoked Requisite Consents from Eligible Holders of the Notes;

- (2) the execution by the Company and the Trustee of the First Supplemental Indenture;
- (3) the receipt by the Company of the requisite approval of the Spin-Off by the Company's shareholders (the "*Spin-Off Approval Condition*"); and
- (4) the absence of any law or regulation which would, and the absence of any injunction or action or other proceeding (pending or threatened) which (in the case of any action or proceeding if adversely determined) would, make unlawful or invalid or enjoin the implementation of the Proposed Amendments or the payment of the Early Consent Fee or that would question the legality or validity thereof (numbers (1) through (4), the "*Conditions*").

If the Conditions are not satisfied or waived (to the extent permitted by applicable law) prior to the Expiration Time, or such later date as the Company may specify, the Company may, in its sole discretion and without giving any notice, allow the Consent Solicitation to lapse, or extend the solicitation period and continue soliciting Consents in the Consent Solicitation. Subject to applicable law, the Consent Solicitation may be abandoned or terminated for any reason at any time prior to the Expiration Time, in which case any Consents received will be voided, no Early Consent Fee will be paid to any Eligible Holders and the Note Guarantees will not be issued to any Eligible Holders. The condition specified in clause (4) of the Conditions above is for the benefit of the Company and may be waived or extended in our sole discretion.

Early Consent Deadline; Expiration; Extension; Amendment; Termination

The Early Consent Deadline for Eligible Holders to deliver their Consents and receive the Early Consent Fee and the Note Guarantees expires at 5:00 p.m., New York City time, on September 23, 2024.

The Consent Solicitation expires at 11:59 p.m., New York City time, on October 7, 2024. The Company expressly reserves the right to extend the Expiration Time at any time for such period(s) as it may determine, in its sole discretion, from time to time by giving written notice to the Tabulation Agent and DTC no later than 9:00 a.m., New York City time, on the next business day after the previously announced Expiration Time.

The Company expressly reserves the right, at any time prior to the Expiration Time, to: (i) amend any of the terms of the Consent Solicitation in any manner it deems necessary or advisable in its sole discretion or (ii) terminate the Consent Solicitation.

If the Consent Solicitation, or any of the Consent Documents, are amended prior to the Expiration Time in a manner determined by the Company, in its sole discretion, to constitute a material change to the terms of the Consent Solicitation, the Company will promptly disseminate additional Consent Solicitation materials and, if necessary, extend the Expiration Time for a period deemed by the Company to be adequate to permit Eligible Holders to consider such amendment.

Any such extension, amendment or termination of the Consent Solicitation will be followed as promptly as practicable by a press release or written notice to the Eligible Holders.

Eligible Holders should note that the Effective Date may be prior to the Expiration Time, and Eligible Holders will not be given prior notice of the Effective Date.

Effective Date of the First Supplemental Indenture

Provided the Requisite Consents are timely received, the First Supplemental Indenture will become effective upon execution thereof. The Proposed Amendments will not become operative unless and until all Conditions have been satisfied or waived by the Company and the Company has paid the Early Consent Fee and caused the Note Guarantees to be issued to each Eligible Holder entitled thereto. The Company intends to execute the First Supplemental Indenture promptly after the receipt of the Requisite Consents. Eligible Holders may not revoke their respective Consents after the Effective Date. See “*Revocation of Consents.*”

PROCEDURES FOR DELIVERING CONSENTS

General

Each Eligible Holder that delivers a Consent to the Proposed Amendments in accordance with the procedures set forth in the Consent Documents prior to the Expiration Time (and does not validly revoke such Consent prior to the Consent Date), will be deemed to have validly consented to the Proposed Amendments.

As of the date of this Statement, all of the Notes are held through DTC by DTC Participants. Only Eligible Holders are authorized to deliver Consents with respect to their Notes. Therefore, to deliver Consents with respect to the Notes that are held through a broker, dealer, commercial bank, trust company or other nominee, the Beneficial Owner thereof must instruct such nominee to deliver the Consents on the Beneficial Owner’s behalf according to the procedures described below.

DTC has confirmed that the Consent Solicitation and CUSIP Exchange Offer is eligible for DTC’s ATOP. Accordingly, DTC Participants must electronically deliver a Consent to the Tabulation Agent in accordance with DTC’s ATOP procedures. DTC Participants will be deemed to have delivered a Consent with respect to any such Notes for which an electronic Consent is so delivered. DTC will verify each transaction and confirm the electronic delivery of such Consent by sending an Agent’s Message to the Tabulation Agent.

