

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

LATAM Airlines Group S.A., *et al.*,

Debtors.¹

Chapter 11

Case No.: 20-11254

Jointly Administered

Reference Docket No. 1004

**ORDER (I) ESTABLISHING BAR DATES FOR FILING
PROOFS OF CLAIM, (II) APPROVING PROOF OF CLAIM
FORM, BAR DATE NOTICES, AND MAILING AND PUBLICATION
PROCEDURES, (III) IMPLEMENTING UNIFORM PROCEDURES REGARDING
503(b)(9) CLAIMS, AND (IV) PROVIDING CERTAIN SUPPLEMENTAL RELIEF**

Upon the Application² of LATAM Airline Group S.A., and its affiliated debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), for entry of an order (this “Order”) (i) establishing the general bar date by which certain creditors must file proofs of claim in these chapter 11 cases (the “General Bar Date”); (ii) establishing the bar date by which a proof of claim relating to the Debtors’ rejection of executory contracts and unexpired leases must be filed (the “Rejection Bar Date”); (iii) establishing the bar date by which creditor

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s tax identification number (as applicable), are: LATAM Airlines Group S.A. (59-2605885); Lan Cargo S.A. (98-0058786); Transporte Aéreo S.A. (96-9512807); Inversiones Lan S.A. (96-5758100); Technical Training LATAM S.A. (96-847880K); LATAM Travel Chile II S.A. (76-2628945); Lan Pax Group S.A. (96-9696800); Fast Air Almacenes de Carga S.A. (96-6315202); Línea Aérea Carguera de Colombia S.A. (26-4065780); Aerovías de Integración Regional S.A. (98-0640393); LATAM Finance Ltd. (N/A); LATAM-Airlines Ecuador S.A. (98-0383677); Professional Airline Cargo Services, LLC (35-2639894); Cargo Handling Airport Services, LLC (30-1133972); Maintenance Service Experts, LLC (30-1130248); Lan Cargo Repair Station LLC (83-0460010); Prime Airport Services Inc. (59-1934486); Professional Airline Maintenance Services LLC (37-1910216); Connecta Corporation (20-5157324); Peuco Finance Ltd. (N/A); Latam Airlines Perú S.A. (52-2195500); Inversiones Aéreas S.A. (N/A); Holdco Colombia II SpA (76-9310053); Holdco Colombia I SpA (76-9336885); Holdco Ecuador S.A. (76-3884082); Lan Cargo Inversiones S.A. (96-9696908); Lan Cargo Overseas Ltd. (85-7752959); Mas Investment Ltd. (85-7753009); Professional Airlines Services Inc. (65-0623014); Piquero Leasing Limited (N/A); TAM S.A. (N/A); TAM Linhas Aéreas S.A. (65-0773334); Aerolinhas Brasileiras S.A. (98-0177579); Prismah Fidelidade Ltda. (N/A); Fidelidade Viagens e Turismo S.A. (27-2563952); TP Franchising Ltda. (N/A); Holdco I S.A. (76-1530348) and Multiplus Corredora de Seguros Ltda. (N/A). For the purpose of these Chapter 11 Cases, the service address for the Debtors is: 6500 NW 22nd Street Miami, FL 33131.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Application.

holding claims that have been amended by the Debtors in their Schedules (the “Amended Schedule Bar Date” and collectively, with the General Bar Date and the Rejection Bar Date, the “Bar Dates”);³ (iv) approving tailored proof of claim forms to be distributed to potential creditors; (v) approving the forms of notice to be used to inform potential creditors of the Bar Dates; (vi) approving mailing and publication procedures with respect to notice of the Bar Dates; and (vii) providing certain supplemental relief; and upon the *Declaration of Ramiro Alfonsín Balza in Support of First Day Motions and Applications in Compliance with Local Rule 1007-2* (ECF No. 3); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York dated January 31, 2012 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest; and the Court having found that the Debtors’ notice of the Application and opportunity for a hearing on the Application was appropriate and no other notice need be provided; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and on the record of the Hearing establish just cause for the relief granted herein; and all objections to the

³ For purposes of this Application, the Bar Dates herein shall not extend to requests for payment of postpetition fees and expenses of professionals retained or sought to be retained by order of the Court in these cases.

Application (if any) having been withdrawn or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED to the extent set forth herein.

1. Bar Dates. The Bar Dates set forth in the Application are hereby

APPROVED.

2. Notices and Forms. The forms of the Bar Date Notice, Notice of Amended Schedules, the Publication Notice and the Claim Forms, substantially in the form of each attached to the Application, and the manner of providing notice of the Bar Dates proposed in the Application, are APPROVED. The form and manner of notice of the Bar Dates approved hereby are deemed to fulfill the notice requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

3. Procedures. The following procedures for the filing of proofs of claim shall apply:

(a) The General Bar Date by which proofs of claim against the Debtors must be filed is **December 18, 2020 at 4:00 p.m., Eastern Time**; *provided that*, in the event that this Order is not entered until after September 25, 2020, the General Bar Date shall be 84 days after the entry of this Order (or the following business day, if the 84th day is not a business day), and all notices shall be revised to reflect such date.

(b) The Rejection Bar Date by which a proof of claim relating to the Debtors' rejection of any executory contract or unexpired lease must be filed is the later of (i) the General Bar Date; (ii) any date this Court has fixed or may fix in the applicable order authorizing such rejection or (iii) the date otherwise stipulated between the Debtors and the contract or lease counterparty; *provided, however*, that if an executory contract or unexpired lease has been rejected pursuant to the Rejection Procedures Order, the Rejection Bar Date shall be thirty-five days from the applicable Rejection Date if no objection is filed or, if an objection is timely filed, thirty days from the applicable Court order.

