

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

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In re: : Chapter 11
Grupo Famsa S.A.B. de C.V., :
Debtor.¹ : Case No. 20-11505-SCC
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ORDER, PURSUANT TO BANKRUPTCY CODE SECTIONS 105, 363, 1125, 1126, AND 1128, BANKRUPTCY RULES 2002, 3003, 3016, 3017, 3018, 3020, 9006, 9013, AND 9021, AND LOCAL RULES 3017-1, 3018-1, 3018-2, AND 3020-1 AND 9013 (I) SCHEDULING A COMBINED HEARING TO CONSIDER THE ADEQUACY OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN; (II) APPROVING FORM AND MANNER OF NOTICE OF COMBINED HEARING; (III) APPROVING SOLICITATION PROCEDURES; AND (IV) GRANTING RELATED RELIEF

Upon the motion, (the “Motion”)² of Grupo Famsa S.A.B. de C.V., the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order, pursuant to sections 105, 363, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 3003, 3016, 3017, 3018, 3020, 9006, 9013, and 9021 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 3017-1, 3018-1, 3018-2, and 3020-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), (i) scheduling a combined hearing (the “Confirmation Hearing”) to consider the adequacy of the *Disclosure Statement for the Prepackaged Plan of Reorganization of Grupo Famsa, S.A.B. de C.V. Pursuant to Chapter 11 of the Bankruptcy Code* of the Debtor (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) and confirmation of the

¹ The last four digits of the Debtor’s Mexican federal tax identification number are 5267. The location of the corporate headquarters and the service address for the Debtor is Avenida Pino Suárez 1202 Norte, Piso 3, Unidad “A”, Zona Centro, 64000 Monterrey, Nuevo León, Mexico.

² All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Prepackaged Chapter 11 Plan of the Debtor (as modified, amended, or supplemented from time to time, the “Plan”); (ii) approving the form and manner of notice of Confirmation Hearing; (iii) approving solicitation procedures used in connection with the Debtor’s prepetition solicitation of the Plan described herein and further discussed in the Disclosure Statement (the “Solicitation Procedures”); and (iv) granting related relief; and the Court having held a hearing to consider the relief requested in the Motion (the “Hearing”); and upon the record of the Hearing and upon the Court’s consideration of the First Day Declaration and the Motion and all objections and pleadings filed with respect to the Motion; the Court hereby FINDS AND DETERMINES that: (i) the Court has jurisdiction to consider the Motion and the relief requested therein 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 as of January 31, 2012; (ii) consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b); (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) due and proper notice of the Motion has been provided under the particular circumstances, and no other or further notice need be provided; (v) the relief requested in the Motion is in the best interests of the Debtor and its estate and creditors; (vi) the relief sought in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate, as contemplated by Bankruptcy Rule 6003; and (vii) good cause exists for waiver of the 14 day stay imposed by Bankruptcy Rule 6004(h); and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Any and all objections to the Motion not otherwise settled or withdrawn as set forth in this Order are hereby overruled.

3. The Confirmation Hearing, at which time the Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Plan, shall commence at **10:00 a.m. (prevailing Eastern Time) on July 28, 2020**; *provided, however*, that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtor without further notice other than adjournments announced in open Court or as indicated in any notice, including any notice of agenda of matters scheduled for hearing filed by the Debtor with the Court. The Confirmation Hearing will be conducted telephonically. Parties wishing to participate in or listen to the Confirmation Hearing may register at www.court-solutions.com.

4. The notice of (i) the time fixed for filing objections to confirmation of the Plan, and (ii) the time, date, and place of the Confirmation Hearing, substantially in the form annexed hereto as Exhibit 1 (the “Confirmation Hearing Notice”), complies with the requirements of Bankruptcy Rules 2002 and 3017 and is approved.

5. The Debtor shall serve the Confirmation Hearing Notice on all known holders of Claims and Interests and all other entities entitled to notice in the Chapter 11 Case (regardless of whether such entities are entitled to vote to accept or reject the Plan) by **June 30, 2020**.

6. The Debtor is authorized to cause the service of the Confirmation Hearing Notice on all known holders of Claims and Interests and all other entities entitled to notice in the Chapter 11 Case, which is deemed sufficient and appropriate under the circumstances.

7. Objections to confirmation of the Plan, if any, must be in writing, shall conform to the Bankruptcy Rules and the Local Bankruptcy Rules, and shall be (i) filed with the Court on the docket of *In re Grupo Famsa, S.A.B. de C.V.*, Case No. 20-11505-SCC, and

(ii) served upon (a) the Clerk of the Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (b) proposed counsel for the Debtor, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Pedro A. Jimenez, Esq.; (b) the indenture trustee under the 2020 Notes and under the 9.75% Senior Secured Notes due 2024 and (c) the Office of the United States Trustee for Region 2 Attn: Susan Arbeit, 201 Varick Street #1006, New York, New York 10014, no later than **July 21, 2020 at 4:00 p.m. (prevailing Eastern Time)**. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth herein shall not be considered and shall be deemed overruled.

8. The Debtor and other parties in interest may file and serve (i) as appropriate, replies or omnibus replies to objections that may be filed and served, and (ii) a memorandum in support of confirmation of the Plan, no later than **4:00 p.m. (prevailing Eastern Time) on July 24, 2020**. The Debtor shall file its Plan Supplement also no later than **4:00 p.m. (prevailing Eastern Time) on July 21, 2020**.

9. The schedule of events set forth below relating to confirmation of the Plan is hereby approved in its entirety, and the Court hereby finds the following schedule of events is consistent with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules:

Proposed Solicitation and Confirmation Schedule	
Voting Record Date	May 28, 2020
Distribution of Solicitation Package	May 29, 2020
Voting Deadline	June 23, 2020
Petition Date	June 24, 2020
Distribution of Confirmation Hearing Notice	June 30, 2020
Objection Deadline	July 21, 2020
Reply Deadline	July 24, 2020
Plan Supplement Deadline	July 21, 2020
Confirmation Hearing	July 28, 2020 at 10:00 a.m.

10. For the purposes of determining holders of Claims and Interests entitled to vote to accept or reject the Plan, the Voting Record Date (the “Voting Record Date”) is **May 28, 2020**, with respect to holders of Claims in Class D (the “Voting Class”).

11. To be counted as a vote to accept or reject the Plan, all Ballots and Master Ballots must have been properly executed, completed, and delivered to the Balloting Agent by mail, courier, email, or hand delivery, in each case so as to be actually received by no later than **June 23, 2020 at 5:00 p.m. (prevailing Eastern Time)** (the “Voting Deadline”). The Debtor is authorized, in its sole discretion, to extend the Voting Deadline at any time in respect of any particular voter or the Voting Class, as facts and circumstances may require.

12. Subject to confirmation of the Plan, the Voting Record Date and the Voting Deadline are approved.

13. Subject to confirmation of the Plan, the Solicitation Procedures utilized by the Debtor for distribution of the Solicitation Package as set forth and described in the Motion and the Disclosure Statement in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved.

14. Subject to confirmation of the Plan, the Solicitation Package, including the Ballots and Master Ballots, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, are hereby approved.

15. Subject to confirmation of the Plan, the procedures used for collection, acceptance, and tabulations of votes to accept or reject the Plan as set forth and described in the Motion and the Disclosure Statement and as provided in the Ballots and Master Ballots are approved.

