

IMPORTANT NOTICE

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This Offering Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission, and consequently, none of the initial purchasers nor any person who controls any initial purchaser or any of their directors, officers, employees or agents, or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Offering Memorandum distributed to you in electronic format and the hard copy version available to you on request from the initial purchasers.



US\$625,000,000

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto
Múltiple, Entidad Regulada
(incorporated under the laws of Mexico)
7.250% Senior Notes due 2023**

We are offering US\$625,000,000 aggregate principal amount of our 7.250% Senior Notes due 2023 (the “notes”). We will pay interest on the notes semi-annually on January 20 and July 20 of each year beginning on January 20, 2017. The notes will mature on July 20, 2023. We may redeem the notes, in whole or in part, at any time on or after July 20, 2020, at the applicable redemption prices set forth in this offering memorandum, plus accrued and unpaid interest, if any, to the date of redemption. Prior to July 20, 2020, we may also redeem the notes, in whole or in part, at a redemption price based on a “make-whole” premium plus accrued and unpaid interest, if any, to the date of redemption. In addition, at any time on or prior to July 20, 2020, we may redeem up to 35% of the notes at a redemption price equal to 107.250% of their principal amount, plus accrued and unpaid interest, if any, to the date of redemption, using the proceeds of certain equity sales. Furthermore, if tax laws currently in effect are modified and the change results in higher withholding taxes in respect of certain payments on the notes, we may redeem the notes in whole, but not in part, at 100% of their principal amount, plus accrued and unpaid interest, if any, to the date of redemption. There is no sinking fund for the notes.

The notes will be our senior unsecured general obligations (subject to certain statutory preferences under Mexican law, including preferences arising from tax and labor obligations) and will rank equally in right of payment with all of our existing and future senior unsecured indebtedness. The notes will rank effectively junior in right of payment to any of our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness and structurally junior to debt obligations of our subsidiaries that are not guarantors of the notes. Currently, none of our subsidiaries are guarantors of the notes.

We have launched a cash tender offer (the “Tender Offer”) for any and all of our US\$425,000,000 aggregate principal amount of 7.50% senior notes due 2019 (the “2019 Senior Notes”) validly tendered and accepted by us on or before August 2, 2016 and a consent solicitation to, among other things, eliminate most of the restrictive covenants and certain of the events of default contained in the indenture governing the 2019 Senior Notes and to shorten the minimum notice period required for a redemption from thirty days to six business days prior to the redemption date (with an additional minimum notice of three business days to the Trustee) (the “Consent Solicitation”). We intend to use the net proceeds from this offering (i) to pay the consideration for the Tender Offer and Consent Solicitation and accrued and unpaid interest on the 2019 Senior Notes, (ii) to pay fees and expenses incurred in connection with the Tender Offer and Consent Solicitation, (iii) to repay certain indebtedness and (iv) the remainder, if any, for general corporate purposes. The Tender Offer and Consent Solicitation are not being made pursuant to this offering memorandum. The closing of the Tender Offer and Consent Solicitation is contingent upon the closing of this offering.

No public market currently exists for the notes. Application is expected to be made to admit the notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange.

Investing in the notes involves risks. See “Risk Factors” beginning on page 27 for certain information that you should consider before investing in the notes.

Offering Price: 99.326% plus accrued interest, if any, from July 20, 2016.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE MEXICAN NATIONAL SECURITIES REGISTRY (REGISTRO NACIONAL DE VALORES) MAINTAINED BY THE MEXICAN NATIONAL BANKING AND SECURITIES COMMISSION (COMISIÓN NACIONAL BANCARIA Y DE VALORES, OR “CNBV”), AND, THEREFORE, MAY NOT BE OFFERED OR SOLD PUBLICLY IN MEXICO, EXCEPT THAT THE NOTES MAY BE SOLD TO MEXICAN INSTITUTIONAL AND ACCREDITED INVESTORS SOLELY PURSUANT TO THE PRIVATE PLACEMENT EXEMPTION SET FORTH IN ARTICLE 8 OF THE MEXICAN SECURITIES MARKET LAW (LEY DEL MERCADO DE VALORES). WE WILL NOTIFY THE CNBV OF THE TERMS AND CONDITIONS OF THIS OFFERING OF THE NOTES OUTSIDE OF MEXICO. SUCH NOTICE WILL BE SUBMITTED TO THE CNBV TO COMPLY WITH ARTICLE 7, SECOND PARAGRAPH, OF THE MEXICAN SECURITIES MARKET LAW AND FOR INFORMATIONAL PURPOSES ONLY. THE DELIVERY TO, AND RECEIPT BY, THE CNBV OF SUCH NOTICE DOES NOT CONSTITUTE OR IMPLY A CERTIFICATION AS TO THE INVESTMENT QUALITY OF THE NOTES, OUR SOLVENCY, LIQUIDITY OR CREDIT QUALITY OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET FORTH IN THIS OFFERING MEMORANDUM. THIS OFFERING MEMORANDUM IS SOLELY OUR RESPONSIBILITY AND HAS NOT BEEN REVIEWED OR AUTHORIZED BY THE CNBV. THE ACQUISITION OF THE NOTES BY AN INVESTOR WHO IS A RESIDENT OF MEXICO WILL BE MADE UNDER ITS OWN RESPONSIBILITY.

The notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended, (the “Securities Act”), any state securities laws, or the securities laws of any other jurisdiction and may not be offered or sold in the United States or to U.S. persons (as defined in Regulation S under the Securities Act (“Regulation S”)), except in transactions exempt from, or not subject to, the registration requirements of the Securities Act. Accordingly, the notes are being offered and sold in the United States only to qualified institutional buyers in compliance with Rule 144A under the Securities Act (“Rule 144A”) and to persons other than U.S. persons outside the United States in compliance with Regulation S. Prospective purchasers that are qualified institutional buyers are hereby notified that the seller of the notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of eligible offerees and certain restrictions on transfer of the notes, see “Transfer Restrictions.”

The notes will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company (“DTC”) for the accounts of its direct and indirect participants, including Euroclear Bank S.A./N.V., as operator of the Euroclear System (“Euroclear”), and Clearstream Banking, société anonyme, Luxembourg (“Clearstream”) on or about, July 20, 2016.

Joint Book-Runners

Barclays

Deutsche Bank Securities

Morgan Stanley

The date of this offering memorandum is July 13, 2016.

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You should rely only on the information contained in this offering memorandum. Neither we nor the initial purchasers have authorized any other person to provide you with information that is different from or additional to that contained in this offering memorandum, and we take no responsibility for any other information that others may give you. If anyone provides you with different or additional information, you should not rely on it. You should assume that the information in this offering memorandum is accurate only as of the date on the front cover of this offering memorandum, regardless of time of delivery of this offering memorandum or any sale of the notes. Our business, financial condition, results of operations and prospects may change after the date on the front cover of this offering memorandum. This document may only be used where it is legal to sell the notes. Neither we nor any of the initial purchasers are making an offer to sell or seeking offers to buy the notes in any jurisdiction where such an offer or sale is not permitted.

Unless otherwise specified or the context requires, references in this offering memorandum to “Crédito Real,” “the Issuer,” “the Company,” “we,” “us” and “our” refer to Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada.

NOTICE TO INVESTORS

We are relying on an exemption from registration under the Securities Act for offers and sales of securities that do not involve a public offering. The notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and the applicable state securities laws pursuant to registration or exemption therefrom. By purchasing the notes, you will be deemed to have made the acknowledgements, representations, warranties and agreements described under the heading “Transfer Restrictions” in this offering memorandum. You should understand that you will be required to bear the financial risks of your investment for an indefinite period of time.

Neither the CNBV nor the U.S. Securities and Exchange Commission (the “SEC”), nor any state securities commission, has approved or disapproved of the notes or determined if this offering memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

We have submitted this offering memorandum solely to a limited number of qualified institutional buyers in the United States and to investors outside the United States so they can consider a purchase of the notes. We have not authorized its use for any other purpose. This offering memorandum may not be copied or reproduced in whole or in part. It may be distributed and its contents disclosed only to the prospective investors to whom it is provided. By accepting delivery of this offering memorandum, you agree to these restrictions. See “Transfer Restrictions.”

This offering memorandum is based on information provided by us and by other sources that we believe are reliable. We cannot assure you that this information is accurate or complete. This offering memorandum summarizes certain documents and other information and we refer you to such documents and other information for a more complete understanding of what we discuss in this offering memorandum. In making an investment decision, you must rely on your own examination of our company and of the terms of this offering and the notes, including the merits and risks involved.

The initial purchasers make no representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this offering memorandum. Nothing contained in this offering memorandum is, or shall be relied upon as, a promise or representation by the initial purchasers as to the past or future.

Neither we nor the initial purchasers are making any representation to any purchaser of the notes regarding the legality of an investment in the notes by such purchaser under any legal investment or similar laws or regulations. You should not consider any information in this offering memorandum to be legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor for legal, business and tax advice regarding any investment in the notes.

We accept responsibility for the information contained in this offering memorandum. To the best of our knowledge and belief (and we have taken all reasonable care to ensure that), the information contained in this offering memorandum is in accordance with the facts and does not omit any material information. You should assume that the information contained in this offering memorandum is accurate only as of the date on the front cover of this offering memorandum.

We reserve the right to withdraw this offering of the notes at any time, and we and the initial purchasers reserve the right to reject any commitment to subscribe for the notes in whole or in part and to allot to any prospective investor less than the full amount of notes sought by that investor. The initial purchasers and certain related entities may acquire for their own account a portion of the notes.

You must comply with all applicable laws and regulations in force in your jurisdiction and you must obtain any consent, approval or permission required by you for the purchase, offer or sale of the notes under the laws and regulations in force in your jurisdiction to which you are subject or in which you make such purchase, offer or sale, and neither we nor any of the initial purchasers will have any responsibility therefor.

NOTICE TO PROSPECTIVE INVESTORS IN THE UNITED KINGDOM

This document is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) to investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”) or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

NOTICE TO PROSPECTIVE INVESTORS IN THE EEA

To the extent that the offer of the notes is made in any European Economic Area (“EEA”) member state that has implemented Directive 2003/71/EC (as amended, including by Directive 2010/73/EC, together with any applicable implementing measures in any member state, the “Prospectus Directive”) before the date of publication of a prospectus in relation to the notes which has been approved by the competent authority in that member state in accordance with the Prospectus Directive (or, where appropriate, published in accordance with the Prospectus Directive and notified to the competent authority in that member state in accordance with the Prospectus Directive), the offer (including any offer pursuant to this document) is only addressed to qualified investors in that member state within the meaning of the Prospectus Directive or has been or will be made otherwise in circumstances that do not require the issuer to publish a prospectus pursuant to the Prospectus Directive.

AVAILABLE INFORMATION

We are not subject to the information requirements of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”). To permit compliance with Rule 144A under the Securities Act in connection with resales of notes, we will be required under the indenture under which the notes are issued (the “Indenture”), upon the request of a holder of Rule 144A notes or Regulation S notes (during the restricted period, as defined in the legend included under “Transfer Restrictions”), to furnish to such holder and any prospective purchaser designated by such holder the information required to be delivered under Rule 144A(d)(4) under the Securities Act, unless we either furnish information to the SEC in accordance with Rule 12g3-2(b) under the Exchange Act or furnish information to the SEC pursuant to Section 13 or 15(d) of the Exchange Act. Any such request may be made to us in writing at our main office located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Delegación Benito Juárez, C.P. 03103, México City, México, Attention: Investor Relations.

The Indenture will further require that we furnish to the Trustee (as defined herein) all notices of meetings of the holders of notes and other reports and communications that are generally made available to holders of the notes. At our request, the Trustee will be required under the Indenture to mail these notices, reports and communications received by it from us to all record holders of the notes promptly upon receipt. See “Description of the Notes.”

We will make available to the holders of the notes, at the corporate trust office of the Trustee at no cost, copies of the Indenture as well as this offering memorandum, including a review of our operations, and copies in English of our annual audited consolidated financial statements and our quarterly unaudited consolidated financial statements. Information will also be available at the office of the Luxembourg Listing Agent (as defined herein).

Application is expected to be made to admit the notes to listing in the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF of the Luxembourg Stock Exchange, in accordance with its rules. This offering memorandum forms, in all material respects, the listing memorandum for admission to the Luxembourg Stock Exchange. We will be required to comply with any undertakings given by us from time to time to the Luxembourg Stock Exchange in connection with the notes, and to furnish all such information as the rules of the Luxembourg Stock Exchange may require in connection with the listing of the notes.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this offering memorandum relating to our plans, forecasts and expectations regarding future events, strategies and projections are just estimates. Examples of such forward-looking statements include, but are not limited to: (i) statements regarding our results of operations and financial position; (ii) statements of plans, objectives or goals, including those related to our operations; and (iii) statements of assumptions underlying such statements. Words such as “may,” “might,” “will,” “would,” “shall,” “should,” “can,” “could,” “believe,” “anticipate,” “continue,” “expect,” “estimate,” “plan,” “intend,” “foresee,” “seeks,” “predict,” “project,” “potential,” or the negative of these terms, and other similar terms are used in this offering memorandum to identify such forward-looking statements. Forward-looking statements included in this offering memorandum are based on our current expectations and projections related to future events and trends which affect or would affect our business.

Forward-looking statements include risks, uncertainties and assumptions, since these refer to future events and, therefore, do not represent any guarantee of future results. Therefore, our financial condition and operating income, strategies, competitive position and market environment may significantly differ from our estimates, in view of a number of factors, including, but not limited to:

- general economic, political and business conditions in the countries in which we conduct our business;
- our ability to implement our operating strategy and business plan;
- our ability to freely determine the interest rates we charge to our clients;
- our level of capitalization and reserves;
- increases in defaults by our customers, as well as any increase in our allowance for loan losses;
- credit risks, market risks and any other risks related to financing activities;
- competition in the Mexican markets for payroll loans, group loans, durable goods loans, small business loans, mortgage loans and used car loans;
- perception by investors and authorities of our business;
- availability of funds and related funding costs;
- offer and demand for our products and services;
- inflation, devaluation of the peso and interest rate fluctuations in Mexico and other countries in which we conduct our business;
- risks inherent in international operations;
- changes to accounting principles, laws, regulations, taxation and governmental policies related to our activities, including, but not limited to, usury and consumer protection laws;
- loss of key personnel;
- adverse administrative or legal proceedings;
- our clients’ ability to pay their loans and the stability of their sources of income;
- potential risk factors presented under “Risk Factors” in this offering memorandum; and
- other developments, factors or trends affecting our financial condition and our operating income.

Therefore, our actual performance may be adversely affected and may significantly differ from the expectations set forth in these forward-looking statements, which do not represent a guarantee of our future performance. In view of these uncertainties, you must not rely solely on the estimates and forward-looking statements included in this offering memorandum to make an investment decision.

Forward-looking statements included herein are made only as of the date of this offering memorandum. Except as required by law, we do not undertake any obligation to update any forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of anticipated or unanticipated events or circumstances.

PRESENTATION OF CERTAIN FINANCIAL AND OTHER INFORMATION

Financial Information

This offering memorandum contains our audited consolidated financial statements as of December 31, 2013, 2014 and 2015 and for the years then ended, together with the notes thereto, which we refer to as the audited financial statements, and our unaudited condensed consolidated interim financial statements as of and for the three months ended March 31, 2015 and 2016, together with the notes thereto, which we refer to as the interim financial statements. The audited financial statements and the interim financial statements are referred to herein jointly as the financial statements.

Prior to the amendments to several financial laws on January 10, 2014 (the “Financial Reforms”), we were a non-regulated multipurpose financial institution (*sociedad financiera de objeto múltiple, entidad no regulada*, or “*Sofom E.N.R.*”) in accordance with Article 87-B of the General Law for Credit Organizations and Ancillary Activities (*Ley General de Organizaciones y Actividades Auxiliares del Crédito*) in effect as of that time. Currently, we are a regulated multipurpose financial institution entity (*sociedad financiera de objeto múltiple, entidad regulada*, or “*Sofom*” or “*Sofom E.R.*”), as required by the amendments to the General Law of Auxiliary Credit Organizations and Credit Activities (*Ley General de Organizaciones y Actividades Auxiliares del Crédito*) published as part of the Financial Reforms. Since our transformation into a regulated entity we are under the permanent supervision of the CNBV and subject to the general provisions issued and approved by the CNBV in connection with (i) credit portfolio ratings and credit risk estimates, (ii) disclosure of financial information and external auditors, (iii) accounting, and (iv) prevention of transactions with illegal funds. We have prepared our financial statements under the accounting criteria established by the CNBV in its General Provisions Applicable to Public Bonded Warehouses, Exchange Houses, Credit Unions and Regulated Multipurpose Financial Institutions (*Disposiciones de Carácter General Aplicables a los Almacenes Generales de Depósito, Casas de Cambio, Uniones de Crédito y Sociedades Financieras de Objeto Múltiple Reguladas* or “*Sofom GAAP*”). *Sofom GAAP* adheres to Mexican Financial Reporting Standards, which are individually referred to as Financial Reporting Standards (*Normas de Información Financiera*, or “*NIFs*”), as established by the Mexican Financial Reporting Standards Board (*Consejo Mexicano de Normas de Información Financiera, A.C.* or “*CINIF*”), modified in certain areas based on the judgment of the CNBV in order to take into consideration the specialized operations of financial institutions.

Sofom GAAP differs in certain significant respects from accounting principles generally accepted in the United States (“*U.S. GAAP*”). See “Annex A—Summary of Certain Significant Differences Between *Sofom GAAP* and *U.S. GAAP*” for a description of certain differences between *Sofom GAAP* and *U.S. GAAP* as they relate to us. We are not providing any reconciliation to *U.S. GAAP* of the financial statements or other financial information in this offering memorandum. We cannot assure you that a reconciliation would not identify material quantitative differences between the financial statements or other financial information as prepared on the basis of *Sofom GAAP* if such information were to be prepared on the basis of *U.S. GAAP* or any other accounting principles.

The financial statements reflect our investment in Publiseg, S.A.P.I. DE C.V., SOFOM, E.N.R. (“*Publiseg*”), Grupo Empresarial Maestro, S.A. de C.V. (“*Grupo Empresarial Maestro*”), Bluestream Capital, S.A. de C.V. (“*Bluestream Capital*”), Cege Capital, S.A.P.I. de C.V., SOFOM ENR, (“*Cege Capital*”), Confianza Digital, S.A.P.I. de C.V., SOFOM, E.N.R. (“*Credilikeme*”), and the consolidation of Servicios Corporativos Chapultepec, S.A. de C.V. (“*Servicios Corporativos Chapultepec*”), CR Fact, S.A.P.I. de C.V. (“*CR-Fact*”), Crédito Real USA, Inc. (“*CR USA*”), Controladora CR México, S.A. de C.V. (“*Controladora CR*”), Directodo Mexico S.A.P.I. de C.V., SOFOM, E.N.R. (“*Directodo*”), CRHOLDINGINT, S.A. de C.V. (“ *Holding*”) and Creal Dallas, LLC (“*Creal Dallas*”). See “*Business—Overview—History and Development.*”

Currency Information

Unless otherwise specified, references to “\$,” “US\$,” “U.S. dollars” and “dollars” are to the lawful currency of the United States. References to “Ps.” and “pesos” are to the lawful currency of Mexico. References to “*₡*” and “colones” are to the lawful currency of Costa Rica.

This offering memorandum contains translations of various peso amounts into U.S. dollars at specified rates solely for the convenience of the reader. These convenience translations should not be construed as representations

that the peso amounts actually represent such U.S. dollar amounts or could be converted into U.S. dollars at the specified rate or at all. Unless otherwise indicated, the dollar translations provided in this offering memorandum are calculated using an exchange rate of Ps.17.2370 per U.S. dollar, the exchange rate determined by *Banco de México* on March 31, 2016 and published in the Official Gazette of the Federation (*Diario Oficial de la Federación*, or the “Official Gazette”).

Rounding

We have made rounding adjustments to certain numbers presented in this offering memorandum. As a result, numerical figures presented as totals may not always be the exact arithmetic results of their components, as presented.

Industry and Market Data

Market data and other statistical information (other than in respect of our financial results and performance) used throughout this offering memorandum are based on independent industry publications, government publications, reports by market research firms or other published independent sources, including the World Bank, Euromonitor, Asociación Mexicana de Agencias de Investigación de Mercado y Opinión Pública (“AMAI”), ACCION International, Asociación Mexicana de Distribuidores Automotores, ProDesarrollo, a Mexican association that compiles information on major Mexican microfinance companies (“ProDesarrollo”). Some data are also based on our estimates, which are derived from our review of internal surveys, as well as independent sources. Although we believe these sources are reliable, we have not independently verified the information and cannot guarantee its accuracy or completeness. You should not place undue reliance on estimates as they are inherently uncertain.

SUMMARY

This summary highlights certain information contained in this offering memorandum and may not include all the information relevant to you. For a more complete understanding of our business, you should read the following summary together with the more detailed information appearing elsewhere in this offering memorandum, including that set forth under “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and the notes thereto included elsewhere in this offering memorandum.

Our Company

We are a leading specialty finance company in Mexico with presence in the United States, Costa Rica, Panama and Nicaragua. We focus on consumer lending, and we have a diversified and scalable business platform focused primarily on the following types of loans: (i) loans with payment via payroll deduction, or payroll loans, (ii) loans to finance the purchase of durable goods, or durable goods loans, (iii) loans to small businesses, or small business loans, (iv) loans to small groups of borrowers, or group loans, (v) loans for used car purchases, or used car loans, and (vi) personal loans through Instacredit. We offer products to the low- and lower middle-income segments of the population, which historically have been underserved by other financial institutions. According to the Mexican National Statistics and Geographical Institute (*Instituto Nacional de Estadística y Geografía*, or INEGI), these segments account for approximately 68.9% of the total working population, which represents approximately 34.9 million potential customers. On March 31, 2016, the average principal amount of our outstanding loans was Ps.27,153. All loans made or purchased by us are denominated in Mexican pesos, U.S. dollars, Costa Rican colones, or Nicaraguan cordobas, bear interest at fixed rates and are amortized in installments. We design our credit products with terms that we believe can be easily understood by customers, even if they have no previous credit history.

The Company has experienced consistently high portfolio growth rates over the past 10 years.



Our open-ended platform allows us to enter into new credit products and new regions, thus supporting our future expansion. We currently offer our payroll loans to unionized governmental employees through our distributors, which include Directodo (which operates under the brand name Kondinero), Publiseg (which operates under the brand name Credifiel), GEMA (which operates under the brand name Crédito Maestro) and other distributors. We believe our diversified model of consumer credit provides us with a competitive advantage, as it is supported by our network of distributors, promoters and specialized retail chains offering credit products to the low- and lower middle-income segments of the population, which gives us access to a large number of potential customers from different economic sectors in Mexico. We have entered into financial factoring agreements with 15 distributors who originate payroll loans and manage loan collection. We have a 99.99% interest in Directodo, and a 49% interest in each of Publiseg and GEMA, which are three of the leading payroll loan distributors in Mexico, as well as exclusivity in the origination of loans from these distributors, creating a network of 300 branches. Our payroll loan distributors have access to workers and unions in federal, state and local governments and other public sector employers in most states of Mexico.

For our small-business loan product we have a business center in Mexico City that promotes loans directly to local businesses. In October 2013, we entered into an alliance with Fondo H in order to strengthen our position in the small- and medium-sized enterprise (“SME”) loan market and also acquired a Ps.657.5 million loan portfolio. Fondo H is an originator focused on granting short- and medium-term loans to SME’s in Mexico. Its customer base

includes businesses in the manufacturing, distribution and services sectors. Through the agreement, we provide exclusive funding for the loans originated by Fondo H.

Used car loans are originated through contracts with companies that sell pre-certified used cars. In 2015, we established 18 alliances with distributors in more than 150 locations. There are 45 branches located in 20 Mexican states, which provide secured financing for cars and commercial vehicles. We also have two distributors that operate four branches and have licenses to operate in 40 states in the United States with more than 300 dealers. These distributors are primarily focused on serving the Hispanic market segment with limited credit history in the United States.

Our group loans are originated by either us or by a distributor, through a joint network of 1,061 promoters and 143 branches. The promoters are familiar with the specific needs of small business owners and self-employed individuals. In addition, we have entered into contracts with four specialized retail chains which originate loans for durable goods through 115 points of sale in different states throughout Mexico.

In February 2016, we acquired 70% of Instacredit, a consumer loan-based company that has 65 branches throughout Costa Rica, Nicaragua and Panama. Instacredit started its business on April 2000 in San José, Costa Rica and since 2007 has expanded into other Central American countries. Instacredit offers everyday rapid credit solutions to low- and lower middle-income consumers that do not have access to traditional bank loans by offering the following products: personal loans (unsecured), car loans (secured), SME loans (secured), and home equity loans (secured).

Distributors of payroll loans, specialized retail chains that offer loans for durable goods, small business loans and car dealerships that promote our loans use their own brands. Regardless of the brand, we leverage our expertise and standardized processes across our different products for analyzing and approving loans originated by distributors, promoters and specialized retail chains to deliver and process credit products tailored to their customers.

We analyze credit applications according to our own credit policies and procedures, regardless of the type of credit origination used. Based on this analysis, we approve or reject loans on an individual basis. This gives us the assurance that the loans we underwrite comply with our credit risk policies and are in line with our business strategy.

We strive to enhance the social well-being of our clients through our loans, which we believe provide them with the opportunity to access funds that would otherwise not be easily obtained, given the limited or nonexistent credit records of the majority of the individuals we serve.

Our business strategy is primarily focused on serving market segments that are underserved by larger financial institutions. We believe that the markets in which we operate present high growth potential and offer substantial margins with controlled non-performing loan (“NPL”) and efficiency ratios.

We have maintained and implemented initiatives to consolidate our leading presence in each type of loan we offer and have significantly grown our business. For example, the CAGR of our total loan portfolio from 2010 through 2015 was 36%, and the SME and used car loan businesses launched in 2013 together now represent 19% of our loan portfolio. During the 23 years that we have been in business, we have disbursed approximately four million loans to over two million customers.

From 2013 through 2015, our loan portfolio and interest income have increased by 68.9% and 56.5%, respectively, driven primarily by the expansion of our payroll, small business and used car loans.

For the three months ended March 31, 2016, we had interest income of Ps.1,339.3 million, a net financial margin of Ps.1,016.5 million and net income attributable to controlling interest of Ps.406.2 million. As of March 31, 2016, we had approximately 763,660 customers and a Ps.20,735.4 million total loan portfolio.

The table below shows the percentage breakdown of our interest income, loan portfolio, clients and loan origination by product category for our main products as of each of the dates indicated:

	As of and for the Year Ended December 31,						As of and for the Three Months Ended March 31,			
	2013		2014		2015		2015		2016	
	<i>(in millions of pesos)</i>									
Interest Income										
Payroll Loans	2,309.5	84.8%	2,853.8	85.8%	3,445.8	80.8%	813.1	86.2%	903.1	67.4%
Durable Goods Loans	253.5	9.3%	251.5	7.6%	202.6	4.8%	43.9	4.7%	41.5	3.1%
Small Business Loans	16.4	0.6%	142.0	4.3%	223.0	5.2%	41.4	4.4%	51.1	3.8%
Group Loans	130.2	4.8%	51.1	1.5%	38.9	0.9%	10.5	1.1%	5.1	0.4%
Used Car Loans	14.9	0.5%	28.8	0.9%	354.0	8.3%	34.1	3.6%	175.2	13.1%
Consumer Loans (Instacredit)	-	-	-	-	-	-	-	-	163.3	12.2%
Total	2,724.5	100.0%	3,327.1	100.0%	4,264.2	100.0%	943.0	100.0%	1,339.3	100.0%
Total Loan Portfolio										
Payroll Loans	8,165.6	78.3%	10,697.1	77.5%	12,953.0	73.6%	11,092.1	77.7%	13,265.8	64.0%
Durable Goods Loans	1,124.0	10.8%	1,138.3	8.2%	1,028.4	5.8%	1,027.6	7.2%	980.3	4.7%
Small Business Loans	865.6	8.3%	1,318.3	9.5%	1,485.5	8.4%	1,343.7	9.4%	1,434.5	6.9%
Group Loans	207.7	2.0%	290.9	2.1%	304.8	1.7%	357.2	2.5%	315.5	1.5%
Used Car Loans	60.6	0.6%	360.3	2.6%	1,838.1	10.4%	459.8	3.2%	1,963.6	9.5%
Consumer Loans (Instacredit)	-	-	-	-	-	-	-	-	2,775.6	13.4%
Total	10,423.5	100.0%	13,804.9	100.0%	17,609.6	100.0%	14,280.3	100.0%	20,735.5	100.0%
Clients										
Payroll Loans	340,093	71.4%	336,842	63.4%	354,005	57.2%	320,518	63.2%	356,785	46.7%
Durable Goods Loans	77,923	16.4%	78,609	14.8%	87,128	14.1%	71,317	14.1%	77,571	10.1%
Small Business Loans	221	0.0%	385	0.1%	589	0.1%	437	0.01%	476	0.1%
Group Loans	57,242	12.0%	111,818	21.0%	164,579	26.6%	110,212	21.7%	169,748	22.2%
Used Car Loans	677	0.1%	3,745	0.7%	12,780	2.1%	4,566	0.9%	13,274	1.7%
Consumer Loans (Instacredit)	-	-	-	-	-	-	-	-	145,803	19.1%
Total	476,156	100.0%	531,399	100.0%	619,081	100.0%	507,050	100.0%	763,655	100.0%

Loan Origination										
Payroll Loans	3,226.5	54.9%	3,079.3	45.3%	4,109.1	40.6%	757.3	63.2%	1,187.0	37.1%
Used-Car Loans	52.6	0.9%	281.2	4.1%	642.4	6.3%	106.1	6.1%	245.4	7.7%
Small Business Loans	1,017.0	17.3%	2,307.3	34.0%	3,433.6	33.9%	546.9	31.2%	933.8	29.2%
Durable Goods Loans	733.0	12.5%	632.8	9.3%	501.3	4.9%	78.0	4.5%	51.8	1.6%
Group Loans	845.2	14.4%	495.1	7.3%	1,445.2	14.3%	261.9	15.0%	215.8	6.8%
Consumer Loans (Instacredit)	-	-	-	-	-	-	-	-	562.2	17.6%
Total	5,874.4	100.0%	6,795.6	100.0%	10,131.5	100.0%	1,750.1	100.0%	3,196.0	100.0%

We fund our portfolio primarily through our own capital, debt securities issued in the capital markets and bank credit lines. As of December 31, 2013, 2014 and 2015, we had capitalization ratios (defined as total stockholders' equity divided by total loan portfolio at the end of the period) of 41.8%, 38.8% and 38.1% respectively. As of March 31, 2016, our capitalization ratio was 36.4%.

Our efficiency ratio (defined as administrative and promotion expenses for the period divided by the sum of (a) financial margin and (b) net commissions and fees collected) was 51.0% for the three months ended March 31, 2016 compared to 34.1% for the three months ended March 31, 2015, reflecting the consolidation of our newly acquired businesses such as Instacredit, Resuelve and AFS. In addition, our return on average stockholders' equity (defined as net income attributable to controlling interest divided by average stockholders' equity) for the three months ended March 31, 2016 and March 31, 2015 was 22.8% and 23.7%, respectively. As of March 31, 2016, our non-performing loans as a percentage of our total loan portfolio was 2.7%.

The following is a brief description of our loan products:

- *Payroll Loans.* Our payroll loans are granted mainly to unionized state and federal public-sector employees, retirees and pensioners. These loans are originated by our distributors and then we acquire the loans through portfolio purchasing operations. The loans are repaid through paycheck deductions pursuant to the borrowers' prior written instructions. These instructions authorize a borrower's public-sector employer to make fixed installment payments (including interest) deducted from the borrower's payroll wages before those wages are paid to the borrower, significantly mitigating the risk of default. Government agencies typically set limits for the percentage of net available salary that can be deducted from employees' wages to repay a loan. We offer some of our customers the option to renew their loans before they reach maturity. Historically, approximately 40% of our payroll customers have renewed their loans, and we expect this trend to continue.

The relationships established by our distributors, either directly or through service providers, such as public relations firms, with those labor unions which employ or represent public sector employees in various regions of Mexico are formalized through cooperation agreements among our distributors, the labor unions and the public sector employers. These agreements provide that the distributor will offer loans that are payable through payroll deductions for unionized workers and also provide that the public sector employers must execute the employee's instructions with respect to payment installments, including interest.

As part of our strategy to expand and strengthen our payroll loan distributions and increase profitability, we have acquired a 99.99% interest in Directodo and 49% of Publiseg and GEMA, which operate under the brand names Kondinero, Credifiel and Crédito Maestro, respectively, and are three of the leading distributors of payroll loans in Mexico in terms of number of clients and loan origination. Directodo, Publiseg and GEMA collectively have a network of approximately 317 branches nationwide and a sales force of more than 4,400 promoters for loan origination. We believe that the elements that distinguish the Kondinero, Credifiel and Crédito Maestro brands from their competitors include their extensive nationwide coverage, high percentage of market share and experienced sales teams, which allow more efficient distribution and collection.

As part of our acquisition of a 49% share in the capital of Directodo, which took place on July 1, 2011, we were granted an option to acquire the remaining 51% interest, which we exercised on November 1, 2014 and which we believe allows us to improve the vertical integration of the delivery of this product. As of that date, the financial results of Directodo have been consolidated into our financial statements.

As of March 31, 2016, Directodo had 84 cooperation agreements with government agencies and labor unions, including several sections of the National Union of Education Workers (*Sindicato Nacional de Trabajadores de la Educación*, or “SNTE”) and the National Union of Social Security Workers (*Sindicato Nacional de Trabajadores del Seguro Social*, or “SNTSS”) and 120 branches in all states of Mexico. As of March 31, 2016, Directodo had 1,481 employees, including 943 sales executives and 31 telephone operators. As of March 31, 2016, the Kondinero brand loan portfolio represented 30% of our payroll loan portfolio.

The acquisition of the 49% share in the capital of Publiseg on November 18, 2011, was paid for in cash and provides an option in our favor for the acquisition of the remaining 51% share of said capital. As of March 31, 2016, Publiseg had 150 cooperation agreements with various Mexican labor unions, including some sectors of the SNTE, the SNTSS, and the National Health Secretary’s Union (*Sindicato Nacional de Trabajadores de la Secretaría de Salud*), and operated 97 branches. As of March 31, 2016, Publiseg had 2,425 employees, including 2,138 sales executives, and the Credifiel brand loan portfolio represented 21% of our payroll loan portfolio.

Similarly, in August 2012, we entered into an agreement to acquire a minority interest in the capital stock of GEMA. We initially acquired a 40.8% ownership interest, and during the first quarter of 2013 exercised an option to increase our ownership interest to 49%. Additionally, the agreement provides options for us to acquire the remaining 51% interest in GEMA in 2017 and 2018. As of March 31, 2016, GEMA had cooperation agreements with 71 government agencies and operated 100 branches in 30 states of Mexico. As of March 31, 2016, GEMA had 1,617 employees, including 1,346 sales executives, and the Crédito Maestro brand loan portfolio represented 34% of our payroll loan portfolio.

The acquisition of the ownership interests in Directodo, Publiseg and GEMA granted us exclusivity in the origination of payroll loans under the brands Kondinero, Credifiel and Crédito Maestro and allowed us to vertically integrate our operations and to increase our profitability by ensuring the receipt of a greater percentage of the proceeds of the loan portfolio originated by both these brands, as well as optimizing the use of their sales force. The exclusivity we have with Directodo, Publiseg and GEMA gives us the right, but not the obligation, to originate loans from those three distributors.

As of March 31, 2016, our average payroll loan had a principal amount of approximately Ps.37,181, a term of approximately 40 months and was payable in bi-weekly fixed installments of interest and principal, with an average annual interest rate of 50-65% and an average annual yield of approximately 28%, net of risk and profit sharing with our distributors. As of March 31, 2016, we had approximately 356,785 payroll loans outstanding and a Ps.13,266 million payroll loan portfolio, which represented an estimated customer market share of 35%, based on our calculations, with an average delinquency rate of 2.5%. For the three months ended March 31, 2016, our payroll loan portfolio generated interest income of Ps.903 million, or 67% of our total interest income.

- *Used Car Loans.* Our used car loan business is mainly focused on financing semi-new and used cars through strategic alliances with a network of distributors that use their own sales force to promote our loans. Additionally, all cars are insured and all of the cars outside of the United States have a GPS system that allows us to know in real-time where the car is located.

During the first quarter of 2014, we acquired a 51% interest in a company operating under the brand name Drive & Cash, which specializes in providing secured financing for privately owned cars and commercial vehicles. As of March 31, 2016, the Drive & Cash distribution network consisted of 45 branches located in 20 Mexican states. The average term of this product ranges from 12 to 36 months with annual interest rate of 25%-65%.

In the United States, we provide services to the Hispanic market segment with limited credit history or access to credit through two companies that operate under the Don Carro and AFS Acceptance brands, in which we have equity stakes of 64% and 65%, respectively. As of March 31, 2016 Don Carro had a distribution network consisting of four lots while AFS Acceptance had licenses to operate in 40 states in the United States with more than 300 car dealers. As of March 31, 2016 our used car loan portfolio was Ps.1,963.6 million with a total of

13,274 customers with an average delinquency rate of 3.3%. For the three months ended March 31, 2016, our used car loan portfolio generated interest income of Ps.175.2 million, or 13.1% of our total interest income.

- *Small Business Loans.* This business aims to serve a market segment that is underserved by banks, through two different channels:
 - (1) An alliance with Fondo H, a small business loan distributor. In October 2013, we entered into an alliance with Fondo H in order to strengthen our position in the small- and medium-sized enterprise (SME) loan market and also acquired a Ps.657.5 million loan portfolio. Fondo H is an originator focused on granting short- and medium-term loans to SME's in Mexico. Its customer base includes businesses in the manufacturing, distribution and services sectors. Through the agreement we provide exclusive funding for the loans originated by Fondo H. The enterprises that are granted such loans have annual sales between Ps.5.0 million and Ps.200.0 million. The loan amounts range from Ps.0.5 million to Ps.15.0 million with loan terms from three to 24 months. We believe this market represents a great opportunity because of the large number of small businesses in Mexico.
 - (2) A personal in-house brand in the Mexico City area. The main customers of our Crédito Real PYMES brand are mom-and-pop stores, micro- and small enterprises and independent professionals. We provide enterprise financing through non-revolving short-term lines (up to 12 months) to fund working capital requirements and investment activities. Amounts range from Ps.50,000 to Ps.2.0 million. Interest rates and loan fees range from 25-35% and 1.0-3.5%, respectively.

Our general practice is not to provide financings for debt substitutions with other financial institutions, dividend payments, equity buybacks or project finance. As of March 31, 2016, the size of the small business loan portfolio was Ps.1,434.5 million with 476 clients and a delinquency rate of approximately of 1.4%. For the three months ended March 31, 2016, our small business loan portfolio generated interest income of Ps.51.1 million, or 3.8% of our total interest income.

- *Durable Goods Loans.* Our durable goods loans are made to individual consumers to finance the acquisition of “white line goods,” such as home and kitchen appliances, as well as electronics, furniture, flooring and tiles. These loans are made through specialized retail chains for which we provide financing programs. In most cases, we originate these loans under the specialized retail chain's brand, but we review and analyze each credit application pursuant to our credit procedures and policies. Customers remit loan payments to us either through a local bank or through the specialized retail chain itself, and we retain any invoice for the durable goods financed until the related loan is fully repaid. We maintain a strong relationship with specialized retail chains which we believe helps us to better position our loans in relation to loan products of other financial institutions. For example, we have tailored financing programs to meet each specialized retail chain's needs and hold monthly meetings with each specialized retail chain to review operating income.

As of March 31, 2016, we had agreements with four specialized retail chains, which operate 115 points of sale. As of March 31, 2016, our average durable goods loan had a principal amount of approximately Ps.12,638, a term of approximately 12 months, a monthly interest rate of 40-50%, equal installments of principal and interest paid every 30 days and an average annual yield of 17%. Also as of March 31, 2016, we had approximately 77,571 durable goods loan clients outstanding and a Ps.980.3 million durable goods loan portfolio, with an average delinquency rate of approximately 2.5%. The durable goods loan portfolio decreased 4.6% in comparison to the three months ended March 31, 2015. For the three months ended March 31, 2016, our durable goods loan portfolio generated interest income of Ps.41.5 million, or 3.1% of our total interest income.

- *Group Loans.* Our group loans consist of short-term loans with terms ranging from 12 to 16 weeks made to micro-business owners, predominantly women, who form small pools of 12 to 25 borrowers. The borrowers use the loan proceeds exclusively to finance small commercial enterprises. Each individual in a group may borrow a different amount of money, but the repayment dates and applicable interest rates are the same for everyone in the group. Prior to disbursing a loan, we require each borrowing group to provide a security deposit equivalent to 10% of the principal loan amount. Each group member guarantees each other group member's obligations as joint obligors, assuming responsibility for any payment default by another group member. In 2015, we formed an alliance with two group loan distributors, Contigo and Somos Uno, in order to strengthen our loan origination. As

of March 31, 2016, we offered group loans through a network of 143 branches and approximately 1,061 full time promoters, reaching 169,748 customers in 67 cities and 20 states throughout Mexico. Our promoters are responsible for identifying and forming borrowing groups, originating loans and ensuring the timely collection of payments by coordinating weekly meetings with the borrowing group. Loan payments are collected by a leader selected from within the members of the borrowing group. Each leader is accompanied by another group member to deposit collections on a weekly basis at nearby bank branches or certain convenience stores with which we have collection agreements. Approximately 61% of our group loan customers have applied to renew their group loan once their existing loan has been repaid in full. In order to enter into a new loan, the borrowing group must increase the number of members by at least one member. In addition, we offer each borrowing group member the opportunity to acquire a year-long life and cancer insurance policy. As of December 31, 2015, 98.4% of our customers had acquired this insurance policy and we expect this trend to continue.

As of March 31, 2016, we had a Ps.316.0 million group loan portfolio with an average delinquency rate of approximately 0.0%. As of March 31, 2016, the average group loan of our distributors had a principal amount of approximately Ps.3,282 per group member, an average term of 3.8 months, and an average annual yield of 7.0%. For the three months ended March 31, 2016, our group loan portfolio generated interest income of Ps.5.1 million, or 0.4% of our total interest income.