- (c) The Amended Schedule Bar Date for creditors holding claims which have been amended by the Debtors in their Schedules or added by the Debtors to the Schedules is the later of (i) the General Bar Date and (ii) thirty days after the date that the Notice of Amended Schedules is served on the affected claimant.
- (d) The Governmental Bar Date by which a governmental unit, as defined in section 101(27) of the Bankruptcy Code, must file Prepetition Claims against both the Initial Debtors and the Subsequent Debtors is **January 5, 2021 at 4:00 p.m., Eastern Time**, regardless of the variance in the length of time from the respective Petition Dates for each Debtor.
- (e) Each proof of claim filed for a Prepetition Claim or a 503(b)(9) Claim must: (i) conform substantially with the enclosed Claim Forms or Official Form No. 410, as applicable; (ii) attach copies of any writings upon which the asserted Prepetition Claim or 503(b)(9) Claim is based; (iii) with respect to an asserted 503(b)(9) Claim, also comply with the 503(b)(9) Claims Procedures; and (iv) be signed by the claimant or by an authorized agent of the claimant.
- (f) Proofs of claim must be filed (i) electronically through the Case Website by following instructions for filing proofs of claim electronically, (ii) by mail to the LATAM Claims Processing Center c/o Prime Clerk LLC, Grand Central Station, PO Box 4850, New York, NY 10163-4850 or (iii) by either mail or delivery by hand, courier, or overnight service to (a) LATAM Airlines Group S.A. Claims Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412 Brooklyn, NY 11232, (b) LATAM Airlines Group S.A. Claims Processing Center c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440 New York, NY 10165, (c) LATAM Airlines Claims Processing Center c/o Duff & Phelps, Attn: Prime Clerk LLC, Calle 67 No. 7-35, Torre C Piso 6, Bogotá, Colombia or (d) LATAM Airlines Claims Processing Center c/o Duff & Phelps, Attn: Prime Clerk LLC, Tower Bridge, Avenida Jornalista Roberto Marinho, 85, 5th floor, Sao Paulo 04576-010, Brazil.
- (g) Claim Forms sent by e-mail, facsimile, telecopy or electronic means other than the Case Website will *not* be accepted, *provided, however*, that the foregoing shall not apply to any claims previously submitted, prior to entry of this Order, via electronic filing on the Court's Public Access to Electronic Court Records and that are otherwise in compliance with the procedures herein.

- (h) A proof of claim shall be timely filed only if the Claim Form is *actually submitted* to the Case Website or is *actually received* by the Claims Docketing Center on or before the applicable Bar Date. For the avoidance of doubt, Claim Forms may contain electronic signatures, *provided, however*, that the Debtors reserve their right to make reasonable requests for original signatures with respect to any Claim Forms (and the Debtors may request expungement and disallowance of the applicable claim in the event that such original signatures are not provided within twenty-one days of a reasonable request).
- (i) In the event that the writings upon which a Prepetition Claim or 503(b)(9) Claim is based exceed one-hundred pages, or upon written consent of the Debtors, any Entities asserting such claims may provide written summaries of, or otherwise identify, such writings in lieu of the writings themselves in an addendum to the Claim Form; *provided, however*, that the Debtors or the Creditors' Committee may request the production of such writings, subject to reasonable confidentiality terms that may apply, and *further provided* that the Debtors may request expungement and disallowance of the applicable claim in the event that such requested documentation is not timely provided within ten days of the request of the Debtors or the Creditors' Committee.
- (j) In the event that the writings upon which a Prepetition Claim or 503(b)(9) Claim is based contain confidential information, any Entities asserting such claims may provide redacted versions and/or written summaries of such writings, which redacted versions and/or summaries shall be affixed to the Claim Form; *provided, however*, that the Debtors or the Creditors' Committee may request the production of such writings, subject to reasonable confidentiality terms that may apply, and *further provided* that the Debtors may request expungement and disallowance of the applicable claim in the event that such requested documentation is not timely provided in response to the request of the Debtors or the Creditors' Committee.
- (k) All Entities asserting claims against more than one Debtor are required to (i) file a separate proof of claim for a Prepetition Claim or a 503(b)(9) Claim, as applicable, with respect to each such Debtor and (ii) identify on each proof of claim for a Prepetition Claim or a 503(b)(9) Claim, as applicable, the particular Debtor against which their claim is asserted. Any claim that fails to identify a Debtor shall be deemed as filed only against LATAM Airlines Group S.A. If more than one Debtor is listed on the form, the proof of claim will be treated as filed only against the first-listed Debtor.