The term “Agent’s Message” means a message transmitted by DTC and received by the Tabulation Agent, which states that DTC has received an express and unconditional acknowledgment from the DTC Participant delivering Consents that such DTC Participant (i) has received and agrees to be bound by the terms of the Consent Solicitation as set forth in this Statement and that the Company may enforce such agreement against such DTC Participant and (ii) consents to the Proposed Amendments and the execution and delivery of the First Supplemental Indenture as described in this Statement.

The Tabulation Agent will establish a new ATOP account or utilize an existing account with respect to the Notes at DTC (the “*Book-Entry Transfer Facility*”) promptly after the date of this Statement (to the extent that such arrangement has not already been made by the Tabulation Agent), and any financial institution that is a participant in the Book-Entry Transfer Facility system and whose name appears on a security position listing as the owner of Notes may make book-entry delivery of Notes into the Tabulation Agent’s account in accordance with the Book-Entry Transfer Facility’s procedures for such transfer. Delivery of documents to the Book-Entry Transfer Facility in accordance with such Book-Entry Transfer Facility does not constitute delivery to the Tabulation Agent.

Eligible Holders wishing to deliver a Consent prior to the Consent Date must temporarily deposit the related Notes with the Information and Tabulation Agent in a contra-CUSIP number

established by DTC until DTC allocates the Early Consent Fee and assigns a new CUSIP number to such Notes pursuant to the CUSIP Exchange Offer. Trading of deposited Notes is not permitted. All participating Eligible Holders should understand that the Notes as to which such Consents are delivered will be held by the Information and Tabulation Agent and transfer will be blocked until they are returned to the Eligible Holder (under a new CUSIP number, to the extent that Notes Guarantees are issued with respect to Notes representing less than 100% of the outstanding principal amount of the Notes) promptly after the Proposed Amendments become effective, unless such Eligible Holder revokes such Consents prior to the Consent Date or the Consent Solicitation is terminated by the Company. The Company reserves the right, in its sole discretion, to extend the Note Guarantees to all holders at any time pursuant to the terms of the Indenture, in which case all Notes would benefit from the Note Guarantees and would continue to trade under the existing CUSIP number for the Notes.

A Beneficial Owner of Notes held through a broker, dealer, commercial bank, custodian, other nominee or DTC Participant must provide appropriate instructions to such person in order to cause a delivery of Consents through ATOP with respect to such Notes.

Eligible Holders desiring to deliver their Consents on or prior to the Expiration Time should note that they must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such date. Consents not delivered on or prior to the Expiration Time will be disregarded and of no effect. Holders that do not deliver valid unrevoked Consents prior to the Early Consent Deadline will not be entitled to receive any Early Consent Fee or Note Guarantees. The deadlines set by any intermediary, such as a bank, broker or other nominee, and clearing system for the submission of consent instructions may be earlier than the relevant deadlines specified above.

This Statement is first being sent to Eligible Holders on September 10, 2024. Only Eligible Holders of the Notes are eligible to consent to the Proposed Amendments. The Company will accept all validly delivered Consents received by the Tabulation Agent prior to the Expiration Time (and not validly revoked prior to the Consent Date).

If a Consent relates to fewer than all the Notes held by the Eligible Holder providing such Consent, such Eligible Holder must indicate the aggregate dollar amount (in minimum denominations of US\$200,000 and integral multiples of US\$1,000 in excess thereof) of such Notes to which the Consent relates. Otherwise, the Consent will be deemed to relate to all such Notes.

No consent form or letter of transmittal needs to be executed in relation to the Consent Solicitation or the Consents delivered through DTC. The valid electronic delivery of Consents in accordance with DTC's ATOP procedures shall constitute a written Consent to the Consent Solicitation. Consents should not be delivered to the Company, the Solicitation Agents or the Trustee. However, we reserve the right (but are not obligated) to accept any Consent received by the Company, the Solicitation Agents or the Trustee. We reserve the right (but are not obligated) to accept any Consent received by any other reasonable means or in any form that reasonably evidences the giving of consent.