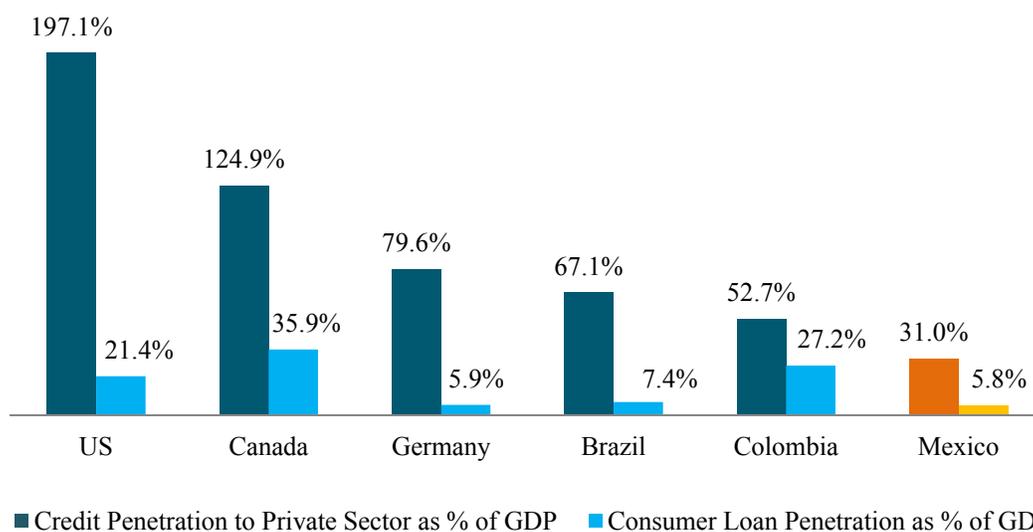
- *Instacredit.* On February 22, 2016 we announced the acquisition of a 70% equity interest in Instacredit. We invested in Instacredit to diversify and expand into the Central American market, focusing on the same type of customer segment that we serve in Mexico, which is the lower middle to low income segment of the population underserved by the traditional banking system. Instacredit contributed over 19% to our loan portfolio as of March 31, 2016. Instacredit has a well-recognized brand with a multi-product platform, over 15 years of experience and more than 60 branches located in Costa Rica, Nicaragua and Panama with a large base of customers. It engages mainly in four business segments: personal loans, car loans, SME loans and home equity loans, and we plan to focus primarily on personal loans, car loans and SME loans.
- *Other Business Lines.* On December 14, 2015 we acquired a 55.21% equity interest in CAT 60, S.A.P.I. de C.V., the holding company of Resuelve. Resuelve offers services aimed at repairing individuals' credit standing by establishing a savings program for the customer and restructuring the customer's debt with its creditors. Resuelve has served over 80,000 customers in Mexico and manages approximately Ps.3,000 million in debt, without assuming the credit risk associated with lending to a customer. In 2014, as part of a strategy to expand the business, Resuelve began operations in Colombia and launched new lines of business, such as a product to manage the accounting of small businesses through an innovative technology platform. Additionally, Resuelve is a pioneer in lead generation for digital channels and lead management for financial services through a proprietary platform called "FinTech", and has become one of the main partners for the financial services divisions of Google and Facebook in Mexico. Finally, in 2015, we made a minority investment in Credilikeme, an internet-based personal loan platform. Credilikeme allows clients to access same-day personal loans for amounts ranging from Ps.2,000 to Ps.12,000 through an online platform. Credilikeme does not require a credit score but instead operates under a reward system. First-time clients initially have access to smaller loan amounts, but if the client repays the loan, Credilikeme rewards the client with access to a larger loan amount, a lower interest rate and a longer loan term.

Our Target Markets

According to the National Council for Financial Inclusion (*Consejo Nacional de Inclusión Financiera*, or CONAIF), Mexico has a large unbanked population, estimated at 61.3% of the adult population in 2014. The unbanked segment is primarily composed of low- and lower middle-income individuals, mostly living in rural areas. Only 10.4% of the adult population has obtained some kind of financing from a formal financial institution. This environment provides enormous growth potential for financial institutions capable of catering to this portion of Mexican society. Mexico's large unbanked population is also reflected in the significantly low loan penetration levels relative to other Latin American countries.

The chart below presents the penetration level of private credit and consumer loans as a share of GDP in 2015 for select countries.

Credit Penetration (% of GDP)

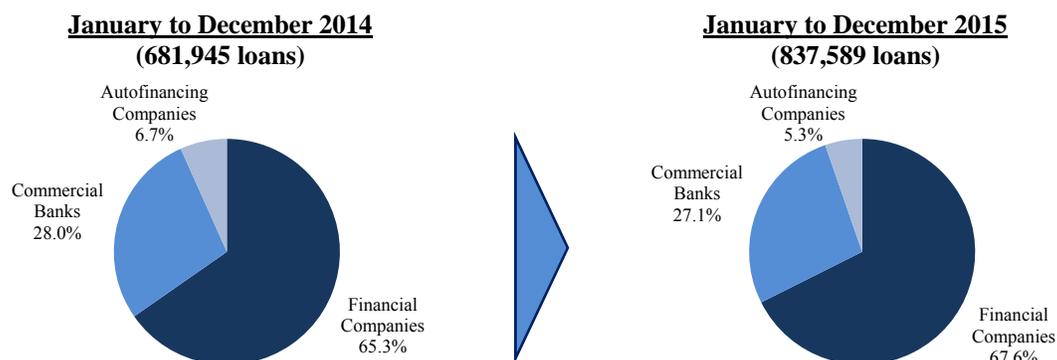


Source: World Bank, Euromonitor, IMF, Information as of 2014 except Canada credit penetration to private sector, which shows 2008 figures.

Industry Overview

- Payroll Lending.** The Mexican payroll lending market is fragmented and dominated by regional competitors. Only a few market participants offer payroll lending nationally and can access the capital markets for funding. The total number of government employees in Mexico, including municipal, federal and state government employees, as well as pensioners, is approximately seven million according to the Institute of Security and Social Services for State Employees (*Instituto de Seguridad y Servicios Sociales de los Trabajadores del Estado*, or “ISSSTE”). We serve 356,785 active clients representing a 35% share of the payroll loan market in Mexico, measured in number of clients, out of an estimated one million potential payroll loan clients throughout the country.
- U.S. Auto Loans.** As of March 2016, there were 10.1 million vehicles sold in the retail used car market, an increase of 3.3% over the three months ended March 31, 2015, when the figure stood at 9.8 million. As sales continue to rise, lenders are looking to finance more consumer purchasing of used vehicles. The total number of auto loans for used cars in the United States showed a CAGR of 2.22% for the period from the first quarter of 2011 to the first quarter of 2016. As of March 2016, 55.3%, or 5,607,588, of all used vehicles were financed by auto loans compared to 55%, or 5,440,945, in March 2015. We target the Hispanic population, which the U.S. Census Bureau estimated in 2013 to represent the largest ethnic minority in the United States, with 55 million people, or 17% of the total population.
- Auto Loans in Mexico.** The total number of auto loans in Mexico showed a compound annual growth rate (“CAGR”) of 17.3% from 2012 to 2015. In 2015, the Mexican auto loan industry reached the highest number of loans in the last 10 years with 837,589 loans, surpassing the 2006 level of 712,763 loans. The auto loan industry grew from 681,945 loans in 2014 to 837,589 loans in 2015, representing a 22.9% increase. Of the total number of loans in 2014, 65.3% were financed by non-commercial bank companies, while in 2015 that proportion grew to 67.6%. The top five players in auto financing in Mexico are NR Finance Mexico with 23%

market share, GM Financial with 13% market share, VW Financial Services with 12% market share, BBVA Bancomer with 11% market share and CF Credit Services with 11% market share.



Source: *Asociación Mexicana de Distribuidores Automotores* (as of December 2015).

- Small Business Loans.** According to the Bank of Mexico, a company is identified as an SME if it meets each of the following three conditions: (i) employs up to 100 people if its main activity is related to services; (ii) has annual sales of no more than Ps.250 million; and (iii) has an indebtedness level of less than or equal to 3.0 million UDIs. As of 2013, Mexico had approximately 4.2 million business entities, of which 99.82% were identified as SMEs. We believe this market is highly underpenetrated by financial institutions, as only 5.6% of small businesses have access to credit due to their lack of credit history, collateral or previous bank references. The market leaders are HSBC under the brand Estimulo HSBC, BBVA under the brand Crédito Simple, Banamex under the brand Crédito Negocios and Banorte under the brand Crediaactivo. According to the Bank of Mexico, 21% of all SME loans are financed by non-bank financial institutions, of which 67% are constituted as non-regulated financial entities. The market is highly fragmented, as most of these institutions target microfinancing with an average loan equivalent to US\$500.
- Durable Goods Loans.** The Mexican durable goods financing market is highly competitive. We face competition from specialized retail chains that have in-house consumer financing programs, non-bank financial institutions such as ourselves and traditional banks. We believe that there is low market penetration in this segment in Mexico, as compared to other countries in Latin America.
- Group Loans.** We operate in the group loan market under the Contigo and Somos Uno brand names. There are more than six million microfinance borrowers in Mexico with nearly 5,000 financial services providers serving this market. When compared to its regional peers, however, Mexico has the smallest loan portfolio, leaving a large population of the potential market unserved. We believe our business is well positioned to grow substantially in the following years in this segment.

Measuring the size and penetration of the group loan industry in Mexico poses significant challenges given the predominance of non-regulated competitors in the market, which have minimal reporting requirements, if any. A study published in 2010 by the Consultative Group to Assist the Poor (“CGAP”), an independent policy and research center dedicated to increasing financial access for the world’s poor, estimated that loans by microfinance institutions in Mexico amounted to 0.07% of GDP, lower than the 5.02%, 4.03%, 2.40% and 0.38% estimates for Bolivia, Nicaragua, Peru and Panama, respectively.

The following chart presents the main financial services providers for the different population segments in Mexico as of December 31, 2015 and also highlights our segments of focus:

Market Segments ⁽¹⁾	Main Competitors	Percentage of Total Population in Market Segment ⁽²⁾	Crédito Real Segment Focus
A and B		6.4%	Durable Goods Loans and Used Car Loans
C+		14.1%	Durable Goods Loans, Payroll Loans and Used Car Loans
C		15.5%	Durable Goods Loans, Payroll Loans and Used Car Loans
D and E		64.0%	Group Loans and Payroll Loans

(1)Market segments are defined based on monthly family income, in accordance with the categories established by the Mexican Association of Marketing Research and Public Opinion Agencies (*Asociación Mexicana de Agencias de Investigación de Mercado y Opinión Pública*, or “AMAI”): Segment E, from Ps.0 to Ps.2,699; Segment D, from Ps.2,700 to Ps.6,799; Segment C, from Ps.11,600 to Ps.34,999, Segment C+, from Ps.35,000 to Ps.84,999, Segment A and B, from Ps.85,000 or more.

(2)Source: AMAI based on cities with a population greater than 100,000.

According to CONAIF, only 46% of the total population in the top 60% of the income segment has access to financial services, as compared to 29% of the remaining 40% of the population.

Our Competitive Strengths

Proven Track Record and Extensive Experience Providing Valuable and Easy-to-Understand Credit Products to the Underserved Segments of the Mexican Population

We believe that our over 22 years of experience in serving the financing needs of the low- and lower middle-income segments of the Mexican population provide us with unparalleled knowledge and understanding of our customers and their potential market. For example, our loan methodology for these market segments is based on our knowledge of our clients’ needs and behavior. For our first-time customers, we run a credit analysis statistically. We have tailored our products, credit underwriting approval systems and operating infrastructure to serve these segments of the population. All of our loan products have fixed installments, and bear interest at fixed rates. We believe these fixed terms make our loan products easier to understand, and thus, more attractive for borrowers in the low- and lower middle-income segments by facilitating payment planning, which helps to reduce default rates. We strive to be a leader in every market in which we participate, and we believe that we have a strong market position in all the segments where we participate.

As of March 31, 2016, we had 356,785 payroll loan clients, which represented a loan portfolio of Ps.13,266 million, equal to 64.0% of our total loan portfolio. As of the same date, we also had 169,748 group loan clients, with a loan portfolio of Ps.316 million, accounting for 1.5% of our total loan portfolio. In the durable goods loans segment, as of March 31, 2016, we had 77,571 clients with a loan portfolio of Ps.980 million, representing 4.7% of our total loan portfolio. In the small business loans segment, as of March 31, 2016, we had 476 clients with a loan portfolio of Ps.1,435 million, representing 6.9% of our total loan portfolio. Finally, in the used car loans segment, as of March 31, 2016, we had 13,274 clients with a loan portfolio of Ps.1,964 million, representing 9.5% of our total loan portfolio.

Loan Portfolio with Superior Quality and Performance

We believe that the nature of our loan products and the application of our operating models result in low delinquency rates of the loans in our portfolio. As of March 31, 2016, our NPL reached 2.7%. Our policy is to value the quality of the asset over the size of the portfolio.

For our payroll loans, payments are collected directly from government agencies before any wages are paid to our borrowers, pursuant to the borrower's prior written instructions. Additionally, public sector unionized employees typically have low turnover rates, thus mitigating our exposure to collection risks. In the case of group loans, we require our customers to provide a security deposit equivalent to 10% of the principal loan amount prior to the disbursement of each loan. In addition, each borrowing group member jointly and severally guarantees each other, assuming joint responsibility for any missed payment by another group member. A key differentiator of our business model is the level of discipline we maintain in the execution of our group loan methodology. We have implemented a number of policies and procedures that we believe have enabled us to maintain low delinquency rates on group loans, including the following requirements: (i) weekly group meetings with the promoter at which loan payments are collected; (ii) each borrowing group member must live within a 15-minute walking distance from the weekly meeting point; (iii) no more than two members of the same family are allowed to be part of a given borrowing group; and (iv) no loan disbursements may be made to the group unless all group members are physically present at the disbursement meeting.

For our durable goods and used car loans, to maintain a low delinquency rate, we closely track an internal four-day past-due loan metric on which we act immediately to seek to bring the borrower up to date. By contrast, in the case of durable goods, such purchases are typically planned in advance by households and considered in their budget, decreasing the delinquency rates of loans used to finance such purchases. In addition, we retain the invoice for any durable goods purchase financed by us until the loan is fully repaid, further helping to reduce delinquency rates. We believe our standardized and proven collection process, which allows for the continuous monitoring of client repayment dynamics and the implementation of early action in the case of delayed payments, has allowed us to maintain low delinquency rates across our product lines.

For our SME loans, we believe that the best way to maintain a low delinquency rate is to create a close relationship with the customer and create a product that matches the cash flow of the customer's business. We structure the SME loan product to match the customer's business, and provide an expedited and reliable source of funds when they are required. Our tailored approach and responsive customer service help us to maintain an SME loan portfolio with a low delinquency rate relative to the rest of the industry.

We believe we have the lowest NPL ratio among our peers with respect to each of our loan products as of March 31, 2016.

The following table shows relevant statistics of selected financial services companies in Mexico and Latin America as of December 31, 2015:

Name	Return on Average Equity⁽¹⁾	Consumer Loan Portfolio NPL Ratio⁽²⁾	Efficiency Ratio⁽³⁾	Capitalization Ratio⁽⁴⁾
Microfinance and Personal Consumer Companies				
Crédito Real	22.2%	2.4%	35.9%	38.1%
Banco Ahorro Famsa	3.5%	19.5%	45.5%	21.8%
Banco Azteca	11.7%	8.7%	74.8%	24.3%
BanCoppel	23.8%	15.9%	39.6%	29.9%
Compartamos	32.2%	2.9%	59.8%	40.8%
Consubanco	31.3%	7.0%	35.6%	42.0%
Financiera Independencia	5.8%	6.8%	65.6%	52.7%
Unifin	30.4%	1.9%	32.6%	76.1%
Banamex	7.8%	3.2%	54.3%	27.1%

Banorte	13.7%	2.8%	50.9%	20.6%
Banregio	16.8%	1.5%	47.7%	16.9%
HSBC	(1.1)%	3.1%	64.9%	18.6%
Inbursa	13.0%	12.7%	29.4%	40.3%
Santander	13.1%	4.0%	42.0%	20.7%

Source: Company filings presented to CNBV as of December 31, 2015, except Financiera Independencia and Unifin which were obtained from public filings.

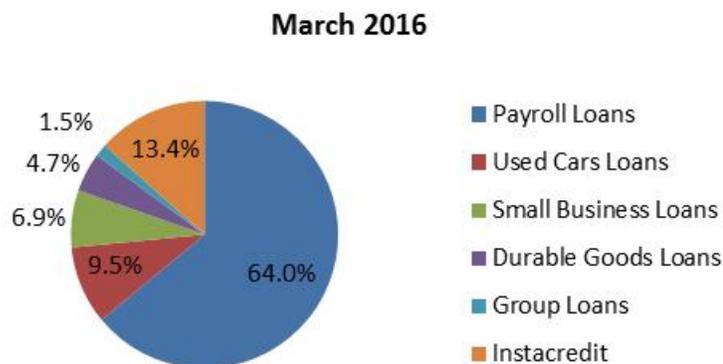
1. Public information (4Q2015 Net Income / Total Equity average during 2015).
2. Consumer NPL Portfolio ratio as calculated as Consumer Non-Performing Loans divided by Total Consumer Loans.
3. Efficiency Ratio = Administrative and Promotion Expenses divided by (Net Interest Income before Provisions + Net Fee Income).
4. Calculated as Total Shareholder's Equity as of December 2015 divided by Total Gross Portfolio as of December 2015.

We believe that our profitability, the quality of our assets and our efficiency and capitalization ratios compare favorably with other banking and group loan sectors in Mexico.

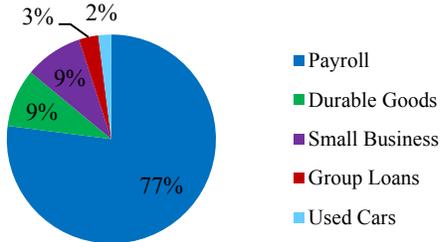
Strong and Diversified Origination Platform

We have an open-ended platform with flexibility to develop, promote, underwrite and collect a wide variety of consumer loan products and support the expansion of our diversified business model. In the payroll loans business segment, we own a 99.99% interest in Directodo and a 49% interest in Publiseg and GEMA, which are three of our main distributors. We also have financial factoring agreements with 13 other independent distributors, through which we provide national coverage for loan origination. We also have agreements with four specialized retail chains for the origination of durable goods loans that operate in aggregate over 115 points of sale. Our used cars loans are originated through 18 distributors, one partnership with 45 branches in 20 states of Mexico and two partnerships in the United States with more than 400 points of sale. In 2015 we acquired interests in two group loan distributors, Contigo and Somos Uno, strengthening our group loan market participation in Mexico. These group loans are originated through our own network of 143 branches and over 1,061 promoters. Furthermore, in 2016 we invested in Instacredit, allowing us to diversify across other Central American markets with high growth potential. These origination platforms are independent from each other, operate under different brand names and respond to different market dynamics, thereby allowing us to expand the types of different consumer credit products that we offer. Through this solid loan origination network, we increased our loan portfolio by 45.2% as of March 31, 2016, as compared to the same period ended March 31, 2015.

The charts below illustrate the increased diversification of our loan portfolio as of March 31, 2016, as compared to March 31, 2015:



March 2015



Proprietary Platform Tailored for the Segments We Serve

With over 20 years of experience, we have developed and refined our proprietary underwriting standards and a digitalized credit review system, which help ensure consistency in the quality of our loans and efficiency in our credit approval process. As part of our credit review process, we evaluate both quantitative and qualitative aspects of each credit application, allowing us to leverage our customer knowledge and prior experience to better assess credit risk on a case-by-case basis. Traditional credit providers, such as banks, typically have relatively low approval rates for customers in the market segments we serve, in part because many customers have limited or no credit records. We believe our lean and efficient operation allows us to service and monitor small loans that would typically be unprofitable for large traditional banks. We believe our risk analysis systems allow us to make better credit decisions when evaluating credit applications in the segments we target. As a result of our credit underwriting procedures and analysis, we have been able to maintain low delinquency rates in our loan portfolio. As of March 31, 2016, our non-performing loans as a percentage of our total loan portfolio were 2.7%. The development of our proprietary platform has also allowed us to reduce the response time to our customers without compromising the quality of our loans.

Our credit analysis process begins with our commercial partners filling out an application form for the applicant and uploading it to our secure channel platform, accompanied by identification and additional documents for proof of residence and income. The analysis process is initiated once all documents and information provided have been validated. Generally, we validate references through our call center or a door-to-door service provider. Next, we review the following credit reports of the applicant: (i) for customers with previous accounts, an internally generated credit report and (ii) for all applicants, a report from a third party credit bureau which is requested through a secure, password-protected, server-to-server connection. In analyzing the credit reports, we take into consideration payment behavior, previous reported income, addresses and phone numbers for future reference, total account balances and existing monthly payment obligations, either with us or with other financial institutions. Once all the above financial and credit behavior information is received about the applicant, our analyst calculates the “debt-to-income” and “pay-to-income” ratios for the individual applicant to determine the applicant’s maximum monthly payment amount, and the total amount of the approved loan.

Our commercial partners can monitor the status of each application in real time, including whether the application has been approved or rejected, along with some brief commentary from the analyst regarding the application such as total amount approved or reason for rejection.

The platform keeps a record of all the persons involved as well as any changes performed on every credit application during the entire credit analysis process.

Solid Cash Flow Generation and Multiple and Diversified Liquidity Sources

As of March 31, 2016, our payroll loans, group loans, durable goods loans, small business loans, Instacredit and used car loans had annual yields averaging 28%, 7%, 17%, 14%, 61% and 37% respectively, and had average terms of 40, 3.8, 12, 3 to 36, 33 to 55 and 12 to 36 months, respectively. The average yield of our portfolio, the frequency of collections and the relatively short-term nature of our loans result in a strong and steady cash flow. As of March

31, 2016 we collected principal and interest payments of approximately Ps.2,871.9 million, representing 15% of the average total loan portfolio.

In addition to this strong internal generation of operating cash flow, we have diverse sources of funding, including access to the domestic and international debt and securities markets, as well as bank credit lines. From March 31, 2015 to March 31, 2016, we increased our funding sources by entering into four new credit agreements, and three amended credit agreements for a total aggregate principal amount of Ps.4,426 million, with three domestic and three international financial institutions. In addition, we raised Ps.4,417.9 million through fourteen debt issuances in the domestic debt capital markets between March 31, 2015 and March 31, 2016, under our short-term and long-term notes programs. As part of our strategy, we continue to evaluate other financing sources, such as the securitization of portions of our loan portfolio, additional issuances of debt securities and additional credit lines. We believe that our cash flow from operations and funding sources provide us with the financial flexibility to meet our liquidity requirements, including our expected loan originations, and to continue growing our business, representing a competitive advantage in comparison with competitors who operate in the same market segments.

As of March 31, 2016, the unused portion of our bank credit lines totaled Ps.1,077.0 million and the authorized, unissued amount under our long and short-term note programs totaled Ps. 3,122.0 million in the aggregate.

Diversified Credit Risk

We use separate processes to originate loans in our various lines of businesses, since each line of business has distinct customer bases with different credit needs and repayment dynamics. The tenor of the loans we offer varies from one loan to another, ranging from 1 to 60 months. We believe that our business model enables us to effectively manage our exposure to credit risk by dispersing that risk across a large number of borrowers in different product categories and diverse geographic regions. The loans in our portfolio are small: approximately Ps.37,181 for payroll loans, Ps.12,638 for durable goods loans, Ps.3,013,750 for small business loans, Ps.1,859 for group loans, Ps.19,037 for Instacredit and Ps.147,925 for used car loans, resulting in our credit risk being dispersed over approximately 763,660 loans outstanding as of March 31, 2016.

Scalability of Our Business through Unique Technological Platform

The modular architecture of our origination platform and our standardized operational process enhance our flexibility and new product development capabilities to support future growth across current and new consumer loan segments. We believe our standardized and strict origination and collection processes, our strong recruiting, e-learning and continuous training programs, as well as our proprietary information technology systems, provide us with a scalable platform that enhances efficiency. Our internally-developed software allows us to effectively manage and service large volumes of loan applications and track the performance of our loan portfolio on a daily basis. Furthermore, our systems provide us with the flexibility to manage multiple loan products with different characteristics, as well as with the ability to expand our product offerings.

In addition to safeguarding all documentation in physical form, we digitalize 100% of our credit records and believe our scoring system is one of the core technological tools that allow us to grow without compromising asset quality. Our technological platform currently allows us to have a response time ranging from 30 minutes to 72 hours. We believe that our credit application processing times are shorter than those offered by our competitors and represent a significant competitive advantage. Additionally, we believe that our unique loan origination, processing and servicing technology allows us to serve large numbers of retail borrowers efficiently, providing us with a significant competitive advantage.

We have the capacity to cross check the performance of each payroll loan with our originating distributors and to monitor the portfolio performance on a daily basis. In the case of group loans, we measure delinquency performance on a four-day basis for internal purposes which allows us to take immediate action and thereby results in a lower NPL ratio. In addition, our technological platform allows us to answer 97% of all customer incoming calls in less than 12 seconds.

During 2015 we began the first implementation stage of the roll-out of the new Oracle FLEXCUBE Core Banking system. This new platform will allow us to generate robust information for our entire portfolio of products, increasing our capacity and response speed, while also adding flexibility to our current platform. At this first

implementation stage, FLEXCUBE does not substitute our current operating systems but enhances our system capacity in order to better serve our customers.

Experienced Management with Proven Track Record and Shareholder Support

Our management team consists of experienced professionals who have an average of 16 years of experience working in different segments of the Mexican financial sector. We believe our management team has been responsible for the profound organic growth that we have experienced since our incorporation in 1993 and has a proven track record of successfully expanding into new markets and introducing new products. Our main shareholders also have significant experience in the Mexican financial sector, having participated as either operating directors or shareholders of different financial institutions during the past 30 years. Moreover, some of our shareholders have been active players in the direct origination of our payroll loan business. Their combined knowledge, experience and support have proven to be valuable assets to us when formulating our strategy, developing new products or accessing new segments of the market. We believe that the knowledge, experience and support from our executive team and principal shareholders represent a significant competitive advantage.

Our Strategy

We believe that we are well-positioned to take advantage of the expected growth in the Mexican payroll loan, small business loan, group loan and used car loan segments in Mexico, the United States and Central America and strengthening our diversified product mix in countries outside of Mexico. We intend to strengthen our presence in markets in which we already operate and to continue our geographic expansion by finding new partners already operating in untapped markets. We also intend to improve our operational efficiency by reducing our operating expenses as well as our cost of funding while maintaining high levels of market share and customer satisfaction. The following are the key elements on which our strategy is based:

- ***Increase Our Payroll Loan Business.*** We have consolidated our acquisition of Directodo, and are leveraging our existing synergies with Credifiel and Crédito Maestro in order to continue growing our payroll loan business by increasing the number of government agencies and labor unions we serve, in addition to increasing our penetration among the employees of those agencies and members of those unions with which we already have established payroll lending relationships through our distributors. Additionally, we are making greater efforts to penetrate new markets, which now represent an important part of our origination. As of March 31, 2016, we believe we had a penetration of approximately 35% of the government-agency and labor-union markets we served, and we believe this low penetration will allow for significant future growth. We believe the payroll loan business represents a market opportunity of more than 7.5 million people, creating significant growth opportunities for our payroll loan portfolio over the next several years. We constantly evaluate the inclusion of new distributors in our network in order to expand our geographic presence and grow in this market segment. Additionally, we will continue to consider strategic opportunities to vertically integrate our payroll loan business in order to further expand and improve our profitability. We believe these strategic opportunities will allow us to further consolidate and define the growth of our loan origination through distributors. We believe another area of opportunity is to increase the renewal rate of our loans, given that historically, approximately 40% of our payroll customers have renewed their loans.
- ***Revamp the Durable Goods Loan Product.*** The durable goods loans business is our most mature line of business. We plan to improve and strengthen our competitive position in the market for loans for durable goods using our experience, prestige, knowledge and high level of service to new customers. This market has changed in recent years so we are currently evaluating new market strategies, including testing new technologies for the origination of durable goods loans, and expect to launch new products.
- ***Expand Our Small Business Loan Business.*** We believe this market represents significant opportunities for growth that will be driven by the 2014 financial reforms. Moreover, the low penetration of financial institutions in this market represents a good business opportunity for us. We believe that that our recent alliance with Fondo H establishes a good presence for us in this market and provides a good foundation for us to grow in this segment of the loan market.
- ***Expand Our Group Loan Business.*** We intend to grow our group loan business by partnering with other microfinance institutions. We believe that the potential of our group loan business will help us to grow due to

the low number of traditional financial institutions in these markets and the need for alternative financial services among the low and lower middle class population in Mexico. We believe that our group lending operations have great potential for geographic growth.

In particular, we believe that our existing branches will present significant opportunities for growth, as we increase the number of promoters per branch, focusing on knowledge of the specific needs of microentrepreneurs in the geographical area of each branch. Additionally, we believe there is opportunity to increase the rate of renewals of group loans, and we are focusing on increasing the profitability of the operations of our group lending segment by developing product packages, including insurance products. We are developing a training program for increasing efficiency in our group loan branches, which we believe will allow us to expand more quickly.

- **Expand Our Used Car Loan Business.** We believe that this market represents significant growth opportunities and is an underserved market, both in Mexico and the Hispanic markets in the United States. We believe that recent partnerships with distributors of used car loans, Drive & Cash in Mexico and Don Carro and AFS Acceptance in the United States, provide a solid base for continued distribution and expansion in this segment.

In Mexico, we provide loans for used cars through various partnerships with distributors that utilize their own sales force to promote our credit products. As of March 31, 2016, we operated through 18 distributors dedicated to buying and selling used cars. Additionally, during the first quarter of 2014, we acquired 51 % of a company operating under the Drive & Cash brand name, dedicated to offering secured financing for commercial vehicles. As of March 31, 2016, the distribution network of Drive & Cash consisted of 45 branches located in 20 Mexican states.

In the United States, we serve the Hispanic market segment with limited credit history or access to credit, through two companies operating under the brands Don Carro and AFS Acceptance, in which we have equity stakes of 64% and 65%, respectively. As of March 31, 2016, Don Carro had a distribution network of four lots while AFS has licenses to operate in 40 states in the United States and more than 300 locations that offer our credit products.

- **Capitalize on the Growth Potential of Underserved Markets.** We believe that growth opportunities for consumer credit financing continue to be substantial in light of a growing demand for consumer credit from a large portion of the population that has no or limited access to traditional financial services. We believe that given our leading market position and recognition, as well as our understanding of the customer segments we serve, we are well positioned to capitalize on the growth potential of non-traditional financial services in Mexico, including segments in which we do not currently operate. Our aim is to target these underserved markets with our various products. We plan to continue evaluating strategic opportunities to take advantage of the scalability and standardization of our business model, including our capacity for loan analysis and risk management in the markets in which we operate.
- **Latin American Expansion.** We recently began operations in Central America through the acquisition of 70% of Instacredit. Following the strategy of attending underserved markets in Mexico and abroad, we will seek to consolidate the presence of Instacredit in Costa Rica and continue its expansion to other countries, such as Nicaragua and Panama. The four main products that Instacredit currently offers are personal loans, car loans, SME loans and home equity loans.
- **Preserve Our Diversified Sources of Funding and Strong Capital Base.** Throughout our history of growth, we have maintained a strong equity base, which we believe reflects solid and prudent capital management. As of December 31, 2013, 2014 and 2015, our capitalization ratio was 41.8%, 38.8% and 38.1%, respectively. Our strong balance sheet and responsible capital management have allowed us to issue debt in both the international and domestic capital markets. During 2010, our funding sources became further diversified through our offering of notes in the international bond markets and subsequent reopening for an aggregate principal amount of US\$210 million. In 2014, we issued another series of notes in the international bond markets for an aggregate principal amount of US\$425 million. We also entered into a syndicated credit line with Barclays for US\$74.0 million in 2014 and in February 2016 entered into two syndicated credit lines with Credit Suisse, each for US\$100.0 million. As of March 31, 2016, debt securities represented 52.5% of our total debt, and the remaining 47.5% was represented by bank loans. As of March 31, 2016, we had credit lines with various financial

institutions totaling Ps.10,851 million, of which the unused portion represented Ps.1,077.7 million. In terms of maturity profile, 31.2% of our debt will mature during 2016, including debt securities issued in the domestic market, and the remaining 68.8% will mature in 2017 or later.

- **Focus on Profitability and Efficiency.** We believe there is significant potential to improve the efficiency and profitability of our group loan business. As we continue to grow this segment, we believe our total operating expenses as a percentage of net interest income will decrease as operating leverage increases. Other initiatives to improve the profitability of our branches include adding more promoters per branch, reducing promoter turnover, increasing the average loan portfolio per promoter and expanding into complementary product offerings, such as insurance products. Additionally, as our payroll loan business grows, we expect to be able to improve the conditions of our profit sharing agreements with our distributors, allowing us to increase our income and profitability. We are constantly analyzing other ways of increasing our efficiency through improvements in our operating systems in order to reduce operational costs across our product lines.

Concurrent Tender Offer and Consent Solicitation

We have launched a cash Tender Offer for any and all of our US\$425,000,000 aggregate principal amount of the 2019 Senior Notes validly tendered and accepted by us on or before August 2, 2016 upon the terms and subject to the conditions set forth in an Offer to Purchase and Consent Solicitation Statement, dated July 6, 2016 (as it may be amended or supplemented from time to time, the “Statement”), and in the related Letter of Transmittal and Consent (as the same may be amended or supplemented from time to time, the “Letter of Transmittal” and collectively with the Statement, the “Offer Documents”). Concurrently with the Tender Offer, and on the terms and subject to the conditions set forth in the Statement, the Company will solicit consents of holders of the 2019 Senior Notes that would, among other things, eliminate most of the restrictive covenants and certain of the events of default contained in the indenture governing the 2019 Senior Notes and shorten the minimum notice period required for a redemption from thirty days to six business days prior to the redemption date (with an additional minimum notice of three business days to the Trustee). We intend to use the net proceeds from this offering (i) to pay the consideration for the Tender Offer and Consent Solicitation and accrued and unpaid interest on the 2019 Senior Notes, (ii) to pay fees and expenses incurred in connection with the Tender Offer and Consent Solicitation, (iii) to repay certain indebtedness and (iv) the remainder, if any, for general corporate purposes. The Tender Offer and Consent Solicitation are not being made pursuant to this offering circular. The closing of the Tender Offer and Consent Solicitation is contingent upon the closing of this offering.

Recent Developments

On June 17, June 30 and July 4, 2016, we issued and sold under a short-term revolving bond series program (*programa de certificados bursátiles de corto plazo con carácter revolvente*) four Mexican Stock Exchange-listed series of bonds, for an aggregate principal amount of Ps.750 million: Ps.217.5 million of the bonds are listed under ticker symbol CREAL 00616, maturing on September 9, 2016; Ps.182.5 million of the bonds are listed under CREAL 00716, maturing on December 2, 2016; Ps.250 million of the bonds are listed under CREAL 00816; and Ps.100 million of the bonds are listed under CREAL 00916.

Our Principal Offices

Our corporate offices are located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Delegación Benito Juárez, C.P. 03103, Ciudad de México, México, and our telephone number is +52 (55) 5340-5200. Our web site address is www.creditoreal.com.mx. The information on our web site is not a part of, and is not incorporated by reference into, this offering memorandum.

THE OFFERING

The summary below describes the principal terms of the notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Notes" section of this offering memorandum contains a more detailed description of the terms and conditions of the notes.

Issuer	Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada.
Notes Offered	US\$625,000,000 aggregate principal amount of 7.250% Senior Notes due 2023.
Offering Price	99.326%, plus accrued interest, if any, from July 20, 2016.
Maturity Date.....	July 20, 2023.
Interest Rate.....	Interest on the notes will accrue at a rate of 7.250% per year.
Interest Payment Dates	January 20 and July 20 of each year, beginning on January 20, 2017.
Ranking	The notes will be our senior unsecured obligations and they will rank: <ul style="list-style-type: none">• equal in right of payment with all of our existing and future senior unsecured indebtedness (subject to certain labor and tax obligations for which preferential treatment is given under Mexican insolvency laws); and• senior to all of our existing and future subordinated indebtedness.
	<p>The notes will effectively rank junior to all of our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness. The notes will be structurally subordinated to all indebtedness, including trade payables, of any subsidiaries of ours that are not guarantors of the notes. Currently, none of our subsidiaries are guarantors of the notes.</p> <p>As of March 31, 2016, we had total indebtedness (excluding accrued interest) of Ps.20,557.0 million (US\$1,192.6 million), of which Ps.3,057.4 million (US\$177.4 million) was secured by collateral. After giving pro forma effect to the offer and sale of the notes and the application of the net proceeds from this offering as described under "Use of Proceeds," we would have had total indebtedness (excluding accrued interest) of Ps.22,596.4 million (US\$1,310.9 million).</p>
Change of Control	Upon the occurrence of a Change of Control Triggering Event (as defined under "Description of the Notes"), we will be required to make an offer to purchase the notes at a purchase price equal to 101% of their principal amount, plus any Additional Amounts (as defined under "Description of the Notes") then due, if any, plus any accrued and unpaid interest through the purchase date. See "Description of the Notes — Change of Control Triggering Event."
Optional Redemption.....	On or after July 20, 2020 we may redeem the notes, in whole or in part, at any time at the redemption prices set forth in "Description of the Notes — Optional Redemption," plus any Additional Amounts then due, if any, plus accrued and unpaid interest to the date of redemption.

Prior to July 20, 2020 we may, at our option, redeem the notes, in

whole or in part, at a redemption price equal to 100% of their principal amount, plus a make-whole amount, any Additional Amounts then due, if any, and any accrued and unpaid interest to the date of redemption.

See “Description of the Notes—Optional Redemption.”

Optional Redemption upon Equity Sales..... At any time, or from time to time, on or prior to July 20, 2020 we may, at our option, use the net cash proceeds of certain Equity Sales to redeem up to 35% of the aggregate principal amount of the notes at a redemption price equal to 107.250% of their principal amount, plus any Additional Amounts then due, if any, and any accrued and unpaid interest to the date of redemption, *provided*, that:

- after giving effect to any such redemption at least 65% of the aggregate principal amount of the notes (including any Additional Notes) issued under the Indenture remains outstanding; and
- we make such redemption not more than 90 days after the consummation of such Equity Sale.

See “Description of the Notes—Optional Redemption—Optional Redemption upon Equity Sales.”

Tax Redemption We may redeem the notes, in whole but not in part, at a redemption price equal to 100% of their principal amount, plus any Additional Amounts then due, if any, and any accrued and unpaid interest to the date of redemption, if tax laws currently in effect are modified and the change results in us becoming obligated to pay Additional Amounts in excess of those attributable to a Mexican withholding tax rate of 4.9% with respect to the notes. See “Description of the Notes— Optional Redemption—Optional Redemption for Changes in Withholding Taxes.”

Additional Amounts Payments of interest on the notes (and amounts deemed interest, such as any discount on the principal amount of the notes) to investors that are non-residents of Mexico for tax purposes will generally, if the applicable requirements are met, be subject to Mexican withholding taxes at a rate of 4.9%. See “Taxation—Mexican Federal Tax Considerations—Payments of Interest.” Subject to certain specified exceptions, we will pay such additional amounts as may be required so that the net amount received by the holders of the notes in respect of principal, interest or other payments on the notes, after any such withholding or deduction, will not be less than the amount each holder of notes would have received if such withholding or deduction had not applied. See “Description of the Notes—Additional Amounts.”

Certain Covenants..... The Indenture governing the notes contains covenants that will limit the creation of liens by us and certain subsidiaries of ours, and will permit us and certain subsidiaries to consolidate or merge with, or transfer all or substantially all of our assets to, another person only if any such transaction complies with certain requirements.

In addition, the Indenture governing the notes will limit, among other things, our ability and the ability of certain subsidiaries of ours to:

- incur additional indebtedness;

- pay dividends or redeem capital stock;
- make restricted payments;
- enter into certain transactions with shareholders and affiliates;
- secure our indebtedness and the indebtedness of our subsidiaries;
- guarantee debts; and
- sell, consolidate, merge or transfer assets.

These covenants are subject to a number of important exceptions and qualifications. See “Description of the Notes — Certain Covenants.”

Events of Default	The Indenture governing the notes sets forth the events of default applicable to the notes. See “Description of the Notes—Events of Default.”
Further Issuances	Subject to the limitation contained in the Indenture, we may from time to time and without providing notice to or obtaining the consent of the holders of the notes create and issue an unlimited principal amount of Additional Notes of the same series as the notes initially issued in this offering, provided that such Additional Notes do not have, for purposes of U.S. federal income taxation, a greater amount of original issue discount than the notes have on the date of issue of such Additional Notes.
Use of Proceeds	<p>We estimate that we will receive net proceeds from the offer and sale of the notes, after deducting initial purchasers’ discounts and commissions but before the payment of other offering expenses, of approximately US\$615.1 million.</p> <p>We intend to use the net proceeds from this offering (i) to pay the consideration for the Tender Offer and Consent Solicitation and accrued and unpaid interest on the 2019 Senior Notes, (ii) to pay fees and expenses incurred in connection with the Tender Offer and Consent Solicitation, (iii) to repay certain indebtedness and (iv) the remainder, if any, for general corporate purposes.</p> <p>See “Use of Proceeds.”</p>
Taxation	For a summary of the Mexican federal income tax consequences and the U.S. federal income tax consequences of an investment in the notes, see “Taxation.”
Book-Entry; Delivery and Form	The notes will be issued in the form of global notes in registered, global form without interest coupons. The global notes will be exchangeable or transferable, as the case may be, for definitive notes in registered certificated form without interest coupons only in limited circumstances. The notes will be issued in registered form in denominations of US\$200,000 and integral multiples of US\$1,000 in excess thereof. See “Book-Entry; Delivery and Form.”
Settlement	The notes will be delivered in book-entry form through the facilities of The Depository Trust Company, or DTC, for the accounts of its

participants, including Euroclear and Clearstream.

Transfer Restrictions.....	We have not and will not register the notes under the Securities Act or the securities laws of any other jurisdiction. The notes are subject to restrictions on transfer and may only be offered in transactions exempt from or not subject to the registration requirements of the Securities Act. As required under Article 7 of the Mexican Securities Market Law, we will notify the CNBV of the terms and conditions of this offering of the notes outside of Mexico. The notes have not been and will not be registered with the Mexican National Securities Registry maintained by the CNBV and may not be offered or sold publicly in Mexico, except that the notes may be offered privately in Mexico pursuant to the private placement exemption set forth in Article 8 of the Mexican Securities Market Law to institutional and accredited investors. See “Transfer Restrictions.”
Listing of the Notes	Application is expected to be made to admit the notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange.
Governing Law.....	The Indenture and the notes will be governed by, and construed in accordance with, the laws of the State of New York.
Trustee, Registrar, Transfer Agent and Paying Agent	The Bank of New York Mellon
Luxembourg Paying Agent, Transfer Agent and Listing Agent.....	The Bank of New York Mellon (Luxembourg) S.A.

SUMMARY FINANCIAL INFORMATION

The financial information for the years ended December 31, 2013, 2014 and 2015 has been derived from our audited financial statements included elsewhere in this offering memorandum, together with the notes thereto. The financial information for the three-month periods ended March 31, 2015 and 2016 has been derived from our interim financial statements.