4. The following Entities are *not* required to file proofs of claim:
 - (a) any Entity that has already properly filed a proof of claim in a form substantially similar to Official Bankruptcy Form No. 410 against one or more of the Debtors for which no other basis or additional amounts are sought or claims are asserted beyond those listed in the already filed proof of claim;
 - (b) any Entity whose Prepetition Claim is listed in the Debtors' Schedules, *and* is not designated as "disputed," "contingent," or "unliquidated," *and* with respect to which the Entity agrees with the nature, classification and amount that such Prepetition Claim is identified in the Schedules, *and* with respect to which the entity agrees that its Prepetition Claim is an obligation only of the specific Debtor who has listed the Prepetition Claim in its Schedules;
 - (c) any Entity whose Prepetition Claim or 503(b)(9) Claim (including any Prepetition Claim listed in the Debtors' Schedules as set forth in paragraph (b) above) previously has been allowed by, or paid in full pursuant to, an order of this Court;
 - (d) any of the Debtors that hold Prepetition Claims or 503(b)(9) Claims against one or more of the other Debtors;
 - (e) any entity holding a claim for which specific deadlines have been previously fixed by this Court;
 - (f) any current or former equity security holder, as defined in section 101(17) of the Bankruptcy Code, that seeks to assert *only* a proof of interest with respect of the ownership of such equity interests, provided, however, that any equity security holder claiming damages or asserting causes of action based upon or arising from stock ownership would be required to file a proof of claim by the General Bar Date;
 - (g) any Entity (a "Noteholder") whose claim (a "Notes Claim") is limited exclusively to the payment of principal, interest and/or other applicable fees and charges arising from the ownership or holding of any debentures or notes under the following indentures: (i) an indenture dated April 11, 2017 between LATAM Finance Limited and The Bank of New York Mellon as trustee for 6.75% unsecured debentures due April 11, 2024; (ii) an indenture dated February 11, 2019 between LATAM Finance Limited and The Bank of New York Mellon as trustee for 7.00% unsecured debentures due March 1, 2026; (iii) an indenture dated April 24, 2017 between LATAM Parent and Banco del Estado de Chile as trustee, as supplemented on June 12, 2017, July 12, 2017 and August 9, 2017, pursuant to

which LATAM Parent issued its Series A, B, C and D bonds due January 1, 2028; and (iv) an indenture dated September 12, 2018 between LATAM Parent and Banco del Estado de Chile as trustee, as supplemented on October 31, 2018 and April 3, 2019, pursuant to which LATAM Parent issued its Series E bonds due April 15, 2029; provided, however, that each of the exclusions (i) through (iv) shall not apply to the indenture trustee or agent (the “Note Indenture Trustees”) under each of the indentures (the “Indentures”) listed herein; the Indenture Trustees shall each be authorized to file a single proof of claim pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under their respective Indentures; and any Noteholder wishing to assert a claim, other than a Notes Claim, arising out of the Indentures, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies; and

- (h) any Entity (a “Bondholder”) whose claim (a “Bond Claim”) is limited exclusively to the payment of principal, interest and/or other applicable fees and charges arising from the ownership or holding of any bonds related to the following aircraft financing agreements: (i) an EETC facility between Parina Leasing Limited, a non-Debtor former LATAM affiliate, and Wilmington Trust Company as facility agent, maturing November 2027; (ii) an EETC facility between Cuclillo Leasing Limited, a non-Debtor former LATAM affiliate, and Wilmington Trust Company as facility agent, maturing November 2027; (iii) an EETC facility between Rayador Leasing Limited, a non-Debtor former LATAM affiliate, and Wilmington Trust Company as facility agent, maturing November 2027; (iv) an EETC facility between Canastero Leasing Limited, a non-Debtor former LATAM affiliate, and Wilmington Trust Company as facility agent, maturing November 2027; (v) an EXIM facility between Tricahue Leasing LLC, a non-Debtor former LATAM affiliate, and Wells Fargo Trust Company, National Association (“Wells Fargo”) as indenture trustee; (vi) an EXIM facility between Jilguero Leasing LLC, a non-Debtor former LATAM affiliate, and Wells Fargo as indenture trustee; (vii) an EXIM facility between Tagua Leasing LLC, a non-Debtor former LATAM affiliate, and Wells Fargo as indenture trustee; (viii) an EXIM facility between Golondrina Leasing LLC, a non-Debtor former LATAM affiliate, and Wells Fargo as indenture trustee; (ix) an EXIM facility between Fragata Leasing LLC, a non-Debtor former LATAM affiliate, and Wells Fargo as indenture trustee; (x) an EXIM facility between Zarapito Leasing LLC, a non-Debtor former LATAM affiliate, and Wells Fargo as indenture trustee; (xi) an ECA facility between Tenca Leasing Limited, a non-Debtor former LATAM affiliate, and a U.S. Bank affiliate as indenture trustee, maturing November 2024;

and (xii) an ECA facility between Gaviota Leasing Limited, a non-Debtor former LATAM affiliate, and a U.S. Bank affiliate as indenture trustee, maturing May 2025; provided, however, that each of the exclusions (i) through (xii) shall not apply to the foregoing indenture trustees, in their capacity as such, identified in this paragraph and any security trustees, collateral agents or other agents or trustees acting on behalf of a Bondholder or otherwise holding a Bond Claim (collectively, the “Bond Indenture Trustees”)⁴ under each of the aircraft financing agreements listed herein and any related security agreements, guarantees and other transaction documents in favor of the Bond Indenture Trustees in relation to Bond Claims (collectively, the “Financing Agreements”); the Facility Agents shall each be authorized to file a single proof of claim pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of the claims against the Debtors under their respective Financing Agreements; and any Bondholder wishing to assert a claim, other than a Bond Claim, arising out of the Financing Agreements, shall be required to file a proof of claim with respect to such Prepetition Claim on or before the General Bar Date, unless another exception identified herein applies;

- (i) any Entity whose claim (an “RCF Claim”) is limited exclusively to the payment of principal, interest and/or other applicable fees, charges or obligations arising under, related to, or in connection with that certain secured Credit and Guaranty Agreement, dated as of March 29, 2016 (as amended from time to time, the “RCF Credit Agreement”) for \$600,000,000; provided, however, that the foregoing exclusion in this subparagraph shall not apply to Citibank, N.A. (“Citi”) as administrative agent under the RCF Credit Agreement, or any successor agent under the RCF Credit Agreement; that Citi (or any successor agent) is authorized and required to file a single proof of claim pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of all RCF Claims against the Debtors; and any holder of an RCF Claim wishing to assert a claim, other than an RCF Claim, shall be required to file a proof of claim with respect to such claim on or before the General Bar Date, unless another exception identified herein applies;
- (j) any Entity whose claim (a “Spare Engine Facility Claim”) is limited exclusively to the payment of principal, interest, and/or other applicable fees, charges or obligations arising under, related to, or