16. The Debtor is not required to mail a copy of the Plan or Disclosure Statement to holders of Claims or Interests that are unimpaired and conclusively presumed to accept the Plan.

17. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

18. The Debtor and its advisors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

19. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20. This Court retains jurisdiction to hear and determine all matters arising from or related to this Order.

Date: June 30, 2020
New York, New York

/S/ Shelley C. Chapman
THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Confirmation Hearing Notice

PAUL HASTINGS LLP
200 Park Avenue
New York, NY 10166
Telephone: (212) 318-6000
Facsimile: (212) 319-4090
Pedro A. Jimenez
Shlomo Maza
Derek D. Cash

Proposed Counsel for the Debtor and Debtor-in-Possession

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

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<i>In re:</i>	:
	: Case No. 20-11505-SCC
Grupo Famsa S.A.B. de C.V.,	:
	:
	:
Debtor. ¹	:
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**NOTICE OF (I) COMMENCEMENT OF PREPACKAGED CHAPTER 11 CASE, (II) COMBINED
HEARING ON (A) DISCLOSURE STATEMENT AND
(B) CONFIRMATION OF THE PLAN OF REORGANIZATION
AND RELATED MATTERS, AND (III) SUMMARY OF CHAPTER 11 PLAN**

PLEASE TAKE NOTICE THAT:

On June 26, 2020 (the "Petition Date"), Grupo Famsa S.A.B. de C.V., the above-captioned debtor and debtor in possession (the "Debtor") filed with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") a proposed prepackaged chapter 11 plan (the "Plan") and a proposed disclosure statement (the "Disclosure Statement") in accordance with sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code").² **You will not receive notice of all documents filed in the Debtor's chapter 11 case.** Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtor's counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, where they are available for review between the hours

¹ The last four digits of the Debtor's Mexican federal tax identification number are 5267. The location of the corporate headquarters and the service address for the Debtor is Avenida Pino Suárez 1202 Norte, Piso 3, Unidad "A", Zona Centro, 64000 Monterrey, Nuevo León, Mexico.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. The statements contained herein are summaries of the provisions contained in the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. To the extent there is a discrepancy between the terms herein and the Plan, the Plan shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

of 9:00 a.m. to 4:30 p.m. (prevailing Eastern Time). **The Plan and Disclosure Statement also are available for inspection on the website address of the Debtor's Balloting Agent, Epiq Corporate Restructuring LLC, at <https://dm.epiq11.com/Famsa>.**

The Plan agreed to by the Debtor and holders of 2020 Notes will achieve the Debtor's restructuring goals by eliminating the Debtor's indebtedness under the 2020 Notes in exchange for the New Notes. The Plan is a "balance sheet" restructuring and is not intended to affect the Debtor's day-to-day operations. The Debtor believes that the restructuring will ensure that, for the foreseeable future, cash generated from operations will be sufficient to allow the Debtor to fund its operations and to increase working capital as necessary to support the Debtor's long-term business plan. ***The holders of 2020 Notes Claims voted to accept the Plan.*** The Debtor believes that any valid alternative to confirmation of the Plan would result in significant delays, litigation, and additional costs and, ultimately, would jeopardize recoveries for holders of allowed Claims and Interests. Of note, the Plan renders all Other Secured Claims, General Unsecured Claims, Intercompany Claims, and Interests unimpaired and contemplates that such Claims will be paid in full in Cash in the ordinary course of business or on the effective date of the Plan.

The following chart summarizes the treatment provided by the Plan to each class of Claims and Interests and indicates the acceptance or rejections of the Plan by each class entitled to vote.

Class	Claim/Equity Interest	Treatment of Claim/Interest	Impaired or Unimpaired	Entitlement to Vote on the Plan	Projected Recovery under the Plan
A	2024 Notes Claims	On the Effective Date, each Holder of an Allowed 2024 Notes Claim shall have its 2024 Notes Claim Reinstated.	Unimpaired	No (Deemed to accept)	100%
B	BBVA Claim	On the Effective Date, the BBVA Claim shall be Reinstated.	Unimpaired	No (Deemed to accept)	100%
C	Other Secured Claims	Each holder of an Allowed Other Secured Claim shall, at the election of the Reorganized Debtor, (i) have the legal, equitable and contractual rights of such Holder Reinstated, or (ii) receive, at the option of the Debtor, (A) Cash in an amount equal to such Allowed Other Secured Claim or (B) such other treatment as renders its Allowed Other Secured Claim Unimpaired or (C) such other treatment as the Reorganized Debtor and the holder of such Allowed Other Secured Claim shall agree.	Unimpaired	No (Deemed to accept)	100%
D	2020 Notes Claims	In <i>full and final</i> satisfaction, settlement, release, and discharge of and exchange for each Allowed 2020 Notes Claim, each Holder of an Allowed 2020 Notes Claim shall receive its Pro Rata share of the New Notes Distribution, with each such	Impaired	Yes	*

Class	Claim/Equity Interest	Treatment of Claim/Interest	Impaired or Unimpaired	Entitlement to Vote on the Plan	Projected Recovery under the Plan
		Holder's pro rata share of the New Notes Distribution to be determined based on whether such Holder held 2020 Notes as of the Record Date, validly voted all of its 2020 Notes prior to the Voting Deadline and delivered its 2020 Notes in accordance with the required procedures.			
E	Bancomext Claim	On the Effective Date, the Bancomext Claim shall be Reinstated.	Unimpaired	No (Deemed to accept)	100%
F	Banco Multiva Claim	On the Effective Date, the Banco Multiva Claim shall be Reinstated.	Unimpaired	No (Deemed to accept)	100%
G	Intercam Claim	On the Effective Date, the Intercam Claim shall be Reinstated.	Unimpaired	No (Deemed to accept)	100%
H	Short Term Notes Claim	On the Effective Date, the Short Term Notes Claim shall be Reinstated.	Unimpaired	No (Deemed to accept)	100%
I	General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall have its Allowed General Unsecured Claim Reinstated and paid on the later to occur of the Effective Date or when such Allowed General Unsecured Claim becomes due in the ordinary course of business of the Debtor or the Reorganized Debtor in accordance with the terms of the particular transaction giving rise to such Allowed General Unsecured Claim.	Unimpaired	No (Deemed to accept)	100%
K	Interests	On the Effective Date, the Allowed Interests shall be Reinstated.	Unimpaired	No (Deemed to accept)	100%

* Holders of 2020 Notes who validly submitted their vote in favor of the Plan prior to the Voting Deadline and delivered their 2020 Notes in accordance with the required procedures will receive (i) New Series A Notes in principal amount equal to the sum of the principal amount of 2020 Notes they hold plus the amount of interest accrued on the 2020 Notes up to the Effective Date and (ii) Cash in an amount of US\$10 per US\$1,000 principal amount of 2020 Notes held by them (the "Cash Payment"). All other holders of 2020 Notes will receive New Series B Notes in a principal amount equal to the principal amount of 2020 Notes that they hold.

Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains certain discharge, release, exculpation, and injunction provisions as follows:

A. Discharge of Claims and Termination of Interests

Except as otherwise provided for [in the Plan] and effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor or any of its assets, property, or Estate; (b) the Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtor's liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all Entities shall be precluded from asserting against the Debtor, the Debtor's Estate, the Reorganized Debtor, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

B. Exculpation

No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Exculpated Claim or any obligation, Cause of Action, or liability for any Exculpated Claim; provided, however, that the foregoing "exculpation" shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted fraud, gross negligence, or willful misconduct; provided, further, that in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to, or in connection with, the Plan. The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of acceptances and rejections of the Plan and the making of distributions pursuant to the Plan and, therefore, are not and shall not be liable at any time for the violation of any applicable, law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

C. Releases Under the Plan

As of the Effective Date, to the extent permitted by applicable law, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Debtor, the Reorganized Debtor, the Estate, the Released Parties and each such Entity's successors and assigns, current and former affiliates, subsidiaries, officers, directors, members, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as such, and only if such Persons occupied any such positions at any time on or after the Petition Date, from any and all Claims, Interests, obligations, rights, liabilities, actions, causes of action, choses in action, suits, debts, demands, damages, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims (including all claims and actions against any Entities under the Bankruptcy Code) whatsoever, whether for tort, contract, violations of federal or state securities laws and Avoidance Actions, including any derivative Claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity asserted or that could possibly have been asserted, or would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtor, the Chapter 11 Case, the 2020 Notes, the 2020 Notes Indenture, the 2020 Notes Guarantees, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor or the Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Releasing Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, solicitation, or preparation of the Disclosure Statement, the Plan, the Plan Supplement, or related

agreements, instruments or other documents, based in whole or in part upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that the foregoing provisions of this Section 8.4 shall have no effect on the liability of any of the Released Parties for gross negligence, willful misconduct, fraud, or criminal conduct as determined by a Final Order entered by a court of competent jurisdiction; provided further that nothing in this Section 8.4 shall release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed to implement, or otherwise given effect under, the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the release set forth in this Section 8.4, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that such release is: (a) important to the Plan; (b) in exchange for the good and valuable consideration provided by the Debtor, the Reorganized Debtor, the Estate and the Released Parties; (c) a good faith settlement and compromise of the Claims released by this Section 8.4; (d) in the best interests of the Debtor and all Holders of Claims and Interests; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; and (g) a bar to any Entity granting a release under this Section 8.4 from asserting any Claim or Cause of Action released by this Section 8.4.

D. "Releasing Party"

"Releasing Party" means each of the following: (a) the Holders of 2020 Notes who (i) affirmatively vote to accept the Plan or (ii) abstain from voting on the Plan; (b) the Trustee; and (c) with respect to each of the foregoing Entities in clauses (a) and (b), such Entity's successors and assigns, and current and former Affiliates, subsidiaries, officers, directors, members, stockholders, partners, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as such.

E. Injunction

Except as otherwise provided [in the Plan] or for obligations issued pursuant hereto, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 8.3 or Section 8.4, have been discharged pursuant to Section 8.2, or are subject to exculpation pursuant to Section 8.5 are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Reorganized Debtor, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estate of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estate of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to the Plan.

Creditors' Meeting

IN THE EVENT THAT THE PLAN IS NOT CONFIRMED ON OR BEFORE 60 DAYS FROM THE PETITION DATE AND THE COURT DETERMINES THAT A MEETING PURSUANT TO SECTION 341(A) OF THE BANKRUPTCY CODE (THE "CREDITORS' MEETING") IS WARRANTED, THE DEBTOR, AFTER CONSULTATION WITH THE COURT AND THE OFFICE OF THE UNITED STATES TRUSTEE, SHALL FILE AND SERVE A NOTICE OF THE DATE, TIME AND PLACE OF THE CREDITORS' MEETING.

Hearing on Confirmation of the Plan and Adequacy of the Disclosure Statement

The hearing to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Court shall be held before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, at the United States Bankruptcy Court, One Bowling Green, New York, New York 10004, on July 28, 2020 at 10:00 a.m. (prevailing Eastern Time) (the “Confirmation Hearing”). Note: In light of COVID-19, the Confirmation Hearing may be conducted telephonically. Parties wishing to participate telephonically in the Confirmation Hearing must make arrangements through CourtSolutions LLC (www.court-solutions.com). Instructions to register for CourtSolutions LLC are attached to General Order M-543. Please refer to the Bankruptcy Court’s website (www.nysb.uscourts.gov) for further updates.

The Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtor without further notice other than adjournments announced in open Court or as indicated in any notice, including any notice of agenda of matters scheduled for hearing filed by the Debtor with the Court.

Any objections (each, an “Objection”) to the Disclosure Statement and the Plan, must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the Southern District of New York; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; and (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objection.

Objections must be filed with the Court and served so as to be **actually received** no later than July 21, 2020 at 4:00 p.m. (prevailing Eastern Time) (the “Objection Deadline”) by: (a) proposed counsel for the Debtor, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Pedro A. Jimenez, Esq.; (b) the indenture trustee under the 2020 Notes and under the 9.75% Senior Secured Notes due 2024, the Bank of New York Mellon and (c) the Office of the United States Trustee for Region 2 Attn: Susan Arbeit, 201 Varick Street #1006, New York, New York 10014; and (d) those entities who have filed a notice of appearance in the Chapter 11 Case.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, EXCULPATION, RELEASE, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: June 30, 2020
New York, New York

Pedro A. Jimenez

Pedro A. Jimenez, Esq.
Shlomo Maza, Esq.
PAUL HASTINGS LLP
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Proposed Counsel to the Debtor and Debtor-in-Possession

Exhibit 2

Form of Beneficial Owner Ballot for Class D (2020 Notes Claims)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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: Chapter 11
In re: :
: Case No. 20-11505-SCC
Grupo Famsa S.A.B. de C.V., :
: Debtor.¹ :
: :
----- X

**BALLOT FOR ACCEPTING OR REJECTING PREPACKAGED PLAN OF REORGANIZATION OF
GRUPO FAMSA, S.A.B. DE C.V. PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS D: 2020 NOTES CLAIMS

**PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED VOTING
INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS
BALLOT.**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS JUNE
23, 2020 AT 5:00 P.M. (PREVAILING EASTERN TIME).**

Grupo Famsa S.A.B. de C.V. (the “Debtor”) is soliciting votes with respect to the *Prepackaged Plan of Reorganization of Grupo Famsa, S.A.B. de C.V. Pursuant to Chapter 11 of the Bankruptcy Code*, dated May 29, 2020 (as modified, amended, or supplemented from time to time, the “Plan”)² and the *Disclosure Statement for the Prepackaged Plan of Reorganization of Grupo Famsa, S.A.B. de C.V. Pursuant to Chapter 11 of the Bankruptcy Code*. (as modified, amended, or supplemented from time to time, the “Disclosure Statement”). The Plan, the Disclosure Statement and other materials included in the packet you are receiving with this ballot (a “Beneficial Owner Ballot”) are collectively referred to as the “Solicitation Package”.

This Beneficial Owner Ballot is being sent to you because records indicate that you are the holder of Senior Notes indicated on Exhibit A as of May 28, 2020 (the “Voting Record Date” and the Class D Senior Notes held as of the Voting Record Date, the “2020 Notes Claims”) and, accordingly, you may have a right to vote to accept or reject the Plan. You may hold your 2020 Notes as a beneficial owner (each, a “Beneficial Owner”) through a bank, broker, or other financial institution that holds those 2020 Notes “in street name” on your behalf (your “Nominee”), in which case you will need to coordinate with your Nominee to submit your vote.