The following tables present summary financial information and other data as of December 31, 2013, 2014 and 2015 and for years then ended and as of and for the three-month periods ended March 31, 2015 and 2016, as reported in our financial statements included elsewhere in this offering memorandum. Certain amounts and percentages included in this offering memorandum have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different contexts may vary slightly and figures in certain other contexts may not be the exact arithmetic results of their components as shown herein.

Our financial statements were prepared in accordance with *Sofom* GAAP. *Sofom* GAAP differs in certain significant respects from U.S. GAAP. See “Annex A—Summary of Certain Significant Differences Between *Sofom* GAAP and U.S. GAAP” for a description of certain differences between *Sofom* GAAP and U.S. GAAP as they related to us. No reconciliation of any of our financial statements to U.S. GAAP has been performed.

The financial statements reflect our investment in Publiseg, Grupo Empresarial Maestro, Bluestream Capital, Cege Capital, Credilikeme, and the consolidation of Servicios Corporativos Chapultepec, CR Fact, CR USA, Controladora CR, Directodo, Holding and Creal Dallas. See “Presentation of Certain Financial and Other Information.”

<u>Income Statement</u>	<u>Year Ended December 31,</u>			
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2015⁽¹¹⁾</u>
	<i>(in millions of pesos)</i>			<i>(in millions of dollars)</i>
Interest income.....	2,724.5	3,327.1	4,264.2	247.2
Interest expense.....	(723.1)	(882.3)	(952.3)	(55.2)
Financial margin.....	2,001.4	2,444.8	3,311.9	192.0
Allowance for loan losses.....	(404.5)	(264.5)	(345.6)	(20.0)
Financial margin adjusted for credit risks.....	1,596.9	2,180.3	2,966.3	172.0
Commissions and fees paid.....	(69.7)	(99.0)	(142.2)	(8.2)
Other income from the operation.....	10.1	23.7	36.2	2.1
Administrative and promotion expenses.....	(484.1)	(629.6)	(1,138.1)	(66.0)
Operating income.....	1,053.3	1,475.4	1,722.3	99.9
Equity in income of associates.....	191.1	98.6	69.2	4.0
Income before income taxes.....	1,245.2	1,574.0	1,791.5	103.9
Income taxes.....	(241.6)	(334.8)	(421.6)	(24.4)
Net income.....	1,003.6	1,239.3	1,369.9	79.4
Non-controlling interest.....		(14.5)	1.5	0.1
Net income attributable to controlling interest.....	<u>1,003.6</u>	<u>1,224.8</u>	<u>1,371.4</u>	<u>79.5</u>

Income Statement	Three Months Ended March 31		
	2015	2016	2016 ⁽¹²⁾
	<i>(in millions of pesos)</i>		<i>(in millions of dollars)</i>
Interest income.....	943.0	1,339.3	77.7
Interest expense	(224.6)	(322.8)	(18.7)
Financial margin	718.4	1,016.5	59.0
Allowance for loan losses.....	(77.6)	(47.3)	(2.7)
Financial margin adjusted for credit risks.....	640.8	969.2	56.2
Commissions and fees charged	0.0	147.9	8.6
Commissions and fees paid	(23.0)	(58.5)	(3.4)
Other income from the operation	12.4	61.3	3.6
Administrative and promotion expenses.....	(237.2)	(563.8)	(32.7)
Operating income.....	393.1	556.1	32.3
Equity in income of associates	15.6	17.8	1.0
Income before income taxes.....	408.8	573.9	33.3
Income taxes	(84.9)	(132.7)	(7.7)
Net income.....	323.9	441.2	254.6
Non-controlling interest.....	2.8	(34.9)	(2.0)
Net income attributable to controlling interest	326.7	406.2	23.6

Balance Sheet	As of December 31,			
	2013	2014	2015	2015 ⁽¹¹⁾
	<i>(in millions of pesos)</i>			<i>(in millions of dollars)</i>
Assets:				
Cash and cash equivalents.....	126.9	53.8	120.8	7.0
Investments in securities	646.2	1,251.2	543.2	31.5
Securities and derivatives transactions	230.1	950.3	2,112.8	122.5
Performing loan portfolio.....				
Commercial Loans.....	10,265.0	13,544.3	15,706.6	910.6
Consumer Loans.....			1,486.9	86.2
Total performing loan portfolio.....	10,265.0	13,544.3	17,193.6	996.8
Non-performing loan portfolio.....				
Commercial loans.....	158.5	260.6	393.8	22.8
Consumer Loans.....			22.2	1.3
Total non-performing loan portfolio.....	158.5	260.6	416.1	24.1
Loan portfolio.....	10,423.5	13,804.9	17,609.6	1,020.9
Less: allowance for loan losses.....	(203.2)	(420.1)	(485.5)	(28.1)
Loan portfolio (net).....	10,220.3	13,384.8	17,124.1	992.8
Other accounts receivable (net).....	2,390.4	1,156.2	2,258.9	131.0
Foreclosed assets (net).....	-	-	-	-
Property, furniture and fixtures, net.....	22.9	85.5	149.1	8.6
Long-term investments in shares.....	786.0	859.0	835.6	48.4
Other assets	-	-	-	-
Debt issuance costs, intangibles and others	677.2	2,174.8	2,850.8	165.3
Total assets.....	15,100.0	19,915.5	25,995.5	1,507.1
Liabilities				
Notes payable (certificados bursátiles)	3,041.8	2,571.9	3,610.4	209.3
Senior notes payable	2,829.6	6,561.0	7,334.6	425.2
Bank loans and borrowings from other entities				
Short-term.....	1,950.1	1,120.3	3,490.5	202.4
Long-term.....	2,130.8	3,140.8	3,008.4	174.4
	4,080.9	4,261.0	6,498.9	376.8
Securities and derivatives transactions	-	-	-	-
Accrued liabilities and other and other accounts payable	327.0	346.3	654.3	37.9
Income taxes payable.....	14.6	51.9	88.3	5.1
Deferred taxes (net).....	453.3	766.1	1,096.5	63.6
Total liabilities.....	10,747.1	14,558.3	19,283.0	1,117.9

Stockholders' equity:

Capital stock	630.7	660.2	660.2	38.3
Share subscription premium.....	1,385.5	1,474.8	1,448.0	83.9
Earned capital:				
Accumulated results from prior years.....	1,326.1	1,977.3	3,035.2	176.0
Result from valuation of cash flow hedges, net.....	7.0	5.6	89.3	5.2
Cumulative translation adjustment.....	-	-	2.8	0.2
Non-controlling interest	-	14.5	105.8	6.1
Net income attributable to controlling interest.....	1,003.6	1,224.8	1,371.4	79.5
Total stockholders' equity.....	4,352.9	5,357.2	6,712.5	389.2
Total liabilities and stockholders' equity.....	15,100.0	19,915.5	25,995.5	1,507.1

Balance Sheet	As of March 31		
	2015	2016	2016⁽¹²⁾
	<i>(in millions of pesos)</i>		<i>(in millions of dollars)</i>
Cash and cash equivalents.....	93.1	918.7	53.3
Investments in securities	772.2	234.1	13.6
Securities and derivatives transactions.....	1,180.6	1,901.4	110.3
Performing loan portfolio			
Commercial loans.....	13,964.3	15,655.3	908.2
Consumer loans.....	-	4,526.5	262.6
Total performing loan portfolio.....	13,964.3	20,181.8	1,170.8
Non-performing loan portfolio			
Commercial loans.....	316.0	374.9	21.8
Consumer loans.....	-	178.7	10.4
Total non-performing loan portfolio	316.0	553.6	32.1
Loan portfolio	14,280.3	20,735.4	1,203.0
Less: allowance for loan losses	(454.3)	(803.6)	(46.6)
Loan portfolio (net).....	13,826.1	19,931.8	1,156.3
Other accounts receivable (net)	1,624.0	3,002.0	174.2
Foreclosed assets (net).....	-	-	-
Property, furniture and fixtures, net	75.9	235.4	13.7
Long-term investments in shares	827.1	860.2	49.9
Other assets			
Debt issuance costs, intangibles and others	2,152.5	3,871.7	224.6
Total assets	20,551.6	30,955.3	1,795.9
Liabilities			
Notes payable (certificados bursátiles)	2,777.7	4,385.4	254.4
Senior notes payable.....	6,789.7	6,582.8	381.9
Bank loans			
Short-term.....	965.1	4,676.5	271.3
Long-term	2,870.1	5,916.9	343.3
	3,835.1	10,593.4	614.6
Securities and derivatives transactions.....	-	-	-
Other accounts payable	626.1	695.7	40.4
Income taxes payable	12.2	13.9	0.8
Deferred income taxes	851.2	1,130.8	65.6
Total liabilities	14,892.1	23,402.0	1,357.7
Stockholders' equity:			
Capital stock	660.2	660.2	38.3
Share subscription premium.....	1,475.3	1,453.6	84.3
Earned capital:			
Accumulated results from prior years.....	3,186.7	4,436.9	257.4
Result from valuation of cash flow hedges, net.....	4.5	107.3	6.2
Cumulative translation adjustment.....	-	(35.3)	(2.0)
Non-controlling interest	6.1	524.4	30.4
Net income attributable to controlling interest.....	326.7	406.2	23.6
Total stockholders' equity.....	5,659.5	7,553.4	438.2
Total liabilities and stockholders' equity	20,551.6	30,955.3	1,795.9

Other Financial Data and Ratios	As of and for the Year Ended December 31,		
	2013	2014	2015
Yield ⁽¹⁾	31.1%	26.2%	27.1%
Net Income Margin ⁽²⁾	22.8%	19.3%	21.0%
ROA: Return on average Total Assets ⁽³⁾	7.7%	6.9%	6.0%
Return on Average Loan Portfolio ⁽⁴⁾	11.5%	9.7%	8.7%
ROE: Return on average stockholders' equity ⁽⁵⁾	24.5%	24.7%	22.2%
Debt to Equity Ratio ⁽⁶⁾	2.3	2.5	2.6
Average interest income rate (total portfolio) ⁽⁷⁾	31.1%	26.2%	27.1%
Average cost of funds ⁽⁸⁾	8.7%	7.5%	6.3%
Efficiency ratio ⁽⁹⁾	25.1%	26.8%	35.9%
Capitalization Ratio ⁽¹⁰⁾	41.8%	38.8%	38.1%
Credit Quality Ratios			
Provisions for loan losses as a percentage of total loan portfolio	3.9%	1.9%	2.0%
Allowance for loan losses as a percentage of total past-due loan portfolio	128.2%	161.2%	116.7%
Total past-due loan portfolio as a percentage of total loan portfolio	1.5%	1.9%	2.4%
Allowance for loan losses as a percentage of total loan portfolio	1.9%	3.0%	2.8%

Other Financial Data and Ratios	As of and for the Three Months Ended March 31,	
	2015	2016
Yield ⁽¹⁾	26.9%	27.9%
Net Income Margin ⁽²⁾	20.5%	21.2%
ROA: Return on average Total Assets ⁽³⁾	6.4%	6.2%
Return on Average Loan Portfolio ⁽⁴⁾	9.3%	8.5%
ROE: Return on average stockholders' equity ⁽⁵⁾	23.7%	22.8%
Debt to Equity Ratio ⁽⁶⁾	2.4	2.9
Average interest income rate (total portfolio) ⁽⁷⁾	26.9%	27.9%
Average cost of funds ⁽⁸⁾	6.7%	6.6%
Efficiency ratio ⁽⁹⁾	34.1%	51.0%
Capitalization Ratio ⁽¹⁰⁾	39.6%	36.4%
Credit Quality Ratios		
Provisions for loan losses as a percentage of total loan portfolio	2.2%	0.9%
Allowance for loan losses as a percentage of total past-due loan portfolio	143.7%	145.2%
Total past-due loan portfolio as a percentage of total loan portfolio	2.2%	2.7%
Allowance for loan losses as a percentage of total loan portfolio	3.2%	3.9%

(1) Yield is calculated by dividing the accrued income for the period by the average quarterly balance of the total loan portfolio. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(2) Net Income Margin is calculated dividing the financial margin of the period by the average quarterly loan portfolio. For quarterly figures, cumulative financial margin is annualized by multiplying the amounts by four.

(3) Return on average total assets consists of net income for the period divided by the average quarterly total assets. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(4) Return on average loan portfolio consists of net income attributable to controlling interest for the period divided by the average quarterly loan portfolio amounts. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(5) Return on average stockholders' equity consists of net income attributable to controlling interest for the period divided by average quarterly stockholders' equity. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(6) Debt to equity ratio consists of total liabilities at the end of the period divided by total stockholders' equity at the end of the period.

(7) Average interest income rate (total portfolio) consists of interest income for the period divided by the average quarterly loan portfolio amounts. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(8) Average cost of funds consists of interest expense for the period divided by the average quarterly funding amounts. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(9) Efficiency ratio consists of administrative and promotion expenses for the period divided by the sum of (a) financial margin and (b) the difference between (i) commissions and fees collected and (ii) commissions and fees paid for the period.

(10) Capitalization ratio consists of total stockholders' equity at the end of the period divided by total loan portfolio at the end of the period.

(11) Translated into U.S. dollars, solely for the convenience of the reader, using an exchange rate of Ps.17,2487 per U.S. dollar, the exchange rate determined by Banco de Mexico on December 31, 2015 and published in the Official Gazette. These convenience translations should not be construed as representations that the peso amounts actually represent U.S. dollar amounts or could be converted into U.S. dollars at the specified rate or at all. See "Exchange Rates" in this offering memorandum.

(12) Translated into U.S. dollars, solely for the convenience of the reader, using an exchange rate of Ps.17,2370 per U.S. dollar, the exchange

rate determined by Banco de Mexico on March 31, 2016 and published in the Official Gazette. These convenience translations should not be construed as representations that the peso amounts actually represent U.S. dollar amounts or could be converted into U.S. dollars at the specified rate or at all. See “Exchange Rates” in this offering memorandum

RISK FACTORS

You should carefully consider the following discussion of risks, as well as all the other information presented in this offering memorandum before investing in the notes. These risks are not the only risks that affect our business. Additional risks that are presently unknown to us, that we currently deem immaterial or that do not require specific disclosure may also impair our business. Any of the following risks, if they actually occur, could materially and adversely affect our business, results of operations, financial condition and prospects.

Risks Relating to Our Business

Our business, financial condition and results of operations have been, and may continue to be, adversely affected by the United States and international financial market, economic and political conditions.

The global economy has recently experienced a period of slowdown and unprecedented volatility and has been adversely affected by a significant lack of liquidity, loss of confidence in the financial sector, disruptions in the credit markets, reduced business activity, rising unemployment and erosion of consumer confidence. The global economic slowdown in general, and the U.S. and European economic slowdown in particular have had, and may continue to have, a negative impact on the Mexican economy as well as on our business, financial condition and results of operations. In particular, a contraction in the credit markets may affect our ability to fund our operations. See “—If we are not able to access sources of funding, our business, financial condition and results of operations may be adversely affected” and —“We have a significant amount of indebtedness that may impair our operating and financial flexibility and could materially and adversely affect our business, financial condition, results of operations and our ability to fulfill our obligations under the notes.” In addition, a decline in interest rates for our products and an increase in our cost of funding could have a negative effect on our financial margins. Furthermore, the Mexican financial market is exposed to a certain extent to the ongoing social and political crisis in North Africa and the Middle East, which may result in increasing energy prices and volatility in the foreign currency exchange market and could negatively impact our results. Additionally, there may be potentially adverse market conditions for the Hispanic community in the United States due to a change in the political landscape. A worsening of these conditions would likely exacerbate the adverse effects of these difficult market conditions on us and others in the markets in which we operate. In particular, we may face, among others, the following risks in connection with these events:

- The worsening of global economic conditions and continued disruptions in the credit markets could lead to increased government regulation of our industry. Compliance with such regulation may increase our costs, limit the interest rates we may charge and limit our ability to implement our business strategies.
- The process we use to estimate losses inherent in our credit exposure requires subjective and complex judgments, including forecasts of economic conditions and how these economic conditions might impair the ability of our borrowers to repay their loans. The level of uncertainty concerning economic conditions may adversely affect the accuracy of our estimates which may, in turn, impact the reliability of such process.
- The value of the portfolio of investment securities that we hold may be adversely affected by worsening economic conditions in Mexico, the United States and Central America.

The occurrence of any of these events may materially and adversely affect our business, financial condition and results of operations.

Changes in economic conditions could materially and adversely affect consumer demand, and thus demand for our loan products.

Demand for the loan products we offer depends on economic conditions, including GDP growth rates, inflation, unemployment, the cost of energy and other necessities, the availability of consumer credit, interest rates, consumer confidence, retail trends and foreign currency exchange rates. These economic conditions are beyond our control. If economic conditions worsen, demand for consumer goods will likely decline. A decline in demand for consumer goods would reduce demand for our durable goods loans. A decline in demand for consumer goods would also likely reduce demand for our payroll loans, to the extent those loans are used to finance consumer purchases, and for our group loans, because microbusiness owners use proceeds from those loans primarily to finance small

commercial enterprises that are dependent on consumer demand. Our ability to receive payments on our loans in full and on time is also heavily dependent on the financial condition of borrowers, which is in turn heavily dependent on economic conditions. Worsening economic conditions, most notably rising unemployment, could negatively impact the financial condition of existing and potential borrowers, which could in turn both increase the share of our existing loans that are non-performing, thereby creating losses in and reducing the profitability of our loan portfolio, and adversely affect the creditworthiness of Mexican consumers, thereby reducing our loan approval rate. In addition, reduced access to credit and lower revenues may adversely affect our distributors and specialized retail chains, some of which may go out of business. The occurrence of any of these events may materially and adversely affect our business, financial condition and results of operations.

We are subject to fluctuations in interest rates. Imbalances in the interest rates and maturity between our loan portfolio and our sources of funds could adversely affect us and our capacity to expand our business.

We are exposed to interest rate and maturity mismatches between our loans and sources of funding. Our loan portfolio consists mainly of loans bearing interest at fixed rates, and the net interest income from our loans depends on the spread between our cost of funding and the interest rates we charge to our customers. An increase in interest rates, or general uncertainty about changes in interest rates, could affect demand for credit, and thus affect demand for our loan products. In addition, an increase in market interest rates in Mexico could increase our cost of funding under circumstances in which we could not timely and fully increase the interest rates we charge to our customers with respect to the loans we provide. Such a situation could reduce the net interest income we earn on our loan portfolio, or affect our ability to pay our liabilities, which in turn could have a material and adverse effect on our business, financial condition and results of operations.

Any mismatch between the maturity of our loan portfolio and our sources of funds could magnify the effect of any imbalance in interest rates and could present a liquidity risk if we fail to obtain funding on an ongoing basis. An increase in our total cost of funds could result in an increase in the interest rates on our loans, which could, as a result, affect our ability to attract new customers and could limit the expansion of our business, particularly with respect to our payroll loan and group loan product lines, which we plan to expand significantly in the future. A decrease in the growth of our loan portfolio could materially and adversely affect our ability to pay our liabilities, which in turn could have a material and adverse effect on our business, financial condition and results of operations.

If we are not able to effectively control the level of non-performing or poor credit quality loans in the future, or if our allowance for loan losses are insufficient to cover future loan losses, our business, financial condition and results of operations could be materially and adversely affected.

We may not be able to effectively control the level of non-performing loans in our total loan portfolio, including in respect to auto loans in the United States and personal loans, SME loans, mortgage loans and auto loans in Central America, which are segments we recently entered into. In particular, the amount of our reported non-performing loans may increase in the future as a result of growth in our loan portfolio, deterioration in our credit approval process, the acquisition of any of our distributors or other entities (such as the acquisitions of a 49% ownership interest in each of Publiseg and GEMA) or other factors beyond our control, such as further weakening of the Mexican or global economy, other macroeconomic and political events affecting Mexico, events affecting specific industries or natural disasters. In addition, our current allowance for loan losses may not be adequate to cover an increase in the amount of non-performing loans or any future deterioration in the overall credit quality of our loan portfolio. As a result, if the quality of our loan portfolio deteriorates we may be required to increase our allowance for loan losses, which may adversely affect our financial condition and results of operations. Moreover, there is no precise method for predicting loan and credit losses, and we cannot assure you that our monitoring and risk management procedures will effectively predict such losses or that allowances for loan losses will be sufficient to cover actual losses. If we are unable to control the level of our non-performing or poor credit quality loans, our business, financial condition and results of operations could be materially and adversely affected.

We have a significant amount of indebtedness that may impair our operating and financial flexibility and could materially and adversely affect our business, financial condition, results of operations and our ability to fulfill our obligations under the notes.

As of March 31, 2016, we had total outstanding indebtedness of Ps.20,557.0 million (US\$1,192.6 million), not including accrued interest. Of our indebtedness outstanding as of March 31, 2016, Ps.6,408.5 million (US\$371.8

million), or 31.2%, consisted of indebtedness due to mature in 2016, while the remaining Ps.14,148.6 million (US\$820.8 million), equal to 68.8% of our total outstanding indebtedness, consisted of indebtedness due to mature after 2016. Accordingly, our capacity to continue funding our operations will depend in part on us being able to renew our maturing indebtedness and on the collection of our loan portfolio, which is due from a large number of customers located in different cities throughout Mexico, the United States and Central America and which is generated by a limited number of distributors. We anticipate that our leverage will continue for the foreseeable future. Our indebtedness could have important consequences, including the following:

- it may be difficult for us to satisfy our obligations under our existing credit facilities and other indebtedness and commitments;
- we may not be able to obtain additional financing, if needed, to fund our growth, working capital requirements, capital expenditures, debt service, general corporate or other obligations; and
- we may be placed at a competitive disadvantage in relation to our competitors that have less indebtedness.

If we are unable to comply with the provisions of our debt instruments and are unable to obtain a waiver or amendment, the indebtedness outstanding under such debt instruments could be accelerated. Acceleration of these debt instruments could have a material adverse effect on our business and financial condition and may affect our ability to fulfill our obligation under the notes.

Servicing our indebtedness, including the notes, will require a significant amount of cash. Our ability to generate cash depends on a variety of factors, many of which are beyond our control.

Our ability to make payments on our indebtedness, including the notes, will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive and other factors that are beyond our control. Our business may not be able to generate sufficient cash flow from operations and future borrowings may not be available to us in an amount sufficient to enable us to pay our indebtedness or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness at or before maturity, and may not be able to complete such refinancing on commercially reasonable terms or at all. We may not have sufficient resources to repay our indebtedness as it becomes due or sufficient time to finance the repayment thereof. We are required to use a portion of our cash flow from operations to pay interest on our current and future indebtedness, which may require us to reduce funds available for other purposes, including new loan origination. If we are unable to generate cash to service, repay or refinance our indebtedness, our business, financial condition or results of operations may be materially and adversely affected.

If we are not able to access sources of funding, our business, financial condition and results of operations may be adversely affected.

We rely significantly on several sources of funding, including bank credit lines and publicly issued debt securities, to finance our operations. Adverse financial conditions, including the existence of a liquidity crisis, could limit our access to new or sustained funding. Any decrease in the availability of one or more of our funding sources could have an adverse effect on our business, financial condition and results of operations.

In the past, we have also relied on partial credit guarantees obtained from the Mexican development bank Nacional Financiera, S.N.C., Institución de Banca de Desarrollo (“NAFIN”) for some of our notes offerings in order to access the local debt markets. We may need to rely on partial credit guarantees from NAFIN in the future. We may be unable to secure such guarantees in a timely manner, on acceptable terms or at all, which could limit our access to financing and have a material adverse effect on our business, financial condition and results of operation. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Bond Programs.”

We may also require additional capital in the future in order to grow our loan portfolio, remain competitive or enter into new businesses. In addition, we may need to raise additional capital to increase our equity base in the event that we experience large, unexpected losses in our loan portfolio. Our ability to obtain additional capital in the future is subject to a variety of uncertainties, including:

- our future financial condition, results of operations and cash flows;

- general market conditions for capital-raising activities by financial institutions; and
- economic, political and other conditions in Mexico and elsewhere.

We may not be able to obtain additional capital in a timely manner, on acceptable terms or at all, which could have an adverse effect on our business, financial condition and results of operations.

Reductions in our credit ratings could increase our cost of borrowing and may make it more difficult to raise new funds or renew maturing debt.

Our credit ratings are an important component of our liquidity profile. Among other factors, our credit ratings are based on the financial strength, credit quality and concentrations of our loan portfolio, the level and volatility of our earnings, our capital adequacy, the level of our non-performing loans, the quality of our management, the liquidity of our balance sheet and our ability to access funding sources.

According to a report recently issued by a credit rating agency, our risk position remains moderate reflecting the transactional risks that arise from working with government entities. The agency raised concerns regarding the use of financial derivatives to cap the exchange rate in order to reduce the cost of funds that might be exposed to exchange rate fluctuations. Additionally, some of the assets acquired from Maravalley are mostly denominated in Costa Rican colones and around US\$47 million of those assets are denominated in U.S. dollars. Furthermore, the rapid lending growth could have a negative effect on the asset quality.

Downgrades in our credit ratings could increase the cost of debt issuances in public markets or any future borrowings. In addition, downgrades in our credit ratings could negatively impact our ability to renew maturing debt, making any such renewal more difficult and expensive. Credit ratings downgrades could have a material adverse effect on our business, financial condition and results of operations.

Competition from other financial institutions may adversely affect our profitability and market position.

We face competition from lenders that target our existing and prospective customers. In particular, there is substantial competition in the small business segment. Our competitors include banks, *Sofomes* and other financial institutions such as credit unions and cooperatives as well as commercial entities and informal loan providers. In addition, we face competition from the public sector, as the Mexican government currently engages in its own financing programs. Our group loan business also faces competition from non-governmental organizations (“NGOs”). We expect competition to continue to increase, particularly in our payroll and small business loans segments, as we continue expanding our operations in Mexico, the United States and Central America. Institutions with which we currently compete may have significantly greater assets and capital, access to financing sources, name recognition, geographic penetration, experience with credit rating structures and other advantages. In addition, our competitors may be better able than we are to anticipate and respond to market trends. In this manner, competition in our markets may adversely affect our business, prospects, financial condition and results of operations.

Mexican financial authorities have been given broad authority in certain areas, as a result of the Financial Reforms.

As part of the Financial Reforms, the Mexican Congress approved changes to the Mexican Law for the Protection and Defense of Financial Services Users (*Ley de Protección y Defensa al Usuario de Servicios Financieros*), which, among other things, gives CONDUSEF broad authority to oversee financial institutions. Pursuant to the changes to the law, among other things, CONDUSEF is (i) entitled to initiate class action lawsuits against Mexican financial institutions in connection with events affecting groups of users of financial services; (ii) required to maintain a Bureau of Financial Entities (*Buró de Entidades Financieras*), which will set forth any and all information deemed material for users of financial services; (iii) empowered to (x) order amendments to any of the standard forms of commercial banking documentation (such as account and loan agreements) used by financial institutions if it considers provisions therein to be detrimental to users and (y) require financial institutions to adopt any necessary measure to halt, modify or avoid any harm or damage to users’ rights; (iv) permitted to issue resolutions as part of arbitration proceedings, for the benefit of issuers, that would permit users to attach assets of

financial institutions prior to the completion of arbitration proceedings; and (v) given broader authority to fine financial institutions that do not comply with an order issued by CONDUSEF.

We are dependent on three principal payroll loan distributors to originate payroll loans , on Fondo H to originate SME loans, on Contigo and Somos Uno for group loans and on three other companies for used car loans.

As of March 31, 2016, approximately 85.3% of our total payroll loan portfolio balance consisted of loans originated on our behalf by our three principal payroll loan distributors (Directodo, Publiseg and GEMA). Although we have entered into factoring agreements with our principal payroll loan distributors, in the majority of cases these agreements are not exclusive (with the exception of our agreements with Directodo, Publiseg, and GEMA, which are exclusive). The term of these agreements is indefinite, but they may be terminated by our distributors at any time by giving prior written notice to us. If any of our principal payroll loan distributors terminate their relationship with us or decrease the amount of loans they originate and offer to us, the size of our total loan portfolio could decrease, which would have a material adverse effect on the future size of our loan portfolio, our business, financial condition and results of operations.

As of March 31, 2016, approximately 79.7% of our SME loan portfolio balance consisted of loans originated on our behalf by our principal distributor Fondo H. Currently, we have an exclusivity agreement signed with this specialized SME origination company. As of March 31, 2016, approximately 99.9% of the origination of group loans is attributed to Contigo and Somos Uno distributors, in which the Company owns equity. For the used car business, the distributors Drive & Cash operating in Mexico and AFS and Don Carro operating in the United States originated 95.4% of the used car loan portfolio as of March 31, 2016. If any of our distributors terminate or decrease the amount of loans they originate, the size of our total loan portfolio could decrease, which would have a material adverse effect on the future size of our loan portfolio, our business, financial condition and results of operations.

The origination of payroll loans is highly dependent on the relationships and lobbying efforts that our distributors build and sustain with federal, state and local government entities, as well as with labor unions.

Our distributors have entered into cooperation agreements with approximately 266 public-sector employers or employee labor unions in all of the Mexican states, and it is through these relationships that our distributors promote our payroll loan products. Some of these distributors depend, in turn, on the services of public relations firms in order to obtain and maintain contacts with government entities and labor unions. In some instances, the cooperation agreements provide for the payment of a fee by the distributor to the labor unions or government entities based on a percentage of the loans originated through the particular cooperation agreement. In some cases, the cooperation agreements provide for the payment of consideration to the labor unions, for the benefit of their members. These cooperation agreements can be terminated through simple notice. In the event that (i) our distributors are not able to maintain the existing agreements with these entities or with other federal, state and local governments or labor unions, (ii) our distributors, including Directodo, Publiseg and GEMA, are not able to maintain their existing agreements with public relations firms or (iii) the public relations firms are unable to maintain their contacts with federal, state and local governments or labor unions, our distributors' ability to originate new payroll loans could be diminished, which could reduce the size of our loan portfolio and affect our growth. In addition, the credit risk of our existing payroll loan portfolio could increase because payments on existing payroll loans could no longer be collected directly from the public sector employers of our borrowers or from the labor unions to which they belong. Any deterioration in the relationship between our distributors and the public sector employers or labor unions, between our distributors and the public relations firms, between the public relations firms and the public sector employers of labor unions, or any changes to the collection process of payroll loans may result in the termination or breach of the cooperation agreements (including for not complying with the agreements in a timely fashion) and have a material adverse effect on our business, financial condition and results of operations.

Our collection of payments on payroll loans is dependent on our distributors.

We do not have a direct relationship with the public sector employers or the employee labor unions that make payments through payroll deductions, on account of and pursuant to written instructions made by borrowers. The collection of these payments is carried out by our distributors, as our agents, in accordance with the financial contracts they have with us. See "Business—Loan Servicing and Collection." Therefore, the punctual repayment of payroll loans depends on the effective collection efforts of our distributors working with public sector employers, as well as competent payroll administration practices by the public sector employers themselves. There may also be

delays in the deposit of payments by public sector employers, which may be due to changes in administration, rotation of personnel or changes to information technology systems, among other factors, which may have a material adverse effect on our business, financial condition and results of operations.

The insolvency or operational capacity of our distributors could affect the collection and payment of our payroll loans.

We analyze the legal, financial, accounting and administrative profiles of our distributors in order to verify that they have the capacity to comply with their responsibility to ensure payment of the payroll loans they have originated. In the case of Directodo, Publiseg and GEMA, we are a partner and have diverse rights. However, we cannot ensure that distributors will always be able to effectively comply with their responsibility to ensure payment. The inability of our distributors to fulfill this responsibility may affect the receipt of payment for such loans and, consequently, may have a material adverse effect on our business, financial condition and results of operations.

There may be conflicts of interests between the public sector employers, the distributors and us.

In the operation of payroll loans, our interests and the interests of the public sector employers or the distributors may conflict, which may adversely affect our ability to ensure repayment of these loans and, therefore, the quality of our loan portfolio. More specifically, public sector employers could have an incentive to delay the deposit of the payroll deduction, as a way of financing their own operations, which could affect our liquidity.

The approval process for payroll loans does not always include a consultation with credit rating agencies regarding the credit history of potential clients.

With regard to payroll loan applications, consultations with credit rating agencies on the credit history of the loans being acquired are carried out at the discretion of the loan officer reviewing the application. We cannot ensure that lack of consultation regarding clients' credit histories will not have a negative effect on the quality of our payroll loan portfolio.

Furthermore, there is no centralized information system that allows us to verify compliance with the maximum amount of payments that can be made by employees or union members through payroll deductions, which we define as 30% of the amount of each employee's paycheck net of other charges. Thus, the information we have about a particular borrower might be insufficient to prevent situations that could affect the recovery of the loan, such as the payment of legally required obligations that have priority over payroll loans or the borrower incurring additional liabilities that affect the total amount of the borrower's paycheck which is available for deductions. If such a situation were to occur, it could have a material adverse effect on our business, financial condition and results of operations.

In exceptional cases, loan installments could fail to be deducted from the paychecks of our payroll loan clients, which could materially and adversely affect our payroll loan business.

The instructions borrowers give to their employers to authorize deductions from their paycheck to service payroll loans may be revoked in exceptional cases. Similarly, payroll deductions may not be made accurately or promptly by the borrower's public sector employer as a result of administrative problems or errors, the loss of employment or the incapacity of the borrower. If loan installments are no longer deducted from the paychecks of our payroll loan clients, our payroll loan business and credit profile may be materially and adversely affected, negatively impacting our business, financial condition and results of operations.

The origination, disbursement and operation of payroll loans may become subject to regulation, resulting in restrictions to our payroll lending operations.

In contrast with other Latin American countries, which have some form of regulation related to the origination and operation of payroll loans (including interest rate controls and limits on the maximum amount of indebtedness allowed for each borrower), as of the date of this offering memorandum, Mexico does not have an approved and organized regulatory framework for the origination, disbursement and operation of payroll loans. If any of these activities were to be regulated in Mexico, our operations in this sector could become subject to restrictive laws and regulations, which could have an adverse effect on our business, financial condition and results of operations. For

example, in the education sector, since January 2015, the Tesofe (*Tesorería de la Federación*) through the FONE (*Fondo de Aportaciones para la Nómina Educativa*) centralized SNTE teachers' payroll disbursements instead of using government agencies for federal employees. We believe that such centralization ensures a more efficient and standardized collection process, however, depending on a sole institution for the collection of a significant portion of payroll loans could concentrate possible market, operational, financial or other risks.

Our policies and internal control mechanisms may not be effective in preventing corrupt business practices.

We cannot ensure that our “best practices” and ethics policy for hiring and operations, and the internal control and practices derived from such policy, which we intend to expand to our distributors and promoters, will always be effective in preventing corrupt business practices by our employees and/or distributors in relation to their activities carried out during their dealings with public or private agencies, including the activities carried out during their origination of payroll loans. This could adversely affect our reputation, business, financial condition and results of operations, as well as our ability to continue to rely on the loan origination for payroll loans. See “Business—Credit and Risk Management Policies.”

Advertising carried out by our distributors in connection with their payroll loan origination may be unclear, which may constitute a violation of applicable law and may subject us to sanctions for our marketing activities.

As an entity engaged in financial marketing, we may be subject to sanctions for unfair competition if we offer information that is incorrect, false, incomplete or susceptible to confusion with regard to our products, pursuant to applicable law. We believe the documentation related to payroll loans originated by our distributors, as original creditors, clearly establishes the Total Annual Cost (“TAC”) and the fact that the loans will be subsequently transferred to us. However, the advertising carried out by our distributors in order to originate loans could be deemed unclear under applicable law, including with respect to Crédito Real's role as the ultimate creditor, specific interest rates and the TAC of loans, which could affect our public perception, result in sanctions or have an adverse effect on our business, financial condition and results of operations.

Payroll loan distributors' inability to verify the cash flow of money deposited by public sector employers may affect their relationship with us.

Payroll loan distributors may be unable to verify the cash flow of money deposited by public sector employers derived from the payment of accounts by borrowers, due to legal, technological, or other reasons. This may affect the relationship between us and our distributors. Any deterioration in the relationship between our distributors and the public sector employers (as well as any delays in the payments made by public sector employers), may have a material adverse effect on our business, financial condition and results of operations.

We may fail to realize the anticipated benefits from our acquisition of a minority interest in Publiseg and GEMA.

On November 18, 2011, we acquired a 49% participation in the capital stock of Publiseg. Publiseg is one of our principal payroll loan distributors, which operates its business under the Credifiel brand. We have an option to acquire the remaining 51% interest in Publiseg, as well as various minority rights pursuant to which Publiseg's controlling shareholders must receive our prior consent in order for Publiseg to carry out certain actions. In addition, in October 2012, we acquired a 40.8% ownership interest in GEMA, and during the first quarter of 2013, we exercised an option to increase our ownership interest to 49%. GEMA is our third principal loan distributor, which operates under the Crédito Maestro brand. We also have an option to acquire the remaining 51% ownership interest in GEMA in 2017 and 2018.

As in the case of the acquisition of any future businesses, these acquisitions entail risks that could have a material adverse effect on our business, financial condition, results of operations and prospects, including the potential failure to achieve expected results, economies of scale, synergies or other benefits sought from the acquisition, the incurrence of greater than expected costs and management time and exposure to any liabilities, including contingent liabilities, of Publiseg, GEMA or any other businesses we acquire. If we are unable to successfully manage our investment and potential future investment in Publiseg and/or GEMA, we may not realize anticipated cost savings and revenue growth, among other consequences, which may result in reduced profitability or losses. Should any of the risks outlined above materialize, they could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our business and the business of our distributors, including Directodo, Publiseg and GEMA, may be adversely affected by the actions of public relations firms.

Some of our distributors, including Directodo, Publiseg and GEMA, who operate under the brand names Kondinero, Credifiel and Crédito Maestro, respectively, have entered into service agreements with various independent public relations firms, which provide contacts and carry out lobbying efforts in order to secure contracts with government entities and labor unions, such as various branches of SNTE. In some cases, the cooperation agreements provide for the payment of consideration to the labor unions (or government entities), for the benefit of their members. Any inappropriate action taken by these public relations firms or negative public perception of these firms, which neither we nor our distributors, including Directodo, Publiseg or GEMA, control, could affect Directodo's, Publiseg's and GEMA's image and the loyalty of borrowers towards the Kondinero, Credifiel and Crédito Maestro brands and thus our distributors', including Directodo's, Publiseg's and GEMA's ability to originate new payroll loans, and could subject us and our distributors to higher regulatory scrutiny and greater exposure to litigation or enforcement proceedings under relevant anti-corruption laws, which may have a material adverse effect on our business, financial condition and results of operations.

Group loans pose unique risks not generally associated with other forms of lending.

Our group loan customers are typically low-income individuals who have limited access to traditional sources of credit and need working capital for their microbusinesses. Loans to such borrowers may pose risks not generally associated with other forms of lending in Mexico. Our group loan customers typically have limited credit histories or none at all, posing a higher degree of risk than borrowers with established credit histories. Our group loans rely on non-traditional guarantee mechanisms, such as personal guarantees by each member of the borrowing group, which pose a higher degree of risk than loans secured by physical collateral. See "Business—Our Loan Products—Group Loans." As a result, in the future we may experience higher levels of non-performing loans and may be required to record higher provisions for loan losses, which may materially and adversely affect our results of operations and financial position. There can be no assurance that the levels of non-performing loans and subsequent charge-offs will not be materially higher in the future, which could have an adverse effect on our business, financial condition and results of operations. Furthermore, increased public scrutiny of the market, such as the recent political debate regarding lending practices in India and Bangladesh, may have an adverse effect on our business, financial condition and results of operations.

The expansion of our group loan business may not be successful.

As part of our growth strategy, in 2014 we entered into partnerships to grant group loans under the "Contigo" and "Somos Uno" brand names, and we intend to continue expanding our group loan business, including in areas where we currently do not have a significant presence. See "Business—Overview—History and Development." We may not be able to fully implement our expansion plans because of a number of factors, including adverse changes in general economic conditions, adverse changes in the availability of desirable locations to offer loans or our inability to hire competent personnel in our proposed new locations. Difficulties in implementing our planned expansion may result in an adverse effect on our business, financial condition and results of operations.

Our business relies heavily on data collection, processing and storage information systems, the failure of which could materially and adversely affect the effectiveness of our risk management and internal control system as well as our financial condition and results of operations.

Our business is highly dependent on our ability to timely collect and process a large amount of information related to the existing customer base, including transaction processes that may increase in complexity with increasing volume in our business. The proper functioning of financial control, accounting or other data collection and processing systems is critical to our business and to our ability to compete effectively. A partial or complete failure of any of these primary systems or the inappropriate handling of the data stored therein could materially and adversely affect our decision-making process, our risk management and internal control systems, as well as our ability to respond in a timely basis to changing market conditions. In addition, we may experience difficulties in upgrading, developing and expanding our information technology systems quickly enough to accommodate our growing customer base. We have not recently conducted an updated independent analysis on the effectiveness of our systems in order to confirm that there is no risk that the data stored therein could be manipulated inappropriately. If we cannot maintain an effective data collection and management system, or if we cannot upgrade

that system to meet the changing circumstances of our business, then our business, financial condition and results of operations could be adversely affected.

We are new entrants to the small business loan and the used car loan businesses and may not be able to fully understand such businesses and the related risks.

We have recently started lending to small businesses and to purchasers of used cars, as a continuation and expansion of our current business. In the SME loans business, we entered into an alliance with Fondo H in 2013, thereby strengthening our presence in the SME loans market. In the used car business, we have acquired majority equity interests in (i) Drive & Cash, a company which is engaged in offering secured financing for private automobiles and commercial vehicles, (ii) Don Carro, a used car distributor with four branches in the state of Texas that offers loans for used cars in the United States and (iii) AFS, a credit lender for used cars with a service platform enabling it to operate in 40 states throughout the United States through over 300 distributors. See “Business—Overview—History and Development.” However, we may not be able to fully understand such businesses and the related risks, which may result in unexpected increases to our loan loss reserves and may affect our business, financial condition and results of operations.

We have recently entered into the United States and Central American markets and may not be able to fully understand the markets in such countries and the related risks.

We have recently started lending operations in the United States and in Central America, as a continuation and expansion of our current business. See “Business—Overview—History and Development.” Our entrance into new markets other than Mexico, where we have gained experience since our origin, may represent an additional risk. Our business model relies heavily on the experience of the distributors we partner with, however it may take time to fully understand the risks and dynamics associated with new markets. For example, these risks may include changes in the regulatory environment in the form of interest rate ceilings, changes that might affect the level of provisioning, unanticipated changes in the political landscape and unforeseen seasonal effects in such markets that might lead to a deterioration of the portfolio. See “—Our business, financial condition and results of operations have been, and may continue to be, adversely affected by the United States and international financial market, economic and political conditions.” We may not be able to fully understand the markets in such countries and related risks, and some of these adverse conditions may result in unexpected increases to our loan loss reserves and may affect our business, financial condition and results of operations.