⁴ For the avoidance of doubt, the Bond Indenture Trustees shall include Wilmington Trust Company, Wells Fargo and the applicable Citibank and U.S. Bank entities or affiliates under the Aircraft Financing Agreements (as defined herein).

in connection with that certain Amended and Restated Loan Agreement in Respect of Forty-Five Spare Engines, dated as of June 29, 2018 (as amended, supplemented, or otherwise modified from time to time, the “Spare Engine Credit Agreement”); *provided, however*, that the foregoing exclusion in this subparagraph shall not apply to Credit Agricole Corporate and Investment Bank (“CA-CIB”), as Agent under the Spare Engine Credit Agreement, or any successor agent under such agreement; that CA-CIB, in such capacity, or any successor agent, is authorized and required to file a single proof of claim pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of all Spare Engine Facility Claims against the Debtors; and any holder of a Spare Engine Facility Claim wishing to assert a claim against the Debtors, other than a Spare Engine Facility Claim, shall be required to file a proof of claim with respect to such claim on or before the General Bar Date, unless another exception identified herein applies; and

- (k) any Entity who holds a claim (a “Yeco/Jacana Claim”) arising under, related to, or in connection with (i) that certain Amended and Restated Participation Agreement, amended and restated as of March 31, 2017 (as amended, supplemented, or otherwise modified from time to time, the “Yeco Participation Agreement”), (ii) that certain Amended and Restated Participation Agreement, amended and restated as of March 31, 2017 (as amended, supplemented, or otherwise modified from time to time, the “Jacana Participation Agreement” and, together with the Yeco Participation Agreement, the “Yeco/Jacana Participation Agreements”), (iii) any “Operative Documents” as defined in the Yeco Participation Agreement, or (iv) any “Operative Documents” as defined in the Jacana Participation Agreement (the documents identified in the preceding clauses (i)-(iv), collectively, the “Yeco/Jacana Operative Documents”); *provided, however*, that the foregoing exclusion in this subparagraph shall not apply to Natixis, as Agent under the Yeco/Jacana Operative Documents, or any successor agent under such documents; that Natixis, in such capacity, or any successor agent, is authorized and required to file a single proof of claim pursuant to section 501(a) of the Bankruptcy Code, on or before the General Bar Date, on account of all Yeco/Jacana Claims against the Debtors; that, notwithstanding the foregoing, Natixis shall have until the Rejection Bar Date to file any proofs of claim against the Debtors arising under, related to, or in connection with any rejection of any Lease or other Yeco/Jacana Operative Document; and any holder of a Yeco/Jacana Claim wishing to assert a claim against the Debtors, other than a Yeco/Jacana Claim, shall be required to file a proof of claim with respect to such claim on or before the General Bar Date, unless another exception identified herein applies.

5. Notwithstanding anything to the contrary in this Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any proof of claim form or notice of the Bar Dates:

- (a) ACE American Insurance Company on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “ACE Companies”) may file a single consolidated proof of claim (the “ACE Proof of Claim”) in the chapter 11 case of LATAM Airlines Group S.A., Case No. 20-11254 (the “Lead Case”) for any amounts or obligations owed to the ACE Companies under various insurance policies and related agreements issued to the Debtors, which shall be deemed filed by each of the ACE Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors;
- (b) Federal Insurance Company on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “Chubb Companies”) may file a single consolidated proof of claim (the “Chubb Proof of Claim”) in the Lead Case for any amounts or obligations owed to the Chubb Companies under various insurance policies and related agreements issued to the Debtors, which shall be deemed filed by each of the Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors;
- (c) Chubb INA International Holdings Ltd., on its own behalf and on behalf of all of its non-U.S.-based affiliates and successors (collectively, the “Foreign Chubb Companies”) may file a single consolidated proof of claim (the “Foreign Chubb Proof of Claim,” and collectively with the ACE Proof of Claim and the Chubb Proof of Claim, the “Consolidated Claims”) in the Lead Case for any amounts or obligations owed to the Foreign Chubb Companies under various insurance policies and related agreements issued to the Debtors and/or for any amounts or obligations owed or belonging to the Foreign Chubb Companies under certain contractual arrangements whereby the Foreign Chubb Companies sell certain travel and accident insurance and assistance services to the Debtors’ customers through various of the Debtors’ sales channels, which Foreign Chubb Proof of Claim shall be deemed filed by each of the Foreign Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors; and
- (d) as the documents supporting the Consolidated Claims are voluminous and contain confidential information, the documents supporting the Consolidated Claims will not be filed with the Consolidated Claims.

Nothing contained in this paragraph shall be construed as a waiver or modification of any rights, claims or defenses, including, without limitation, the right of the ACE Companies, the Chubb Companies or the Foreign Chubb Companies to (a) assert joint and several liability against some or all of the Debtors, (b) modify the Debtor(s) against which the Consolidated Claims are asserted or (c) amend the amount or nature of the Consolidated Claims; *provided, however*, that the Consolidated Claims shall not be disallowed, reduced or expunged solely on the basis that the Consolidated Claims are filed (I) only in the Lead Case and only against LATAM Airlines Group S.A. (instead of in the bankruptcy cases of each or any of the other Debtors), and/or (II) only by ACE American Insurance Company, Federal Insurance Company or Chubb INA International Holdings Ltd. (instead of by each of the ACE Companies, the Chubb Companies or the Foreign Chubb Companies, respectively).