Determination of Validity

The method of delivery of Consents through the ATOP procedures and any other required documents to the Tabulation Agent is at the election and risk of the Eligible Holder, and delivery will be deemed made only when made through ATOP in accordance with the procedures described herein. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any delivered Consent pursuant to any of the procedures described above shall be determined by the Company, in its sole discretion (which determination shall be final and binding). The Company reserves the absolute right to

reject any or all deliveries of any Consent determined by it not to be in proper form or the acceptance of which would, in the Company's opinion, be unlawful. The Company also reserves the absolute right, in its sole discretion, to waive any defect or irregularity as to any delivery of any Consent of any particular Eligible Holder, whether or not similar defects or irregularities are waived in the case of other Eligible Holders. The Company's interpretation of the terms and conditions of the Consent Solicitation, including the instructions to the Consent, shall be final and binding. Any defect or irregularity in connection with deliveries of Consents must be cured within such time as the Company determines, unless waived by the Company. Deliveries of Consents shall not be deemed to have been made until all defects and irregularities have been waived by the Company or cured. None of the Company, the Trustee, the Solicitation Agents or the Information and Tabulation Agent or any of their respective Representatives, or any other person shall be under any duty to give notification to any Eligible Holder of any defects or irregularities in deliveries of Consents or shall incur any liability for failure to give any such notification.

Eligibility to Participate in the Consent Solicitation

You may not copy or distribute this Statement in whole or in part to anyone without our prior consent. This Statement is a confidential document that is being provided for informational use solely in connection with the consideration of the Consent Solicitation to Eligible Holders. Only Eligible Holders who have returned a duly completed Eligibility Letter certifying that they are (a) QIBs, in compliance with Rule 144A under the Securities Act and (b) persons other than "U.S. persons" as defined in Regulation S under the Securities Act, who are not delivering Consents for the account or benefit of a U.S. person and who are "non-U.S. qualified offerees" (as defined below), in offshore transactions in compliance with Regulation S under the Securities Act, are authorized to receive and review this Statement and participate in the Consent Solicitation. Only Eligible Holders who have returned a duly completed Eligibility Letter are authorized to receive and review this Statement and to participate in the Consent Solicitation. By electronically submitting the Eligibility Letter, you will be making certain acknowledgements, representations and agreements as to your status as an Eligible Holder. If you are not an Eligible Holder, you should dispose of this Statement.

"non-U.S. qualified offeree" means:

- (1) in relation to each Member State of the European Economic Area (the "EEA"), a person that is not a retail investor. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "*MiFID II*"); or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "*Prospectus Regulation*");
- (2) in relation to an investor in a Member State of the EEA, a qualified investor within the meaning of the Prospectus Regulation;
- (3) in relation to the United Kingdom, a person that is not a retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("*EUWA*"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "*FSMA*") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in article 2 of Regulation

(EU) No 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “UK Prospectus Regulation”);

- (4) in relation to an investor in the United Kingdom, a qualified investor within the meaning of the UK Prospectus Regulation;
- (5) in relation to the United Kingdom, a person (i) who has professional experience in matters relating to investments falling within Article 19(5) of the FSMA Order 2005 (as amended, the “Order”), (ii) falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc.”) of the Order, or (iii) to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the Consent Solicitation may otherwise lawfully be communicated or caused to be communicated;
- (6) in relation to a Mexican investor, persons who are institutional or qualified investors. For these purposes, (i) an institutional investor in Mexico is a person that pursuant to Mexican federal law is classified as such or is a financial entity, and (ii) a qualified investor is a person that, as of the date of determination, (i) held investments in securities in an aggregate amount equal to or greater than 1,500,000 Mexican investment units, as average during the last 12 months, or (ii) obtained gross annual revenues in an aggregate amount equal to or greater than 500,000 Mexican investment units¹, during each of the last 2 years;
- (7) any entity outside the United States, the United Kingdom and the EEA to whom the offers related to the Consent Solicitation may be made in compliance with all other applicable laws and regulations of any applicable jurisdiction.

REVOCATION OF CONSENTS

A Consent may be revoked by an Eligible Holder of the Notes if the Tabulation Agent receives a properly transmitted “Requested Message” through ATOP. In order to be valid, a revocation must specify the Eligible Holder in the Book-Entry Transfer Facility whose name appears on the security position listing as the owner of such Notes and the principal amount of the Notes to be revoked. A revocation of a Consent may only be rescinded by the delivery of a new Consent, in accordance with the procedures herein described by the Eligible Holder (or duly designated proxy) who delivered such revocation. See “*Procedures for Delivering Consents*.”

If the Consent Solicitation, or any of the Consent Documents, are amended prior to the Expiration Time in a manner determined by the Company, in its sole discretion, to constitute a material change to the terms of the Consent Solicitation, the Company will promptly disseminate additional Consent Solicitation materials and, if necessary, extend the Expiration Time for a period deemed by the Company to be adequate to permit Eligible Holders to consider such amendment.