Our inability to maintain, improve or upgrade our information technology infrastructure and credit risk management systems in a timely manner could adversely affect our competitiveness, financial position and results of operations.

Our ability to operate and remain competitive depends on, among other factors, our ability to maintain and upgrade our information technology infrastructure in a timely and cost-effective manner. We must continually make investments and improvements to our information technology infrastructure in order to remain competitive. The information available to our management through our existing information systems may not be timely or sufficient to manage risks or to plan for, and respond to, future changes in market conditions and other developments in our operations. We may experience difficulties in upgrading, developing and expanding such systems quickly enough to accommodate our growing customer base and range of products and services. Any failure to maintain, improve or upgrade our information technology infrastructure and management information systems in a timely manner, or the inappropriate manipulation of the data in our systems, could materially and adversely affect our competitiveness, financial position and results of operations. We have not conducted a recent and independent analysis of our systems confirming that there is no risk that the data stored in these systems cannot be manipulated inappropriately.

Future acquisitions or significant investments may not be successfully implemented or could disrupt our operations.

While we have in the past considered acquisitions of, or partnerships with, payroll loan distributors, and will continue to evaluate such opportunities as they arise, there can be no assurance that our evaluations will result in any such transaction in the near term. In addition, as we plan to continue growing our businesses, we may consider other strategic acquisitions or investments (including investments in regulated businesses) from time to time in Mexico and abroad. We face a variety of uncertainties and challenges relating to acquisitions and investments, including

achieving expected synergies, retaining key employees, integrating operational and financial systems, maintaining levels of revenue and profitability, securing governmental approvals and minimizing exposure to potential liabilities. These risks, and the possibility that integration of any acquired business could require a significant amount of the time and resources of our management and employees, could disrupt our ongoing business and could have a material adverse effect on our business, financial condition and results of operations. See also “—We may fail to realize the anticipated benefits from our acquisition of a minority interest in Publiseg and GEMA.”

Antitrust laws may limit our ability to expand and operate through acquisitions or joint ventures.

Mexico’s and other countries’ antitrust laws and regulations may affect some of our activities, including our ability to introduce new products and services, to enter into new or complementary businesses, markets or joint ventures and to complete acquisitions. Approval of the Mexican Antitrust Commission (*Comisión Federal de Competencia Económica*) may be required for us to acquire and sell significant businesses or to enter into significant joint ventures that have an impact in the Mexican market, the market where we predominantly operate. The Mexican Antitrust Commission may not approve, or may impose conditions on, future acquisitions or joint ventures that we may pursue. As our operations and market share increase, future acquisitions or expansions may face increased regulatory scrutiny, investigations, orders and other obstacles under antitrust laws and regulations.

Our use of cross currency swaps and currency options to hedge our foreign currency and interest rates exposure may negatively affect our operations especially in volatile and uncertain markets.

We are using, and may continue to use, cross currency swaps to manage the risk profile associated with currency and interest rate exposure of our 2019 Senior Notes or other debt offerings or bank credit lines, including the notes offered hereby. The use of such financial instruments may result in mark-to-market losses. These mark-to-market losses are caused by decreases in the fair value of cross currency swaps attributable to the appreciation of the peso against the U.S. dollar or fluctuations in interest rates in Mexico.

Our cross currency swaps and currency options are subject to margin calls if the thresholds set by the counterparties are exceeded. The cash required to cover margin calls may be substantial and may reduce the funds available to us for our operations or other capital needs. Our existing credit facilities also contain cross default provisions which would be triggered if margin calls are not met. As a result, we may incur net losses from or may not be able to meet margin calls related to our cross currency swaps, which may have a material adverse effect on our business, liquidity, financial condition and results of operation.

We are subject to financing terms which impose on us operational and financial restrictions that may limit our future business opportunities.

The terms and conditions of the notes offered hereby, the 2019 Senior Notes and other existing indebtedness impose significant operational and financial restrictions on us. These restrictions limit our capacity to, among other things, (i) incur additional debt, (ii) pay dividends or depreciate or buy back capital stock, (iii) make investments, (iv) create liens, (v) carry out operations with affiliates, (vi) sell assets and (vii) consolidate or merge.

These restrictions could limit our capacity to take advantage of attractive growth opportunities we currently cannot foresee.

We may not be successful in our plans for growth, development and diversification.

It is possible that we may not be successful in our plans for growth and diversification of our business, or that we may need to incur additional costs in order to carry out these plans, which might have an adverse effect on our business, results of operations, financial situation and future projections.

We may be subject to penalties due to our advertising.

Since we are active in financial advertising, we might be subject to penalties based on unfair competition if such advertising includes wrong or incomplete information, or if such information is likely to lead to a mistake regarding the Company’s credit products being in accordance with applicable law. Furthermore, we might be subject to penalties if we send advertising that offers our products or services to those customers who have expressly requested

not to receive such advertising. This might cause an adverse effect in the activities, financial situation or operational results of the Company.

We depend on key personnel, our ability to retain and hire additional key personnel and the maintenance of good labor relations.

We depend on the services of our principal officers and key employees. The loss of any of our experienced principal officers, key employees or senior managers could negatively affect our ability to execute our business strategy. In line with our planned expansion, our future success also depends on our continuing ability to identify, hire, train and retain other qualified sales, marketing, collections and managerial personnel. Competition for such qualified personnel is intense and we may be unable to attract, integrate or retain qualified personnel at levels of experience or compensation that are necessary to maintain our quality and reputation or to sustain or expand our operations. Our business, results of operations, prospects and financial condition could be adversely affected if we cannot attract and retain such necessary personnel.

Risks Relating to Our Controlling Shareholders

We are effectively controlled by a few shareholders, whose interests could conflict with the interests of other shareholders.

Members of our founding families control approximately 35% of our outstanding capital stock. Accordingly, such members of our founding families are able to control the majority of the decisions requiring the approval of a majority of shareholders. Our controlling shareholders control the election of the majority of our board of directors, the appointment of our senior management and our engaging in new business activities, pursuing strategic initiatives or entering into mergers, acquisitions and other extraordinary transactions. Our controlling shareholders may exercise their control in a manner that differs from your interests as a noteholder.

We often engage in a variety of transactions with companies owned by our controlling shareholders which may cause conflicts of interest.

We have engaged and will continue to engage in a variety of transactions, such as entering into service agreements and factoring agreements with distributors, our controlling shareholders and a number of entities directly or indirectly owned or controlled by our controlling shareholders. See “Certain Relationships and Related Party Transactions.” While we intend to continue to transact business with related parties on an arm’s-length basis, such transactions could be affected by conflicts of interest between such related parties and us. We have agreed to terms governing certain of our indebtedness that limit our ability to engage in transactions with our affiliates.

Risks Relating to Mexico

Mexican governmental policies or regulations, including the imposition of an interest rate ceiling, may adversely affect our business, financial condition and results of operations.

We are incorporated in Mexico, and most of our assets and operations are located in Mexico. As a result, we are subject to political, economic, legal and regulatory risks specific to Mexico for those operations conducted in Mexico. The Mexican federal government has exercised, and continues to exercise, significant influence over the Mexican economy. Accordingly, Mexican federal governmental actions and policies concerning the economy, state-owned enterprises and state-controlled, -funded or -influenced financial institutions could have a significant impact on private-sector entities in general and on us in particular, and on market conditions, including prices and returns on Mexican securities, including ours. In addition, the Mexican government may implement significant changes in laws, public policies and or regulations that could affect political and economic conditions in Mexico, which could adversely affect our business.

Applicable Mexican statutory law does not currently impose any limit on the interest rate we may charge a customer. However, Mexican statutory law could change, and our loans could become subject to interest rate caps. Furthermore, there is currently no regulatory limitation on the portion of an employee’s paycheck that can be deducted through payroll lending. However, regulations could change and paycheck deduction limits could be

imposed. If Mexican law were to change in these ways, or if other changes in Mexican law were to occur, our business, financial condition and results of operations could be materially and adversely affected.

The Mexican Supreme Court of Justice has ruled that Mexican judges have the right to reduce interest rates which they consider unfair.

On June 27, 2014 the Mexican Supreme Court of Justice published a judicial precedent (jurisprudence or “*jurisprudencia*”) in the judicial gazette which allows Mexican judges to reduce the interest rate on a loan if they determine it to be excessive or abusive. The Mexican Supreme Court of Justice’s decision provides guidelines, including basic factors that a judge must analyze on a case by case basis, for making a determination regarding an interest rate (e.g. the interest rates charged by banks in similar operations, among others). However, the ruling does not provide clear limitations on a judge’s authority to reduce the interest rates. On January 22, 2016, the Mexican Supreme Court of Justice published another judicial precedent in the judicial gazette which clarified that the authority granted to Mexican judges to reduce the interest rates includes (i) instances where a party involved in the corresponding proceeding does not expressly request such reduction and (ii) trials in absentia. If a judge were to determine that our interest rates were excessive or abusive, it could have a material adverse effect on our business, financial condition, results of operations and prospects.

Political, economic and social conditions in Mexico could materially and adversely affect Mexican economic policy and, in turn, our operations.

Following Enrique Peña Nieto’s election as President of Mexico in 2012, the *Congreso General de los Estados Unidos Mexicanos* (“Mexican Congress”) became politically divided, as his political party, the *Partido Revolucionario Institucional*, does not have majority in the Mexican Congress. The lack of alignment between the Mexican Congress and the President could result in deadlock and prevent the timely implementation of political and economic reforms, which in turn could have a material adverse effect on Mexican economic policy.

We cannot predict the impact that political, economic and social conditions will have on the Mexican economy. Furthermore, we cannot provide any assurances that political, economic or social developments in Mexico, over which we have no control, will not have an adverse effect on our business, financial condition, results of operations and prospects. Mexico has recently experienced periods of violence and crime due to the activities of organized crime. In response, the Mexican government has implemented various security measures and has strengthened its police and military forces. Despite these efforts, organized crime (especially drug-related crime) continues to exist in Mexico. These activities, their possible escalation and the violence associated with them may have a negative impact on the Mexican economy or on our operations in the future. The social and political situation in Mexico could adversely affect the Mexican economy, which in turn could have a material adverse effect on our business, financial condition, results of operations and prospects.

High inflation rates may adversely affect our financial condition and results of operations.

Mexico has a history of high levels of inflation and may experience high inflation in the future. Historically, inflation in Mexico has led to higher interest rates, depreciation of the peso and the imposition of substantial government controls over exchange rates and prices. The annual rate of inflation for the last three years, as measured by changes in the National Consumer Price Index (*Índice Nacional de Precios al Consumidor*), as provided by INEGI and as published by Banco de México, was 3.97% in 2013, 4.08% in 2014 and 2.13% in 2015. Although inflation is less of an issue today than in past years, we cannot assure you that Mexico will not experience high inflation in the future, including in the event of a substantial increase in inflation in the United States.

In addition, increased inflation generally raises our cost of funding, which we may not be able to pass on to our customers through higher interest rates without adversely affecting the volume of our loans. Our financial condition and profitability may be adversely affected by the level of, and fluctuations in, interest rates, which affect our ability to earn a spread between the interest received on our loans and the cost of our funding. All of our loans have fixed interest rates, which may not reflect the real return we are receiving in an inflationary environment and may not, as a result, fully compensate us for the risk we are bearing on our loan portfolio. If the rate of inflation increases or becomes uncertain and unpredictable, our business, financial condition and results of operations could be adversely affected.

Fluctuations of the peso relative to the U.S. dollar could result in an increase in our cost of financing and limit our ability to make timely payments on foreign currency-denominated debt.

Because most of our revenues are, and are expected to continue to be, denominated in pesos, if the value of the peso decreases against the U.S. dollar, as has been the case in the recent past, our cost of financing may increase for U.S. dollar-denominated debt that we may incur or have outstanding, to the extent such obligations are not otherwise hedged with financial instruments. Severe depreciation of the peso may also result in disruption of the international foreign exchange markets. This may limit our ability to transfer or convert pesos into U.S. dollars and other currencies for the purpose of making timely payments of interest and principal on our non-peso securities and any U.S. dollar-denominated debt that we may incur, to the extent such obligations are not otherwise hedged with financial instruments.

Currently, the peso-dollar exchange rate is determined on the basis of the free market float in accordance with the policy set by Banco de México. There is no guarantee that Banco de México will maintain the current exchange rate regime or that Banco de México will not adopt a different monetary policy that may affect the exchange rate itself, including imposing generalized exchange controls. Any change in the monetary policy, the exchange rate regime or in the exchange rate itself, as a result of market conditions over which we have no control, could have a considerable impact, either positive or negative, on our business, financial condition and results of operations.

The peso has been subject to significant devaluations against the U.S. dollar and may be subject to significant fluctuations in the future. In 2008, as a result of the negative economic conditions in the United States and in other parts of the world, local and international markets experienced high volatility, which contributed to the devaluation of the peso. In 2015 and 2016, the Mexican peso experienced one of its most significant depreciations as a result of the global negative market conditions. The Mexican government has implemented a series of measures to limit the devaluation of the peso and stabilize the local economy. However, we cannot assure you that such measures will be effective or ongoing or predict how they will impact the Mexican economy.

Developments in other countries could adversely affect the Mexican economy and our business, financial condition and results of operations.

The Mexican economy may be, to varying degrees, affected by economic and market conditions in other countries. Although economic conditions in other countries may differ significantly from economic conditions in Mexico, investors' reactions to adverse developments in other countries may have an adverse effect on the market value of securities of Mexican issuers. In recent years, for example, the prices of both Mexican debt and equity securities decreased substantially as a result of the prolonged decrease in the United States securities markets. Most recently, credit issues in the United States related principally to the sale of sub-prime mortgages have resulted in significant fluctuations in the financial markets. The variation of interest rates in the United States significantly affects the operations of the stock markets worldwide as investors modify their investment decisions based on the changes in risk levels in the United States.

In addition, in recent years economic conditions in Mexico have become increasingly correlated with economic conditions in the United States as a result of the North American Free Trade Agreement, or NAFTA, and increased economic activity between the two countries. Therefore, adverse economic conditions in the United States, the termination or re-negotiation of NAFTA or other related events could have a significant adverse effect on the Mexican economy. We cannot assure you that events in other emerging market countries, in the United States or elsewhere will not adversely affect our business, financial condition or results of operations.

We are subject to accounting standards that differ from those applicable to public companies in the United States.

Our financial statements were prepared in accordance with *Sofom* GAAP. *Sofom* GAAP differs in certain significant respects from U.S. GAAP. See "Annex A—Summary of Certain Significant Differences Between *Sofom* GAAP and U.S. GAAP" for a description of certain differences between *Sofom* GAAP and U.S. GAAP as they relate to us. We are not providing any reconciliation to U.S. GAAP of the financial statements or other financial information in this offering memorandum. We cannot be certain that a reconciliation would not identify material quantitative or qualitative differences in our financial statements or other financial information as prepared on the basis of *Sofom* GAAP if such information had been prepared on the basis of U.S. GAAP.

Developments in Mexican class action laws could adversely affect our operations.

In recent years, the Mexican government approved a series of constitutional and secondary legislation amendments that expressly permit class action lawsuits. Furthermore, as a result of the Financial Reforms, CONDUSEF is empowered to initiate class actions related to financial services institutions. These relatively new laws may cause borrowers and other market participants to initiate class action lawsuits against financial entities, such as us, thereby increasing our exposure to liability. Due to our lack of experience and the lack of judicial history in interpreting and applying these laws, we cannot predict the possible outcome of any actions initiated under such laws, including the extent of any liability we may face.

Risks Relating to the Notes

Payments on the notes will be effectively junior to any of our secured indebtedness and structurally junior to debt obligations of our subsidiaries.

The notes, and the obligations of any future note guarantors, will constitute our, and any such future note guarantors', senior unsecured obligations and will rank equal in right of payment with all of our other existing and future senior unsecured indebtedness, other than obligations preferred by statute (such as tax and labor claims). Although the holders of the notes will have a direct, but unsecured claim on our assets and property, payment on the notes will be subordinated in right of payment to any of our existing or future secured debt, to the extent of the assets securing such debt. Although the Indenture governing the notes will contain restrictions on the incurrence of additional liens, these restrictions are subject to important qualifications and exceptions, and the liens that we may incur in compliance with these restrictions or liens that arise from governmental or creditor action, could be substantial. Payment by us in respect of the notes will also be structurally subordinated to the payment of secured and unsecured debt and other creditors of our subsidiaries.

If we become insolvent or are liquidated, or we become subject to bankruptcy proceedings, or if payment under any secured debt is accelerated, the relevant lenders would be entitled to exercise the remedies available to a secured lender. Accordingly, any proceeds upon a realization of the collateral would be applied first to amounts due under the secured debt obligations before any proceeds would be available to make payments on the notes. After such application of the proceeds from collateral, it is possible that there would be no assets remaining from which claims of the holders of the notes could be satisfied.

The notes are not guaranteed by our existing subsidiaries and may not be guaranteed by certain of our future subsidiaries. However, our financial information (including the financial statements included herein) is presented on a consolidated basis. Any right that we or any future note guarantors will have to receive assets of any of the non-guarantor subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of holders of notes to realize proceeds from the sale of any of those subsidiaries' assets, will be effectively subordinated to the claims of those subsidiaries' creditors, including trade creditors and holders of debt of those subsidiaries.

In addition, under Mexican law, our obligations under the notes are subordinated to certain statutory preferences, including claims for salaries, wages, secured obligations (to the extent of the security provided), social security, employee housing fund contributions, taxes and court fees and expenses. In the event of our liquidation or bankruptcy, such statutory preferences would have preference over any other claims, including claims by any holder of the notes.

Further, if any assets remain after payment of these lenders, the remaining assets would be available to creditors preferred by statute, such as holders of tax and labor claims, and might be insufficient to satisfy the claims of the holders of the notes and holders of other unsecured debt including trade creditors that rank equal to holders of the notes.

We and any future note guarantors may incur substantially more debt, which could further exacerbate the risks associated with our indebtedness.

As of March 31, 2016, we had a total indebtedness (excluding accrued interest) of Ps.20,557.0 million (US\$1,192.6 million), of which Ps.3,057.4 million (US\$177.4 million) was secured by collateral. After giving pro

forma effect to the offer and sale of the notes and the application of the net proceeds from this offering as described under “Use of Proceeds,” we would have had total indebtedness (excluding accrued interest) of Ps.22,596.4 million (US\$1,310.9 million). We and any future note guarantors may be able to incur substantial additional debt in the future. Although the agreements governing our outstanding indebtedness contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the indebtedness incurred in compliance with these restrictions could be substantial. Also, these restrictions do not prevent us from incurring obligations that do not constitute “indebtedness” as defined in the relevant documents. Adding new debt to our current indebtedness levels would increase our leverage. The related risks that we now face could intensify.

The instruments governing our indebtedness, including the notes offered hereby, contain cross-default provisions that may cause all of the debt issued under such instruments to become immediately due and payable as a result of a default under an unrelated debt instrument.

The indenture governing the notes contains numerous restrictive covenants. Instruments governing our other indebtedness also contain certain affirmative and negative covenants and require us and our subsidiaries to meet certain financial ratios and tests. Our failure to comply with the obligations contained in the indenture or other instruments governing our indebtedness could result in an event of default under the applicable instrument, which could then result in the related debt and the debt issued under other instruments becoming immediately due and payable. In such event, we would need to raise funds from alternative sources, which may not be available to us on favorable terms, on a timely basis or at all. Alternatively, such default could require us to sell our assets and otherwise curtail operations in order to pay our creditors.

The notes are subject to transfer restrictions.

The notes have not been registered under the Securities Act or any state securities laws, and we are not required to and currently do not plan on making any such registration in the immediate future. As a result, the notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Prospective investors should be aware that investors may be required to bear the financial risks of this investment for an indefinite period of time. See “Transfer Restrictions” for a full explanation of such restrictions.

An active trading market for the notes may not develop.

Currently there is no market for the notes. Application is expected to be made to have the notes listed on the Official List of the Luxembourg Stock Exchange and traded on the EuroMTF Market. Even if the notes become listed on this exchange, we may delist the notes. A trading market for the notes may not develop, or if a market for the notes were to develop, the notes may trade at a discount from their initial offering price, depending upon many factors, including prevailing interest rates, the market for similar securities, general economic conditions and our financial condition. The initial purchasers are not under any obligation to make a market with respect to the notes, and we cannot assure you that trading markets will develop or be maintained. Accordingly, we cannot assure you as to the development or liquidity of any trading market for the notes. If an active market for the notes does not develop or is interrupted, the market price and liquidity of the notes may be adversely affected.

Payments claimed in Mexico on the notes, pursuant to a judgment or otherwise, would be in pesos.

In the event that judicial proceedings are brought against us in Mexico, either to enforce a judgment or as a result of an original action brought in Mexico, or if payment is otherwise claimed from us in Mexico, we would not be required to discharge those obligations in a currency other than Mexican currency. Under article 8 of the Monetary Law of the United Mexican States (*Ley Monetaria de los Estados Unidos Mexicanos*) an obligation, whether resulting from a judgment or by agreement, denominated in a currency other than Mexican currency, which is payable in Mexico, may be satisfied in Mexican currency at the rate of exchange in effect on the date on which payments are made. Such rate is currently determined by Banco de México and published every banking day in the Official Federal Gazette. As a result, you may suffer a U.S. dollar shortfall if you obtain a judgment or a payment in Mexico. You should be aware that no separate action exists or is enforceable in Mexico for compensation for any shortfall.

Our and any future note guarantors' obligations under the notes would be converted in the event of bankruptcy.

Under Mexico's Law on Mercantile Reorganization (*Ley de Concursos Mercantiles*, or "Mexican Bankruptcy Law"), if we are declared bankrupt or become subject to a reorganization proceeding called *concurso mercantil*, our obligations under the notes (i) would be converted into pesos at the prevailing exchange rate at that time and location, not reflecting any devaluation of the peso to the U.S. dollar after such conversion, and thereafter the pesos would be converted into inflation-adjusted units (*unidades de inversión*, known as UDIs); (ii) would be satisfied at the time claims of all our creditors are satisfied; (iii) would be subject to the outcome of, and priorities recognized in, the relevant proceedings, which differ from those in other jurisdictions such as the United States; (iv) would cease to accrue interest from the date the *concurso mercantil* is declared; (v) would not be adjusted to take into account any depreciation of the peso against the U.S. dollar occurring after such declaration and (vi) would be subject to certain statutory preferences, including tax, social security and labor claims, and claims of secured creditors (up to the value of the collateral provided to such creditors). There is also limited relevant related legal precedent or judicial history. For such reasons, the ability of the holders of the notes to effectively collect payments due under the notes may be compromised or subject to delay.

In addition, under Mexican law, it is possible that in the event we are declared insolvent, bankrupt or become subject to *concurso mercantil*, any amount by which the stated principal amount of the notes exceeds their accumulated value (which includes accumulated and unpaid interest) may be regarded as not matured and, therefore, claims of holders of the notes may be allowed only to the extent of the accumulated value of the notes. At present, there are very few Mexican legal precedents regarding bankruptcy or *concurso mercantil* in Mexico on this point and, accordingly, uncertainty exists as to how a Mexican court would measure the claims of holders of the notes.

We may not be able to make payments in U.S. dollars.

In the past, the Mexican economy has experienced balance of payments deficits and shortages in foreign exchange reserves. While the Mexican government does not currently restrict the ability of Mexican or foreign persons or entities to convert pesos to foreign currencies, including U.S. dollars, it has done so in the past and could do so again in the future. We cannot assure you that the Mexican government will not implement a restrictive exchange control policy in the future. Any such restrictive exchange control policy could prevent or restrict our access to U.S. dollars to meet our U.S. dollar obligations and could also have a material adverse effect on our business, financial condition and results of operations. We cannot predict the impact of any such measures on the Mexican economy.

We may be unable to purchase the notes upon a change of control event, which would result in defaults under the Indenture governing the notes.

The terms of the notes require us to make an offer to repurchase the notes upon the occurrence of a specified change of control event at a purchase price equal to 101% of the principal amount of the notes, plus accrued interest to the date of the purchase. Any financial arrangements we may enter may require repayment of amounts outstanding upon the occurrence of a change of control event and limit our ability to fund the repurchase of your notes in certain circumstances. It is possible that we will not have sufficient funds at the time of any change of control to make the required repurchase of notes or that restrictions on our other financing arrangement will not allow the repurchase of notes or that restrictions in our other financing arrangements will not allow the repurchases. If we fail to repurchase the notes in such circumstances, we would default under the Indenture which may, in turn, trigger cross-default provisions in our other debt instruments. See "Description of the Notes—Change of Control Triggering Event."

It may be difficult to enforce claims against us or our directors, executive officers and controlling persons.

Most of our directors, executive officers and controlling persons are non-residents of the United States and substantially all of the assets of such non-resident persons and substantially all of our assets are located in Mexico or elsewhere outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons or us or to enforce against them or us in courts of any jurisdiction outside Mexico, judgments predicated upon the laws of any such jurisdiction, including any judgment predicated substantially upon the civil liability provisions of United States federal and state securities laws. We have been advised that there is doubt as to the enforceability in Mexican courts, in original actions or in actions for enforcement of judgments obtained in courts of jurisdictions outside of Mexico, of civil liabilities arising under the

laws of any jurisdiction outside of Mexico, including any judgment predicated solely upon United States federal or state securities laws.

No treaty is currently in effect between the United States and Mexico that covers the reciprocal enforcement of foreign judgments. In the past, Mexican courts have enforced judgments rendered in the United States by virtue of principles of reciprocity and comity as well as the provisions of Mexican law relating to the enforcement of foreign judgments in Mexico, consisting of the review by Mexican courts of the United States judgment in order to ascertain whether Mexican legal principles of due process and public policy (*orden público*), among other requirements, have been duly complied with, without reviewing the merits of the subject matter of the case, provided that U.S. courts would grant reciprocal treatment to Mexican judgments.

Creditors of the issuer holding negotiable instruments or other instruments governed by Mexican law that grant rights to executory proceedings (*título ejecutivo*) are entitled to attach assets of the issuer at inception of judicial proceedings, which attachment is likely to result in priorities benefitting those creditors when compared to the rights of holders of the notes.

We cannot assure you that the credit ratings for the notes will not be lowered, suspended or withdrawn by the rating agencies.

The credit ratings of the notes may change after issuance. Such ratings are limited in scope, and do not address all material risks relating to an investment in the notes, but rather reflect only the views of the rating agencies at the time the ratings are issued. An explanation of the significance of such ratings may be obtained from the rating agencies. We cannot assure you that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies if, in the judgment of such rating agencies, circumstances so warrant. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market price and marketability of the notes.

The Indenture governing the notes will contain periodic reporting requirements that will be different and less burdensome than would be applicable to us if we had agreed to register the notes following the closing of the offering.

We do not presently file periodic reports and other information with the SEC, and the Indenture governing the notes will not require us to file such reports or other information. The Indenture will require us to provide annual and quarterly reports, including English language translations, to the holders of notes and the trustee. The requirements of the Indenture, however, will be more limited in certain respects than those applicable to public companies under the Exchange Act. See “Description of the Notes—Certain Covenants—Reports to Holders.”

It is possible that any future note guarantees by our subsidiaries may not be enforceable.

Any future note guarantees would provide a basis for a direct claim against the subsidiary guarantors. However, it is possible that such guarantees may not be enforceable. The laws of Mexico may in some cases prevent the guarantees of Mexican subsidiary guarantors from being valid, binding and enforceable against such subsidiary guarantors in accordance with their terms. In the event that such a Mexican subsidiary guarantor were declared bankrupt, the guarantee may be deemed to have been a fraudulent transfer and declared void if such subsidiary guarantor failed to receive fair consideration or reasonably equivalent value in exchange for such guarantee. The obligations of any subsidiary guarantor may, additionally, be subject to review under United States state or federal fraudulent transfer laws or that of any other applicable jurisdiction. In addition, under Mexican Bankruptcy Law, if any of the subsidiary guarantors are judicially declared bankrupt, each of such subsidiary guarantors’ obligations under its guarantee will be subordinated to secured creditors and certain statutorily preferred creditors, such as those holding labor, tax and social security related claims, which will have preference over any other claims, including claims by any investor in respect of the notes or such guarantees.

USE OF PROCEEDS

We estimate that the net proceeds from the issuance of the notes will be approximately US\$615.1 million (after deducting the initial purchasers' discounts and commissions and the payment of estimated offering expenses). We intend to use the net proceeds from this offering (i) to pay the consideration for the Tender Offer and Consent Solicitation and accrued and unpaid interest on the 2019 Senior Notes, (ii) to pay fees and expenses incurred in connection with the Tender Offer and Consent Solicitation, (iii) to repay certain indebtedness and (iv) the remainder, if any, for general corporate purposes.

EXCHANGE RATES

Mexico has had a free market for foreign exchange since the end of 1994 and Mexico's Central Bank (*Banco de México*) allows the peso to float freely against the U.S. dollar and other foreign currencies. As a result, policy has evolved toward an inflation targeting regime and *Banco de México* intervenes directly in the foreign exchange market only to reduce excessive short-term volatility. *Banco de México*, as an autonomous authority, recognizes price stability as its fundamental goal and implements monetary policy using a target for the overnight interest rate charged in the interbank market. An interest rate regime became effective on January 21, 2008, and substituted the regime based on daily balances known as the "corto." As part of the interest rate target regime, open market operations (liquidity auctions) aim to provide the incentives for commercial banks to keep their accounts at *Banco de México* with a balance of zero at the daily market closing, in an environment where the overnight rate equals the target rate. *Banco de México* provides or withdraws liquidity as needed to meet its target rate through these operations. Positive balances in the accounts kept by the commercial banks at *Banco de México* are not paid interest, while overdrafts or negative balances are charged twice the overnight interest rate target. An increase in interest rates can make domestic financial assets more attractive to investors than foreign financial assets, which could trigger an appreciation of the nominal exchange rate and vice versa.

On October 8, 2008, as a result of the foreign exchange volatility caused by the global financial crisis, the Foreign Exchange Commission (*Comisión de Cambios*) of the Federal Government, comprised of SHCP and *Banco de México* officials and which is responsible for determining Mexico's exchange rate policy, established daily dollar auctions in order to help stabilize foreign exchange markets. The dollar amounts auctioned have been modified in order to adapt to market conditions. *Banco de México* also announced in early 2010 that it would follow a policy of foreign reserve accumulation and, to facilitate such objective, it put in place a monthly auction of options to sell U.S. dollars to *Banco de México* pursuant to certain rules.

There can be no assurance that the Mexican government will maintain its current policies with respect to the peso or that the peso will not depreciate significantly in the future. The Mexican economy has suffered balance of payment deficits and shortages in foreign exchange reserves in the past. While the Mexican government, for more than 15 years, has not restricted the ability of Mexican and foreign individuals or entities to convert pesos to U.S. dollars, we cannot assure you that the Mexican government will not institute restrictive exchange control policies in the future. To the extent that any such restrictive exchange control policies were to be instituted in the future in the event of shortages of foreign currency, our ability to transfer or convert pesos into U.S. dollars and other currencies to service our foreign currency obligations, and your ability to transfer or convert our dividends paid in pesos into U.S. dollars and other currencies, would be adversely affected and foreign currency may not be available without substantial additional cost.

The following table sets forth, for the periods indicated, the low, high, average and period-end exchange rates published by the Official Gazette, all expressed in nominal pesos per U.S. dollar.

Year Ended December 31,	Low	High	Average	Period End
2010	12.16	13.18	12.63	12.38
2011	11.50	14.24	12.42	13.98
2012	12.63	14.39	13.17	12.97
2013	11.98	13.44	12.77	13.08
2014	12.85	14.79	13.30	14.74
2015	14.56	17.38	15.88	17.25
Month Ended				
January 2016	17.35	18.61	18.07	18.19
February 2016	18.06	19.18	18.47	18.10
March 2016	17.24	17.94	17.65	17.24
April 2016	17.18	17.89	17.49	17.18
May 2016	17.23	18.55	18.15	18.41
June 2016	18.15	19.13	18.65	18.46

This offering memorandum contains translations of certain peso amounts into U.S. dollars at specified rates solely for the convenience of the reader. The convenience translations should not be construed as a representation that the peso amounts actually represent such U.S. dollar amounts or that they could be converted into U.S. dollars at the specified rate or at all. The exchange rate used for purposes of convenience translations is the exchange rate published by *Banco de México* in the Official Gazette. The exchange rate determined by *Banco de México* on March 31, 2016 and published in the Official Gazette, expressed in nominal pesos per U.S. dollar, was Ps.17.2370.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of March 31, 2016 (i) on an actual historical basis; and (ii) as adjusted to give effect to the issuance of the notes and the use of the proceeds therefrom as if it had occurred on March 31, 2016.

You should read this table together with the information under the sections entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and notes thereto included elsewhere in this offering memorandum. Solely for the convenience of the reader, peso amounts appearing in the table below have been translated to U.S. dollar amounts at the exchange rate for pesos as determined by *Banco de México* on March 31, 2016 and published by the Official Gazette, which was Ps.17.2370 per U.S. dollar.

	As of March 31, 2016			
	Actual		As Adjusted	
	<i>(in millions of pesos)</i>	<i>(in millions of dollars)</i>	<i>(in millions of pesos)</i>	<i>(in millions of dollars)</i>
			<i>(unaudited)</i>	
Cash and cash equivalents	918.7	53.3	368.0	21.4
Short-term debt:				
Notes payable to financial institutions	2,610.4	151.4	2,610.4	151.4
Bank loans and borrowings from other entities	4,676.5	271.3	3,457.8	200.6
Long-term debt:				
Notes payable to financial institutions	1,775.0	103.0	1,775.0	103.0
2019 Senior Notes ⁽¹⁾	6,582.8	381.9	-	-
Notes issued hereby	-	-	10,773.1	625.0
Bank loans and borrowings from other entities	5,916.9	343.3	4,028.2	233.7
Total debt	21,561.6	1,250.9	22,644.5	1,313.7
Stockholders’ equity:				
Paid-in capital	2,113.8	122.6	2,113.8	122.6
Earned capital	5,439.6	315.6	5,439.6	315.6
Total stockholders’ equity	7,553.4	438.2	7,553.4	438.2
Total capitalization	29,114.9	1,689.1	30,197.8	1,751.9

(1) Assuming 100% of the outstanding 2019 Senior Notes are validly tendered at or before the early tender deadline with all investors receiving the total consideration (including the early tender payment) and that payment for all such tendered 2019 Senior Notes is made on July 20, 2016.

SELECTED FINANCIAL INFORMATION

The financial information for the years ended December 31, 2013, 2014 and 2015 has been derived from our audited financial statements included elsewhere in this offering memorandum, together with the notes thereto. The financial information for the three-month periods ended March 31, 2015 and 2016 has been derived from our interim financial statements.

The following tables present summary financial information and other data as of December 31, 2013, 2014 and 2015 and the years then ended and as of and for the three-month periods ended March 31, 2015 and 2016, as reported in our financial statements included elsewhere in this offering memorandum. Certain amounts and percentages included in this offering memorandum have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different contexts may vary slightly and figures in certain other contexts may not be the exact arithmetic results of their components as shown herein.

Our financial statements were prepared in accordance with *Sofom* GAAP. *Sofom* GAAP differs in certain significant respects from U.S. GAAP. See “Annex A—Summary of Certain Significant Differences Between *Sofom* GAAP and U.S. GAAP” for a description of certain differences between *Sofom* GAAP and U.S. GAAP as they relate to us. No reconciliation of any of our financial statements to U.S. GAAP has been performed.

The financial statements reflect our investment in Publiseg, Grupo Empresarial Maestro, Bluestream Capital, Cege Capital, Credilikeme, and the consolidation of Servicios Corporativos Chapultepec, CR Fact, CR USA, Controladora CR, Directodo, Holding and Creal Dallas. See “Presentation of Certain Financial and Other Information.”

<u>Income Statement</u>	Year Ended December 31,			
	2013	2014	2015	2015 ⁽¹¹⁾
	<i>(in millions of pesos)</i>			<i>(in millions of dollars)</i>
Interest income.....	2,724.5	3,327.1	4,264.2	247.2
Interest expense.....	(723.1)	(882.3)	(952.3)	(55.2)
Financial margin.....	2,001.4	2,444.8	3,311.9	192.0
Allowance for loan losses.....	(404.5)	(264.5)	(345.6)	(20.0)
Financial margin adjusted for credit risks.....	1,596.9	2,180.3	2,966.3	172.0
Commissions and fees paid.....	(69.7)	(99.0)	(142.2)	(8.2)
Other income from the operation.....	10.1	23.7	36.2	2.1
Administrative and promotion expenses.....	(484.1)	(629.6)	1,138.1)	(66.0)
Operating income.....	1,053.3	1,475.4	1,722.3	99.9
Equity in income of associates.....	191.1	98.6	69.2	4.0
Income before income taxes.....	1,245.2	1,574.0	1,791.5	103.9
Income taxes.....	(241.6)	(334.8)	(421.6)	(24.4)
Net income.....	1,003.6	1,239.3	1,369.9	79.4
Non-controlling interest.....		(14.5)	1.5	0.1
Net income attributable to controlling interest	1,003.6	1,224.8	1,371.4	79.5

<u>Income Statement</u>	Three Months Ended March 31		
	2015	2016	2016⁽¹²⁾
	<i>(in millions of pesos)</i>		<i>(in millions of dollars)</i>
Interest income.....	943.0	1,339.3	77.7
Interest expense.....	(224.6)	(322.8)	(18.7)
Financial margin.....	718.4	1,016.5	59.0
Allowance for loan losses.....	(77.6)	(47.3)	(2.7)
Financial margin adjusted for credit risks.....	640.8	969.2	56.2
Commissions and fees charged.....	0.0	147.9	8.6
Commissions and fees paid.....	(23.0)	(58.5)	(3.4)
Other income from the operation.....	12.4	61.3	3.6
Administrative and promotion expenses.....	(237.2)	(563.8)	(32.7)
Operating income.....	393.1	556.1	32.3
Equity in income of associates.....	15.6	17.8	1.0
Income before income taxes.....	408.8	573.9	33.3
Income taxes.....	(84.9)	(132.7)	(7.7)
Net income.....	323.9	441.2	254.6
Non-controlling interest.....	2.8	(34.9)	(2.0)
Net income attributable to controlling interest	326.7	406.3	23.6

<u>Balance Sheet</u>	As of December 31,			
	2013	2014	2015	2015⁽¹¹⁾
	<i>(in millions of pesos)</i>			<i>(in millions of dollars)</i>
Assets:				
Cash and cash equivalents.....	126.9	53.8	120.8	7.0
Investments in securities.....	646.2	1,251.2	543.2	31.5
Securities and derivatives transactions.....	230.1	950.3	2,112.8	122.5
Performing loan portfolio.....				
Commercial Loans.....	10,265.0	13,544.3	15,706.6	910.6
Consumer Loans.....			1,486.9	86.2
Total performing loan portfolio.....	10,265.0	13,544.3	17,193.6	996.8
Non-performing loan portfolio.....				
Commercial loans.....	158.5	260.6	393.8	22.8
Consumer Loans.....			22.2	1.3
Total non-performing loan portfolio.....	158.5	260.6	416.1	24.1
Loan portfolio.....	10,423.5	13,804.9	17,609.6	1,020.9
Less: allowance for loan losses.....	(203.2)	(420.1)	(485.5)	(28.1)
Loan portfolio (net).....	10,220.3	13,384.8	17,124.1	992.8
Other accounts receivable (net).....	2,390.4	1,156.2	2,258.9	131.0
Foreclosed assets (net).....	-	-	-	-
Property, furniture and fixtures, net.....	22.9	85.5	149.1	8.6
Long-term investments in shares.....	786.0	859.0	835.6	48.4
Other assets.....	-	-	-	-
Debt issuance costs, intangibles and others.....	677.2	2,174.8	2,850.8	165.3
Total assets.....	15,100.0	19,915.5	25,995.5	1,507.1
Liabilities				
Notes payable (certificados bursátiles).....	3,041.8	2,571.9	3,610.4	209.3
Senior notes payable.....	2,829.6	6,561.0	7,334.6	425.2
Bank loans and borrowings from other entities.....				
Short-term.....	1,950.1	1,120.3	3,490.5	202.4
Long-term.....	2,130.8	3,140.8	3,008.4	174.4
	4,080.9	4,261.0	6,498.9	376.8
Securities and derivatives transactions.....	-	-	-	-
Accrued liabilities and other and other accounts payable.....	327.0	346.3	654.3	37.9
Income taxes payable.....	14.6	51.9	88.3	5.1
Deferred taxes (net).....	453.3	766.1	1,096.5	63.6
Total liabilities.....	10,747.1	14,558.3	19,283.0	1,117.9

Stockholders' equity:

Capital stock	630.7	660.2	660.2	38.3
Share subscription premium.....	1,385.5	1,474.8	1,448.0	83.9
Earned capital:				
Accumulated results from prior years.....	1,326.1	1,977.3	3,035.2	176.0
Result from valuation of cash flow hedges, net.....	7.0	5.6	89.3	5.2
Cumulative translation adjustment.....	-	-	2.8	0.2
Non-controlling interest	-	14.5	105.8	6.1
Net income attributable to controlling interest.....	1,003.6	1,224.8	1,371.4	79.5
Total stockholders' equity.....	4,352.9	5,357.2	6,712.5	389.2
Total liabilities and stockholders' equity.....	15,100.0	19,915.5	25,995.5	1,507.1

Balance Sheet	As of March 31		
	2015	2016	2016⁽¹²⁾
	<i>(in millions of pesos)</i>		<i>(in millions of dollars)</i>
Cash and cash equivalents.....	93.1	918.7	53.3
Investments in securities	772.2	234.1	13.6
Securities and derivatives transactions	1,180.6	1,901.4	110.3
Performing loan portfolio			
Commercial loans.....	13,964.3	15,655.3	908.2
Consumer loans	-	4,526.5	262.6
Total performing loan portfolio.....	13,964.3	20,181.8	1,170.8
Non-performing loan portfolio			
Commercial loans.....	316.0	374.9	21.8
Consumer loans	-	178.7	10.4
Total non-performing loan portfolio	316.0	553.6	32.1
Loan portfolio	14,280.3	20,735.4	1,203.0
Less: allowance for loan losses	(454.3)	(803.6)	(46.6)
Loan portfolio (net)	13,826.1	19,931.8	1,156.3
Other accounts receivable (net)	1,624.0	3,002.0	174.2
Foreclosed assets (net).....	-	-	-
Property, furniture and fixtures, net.....	75.9	235.4	13.7
Long-term investments in shares	827.1	860.2	49.9
Other assets			
Debt issuance costs, intangibles and others	2,152.5	3,871.7	224.6
Total assets	20,551.6	30,955.3	1,795.9
Liabilities			
Notes payable (certificados bursátiles)	2,777.7	4,385.4	254.4
Senior notes payable.....	6,789.7	6,582.8	381.9
Bank loans			
Short-term.....	965.1	4,676.5	271.3
Long-term	2,870.1	5,916.9	343.3
	3,835.1	10,593.4	614.6
Securities and derivatives transactions	-	-	-
Other accounts payable	626.1	695.7	40.4
Income taxes payable	12.2	13.9	0.8
Deferred income taxes	851.2	1,130.8	65.6
Total liabilities	14,892.1	23,402.0	1,357.7
Stockholders' equity:			
Capital stock	660.2	660.2	38.3
Share subscription premium.....	1,475.3	1,453.6	84.3
Earned capital:			
Accumulated results from prior years.....	3,186.7	4,436.9	257.4
Result from valuation of cash flow hedges, net.....	4.5	107.3	6.2
Cumulative translation adjustment.....	-	(35.3)	(2.0)
Non-controlling interest	6.1	524.4	30.4
Net income attributable to controlling interest	326.7	406.2	23.6
	5,659.5	7,553.4	438.2
Total stockholders' equity.....	5,659.5	7,553.4	438.2
Total liabilities and stockholders' equity	20,551.6	30,955.3	1,795.9

Other Financial Data and Ratios	As of and for the Year Ended December 31,		
	2013	2014	2015
Yield ⁽¹⁾	31.1%	26.2%	27.1%
Net Income Margin ⁽²⁾	22.8%	19.3%	21.0%
ROA: Return on average Total Assets ⁽³⁾	7.7%	6.9%	6.0%
Return on Average Loan Portfolio ⁽⁴⁾	11.5%	9.7%	8.7%
ROE: Return on average stockholders' equity ⁽⁵⁾	24.5%	24.7%	22.2%
Debt to Equity Ratio ⁽⁶⁾	2.3	2.5	2.6
Average interest income rate (total portfolio) ⁽⁷⁾	31.1%	26.2%	27.1%
Average cost of funds ⁽⁸⁾	8.7%	7.5%	6.3%
Efficiency ratio ⁽⁹⁾	25.1%	26.8%	35.9%
Capitalization Ratio ⁽¹⁰⁾	41.8%	38.8%	38.1%
Credit Quality Ratios			
Provisions for loan losses as a percentage of total loan portfolio	3.9%	1.9%	2.0%
Allowance for loan losses as a percentage of total past-due loan portfolio	128.2%	161.2%	116.7%
Total past-due loan portfolio as a percentage of total loan portfolio	1.5%	1.9%	2.4%
Allowance for loan losses as a percentage of total loan portfolio	1.9%	3.0%	2.8%

Other Financial Data and Ratios	As of and for the Three Months Ended March 31,	
	2015	2016
Yield ⁽¹⁾	26.9%	27.9%
Net Income Margin ⁽²⁾	20.5%	21.2%
ROA: Return on average Total Assets ⁽³⁾	6.4%	6.2%
Return on Average Loan Portfolio ⁽⁴⁾	9.3%	8.5%
ROE: Return on average stockholders' equity ⁽⁵⁾	23.7%	22.8%
Debt to Equity Ratio ⁽⁶⁾	2.4	2.9
Average interest income rate (total portfolio) ⁽⁷⁾	26.9%	27.9%
Average cost of funds ⁽⁸⁾	6.7%	6.6%
Efficiency ratio ⁽⁹⁾	34.1%	51.0%
Capitalization Ratio ⁽¹⁰⁾	39.6%	36.4%
Credit Quality Ratios		
Provisions for loan losses as a percentage of total loan portfolio	2.2%	0.9%
Allowance for loan losses as a percentage of total past-due loan portfolio	143.7%	145.2%
Total past-due loan portfolio as a percentage of total loan portfolio	2.2%	2.7%
Allowance for loan losses as a percentage of total loan portfolio	3.2%	3.9%

(1) Yield is calculated by dividing the accrued income for the period by the average quarterly balance of the total loan portfolio. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(2) Net Income Margin is calculated dividing the financial margin of the period by the average quarterly loan portfolio. For quarterly figures, cumulative financial margin is annualized by multiplying the amounts by four.