6. Subject to the provisions set forth below, the following Entities must file a proof of claim on or before the General Bar Date to the extent they seek to participate in any of these Chapter 11 Cases or share in any distributions made in connection with any of these Chapter 11 Cases:

- (a) Any Entity whose Prepetition Claim is not listed on the applicable Debtor's Schedule; and
- (b) Any Entity that believes its Prepetition Claim is improperly listed in the Schedules, including with respect to the Debtor against whom the Prepetition Claim is asserted, the classification of the Prepetition Claim, and/or the amount of the Claim.

7. Any Entity that desires to rely on the Schedules for purposes of asserting a Prepetition Claim against the Debtor(s) that have listed such claim on the Schedules will have the responsibility of determining that such claim is accurately listed in all respects.

8. 503(b)(9) Claims. The following procedures shall apply for the filing of 503(b)(9) Claims:

- (a) 503(b)(9) Claimants must use the Claim Forms, attached to the Application as Exhibit A,⁵ to indicate that a 503(b)(9) Claim is being asserted. As set forth in the Claim Form, each 503(b)(9) Claim against the Debtors must include, with specificity: (i) the amount of the 503(b)(9) Claim; (ii) the particular Debtor against which the 503(b)(9) Claim is asserted; (iii) the date of delivery of the goods the 503(b)(9) Claimant contends the Debtor received within twenty days before the Petition Date; (iv) documentation, including invoices, receipts, bills of lading, and the like, identifying with specificity the particular goods for which the 503(b)(9) Claim is being asserted; (v) an identification of which goods (if any) were subject to a demand for reclamation asserted under section 546 of the Bankruptcy Code, and, if applicable, the date of any such reclamation demand timely submitted pursuant to the *Order Establishing and Implementing Exclusive and Global Procedures for Treatment of Reclamation Claims* (ECF No. 65); and (vi) documentation or other evidence that the goods with respect to which the 503(b)(9) Claim is being filed were sold in the ordinary course of the Debtor's business;
- (b) All of the required information shall be sent to Prime Clerk, substantially in the form of the Claim Forms, so as to be actually submitted to the Case Website or actually received by the LATAM Claims Processing Center on or before the General Bar Date;
- (c) 503(b)(9) Claimants shall not file a motion to compel allowance or payment of administrative expenses for their 503(b)(9) Claims. To the extent any 503(b)(9) Claims are allowed pursuant to these 503(b)(9) Claims Procedures and are entitled to administrative priority pursuant to the Bankruptcy Code, the applicable 503(b)(9) Claim shall be paid pursuant to and set forth in such plan of reorganization as shall be confirmed by the Court;
- (d) Nothing in these 503(b)(9) Claims Procedures shall preclude any 503(b)(9) Claimant from filing a motion seeking, after notice and a hearing, payment of 503(b)(9) Claims earlier than provided for herein so long as such motion is predicated on events that have taken place in these cases subsequent to the entry of this Order, and the movant asserts that in light of such subsequent events the earlier payment of the movant's 503(b)(9) Claims is necessary to ensure fair and equitable treatment of such 503(b)(9) Claimants or is otherwise appropriate under the circumstances; and

⁵ The Debtors shall also post the Claim Forms and the Bar Date Notice, along with instructions for filing proof of claim on the website established by the Debtors' claims and noticing agent Prime Clerk LLC ("Prime Clerk") for these Chapter 11 Cases: <https://cases.primeclerk.com/LATAM> (the "Case Website").

- (e) Nothing in these 503(b)(9) Claims Procedures shall affect the rights and remedies and/or defenses of the Debtors, claimants or any other party-in-interest with regard to avoidance of any claim or obligation.

9. Effect of Failure to File by Applicable Bar Date. Any Entity that is required pursuant to this Order to file a proof of claim for a Prepetition Claim or a 503(b)(9) Claim in these chapter 11 cases pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular claim against a Debtor, but that fails to do so on or by the applicable Bar Date, is forever barred, estopped and enjoined from asserting such Prepetition Claim or 503(b)(9) Claim against any of the Debtors (and from filing a proof of claim for a Prepetition Claim or a 503(b)(9) Claim with respect thereto), and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such Prepetition Claim or 503(b)(9) Claim. Additionally, any holder of any Prepetition Claim or 503(b)(9) Claim who is required, but fails, to file a proof of such Prepetition Claim or 503(b)(9) Claim in accordance with this Order on or before the applicable Bar Date shall not be permitted to vote to accept or reject any plan or plans or participate in any distribution in the Debtors' Chapter 11 Cases on account of such Prepetition Claim or 503(b)(9) Claim or to receive further notices regarding such Prepetition Claim or 503(b)(9) Claim.

10. Mailing of Bar Date Notice Packages. The Debtors shall provide actual notice of the Bar Dates by sending hard copies and electronic versions of the Bar Date Notice, attached to the Application as Exhibit B, and the Claim Forms (collectively, the "Bar Date Notice Package") within five business days of the entry of this Order to the following potential parties-in-interest, wherever located: (i) the U.S. Trustee; (ii) counsel for the Creditors' Committee, (iii) all holders of Prepetition Claims and 503(b)(9) Claims listed on the Schedules at the addresses stated therein; (iv) all counterparties to executory contracts and unexpired leases listed on the Schedules at the addresses stated therein; (v) all taxing authorities for locations in