The Company reserves the right to contest the validity of any notice of revocation of Consent, and all questions as to validity, including the time of receipt of any notice of revocation of Consent, will be determined by the Company in its sole discretion, which determination shall be final and binding on all parties. None of the Company, the Trustee, the Solicitation Agents or the Information and Tabulation Agent or any of their respective Representatives, or any other person shall be under any duty to give

¹ The value of a Mexican investment unit (*unidad de inversión*) is published periodically by the Mexican Central Bank (*Banco de Mexico*) in the Mexican Federal Official Gazette (*Diario Oficial de la Federación*) and in its official site www.banxico.org.mx. As of September 9, 2024, a Mexican Investment Unit is equal to Ps. 8.250044 or U.S.\$ 0.414996, based on the exchange rate published by Banxico on September 9, 2024 in the Mexican Federal Official Gazette.

notification to any Eligible Holder of any defects or irregularities with respect to any notice of revocation of Consent or shall incur any liability for failure to give any such notification.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a discussion of certain U.S. federal income tax considerations relating to the Proposed Amendments and receipt of the Early Consent Fee relevant to taxpayers that are U.S. Holders (as defined below) that hold the Notes as capital assets within the meaning of Section 1221 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). This discussion does not address the U.S. federal income tax considerations related to the acquisition, beneficial ownership or disposition of the Notes. This discussion is based on the Code, U.S. Treasury regulations promulgated or proposed thereunder and administrative and judicial interpretations thereof, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect, or to different interpretation. This discussion does not address all of the U.S. federal income tax considerations that may be relevant to specific taxpayers in light of their particular circumstances or to taxpayers subject to special treatment under U.S. federal income tax law (such as banks, insurance companies, dealers in securities or currencies or other Holders that generally mark their securities to market for U.S. federal income tax purposes, tax-exempt entities, retirement plans, regulated investment companies, real estate investment trusts, S corporations, entities treated as partnerships for U.S. federal income tax purposes and other pass-through entities holding Notes (or investors in those entities), nonresident alien individuals present in the United States for 183 days or more during the taxable year, taxpayers that hold the Notes as part of a straddle, hedge, conversion or other integrated transaction or U.S. Holders that have a “functional currency” other than the U.S. dollar). This discussion does not address any U.S. state or local or non-U.S. tax considerations, any U.S. federal alternative minimum tax considerations or any U.S. federal tax considerations other than U.S. federal income tax considerations (such as estate and gift tax considerations and the net investment income tax).

As used in this discussion, the term “*U.S. Holder*” means a beneficial owner of a Note that, for U.S. federal income tax purposes, is (i) an individual who is a citizen or resident of the United States, (ii) a corporation created or organized in or under the law of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax regardless of its source, or (iv) a trust (x) with respect to which a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions or (y) that has in effect a valid election under applicable U.S. Treasury regulations to be treated as a United States person.

If an entity treated as a partnership for U.S. federal income tax purposes holds a Note, the U.S. federal income tax considerations relating to the Proposed Amendments and the receipt of the Early Consent Fee will depend in part upon the status and activities of the entity and the particular partner. Any such entity should consult its own tax advisors regarding the U.S. federal income tax considerations applicable to it and its partners of the Proposed Amendments and receipt of the Early Consent Fee.

No ruling from the Internal Revenue Service (“IRS”) has been or will be sought with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take a position contrary to the discussion below or that any contrary position would not be sustained by a court.

THE BELOW DISCUSSION IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL U.S. FEDERAL INCOME TAX CONSIDERATIONS RELATED TO THE PROPOSED AMENDMENTS AND THE RECEIPT OF THE EARLY CONSENT FEE. EACH ELIGIBLE HOLDER SHOULD CONSULT ITS OWN TAX ADVISORS REGARDING THE U.S.

FEDERAL, STATE, AND LOCAL AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSIDERATIONS RELATING TO THE PROPOSED AMENDMENTS AND RECEIPT OF THE EARLY CONSENT FEE IN LIGHT OF ITS PARTICULAR CIRCUMSTANCES.