(3) Return on average total assets consists of net income for the period divided by the average quarterly total assets. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(4) Return on average loan portfolio consists of net income attributable to controlling interest for the period divided by the average quarterly loan portfolio amounts. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(5) Return on average stockholders' equity consists of net income attributable to controlling interest for the period divided by average quarterly stockholders' equity. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(6) Debt to equity ratio consists of total liabilities at the end of the period divided by total stockholders' equity at the end of the period.

(7) Average interest income rate (total portfolio) consists of interest income for the period divided by the average quarterly loan portfolio amounts. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(8) Average cost of funds consists of interest expense for the period divided by the average quarterly funding amounts. For quarterly figures, cumulative income is annualized by multiplying the amounts by four.

(9) Efficiency ratio consists of administrative and promotion expenses for the period divided by the sum of (a) financial margin and (b) the difference between (i) commissions and fees collected and (ii) commissions and fees paid for the period.

(10) Capitalization ratio consists of total stockholders' equity at the end of the period divided by total loan portfolio at the end of the period.

(11) Translated into U.S. dollars, solely for the convenience of the reader, using an exchange rate of Ps.17.2487 per U.S. dollar, the exchange rate determined by Banco de Mexico and published by the Official Gazette on December 31, 2015. These convenience translations should not be construed as representations that the peso amounts actually represent U.S. dollar amounts or could be converted into U.S. dollars at the specified rate or at all. See "Exchange Rates" in this offering memorandum.

(12) Translated into U.S. dollars, solely for the convenience of the reader, using an exchange rate of Ps.17.2370 per U.S. dollar, the exchange rate

determined by Banco de Mexico and published by the Official Gazette on March 31, 2016. These convenience translations should not be construed as representations that the peso amounts actually represent U.S. dollar amounts or could be converted into U.S. dollars at the specified rate or at all. See “Exchange Rates” in this offering memorandum.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our financial statements, together with the notes thereto, included elsewhere in this offering memorandum. Our financial statements were prepared in accordance with Sofom GAAP, which differs in certain significant respects from U.S. GAAP. See "Annex A—Summary of Certain Significant Differences Between Sofom GAAP and U.S. GAAP" for a description of certain differences between Sofom GAAP and U.S. GAAP as they relate to us. No reconciliation of any of our financial statements to U.S. GAAP has been performed. Certain amounts and percentages included in this offering memorandum have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different contexts may vary slightly and figures in certain other contexts may not be the exact arithmetic results of their components as shown herein.

Mexican Economic Environment

Mexico has generally enjoyed stable and positive macroeconomic performance since the implementation of a wide range of reforms to liberalize the Mexican economy and open it to foreign trade and investment in the late 1980s. Since the 1995 currency and banking crisis, Mexico's GDP has grown at a compound rate of 3.0% per year. In 2006, GDP grew at a rate of 5.2%, supported by exports of manufactured goods and strong foreign direct investment. Economic conditions began deteriorating in 2007, with Mexico's GDP growth rate slowing to 3.3%.

In 2008, the Mexican economy experienced a significant deterioration as a result of the global financial crisis. Foreign consumer demand deteriorated significantly, particularly in the manufacturing sector, which also affected domestic consumer demand, with lower investment and consumption. Mexico's GDP growth rate slowed to 1.2% and several supply side shocks affected price levels. The peso was also adversely impacted by the economic downturn, and from September through the first quarter of 2009, the peso depreciated significantly.

During 2009, the financial crisis that started in 2008 continued affecting the world economy, which experienced the sharpest decline in decades. Mexico suffered the sharpest decline in GDP since 1995, declining by 6.2% during 2009, mainly as a result of Mexico's close commercial ties with the United States. As a result of sharp decline in foreign consumer demand, Mexican exports fell drastically in key industries such as the automotive and electrical equipment industries. The Mexican financial sector was strongly affected by volatility. Inflation in 2009 was 3.6%. Despite unfavorable economic conditions in 2009, especially in the non-bank financing industry, the performance of our loan portfolio did not experience significant deterioration during the year ended December 31, 2009.

However, in 2010, the Mexican economy recovered considerably, with external demand and exports of manufactured goods driving an annual GDP growth of 5.5%, the highest in the past ten years. Mexico's GDP grew 3.9% in both 2011 and 2012. From 2010 to 2016, financing conditions and funding alternatives improved and we have taken advantage of opportunities to increase our loan portfolio. We have resumed an accelerated expansion during the short and medium term. We will continue making efforts to diversify our loan portfolio by exploring different products, new geographic territories and untapped markets both at the national and international scale.

Effect of Tax Legislation

On January 1, 2014, the Tax Reforms became effective. While the corporate income tax rate, which had previously been scheduled for reduction, remained at 30%, the Tax Reforms (i) resulted in several amendments to corporate tax deductions, among other things, by eliminating deductions that were previously allowed for related party payments to certain foreign entities and limiting tax deductions on severance payments to employees; (ii) imposed a 10% withholding income tax on dividends paid by the corporation to individuals or foreign residents; (iii) standardized the value-added tax in all areas of Mexico; (iv) required the use of electronic invoices and new monthly tax reports (including uploading certain accounting records) to be provided to governmental tax authorities; and (v) imposed a 10% income tax payable by individuals on the sale of stock listed on the Mexican Stock Exchange (Bolsa Mexicana de Valores).

The Tax Reforms also abolished the flat rate business tax law, or IETU (for its Spanish acronym) and the cash deposit tax, or IDE (for its Spanish acronym).

Under the Mexican Income Tax Law, the effect of inflation on monetary assets and liabilities are to be considered as a deduction, therefore decreasing the taxable income. The effect of inflation on monetary assets and liabilities is estimated considering the annual inflation rate recorded and the excess of either monetary assets or liabilities. The effect of inflation results in a tax deduction when monetary assets exceed monetary liabilities. Uncollectable accounts that have an unpaid balance of less than 30,000 Investment Units (*Unidades de Inversión* or “UDIs”) and which have not received a payment within the last year are considered a deduction.

Interest Rate Fluctuations

Interest rate fluctuations in Mexico have a significant effect on our business, financial condition and results of operations. While our interest-earning assets bear fixed interest rates, all of our interest-bearing liabilities currently carry floating interest rates equal to the 28-day Interbank Equilibrium Interest Rate (*Tasa de Interés Interbancaria de Equilibrio*, or “TIIE”), plus a spread, and are subject to frequent re-pricing. The TIIE is the benchmark interbank interest rate applicable to borrowing from and lending to *Banco de México* in transactions denominated in pesos, and is published daily in the Official Gazette of the Federation.

The following table presents the high, low and average TIIE during each of the periods indicated.

	TIIE ⁽¹⁾			End of Period
	High	Low	Average	
2010	4.9750%	4.8250%	4.9097%	4.8750%
2011	4.8850%	4.7500%	4.8231%	4.7900%
2012	4.8562%	4.7175%	4.7896%	4.8450%
2013	4.8475%	3.7765%	4.2807%	3.7900%
2014	3.8171%	3.2741%	3.5093%	3.3110%
2015	3.5525%	3.2780%	3.3167%	3.5475%
2016 (through June 30)	4.1185%	3.5476%	3.9410%	4.1116%

(1) *Banco de México* information.

Our interest cost of funding is highly sensitive to market conditions. Our interest rate spread in our local debt offerings increased by more than 112 basis points during 2010 and by more than 70 basis points during 2009. In response to the increased cost of financing in Mexico, the Mexican government gradually reduced the reference interest rate, partially offsetting increases in the surcharge rate. For example, between December 31, 2010 and December 31, 2013, the TIIE fell 108.5 basis points, or 22.3%%, to 3.7900%. The TIIE has since then remained more stable, and as of December 31, 2015, the TIIE was 3.5475%.

In addition, the fixed interest rates we charge on each of our loan products have historically been significantly higher than the variable rates we pay on our interest-bearing liabilities, resulting in favorable net interest margin. For example, our average interest rate earned on interest-earning assets for the year ended December 31, 2015 was 25.8% and our average interest rate paid on interest-bearing liabilities for the same period was 6.3%, resulting in a net interest margin of 19.5%. As a result, the amount of cash we receive from interest and principal payments on the loans in our loan portfolio typically far exceeds the payments we must make on our interest-bearing liabilities. Our favorable net interest income serves to mitigate the pressure on our margins caused by fluctuations in the interest rates we pay on our interest-bearing liabilities.

The table below presents the average size of each of our loan portfolios (Average Portfolio) along with the cash collected with respect to each loan portfolio (Collections) and Collections as a percentage of our Average Portfolio during 2013 and 2014 on an annual basis and during 2015 on a quarterly basis, and until the first quarter of 2016. Collections include both principal and interest payments. We believe that Collections as a percentage of our Average Portfolio will increase as the loan portfolio and interest income derived from our group loan business increases.

Period	Value	Payroll Loans	Used Cars	Small Business	Durable Goods Loans	Group Loans	Consumer Loans (Instacredit)	Total	
2013:	Average Portfolio.....	7,270.6	44.8	252.7	1,031.5	161.0	—	8,760.7	
	Collections.....	4,470.4	33.4	358.1	720.3	880.2	—	6,462.3	
	Collections as Percentage of Average Portfolio	61.5%	74.5%	141.7%	69.8%	546.6%	—	73.8%	
2014:	Average Portfolio.....	9,860.3	209.1	1,165.0	1,164.5	289.2	—	12,688.1	
	Collections.....	4,550.2	74.2	1,935.0	745.9	454.2	—	7,759.5	
	Collections as Percentage of Average Portfolio	46.1%	35.5%	166.1%	64.1%	157.0%	—	61.2%	
2015									
	Q1:	Average Portfolio.....	10,894.6	410.1	1,331.0	1,082.9	324.0	—	14,042.6
	Collections.....	1,247.3	55.6	607.7	179.4	215.1	—	2,304.9	
	Collections as Percentage of Average Portfolio	45.8%	54.2%	182.6%	66.2%	265.5%	—	65.7%	
	Q2:	Average Portfolio.....	11,265.4	485.3	1,467.2	1,009.4	308.1	—	14,535.3
	Collections.....	1,402.0	72.9	737.3	197.1	589.5	—	2,998.8	
	Collections as Percentage of Average Portfolio	49.8%	60.1%	201.0%	78.1%	765.4%	—	82.5%	
	Q3:	Average Portfolio.....	11,983.7	552.2	1,755.4	1,001.9	260.4	—	15,553.6
	Collections.....	1,323.7	71.6	700.4	172.3	456.6	—	2,724.6	
	Collections as Percentage of Average Portfolio	44.2%	51.8%	159.6%	68.8%	701.4%	—	70.1%	
	Q4:	Average Portfolio.....	12,740.8	1,215.8	1,702.7	1,020.5	283.3	—	16,963.2
	Collections.....	1,406.7	73.3	909.6	188.6	247.3	—	2,825.4	
	Collections as Percentage of Average Portfolio	44.2%	24.1%	213.7%	73.9%	349.1%	—	66.6%	
FY:	Average Portfolio.....	12,003.1	850.6	1,585.0	1,014.9	295.7	—	15,749.3	
	Collections.....	5,379.7	273.3	2,955.0	737.3	1,508.4	—	10,853.7	
	Collections as Percentage of Average Portfolio	44.8%	32.1%	186.4%	72.6%	510.1%	—	68.9%	
2016									
	Q1:	Average Portfolio.....	13,109.4	1,900.8	1,460.0	1,004.3	310.2	1,387.8	19,172.5
	Collections.....	1,284.9	316.2	729.3	140.2	265.5	396.7	3,132	
	Collections as Percentage of Average Portfolio	39.2%	66.5%	199.8%	55.8%	342.4%	114.4%	65.4%	

Key Factors Affecting our Financial Condition and Results of Operations

Loan Portfolio Performance

The performance of our loan portfolio depends on our ability to collect each expected installment payment on a timely basis, which in turn depends, in part, on the strength of our origination and credit approval processes. Since our incorporation in 1993, we have developed and improved our proprietary underwriting standards and credit review system and have built an infrastructure to support the implementation of our credit review process for each of our loan portfolios. For further explanation of the credit review process in each of our loan portfolios, see “Business—Our Loan Products—Payroll Loans—Credit Application and Review Process”; “Business—Our Loan Products—Durable Goods Loans—Credit Application and Review Process”; “Business—Our Loan Products—Small Business Loans—Distribution and Origination”; “Business—Our Loan Products—Group Loans—Credit Application and Review Process”; and “Business—Our Loan Products—Used Car Loans—Credit Application and Review Process.” Our proprietary credit review process has, in part, enabled us to maintain low and stable NPL ratios in our loan portfolio, even through the economic downturn in 2008 and 2009. Our NPL ratios were 1.5%, 1.9% and 2.4% for the as of December 31, 2013, 2014 and 2015, respectively, and 2.7% as of March 31, 2016.

At March 31, 2016, none of our loans were restructured. The restructuring is formalized with each customer by changing the amounts of credit installments, the dates for partial payments of credit and the loan repayment periods, provided there is sustained evidence of payment by the customer, which is satisfied if the customer has made three consecutive monthly payments.

From time to time, we may sell a portion of our loan portfolio if we believe doing so would be commercially advantageous; we make such decisions on a case by case basis. We intend to continue growing our payroll loan business by increasing the number of government agencies and labor unions we serve and increasing our market penetration among employees of those agencies and members of those unions with which we have established

payroll lending relationships through payroll distributors. We intend to increase our exposure to government entities to which we currently have low exposure and diversify our payroll loan portfolio. Regarding our Group Loans, our expansion plan contemplates geographic expansion, as well as to continue growing the number of clients served by our current promoters and hiring more promoters for our existing branches. We also intend to maintain and leverage our competitive position in the durable goods loan market by continuing to build and strengthen the relationships we have with the specialized retail chains we currently work with, in addition to developing new relationships with specialized retail chains across Mexico, maintaining our ability to tailor products to each specialized retail chain's specific needs. We believe that our small business loan and used car loan businesses offer the greatest potential for growth in the Mexican market over the next several years. Growth in small business loans will likely be driven by the financial reforms. Moreover, the low penetration of financial institutions in the SME market represents a good business opportunity for us. Likewise, the used car loan market in Mexico is not very penetrated and should present a good opportunity for expansion.

Critical Accounting Estimates

The preparation of financial statements in conformity with *Sofom* GAAP requires that management make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of our financial statements and revenues and expenses during the periods reported. Actual results could differ from these estimates, and changes in these estimates are recorded when known. The critical accounting policies used in the preparation of our financial statements are those that are both important to the presentation of financial condition and results of operations and require significant judgments with regard to estimates used. These critical judgments relate to the allowance for loan losses, deferred income taxes and employee retirement obligations.

Allowance for Loan Losses

Loans are granted based on an analysis of a borrower's financial condition, the economic feasibility of investment projects that are to be financed by our group loans and other general criteria established by applicable laws and our internal policies and procedures. Our loans are made to legal or physical persons who carry out business activities of a commercial or financial nature, which is why we classify our loan portfolio as a commercial loan portfolio, in accordance with the CNBV's standards.

Overdue balances of borrowers are recorded in the non-performing portfolio in the event of non-compliance with payment terms in which a loan installment or payment is past-due for specified periods. Loans are generally recorded as non-performing after 90 days of billing periods reporting non-compliance, at which time the accrual of interest is suspended. Pursuant to our financing and other agreements with our distributors, our distributors are severally liable for the unpaid amount of the loan, along with the borrowers. A distributor's total liability is equal to the percentages of unpaid loan amounts determined within each promotion. As of March 31, 2016, the aforementioned contracts established a percentage of unpaid loan amounts of 50%. Joint and several liability is calculated based on 50% of the unpaid amount of those loans which are more than 90 days past due.

The transfer of a loan from the non-performing loan portfolio to the current loan portfolio is carried out when the account payments are up-to-date and there have been no delays in its payment. Payments are considered up-to-date when there have been installment payments for the total amounts due at three consecutive payment dates. A payment is not considered up-to-date if payment is made prior to the scheduled amortization date.

Additionally, if a loan is restructured, it may be transferred to the current loan portfolio. The restructuring of this debt is formalized through modifications of the partial credit payment amounts, the payment due dates, and the amortization periods. Restructuring is permitted as long as there is evidence of sustained payment by the borrower, meaning three consecutive monthly payments.

The recognition of interest income is suspended when a loan is classified within the non-performing portfolio, and is recorded as income only when it is collected. Loans are written off when scheduled payments or installments are past due 181 days or more.

An allowance for loan losses is created for any ordinary interest earned but not collected on non-performing loans at the moment the loan is transferred to the non-performing portfolio.

The Company recognizes the allowance for loan losses in its commercial loan portfolio based on the criteria of the CNBV, as follows:

Methodology for commercial loan portfolio

When classifying the commercial loan portfolio, the Company considers the Probability of Default, Severity of Loss and Exposure to Default, and also classifies the aforementioned commercial loan portfolio into different groups and establishes different variables for the estimate of the probability of default.

The amount of the allowance for loan losses of each loan will be determined by applying the following formula:

$$R_i = PI_i \times SP_i \times EI_i$$

Where:

R_i = Amount of the allowance for loan losses to be created for the nth credit.

PI_i = Probability of default of the nth credit.

SP_i = Severity of loss of the nth credit.

EI_i = Exposure to default of the nth credit.

The probability of default of each credit La (PI_i), is calculated using the following formula:

$$PI_i = \frac{1}{1 + e^{-\frac{(500 - TotalCreditScore_i) \times \ln(2)}{40}}}$$

For purposes of the above:

The total credit score of each borrower is obtained by applying the following:

$$TotalCreditScore_i = \alpha \times (QuantitativeCreditScore_i) + (1 - \alpha) \times (QualitativeCreditScore_i)$$

Where:

$QuantitativeCreditScore_i$ = is the score obtained for the nth borrower when evaluating the risk factors.

$QualitativeCreditScore_i$ = is the score obtained for the nth borrower when evaluating the risk factors.

α = is the relative weight of the quantitative credit score.

Unsecured loans

The Severity of Loss (SP_i) of commercial loans which are not secured by real, personal guarantees or credit-based collateral will be:

- a. 45%, for Preferential Positions.
- b. 75%, for Subordinated Positions, in the case of syndicated loans, those which for purposes of their payment order or preference, are contractually subordinated in relation to other creditors.
- c. 100%, for credits which report 18 or more months of arrears in payment of the due and payable amount under the terms originally agreed.

The Exposure to Default of each loan (EI_i) is determined based on the following:

- I. For disposed balances of uncommitted credit lines, which may be canceled unconditionally or which in practice permit an automatic cancellation at any time and without prior notice:

$$EI_i = S_i$$

- II. For the other lines of credit:

$$EI_i = S_i * \text{Max} \left\{ \left(\frac{S_i}{\text{AuthorizedLineofCredit}} \right)^{-0.5794}, 100\% \right\}$$

Where:

S_i: The unpaid balance of the credit at the classification date, which represents the amount of credit effectively granted to the borrower, adjusted for interest accrued, less payments of principal and interest, as well as debt reductions, forgiveness, rebates and discounts granted. In any case, the amount subject to the classification must not include uncollected accrued interest recognized in memorandum accounts on the balance sheet, for loans classified as non-performing portfolio.

Authorized Credit Line: the maximum authorized amount of the credit line at the classification date.

The Company may recognize the security interest in personal or real property, personal security and credit derivatives in the estimate of the Severity of Loss of the credits, in order to decrease the reserves derived from the portfolio classification. In any case, it may elect not to recognize the aforementioned securities if greater reserves are generated as a result. The provisions established by the CNBV are utilized for such purpose.

Consumer loan portfolio

The classification of the commercial portfolio is carried out on a quarterly basis and is calculated based on the balance of the debts on the final day of each month, considering the classification levels of the portfolio classified at the last known quarter, restated for the modification of the risk at the close of the current month. The allowance for loan losses is calculated according to the current methodology, as explained below.

Methodology for consumer loan portfolio (as of June 30, 2014)

When classifying the consumer portfolio, the Company considers the Probability of Default, the Severity of the Loss and Exposure to Default, while also classifying the aforementioned portfolio into different groups of risks.

As it is a non-revolving consumer credit portfolio, the calculation of the Probability of Default, Severity of the Loss and Exposure to Default, must adhere to the following:

The following numbers are determined for each credit operation:

Due and payable amount: The amount which the borrower has to pay in the billing period agreed. For credits with weekly and half-monthly billing periods, the accumulation of previous due and payable amounts not paid must not be included. For credits with a monthly billing period, the due and payable amount must include both the amount applicable to the month and the previous unpaid due and payable amounts, as the case may be.

Rebates and discounts may decrease the due and payable amount, only when the borrower fulfills the conditions required in the credit contract to do so.

Payment made: The amount applicable to the sum of the payments made by the borrower in the billing period.

Write-offs, reductions, waivers, rebates and discounts made to the credit or group of credits are not considered as payments. The value of this variable must be greater than or equal to zero.

Days in arrears: The number of calendar days at the classification date, during which the borrower has not fully paid off the due and payable amount under the terms originally agreed.

Total term: The number of billing periods (weekly, half-monthly or monthly) established contractually in which the credit must be settled.

Remaining term: Number of weekly, half-monthly or monthly billing periods which, as established in the contract, remain pending to settle the credit at the portfolio classification date. In the case of credits whose maturity date has elapsed without the borrower making the respective payment, the remaining period must be equal to the total term of the credit.

Original loan amount: The amount applicable to the total loan amount at the time it is granted.

Original value of the good: The amount applicable to the value of the financed good recorded by the Institution at the time the credit is granted. If the credit is not to finance the purchase or acquisition of a good, the original value of the good will be equal to the original amount of the credit. Also, the original amount of the credit may be used for credits which do not reflect the original value of the good and were granted prior to the enactment of these provisions.

Loan balance: The unpaid balance at the classification date, which represents the amount of credit effectively granted to the borrower, adjusted for accrued interest, less payments for financed insurance coverage, collections of principal and interest, and any reductions, waivers, rebates and discounts granted, as the case may be.

In any case, the amount subject to the classification must not include uncollected accrued interest, recognized in memorandum orders on the balance sheet, for loans which are in overdue portfolio.

Type of loan: In the case of the credits granted, they are personal; i.e., credits which are collected by the Company through any means of payment other than from the payroll account.

The creation and recording in books of the allowance for loan losses on the non-revolving consumer credit portfolio are based on figures at the final day of each month.

The Company determines the percentage used to determine the allowances to be created for each credit, which will be the result of multiplying the Probability of Default by the Severity of the Loss.

$$R_i = PI_i \times SP_i \times EI_i$$

Where:

R_i = Amount of reserves to be established for the nth credit.

PI_i = Probability of Default on the nth credit.

SP_i = Severity of the Loss on the nth credit.

EI_i = Exposure to Default of the nth credit.

The Probability of Default of the non-revolving consumer credit portfolio whose Billing Periods are monthly or when involving credits with a single payment at maturity, as follows:

a) If $ATR_i^M \geq 4$ then $PI_i^M = 100\%$

b) If $ATR_i^M < 4$ then:

$$P_i^M = \frac{1}{1 + e^{-[-0.5753 + 0.4056 ATR_i^M + 0.7923 VECES_i^M - 4.1891 \%PAGO_i^M + 0.9962 PER_i^M]}}$$

Where:

P_i^M = Monthly Probability of Default or the nth credit.

ATR_i^M = Number of Arrears observed at the calculation date of reserves, which is obtained by applying the following formula:

$$\text{Number of Monthly Days in Arrears} = \left(\frac{\text{Days in Arrears}}{30.4} \right)$$

When this number is not complete, it will take the value of the immediately higher complete number.

$VECES_i^M$ = Number of times that the borrower pays the original value of the good or, if there is no financed good, the number of times that the borrower pays the original amount of the credit. This number will be the coefficient resulting from dividing the sum of all the scheduled payments at the time of the origination, by the original value of the good.

If the payments of the credit consider a variable component, the Company's best estimate will be used to determine the value of the sum of all the scheduled payments which must be made by the borrower. The value of such sum cannot be less than or equal to the original amount of the credit.

$\%PAGO_i^M$ = Average Percentage which the payment made represents of the due and payable amount in the last four monthly billing periods at the calculation date. The average must be obtained after having calculated the percentage which the payment made represents of the due and payable amount for each of the four monthly billing periods at the calculation date of the reserves. If less than four monthly billing periods have elapsed at the calculation date of the reserves, the percentage of those monthly Billing Periods remaining to complete four will be 100% for purposes of calculating this average, so that the variable of this calculation element will always be obtained using the average of four monthly percentages.

The Company determines the Severity of the Loss (SP) for the credits from the non-revolving consumer loan portfolio will be 65%, provided that the element ATR_i^M does not exceed 9, because in this case an SP of 100% is determined.

The Exposure to Default (E_i) of each credit from the non-revolving consumer credit portfolio will be equal to the Loan Balance (S_i).

Deferred Taxes

We calculate deferred taxes through the assets and liabilities method, which compares the accounting and tax values of assets and liabilities to determine deductible and taxable temporary differences to which the tax rate at which these items will be reversed is applied.

Significant management judgment is required in determining the necessity of any valuation allowance against recognized deferred income tax assets. The need for a valuation allowance is based on management's projections of future financial results. If actual results differ from these estimates or if we adjust the projections in future periods, we may need to materially adjust the valuation allowance, which may materially impact our results of operations in future periods.

Employee Retirement Obligations

Under the Federal Labor Law, we have obligations for severance and seniority premiums payable to employees who cease rendering services under certain circumstances, as well as other obligations derived from a labor

agreement.

Each year we record the net periodic cost to create a fund covering the net projected liability for seniority premiums, pensions and severance payments upon retirement or resignation, thereby increasing the related liability, in accordance with actuarial calculations made by independent actuaries. These calculations are based on the projected unit credit method, which see each period of service as giving rise to an additional unit of benefit entitlement. We therefore create a present value liability to cover the defined benefits obligation at the estimated retirement date of each covered employee.

While we believe that our assumptions are appropriate, significant deviations from actual conditions or significant changes to our assumptions in the future may materially affect our employee retirement obligations and our future expenses.

Results of Operations for the Three Months Ended March 31, 2016 Compared to the Three Months Ended March 31, 2015

Interest Income

The following table sets forth the components of our interest income for the three months ended March 31, 2015 and 2016.

	Three Months Ended March,	
	2015	2016
	<i>(in millions of pesos)</i>	
Interest income from payroll loans	813.1	903.1
Interest income from used car loans.....	34.1	175.2
Interest income from small business loans.....	41.4	51.1
Interest income from durable goods loans	43.9	41.5
Interest income from group loans	10.5	5.1
Interest income from Instacredit loans.....	-	163.3
Total interest income	<u>943.0</u>	<u>1,339.3</u>

For the three months ended March 31, 2016, we had total interest income of Ps.1,339.3 million, reflecting an increase of Ps.396.3 million, or 42.0%, compared to Ps.943.0 million for the same period in 2015. Interest income earned on our payroll, small business and used car loans increased 11.1%, 23.7% and 413.3%, respectively. The increase in the interest income of used car loans is enhanced by the high yield typical of used car loans; while the interest income earned on our durable goods and group loans decreased 5.4% and 51.9%, respectively, during the same period. The decrease in the interest income of group loans reflects only the funding provided to our partners. In addition, for the three months ended March 31, 2016, we had interest income of Ps.163.3 million from the Instacredit loans portfolio after our acquisition of a 70% interest in Instacredit in February 2016. The average balance of our total loan portfolio during the three months ended March 31, 2016 was Ps.19,172.5 million, an increase of Ps.5,129.9 million or 36.5% from the Ps.14,042.6 million average balance during the three months ended March 31, 2015. The increase in interest income primarily resulted from larger portfolios of payroll and small business loans, the growth in our loan portfolio attributable to Don Carro and AFS in the used car business line and the acquisition of Instacredit in the first quarter of 2016.

Interest Expense

Total interest expense, which consists primarily of interest paid and accrued on our interest-bearing liabilities, increased Ps.98.2 million, reflecting a 43.7% increase to Ps.322.8 million for the three months ended March 31, 2016, from Ps.224.6 million for the three months ended March 31, 2015. This increase primarily resulted from an increase in our average level of indebtedness, which was used to finance the loan portfolio originated by our distributors. Our average balance of interest bearing liabilities debt portfolio increased from Ps.13,398.2 million for the three months ended March 31, 2015 to Ps.19,502.7 million as of March 31, 2016, reflecting an increase of Ps.6,104.5 million, or 45.6%.

Financial Margin

Our financial margin increased by Ps.298.1 million, or 41.5%, to Ps.1,016.5 million for the three months ended March 31, 2016, compared to Ps.718.4 million for the three months ended March 31, 2015.

For the three months ended March 31, 2016, the average interest rate earned from the average interest-earning assets was 26.7% and the average interest rate paid on the portfolio was 6.6%, resulting in a net interest margin of 20.1%. Comparatively, the average interest rate earned from the portfolio during the three months ended March 31, 2015 was 24.9% and the average interest rate paid on the portfolio during the same period was 6.7%, resulting in a net interest margin of 18.2%.

Allowance for Loan Losses

Allowance for loan losses, the estimated reserve amount reserved for the contingency of unrecoverable loans, decreased by Ps.30.2 million, or 39.0%, from Ps.77.6 million for the three months ended March 31, 2015, to Ps.47.3 million for the three months ended March 31, 2016. This decrease primarily reflects a non-recurring benefit from the Instacredit acquisition due to Instacredit being over provisioned. The provision for Instacredit was Ps.6.0 million and the provision for the remaining operations of the Company was Ps.41.3 million as of March 31, 2016.

As of March 31, 2016, the balance of the allowance for loan losses was Ps.803.6 million, which was equal to 145.2% of the Ps.553.6 million non-performing portfolio on our balance sheet as of that date. As of March 31, 2015, the balance of the allowance for loan losses was Ps.454.3 million, which was equal to 143.7% of the Ps.316.0 million non-performing portfolio on our balance sheet as of that date.

Commissions and Fees Charged

Total commissions and fees charged was Ps.147.9 million for the three months ended March 31, 2016, compared to none for the three months ended March 31, 2015. This increase primarily resulted from the consolidation of commission income from Resuelve tu Deuda in the three months ended March 31, 2016.

Commissions and Fees Paid

The following table sets forth the components of our commissions and fees paid for the three months ended March 31, 2015 and 2016.

	Three Months Ended March 31,	
	2015	2016
	<i>(in millions of pesos)</i>	
Commissions and fees to specialized retail chains ⁽¹⁾	-	-
Bank fees ⁽²⁾	1.3	0.9
Total administrative commissions and fees	1.3	0.9
Commissions and fees related to debt issuances ⁽³⁾	21.6	36.5
Other commissions and fees	0.0	21.0
Total commissions and fees paid	<u>23.0</u>	<u>58.5</u>

(1) Commissions paid to distributors for the volume of loans originated, primarily for durable goods loans, based on the volume and conditions of such loans, such as interest rates and repayment periods, pursuant to the contracts entered into with our distributors.

(2) Represents commissions paid for administrative and processing bank fees.

(3) Commissions and fees related to debt issuances include commissions and fees to third parties (e.g., underwriters and legal fees) in connection with the issuance of notes, the incurrence of indebtedness under credit facilities, the partial credit guarantees (por aval) from NAFIN, as well as commissions and fees payable to rating agencies.

Total commissions and fees paid increased by Ps.35.5 million, or 154.5%, to Ps.58.5 million for the three months ended March 31, 2016, compared to Ps.23.0 million for the three months ended March 31, 2015. This increase primarily resulted from commissions and fees paid for the issuance of debt required to fund our loan portfolio origination, together with the consolidation of other commissions and fees paid for our subsidiaries AFS and Instacredit which were acquired in October 2015 and February 2016, respectively.

Administrative and Promotion Expenses

Administrative and promotion expenses, which consist primarily of personnel remuneration and benefits expenses, including expenses incurred for wages, year-end bonuses and vacation premiums, as well as expenditures related to our information technology systems and rents under our office lease agreements, increased by Ps.326.6 million to Ps.563.8 million for the three months ended March 31, 2016, compared to Ps.237.2 million for the three months ended March 31, 2015. This increase primarily resulted from increases in administrative expenses commensurate with the growth of the loan portfolio of our subsidiary Don Carro and the consolidation of administrative expenses of our subsidiaries AFS, Resuelve tu Deuda and Instacredit.

Operating Income

Operating income increased by Ps.162.9 million, to Ps.556.1 million, for the three months ended March 31, 2016, compared to Ps.393.1 million for the three months ended March 31, 2015. This increase primarily resulted from an increase in the financial margin, a decrease in the allowance for loan losses and an increase in commissions and fees charged, which was partially offset by the increase in administrative and promotion expenses.

Equity in Income of Associates

Equity in income of associates increased by Ps.2.2 million, to Ps.17.8 million, for the three months ended March 31, 2016, compared to Ps.15.6 million for the three months ended March 31, 2015. This increase primarily resulted from the 49% participation in the improved results of Credito Maestro and Publiseg, driven by their increased origination and collection.

Income Taxes

The following table sets forth the components of our income taxes for the periods indicated.

	Three Months Ended March 31,	
	2015	2016
	<i>(in millions of pesos)</i>	
ISR:		
Current.....	-	12.8
ISR:		
Deferred.....	84.9	119.9
Total Income Tax.....	84.9	132.7

Income taxes increased by Ps.47.8 million to Ps.132.7 million for the three months ended March 31, 2016, compared to Ps.84.9 million for the three months ended March 31, 2015. The effective tax rate reached 21.6% and 23.9% respectively for the three months ended in March 31, 2015 and 2016, respectively.

The increase in current tax of Ps.12.8 million for the three months ended March 31, 2016 primarily reflects increases commensurate with the growth in the taxable income from Directodo and the consolidation of Instacredit.

The increase in deferred tax for the three months ended March 31, 2016 is primarily due to a higher amount of applied tax losses from prior years in 2016 than those applied during the same period of 2015, and also to the accounting and tax difference in the methodology for determining the allowance for loan losses and the interest accrued during the initial period of a loan.

Non-controlling interest

Non-controlling interest decreased income by Ps.34.9 million for the three months ended March 31, 2016, a decrease of Ps.37.7 million from Ps.2.8 million for the three months ended March 31, 2015, primarily due to the recognition of the controlling participation in Don Carro, AFS and Instacredit in the three months ended March 31, 2016 under interest income.

Net income attributable to controlling interest

Net income attributable to controlling interest increased by Ps.79.6 million, to Ps.406.2 million for the three months ended March 31, 2016, compared to Ps.326.7 million for the three months ended March 31, 2015. This increase in net income attributable to controlling interest primarily resulted due to the reasons mentioned above.

Results of Operations for the Year Ended December 31, 2015 Compared to the Year Ended December 31, 2014

Interest Income

The following table sets forth the components of our interest income for the years ended December 31, 2015 and 2014.

	Years Ended December 31,	
	2014	2015
	<i>(in millions of pesos)</i>	
Interest income from payroll loans	2,853.8	3,445.8
Interest income from used car loans.....	28.8	354.0
Interest income from small business loans.....	142.0	223.0
Interest income from durable goods loans	251.5	202.6
Interest income from group loans	51.1	38.9
Total interest income	<u>3,327.1</u>	<u>4,264.2</u>

For the year ended December 31, 2015, we had total interest income of Ps.4,264.2 million, reflecting an increase of Ps.937.2 million, or 28.2%, compared to Ps.3,327.1 million for the year ended December 31, 2014. Interest income earned on our payroll, small business and used car loans increased 20.7%, 57.0% and 1,130.9% respectively, while the interest income earned on our durable goods and microcredit group loans decreased 31.0% and 23.8% respectively, during the same period. The average balance of our total loan portfolio during the year ended December 31, 2015 was Ps.15,749.3 million, an increase of Ps.3,061.2 million or 24.1%, from the Ps.12,688.1 million average balance during the year ended December 31, 2014. The increase in interest income was driven by the increase in the average balance of our payroll loan and small business loan portfolios, together with the consolidation of Don Carro and the acquisition of AFS in the used car loan business line, which was partially offset by a decrease in interest income from durable goods loans.

Interest Expense

Total interest expense, which consists primarily of interest paid and accrued on our interest-bearing liabilities, increased Ps.70.0 million, reflecting a 7.9% increase to Ps.952.3 million for the year ended December 31, 2015 from Ps.882.3 million for the year ended December 31, 2014. This increase primarily resulted from an increase in our average level of indebtedness, which was used to finance the loan portfolio originated by our distributors. Our average balance of interest-bearing liabilities increased to Ps.15,114.8 million for the year ended December 31, 2014 from Ps.11,817.0 million for the year ended December 31, 2014, reflecting an increase of Ps.3,297.8 million, or 27.9%.

Financial Margin

Our financial margin increased by Ps.867.1 million, or 35.5%, to Ps.3,311.9 million for the year ended December 31, 2015, compared to Ps.2,444.8 million for the year ended December 31, 2014.

For the year ended December 31, 2015, the average interest rate earned from the average interest-earning assets was 25.8% and the average interest rate paid on interest-bearing liabilities was 6.3%, resulting in a net interest margin of 19.5%. Comparatively, the average interest rate earned from the average interest-earning assets during the year ended December 31, 2014 was 23.7% and the average interest rate paid on interest-bearing liabilities during the same period was 7.5%, resulting in a net interest margin of 16.2%.

Allowance for Loan Losses

Allowance for loan losses, the estimated reserve for unrecoverable loans, increased by Ps.81.1 million, or 30.7%, reflecting an increase to Ps.345.6 million for the year ended December 31, 2015 from Ps.264.5 million for the year ended December 31, 2014. This increase primarily reflects the increase in the average loan portfolio for the period.

As of December 31, 2015, the balance of the allowance for loan losses was Ps.485.5 million, which was equal to 116.7% of the Ps.416.1 million non-performing portfolio on our balance sheet as of that date. As of December 31, 2014, the balance of the allowance for loan losses was Ps.420.1 million, which was equal to 161.2% of the Ps.260.6 million non-performing portfolio on our balance sheet as of that date.

Commissions and Fees Paid

The following table sets forth the components of our commissions and fees paid for the years ended December 31, 2015 and 2014.

	Years Ended December 31,	
	2014	2015
	<i>(in millions of pesos)</i>	
Commissions and fees to specialized retail chains ⁽¹⁾	-	-
Bank fees ⁽²⁾	6.3	5.0
Total administrative commissions and fees	6.3	5.0
Commissions and fees related to debt issuances ⁽³⁾	92.6	137.1
Other commissions and fees	0.1	0.1
Total commissions and fees paid	<u>99.0</u>	<u>142.2</u>

- (1) Commissions paid to distributors for the volume of loans originated, primarily for durable goods loans, based on the volume and conditions of such loans, such as interest rates and repayment periods, pursuant to the contracts entered into with our distributors.
- (2) Represents commissions paid for administrative and processing bank fees.
- (3) Commissions and fees related to debt issuances include commissions and fees to third parties (e.g., underwriters and legal fees) in connection with the issuance of notes, the incurrence of indebtedness under credit facilities, the partial credit guarantees (*por aval*) from NAFIN and the issuance of our Senior Notes, as well as commissions and fees payable to rating agencies.