which the Debtors do business; (vi) the Securities and Exchange Commission; (vii) the Federal Aviation Administration; (viii) all government aviation authorities in jurisdictions in which the Debtors operate as listed on the Schedules; (ix) all known lienholders; (x) all known parties to litigation in which the Debtors are involved, as listed on the Schedules; (xi) all known providers of utility services to the Debtors; (xii) all known insurance providers; (xiii) all of the Debtors' ordinary course professionals as of the date of entry of the Proposed Order; (xiv) the Debtors' banks; (xv) the Debtors' secured lenders; (xvi) all Entities requesting notice pursuant to Bankruptcy Rule 2002 as of the date of entry of this Order; (xvii) all parties that have filed proofs of claim in these Chapter 11 cases as of the date of entry of this Order and (xviii) all parties included on the creditor matrix filed in these Chapter 11 cases (collectively, the "Bar Date Notice Parties"). The Debtors will make all reasonable commercial efforts to locate current contact information, including active email addresses reflected in their current business records, for the Bar Date Notice Parties. The Bar Date Notice Package shall further include (in Spanish or Portuguese depending on the Entity's address as indicated in Prime Clerk's service list) a simplified version of the Bar Date Notice (the "Plain Language Notice"), attached hereto as Exhibit 1, and a list of frequently asked questions and answers prepared by the Debtors (the "Bar Date FAQs"), attached hereto as Exhibit 2, the forms of which are hereby approved. The Debtors shall also make the Plain Language Notice and the Bar Date FAQs available on the Case Website. In addition, the Debtors shall use commercially reasonable efforts to request the publication of the Bar Date Notice Package in the *Boletín Concursal* in Chile. Finally, the Debtors shall establish a toll-free telephone hotline for creditors to call for information in English, Spanish and/or Portuguese regarding the Bar Date and the claims process and shall establish local telephone numbers for reaching that hotline in the jurisdictions in which

publication notice is being provided. Those numbers shall be displayed on the Case Website, as well as the Bar Date Notice.

11. With regard to those holders of claims listed on the Schedules, the Debtors shall mail one or more proof of claim forms (as appropriate) substantially similar to the Claim Forms annexed to the Application as Exhibit A, indicating on such Claim Form how the Debtors have scheduled such creditor's claim in the Schedules (including the identity of the Debtor the claim is scheduled against, the amount and classification of the claim, and whether the claim has been scheduled as contingent, unliquidated or disputed).

12. The Debtors may, in their discretion, but shall not be required to, serve the Bar Date Notice on certain Entities that are not Bar Date Notice Parties with which, prior to the Petition Date, the Debtors had done business or that may have asserted a claim against the Debtors in the recent past.

13. Supplemental Mailings of Bar Date Notice Packages. In the event that (i) Bar Date Notice Packages are returned by the post office with forwarding addresses, necessitating a re mailing to the new addresses, (ii) certain parties acting on behalf of parties in interest fail to pass along Bar Date Notice Packages to such parties and instead return their names and addresses to the Debtors for direct mailing and (iii) additional potential claimants become known to the Debtors (collectively, the "Special Bar Date Parties"), the Debtors shall, to the extent they become aware of such Special Bar Date Parties prior to the applicable Bar Dates, make supplemental mailings of the Bar Date Notice Package up to twenty-one days in advance of the applicable Bar Dates, and such supplemental mailings shall be deemed timely.

14. Establishment of Special Bar Dates. The Debtors are authorized to establish special bar dates with respect to those Special Bar Date Parties as to which a mailing or

re mailing of the Bar Date Notice Package is necessary and cannot be accomplished prior to twenty-one days in advance of an applicable Bar Date. With respect to such Special Bar Date Parties, the Debtors are authorized to establish special bar dates at least twenty-one days after the date on which the Debtors mail the notice of each such special bar date. Such notice will substantially take the form of the Bar Date Notice (with necessary modifications to reflect the special bar date provisions). The Debtors shall advise the Court of the establishment of each special bar date by filing a notice, together with a list that specifically identifies the Special Bar Date Parties that are subject thereto and a copy of the Bar Date Notice applicable to the special bar date. In addition to being filed with the Court, the Debtors shall serve such notice upon the U.S. Trustee and counsel for the Committee. The Debtors shall file a certificate of service to evidence the mailing of each special bar date notice to the parties subject thereto.

15. Each of the special bar dates will apply only to the Special Bar Date Parties who are specifically identified as being subject thereto in the lists to be filed with the Court. As to any of such specifically identified parties, however, who may be found to have received effective notice of the Bar Dates, the Debtors do not waive the right to assert that the Bar Dates, rather than the special bar date, governs. The Bar Dates will remain effective and fully enforceable both with respect to known parties who have received actual notice thereof pursuant to the Bar Date Notice and with respect to unknown parties who are deemed to have received constructive notice thereof pursuant to the Publication Notice.

16. Actual Notice of Amended Schedule Bar Date. If and when the Debtors amend their Schedules to reduce the undisputed, noncontingent and liquidated amount, to change the nature or classification of a Prepetition Claim, or add a claim to the Schedules, the Debtors shall provide notice of any such amended or added claim, substantially in the form of Exhibit D

to the Application (the “Notice of Amended Schedules”), to the affected claimant by serving the affected claimant with the Notice of Amended Schedules by first class mail and thereafter filing with the Court a certificate of such service. The date by which creditors holding claims that may be amended by the Debtors in their Schedules must file a proof of claim or amend their previously filed proof of claim (the “Amended Schedule Bar Date”) shall be the later of (i) General Bar Date and (ii) thirty days after the date that notice of the amendment is served on the affected claimant

17. Assistance of Claims Agent. Prime Clerk, the claims agent appointed in these cases, is authorized to facilitate and coordinate the claims reconciliation and bar date notice functions, including the mailing of the Bar Date Notice Packages. To the extent that Prime Clerk requires any assistance with the preparation and mailing of the Bar Date Notice Package, Prime Clerk is authorized to employ and pay necessary service providers, subject to prior approval from the Debtors, and to obtain reimbursement from the Debtors for any such payments on the same terms applicable to its direct services. Prime Clerk is further authorized to take such other actions as may be necessary to ensure timely preparation and mailing of the Bar Date Notice Package.