Modification of the Notes. The U.S. federal income tax considerations relating to the Proposed Amendments and receipt of the Early Consent Fee relevant to a U.S. Holder will depend, in part, upon whether those events result in a deemed exchange of the U.S. Holder's Notes for those purposes. Generally, the modification of a debt instrument results in a deemed exchange of the original debt instrument for a modified instrument if the modification is "significant" within the meaning of U.S. Treasury regulations promulgated under Section 1001 of the Code (the "*Regulations*"). A deemed exchange would be a taxable event unless a nonrecognition provision of the Code were to apply. Under the Regulations, the modification of a debt instrument is a significant modification if, based on all the facts and circumstances (and, subject to certain exceptions, taking into account all modifications of the debt instrument collectively), the legal rights or obligations that are altered and the degree to which they are altered are "economically significant." The Regulations provide that the addition, deletion or alteration of customary accounting or financial covenants is not a significant modification of a debt instrument. The Regulations also provide that a change in yield in excess of the greater of (x) 1/4 of one percent (25 basis points) and (y) five percent of the annual yield on the unmodified debt instrument (determined as of the date of the modification) is a significant modification. The yield of the unmodified debt instrument is calculated based on the adjusted issue price, and may differ from the yield at which the instrument is trading in the market. A modification of a debt instrument that is not a significant modification does not result in a deemed exchange.

Although the matter is not free from doubt, the Company believes, and intends to take the position, that the adoption of the Proposed Amendments and receipt of the Early Consent Fee, taken together, do not constitute a significant modification of the Notes under the Regulations, and therefore do not result in a deemed exchange of the Notes for U.S. federal income tax purposes. Assuming that treatment, U.S. Holders would not realize any gain or loss with respect to the Notes as a result of the adoption of the Proposed Amendments and receipt of the Early Consent Fee, and a U.S. Holder would continue to have the same adjusted tax basis, holding period and accrued market discount (if any) with respect to the Notes as that U.S. Holder had immediately prior to the adoption of the Proposed Amendments, in each case except as described below under "*— Treatment of Early Consent Fee.*" The foregoing characterization is not binding upon the IRS and there can be no assurance that the IRS will not take a different position or that any such position, if taken, would not be sustained by a court. If the IRS successfully asserted that the adoption of the Proposed Amendments and/or receipt of the Early Consent Fee resulted in a deemed exchange of the Notes, the tax consequences of such adoption and/or receipt may differ materially from the tax consequences described herein, and could include the recognition of taxable gain or loss on the deemed exchange of the Notes. However, if the adoption of the Proposed Amendments constituted a deemed exchange of the Notes, and if the Notes were treated as "securities" for U.S. federal income tax purposes, a deemed exchanged may be treated as a "recapitalization" and not result in the recognition of gain or loss for U.S. Holders of the Notes, except that gain may be recognized up to the amount of the Early Consent Fee. U.S. Holders should consult their own tax advisor regarding the applicability of such treatment.

The remainder of this discussion assumes that the adoption of the Proposed Amendments and the payment of the Early Consent Fee do not amount to a significant modification of the Notes. The tax consequences to a U.S. Holder of potential alternative characterizations of the implementation of the Proposed Amendments are complex and may differ depending on the U.S. Holder's particular circumstances. U.S. Holders are urged to consult their own tax advisors regarding the tax consequences to them of the implementation of the Proposed Amendments.

Treatment of Early Consent Fee. The U.S. federal income tax treatment of the Early Consent Fee is uncertain. In a private letter ruling involving a different issuer, the IRS concluded that a payment in

connection with a consent solicitation should be treated as a payment of accrued and unpaid interest (to the extent thereof) and then as a return of principal under the relevant notes. Because a private letter ruling cannot be relied upon by other taxpayers, however, this conclusion does not necessarily apply to the Early Consent Fee. We do not intend to follow the conclusion of this private letter ruling. Instead, although not free from doubt, the Company intends to treat the Early Consent Fee as a separate fee for consenting to the Proposed Amendments, which would generally be taxable as ordinary income in accordance with the U.S. Holder's regular method of accounting for U.S. federal income tax purposes, without reduction by any portion of the U.S. Holder's basis in the Notes. However, there can be no assurance that the IRS will respect such treatment of the Early Consent Fee.

In addition to the amount of the Early Consent Fee, a U.S. Holder will also be required to include in income, to the extent described above, any Mexican tax withheld from the payment and any additional amounts paid to the Holder in respect thereof. A U.S. Holder may be entitled to a foreign tax credit for Mexican tax withheld from the Early Consent Fee in computing the U.S. Holder's U.S. federal income tax. U.S. federal income tax law imposes limitations on the amount of foreign income tax that can be claimed as a credit, and those limitations can reduce or eliminate the foreign tax credit depending on the U.S. Holder's particular facts and circumstances.