This Beneficial Owner Ballot may not be used for any purpose other than for submitting votes with respect to the Plan and provide your automatic direction to deliver your 2020 Notes in connection with any vote to Accept the Plan. Your rights are described in the Disclosure Statement. **Please see below for “IMPORTANT INFORMATION REGARDING PLAN TREATMENT FOR HOLDERS OF 2020 NOTES.”**

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in

¹ The Debtor’s Mexican federal tax identification number is GFA971015267. The location of the corporate headquarters and the service address for the Debtor is Avenida Pino Suárez 1202 Norte, Piso 3, Unidad “A”, Zona Centro, 64000 Monterrey, Nuevo León, Mexico.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and the Disclosure Statement, as applicable.

each impaired Class of Claims who vote on the Plan and (ii) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may confirm the Plan nonetheless if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of sections 1129(a) and 1129(b) of the Bankruptcy Code.

If you need to obtain additional solicitation materials or information on casting your vote, please contact your Nominee.

IMPORTANT INFORMATION REGARDING PLAN TREATMENT FOR HOLDERS OF 2020 NOTES:

Holders of 2020 Notes as of the Record Date who validly submit their vote in favor of the Plan prior to the Voting Deadline and deliver their 2020 Notes in accordance with the required procedures will receive (i) new 10.25% senior notes due December 15, 2023 (the “New Series A Notes”) in a principal amount equal to the principal amount of 2020 Notes that they hold plus the amount of interest accrued on the 2020 Notes up to the Effective Date of the Plan and (ii) cash in an amount of US\$10 per US\$1,000 principal amount of 2020 Notes held by them (the “Cash Payment”).

All other holders of 2020 Notes will receive new 9.75% senior notes due December 15, 2024 (the “New Series B Notes”) in a principal amount equal to the principal amount of 2020 Notes that they hold.

IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE PROVIDING YOUR INSTRUCTIONS TO THE DTC PARTICIPANT HOLDING YOUR NOTES TO *AUTOMATICALLY* DELIVER YOUR 2020 NOTES IN ACCORDANCE WITH THE REQUIRED PROCEDURES, AS DESCRIBED IN ITEM 5, #5.

PLEASE REVIEW THE DISCLOSURE STATEMENT, THE PLAN, AND THE VOTING INFORMATION AND INSTRUCTIONS BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND YOUR CLASSIFICATION AND TREATMENT UNDER THE PLAN. PLEASE NOTE THAT EPIQ BANKRUPTCY SOLUTIONS, LLC (“EPIQ” OR THE “BALLOTING AGENT”) CANNOT PROVIDE YOU WITH LEGAL ADVICE.

THIS BENEFICIAL OWNER BALLOT IS FOR VOTING ALL OF YOUR 2020 NOTES CLAIMS AGAINST THE DEBTOR. YOU MAY NOT SPLIT YOUR VOTE. IF YOU HOLD 2020 NOTES CLAIMS THROUGH MORE THAN ONE NOMINEE, YOU MUST CAST THE APPROPRIATE VOTE THROUGH EACH RESPECTIVE NOMINEE, AND YOU MUST VOTE ALL YOUR 2020 NOTES CLAIMS CONSISTENTLY.

IF IT IS YOUR NOMINEE’S STANDARD PRACTICE TO COLLECT YOUR VOTE VIA A VOTER INFORMATION FORM, E-MAIL, TELEPHONE, OR OTHER CUSTOMARY MEANS OF COMMUNICATION, YOUR NOMINEE IS AUTHORIZED TO USE THOSE STANDARD PRACTICES IN LIEU OF THIS BENEFICIAL OWNER BALLOT AND YOU SHOULD FOLLOW YOUR NOMINEE’S INSTRUCTIONS.

IF A MASTER BALLOT FROM YOUR NOMINEE INCLUDING YOUR VOTE (OR A PRE-VALIDATED BALLOT (AS DESCRIBED HEREIN)) IS NOT RECEIVED BY THE BALLOTING AGENT BY 5:00 P.M., PREVAILING EASTERN TIME, ON JUNE 23, 2020, AND SUCH DEADLINE IS NOT EXTENDED, YOUR VOTE WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN. IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

WITH RESPECT TO THE PLAN, IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED OR IF BOTH THE “ACCEPT” AND “REJECT” BOXES ARE CHECKED, THIS BENEFICIAL OWNER BALLOT WILL NOT BE COUNTED AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN.

ANY BENEFICIAL OWNERS OF 2020 NOTES CASTING BENEFICIAL OWNER BALLOTS PRIOR TO THE VOTING DEADLINE SHALL NOT BE ENTITLED TO CHANGE THEIR VOTE OR CAST NEW BENEFICIAL OWNER BALLOTS UNLESS OTHERWISE PERMITTED BY THE DEBTOR OR THE BANKRUPTCY COURT AFTER THE DEBTOR COMMENCES THE CHAPTER 11 CASE.

ANY VOTE CAST BY A BENEFICIAL OWNER WILL NOT BE COUNTED FOR PURPOSES OF ACCEPTANCE OR REJECTION OF THE PLAN UNTIL SUCH OWNER’S NOMINEE PROPERLY COMPLETES AND DELIVERS TO THE BALLOTING AGENT A MASTER BALLOT THAT REFLECTS THE VOTE OF SUCH BENEFICIAL OWNER (OR THE BENEFICIAL OWNER SUBMITS TO THE BALLOTING AGENT A BENEFICIAL OWNER BALLOT PROPERLY PRE-VALIDATED BY THE OWNER’S NOMINEE).

PLEASE REVIEW THE ACKNOWLEDGEMENT CONTAINED IN ITEM 5. IF THIS BENEFICIAL OWNER BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BENEFICIAL OWNER BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BENEFICIAL OWNER
BALLOT**