18. Publication Notice. The Debtors shall cause the Publication Notice, attached to the Application as Exhibit C, to be published in the *New York Times*, the *Wall Street Journal*, *USA Today*, the *Miami Herald* and *La Tercera*, *El Mercurio*, *El Tiempo*, *La Republica*, *O Estado de S. Paulo*, *Valor Económico*, *La Republica*, *El Comercio* and *El Universo* as soon as practicable after entry of this Order but in any event no later than twenty-eight days prior to the earliest of the Bar Dates. The Debtors shall further use commercially reasonable efforts (consistent with Prime Clerk’s past practices regarding electronic notice) to place electronic

banner advertisements, containing a link to an electronic version of the Publication Notice, on the websites of the foregoing publications.

19. Reservation of Rights. The Debtors shall retain and hereby reserve the right to (i) dispute, and/or assert offsets or defenses against, any Prepetition Claim or 503(b)(9) Claim; (ii) subsequently designate any Prepetition Claim as disputed, contingent and/or unliquidated; and (iii) object to any Prepetition Claim, whether scheduled or filed, and any 503(b)(9) Claim, on any grounds.

20. The Debtors are authorized and empowered to take such steps and perform such actions as may be necessary to implement and effectuate the terms of this Order, including without limitation payment of costs incurred in connection with the process of noticing the Bar Dates.

21. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

22. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Application or the implementation, interpretation or enforcement of this Order.

Dated: September 24, 2020
New York, New York

/s/ James L. Garrity, Jr.
HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Plain Language Notice

IMPORTANT LEGAL NOTICE

Deadline for Filing Claims in LATAM Airlines Group S.A. Bankruptcy Case

Claim Forms Must Be Received By December 18, 2020 at 4:00 p.m. Eastern Time

For Questions, Call Toll-Free: (877) 606-3609 (U.S.); (800) 800 914 246 (Chile); 0800 591 1542 (Brazil); 01-800-5189225 (Colombia); (0800) 78528 (Peru); 1800 001 130 (Ecuador); 0800-345-4865 (Argentina).

You have received this mailing because LATAM Airlines Group S.A. and certain of its affiliates (collectively, “LATAM”) have set a general “Bar Date”—a deadline by which any person or entity must file a Proof of Claim **if they believe money is owed to them by LATAM for the period prior to LATAM’S May 26, 2020 bankruptcy filing (or July 7 and 9, 2020 for certain LATAM affiliates in the Cayman Islands and Brazil).**

On May 26, 2020, LATAM Airlines Group S.A. and certain affiliated companies filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York. On July 7 and 9, 2020, certain of LATAM’s affiliates in the Cayman Islands and Brazil also filed voluntary chapter 11 petitions.

Claims in LATAM’s Chapter 11 cases must be filed and received no later than December 18, 2020. This date is known as the “General Bar Date.” If any person or entity believes money is owed to them by LATAM from the period before LATAM filed for Chapter 11, and their claim is not in the narrow categories for which no proof of claim need be filed, then they must file a Proof of Claim before the General Bar Date. This General Bar Date applies to all persons or entities with claims arising during that time period regardless of where in the world they are located. Additional information is enclosed.

What You Need to Know About the Bar Date

1. Receiving this notice does not mean that you have a claim or that LATAM or the Bankruptcy Court believes that you have a claim. If you do not believe you have a claim against LATAM, you do not need to do anything in response to this Notice or return a Proof of Claim Form.
2. If you believe that you have a claim that arose before May 26, 2020 (or July 7 and 9, 2020 for the LATAM affiliates located in the Cayman Islands and Brazil), or that you otherwise are owed money by LATAM from before that date that has not been paid, you **MUST** file a Proof of Claim by the **December 18, 2020** General Bar Date. If you fail to do so, your claim is barred and you will not receive any distribution.
3. If you have already submitted a claim to LATAM’s claims agent, Prime Clerk, prior to receiving this notice, you do not need to file another Proof of Claim.
4. Before any distribution payments are made, a Plan of Reorganization and Disclosure Statement must be approved by the Bankruptcy Court. These documents, once approved,

will explain the claims distribution process and the amounts that will be paid on account of allowed claims.

How to File a Proof of Claim

Enclosed is a Proof of Claim Form to be used for any claims against LATAM. All Proof of Claim Forms must be filed so as to be received on or before December 18, 2020 at 4:00 p.m., Eastern Time. Claims can be filed online or by mail, as follows:

By mail	By mail, hand delivery, courier or overnight service	Electronically
<p>LATAM Airlines Group Claims Processing Center c/o Prime Clerk LLC Grand Central Station P.O. Box 4850 New York, NY 10163-4850</p>	<p>LATAM Airlines Group S.A. Claims Processing Center c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232</p> <p>- or -</p> <p>LATAM Airlines Group S.A. Claims Processing Center c/o Prime Clerk LLC One Grand Central Place, 60 East 42nd Street, Suite 1440 New York, NY 10165</p> <p>- or -</p> <p>LATAM Airlines Claims Processing Center c/o Duff & Phelps Attn: Prime Clerk LLC Calle 67 No. 7-35, Torre C Piso 6 Bogotá, Colombia</p> <p>- or -</p> <p>LATAM Airlines Claims Processing Center c/o Duff & Phelps Attn: Prime Clerk LLC Tower Bridge, Avenida Jornalista Roberto Marinho, 85, 5th floor Sao Paulo 04576-010 Brazil</p>	<p>Access the case website at https://cases.primeclerk.com/LATAM, click the “Submit a Claim” link and follow the instructions as described.</p>

For complete details on who is eligible to file a claim, how to file a claim, the Proof of Claim Form and other information, visit <https://cases.primeclerk.com/LATAM> or call the toll-free information line at (877) 606-3609 (U.S.); (800) 800 914 246 (Chile); 0800 591 1542 (Brazil); 01-800-5189225 (Colombia); (0800) 78528 (Peru); 1800 001 130 (Ecuador); 0800-345-4865 (Argentina). Additional information may be found in the enclosed documents.