U.S. Holders should consult their tax advisors regarding the proper U.S. federal income tax treatment of the Early Consent Fee and the creditability of any Mexican income tax withheld with respect thereto.

Information Reporting and Backup Withholding

In general, information reporting requirements may apply to the Early Consent Fee paid to U.S. Holders, other than to certain exempt recipients. A U.S. Holder may also be subject to backup withholding with respect to the Early Consent Fee unless the U.S. Holder (i) is an exempt recipient and, when required, establishes this exemption or (ii) provides its correct taxpayer identification number and otherwise complies with applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability and, if withholding results in an overpayment of tax, the U.S. Holder may be entitled to a refund, provided that the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption.

CERTAIN MEXICAN TAX CONSIDERATIONS

The following discussion is a general summary of the principal Mexican federal income tax consequences of the payment of an Early Consent Fee in respect of the Consent Solicitation to a Non-Mexican Holder (as defined below), and is based upon the federal tax laws and regulations of Mexico as in effect on the date of this Consent Solicitation, all of which are subject to change, including retroactively, or to new or different interpretations. This summary does not purport to be a comprehensive description of all of the Mexican tax considerations that may be relevant to a decision by a Non-Mexican Holder to participate in a Consent Solicitation and, in connection therewith, receive the Early Consent Fee. In addition, it does not describe any tax consequences (i) arising under the laws of any taxing jurisdiction other than the federal laws of Mexico, (ii) arising under the laws of any state or municipality within Mexico, or (iii) that are applicable to any resident of Mexico for tax purposes or to any person that is deemed to have a permanent establishment for tax purposes in Mexico, that participates in the Consent Solicitation and receives the Early Consent Fee. This summary deals only with Mexican federal tax laws as applicable to holders of Notes that are not residents of Mexico for Mexican federal income tax purposes or who are not deemed

to have a permanent establishment for tax purposes in Mexico to which income relating to the Early Consent Fee is attributable (“*Non-Mexican Holders*”).

The tax implications described herein may vary depending on the applicability of a treaty for the avoidance of double taxation to which Mexico is a party and that is in effect. Mexico has entered into several treaties for the avoidance of double taxation with various countries that are in effect, that may have an impact on the tax treatment of the receipt of the Early Consent Fee.

This summary does not constitute tax advice, does not address all of the Mexican tax consequences that may be applicable to specific Holders of the Notes and does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to deliver a Consent and receive an Early Consent Fee.

Non-Mexican Holders should consult their own tax advisors as to the Mexican or other tax consequences (including tax consequences arising under double-taxation treaties which are in effect) of delivering a Consent and receiving an Early Consent Fee, including, in particular, the application of the tax considerations discussed below to their particular situations, as well as the application of state, municipal, foreign or other tax laws.

For purposes of Mexican taxation, an individual or legal entity that does not satisfy the requirements to be considered a resident of Mexico for tax purposes or that is not deemed to have a permanent establishment in Mexico for tax purposes, will be considered a non-Mexican resident for tax purposes and will be deemed a Non-Mexican Holder for purposes of this summary.

An individual is a resident of Mexico, and as a result the content of this summary will not be applicable to such individual, if such individual has established his or her home in Mexico. When such an individual has both a home in Mexico and in another country, the individual will be considered a resident of Mexico for tax purposes if his or her center of vital interests (*centro de intereses vitales*) is located in Mexico, which is deemed to occur if (i) more than 50% of such individual’s total income, in any given calendar year, derives from a Mexican source, or (ii) such individual’s principal center of professional activities is located in Mexico. Mexican residents who file a change of tax residence to a country or jurisdiction that does not have a comprehensive exchange of information agreement with Mexico and where his or her income is subject to a preferential tax regime as defined by the Mexican law, will be considered Mexican residents for tax purposes during the year of the filing of the notice of such residence change and during the following three years. Unless otherwise proven, Mexican nationals are deemed residents of Mexico for tax purposes. Mexican nationals that are employed by the Mexican government are deemed tax residents of Mexico, even if his or her center of vital interests is located outside of Mexico.

A legal entity is a resident of Mexico, and as a result the content of this summary will not be applicable to such legal entity, if it maintains the principal administration of its business or the place of effective management in Mexico. Under applicable regulations, the principal administration of a business or the place of effective location of management is deemed to exist in Mexico if the individual or individuals having the authority to decide or execute the decisions of control, management, operation or administration are located in Mexico.