1. The Debtor is soliciting votes of holders of 2020 Notes Claims with respect to the Plan that accompanies the Beneficial Owner Ballot. Capitalized terms used but not otherwise defined in the Beneficial Owner Ballot or these instructions shall have the meanings ascribed to them in the Plan and the Disclosure Statement, copies of which also accompany the Beneficial Owner Ballot.
2. This Beneficial Owner Ballot is submitted to you to solicit your vote to accept or reject the Plan. The Court may confirm the Plan and thereby bind you to the terms of the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THE BENEFICIAL OWNER BALLOT.**
3. Please review the information contained in Item 1 for accuracy. The corresponding CUSIPs / ISINs for the 2020 Notes Claims are set forth on Exhibit A hereto. Please check the appropriate box on Exhibit A to indicate under which CUSIP / ISIN you hold (and therefore are voting) your 2020 Notes Claims, unless already indicated by your Nominee.
4. In order for your vote to be counted, you must vote all your 2020 Notes Claims to accept or reject the Plan. You may not split your vote. A Beneficial Owner Ballot that partially rejects and partially accepts the Plan will not be counted as either an acceptance or rejection of the plan.
5. Pursuant to the Plan, you are deemed to have given the releases (“Releases”) in Section 8.4 of the Plan if you (a) vote to accept the Plan (whether or not you check the box in Item 3), (b) fail to submit your vote by the Voting Deadline, or (c) submit the Beneficial Owner Ballot but abstain from voting to accept or reject the Plan without checking the box in Item 3 of the Beneficial Owner Ballot. If you vote to reject the Plan, you are deemed not to have given the Releases. You may check the box in Item 3 only if (a) you are entitled to opt out of the Releases in Section 8.4 of the Plan and (b) you submit the Beneficial Owner Ballot but abstain from voting to accept or reject the Plan. If you vote to reject the Plan, you will be deemed to opt-out of the Releases.
6. IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE PROVIDING YOUR INSTRUCTIONS TO THE DTC PARTICIPANT HOLDING YOUR NOTES TO AUTOMATICALLY DELIVER YOUR 2020 NOTES IN ACCORDANCE WITH THE REQUIRED PROCEDURES. THIS WILL ALLOW YOU TO RECEIVE THE NEW SERIES A NOTES, IN ADDITION TO THE CASH PAYMENT. All other Holders of 2020 Notes will receive New Series B Notes.
7. Complete the Beneficial Owner Ballot by following the instructions of your Nominee (if any).
8. **Votes (whether cast through a Master Ballot or pre-validated Beneficial Owner Ballot) must be received by the Balloting Agent by 5:00 p.m., (prevailing Eastern Time), on June 23, 2020 (the “Voting Deadline”).** If a vote is received after the Voting Deadline, it will not be counted. Beneficial Owner Ballots should not be sent to the Debtor or the Bankruptcy Court.
9. If you are a Beneficial Owner holding securities through a Nominee, you or your Nominee can vote on the Plan in one of the two following ways:
 - a. Complete and sign the Beneficial Owner Ballot pursuant to your Nominee’s instructions. Return the Beneficial Owner Ballot to the Nominee as promptly as possible and in sufficient time to allow such Nominee to process the Beneficial Owner Ballot and return it to the Balloting Agent on a Master Ballot by the Voting Deadline. If no return envelope or instructions were provided for processing your vote, the Nominee must be contacted for instructions. If it is your custom to communicate with your Nominee by other means such as email, facsimile, internet or telephone, then your Nominee may accept your voting instructions by such means in lieu of this Beneficial Owner Ballot; or
 - b. If your Beneficial Owner Ballot has been signed (or “pre-validated”) by your Nominee, complete and sign the pre-validated Beneficial Owner Ballot. Return the pre-validated Beneficial Owner Ballot to the Balloting Agent by the Voting Deadline according to the instructions provided by your Nominee.

10. Any Beneficial Owner Ballot returned to a Nominee by a Beneficial Owner will not be counted for purposes of acceptance or rejection of the Plan until such Nominee properly completes and timely delivers to the Balloting Agent a Master Ballot that reflects the vote of such Beneficial Owner.
11. Each Nominee should advise its Beneficial Owners to return their Beneficial Owner Ballots to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Balloting Agent so that it is actually received by the Balloting Agent before the Voting Deadline.
12. **Each Beneficial Owner Ballot you receive is for voting only those Claims described on the Beneficial Owner Ballot. Please complete and return each Beneficial Owner Ballot you receive pursuant to accompanying instructions. This Beneficial Owner Ballot is designated only for voting 2020 Notes Claims in Class D.** You must vote all of your Claims under the Plan either to accept or reject the Plan.
13. If you are completing this Beneficial Owner Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing and, if requested, submit satisfactory evidence of your authority to do so (*i.e.*, a power of attorney).
14. The Beneficial Owner Ballot does not constitute and shall not be deemed a proof of Claim or Interest or an assertion of a Claim or Interest.
15. Contact the Balloting Agent at the number or email address listed below if you need any additional information:
Telephone: (646)-282-2500, or via electronic mail to Tabulation@epiqglobal.com (please reference “Famsa” in the subject line).

Item 1. Voting Amount of 2020 Notes Claims. The undersigned certifies that, as of the Voting Record Date and for purposes of voting to accept or reject the Plan, the undersigned is a holder of 2020 Notes in the following aggregate principal amount:

\$ _____³
(Principal Amount of 2020 Notes)

Item 2. Vote to Accept or Reject the Plan. The undersigned, a holder of a 2020 Notes Claim set forth in Item 1, votes as follows (vote either to “Accept” or “Reject,” not both)

- ☐ **ACCEPT** the Plan.
- ☐ **REJECT** the Plan.

IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE PROVIDING YOUR INSTRUCTIONS TO THE DTC PARTICIPANT HOLDING YOUR NOTES TO AUTOMATICALLY DELIVER YOUR 2020 NOTES IN ACCORDANCE WITH THE REQUIRED PROCEDURES, AS DESCRIBED IN IN ITEM 5, #5.

Item 3. Releases Under Section 8.4 of the Plan

SECTION 8.4 OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY RELEASING PARTIES:

As of the Effective Date, to the extent permitted by applicable law, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Debtor, the Reorganized Debtor, the Estate, the Released Parties and each such Entity’s successors and assigns, current and former affiliates, subsidiaries, officers, directors, members, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as such, and only if such Persons occupied any such positions at any time on or after the Petition Date, from any and all Claims, Interests, obligations, rights, liabilities, actions, causes of action, choses in action, suits, debts, demands, damages, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims (including all claims and actions against any Entities under the Bankruptcy Code) whatsoever, whether for tort, contract, violations of federal or state securities laws and Avoidance Actions, including any derivative Claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity asserted or that could possibly have been asserted, or would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtor, the Chapter 11 Case, the 2020 Notes, the 2020 Notes Indenture, the 2020 Notes Guarantees, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor or the Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between

³ For voting purposes only. Subject to tabulation rules.

the Debtor and any Releasing Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, solicitation, or preparation of the Disclosure Statement, the Plan, the Plan Supplement, or related agreements, instruments or other documents, based in whole or in part upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that the foregoing provisions of this Section 8.4 shall have no effect on the liability of any of the Released Parties for gross negligence, willful misconduct, fraud, or criminal conduct as determined by a Final Order entered by a court of competent jurisdiction; provided further that nothing in this Section 8.4 shall release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed to implement, or otherwise given effect under, the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the release set forth in this Section 8.4, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that such release is: (a) important to the Plan; (b) in exchange for the good and valuable consideration provided by the Debtor, the Reorganized Debtor, the Estate and the Released Parties; (b) a good faith settlement and compromise of the Claims released by this Section 8.4; (c) in the best interests of the Debtor and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any Entity granting a release under this Section 8.4 from asserting any Claim or Cause of Action released by this Section 8.4

THE PLAN DEFINES "RELEASED PARTY" AS FOLLOWS:

"Released Party" means each of the following: (a) the Debtor; (b) the Non-Debtor Guarantors; (c) the Trustee; and (d) with respect to each of the foregoing Entities in clauses (a) through (c), such Entity's successors and assigns, and current and former Affiliates, subsidiaries, officers, directors, members, stockholders, partners, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, solely in their respective capacities as such.

IMPORTANT INFORMATION REGARDING RELEASES:

YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASES ONLY IF (A) YOU ARE ENTITLED TO OPT OUT OF THE RELEASES AND (B) YOU SUBMIT THE BENEFICIAL OWNER BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN.

IF YOU (A) VOTE TO ACCEPT THE PLAN (WHETHER OR NOT YOU CHECK THE BOX BELOW), (B) FAIL TO SUBMIT YOUR VOTE BY THE VOTING DEADLINE, OR (C) SUBMIT THE BENEFICIAL OWNER BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN SECTION 8.4 OF THE PLAN.

IF YOU VOTE TO REJECT THE PLAN, YOU ARE DEEMED NOT TO HAVE GIVEN THE RELEASES AND YOU NEED NOT CHECK THE BOX BELOW TO OPT OUT OF THE RELEASES.

The Holder of the 2020 Notes Claims set forth in Item 1 elects to:

☐ Opt Out of the Releases.