Exhibit 2

Bar Date FAQ

LATAM Airlines Group Bar Date Frequently Asked Questions

1. What is a Bar Date?

- The General Bar Date is the last day by which Proofs of Claim must be filed if any person or entity believes they are owed money by LATAM for the period prior to the Chapter 11 filing date of May 26, 2020 (or July 7 and 9, 2020 for certain LATAM affiliates in the Cayman Islands and Brazil).
- The Bar Date has been set for December 18, 2020.

2. Why did I receive the Bar Date Notice?

- The Bar Date Notice has been sent to all known parties that may potentially be owed money by LATAM.
- Please note that the receipt of this notice does not mean that you have a claim or that LATAM or the Bankruptcy Court believe you have a claim.
- If you are unsure whether you have a claim, you should consult with your own legal counsel.

3. What is a Proof of Claim?

- A “Proof of Claim” is the official form that a creditor or other interested party must submit in order to assert a claim against the company.

4. I received the Bar Date Notice and Proof of Claim form, does this mean I have a claim?

- Receipt of this notice and proof of claim form does not mean that you have a claim or that LATAM or the Bankruptcy Court believe you have a claim.
- You should only submit a Proof of Claim if you believe you have an unpaid claim that arose before May 26, 2020 that is subject to the General Bar Date (or July 7 and 9, 2020 for certain LATAM affiliates in the Cayman Islands and Brazil).
- If you are unsure whether you have a claim, you should consult with your own legal counsel.

5. Do I need to file a Proof of Claim?

- You must file a Proof of Claim if you believe you have an unpaid claim against LATAM that arose before May 26, 2020 (or July 7 and 9, 2020 for certain LATAM affiliates in the Cayman Islands and Brazil). If you do not file a Proof of Claim by the General Bar Date, your claim is barred and you will not receive any distribution.
- If you have an unpaid claim relating to the period before May 26, 2020, July 7 and July 9, depending on the LATAM affiliate against which you have the claim and you do not file a Proof of Claim by December 18, 2020, you may not be entitled to receive any payment on your claim once a Chapter 11 Plan is confirmed.
- If you do not believe you have a claim, you do not need to do anything in response to the notice and you do not need to file a proof of claim form.

6. I live outside the United States. Do I still need to file a Proof of Claim?

- Yes. You must file a Proof of Claim if you believe you have an unpaid claim against LATAM that arose before May 26, 2020 (or July 7 and 9, 2020 for certain LATAM affiliates in the Cayman Islands and Brazil), regardless of where in the world you live or where the claim arose.
- If you do not file a Proof of Claim by the General Bar Date, your claim is barred and you will not receive any distribution.

7. Where and how do I submit my Proof of Claim Form?

- Proofs of Claim may be filed through any of the following methods:
 - (i) Completing the electronic Proof of Claim Form on the Claims Agent's website at <https://cases.primeclerk.com/LATAM>.

- (ii) If delivered by mail, at the following addresses:

LATAM Airlines Group S.A. Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

- (iii) If delivered by mail or delivery by hand, courier or overnight service, at the following addresses:

LATAM Airlines Group S.A. Claims Processing Center,
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

- or -

LATAM Airlines Group S.A. Claims Processing Center
c/o Prime Clerk LLC
One Grand Central Place, 60 East 42nd Street, Suite 1440
New York, NY 10165

- or -

LATAM Airlines Claims Processing Center
c/o Duff & Phelps
Attn: Prime Clerk LLC
Calle 67 No. 7-35, Torre C Piso 6
Bogotá, Colombia

- or -

LATAM Airlines Claims Processing Center
c/o Duff & Phelps

Attn: Prime Clerk LLC
Tower Bridge, Avenida Jornalista Roberto Marinho, 85, 5th floor
Sao Paulo 04576-010, Brazil

8. If I file a proof of claim, do I submit to the jurisdiction of the U.S. Court to resolve my claim?

- Yes. Filing a proof of claim in the U.S. Bankruptcy Court submits the filing party to the Court's jurisdiction.

9. Do I have to hire a lawyer in the United States to file a claim?

- Any individual or entity who believes they have a claim may file a Proof of Claim, with or without hiring a lawyer either in the United States or elsewhere.
- If you are unsure of whether you have a claim, however, you should consult with your own legal counsel.

10. I have already filed a proof of claim in these proceedings, must I now file another claim?

- If you have already filed a Proof of Claim in these Chapter 11 cases, you do not need to re-submit your claim at this time.

11. What happens if someone misses the Bar Date deadline to file a claim?

- Any holder of a claim that fails to timely file a Proof of Claim by the General Bar Date is barred from asserting their claims against LATAM and will not receive a distribution on account of such claims going forward.

12. I would like to continue to receive updates on these proceedings. How do I register my email address?

- If you would like to receive further updates you may register your email address for electronic notification of important case documents on the Prime Clerk website here: <https://cases.primeclerk.com/LATAM>.

13. What if I have more questions?

- Call the information hotline toll-free at: (877) 606-3609 (U.S.); (800) 800 914 246 (Chile); 0800 591 1542 (Brazil); 01-800-5189225 (Colombia); (0800) 78528 (Peru); 1800 001 130 (Ecuador); 0800-345-4865 (Argentina).