If a legal entity or an individual is not a resident of Mexico for tax purposes but is deemed to have a permanent establishment in Mexico for Mexican tax purposes, all income attributable to that permanent establishment, regardless of source, will be subject to Mexican income taxation, in accordance with the Mexican tax laws.

Taxation of Non-Mexican Holders that Deliver a Consent and receive an Early Consent Fee

An Early Consent Fee received by a Non-Mexican Holder will be considered interest income and,

as such, will be subject to Mexican income tax imposed as a withholding. Pursuant to the Mexican Income Tax Law, the payment will be subject to Mexican withholding tax at the current rate of 4.9% because the Notes were placed after satisfying the applicable requirements under Mexican law. If any such requirements were not met, the Mexican withholding tax rate may be imposed at a rate of 10% or higher.

We will pay additional amounts with respect to any Mexican tax withheld from the payment of the Early Consent Fee, so that each recipient of the Early Consent Fee receives an amount equal to the amount such recipient would have received had such Mexican withholding taxes not apply. Other than any such applicable Mexican withholding tax, no additional amounts will be paid in connection with the Early Consent Fee.

DOCUMENTS INCORPORATED BY REFERENCE

The process of incorporation by reference allows us to disclose important information to you without duplicating that information in this Statement. The information we incorporate by reference is considered a part of this Statement.

We are incorporating by reference the documents listed below:

- The audited consolidated financial statements of the Company as of and for the years ended December 31, 2023, 2022 and 2021, available at the following website: <http://www.dfking.com/alfa>;
- The unaudited consolidated interim financial statements of the Company as of and for the six months ended June 30, 2024 and 2023, available at the following website: <http://www.dfking.com/alfa>;
- The audited consolidated financial statements of Sigma as of and for the years ended December 31, 2023, 2022 and 2021, available at the following website: <http://www.dfking.com/alfa>;
- The unaudited consolidated interim financial statements of Sigma as of and for the six months ended June 30, 2024 and 2023, available at the following website: <http://www.dfking.com/alfa>; and
- The press release dated September 10, 2024 (“ALFA moves forward to complete key steps in its transformation process”), available at the following website: <http://www.dfking.com/alfa>.

We may incorporate by reference into this Statement any future public announcements of the Company after the date of this Statement and prior to the Expiration Time, which are identified in those announcements as being incorporated by reference into this Statement. Any such announcements will be available at the following website: <http://www.dfking.com/alfa>.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Statement will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Statement modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Statement.

TABULATION AGENT AND INFORMATION AGENT

D.F. King & Co., Inc. has been appointed as Tabulation Agent for the Consent Solicitation and CUSIP Exchange Offer to receive, tabulate and verify Consents. All Consents and correspondence sent to

the Tabulation Agent should be directed to the address set forth on the back cover of this Statement. The Company has agreed to indemnify the Tabulation Agent for certain liabilities, including liabilities under the federal securities laws. D.F. King & Co., Inc. has agreed to facilitate the Consent Solicitation; however, the Company is solely responsible for the information contained in the Consent Solicitation.

D.F. King & Co., Inc. will act as Information Agent with respect to the Consent Solicitation. Requests for additional copies of and questions relating to the Consent Documents and the Indenture may be directed to the Information Agent at the address and telephone number set forth on the back cover of this Statement. Eligible Holders of the Notes may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitation.

In connection with the Consent Solicitation, directors, officers and regular employees of the Company (who will not be specifically compensated for such services) may solicit Consents by use of the mails, personally or by telephone, facsimile or other means.

The Company will pay the Tabulation Agent and the Information Agent reasonable and customary fees for their services and will reimburse them for their reasonable and documented expenses in connection therewith. The Company will also reimburse brokers and dealers for customary mailing and handling expenses incurred by them in forwarding copies of this Statement and related documents to the beneficial owners of the Notes.

SOLICITATION AGENTS

The Company has engaged J.P. Morgan, Scotiabank and SMBC to act as the exclusive Solicitation Agents in connection with the Consent Solicitation. The Company will pay the Solicitation Agents reasonable and customary fees for their services as Solicitation Agents and will reimburse them for their reasonable and documented out-of-pocket expenses in connection herewith. The Company has agreed to indemnify the Solicitation Agents against certain liabilities in connection with their services as Solicitation Agents. At any time, the Solicitation Agents and their respective affiliates may, in the ordinary course of business, enter into transactions relating to or trade the Notes or other debt securities of the Company or Note Guarantors for their own account or for the accounts of customers and, accordingly, may hold a long or short position in the Notes or such other securities. All inquiries and correspondence addressed to the Solicitation Agents relating to the Consent Solicitation should be directed to the addresses or telephone numbers set forth on the back cover page of this Statement.