Item 4. Certification Regarding Votes Cast on Other Beneficial Owner Ballots in Respect of 2020 Notes Under the Plan. If the Beneficial Owner(s) on behalf of which this Beneficial Owner Ballot is being cast has (have) cast other Beneficial Owner Ballots on account of the beneficial ownership of any 2020 Notes, the

undersigned certifies (certify) that the requisite information regarding any other Beneficial Owner Ballots cast by the Beneficial Owner(s) has been included in the table below (or on additional sheet attached hereto). Do not include in the following table information relating to 2020 Notes being voted on this Beneficial Owner Ballot. *Only information relating to other Beneficial Owner Ballots cast by the Beneficial Owner(s) on account of the beneficial ownership of 2020 Notes should be identified in this Item 4.* Please attach additional sheets if necessary.

OTHER BENEFICIAL OWNER BALLOTS CAST IN RESPECT OF 2020 NOTES CLAIMS				
	Beneficial Owner's Name or Record Holder Customer Account Number(s)	Broker, Bank, Dealer or Other Agent or Nominee Through Which Senior Secured Notes Are Held (if applicable)	Aggregate Principal Amount of Other 2020 Notes Held and Voted	CUSIP Number of Other 2020 Notes
1.				
2.				
3.				
4.				

Item 5. Acknowledgments and Certifications. By signing this Beneficial Owner Ballot, the undersigned certifies that:

1. as of the Voting Deadline, the undersigned was (a) the holder of the Claims being voted or (b) the authorized signatory for a holder of the Claims being voted in the amount set forth in Item 1;
2. the holder has received a copy of the Disclosure Statement and Plan and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the holder has not relied on any statement made or other information received from any entity with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the holder has cast the same vote with respect to all of the holder's 2020 Notes Claims and no other Beneficial Owner Ballots with respect to the same 2020 Notes Claims have been cast, or, if any other Beneficial Owner Ballots have been cast with respect to such 2020 Notes Claims, then any such Beneficial Owner Ballots are revoked;
5. **the holder understands and acknowledges that a vote to Accept the Plan will authorize the Debtors and the DTC Participant submitting such vote to treat this Ballot as a direction to (i) automatically arrange for the DWAC Withdrawal of the 2020 Notes described in Item 1 at the appointed date and time, as relayed by the Balloting Agent to the DTC Participant, and (ii) automatically arrange for the DWAC Deposit of New Class A Notes, and to accept the Cash Payment, on my behalf, on or as soon as practicable after the Effective Date as relayed by the Balloting Agent to the DTC Participant;**
6. the holder understands and acknowledges that if multiple Beneficial Owner Ballots are received with respect to the 2020 Notes Claims set forth in Item 1 prior to the Voting Deadline (as it may have been extended by the Debtor), the last Beneficial Owner Ballot or Master Ballot timely received supersedes and revokes any previously received Beneficial Owner Ballot or Master Ballot; *provided*, that the Debtor reserves the absolute right, at any time or from time to time, to extend the period of time (on a daily basis, if necessary) during which Beneficial Owner Ballots will be accepted for any reason, including determining whether or not the requisite number of acceptances have been received, by making a public announcement of such extension no later than the first business day next succeeding the previously announced Voting Deadline; and

7. the holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Beneficial Owner Ballot, and every obligation of the holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the holder and shall not be affected by, and shall survive, the death or incapacity of the holder, other than with respect to the Cash Payment.

Name of the Beneficial Owner

Social Security or Federal Tax I.D. No. (optional)

Signature

If by Authorized Agent, Name and Title

Name of Institution (if different than above)

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**PLEASE FOLLOW THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE AND RETURN YOUR
BENEFICIAL OWNER BALLOT (OR OTHERWISE CAST YOUR VOTE) PROMPTLY!**

Exhibit A

Please check one (1) box below to indicate the CUSIP/ISIN to which this Beneficial Owner Ballot pertains:

Class D (2020 Notes)		
<input type="checkbox"/>	7.25% Senior Notes (144A) due 2020	CUSIP 40052WAC6 / ISIN US40052WAC64
<input type="checkbox"/>	7.25% Senior Notes (REG-S) due 2020	CUSIP P7700WCG3 / ISIN USP7700WCG35

Exhibit 3

Form of Master Ballot

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
: Chapter 11
In re: :
: Case No. 20-11505-SCC
Grupo Famsa S.A.B. de C.V., :
: Debtor.¹ :
----- X

**MASTER BALLOT FOR ACCEPTING OR REJECTING PREPACKAGED
CHAPTER 11 PLAN OF GRUPO FAMSA S.A.B. DE C.V.**

CLASS D: 2020 NOTES CLAIMS

**FOR USE BY BROKERS, BANKS, DEALERS, AND OTHER AGENTS OR
NOMINEES FOR BENEFICIAL OWNERS OF THE 2020 NOTES**

**PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED VOTING
INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS
BALLOT.**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS JUNE
23, 2020 AT 5:00 P.M. (PREVAILING EASTERN TIME).**

Grupo Famsa S.A.B. de C.V. (the “Debtor”) is soliciting votes with respect to the *Prepackaged Plan of Reorganization of Grupo Famsa, S.A.B. de C.V. Pursuant to Chapter 11 of the Bankruptcy Code*, dated May 29, 2020 (as modified, amended, or supplemented from time to time, the “Plan”)² and the *Disclosure Statement for the Prepackaged Plan of Reorganization of Grupo Famsa S.A.B. de C.V. Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Disclosure Statement”). The Plan, Disclosure Statement and other materials included in the packet you are receiving with this master ballot are collectively referred to as the “Solicitation Package”.

This master ballot (the “Master Ballot”) is to be used by brokers, banks, commercial banks, trust companies, dealers, or other agents or nominees (each, a “Nominee”) for summarizing votes cast by the beneficial owners (the “Beneficial Owners”) of the Class D Senior Notes bearing the CUSIPs / ISINs set forth on Exhibit A hereto as of May 28, 2020 (the “Voting Record Date” and the Class D Senior Notes held as of the Voting Record Date, the “2020 Notes Claims”) to accept or reject the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the 2020 Notes who timely cast a vote on the Plan and (ii) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code.

¹ The Debtor’s Mexican federal tax identification number is GFA971015267. The location of the corporate headquarters and the service address for the Debtor is Avenida Pino Suárez 1202 Norte, Piso 3, Unidad “A”, Zona Centro, 64000 Monterrey, Nuevo León, Mexico.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and the Disclosure Statement, as applicable.

THIS MASTER BALLOT IS NOT A LETTER OF TRANSMITTAL AND MAY NOT BE USED FOR ANY PURPOSE OTHER THAN TO VOTE TO ACCEPT OR REJECT THE PLAN.

THE BALLOTING AGENT IS EPIQ BANKRUPTCY SOLUTIONS, LLC (“EPIQ” OR THE “BALLOTING AGENT”).

THE DEBTOR IS PROVIDING A BALLOT FOR YOUR BENEFICIAL OWNER CLIENTS TO USE TO CONVEY TO YOU THEIR VOTES ON THE PLAN AS WELL AS THEIR OPT-OUT ELECTION (IF APPLICABLE) AND AUTHORIZATION TO DELIVER THEIR 2020 NOTES (IF APPLICABLE) (A “BENEFICIAL OWNER BALLOT”). PLEASE NOTE THAT IF IT IS YOUR STANDARD PRACTICE TO COLLECT VOTES FROM YOUR BENEFICIAL OWNER CLIENTS VIA A VOTER INFORMATION FORM, E-MAIL, TELEPHONE, OR OTHER CUSTOMARY MEANS OF COMMUNICATION, YOU ARE AUTHORIZED TO USE THOSE STANDARD PRACTICES IN LIEU OF COLLECTING AN ACTUAL BENEFICIAL OWNER BALLOT.