Total commissions and fees paid increased by Ps.43.2 million, or 43.7%, to Ps.142.2 million for the year ended December 31, 2015 compared to Ps.99.0 million for the year ended December 31, 2014. This increase primarily resulted from commissions and fees on an increased amount of debt issued to fund our loan portfolio origination.

Administrative and Promotion Expenses

Administrative and promotion expenses, which consist primarily of personnel remuneration and benefits expenses, including expenses incurred for wages, year-end bonuses and vacation premiums, as well as expenditures related to our information technology systems and rents under our office lease agreements, increased by Ps.508.5 million to Ps.1,138.1 million for the year ended December 31, 2015, compared to Ps.629.6 million for the year ended December 31, 2014. The variation is mainly due to the organic growth of the administrative services of the Company together with the consolidation of Directodo administrative expenses in 2015.

Operating Income

Operating income increased by Ps.246.9 million to Ps.1,722.3 million for the year ended December 31, 2015 compared to Ps.1,475.4 million for the year ended December 31, 2014. This increase primarily resulted from an increase in the financial margin, partially offset by an increase in the allowance for loan losses and administrative expenses.

Equity in Income of Associates

Equity in income of associates decreased by Ps.29.5 million to Ps.69.2 million for the year ended December 31, 2015, compared to Ps.98.6 million for the year ended December 31, 2014. This decrease primarily resulted from the consolidation starting in October 2014 of the results of Directodo as a majority-owned subsidiary, which was partially offset by our 49% participation in the results of Credito Maestro and Publiseg.

Income Taxes

The following table sets forth the components of our income taxes for the years indicated.

	Years Ended December 31,	
	2014	2015
	<i>(in millions of pesos)</i>	
ISR:		
Current.....	20.1	85.9
ISR:		
Deferred.....	314.7	335.7
Total Income Tax.....	334.8	421.6

Income taxes increased by Ps.86.8 million to Ps.421.6 million for the year ended December 31, 2015, compared to Ps.334.8 million for the year ended December 31, 2014. The effective tax rate reached 22.7% and 24.5% respectively, for 2014 and 2015.

The current tax increased to Ps.85.9 million for the year 2015, compared to Ps.20.1 for the same period in 2014, reflecting the consolidation of Don Carro, AFS and Resuelve tu Deuda in 2015.

The increase in the deferred tax for the year ended December 31, 2015, compared to the same period in 2014, was primarily due to the accounting and tax difference in the methodology for determining the allowance for loan losses and the interest accrued during the initial period of a loan.

Non-controlling interest

Non-controlling interest increased income by Ps.1.5 million for the year ended December 31, 2015, an increase of Ps.16.0 million compared to a loss of Ps.14.5 for the year ended December 31, 2014, as a result of the consolidation of the results of Directodo, AFS and Resuelve Tu Deuda.

Net income attributable to controlling interest

Net income attributable to controlling interest increased by Ps.146.6 million or 12.0%, to Ps.1,371.4 million for the year ended December 31, 2015, compared to Ps.1,224.8 million for the year ended December 31, 2014. The increase in net income attributable to controlling interest was primarily the result of the reasons mentioned above.

Results of Operations for the Year Ended December 31, 2014 Compared to the Year Ended December 31, 2013

Interest Income

The following table sets forth the components of our interest income for the years ended December 31, 2014 and 2013.

	Years Ended December 31,	
	2013	2014
	<i>(in millions of pesos)</i>	
Interest income from payroll loans.....	2,309.5	2,853.8
Interest income from used car loans.....	14.9	28.8
Interest income from small business loans.....	16.4	142.0

Interest income from durable goods loans	253.5	251.5
Interest income from group loans	130.2	51.1
Total interest income	<u>2,724.5</u>	<u>3,327.1</u>

For the year ended December 31, 2014, we had total interest income of Ps.3,327.1 million, reflecting an increase/decrease of Ps.602.6 million, or 22.1%, compared to Ps.2,724.5 million for the same period in 2013. Interest income earned on our payroll, small business and used car loans increased 23.6%, 763.3% and 93.0% respectively, while the interest income earned on our durable goods and group loans decreased 0.8% and 60.8%, respectively, during the same period. The average balance of our total loan portfolio during the year ended December 31, 2014 was Ps.12,688.1 million, an increase of Ps.3,927.4 million or 44.8%, from the Ps.8,328.4 million average balance during the year ended December 31, 2013. The increase in interest income was driven by the increase in the average loan portfolio of payroll and used car loans, together with the joint venture with Fondo H and an acquisition of a Ps.657.0 million portfolio in the small business loan product category, which was partially offset by a decrease in interest income from our group loan portfolio, primarily due to our change in strategy from operating as direct originators of group loans to providing funding to our partners Contigo and Somos Uno, in which we have minority equity participations.

Interest Expense

Total interest expense, which consists primarily of interest paid and accrued on our interest-bearing liabilities, increased Ps.159.1 million, reflecting a 22.0% increase to Ps.882.3 million for the year ended December 31, 2014 from Ps.723.1 million for the year ended December 31, 2013. This increase primarily resulted from an increase in our average level of indebtedness, which was used to finance the loan portfolio originated by our distributors. Our average balance of interest-bearing liabilities increased from Ps.8,328.4 million for the year ended December 31, 2013 to Ps.11,817.0 million for the year ended December 31, 2014, reflecting an increase of Ps.3,488.5 million, or 41.9%.

Financial Margin

Our financial margin increased by Ps.443.5 million, or 22.2%, to Ps.2,444.8 million for the year ended December 31, 2014, compared to Ps.2,001.4 million for the year ended December 31, 2013.

For the year ended December 31, 2014, the average interest rate earned from the average interest-earning assets was 23.7% and the average interest rate paid on interest-bearing liabilities was 7.5%, resulting in a net interest margin of 16.2%. Comparatively, the average interest rate earned from the average interest-earning assets during the year ended December 31, 2013 was 29.6% and the average interest rate paid on interest-bearing liabilities during the same period was 8.7%, resulting in a net interest margin of 20.9%.

Allowance for Loan Losses

Allowance for loan losses, the amount reserved for unrecoverable loans, decreased by Ps.139.9 million, or 34.6%, reflecting a decrease to Ps.264.5 million for the year ended December 31, 2014 from Ps.404.5 million for the year ended December 31, 2013. This decrease primarily reflects more effective collection efforts carried out during the year.

As of December 31, 2014, the balance of the allowance for loan losses was Ps.420.1 million, which was equal to 161.2% of the Ps.260.6 million non-performing portfolio on our balance sheet as of that date. As of December 31, 2013, the balance of the allowance for loan losses was Ps.203.2 million, which was equal to 128.2% of the Ps.158.5 million non-performing portfolio on our balance sheet as of that date.

Commissions and Fees Paid

The following table sets forth the components of our commissions and fees paid for the years ended December 31, 2014 and 2013.

	Year Ended December 31,	
	2013	2014
	<i>(in millions of pesos)</i>	
Commissions and fees to specialized retail chains ⁽¹⁾	-	-
Bank fees ⁽²⁾	11.6	6.3
Total administrative commissions and fees	11.6	6.3
Commissions and fees related to debt issuances ⁽³⁾	57.7	92.6
Other commissions and fees	0.4	0.1
Total commissions and fees paid	69.7	99.0

- (1) Commissions paid to distributors for the volume of loans originated, primarily for durable goods loans, based on the volume and conditions of such loans, such as interest rates and repayment periods, pursuant to the contracts entered into with our distributors.
- (2) Represents commissions paid for administrative and processing bank fees.
- (3) Commissions and fees related to debt issuances include commissions and fees to third parties (e.g., underwriters and legal fees) in connection with the issuance of notes, the incurrence of indebtedness under credit facilities, the partial credit guarantees (*por aval*) from NAFIN and the issuance of our Senior Notes, as well as commissions and fees payable to rating agencies.

Total commissions and fees paid increased by Ps.29.3 million, or 42.1%, to Ps.99.0 million for the year ended December 31, 2014 compared to Ps.69.7 million for the year ended December 31, 2013. This increase primarily resulted from commissions and fees on an increased amount of debt issued to fund our loan portfolio origination.

Administrative and Promotion Expenses

Administrative and promotion expenses, which consist primarily of personnel remuneration and benefits expenses, including expenses incurred for wages, year-end bonuses and vacation premiums, as well as expenditures related to our information technology systems and rents under our office lease agreements, increased by Ps.145.5 million to Ps.629.6 million for the year ended December 31, 2014, compared to Ps.484.1 million for the year ended December 31, 2013. The increase primarily resulted from the organic growth of the administrative services of the Company together with the consolidation of Directodo administrative expenses beginning in October 2014.

Operating Income

Operating income increased by Ps.422.2 million, to Ps.1,475.4 million, compared to Ps.1,053.3 million for the year ended December 31, 2013. This increase primarily resulted from an increase in the financial margin and a decrease in allowances for loan losses which were partially offset by an increase in commissions and fees paid and in administrative expenses.

Equity in Income of Associates

Equity in income of associates decreased by Ps.93.3 million, to Ps.98.6 million, for the year ended December 31, 2014, compared to Ps.191.9 million for the year ended December 31, 2013. This decrease primarily resulted from the consolidation starting in October 2014 of the results of Directodo as a majority-owned subsidiary.

Income Taxes

The following table sets forth the components of our income taxes for the years indicated.

	Year Ended December 31,	
	2013	2014
	<i>(in millions of pesos)</i>	
ISR:		
Current.....	-	20.1
ISR:		
Deferred.....	241.6	314.7
Total Income Tax	<u>241.6</u>	<u>334.8</u>

Income taxes increased by Ps.93.2 million to Ps.334.8 million for the year ended December 31, 2014, compared to Ps.241.6 million for the year ended December 31, 2013. The effective tax rate reached 22.7% and 22.9% respectively for 2014 and 2013.

The current tax increase of Ps.20.1 million for the year ended December 2014 compared to the prior year reflects the increase of operating income, combined with the consolidation of Directodo.

The increase in deferred tax is attributed mainly to accounting and tax differences, including a new tax law enacted in 2014, and changes in the methodology for determining the allowance for loan losses, advance payments and interest accrued during the initial period of a loan.

Non-controlling interest

Non-controlling interest decreased income by Ps.14.5 million for the year ended December 31, 2014, as a result of the consolidation of the results of Directodo, which was consolidated starting in October 2014 when we exercised our option to purchase the remaining 51% of Directodo.

Net income attributable to controlling interest

Net income attributable to controlling interest increased by Ps.221.2 million or 22.0% to Ps.1,224.8 million for the year ended December 31, 2014, compared to Ps.1,003.6 million for the year ended December 31, 2013. The increase in net income attributable to controlling interest was primarily the result of the reasons mentioned above.

Liquidity and Capital Resources

Our treasury is charged with providing the resources needed to ensure that we can satisfy our working capital needs by securing a liquidity platform that allows us to achieve our aggressive growth projections. To this end, we have diverse sources of financing, such as bank credit lines, bond issuances in the local market and international markets. In addition, we constantly evaluate other potential sources of financing, such as the monetization of our portfolio and issuances of bond debt with partial guarantees.

The funds maintained in investments have been established during each quarter with the objective of providing the resources needed to fulfill our funding requirements. Short-term investments will serve to maximize value lost by maintaining these funds. If we have excess liquidity that will not be used in the short-term, we will analyze possible long-term investment opportunities, including in foreign currency. Investment proposals must include a certain combination of risk, yield, and financial instruments. We prioritize those investments that can be exchanged immediately for liquid capital.

As of March 31, 2016, we held Ps.918.7 million of cash and cash equivalents. Similarly, as of March 31, 2016, we had investments in securities valued at Ps.234.1 million, of which Ps.145.0 million were invested in financial instruments denominated in U.S. dollars, while the remaining Ps.89.1 million were denominated in pesos.

One of our sources of funding are notes (debt securities) publicly issued and placed in Mexico under our notes program. Other sources of funding are bank credit lines, including both revolving and term credit lines, provided by recognized financial institutions and our U.S. dollar-denominated 2019 Senior Notes, which were issued in 2014.

Our total indebtedness (excluding accrued interest) increased by Ps.8,054.3 million, or 64.4%, from Ps.12,502.7 million as of March 31, 2015 to Ps.20,557.0 million as of March 31, 2016.

As of March 31, 2016, Ps.6,408.5 million, or 31.2%, of our total indebtedness (excluding accrued interest) consisted of short-term notes and outstanding bank credit lines due to mature in 2016. The remaining Ps.14,148.6 million, or 68.8%, of our total indebtedness (excluding accrued interest) consisted of both short-term and long-term notes and outstanding bank credit lines due to mature after 2019, and our 2019 Senior Notes, which mature in 2019. As of March 31, 2016, we had a debt-to-equity ratio of 2.85 to 1. We continue to evaluate other financing sources, such as the securitization of portions of our loan portfolio, issuances of debt securities and bank credit lines.

The following tables present our total indebtedness (excluding accrued interest) as of December 31, 2013, 2014 and 2015 and as of March 31, 2015 and 2016 related to notes publicly issued in Mexico and bank financings in the form of credit lines:

	As of December 31						As of March 31,			
	2013		2014		2015		2015		2016	
	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate
	<i>(in millions of pesos, except percentages)</i>									
Bank financings:										
At period end.....	4,070.9	7.24%	4,196.0	6.38%	5,484.3	6.37%	3,730.8	6.24%	7,403.7	7.62%
Average during period.....	2,767.4	7.88%	3,825.8	7.02%	4,608.2	6.22%	3,778.6	6.79%	5,319.4	6.33%
Maximum month-end balance.....	4,070.9	7.24%	4,196.0	6.38%	5,484.3	6.37%	4,196.0	6.38%	7,466.1	5.60%
Bond issuances:										
At period end.....	3,033.9	6.55%	2,565.0	6.03%	3,605.0	5.62%	2,765.0	5.17%	4,378.0	5.33%
Average during period.....	2,472.6	6.12%	2,085.6	6.16%	3,008.3	5.53%	2,174.3	5.77%	3,316.5	5.49%
Maximum month-end balance.....	3,045.0	5.50%	2,642.8	6.03%	3,605.0	5.62%	2,765.0	5.17%	4,378.0	5.33%
Total borrowings at period end (excluding accrued interest).....	7,104.8	6.95%	6,761.0	6.25%	9,089.3	6.07%	6,495.8	5.78%	11,781.7	6.77%

The following tables present, as of December 31, 2013, 2014, and 2015 and as of March 31, 2015 and 2016 our total indebtedness (excluding accrued interest) related to our 2019 Senior Notes:

	As of December 31						As of March 31,			
	2013		2014		2015		2015		2016	
	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate
	<i>(in millions of pesos, except percentages)</i>									
10.250% Senior Notes due 2015 and 7.500% Senior Notes due 2019:										
At period end.....	2,817.6	13.41%	6,898.8	9.06%	6,299.9	8.18%	6,006.9	8.11%	6,404.7	8.74%
Average during period.....	2,783.0	13.39%	5,577.8	9.26%	6,059.6	8.41%	6,106.1	8.83%	6,151.6	8.48%
Maximum month-end balance.....	2,953.4	13.65%	6,898.8	9.06%	6,299.9	8.18%	6,898.8	9.06%	6,404.7	8.74%
Total.....	2,817.6	13.41%	6,898.8	9.06%	6,299.9	8.18%	6,006.9	8.11%	6,404.7	8.74%

The following table presents, as of March 31, 2016 the indebtedness of our affiliates (excluding accrued interest):

	As of March 31, 2016					
	AFS		Instacredit		Resuelve	
	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate
	<i>(in thousands of pesos, excluding percentages)</i>					
Bank financings						
At period end.....	741.8	3.50%	1,626.6	12.41%	2.3	8.00%
Average during period.....	763.9	3.50%	1,746.6	12.41%	2.9	8.00%
Maximum month-end balance	891.5	3.50%	2,068.1	12.34%	3.6	8.00%
Total	741.8	3.50%	1,626.6	12.41%	2.3	8.00%

Our management expects that cash flow from operations and other sources of liquidity will be sufficient to meet our liquidity requirements over the next 12 months. The main source of our cash flow from operations is collections of installment payments on the loans in our loan portfolio.

The table below presents our projected collections of principal and interest on outstanding loans in our loan portfolio (Collections) and our projected obligations under our outstanding indebtedness as of March 31, 2016, including interest payments and the repayment of principal at maturity (Obligations), during the second, third and fourth quarters of 2014 and the first quarter of 2017, on a quarterly basis and in an aggregate amount over those periods. As set forth in the table, our collections, assuming no material change in the default rate of our loan portfolio, are expected to exceed our financial obligations during each quarter.

	2016			2017	Aggregate
	Second Quarter	Third Quarter	Fourth Quarter	First Quarter	
	<i>(in millions of pesos)</i>				
Collections.....	4,554.5	2,796.1	2,393.9	2,784.9	12,529.4
Obligations	2,456.0	1,605.5	3,362.5	1,311.0	8,735.0

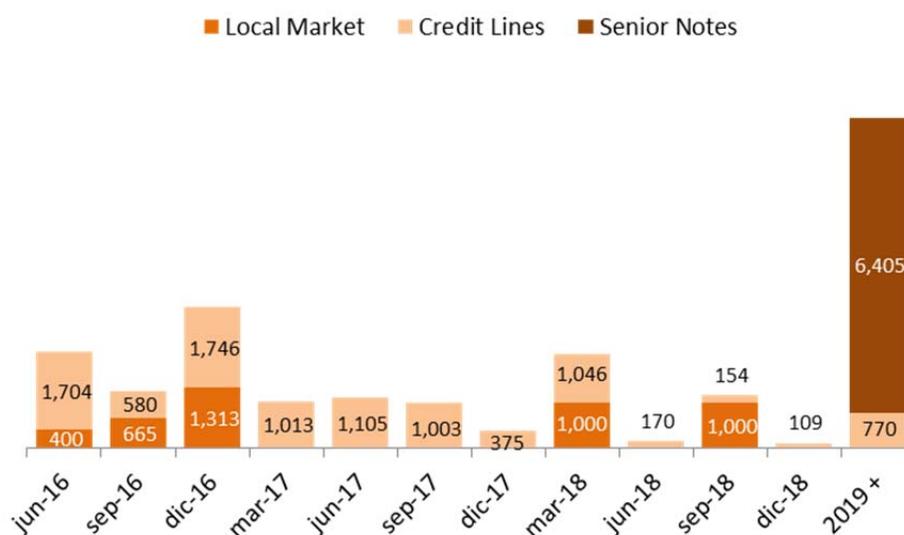


Contractual Obligations

The table below sets forth information regarding our contractual obligations (excluding accrued interest) as of March 31, 2016.

	As of March 31, 2016				2019 and Thereafter
	TOTAL	2016	2017	2018	
	<i>(in millions of pesos)</i>				
Debt (excluding accrued interest and mark-to-market): ⁽¹⁾					
Short-term debt	3,119.7	3,119.7			
Current portion of long-term debt	8,432.6	2,688.8	3,495.1	1,479.1	769.7
Long-term debt	9,004.7	600.0		2,000.0	6,404.7
Operating leases	-				
Total contractual obligations (excluding accrued interest and mark-to-market)	20,557.0	6,408.5	3,495.1	3,479.1	7,174.4

(1) For further information regarding the calculation of our contractual obligations, please see Note 13 to our annual financial statements.



As of March 31, 2016, our weighted debt maturity is 1.8 years. In contrast, our weighted debt maturity was 1.1 years as of December 2013, 2.5 years as of December 31, 2014, 1.9 years as of December 31, 2015, and 2.3 years as of March 31, 2015.

As of March 31, 2016, Ps.3,057.4 million, or 14.9%, of our outstanding indebtedness (excluding accrued interest) was secured by collateral.

As of March 31, 2016, our contractual obligations denominated in U.S. dollars represented US\$640 million aggregate principal amount, US\$425 million of 2019 Senior Notes issued in 2014 and US\$215 million of three syndicated credit lines. However, except for US\$50 million relating to the 2019 Senior Notes, the principal and interest payments related to these obligations were fully hedged through cross currency swaps, which in some cases employ exchange rate caps.

As of March 31, 2016, we were in compliance with all payments of principal and interest under our outstanding indebtedness. The instruments governing our existing indebtedness contain certain covenants that limit the future actions we may take or transactions that we may enter into. Following is a brief description of the principal terms of such instruments.

Indenture Governing Our 2019 Senior Notes

On March 13, 2014, we entered into an indenture pursuant to which we initially issued and sold US\$350 million aggregate principal amount of 2019 Senior Notes, followed by an additional issuance of US\$75 million aggregate principal amount of 2019 Senior Notes thereunder on March 18, 2014. The 2019 Senior Notes will mature on March 13, 2019. As of March 31, 2016, we had US\$425 million of indebtedness outstanding under this indenture. The indenture governing the 2019 Senior Notes contains covenants that limit the creation of liens by us and any subsidiaries of ours, and will permit us and any subsidiaries to consolidate or merge with, or transfer all or substantially all of our assets, only if any such transaction complies with certain requirements. In addition, subject to a number of important exceptions and qualifications, the indenture (as amended or supplemented from time to time) governing the 2019 Senior Notes limits our ability and the ability of any subsidiaries of ours to incur additional indebtedness, pay dividends or redeem capital stock, make restricted payments, enter into certain transactions with shareholders and affiliates, secure our indebtedness and the indebtedness of our subsidiaries, guarantee debts and sell assets.

Our 2019 Senior Notes are subject to the concurrent Tender Offer. See “Summary—Concurrent Tender Offer and Consent Solicitation.”

Loan Agreements

We have access to bank credit lines in an aggregate amount of Ps10,851.5 million as of March 31, 2016. As of March 31, 2016, an aggregate amount of Ps.9,774.5 million is outstanding from such bank credit lines. As of March 31, 2016, approximately Ps.2,652.1 million, or 13.3%, of our loan portfolio was pledged to secure our obligations under certain of our credit facilities. As of March 31, 2016, approximately Ps.1,077.0 million remains available under our bank credit lines.

Loan Agreement with NAFIN

On March 18, 2005, the Company entered into a term credit facility with NAFIN (as amended and supplemented on March 14, 2006, October 7, 2008, March 10, 2009, April 24, 2009, September 3, 2010, September 27, 2011, January 8, 2013, August 30, 2013 and November 7, 2014) for an aggregate principal amount of Ps.1,500.0 million for purposes of granting equipment and business loans. This credit facility has an indefinite term. As of March 31, 2016, we had Ps.1,428.4 million of indebtedness outstanding under this credit facility. This agreement does not have a maturity date. We are subject to certain restrictive covenants under the terms of this credit facility that, among other things, limit our ability to sell or assign the accounts receivable we originate and fund with the proceeds of this loan.

Loan Agreement with Banco Invex

On September 2, 2015, we entered into a secured term credit facility with Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero (“Banco Invex”), with a total principal amount of Ps.250.0 million. This credit facility will mature on March 26, 2017. The loans under this credit facility bear interest at a rate equal to THIE plus an applicable margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016 the outstanding principal amount under this contract was Ps.182.7 million. This credit facility requires us to comply with certain covenants that, among other things, limit our ability to: (1) sell, lease or grant bailment on our assets, (2) conduct mergers or spin-offs; (3) reduce our capital stock; and (4) modify our capital structure. Furthermore, under the terms of this facility, we are required to inform Banco Invex of any amendment to our bylaws and changes in our capital structure. This credit facility is secured by a pledge of a portion of our accounts receivable.

Loan Agreement with Banco Ve por Más

On May 14, 2015, we entered into a secured revolving credit facility with Banco Ve por Más, S.A., Institución de Banca Múltiple, Grupo Financiero Ve por Más (“Banco Ve por Más”) with a maximum aggregate principal amount of Ps.300.0 million. This credit facility will mature on December 15, 2019. The loans under this credit facility bear interest at a fixed or variable rate equal to TIE plus an applicable margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016, we had Ps.213.7 million of indebtedness outstanding under this credit facility. This credit facility requires us to comply with certain restrictive covenants that, among other things, limit our ability to: (1) sell assets, (2) provide collateral to lenders, (3) reduce our capital stock and (4) modify our capital structure. This credit facility is secured by a pledge of a portion of our accounts receivable.

Loan Agreements with Bancomer

On May 26, 2015, we entered into a secured credit facility with BBVA Bancomer, S.A. Institución de Banca Múltiple (“Bancomer”) Grupo Financiero BBVA Bancomer for an aggregate principal amount of Ps.400.0 million. The loans under this credit facility bore interest at a fixed or variable rate equal to TIE plus an applicable margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016, we had Ps.400.0 million of indebtedness outstanding under this credit facility. This credit facility required us to comply with certain restrictive covenants that, among other things, limit our ability to: (1) sell assets; (2) provide collateral to lenders; (3) incur additional indebtedness, as well as require us to maintain (A) a ratio of non-performing loans to total loans less than or equal to 5%, and (B) a coverage ratio of non-performing loans greater than or equal to 1.2x. This credit facility was secured by a pledge of a portion of our accounts receivable. This credit facility matured on May 26, 2016 and was fully repaid.

Loan Agreement with Scotiabank

On April 26, 2013, we entered into a term loan facility secured by a pledge with Scotiabank Inverlat S.A. Institución de Banca Múltiple (“Scotiabank”), Grupo Financiero Scotiabank Inverlat (as amended on September 3, 2015), with a maximum aggregate principal amount of Ps.370.0 million. This credit facility will mature on April 28, 2018. The loans under this credit facility bear interest at a fixed or variable rate equal to TIE plus an applicable margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016, the unpaid amount under this credit facility was Ps.345.2 million. This credit facility requires us to comply with certain restrictive covenants that, among other things, limit our ability to: (1) sell, lease or transfer assets; (2) provide collateral to lenders; (3) conduct mergers or spin-offs; (4) enter into derivative transactions for speculative purposes; (5) incur additional indebtedness; and (6) modify our capital structure, as well as require us to maintain (A) a minimum capitalization ratio of 13.5%, (B) a ratio of non-performing loans to total loans less than or equal to 5% and (C) a minimum risk coverage of 95%, among others. This credit facility is secured by a pledge of a portion of our accounts receivable.

Loan Agreement with Banco Del Bajío

On April 12, 2013, we entered into a credit facility secured by a pledge with Banco del Bajío, SA, Institución de Banca Múltiple (as amended on March 26, 2014 and June 29, 2015), with a maximum aggregate principal amount of Ps.300.0 million. This credit facility will mature June 29, 2021. The loans under this credit facility bear interest at a fixed or variable rate equal to TIE plus an applicable margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016, the outstanding amount under this credit facility was Ps.245.8 million. This credit facility requires us to comply with certain covenants that, among other things, limit our ability to: (1) provide collateral to lenders, (2) reduce our capital stock, (3) conduct mergers or spin-offs and (4) modify our corporate structure. This credit facility is secured by a pledge of a portion of our accounts receivable.

Loan Agreements with Multiva

On December 11, 2015, we entered into a credit facility secured by a pledge with Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, with a maximum aggregate principal amount of Ps.100.0 million. This credit facility will mature on December 11, 2017. The loans under this credit facility bear interest at a

fixed or variable rate equal to TIIE plus an applicable margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016, the outstanding amount under this credit facility was Ps.100.0 million.

On April 18, 2016, we entered into a credit facility secured by a pledge with Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, with a maximum aggregate principal amount of Ps.100.0 million. This credit facility will mature on April 18, 2018. The loans under this credit facility bear interest at a fixed or variable rate equal to TIIE plus an applicable margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016, the outstanding amount under this credit facility was Ps.100.0 million.

Loan Agreement with Barclays

On December 2, 2014, we entered into a term loan facility secured by a non-possessory pledge with several lenders party thereto, Barclays Bank PLC, as administrative agent and collateral agent (“Barclays”), as well as Barclays and Sumitomo Banking Corporation as joint lead arrangers, with a maximum aggregate principal amount of US\$74.0 million. This credit facility will mature on December 5, 2016. The loans under this credit facility bear interest at a variable rate equal to LIBOR plus 4.75%. As of March 31, 2016, the outstanding amount under this credit facility was US\$15.0 million. This credit facility requires us to comply with certain restrictive covenants that, among other things, limit our ability to (1) amend or modify our bylaws; (2) conduct mergers or spin-offs except as permitted thereunder; (3) sell, lease or transfer assets except as permitted thereunder, (4) pay dividends, except as permitted thereunder; (5) acquire any short or long term indebtedness other than permitted indebtedness thereunder; and (6) create or permit to be created any lien except for permitted liens thereunder, as well as requires us to maintain (A) a capitalization ratio equal to or greater than 0.135:1.00; (B) a delinquency ratio equal to or lower than 0.04:1.00; (C) a risk coverage ratio equal to or greater than 1.00:1.00; (D) a minimum collateral coverage ratio equal to or greater than 1.30:1.00; and (E) a minimum liquidity ratio equal to or greater than 1.10:1.00. This credit facility is secured by a pledge of a portion of our accounts receivable.

Loan Agreements with Credit Suisse

On April 9, 2015, we entered into a term loan facility with several lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent, and Credit Suisse Securities (USA) LLC, as lead arranger, with a maximum aggregate principal amount of US\$100.0 million. This credit facility will mature on April 14, 2017. The loans under this credit facility bear interest at a variable rate equal to LIBOR plus 6.1%. As of March 31, 2016 the outstanding amount under this credit facility was US\$100.0 million. This credit facility requires us to comply with certain restrictive covenants that, among other things, limit our ability to (1) conduct mergers or spin-offs except as permitted thereunder; (2) sell, lease or transfer assets except as permitted thereunder; (3) pay dividends; and (4) create or permit to be created any lien except for permitted liens thereunder, as well as requires us to maintain (A) a capitalization ratio equal to or greater than 0.135:1.00; (B) a delinquency ratio equal to or lower than 0.04:1.00; (C) a risk coverage ratio equal to or greater than 1.00:1.00; (D) a leverage ratio equal to or lower than 3.5:1.00; and (E) a minimum liquidity ratio equal to or greater than 1.10:1.00.

On February 19, 2016, we entered into a term loan facility with several lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent, with a maximum aggregate principal amount of US\$100.0 million. This credit facility will mature on February 19, 2018. The loans under this credit facility bear interest at a variable rate equal to LIBOR plus 8.15%. As of March 31, 2016 the outstanding amount under this contract was US\$100.0 million. This credit facility requires us to comply with certain restrictive covenants that, among other things, limit our ability to (1) conduct mergers or spin-offs except as permitted thereunder; (2) sell, lease or transfer assets except as permitted thereunder; (3) pay dividends; and (4) create or permit to be created any lien except for permitted liens thereunder, as well as requires us to maintain (A) a capitalization ratio equal to or greater than 0.135:1.00; (B) a delinquency ratio equal to or lower than 0.04:1.00; (C) a risk coverage ratio equal to or greater than 1.00:1.00; (D) a leverage ratio equal to or lower than 3.5:1.00; and (E) a minimum liquidity ratio equal to or greater than 1.10:1.00.

Loan Agreement with Bladex

On November 30, 2015, we entered into a credit facility with Banco Latinoamericano de Comercio Exterior, S.A., with a maximum aggregate principal amount of Ps.420.0 million. This credit facility will mature on November 28, 2018. The loans under this credit facility bear interest at a fixed or variable rate equal to TIIE plus an applicable

margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016, the outstanding amount under this contract was Ps.420.0 million. This credit facility requires us to comply with certain restrictive covenants that, among other things, limit our ability to: (1) sell assets; (2) provide collateral to lenders; (3) conduct mergers or spin-offs; (4) reduce our capital stock; and (5) modify our capital structure; as well as requires us to maintain (A) a capitalization ratio equal to or greater than 13.5%; (B) a leverage ratio equal to or lower than 3.5%; (C) maintain a ratio of non-performing loans to total loans less than or equal to 5%; (D) minimum liquidity ratio equal to or greater than 1.10; and (E) a risk coverage ratio equal to or greater than 100%.

Loan Agreement with SMBC

On January 27, 2016, the Company entered into a term loan facility secured by a pledge with SMBC, S.A.P.I de C.V., SOFOM E. R. with a maximum aggregate principal amount of Ps.400.0 million. This credit facility will mature on February 2, 2018. The loans under this credit facility bear interest at a fixed or variable rate equal to THIE plus an applicable margin set forth in the promissory notes that evidence each disbursement. As of March 31, 2016, the outstanding amount under this credit facility was Ps.400.0 million. This credit facility requires us to comply with certain restrictive covenants that, among other things, limit our ability to (1) conduct mergers or spin-offs; (2) amend or modify our bylaws; (3) pay dividends except as permitted thereunder; and (4) provide collateral to lenders except as permitted thereunder, as well as require us to maintain (A) a capitalization ratio equal to or greater than 13.5%; (B) a ratio of non-performing loans to total loans less than or equal to 4%, (C) a risk coverage ratio equal to or greater than 100%, (D) a collateral coverage ratio equal to or less than 65% and (E) a minimum liquidity ratio equal to or greater than 1.10.

Loan Agreement with Banamex (Resuelve tu Deuda)

On August 8, 2014, Soluciones Integrales Jazove S.A.P.I. de C.V., entered into a credit facility with Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex for a maximum aggregate principal amount of Ps.4.5 million. This credit facility matures 36 months after its execution date. The loans under this credit facility bear interest at a fixed annual rate of 8.0%. As of March 31, 2016, the outstanding amount under this credit facility was Ps.2.3 million. Two individuals, former shareholders of the company, are joint obligors of the borrower. The facility terms allow partial or full prepayments without penalty and require the borrower and its joint obligors to comply with certain restrictive covenants that, among other things, limit our ability to: (1) sell or impose a lien over assets; (2) provide collateral to lenders; (3) conduct mergers, transformations or spin-offs; and (4) transfer the shares that represent our capital stock or change the control of the company.

Loan Agreement with Wells Fargo (AFS)

On June 30, 2013, the Company's subsidiary AFS entered into a senior credit facility with Capital One, National Association as lender and administrative agent, as well as Wells Fargo N.A. as lender, secured by a pledge over all the assets of AFS, with a maximum aggregate principal amount of US\$75.0 million. As per its sixth amendment this credit facility will mature on October 20, 2016. The loans under this credit facility bear interest at a variable rate equal to LIBOR plus 3.25% to 3.75%, depending on the leverage ratio. As of March 31, 2016, the outstanding amount under this credit facility was Ps.741.8 million, or US\$43 million. This credit facility requires us to comply with certain restrictive covenants that, among other things, limit AFS's ability to (1) conduct mergers or spin-offs except as permitted thereunder; (2) sell, lease or transfer assets except as permitted thereunder; (3) pay dividends; and (4) create or permit to be created any lien except for permitted liens thereunder, and requires AFS to maintain (A) a Maximum Leverage Ratio (as defined therein) of no more than 3.75; (B) a Collateral Performance Indicator (as defined therein) of 18% to 20% (depending on the month of the year); (C) current assets equal to the greater of U.S.\$550,000 and 2% of its Net Eligible Receivable Balance (as such term is defined therein); and (D) a Minimum Fixed Charge Coverage Ratio (as such term is defined therein) of 1.20.

Loan Agreements of Instacredit

Our subsidiary Instacredit, S.A., is the borrower under 14 credit facilities (the "Facilities"), five of which are revolving. The creditors under the Facilities are Banco de Costa Rica, Banco Nacional de Costa Rica, Banco Crédito Agrícola de Cartago, Prival Bank (Costa Rica), (previously known as Banco de Soluciones Bansol de Costa Rica, S.A.), Banco Davivienda (Costa Rica), S.A., Financiera GYT Continental Costa Rica S.A., Banco Promerica de

Costa Rica, S.A., and Republic Bank Limited. The total amount of the Facilities is ₡23.2 billion and US\$5.6 million. Of the Facilities, four mature in 2016, four in 2017, three in 2019, and three in 2020. Twelve of the Facilities bear interest at a variable annual interest rate and two have fixed annual rates which range between 8% and 21%. As of March 31, 2016, the outstanding amount under the Facilities was Ps.1,626.6 million. Payment obligations under the Facilities are secured by security trusts and/or personal guarantees. The Facilities require us to comply with certain restrictive covenants that, among other things, limit our ability to: (1) sell or impose a lien over assets, (2) provide collateral to lenders, (3) conduct mergers, transformations or spin-offs, (4) transfer the shares that represent its capital stock (5) pay dividends and (6) grant loans, as well as require Instacredit to maintain the following: (A) a ratio of floating assets to current liabilities greater than 1; (B) a ratio of total debt to total assets equal to or less than 80%; (C) an interest coverage ratio greater than 1; and (D) a minimum cash flow as required by each respective lender.

Bond Programs

On November 15, 2011, we established a revolving long-term note program which will expire on November 15, 2016, with an aggregate principal amount of up to Ps.2,500.0 million which was increased to an aggregate principal amount of up to Ps.5,000 million on March 23, 2016. Under this program we have three outstanding issuances: the first of a total of Ps.600 million which matures on November 18, 2016, a second issuance of a total of Ps.1,000.0 million which matures on March 23, 2018 and the third issuance of a total of Ps.1,000 million which matures on September 13, 2018. The bonds under this program were originally registered in the RNV under Registration No. 2331-4.15-2011-004, and Registration No. 2331-4.15-2016-005 after renewing their securities registration, and in the corresponding listing on the Mexican Stock Exchange.

On August 19, 2014, the CNBV authorized the registration on the RNV of a new short-term note program, under which we were allowed to publicly issue a maximum aggregate principal amount of Ps.2,500.0 million. This program will expire on August 19, 2016. As of March 31, 2016, we had eight outstanding issuances with an aggregate principal amount of Ps.1,778.0 million. The bonds under this program were registered in the RNV under Registration No. 2331-4.16-2014-010 and in the corresponding listing on the Mexican Stock Exchange.

The instruments governing our bonds contain certain covenants that, among other things, limit our ability to: (1) pay dividends; (2) guarantee the obligations of third parties; (3) conduct mergers; (4) reduce our capital stock; (5) enter into derivative transactions, unless they are entered into for hedging purposes; (6) amend our bylaws; and (7) incur additional indebtedness unless certain minimum financial ratios applicable to us are met.

As of March 31, 2016, we had eleven outstanding issuances of notes with a combined aggregate principal amount of Ps.4,378 million. As of March 31, 2016, three of our outstanding issuances of notes had a maturity (as measured from the date of issuance) of greater than one year, which we consider long-term notes and our eight remaining outstanding issuances of notes had a maturity (as measured from the date of issuance) of less than one year, which we consider short-term notes.

Below is a summary of our outstanding Peso-denominated notes (excluding accrued interest) as of March 31, 2016:

Issuance Date	Maturity Date	Principal Amount (in pesos)	Interest Rate	Term (Days)	Ticker
August 27, 2015	July 28, 2016	100,000,000	THIE + 1.29	336	CREAL-00615
September 3, 2015	August 4, 2016	200,000,000	THIE + 1.30	336	CREAL-00715
October 29, 2015	September 29, 2016	365,000,000	THIE + 1.30	336	CREAL-00815
November 21, 2014	November 18, 2016	600,000,000	THIE + 2.30	728	CREAL-14
February 25, 2016	December 1, 2016	180,000,000	THIE + 1.30	280	CREAL-00316
March 3, 2016	December 8, 2016	257,957,300	THIE + 1.35	280	CREAL-00416
January 21, 2016	December 22, 2016	275,000,000	THIE + 1.30	336	CREAL-00216
October 9, 2015	March 23, 2018	1,000,000,000	THIE + 2.00	896	CREAL-15
March 31, 2016	September 13, 2018	1,000,000,000	THIE + 2.70	896	CREAL-16

May 5, 2016	April 6, 2017	300,000,000	TIIE + 1.80	336	CREAL-00516
June 17, 2016	September 9, 2016	217,500,000	TIIE + 1.30	84	CREAL-00616
June 17, 2016	December 2, 2016	182,500,000	TIIE + 1.50	168	CREAL-00716
June 30, 2016	November 17, 2016	250,000,000	TIIE + 1.45	140	CREAL-00816
July 4, 2016	November 17, 2016	100,000,000	TIIE + 1.45	136	CREAL-00916

Off Balance Sheet Arrangements

As of March 31, 2016, we did not have any off balance sheet arrangements.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to various market risks associated with our assets, liabilities and operations, including risks related to interest rates, credit, inflation and exchange rates. We continually assess our exposure to market risk that arises in connection with our operations and financial activities.

Credit Risk

Credit risk is the possibility of a loss arising from a credit event, such as the failure by a borrower to make principal and interest payments under previously agreed terms, which causes an asset to lose value. The purpose of credit risk management is to mitigate and optimize credit risk, keeping our exposure to credit risk within a permissible level relative to our capital, in order to maintain the soundness of our assets and to ensure returns commensurate with risk. Our current credit policy sets forth uniform and basic operating concepts, code of conduct and standards for credit operations. By giving our employees extensive credit training, we aim to achieve a high standard of credit risk management, and create a better credit risk management culture within Crédito Real.

We have developed and refined our own proprietary underwriting standards and a digitalized credit review system, which help ensure high-quality loan portfolios and a faster credit approval process. In reviewing credit applications, we rely on both quantitative and qualitative measures, allowing us to utilize our knowledge and experience to better evaluate credit risk on a case-by-case basis. We believe our risk analysis systems allow us to make better credit decisions when evaluating credit applications from customers with limited or no credit histories or who work in the informal economy. We believe that our business model limits our credit exposure to credit risk. Our payroll loans are repaid on behalf of our borrowers through direct charges from the borrowers' paychecks pursuant to express written instructions from the borrowers. These instructions authorize a borrower's public-sector employer or labor union to make fixed installment payments during the term of the payroll loan from the borrower's payroll wages before those wages are paid. In the case of group loans, we require our customers to provide a security deposit equivalent to 10% of the principal loan amount prior to the disbursement of each loan, and each group member jointly and severally guarantees each other group member's obligations, assuming joint responsibility for any missed payment by another group member. In addition, payments on our durable goods loans are supported by our possession of invoices for the goods purchased with the proceeds of such loans, facilitating repossession and limiting the ability of borrowers to dispose of the goods before the loans are fully repaid. However, for purposes of enforcing our collection rights, we use only the promissory notes (*pagarés*) that evidence the corresponding loans.

As part of our ongoing process to monitor risks, we monitor the credit collection process, which is a crucial aspect of our credit process. We analyze, evaluate and monitor each loan individually. Special attention is paid to non-performing loans, and stricter measures are used to monitor these loans.