The Solicitation Agents assume no responsibility for the accuracy or completeness of the information contained in this Notice or for any failure by the Company to disclose events that may affect the significance or accuracy of that information.

The Solicitation Agents have provided in the past and may continue to provide other investment banking and financial advisory services to the Company and its respective affiliates and could receive customary compensation from the Company for such services.

The Solicitation Agents and their respective affiliates are full service financial institutions engaged in various activities, including securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. In particular, the Solicitation Agents and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Company, the Note Guarantors and their respective affiliates, for which they received or will receive customary fees and expenses. The Solicitation Agents or their respective affiliates may hedge their credit exposure to the Company, the Note Guarantors or their respective affiliates consistent with their respective

customary risk management policies, including hedging such exposure by either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of Notes. The Solicitation Agents and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

FEES AND EXPENSES

The Company will bear all of the costs of the Consent Solicitation. The Company will reimburse the Trustee for the reasonable and documented customary expenses that the Trustee incurs in connection with the Consent Solicitation and the execution of the supplemental indentures (including the reasonable fees and documented expenses of its counsel). The Company will also reimburse banks, trust companies, securities dealers, nominees, custodians and fiduciaries for their reasonable and documented customary expenses in forwarding this Statement and the Consent Documents to beneficial owners of the Notes. The Company will not otherwise pay any fees or commissions to any broker, dealer or other person (other than the Solicitation Agents, the Tabulation Agent, and the Information Agent) in connection with the Consent Solicitation.

MISCELLANEOUS

Eligible Holders residing outside the United States who wish to deliver a Consent must satisfy themselves as to their full observance of the laws of the relevant jurisdiction in connection therewith. If the Company becomes aware of any jurisdiction where the making of the Consent Solicitation would not be in compliance with such laws, the Company will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Consent Solicitation. If, after such good faith effort, the Company cannot comply with any such applicable laws, the Consent Solicitation will not be made to (nor will Consents be accepted from or on behalf of) the Holders of the Notes residing or having a principal place of business in each such jurisdiction.

From time to time, the Company or its affiliates may engage in additional consent solicitations. Any future consent solicitations may be on the same terms or on terms that are more or less favorable to Holders of the Notes than the terms of the Consent Solicitation, as the Company may determine in its sole discretion.

CONSENT SOLICITATION AND CUSIP EXCHANGE OFFER STATEMENT

ALFA, S.A.B. DE C.V.

Questions and requests for assistance or additional copies of the Consent Documents, the First Supplemental Indenture and the Indenture may be directed to the Information Agent at the address below. Eligible Holders should retain their Notes and not deliver any such Notes to the Tabulation Agent or the Information Agent. Duly executed Consents should be sent to the Tabulation Agent at the address provided below in accordance with the instructions set forth in the Consent Documents:

The Information Agent for the Consent Solicitation is:

D.F. King & Co., Inc.

48 Wall Street – 22nd Floor
New York, NY 10005

Banks and Brokers call: (212) 269-5550
All others call toll free: (866) 340-7108
Email: alfa@dfking.com

The Tabulation Agent for the Consent Solicitation is:

D.F. King & Co., Inc.

48 Wall Street – 22nd Floor
New York, NY 10005

Banks and Brokers call: (212) 269-5550
All others call toll free: (866) 340-7108
Email: alfa@dfking.com

Questions and requests for assistance may be directed to the Solicitation Agents at the addresses and telephone numbers set forth below. An Eligible Holder may also contact such Eligible Holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitation.

The Solicitation Agents for the Consent Solicitation are:

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
United States of America
Attention: Latin America Debt
Capital Markets
Phone (Collect): +1 212 8344533
Toll free in the US: +1 866 846
2874

Scotia Capital (USA) Inc.
250 Vesey Street
New York, New York 10281
United States of America
Attention: Liability Management Group
Collect: +1 (212) 225-5559
Toll Free: +1 (833) 498-1660

SMBC Nikko Securities America, Inc.
277 Park Ave 5th Floor
New York, New York 10172
United States of America
Attention: Debt Capital Markets –
Liability Management
Phone (Collect): (212) 224-5163
Toll free in the US: (888) 284-9760