PLEASE COMPLETE <u>ITEM 1</u> THROUGH <u>ITEM 5</u> . IF THIS MASTER BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, NO VOTES CAST THROUGH THIS MASTER BALLOT WILL BE VALID OR COUNTED AS HAVING BEEN CAST.
--

IMPORTANT INFORMATION REGARDING PLAN TREATMENT FOR HOLDERS OF 2020 NOTES:

Holders of 2020 Notes who were holders as of the Voting Record Date and who validly submit their vote in favor of the Plan prior to the “Voting Deadline and deliver their 2020 Notes in accordance with the required procedures will receive (i) new 10.25% senior notes due December 15, 2023 (the “New Series A Notes”) in a principal amount equal to the principal amount of 2020 Notes that they hold plus the amount of interest accrued on the 2020 Notes up to the effective date of the Plan and (ii) cash in an amount of US\$10 per US\$1,000 principal amount of 2020 Notes held by them (the “Cash Payment”).

All other holders of 2020 Notes will receive new 9.75% senior notes due December 15, 2024 (the “New Series B Notes”) in a principal amount equal to the principal amount of 2020 Notes that they hold.

THE BENEFICIAL OWNER BALLOT INDICATES THAT “IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE PROVIDING YOUR INSTRUCTIONS TO THE DTC PARTICIPANT HOLDING YOUR NOTES TO *AUTOMATICALLY* DELIVER YOUR 2020 NOTES IN ACCORDANCE WITH THE REQUIRED PROCEDURES, AS DESCRIBED IN ITEM 5, #5.”

Item 5, #5 of the Beneficial Owner Ballot contains the following certification by the Beneficial Owner: “the holder understands and acknowledges that a vote to Accept the Plan will authorize the Debtors and the DTC Participant submitting such vote to treat this Ballot as a direction to (i) automatically arrange for the DWAC Withdrawal of the 2020 Notes described in Item 1 at the appointed date and time, as relayed by the Balloting Agent to the DTC Participant, and (ii) automatically arrange for the DWAC Deposit of New Class A Notes, and to accept the Cash Payment, on my behalf, on or as soon as practicable after the Effective Date as relayed by the Balloting Agent to the DTC Participant;”

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE MASTER
BALLOT FOR BENEFICIAL OWNERS OF 2020 NOTES CLAIMS**

1. The Debtor is soliciting votes of Beneficial Owners of 2020 Notes Claims with respect to the Plan. EACH BENEFICIAL OWNER, IN ORDER FOR ITS VOTE TO BE COUNTED, MUST VOTE ALL OF ITS 2020 NOTES CLAIMS TO ACCEPT OR REJECT THE PLAN. BENEFICIAL OWNERS MAY NOT SPLIT THEIR VOTE. Capitalized terms used but not otherwise defined in the Master Ballot or these instructions shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the order approving the Disclosure Statement, as applicable.
2. If it is your standard practice to collect votes from your Beneficial Owner client via a voter information form, e-mail, telephone, or other customary means of communication, you are authorized to use those standard practices in lieu of collecting an actual ballot.
3. Complete the Master Ballot by providing all the information requested and sign, date and return the Master Ballot by mail, overnight courier, or hand delivery to the Balloting Agent at the applicable following address:

By Hand Delivery or Overnight Courier:

Grupo Famsa Ballot Processing
c/o Epiq Corporate Restructuring LLC
10300 SW Allen Boulevard
Beaverton, OR 97005

Alternatively, you may also submit your Master Ballot via electronic mail to Tabulation@epiqglobal.com (please reference "Famsa Master Ballot" in the subject line).

Master Ballots (whether delivered in hard copy or electronically) must be received by the Balloting Agent by 5:00 p.m., (prevailing Eastern Time), on June 23, 2020 (the "Voting Deadline"). Please select one method to deliver your Master Ballot.

If a Master Ballot is received after the Voting Deadline, any votes conveyed through the Master Ballot will not be counted as either an acceptance or rejection of the Plan.

Master Ballots submitted by facsimile transmission will not be accepted. Master Ballots should not be sent to the Debtor or to the Bankruptcy Court.

4. If you are transmitting the votes of any Beneficial Owner of the 2020 Notes Claims other than yourself, you must forward the Solicitation Package to each Beneficial Owner of the 2020 Notes Claims entitled to vote on the Plan within five business days after your receipt of the Solicitation Package and include instructions for the return of the vote (whether conveyed via a Beneficial Owner Ballot or other customary method) to the Nominee. The Nominee must then tabulate the individual votes of its respective Beneficial Owners on the Master Ballot, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Balloting Agent. The Nominee must advise its Beneficial Owner clients to return their Beneficial Owner Ballots to the Nominee by a date calculated by the Nominee to allow the Nominee to prepare and return the Master Ballot to the Balloting Agent so that the Master Ballot is actually received by the Balloting Agent by the Voting Deadline.
5. Alternatively, a Nominee may pre-validate a Beneficial Owner Ballot by: (a) signing the Beneficial Owner Ballot and providing the Nominee's DTC Participant Number; (b) indicating the Beneficial Owner's account number and the amount of 2020 Notes Claims that the Nominee holds in respect of such Beneficial Owner in Item 1 of the Beneficial Owner Ballot; and (c) forwarding such Beneficial Owner Ballot together with the Solicitation Package and other materials requested to be forwarded, to such Beneficial Owner for voting. The Beneficial Owner must then review and complete the information requested in the Beneficial Owner Ballot and return the Beneficial Owner Ballot directly to the Balloting Agent in the pre-addressed, postage pre-paid

envelope (or as otherwise noted above) so that it is received by the Balloting Agent before the Voting Deadline. A list of the Beneficial Owners to whom “pre-validated” Beneficial Owner Ballots were delivered should be maintained by the Nominee for inspection for at least one (1) year from the Effective Date of the Plan.