Inflation Risk

Historically, high levels of inflation in Mexico have led to higher interest rates, depreciation of the peso and substantial government controls over exchange rates and prices. Increased inflation generally increases our cost of

funding, which we may not be able to pass on to our customers through higher interest rates without adversely affecting the volume of the loans we originate. The level of and fluctuations in interest rates affect our ability to earn a spread between interest received on our loans and the cost of our funding. All of our loans have fixed interest rates, which may not reflect the real return we are receiving in an inflationary environment and may not, as a result, fully compensate us for the risk we are bearing on our loan portfolio. If the rate of inflation increases or becomes uncertain and unpredictable, our business, financial condition and results of operations could be adversely affected.

According to figures issued by INEGI, the annual rate of inflation in Mexico, as measured by changes in the National Consumer Price Index, was 3.8% in 2007, 6.5% in 2008, 3.6% in 2009, 4.4% in 2010, 3.8% in 2011, 3.6% in 2012, 4.0% in 2013, 4.1% in 2014 and 2.1% in 2015. High inflation can adversely affect consumer purchasing power and, thus, reduce the demand for the loan products we offer.

Fluctuations in Exchange Rates Between the Mexican Peso and the U.S. dollar

We are exposed to foreign currency exchange rate risk and U.S. dollar-denominated interest rate risk as a result of our obligations contracted in this currency. Of the total aggregate amount of US\$425.0 million from our 2019 Senior Notes, we entered into cross currency swap contracts for a total amount of US\$375.0 million and the remaining US\$50.0 million had a natural hedge from our used car loan portfolio originated in the United States. Additionally we have three syndicated credit lines for a total aggregate amount of US\$215.0 million that also was hedged by cross currency swap contracts.

These instruments effectively allow us to fix the exchange rate at which the coupon and principal payments related to our contractual obligations. We entered into these cross currency swaps to ensure that any depreciation of the peso with respect to the U.S. dollar during the term of our debt, does not increase our debt obligations in peso terms and does not limit our ability to meet our foreign currency-denominated obligations. Therefore, under the cross currency swaps, we deliver pesos to the counterparty under the swap at the beginning of the period and will receive amounts from our counterparties in U.S. dollars. Thus, essentially through these swaps funds received by us from our lending activities in local currency are applied to service our foreign currency (U.S. dollar) obligations without the need to convert pesos to U.S. dollars.

Additionally we entered into a collar by purchasing a put at Ps.14.50 and the sale of a call at Ps.20.00 per U.S. dollar at the end of the transaction in March 2019, for US\$75.0 million of our 2019 Senior Notes. For accounting purposes, the Company has designated these instruments as hedging, recording fair value changes in the results of the period.

Regarding the syndicated loans, in order to improve the financial cost of the Company we acquired an exchange rate option for a total amount of US\$15.0 million, with the sale of a call at Ps.17.00 per U.S. dollar at the end of the transaction on December 2016, another for a total amount of US\$100.0 million, with the sale of a call at Ps.17.00 per U.S. dollar at the end of the transaction in March 2017. For the remaining US\$100.0 million, an exchange rate option was contracted with the sale of a call at Ps.20.00 per U.S. dollar at the end of this transaction in February 2018. For accounting purposes, the Company has designated these instruments as hedging, recording fair value changes in the results of the period.

Any appreciation of the peso with respect to the U.S. dollar during the term of the debt may result in mark-to-market losses, which in turn, could trigger margin calls. Therefore, we have entered into credit lines with our cross currency swap counterparties that help mitigate the risks of having post collateral with our swap counterparties in order to satisfy margin calls. No margin calls were made by the Company between 2013 and March 31, 2016.

We have determined that the cross currency swap instruments meet the criteria to be accounted for as a fair value hedge. Accordingly, the value of the cross currency swaps and the related hedged debt receive fair value accounting treatment.

Cross currency swap agreements are managed in line with our risk policy, the treasury handbook and require authorization from our credit, risk and treasury committee. As a result, we can only enter into derivative financial instruments for hedging purposes.

The effectiveness of our cross currency swaps is measured through a regression model. This model measures the correlation between the change of the reasonable value of the primary position and the value of the hedging instrument. A retrospective effective test measures the difference between the primary position and the fair value of the cross currency swaps. This is measured by evaluating the net present value of the expected cash flows of both the primary position and the fair value of the cross currency swaps, discounted at the risk free rate.

The hedge is considered effective if both tests are in the range between 80% and 125%. As of March 31, 2016, both tests showed that the hedge was 100% effective.

Interest Rate Risk

We are exposed to interest rate and maturity mismatches between our loans and sources of funding. Our loan portfolio consists entirely of loans bearing interest at fixed rates, and the yield from our loans depends on the spread between our cost of funding and the interest rates we charge our customers. An increase in interest rates, or general uncertainty about changes in interest rates, could affect demand for credit, and thus demand for our direct and indirect financing products. In addition, an increase in market interest rates in Mexico could increase our cost of funding under circumstances in which we could not timely and fully increase interest rates we charge to our customers. Such a situation could reduce the spread we earn on our loan portfolio.

Any mismatch between the maturity of our loan portfolio and our sources of funds could magnify the effect of any imbalance in interest rates, also representing a liquidity risk if we fail to obtain funding on an ongoing basis. An increase in our total cost of funds for any of these reasons could result in an increase in the interest rates on our loans, which could, as a result, affect our ability to attract new customers.

Interest rate fluctuations in Mexico have a significant effect on our business. While our interest-earning assets bear fixed interest rates, all of our interest-bearing liabilities currently carry floating interest rates equal to the 28-day TIIE, plus a spread, and are subject to frequent repricing. The TIIE is the benchmark interbank interest rate applicable to borrowing from and lending to *Banco de México* in transactions denominated in pesos, published daily in the Official Gazette. For information regarding the high, low and average TIIE during each of the periods indicated in this offering memorandum, as well as information on our interest cost of funding, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Interest Rate Fluctuations.”

The cross currency swap hedge agreement also includes an interest rate swap related to interest we incur on the 2019 Senior Notes and our syndicated credit lines. The instrument changes the interest profile from a fixed rate in dollars to fixed rates in pesos, in the case of 2019 Senior Notes we deliver interest calculated at a fixed rate in pesos to the counterparty every 28 days and the counterparty delivers interest calculated at a fixed rate and in U.S. dollars to us every six months. In the case of the syndicated credit lines we deliver interest calculated at a fixed rate in pesos to the counterparty and the counterparty delivers interest calculated at a variable rate and in U.S. dollars every 30 days.

As of March 31, 2016, we also had two interest swap rate contracts in order to change variable rates to fixed rates, for one of our medium term notes issued in the local market.

Considering all the contracted hedges by the Company, such as the cross currency swaps and the interest rate swaps, more than 42.4% of our total debt has fixed rates.

SELECTED STATISTICAL INFORMATION

The following tables present certain of our selected statistical information and ratios for the periods indicated. The following information should be read in conjunction with our financial statements and the notes thereto included elsewhere in this offering memorandum, as well as “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Presentation of Certain Financial and Other Information.” The statistical information and discussion and analysis presented below for the fiscal years ended December 31, 2013, 2014 and 2015 and the three months period ended March 31, 2015 and 2016 are presented solely for the convenience of the reader for analytical purposes.

Certain amounts and percentages included in this offering memorandum have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different contexts may vary slightly and figures in certain other contexts may not be an exact arithmetic result of the figures shown herein.

Average Balance Sheet and Interest Rate Data

Average balances for peso-denominated assets and liabilities have been calculated in accordance with the following procedure: Our nominal average balances are quarterly averages. Interest income (expense) for each category has been calculated in the following manner: aggregate interest income (expense) for the years ended December 31, 2013, 2014 and 2015 and the three months ended March 31, 2016 are nominal amounts. Interest income (expense) for the year is the total income (expense) for the twelve months so determined.

The average annual rates earned on interest-earning assets and the average annual rate paid on interest-bearing liabilities are nominal rates.

Average Assets and Interest Rates

The table below presents the average quarterly balance of assets, interest income and average annual interest rate for the periods indicated.

	For the year ended December 31,								
	2013			2014			2015		
	Average Balance	Interest Income	Average Interest Rate	Average Balance	Interest Income	Average Interest Rate	Average Balance	Interest Income	Average Interest Rate
	<i>(in millions of pesos, except percentages)</i>								
Investment in securities:									
Pesos	352.3	35.1	10.0%	1,270.5	78.7	6.2%	595.7	16.2	2.7%
Dollars							0.0	0.0	0.0%
Sub-total	352.3	35.1	10.0%	1,270.5	78.7	6.2%	595.7	16.2	2.7%
Loans:									
Pesos	8,760.7	2,689.4	30.7%	12,688.1	3,248.3	25.6%	15,381.6	4,052.7	26.3%
Dollars							367.7	195.3	53.1%
Sub-total	8,760.7	2,689.4	30.7%	12,688.1	3,248.3	25.6%	15,749.3	4,248.0	27.0%
Cash and cash equivalents:									
Pesos	105.9	0.0	0.0%	103.9	0.0	0.0%	154.3	0.0	0.0%
Dollars							12.1	0.0	0.0%
Sub-total	105.9	0.0	0.0%	103.9	0.0	0.0%	166.4	0.0	0.0%
Total interest earning assets:									
Pesos	9,218.9	2,724.5	29.6%	14,062.5	3,327.1	23.7%	16,131.6	4,068.9	25.2%
Dollars							379.8	195.3	51.4%
Sub-total	9,218.9	2,724.5	29.6%	14,062.5	3,327.1	23.7%	16,511.4	4,264.2	25.8%
Allowances for loan losses:									
Pesos	(168.0)		0.0%	(363.8)		0.0%	(423.6)		0.0%

						(21.6)			
Sub-total	(168.0)	0.0%	(363.8)	0.0	0.0%	(445.3)		0.0%	
Furniture and equipment net:									
Pesos	21.1	0.0%	43.9		0.0%	109.8		0.0%	
Dollars						5.9			
Sub-total	21.1	0.0%	43.9		0.0%	115.6		0.0%	
Other non-interest earning assets net:									
Pesos	4,027.9	0.0%	4,051.2		0.0%	6,643.5		0.0%	
Dollars						80.7			
Sub-total	4,027.9	0.0%	4,051.2		0.0%	6,724.2		0.0%	
Total assets:									
Pesos	13,099.9	2,724.5	20.8%	17,793.8	3,327.1	18.7%	22,461.3	4,068.9	18.1%
Dollars							444.7	195.3	43.9%
Total	13,099.9	2,724.5	20.8%	17,793.8	3,327.1	18.7%	22,906.0	4,264.2	18.6%

Three Months Ended March 31,

	2015			2016		
	Average Balance	Interest Income	Average Interest Rate	Average Balance	Interest Income	Average Interest Rate
<i>(in millions of pesos, except percentages)</i>						
Investment in securities:						
Pesos	1,011.7	3.2	1.3%	382.2	3.7	3.8%
Dollars				6.5	0.0	0.0%
Sub-total	1,011.7	3.2	1.3%	388.7	3.7	3.8%
Loans:						
Pesos	14,042.6	939.8	26.8%	16,218.7	1,025.7	25.3%
Dollars				2,953.8	310.0	42.0%
Sub-total	14,042.6	939.8	26.8%	19,172.5	1,335.7	27.9%
Cash and cash equivalents:						
Pesos	73.4	0.0	0.0%	414.4	0.0	0.0%
Dollars				105.4	0.0	0.0%
Sub-total	73.4	0.0	0.0%	519.8	0.0	0.0%
Total interest earning assets:						
Pesos	15,127.8	943.0	24.9%	17,015.3	1,029.3	24.2%
Dollars				3,065.6	310.0	40.4%
Sub-total	15,127.8	943.0	24.9%	20,081.0	1,339.3	26.7%
Allowances for loan losses:						
Pesos	(437.2)		0.0%	(390.9)		0.0%
Dollars				(253.6)		0.0%
Sub-total	(437.2)	0.0	0.0%	(644.5)	0.0	0.0%
Furniture, property and equipment, net:						
Pesos	80.7		0.0%	130.8		0.0%
Dollars				61.4		0.0%
Sub-total	80.7		0.0%	192.3		0.0%

	Three Months Ended March 31,					
	2015			2016		
	Average Balance	Interest Income	Average Interest Rate	Average Balance	Interest Income	Average Interest Rate
	<i>(in millions of pesos, except percentages)</i>					
Other non-interest earning assets, net:						
Pesos	5,462.2		0.0%	8,013.4		0.0%
Dollars				833.3		0.0%
Sub-total	5,462.2		0.0%	8,846.7		0.0%
Total assets:						
Pesos.....	20,233.5	943.0	18.6%	24,768.7	1,029.3	16.6%
Dollars				3,706.7	310.0	33.5%
Total.....	20,233.5	943.0	18.6%	28,475.4	1,339.3	18.8%

Average Liabilities, Stockholders' Equity and Interest Rates

The table below presents the average quarterly balances of liabilities and stockholders' equity, interest expense and average annual interest rates for the periods indicated.

	For the year ended December 31,								
	2013			2014			2015		
	Average Balance	Interest Expense	Average Interest Rate	Average Balance	Interest Expense	Average Interest Rate	Average Balance	Interest Expense	Average Interest Rate
	<i>(in millions of pesos, except percentages)</i>								
Bank loans:									
Pesos	2,913.8	211.9	7.3%	3,992.3	305.7	7.7%	4,852.6	371.6	7.7%
Dollars							180.2	6.3	14.0%
Sub-total	2,913.8	211.9	7.3%	3,992.3	305.7	7.7%	5,032.9	377.9	7.5%
Notes payable and Senior Notes Payable:									
Pesos	5,414.6	511.2	9.4%	7,824.7	576.6	7.4%	10,081.9	574.4	5.7%
Dollars									
Sub-total	5,414.6	511.2	9.4%	7,824.7	576.6	7.4%	10,081.9	574.4	5.7%
Total interest-bearing liabilities:									
Pesos	8,328.4	723.1	8.7%	11,817.0	882.3	7.5%	14,934.5	946.0	6.3%
Dollars							180.2	6.3	14.0%
Sub-total	8,328.4	723.1	8.7%	11,817.0	882.3	7.5%	15,114.8	952.3	6.3%
Non-interest-bearing liabilities:									
Pesos	676.6			1,023.0			1,454.9		
Dollars							163.8		
Sub-total	676.6			1,023.0			1,618.7		
Stockholder's equity:									
Pesos	4,094.8			4,953.7			6,097.5		
Dollars							75.0		
Sub-total	4,094.8			4,953.7			6,172.5		

**Total liabilities and
Stockholder's equity:**

Pesos	13,099.9	723.1	5.5%	17,793.8	882.3	5.0%	22,486.9	946.0	4.2%
Dollars							419.1	6.3	6.0%
Total	13,099.9	723.1	5.5%	17,793.8	882.3	5.0%	22,906.0	952.3	4.2%

For the Three Months Ended March 31,

	2015			2016		
	Average Balance	Interest Expense	Average Interest Rate	Average Balance	Interest Expense	Average Interest Rate
<i>(in millions of pesos, except percentages)</i>						
Bank loans and loans with other entities (short-term):						
Pesos	4,048.1	91.6	9.1%	6,995.3	111.3	6.4%
Dollars				1,550.9	30.0	7.7%
Sub-total	4,048.1	91.6	9.1%	8,546.2	141.3	6.6%
Local Bonds:						
Pesos	9,350.2	132.9	5.7%	10,956.6	181.5	6.6%
Dollars						
Sub-total	9,350.2	132.9	5.7%	10,956.6	181.5	6.6%
Total interest-bearing liabilities:						
Pesos	13,398.2	224.6	6.7%	17,951.8	292.8	6.5%
Dollars				1,550.9	30.0	7.7%
Sub-total	13,398.2	224.6	6.7%	19,502.7	322.8	6.6%
Non-interest-bearing liabilities:						
Pesos	1,326.9			1,131.7		
Dollars				708.0		
Sub-total	1,326.9			1,839.7		
Stockholder' equity:						
Pesos	5,508.4			5,951.3		
Dollars				1,181.6		
Sub-total	5,508.4			7,133.0		
Total liabilities and stockholders' equity:						
Pesos	20,233.5	224.6	4.4%	25,034.9	292.8	4.7%
Dollars				3,440.6	30.0	3.5%
Total	20,233.5	224.6	4.4%	28,475.4	322.8	4.5%

Changes in Financial Margin and Expense—Volume and Rate Analysis

The following tables allocate changes in interest income and interest expense between changes in volume and changes in rates for the year ended December 31, 2015 compared to 2014, for the year ended December 31, 2014 compared to 2013 and for the three months ended March 31, 2016 compared to the same period in March 31, 2015. Volume and rate variances have been calculated based on movements in quarterly average balances over the period and changes in interest rates on average interest-earning assets and average interest-bearing liabilities. The net change attributable to changes in both volume and rate has been allocated proportionately to the change due to volume and the change due to rate.

	2014/2013			2015/2014			March 2016/2015		
	Increase (decrease) due to changes in Interest			Increase (decrease) due to changes in Interest			Increase (decrease) due to changes in Interest		
	Volume	Interest Rate	Net Change	Volume	Interest Rate	Net Change	Volume	Interest Rate	Net Change
	<i>(in millions of pesos, except percentages)</i>								
Investment in securities:									
Pesos	91.5	(47.8)	43.6	(41.8)	(20.7)	(62.5)	(2.0)	2.4	0.5
Dollars									
Subtotal	91.5	(47.8)	43.6	(41.8)	(20.7)	(62.5)	(2.0)	2.4	0.5
Loans:									
Pesos	1,205.7	(646.7)	558.9	689.6	114.8	804.4	145.6	(59.8)	85.9
Dollars				0.0	195.3	195.3	0.0	310.0	310.0
Subtotal	1,205.7	(646.7)	558.9	689.6	310.1	999.7	145.6	250.2	395.9
Cash and cash equivalents:									
Pesos	—	—	—	—	—	—	—	—	—
Dollars									
Subtotal	—	—	—	—	—	—	—	—	—
Total interest-earning assets:									
Pesos	1,297.1	(694.5)	602.6	647.7	94.1	741.8	143.6	(57.3)	86.3
Dollars				0.0	195.3	195.3	0.0	310.0	310.0
Total	1,297.1	(694.5)	602.6	647.7	289.4	937.2	143.6	252.7	396.3
Bank loans:									
Pesos	78.4	15.4	93.8	65.9	0.0	65.9	66.7	(47.1)	19.7
Dollars				0.0	6.3	6.3	0	30.0	30.0
Subtotal	78.4	15.4	93.8	65.9	6.3	72.2	66.7	(17.1)	49.6
Notes payable and Senior Notes Payable:									
Pesos	227.6	(162.2)	65.4	166.3	(168.5)	(2.2)	22.8	25.8	48.6
Dollars									
Subtotal	227.6	(162.2)	65.4	166.3	(168.5)	(2.2)	22.8	25.8	48.6
Total interest-bearing liabilities:									
Pesos	306.0	(146.8)	159.1	232.2	(168.5)	63.7	89.6	(21.3)	68.3
Dollars					6.3	6.3	0.0	30.0	30.0
Total	306.0	(146.8)	159.1	232.2	(162.2)	70.0	89.6	8.7	98.2

Interest-Earning Assets—Yield and Yield Spread

The following table sets forth the levels of our average interest-earning assets and our historical financial margin, interest rate, net yield and yield spread for the periods indicated.

	For the year ended December 31,			For the Three Months Ended March 31,	
	2013	2014	2015	2015	2016
	<i>(in millions of pesos, except percentages)</i>				
Total average earning assets					
Pesos.....	9,218.9	14,062.5	16,131.6	15,127.8	17,015.3
Dollars			379.8		3,065.6
Total.....	9,218.9	14,062.5	16,511.4	15,127.8	20,081.0
Historical financial margin⁽¹⁾					
Pesos.....	2,001.4	2,444.8	3,122.9	718.4	736.5
Dollars			189.0		280.0
Total.....	2,001.4	2,444.8	3,311.9	718.4	1,016.5
Gross yield⁽²⁾					
Pesos.....	29.6%	23.7%	25.2%	24.9%	24.2%
Dollars			51.4%		40.4%
Weighted-average rate.....	29.6%	23.7%	25.8%	24.9%	26.7%
Net yield⁽³⁾					
Pesos.....	21.7%	17.4%	19.4%	19.0%	17.3%
Dollars			49.8%		36.5%
Weighted-average rate.....	21.7%	17.4%	20.1%	19.0%	20.2%
Yield spread⁽⁴⁾					
Pesos.....	7.8%	6.3%	5.9%	5.9%	6.9%
Dollars			1.7%		3.9%
Weighted-average rate.....	7.8%	6.3%	5.8%	5.9%	6.4%

(1) Financial margin is interest income less interest expense.

(2) Gross yield is determined by dividing interest income by average interest earning assets.

(3) Net yield is determined by dividing financial margin by average interest earning assets.

(4) Yield spread is the difference between gross yield on interest earning assets and the net yield.

Return on Average Total Assets and Average Stockholders' Equity

The following table presents selected financial data and ratios for the periods indicated.

	For the year ended December 31,			For the Three Months Ended March 31,	
	2013	2014	2015	2015	2016
	<i>(in millions of pesos, except percentages)</i>				
Net income attributable to controlling interest.....	1,003.6	1,224.8	1,371.4	326.7	406.2
Average total assets.....	13,099.9	17,793.8	22,906.0	20,233.5	28,476.8
Average stockholders' equity.....	4,094.8	4,953.7	6,172.5	5,508.4	7,134.3
Net income attributable to controlling interest as a percentage of:					
Average total assets.....	7.7%	6.9%	6.0%	6.5%	5.7%
Average stockholders' equity.....	24.5%	24.7%	22.2%	23.7%	22.8%
Average stockholders' equity as a percentage of average total assets.....	31.3%	27.8%	26.9%	27.2%	25.0%
Dividend payout ratio.....	19.6%	13.8%	11.4%	0.0%	0.0%

Interest Rate Sensitivity of Assets and Liabilities

Our operations do not currently involve the granting of loans with floating interest rates. Additionally, our loans are denominated mainly in pesos. Bank loans and loans with other entities are contracted at both fixed and

floating rates and are denominated in pesos, with the exception of our 2019 Senior Notes, three syndicated loans and certain indebtedness, that we assumed in connection with the acquisition of AFS and Instacredit which are denominated in U.S. dollars, and certain indebtedness, that we assumed in connection with the Instacredit acquisition which is denominated in Costa Rican colones.

Interest Rate Sensitivity

The following table reflects our interest-earning assets and interest-bearing liabilities as of December 31, 2015 and as of March 31, 2016. Fixed-rate instruments were classified in this table according to their contractual maturity.

	As of December 31, 2015						
	0-30 Days	31-89 Days	90-179 Days	180-365 Days	Over 366 Days	Non-Rate Sensitive or Over One Year	Total
Assets:							
Cash and cash equivalents	120.8						120.8
Fixed-rate performing loans	621.6	1,065.2	1,074.8	1,622.0	12,810.0		17,193.6
Securities and investments	543.3						543.3
Total interest-earning assets	1,285.7	1,065.2	1,074.8	1,622.0	12,810.0	-	17,857.7
Other non-interest-earning assets						8,207.3	8,207.3
Non-performing loans						416.1	416.1
Less: Allowance for loan losses						(485.5)	(485.5)
Total assets	<u>1,285.7</u>	<u>1,065.2</u>	<u>1,074.8</u>	<u>1,622.0</u>	<u>12,810.0</u>	<u>8,137.8</u>	<u>25,995.5</u>
Liabilities and stockholders' equity:							
Notes Payable	205.4	940.0	200.0	1,265.0	1,000.0		3,610.4
Senior Notes Payable					7,334.6		7,334.6
Bank loans and borrowings from other entities	292.3	458.8	1,432.8	1,306.6	3,008.4		6,498.9
Total interest-bearing liabilities	497.7	1,398.8	1,632.8	2,571.6	11,343.0	-	17,443.9
Other non-interest bearing liabilities						1,839.1	1,839.1
Stockholders' equity						6,712.5	6,712.5
Total liabilities and stockholders' equity	<u>497.7</u>	<u>1,398.8</u>	<u>1,632.8</u>	<u>2,571.6</u>	<u>11,343.0</u>	<u>8,551.6</u>	<u>25,995.5</u>
Interest rate sensitivity gap	788.1	(333.6)	(558.0)	(949.7)	1,467.0	(413.8)	
Cumulative interest rate sensitivity gap	788.1	454.5	(103.5)	(1,053.2)	413.8	0.0	
Cumulative gap as percentage of total interest-earning assets	4.4%	2.5%	(0.6%)	(5.9%)	2.3%	0.0%	

As of March 31, 2016

	0-30 days	31-89 days	90-179 days	180-365 days	Over 366 days	Non-rate Sensitive for Over One Year	Total
<i>(in millions of pesos)</i>							
Assets:							
Cash and cash equivalents	918.7						918.7
Fixed-rate performing loans	903.7	1,545.9	1,699.6	2,721.7	13,311.0		20,181.8
Securities and investments	234.1						234.1
Total interest-earning assets	2,056.4	1,545.9	1,699.6	2,721.7	13,311.0		21,334.6
Other non-interest earning assets						9,870.8	9,870.8
Non-performing loans						553.6	553.6
Less: Allowance for loan losses						803.6	803.6
Total assets.....	2,056.4	1,545.9	1,699.6	2,721.7	13,311.0	9,620.8	30,955.3
Liabilities and stockholders' equity:							
Notes Payable	7.4	400.0	665.0	1,313.0	2,000.0		4,385.4
Senior Notes Payable.....					6,582.8		6,582.8
Bank loans and borrowings from other entities	1,338.2	426.7	579.6	2,758.6	5,490.4		10,593.4
Total interest bearing liabilities.....	1,345.6	826.7	1,244.6	4,071.5	14,073.2		21,561.6
Other non-interest bearing liabilities.....						1,840.4	1,840.4
Stockholders' equity						7,553.4	7,553.4
Total liabilities and stockholders' equity .	1,345.6	826.7	1,244.6	4,071.5	14,073.2	9,393.7	30,955.3
Interest rate sensitivity gap	710.9	719.1	455.0	(1,349.8)	(762.2)	227.0	
Cumulative interest rate sensitivity gap ...	710.9	1,430.0	1,885.0	535.2	(227.0)	(0.0)	
Cumulative gap as percentage of total interest-earning assets	3.3%	6.7%	8.8%	2.5%	(1.1%)	0.0%	

As of March 31, 2016, interest-earning assets totaled Ps.21,334.6 million. Of these assets, 9.6% amortize periodically every 30 days or less. Such assets are integrated as follows: 94.6% by our performing loan portfolio and 4.3% by cash and cash equivalents. Of our total loans, most are fixed-rate loans.

Of our interest-bearing liabilities as of March 31, 2016, 49.1% consisted of loans from banks and other entities and totaled Ps.10,593.4 million. Of our total interest bearing bank credit liabilities, 12.9% amortize every 30 days or less, as shown in our interest rate sensitivity table.

Cash and Cash Equivalents

We held cash in the amount of Ps.918.7 million as of March 31, 2016, representing 3.0% of our total assets.

Bank Financings and Bond Issuances

The following table sets forth our bank financings and bond issuances (excluding accrued interest) for the periods indicated.

	As of December 31						As of March 31,			
	2013		2014		2015		2015		2016	
	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate	Amount	Average Rate
	<i>(in millions of pesos, except percentages)</i>									
Bank financings:										
At period end ⁽¹⁾	4,070.9	7.24%	4,196.0	6.38%	5,484.3	6.37%	3,730.8	6.24%	7,403.7	7.62%
Average during period ⁽²⁾ ..	2,767.4	7.88%	3,825.8	7.02%	4,608.2	6.22%	3,778.6	6.79%	5,319.4	6.33%
Maximum month-end balance.....	4,070.9	7.24%	4,196.0	6.38%	5,484.3	6.37%	4,196.0	6.38%	7,466.1	5.60%
Bond issuances:										
At period end ⁽¹⁾	3,033.9	6.55%	2,565.0	6.03%	3,605.0	5.62%	2,765.0	5.17%	4,378.0	5.33%
Average during period.....	2,472.6	6.12%	2,085.6	6.16%	3,008.3	5.53%	2,174.3	5.77%	3,316.5	5.49%
Maximum month-end balance.....	3,045.0	5.50%	2,642.8	6.03%	3,605.0	5.62%	2,765.0	5.17%	4,378.0	5.33%
Total borrowings at period end (excluding accrued interest)	7,104.8	6.95%	6,761.0	6.25%	9,089.3	6.07%	6,495.8	5.78%	11,781.7	6.77%

⁽¹⁾ The interest rate at the end of the period is calculated as the weighted average interest rate of available lines of credit at the end of each period reported.

⁽²⁾ The average amount and interest rate are calculated considering the average of monthly end balances of the referred period.

Loan Portfolio

Total loan portfolio amounts set forth in this section include the total principal amount of performing and non-performing loans outstanding as of the date presented. The terms “total loans,” “loan portfolio,” and “total loan portfolio” include total performing loans plus total non-performing loans. See “Summary Financial Information.”

Our total loan portfolio as of March 31, 2016 and December 31, 2015 amounted to Ps.20,735.4 million and Ps.17,609.6 million, respectively. These changes represent an increase of 17.8% in our total loan portfolio from the preceding period. These increases were mainly due to payroll loan expansion enhanced by entering the pensioner market, the acquisition of AFS in the used car loan product line in the United States and the consolidation of Instacredit.

Classification of our Loan Portfolio

The following table sets forth the classification of our total loan portfolio in terms of performing and non-performing loan portfolios, as of December 31, 2013, 2014 and 2015 and as of March 31, 2016.

	As of December 31,					
	2013		2014		2015	
	Amount	% of Portfolio	Amount	% of Portfolio	Amount	% of Portfolio
	<i>(in millions of pesos, except percentages)</i>					
Performing loan portfolio.....	10,265.0	98.5%	13,544.3	98.1%	17,193.6	97.6%
Non-performing loan portfolio.....	158.5	1.5%	260.6	1.9%	416.1	2.4%
Total loan portfolio ⁽¹⁾.....	10,423.5	100.0%	13,804.9	100.0%	17,609.6	100.0%

	As of March 31,			
	2015		2016	
	Amount	% of Portfolio	Amount	% of Portfolio
	<i>(in millions of pesos, except percentages)</i>			
Performing loan portfolio.....	13,964.3	97.8%	20,181.8	97.3%
Non-performing loan portfolio.....	316.0	2.2%	553.6	2.7%
Total loan portfolio ⁽¹⁾	14,280.3	100.0%	20,735.4	100%

⁽¹⁾ Loan amounts include accrued interest.

Performing Loan Portfolio

Our total performing loan portfolio increased 44.5% as of March 31, 2016 compared to March 31, 2015. See “Business—Our Loan Products.”

Our performing payroll loan portfolio totaled Ps.12,934.7 million as of March 31, 2016, reflecting an increase of Ps.2,081.1 million, or 19.2% compared to March 31, 2015. This increase was primarily due to increased origination with pensioner customers. Our performing payroll loan portfolio as a percentage of our total performing loan portfolio was 64.1% as of March 31, 2016, compared to 77.7% as of March 31, 2015.

Our performing durable goods loan portfolio totaled Ps.956.2 million as of March 31, 2016, reflecting a decrease of Ps.50.6 million, or 5.0% compared to March 31, 2015. This decrease was primarily due to the decrease of durable goods loan retailers in our network. Our performing durable goods loan portfolio as a percentage of our total performing loan portfolio was 4.7% as of March 31, 2016 and 7.2% as of March 31, 2015.

Our performing Small Business loan portfolio totaled Ps.1,414.0 million as of March 31, 2016. Our performing Small Business loan portfolio as a percentage of our total performing loan portfolio was 7.0%. The increase was mainly driven by the expansion of Fondo H operations.

Our performing group loan portfolio totaled Ps.315.5 million as of March 31, 2016, reflecting a decrease of Ps.41.1 million, or 11.5%, compared to March 31, 2015. This decrease is primarily due to Crédito Real recording only the funding provided to its partners Contigo and Somos Uno, in which it has minority equity participations. The combined loan portfolio of these companies was Ps.557.1 million as of March 31, 2016, an increase of 38.5% compared to March 31, 2015. Our performing group loan portfolio as a percentage of our total performing loan portfolio was 1.6% as of March 31, 2016, compared to 2.6% as of March 31, 2015.

Our performing Used Car loan portfolio totaled Ps.1,898.5 million as of March 31, 2016. Our performing Used Car loan portfolio as a percentage of our total performing loan portfolio was 9.4%.

The performing loan portfolio of Instacredit totaled Ps.2,662.8 million as of March 31, 2016 and the performing Instacredit loan portfolio as a percentage of our total performing loan portfolio was 13.2%.

Performing loan portfolio by product

	As of December 31,			As of March,	
	2013	2014	2015	2015	2016
Performing loan portfolio by product:⁽¹⁾	<i>(in millions of pesos)</i>				
Payroll Loans.....	8,035.6	10,498.4	12,633.5	10,853.7	12,934.7
Used Car Loans.....	59.2	359.3	1,814.8	456.2	1,898.5
Small Business Loans.....	861.6	1,278.4	1,445.6	1,291.0	1,414.0
Durable Goods Loans.....	1,101.8	1,118.2	994.9	1,006.8	891.3
Group Loans.....	206.8	290.0	304.7	356.6	380.4
Consumer Loans (Instacredit).....	-	-	-	-	2,662.8
Total performing loan portfolio.....	10,265.0	13,544.3	17,193.6	13,964.3	20,181.8

(1) Loan amounts include accrued interest.

Loans by Geographic Concentration

The following table sets forth our loan portfolio based on geographic concentration as of the dates indicated. We have not observed any significant correlation between the incidence of delinquency and default on non-performing loans and geographic location.

Mexican federal entity	As of December 31,						As of March 31,			
	2013		2014		2015		2015		2016	
	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾
<i>(in millions of pesos, except percentages)</i>										
Aguascalientes	93.8	0.9%	96.4	0.7%	133.0	0.8%	102.5	0.7%	140.5	0.7%
Baja California Norte.....	126.9	1.2%	155.3	1.1%	202.0	1.1%	165.9	1.2%	200.3	1.0%
Baja California Sur.....	41.0	0.4%	56.1	0.4%	62.2	0.4%	57.4	0.4%	63.8	0.3%
Campeche	151.9	1.5%	247.3	1.8%	305.3	1.7%	263.2	1.8%	297.4	1.4%
Chiapas.....	399.8	3.8%	647.2	4.7%	866.6	4.9%	703.0	4.9%	882.3	4.3%
Chihuahua.....	213.4	2.0%	233.5	1.7%	251.2	1.4%	246.9	1.7%	242.2	1.2%
Coahuila.....	83.4	0.8%	94.5	0.7%	175.2	1.0%	112.0	0.8%	189.0	0.9%
Colima.....	59.4	0.6%	79.1	0.6%	60.0	0.3%	54.0	0.4%	63.6	0.3%
Durango.....	50.6	0.5%	67.5	0.5%	100.3	0.6%	73.4	0.5%	101.5	0.5%
Estado de México.....	981.1	9.4%	1,376.7	10.0%	1,502.1	8.5%	1,410.4	9.9%	1,799.4	8.7%
Guanajuato.....	325.6	3.1%	449.9	3.3%	460.9	2.6%	380.9	2.7%	475.5	2.3%
Guerrero.....	896.4	8.6%	1,267.6	9.2%	956.7	5.4%	1,044.1	7.3%	920.2	4.4%
Hidalgo.....	267.1	2.6%	326.2	2.4%	347.7	2.0%	330.9	2.3%	347.7	1.7%
Jalisco.....	346.9	3.3%	477.2	3.5%	568.0	3.2%	548.6	3.8%	571.0	2.8%
Michoacán.....	332.8	3.2%	357.5	2.6%	359.3	2.0%	288.4	2.0%	375.9	1.8%
Morelos.....	202.5	1.9%	244.2	1.8%	209.7	1.2%	203.0	1.4%	206.0	1.0%
Nayarit.....	74.6	0.7%	105.2	0.8%	108.0	0.6%	100.4	0.7%	105.7	0.5%
Nuevo León.....	101.5	1.0%	170.2	1.2%	303.1	1.7%	211.8	1.5%	304.9	1.5%
Oaxaca.....	1,010.8	9.7%	1,522.9	11.0%	1,684.1	9.6%	1,467.4	10.3%	1,693.8	8.2%
Puebla.....	299.7	2.9%	260.7	1.9%	319.1	1.8%	260.6	1.8%	324.8	1.6%
Querétaro.....	77.0	0.7%	88.4	0.6%	87.7	0.5%	79.3	0.6%	92.5	0.4%
Quintana Roo	146.2	1.4%	179.2	1.3%	162.5	0.9%	112.7	0.8%	151.8	0.7%
San Luis Potosí.....	252.4	2.4%	357.4	2.6%	382.7	2.2%	354.5	2.5%	394.8	1.9%

Mexican federal entity	As of December 31,						As of March 31,			
	2013		2014		2015		2015		2016	
	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of Portfolio ⁽²⁾
	<i>(in millions of pesos, except percentages)</i>									
Sinaloa.....	147.7	1.4%	244.7	1.8%	300.4	1.7%	239.6	1.7%	308.8	1.5%
Sonora.....	155.7	1.5%	237.0	1.7%	269.9	1.5%	249.4	1.7%	262.7	1.3%
Tabasco.....	331.3	3.2%	449.6	3.3%	515.2	2.9%	439.5	3.1%	501.9	2.4%
Tamaulipas...	239.4	2.3%	312.1	2.3%	400.3	2.3%	339.8	2.4%	388.6	1.9%
Tlaxcala.....	190.5	1.8%	255.8	1.9%	171.5	1.0%	231.0	1.6%	173.5	0.8%
Veracruz.....	543.5	5.2%	832.8	6.0%	1,472.6	8.4%	923.8	6.5%	1,594.8	7.7%
Yucatán.....	183.1	1.8%	144.8	1.0%	209.6	1.2%	142.2	1.0%	219.8	1.1%
Zacatecas.....	101.4	1.0%	104.1	0.8%	102.2	0.6%	107.1	0.8%	94.0	0.5%
Ciudad de México.....	1,866.9	17.9%	2,191.7	15.9%	2,982.4	16.9%	2,903.1	20.3%	2,726.9	13.2%
United States of America.....	-	-	-	-	1,471.4	8.4%	-	-	1,592.9	7.7%
Central America.....	-	-	-	-	-	-	-	-	2,775.6	13.4%
Other Entities ⁽³⁾	129.2	1.2%	172.1	1.2%	1,578.1	9.0%	133.4	0.9%	151.2	0.7%
Total.....	10,423.5	100%	13,804.9	100%	17,609.6	100%	14,280.3	100%	20,735.4	100%

(1) The loan amounts set out in the above table include accrued interest.

(2) Percentage of portfolio equals the relevant loan amount by geographic concentration divided by the total loan portfolio.

(3) Other Entities includes IMSS and Mexican federal entities that centralize their portfolio.

Total Loan Portfolio by Loan Balance

The following table sets forth an analysis of our loan portfolio's composition as of the dates indicated according to the original principal amount borrowed.

Original principal amount:	As of December 31,						As of March 31,			
	2013		2014		2015		2015		2016	
	Loan Amount	% of Portfolio	Loan Amount	% of Portfolio	Loan Amount	% of Portfolio	Loan Amount	% of Portfolio	Loan Amount	% of Portfolio
	<i>(in millions of pesos, except percentages)</i>									
Less than Ps.3,000	124.8	1.2%	133.2	1.0%	141.6	0.8%	131.0	1.0%	145.8	0.7%
Between Ps.3,001 and Ps.5,000.....	256.5	2.5%	254.9	1.9%	262.6	1.5%	231.8	1.7%	262.0	1.3%
Between Ps.5,001 and Ps.10,000	1,074.0	10.5%	1,109.6	8.2%	1,210.8	7.0%	1,031.6	7.5%	1,300.7	6.4%
Between Ps.10,001 and Ps.15,000	1,155.8	11.3%	1,262.6	9.3%	1,509.2	8.8%	1,213.4	8.8%	1,683.1	8.3%
Between Ps.15,001 and Ps.20,000	1,067.5	10.4%	1,213.1	9.0%	1,531.1	8.9%	1,190.3	8.7%	1,731.1	8.6%
Over Ps.20,000	6,586.4	64.2%	9,570.9	70.7%	12,538.3	72.9%	9,956.2	72.4%	15,059.1	74.6%
Total loan portfolio.....	10,265.0	100%	13,544.3	100%	17,193.6	100%	13,754.3	100%	20,181.8	100%

Non-Performing Loan Portfolio

Our loan portfolio is classified as non-performing when loans are 90 days or more past due, and is recognized as non-performing up to the amount of the capital and interest due at that date. We rate our loan portfolio using an internal methodology based on the likelihood of a borrower's default and on the expected loss given default, as per the provisions of the Circular for Banks (*Disposiciones de Carácter General Aplicables a las Instituciones de Crédito*).

Overdue balances of borrowers are recorded in the non-performing portfolio in the event of non-compliance with payment terms in which a loan installment or payment is past-due for specified periods. Loans are generally recorded as non-performing after 90 days of billing periods reporting non-compliance, at which time the accrual of interest is suspended. Pursuant to our financing and other agreements with our distributors, our distributors are severally liable for the unpaid amount of the loan, along with the borrowers. A distributor's total liability is equal to the percentages of unpaid loan amounts determined within each promotion. As of March 31, 2016, the aforementioned contracts established a percentage of unpaid loan amounts of 50%. In this manner, joint and several liability is calculated based on 50% of the unpaid amount of those loans which are more than 90 day past due.

The transfer of a loan from the non-performing loan portfolio to the current loan portfolio is carried out when the account payments are up to date and there have been no delays in its payment. Payments are considered up-to-date when there have been three consecutive amortizations for the total amounts due at each payment date. A payment is not considered up-to-date if payment is made prior to the scheduled amortization date.

Additionally, if a loan is restructured, it may be transferred to the current loan portfolio. The restructuring of this debt is formalized through modifications of the partial credit payment amounts, the payment due dates, and the amortization periods. Restructuring is permitted as long as there is evidence of sustained payment by the borrower, meaning three consecutive monthly payments.

We stop recognizing interest income when a loan is categorized as non-performing, and it is only re-categorized as income once the payment has been obtained. The loans are discounted for purposes of bookkeeping after 181 days from the date in which the payment or amortization was due.

With regard to ordinary accrued interests that have not been charged from non-performing loans, we create a preventive estimate for the total amount of said interest when the loan is transferred into our non-performing portfolio.

As of March 31, 2016, our total non-performing loan portfolio was Ps.553.6 million, or 2.7% of our total loan portfolio. Our total non-performing loan portfolio increased by Ps.237.6 million, or 75.2%, as compared to March 31, 2015, driven by the growth in our overall loan portfolio and by an increase of the non-performing loan portfolio of auto loans and the consolidation of Instacredit.

The following table sets forth an analysis of our non-performing loan portfolio (including non-performing interest) by product at the dates indicated.