6. With respect to all votes returned to you by Beneficial Owner Ballot or otherwise, you must properly complete the Master Ballot as follows:
 - a. Fill out Item 1 on the Master Ballot. The corresponding CUSIPs / ISINs for the 2020 Notes Claims are set forth on Exhibit A hereto. Please check the appropriate box on Exhibit A to indicate to which CUSIP / ISIN this Master Ballot pertains.
 - b. Indicate the votes to accept or reject the Plan in Items 2 of the Master Ballot, as transmitted to you by the Beneficial Owners of the 2020 Notes Claims, as well as whether each Beneficial Owner elected to opt out of the Releases in Section 8.4 of the Plan in Item 3 of each completed Beneficial Owner Ballot. To identify such Beneficial Owner without disclosing their names, please use the customer account number assigned by you to each such Beneficial Owners, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Owner and the assigned number). **IMPORTANT: EACH BENEFICIAL OWNER MUST VOTE ALL OF HIS, HER, OR ITS 2020 NOTES EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE.**
 - c. **IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE BALLOTING AGENT IMMEDIATELY. FOR THE AVOIDANCE OF DOUBT, ANY BALLOT THAT IS SIGNED, DATED, AND TIMELY RECEIVED, BUT DOES NOT INDICATE ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.**
 - d. Please transcribe in the table in Item 4 of the Master Ballot all the voting information provided by each Beneficial Owner in Item 4 of each completed Beneficial Owner Ballot.
 - e. Review the certification in Item 5 of the Master Ballot.
 - f. Sign and date the Master Ballot, and provide the remaining information requested.
 - g. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding.
 - h. Contact the Balloting Agent at the number or email address listed below if you need any additional information:
Telephone: (646)-282-2500, or via electronic mail to Tabulation@epiqglobal.com (please reference “Famsa” in the subject line).
 - i. Deliver the completed, executed Master Ballot so as to be received by the Balloting Agent before the Voting Deadline. For each completed, executed Beneficial Owner Ballot returned to you by a Beneficial Owner, either forward such Beneficial Owner Ballot (along with your Master Ballot) to the Balloting Agent or retain such Beneficial Owner Ballot in your files for one year from the Voting Deadline.
7. **ONLY BENEFICIAL OWNERS WHO TIMELY VOTE TO ACCEPT THE PLAN WILL RECEIVE CLASS A NOTES AND THE CASH PAYMENT, AS DETAILED ABOVE UNDER “IMPORTANT INFORMATION REGARDING PLAN TREATMENT FOR HOLDERS OF 2020 NOTES.”**
8. Each Nominee should advise its Beneficial Owner clients to return their Beneficial Owner Ballots to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to Balloting Agent so that it is actually received by Balloting Agent before the Voting Deadline.
9. If you are completing this Master Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing and, if requested, submit satisfactory evidence of your authority to do so (*i.e.*, a power of attorney).

10. No Beneficial Owner Ballot or Master Ballot shall constitute or be deemed a proof of claim or equity interest or an assertion of a claim or equity interest.

THE BALLOTING AGENT WILL *NOT* ACCEPT BALLOTS BY FACSIMILE TRANSMISSION. BALLOTS SHOULD NOT BE SENT TO THE DEBTOR OR TO THE BANKRUPTCY COURT.

THE MASTER BALLOT IS NOT A LETTER OF TRANSMITTAL AND MAY NOT BE USED FOR ANY PURPOSE OTHER THAN TO CAST VOTES TO ACCEPT OR REJECT THE PLAN. NO FEES, COMMISSIONS OR OTHER REMUNERATIONS WILL BE PAYABLE TO ANY NOMINEE FOR SOLICITING VOTES ON THE PLAN. WE WILL, HOWEVER, REIMBURSE YOU FOR REASONABLE, DOCUMENTED, ACTUAL COSTS AND EXPENSES INCURRED BY YOU IN FORWARDING THE BENEFICIAL OWNER BALLOTS AND OTHER ENCLOSED MATERIALS TO THE BENEFICIAL OWNERS OF THE 2020 NOTES HELD BY YOU AS NOMINEE OR IN A FIDUCIARY CAPACITY AND IN TABULATING THE BENEFICIAL OWNER BALLOTS.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of the record date, the undersigned (please check the applicable box):

- ☐ Is a broker, bank, or other nominee for the Beneficial Owners of the aggregate principal amount of 2020 Notes Claims listed in Item 2 below, and is the record holder of such bonds, or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of 2020 Notes Claims listed in Item 2 below, or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a Beneficial Owner, that is the registered holder of the aggregate principal amount of 2020 Notes Claims listed in Item 2 below,

and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Owners of the 2020 Notes Claims described in Item 2 below.

Item 2 and Item 3. Beneficial Owner Information. The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Owners of the 2020 Notes Claims, as identified by their respective account numbers, which have delivered duly completed Beneficial Owner Ballots to the undersigned voting to accept or reject the Plan. Please note: Each Beneficial Owner must vote all his, her, or its 2020 Notes Claims *either* to accept or reject the Plan, and may not split such vote. (Please complete the information requested below. Attach additional sheets if necessary.)

YOUR CUSTOMER ACCOUNT NUMBER FOR EACH BENEFICIAL OWNER	Item 2 Principal Amount of 2020 Notes Claims Voted:		Item 3 Opt Out Election
	To ACCEPT the Plan *	To REJECT the Plan	Opted Out of Release in Section 8.4 of the Plan [Yes/No]
1.			
2.			
3.			
4.			
5.			
6.			
7.			
TOTALS:			

*** The following is included in the Beneficial Owner Ballot, "IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE PROVIDING YOUR INSTRUCTIONS TO THE DTC PARTICIPANT**

HOLDING YOUR NOTES TO AUTOMATICALLY DELIVER YOUR 2020 NOTES IN ACCORDANCE WITH THE REQUIRED PROCEDURES, AS DESCRIBED IN IN ITEM 5, #5.

Item 5, #5 of the Beneficial Owner Ballot contains the following certification by the beneficial owner: “the holder understands and acknowledges that a vote to Accept the Plan will authorize the Debtors and the DTC Participant submitting such vote to treat this Ballot as a direction to (i) automatically arrange for the DWAC Withdrawal of the 2020 Notes described in Item 1 at the appointed date and time, as relayed by the Balloting Agent to the DTC Participant, and (ii) automatically arrange for the DWAC Deposit of New Class A Notes, and to accept the Cash Payment, on my behalf, on or as soon as practicable after the Effective Date as relayed by the Balloting Agent to the DTC Participant.”

Item 4. Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that the information provided below (including any information on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 4 of each Beneficial Owner Ballot received from a Beneficial Owner of the 2020 Notes.

YOUR CUSTOMER ACCOUNT NUMBER FOR EACH BENEFICIAL OWNER	Information to Be Transcribed from <u>Item 4</u> of Beneficial Owner Ballots Regarding Other Beneficial Owner Ballots Cast in Respect of 2020 Notes			
	Beneficial Owner's Name or Record Holder Customer Account Number(s)	Broker, Bank, Dealer or Other Agent or Nominee Through Which Senior Secured Notes Are Held (if applicable)	Aggregate Principal Amount of Other 2020 Notes Held and Voted	CUSIP Number of Other 2020 Notes
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that: (a) each Beneficial Owner of 2020 Notes Claims listed in Item 2, above, has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes is subject to all the terms and conditions set forth in the Disclosure Statement; (b) has accurately transcribed the votes and other information from the Beneficial Owner Ballots received; (c) that the Beneficial Owner Ballot received from each such Beneficial Owner or a copy thereof is and will remain on file with the undersigned subject to inspection for a period of one year following the Voting Deadline or such Beneficial Owner Ballot will be forwarded to the Balloting Agent; and (d) will (i) automatically arrange for the DWAC Withdrawal of the 2020 Notes on behalf of any Beneficial Owner that voted to Accept the Plan, at the appointed date and time, as relayed by the Balloting Agent to the DTC Participant, and (ii) automatically arrange for the DWAC Deposit of New Class A Notes, and to accept the Cash Payment, on or as soon as practicable after the Effective Date as relayed by the Balloting Agent to the DTC Participant.

Name of Broker, Bank, or Other Nominee

Authorized Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

Exhibit A

Please check one (1) box below to indicate the CUSIP/ISIN to which this Master Ballot pertains:

Class D (2020 Notes)		
<input type="checkbox"/>	7.25% Senior Notes (144A) due 2020	CUSIP 40052WAC6 / ISIN US40052WAC64
<input type="checkbox"/>	7.25% Senior Notes (REG-S) due 2020	CUSIP P7700WCG3 / ISIN USP7700WCG35