	As of December 31,			As of March 31,	
	2013	2014	2015	2015	2016
	<i>(in millions of pesos)</i>				
Non-performing loan portfolio by product: ⁽¹⁾					
Payroll Loans	130.0	198.7	319.5	238.4	331.0
Used Car Loans.....	1.4	1.1	23.3	3.6	65.0
Small Business Loans.....	4.0	39.9	39.9	52.7	20.6
Durable Goods Loans	22.2	20.0	33.4	20.8	24.1
Group Loans	1.0	0.9	0.0	0.6	0.0
Consumer Loans (Instacredit)	-	-	-	-	112.8
Total non-performing loan portfolio	158.5	260.6	416.1	316.0	553.6

⁽¹⁾ Loan amounts include accrued interest.

Allowance for Loan Losses

The methodology used to record our allowance for loan losses is based on an internal methodology based on the probability of a borrower's default and on the expected loss given default applied to the loan portfolio outstanding balance.

	As of December 31,					
	2013		2014		2015	
	Loans by Product	Allowances for loan losses	Loans by Product	Allowances for loan losses	Loans by Product	Allowances for loan losses
	<i>(in millions of pesos)</i>					
Payroll Loans	8,165.6	(162.7)	10,697.1	(333.2)	12,953.0	(201.2)
Used Car Loans	60.6	(1.4)	360.3	(8.1)	1,838.1	(86.0)
Small Business Loans	865.6	(14.0)	1,318.3	(49.9)	1,485.5	(80.6)
Group Loans	207.7	(3.0)	290.9	(3.9)	304.8	(32.2)
Durable Goods Loans	1,124.0	(22.2)	1,138.3	(25.0)	1,028.4	(85.5)
Total non-performing loans plus allowances	10,423.5	(203.2)	13,804.9	(420.1)	17,609.6	(485.5)

⁽¹⁾ Loan amounts include accrued interest.

	As of March 31,			
	2015		2016	
	Loans by product	Allowances for loan losses	Loans by product	Allowances for loan losses
	<i>(in millions of pesos)</i>			
Payroll Loans	11,092.1	(314.7)	13,265.8	(205.3)
Used Car Loans	459.8	(5.6)	1,963.6	(101.1)
Small Business Loans	1,343.7	(74.0)	1,434.5	(85.6)
Durable Goods Loans.....	1,027.6	(58.9)	980.3	(66.7)
Group Loans.....	357.2	(1.2)	315.5	(12.1)
Consumer Loans (Instacredit).....			2,775.6	(332.8)
Total non-performing loans plus allowances...	14,280.3	(454.3)	20,735.4	(803.6)

For the periods ended March 31, 2015 and 2016 we recorded provisions charged against income totaling Ps.77.6 million and Ps.47.3 million, respectively.

Analysis of Allowance for Loan Losses

The following table analyzes our allowance for loan losses, movements in loans written-off and recoveries for the periods indicated, as well as changes to income and period-end allowances for loan losses, net of recoveries, as a result of the sale of non-performing loans at the end of each period. We use an internally-developed methodology to record our allowance for loan losses that is consistent with Basel recommendations and is based on the probability of default and severity of losses of the loan portfolio.

	For the year ended December 31,			For the Three Months ended March 31,	
	2013	2014	2015	2015	2016
	<i>(in millions of pesos)</i>				
Balance at beginning of year	141.3	203.2	420.1	420.1	485.5
Less:					
Effect of inflation at the beginning of the period	-	-	-	-	-
Nominal balance at the beginning of the period	141.3	203.2	420.1	420.1	485.5
Plus:					
Increase to the allowance for loan losses	404.5	264.5	345.6	77.6	47.3
Sub-total	545.7	467.7	765.8	497.7	532.9
Less:					
Effect of inflation / adjustment					
Loan write-offs	342.5	241.5	355.2	43.4	177.3
Consolidation adjustment			74.9		448.0
Methodology change adjustment ⁽¹⁾	-	193.9	-	-	
Balance at the end of the year	203.2	420.1	485.5	454.3	803.6

(1) The adjustment was due to the change in the methodology of calculation of allowance for loan losses for the commercial loan portfolio as of June 30, 2014. See "Management's Discussion and Analysis of Financial Condition and Results of Operation -- Key Factors Affecting our Financial Condition and Results of Operations -- Allowance for Loan Losses".

Workout and Credit Recovery

Our credit recovery unit handles debt recovery from borrowers whose loans have been classified as non-performing. See "Business—Loan Servicing and Collection" for additional information on recovery and collection of our loans. When non-performing loans exceed 180 days reporting non-compliance, such loans are charged off; it is understood that during such period all the collection proceeds have been collected and there is therefore a high probability that no further proceeds would be received from such loans. Written-off loans become subject to consideration for further action, including the sale of any such loan at a discount. The amounts recovered as a result of the sale of written-off loans are recorded in our income under the item "other income (expense) of the operation."

As of March 31, 2016, there were no restructured loans in our total loan portfolio. The restructuring of such debt is formalized with each customer by changing the amounts of credit installments, the dates for partial payments of credit and the loan repayment periods, provided there is evidence of sustained payment by the customer, which is satisfied if the customer has made three consecutive monthly payments.

THE MEXICAN PAYROLL LENDING, DURABLE GOODS, SMALL BUSINESS, GROUP LOANS AND AUTO FINANCING MARKETS AND UNITED STATES AUTO FINANCING MARKET

Overview of the Mexican Macroeconomic Environment

Mexico has generally enjoyed stable and positive macroeconomic performance since the implementation of a wide range of reforms to liberalize the Mexican economy and open it to foreign trade and investment in the late 1980s. Since the 1995 currency and banking crisis, Mexico's GDP has grown on average 2.9% per year. In 2006, GDP grew at a rate of 5.0%, supported by exports of manufactured goods and strong foreign direct investment. Economic conditions began deteriorating in 2007, with Mexico's GDP growth rate slowing to 3.1%. In 2008 and 2009, the Mexican economy experienced significant deterioration as a result of the global financial crisis. Mexico's GDP growth rate slowed to 1.4% in 2008 and declined by 4.7% in 2009, the sharpest economic contraction since 1995. In 2010, the Mexican economy recovered considerably, with external demand and exports of manufactured goods driving annual GDP growth to 5.1%, the highest in the past 10 years. Mexican GDP grew at an average rate of 2.8% in the last five years, from 2011 to 2015.

In addition, in each of the last two monetary policy announcements, on February 17, 2016 and on December 17, 2015, *Banco de México* increased the target rate for overnight interbank interest by 50 and 25 basis points respectively, to reach 3.75% on February 17, 2016, where it has remained until today.

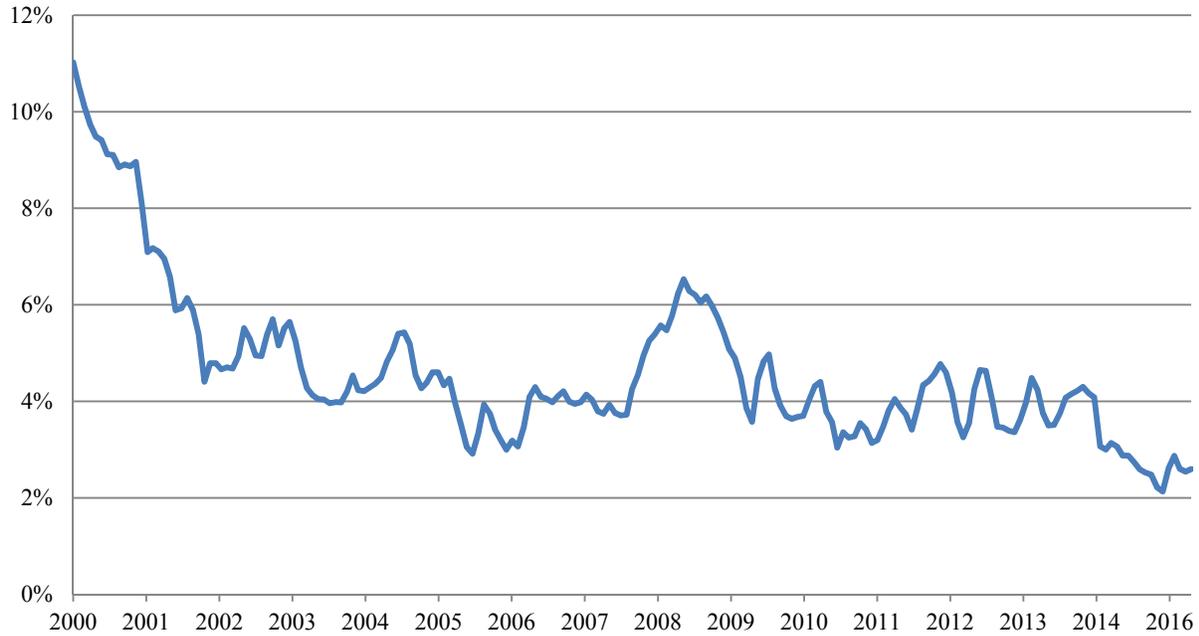
Banxico Interest Rate



Source: Banco de México, with 2016 data as of June 2016.

As an independent entity, the *Banco de México* has maintained a sound monetary policy that has generated little inflation, as the average annual inflation rate for the period since 2000 has been 4.6%. After rising to 6.5% in December 2008, the highest reported level in the last 10 years, the inflation rate decreased gradually to 2.1% in December 2015, one of the lowest levels historically.

Historical Inflation



Source: Banco de México, as of June 2016.

Unemployment rates have historically remained relatively stable throughout different stages of the economic cycle, maintaining an average level of 4.0% since 2000. As a result of the global financial crisis, Mexico's unemployment rate rose to an average of 5.3% in 2009, the highest level since 2000, but has gradually decreased as a result of the heightened manufacturing output and the subsequent economic recovery. The unemployment rate in Mexico was on average 4.3% in 2015.

From January 1, 2000 to June 31, 2013, the peso enjoyed over a decade of relative stability with an average daily exchange rate, as published by Banxico, of Ps.11.35 per U.S. dollar. During the global financial crisis, the peso experienced a significant depreciation relative to the U.S. dollar, reaching an exchange rate of Ps.15.37 in March 2009. Since mid-2014 the peso has gradually depreciated, with the exchange rate reaching a peak at Ps. 19.18 in February 2016.

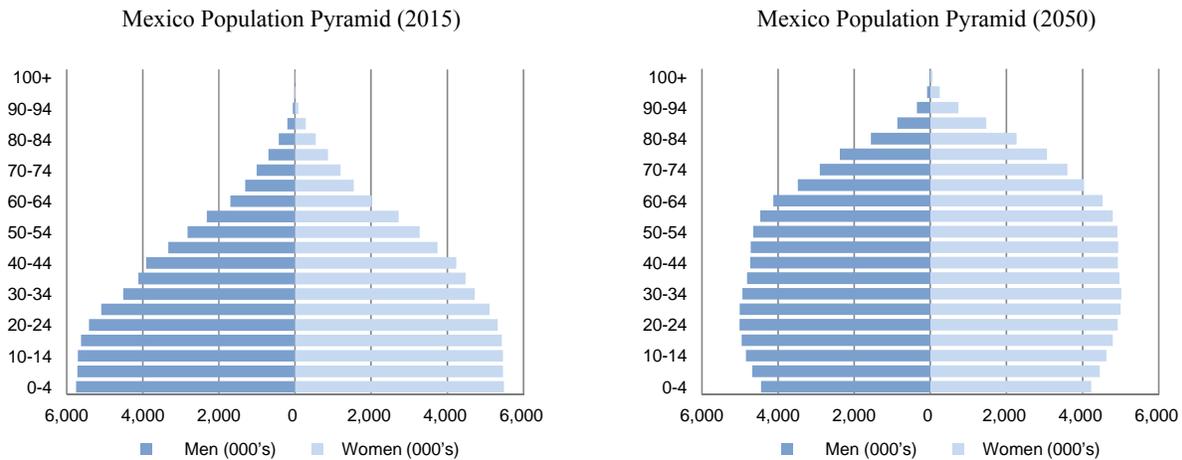
US dollar vs. Mexican Peso Exchange Rate since 2013



Source: Banco de México as of June 2016

Additionally, we believe Mexico has a great demographic advantage, as it is expected to have an older population in 2050, as illustrated in the graph below, which would increase both the size of the workforce and domestic consumption significantly. During the next 40 years, we expect that Mexico will enjoy favorable demographic and socioeconomic trends that should drive future demand for consumer credit. According to the National Population Council, (*Consejo Nacional de Población*, or “CONAPO”), Mexico’s working age population (individuals between 15 to 60 years old) as a percentage of total population is expected to increase from 61.9% in 2010 to reach a peak of 63.4% in 2021.

Demographic Growth



Source: INEGI, US Consensus Bureau.

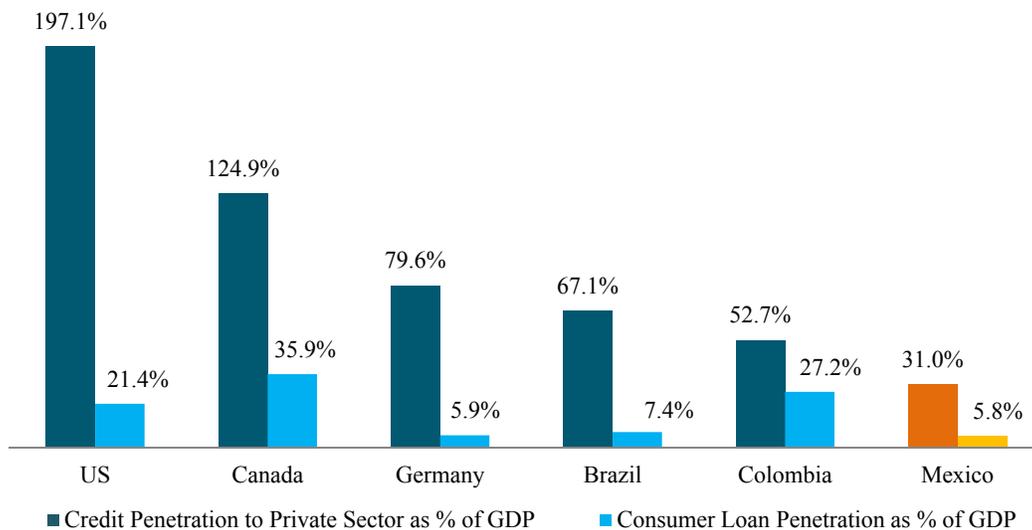
Overview of Credit to the Private Sector in Mexico

With the exception of the credit slowdown experienced in 2009 as a result of the global economic recession, private sector credit growth in Mexico has generally been strong in the past decade. According to the CNBV, total bank loans to the private sector grew at an average growth rate of 9.7% from December 2008 to December 2015. As of December 2015, the total bank loan portfolio to the private sector was Ps.3,168 billion, representing an increase of 14.5% compared to December 2014. Such bank loans to the private sector currently represent roughly 85.2% of the total bank loan portfolio, with the remaining 14.8% comprised by governmental loans. As of December 2015, commercial lending represented 63.5% of the total bank loans to the private sector portfolio, followed by consumer lending at 18.1% and mortgage lending at 18.4%.

Consumer loans, in particular, had a CAGR of 14.7% from 2010 through 2015, compared to a decrease of 20.6% and 28.0% in 2009 and 2008, respectively. Such recovery was driven primarily by the increase in GDP and employment, which in turn improved consumer confidence and household spending. Going forward, GDP growth, job creation and macroeconomic stability will be fundamental to support future consumer demand and consumer credit expansion in Mexico. Likewise, in the aftermath of the credit slowdown, the non-performing loan ratio of the Mexican banking system as of December 2009 was 3.2%; nonetheless, the quality of the Mexican banking system's loan portfolio has improved since then, decreasing to 2.6% and 2.7% as of April 2016 and December 2015 respectively.

Despite intense loan growth since 1994, banking penetration in Mexico remains low compared to other Latin American countries and the rest of the world. Private sector loans in Mexico as of December 2015 represented 31.0% of GDP, compared to 52.7% in Colombia, 67.1% in Brazil, and 80% in Germany. Such low penetration is largely driven by the large fraction of the Mexican population that remains without access to financial services. According to CNBV, as of 2014 only 39.0% of the total adult population had a bank account in Mexico. Only 10.0% of the adult population has obtained some kind of financing from a formal financial institution. The unbanked segment is primarily composed of low- and middle-income individuals, mostly living in rural areas. This segment represents a significant growth opportunity for financial institutions capable of catering to this population.

Credit Penetration in Mexico (% of GDP)

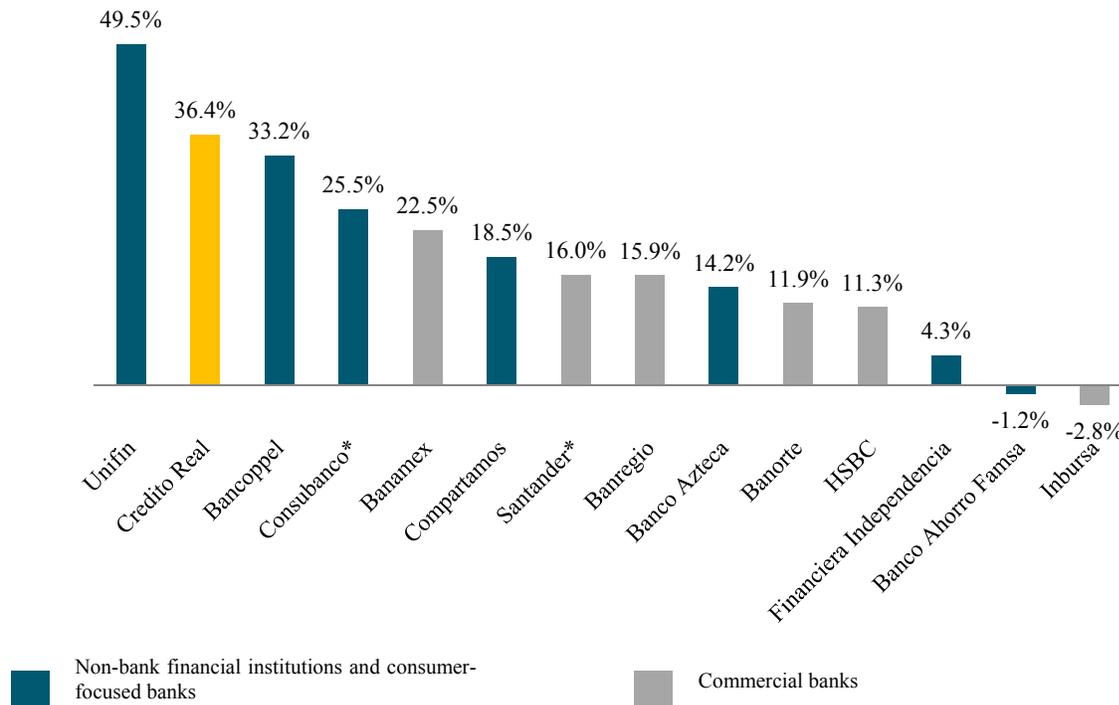


Source: World Bank Euromonitor IMF Information as of 2014 except Canada, which shows 2008 figures.

In order to stimulate financial inclusion among the low- and middle-income segments of the population, the Mexican government has supported the development of non-regulated financial institutions which, unlike banks, are not authorized to accept deposits from the general public. In July 2006, the Mexican Congress enacted reforms to deregulate lending entities and activities by allowing the creation of *Sofomes*. *Sofomes* are non-regulated, non-bank financial institutions that offer credit to consumers and small- and medium-sized businesses, often in connection with real estate development, auto financing and mortgage lending activities. By not imposing any limitations on foreign equity participation in non-regulated financial institutions, the Mexican government has encouraged competition, thereby increasing consumers' financing alternatives. Even though the financial crisis reduced the activities of non-regulated *Sofomes*, the number of active non-regulated *Sofomes* according to CONDUSEF increased from 2,570 in December 2011 to 3,035 in December 2014.

Since their creation, non-bank financial institutions have targeted the low- and middle-income segments of the population with limited access to traditional sources of credit. During the last few years, consumer credit growth has been largely driven by non-bank financial institutions, such as Crédito Real, and small and medium-sized consumer focused banks. We believe that future growth in consumer lending will continue to be led by non-bank financial institutions and specialized small- to medium-sized banks that understand the credit risk and credit needs of the population that has been underserved by traditional banking institutions. The following chart presents the growth from 2010 to 2015 in the consumer loan portfolio of selected commercial banks in Mexico and of selected nonbank financial institutions and consumer-focused banks.

Consumer Loan Portfolio CAGR (2010-2015)



Source: Company filings presented to CNBV as of December 31, 2015, except Financiera Independencia and Unifin which were obtained from public filings.

*Consuban CAGR from 2012 – 2015; Santander CAGR from 2011 – 2015.

Since 2008, NAFIN, along with the SHCP, has implemented multiple programs to support non-regulated financial institutions with credit lines and guarantees. Other federal entities such as the Mexican Federal Mortgage Society (*Sociedad Hipotecaria Federal, S.N.C., Institución de Banca de Desarrollo*, or “SHF”), also provide credit to *Sofomes* looking to expand credit availability in specific sectors such as mortgages. In addition, global organizations like the International Bank for Reconstruction and Development (“IBRD”) and the IADB support non-regulated lending by providing funding to development banks like NAFIN and the SHF.

Overview of the Payroll Lending Market in Mexico

There are different types of participants in the Mexican payroll lending market that can be distinguished based on their differing business models and the focus of their principal activities:

- **Funders:** Exclusively dedicated to providing funding to separate companies that have their own origination platforms and direct access to government entities. Funders have no direct contact with the end customer.
- **Brokers/Distributors:** Focused on loan origination through the use of their own commercial platforms. Brokers/distributors have direct access to customers, but do not fund or own the loan portfolios they originate.
- **Integrated Entities:** Companies that integrate the functions of both funders and brokers/distributors.

The Mexican payroll lending market is highly fragmented and dominated by regional competitors that have limited access to funding sources. Only a few market participants offer payroll lending on a nationwide basis and

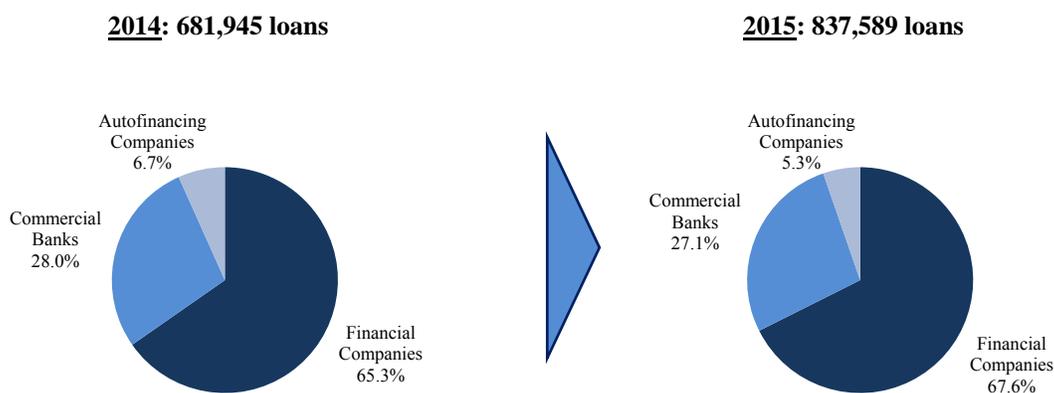
can access the capital markets for funding. Among these are Crédito Real, Consupago, S.A. de C.V., Ediciones Tratados y Equipos, S.A. de C.V., the Institute of the National Fund for Worker Consumption (*Instituto del Fondo Nacional para el Consumo de los Trabajadores*, or “INFONACOT”) and FISOFO S.A. DE C.V., SOFOM, E.N.R. Payroll lending products are mainly targeted at the low- and middle-income segments of the population that have limited or no access to credit from commercial banks. Most payroll lending companies target unionized government employees due to the generally low employment turnover of public sector employees, which is largely the result of historically strong labor unions.

As of 2015, according to IMSS and ISSSTE, the number of government and government-dependent employees in Mexico, including municipal, federal and state government employees, public education and public health workers, employees of quasi-sovereign organizations affiliated with ISSSTE and pensioners of both institutions, exceeded approximately 7.5 million people. During 2015, total compensation for pensioners alone exceeded Ps.292,952 million. We estimate that the potential for payroll lending in this segment of the population, considering a maximum payroll deduction of 30% of payroll income, exceeds Ps.87,885 million per year.

Non-performing payroll loans have traditionally been very low, with most non-performing loans having been made to employees who changed jobs or passed away during the loan term. As a result, payroll lending participants in Mexico have grown significantly while maintaining high-quality loan portfolios.

Overview of the Auto Loans Market in Mexico

The total number of auto loans in Mexico showed a CAGR of 17.3% from 2012 to 2015. In 2015, the Mexican auto loan industry reached the highest levels in the last 10 years with 837,589 loans, finally surpassing 2006 levels of 712,763 loans, or 17.5% higher. The auto loan industry grew from 681,945 loans in 2014 to 837,589 loans in 2015, representing an 22.9% increase. Of the total number of loans in 2014, 65.3% were financed by non-commercial bank companies, while in 2015 that proportion grew to 67.6%, showing a strong increase but with enough room to continue gaining market share against commercial banks. The top five players in auto financing in Mexico are NR Finance Mexico with 23.0% market share, GM Financial with 13% market share, VW Financial Services with 12% market share, BBVA Bancomer with 11% market share, and CF Credit Services with 6% market share.

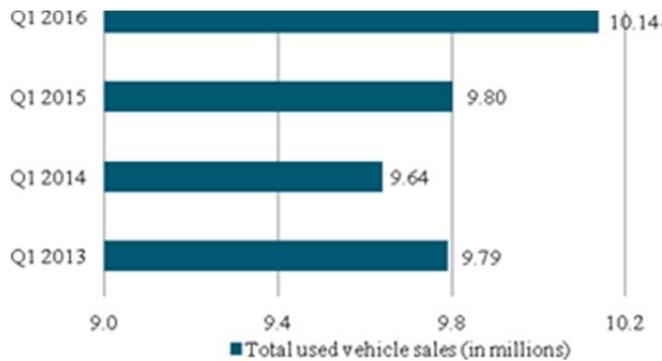


Source: Mexican Automobile Distributors’ Association (*Asociación Mexicana de Distribuidores Automotores*), as of December 2015.

Overview of the Used Car Loan Market in the U.S.

The National Auto Auction Association estimates that member auction sales of used cars rose 6% to 9.3 million units in 2015. The association further forecasts that volumes will continue to grow in 2016 and 2017 as increased retail activity drives dealer consignment higher and growth in new lease originations, finance contracts outstanding, and business and business fleet purchases push commercial consignments up. Used car demand has been steady and is growing with the increase in supply. As of March 2016, there were 10.1 million vehicles sold in the retail used market, an increase of 3.3% over the three months ended March 31, 2015, when the figure stood at 9.8 million.

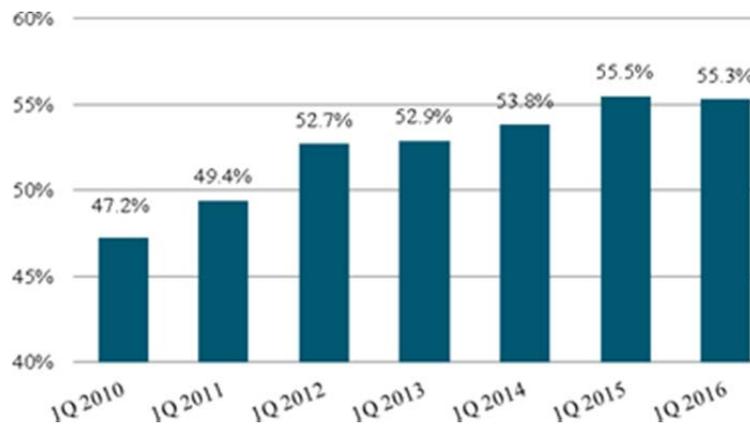
Sales of Used Vehicles in the U.S.



Source: Experian, State of the Automotive Finance Market as of 1Q 2016.

As sales continue to rise, lenders are looking to finance more consumer purchasing of used vehicles. As of March 31, 2016, 35.2% of used car loans were financed by banks, followed by 23.9% by credit unions, 19.9% by finance companies, 13.8% by Buy Here Pay Here dealerships and the remaining 7.2% by captive finance companies. The total number of auto loans for used cars in the U.S. showed a CAGR of 2.22% for the period of 1Q 2011 to 1Q2016. As of March 2016, 55.3%, or 5,607,588 of all used vehicles were financed by auto loans compared to 5,440,945, or 55%, for the three months ended March 31, 2015.

Percentage of Used Vehicles with Financing in the U.S.



Source: Experian, State of the Automotive Finance Market as of 1Q 2016.

Our operations in the U.S. allow us to originate used car loans through subsidiaries and our alliances with established distributors, primarily serving the Hispanic market with limited credit history in the U.S.

The U.S. Census Bureau estimates that in 2013 the Hispanic population represented 17% of the total U.S. population and was the largest ethnic minority with 55 million people. The top three states with the largest Hispanic populations are California, Texas, and Florida with 14.5 million people or 38.2% of the total state population, 9.9 million people or 38.2% of the state population and 4.5 million people or 23.3% of the total state population respectively. In 2013, 34% of the U.S. households had an annual income that was below US\$35,000, compared to slightly over 43% of the Hispanic households. We believe that we are well positioned to take advantage of the Hispanic market opportunity in the auto financing segment.

Overview of the Small Business Loans Market in Mexico

According to Bank of Mexico, a company is identified as an SME if it has: i) up to 100 employees if its main activity is related to services; ii) annual sales of less than Ps. 250 million and iii) an indebtedness level of less or

equal to 3.0 million UDIs. As of 2013, Mexico had approximately 4.2 million economic entities, of which 99.8% were identified as SMEs.

We believe this market is highly underpenetrated by financial institutions, as only approximately 5.6% of small businesses have access to credit due to their lack of credit history, collateral or previous bank references. The market leaders are HSBC under the brand Estimulo HSBC, BBVA under the brand Crédito Simple, Banamex under the brand Credito Negocios, and Banorte under the brand Crediaactivo. According to Bank of Mexico, 21% of all SMEs' loans are financed by non-bank financial institutions, of which 67% are constituted as non-regulated financial entities. The market is highly fragmented as most of these institutions target microfinancing with an average loan equivalent to US\$500.

Overview of the Durable Goods Financing Market in Mexico

The Mexican durable goods financing market is highly competitive. Our main competitors in this market are specialized retail chains with in-house consumer financing programs such as Banco Azteca S.A., Institución de Banca Múltiple, Banco Ahorro Famsa, S.A., Institución de Banca Múltiple and Bancoppel, S.A., Institución de Banca Múltiple that focus on the low- to middle-income segments of the population, and Grupo Palacio de Hierro, S.A.B. de C.V., El Puerto de Liverpool, S.A.B. de C.V. (including the department store "Fábricas de Francia") and Sears Roebuck de México, S.A. de C.V. that focus on the middle- to high-income segments of the population. Additionally, there are certain financial institutions that participate in durable goods financing directly, or through agreements with durable goods distributors and specialized commercial retailers, such as Crédito Real, Crédito Familiar, S.A. de C.V., Banco Compartamos, S.A., Institución de Banca Múltiple and Financiera Independencia, S.A.B. de C.V., SOFOM, E.N.R.

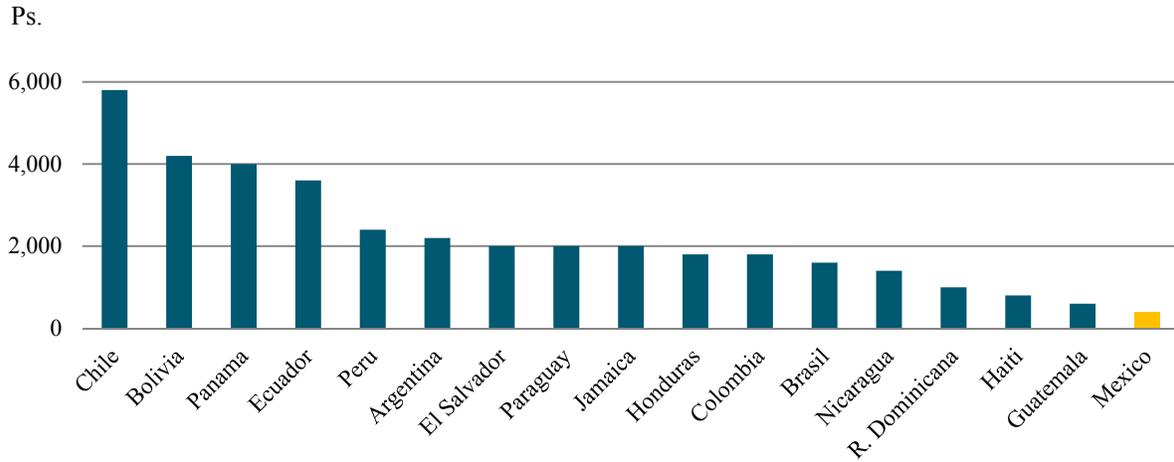
We believe that demand for durable goods credit will continue to grow in the future as continued improvement in GDP per capita will drive consumer spending. Poor performance of loan portfolios and high levels of loan delinquency attributable to new participants in this market are explained by the lack of understanding that the new participants have of the credit risk posed by durable goods loan borrowers.

Overview of the Group Loan Market in Mexico

Microfinance includes a diverse set of small-scale financial services, such as group loans, microinsurance and microsavings, that are provided principally to the low-income segment of the population in need of capital for funding a business, protection against risks, or safe and dependable savings and money transfer vehicles. Other financing alternatives available to the low-income segments, such as saving clubs, pawn shops, rotating savings, credit associations and other informal money-lenders do not offer the security, terms and stability that microfinance institutions offer.

There are more than six million microfinance borrowers in Mexico, the largest number of borrowers in the region with nearly 5,000 financial services providers serving this market. When compared to its regional peers, however, Mexico has the smallest loan portfolio.

Average Loan Balance per Borrower



Source: MixMarket.

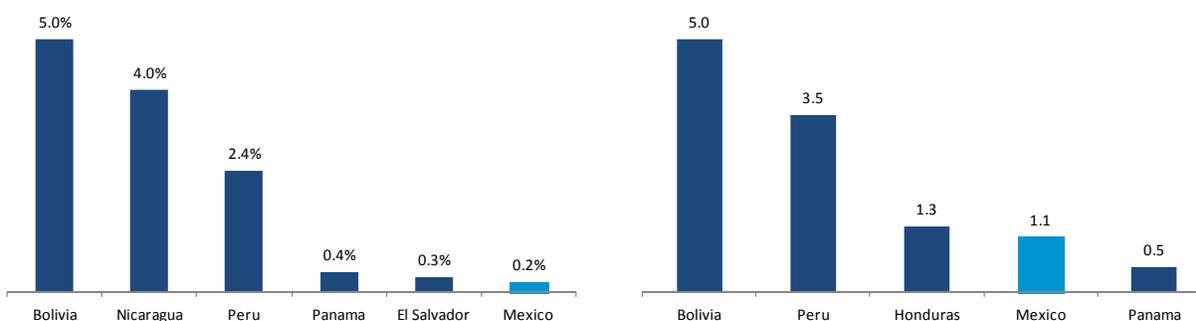
Even though microfinance institutions (“MFIs”) in Mexico offer other types of loan formats, group loans dominate the sector with 58% of total loan originations. Group loans in Mexico are predominately targeted at low-income women, who represent around 93% of total customers, as well as pensioners, small-scale farmers and micro-entrepreneurs earning between one and eight times the minimum monthly wage in Mexico City (currently Ps.73.04 per day). These groups receive an average loan amount of approximately US\$500 with an interest rate of 80% to 120% for a term of up to six months.

According to a study published by the National Program for Financing Microentrepreneurs (*Programa Nacional de Financiamiento al Microempresario*, or PRONAFIM) and ProDesarrollo Finanzas y Microempresa, A.C., with information from 86 MFIs, the microfinance sector in Mexico grew 13.67% year-on-year in 2014, compared to 18% in 2013 and 2012. The average loan amount grew 10.59% YoY, increasing from Ps.6,872 to Ps.7,600, compared to a 5.51% increase in 2013. Furthermore, the average percentage of non-performing loans from the total portfolio fell from 2.82% to 2.21% in the same year.

In the beginning of 2014, the microfinance sector in Mexico was mainly composed of small and matured companies, with an average life of 9 years. The market was concentrated among 10 MFIs, whom together comprised around 84.0% of total loan portfolio market share. In terms of size, 45.0% of total companies were small (loan portfolio lower than \$4.0 million), 23.0% were medium (loan portfolio around US\$4.0-US\$15.0 million) and 23.0% were large (loan portfolio greater than US\$15.0 million).

Participants in the Mexican group loan market include NGOs, cooperatives, development institutions, as well as regulated and non-regulated financial institutions and banks. Participants in the group loan market have become essential for the development of the low and middle income segments in Mexico.

The charts below present microfinance penetration, expressed as microfinance loans as a percentage of GDP and microfinance institution branches per 100,000 adults in select Latin American countries.



Source: CGAP Financial Access Report 2010

Principal Competitors in the Payroll Lending, Group Loan and Durable Goods Financing Markets in Mexico

The following table sets forth the principal companies in some of the markets in which we operate.

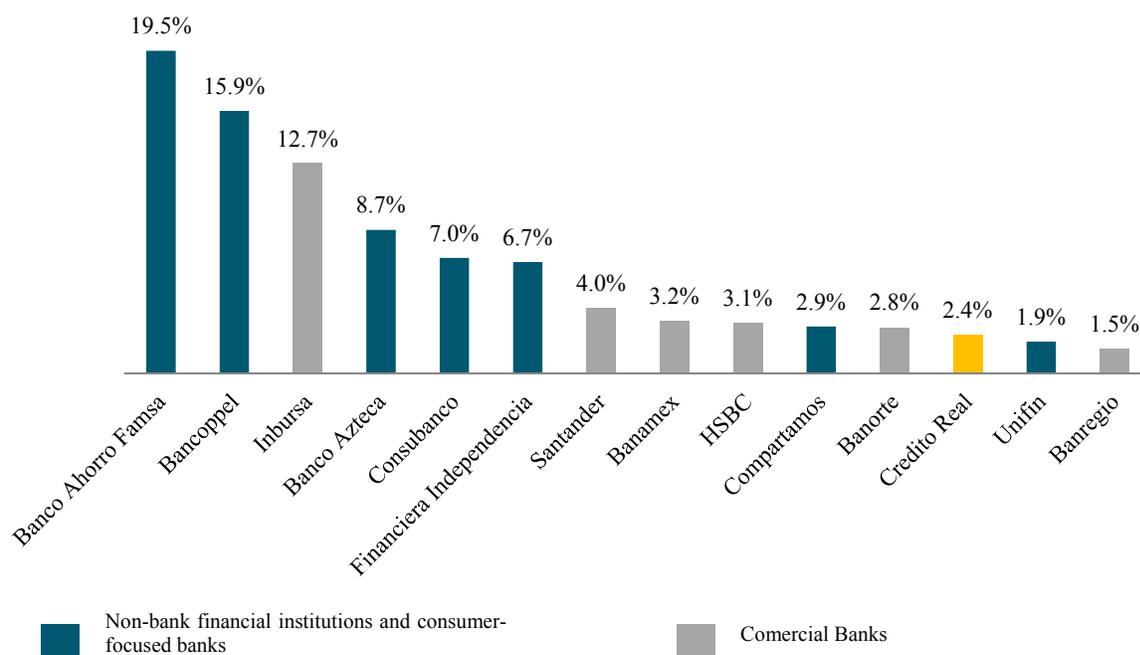
Principal Competitors in the Payroll Lending, Group Loan and Durable Goods Financing Markets in Mexico

Institution	Crédito Real Competing Product	Gross Consumer Loan Portfolio (2015)	Consumer Portfolio NPL Ratio (2015)⁽¹⁾
		<i>(in millions of pesos)</i>	
Crédito Real		17,610	2.36%
Microfinance and Personal Consumer Companies			
Banco Ahorro Famsa	Durable Goods Loans	8,182	19.51%
Banco Azteca	Durable Goods Loans	31,415	8.69%
BanCoppel	Durable Goods Loans	13,721	15.88%
Compartamos	Group Loans	22,851	2.86%
Consubanco	Payroll Loans	5,598	7.00%
Financiera Independencia*	Group Loans	7,116	6.75%
Unifin*	Auto Loans	5,714	1.94%
Commercial Banks			
Banamex		84,697	3.20%
Banorte		50,689	2.80%
Banregio		1,484	1.49%
HSBC		48,233	3.08%
Inbursa		6,834	12.71%
Santander		91,693	4.00%

Source: Company filings presented to CNBV as of December 31, 2015, except Financiera Independencia and Unifin which were obtained from public filings.

The following chart presents the level of NPLs for select competitors across our product segments as of December 31, 2015:

Consumer Loan Portfolio NPL⁽¹⁾ Ratios of our Principal Competitors



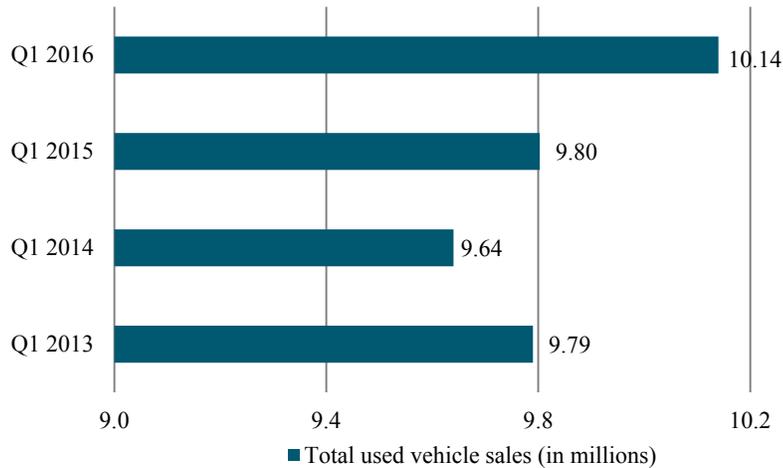
Source: Company filings presented to CNBV as of December 31, 2015 except Financiera Independencia and Unifin which were obtained from public filings.

(1) Consumer non-performing loans /consumer gross loan portfolio as of December 31, 2013.

Overview of the Used Car Loan Market in the United States

The National Auto Auction Association estimates that member auction sales of used cars rose 6.0% to 9.3 million units in 2015. The association further forecasts that volumes will continue to grow in 2016 and 2017 as increased retail activity drives dealer consignment higher and past growth in new lease originations, finance contracts outstanding, and business and business fleet purchases push commercial consignments up. Used car demand has been very steady and is growing with the increase in supply. As of March 2016, there were 10.1 million vehicles sold in the retail used market, an increase of 3.3% over the 9.8 million sold as of March 31, 2015.

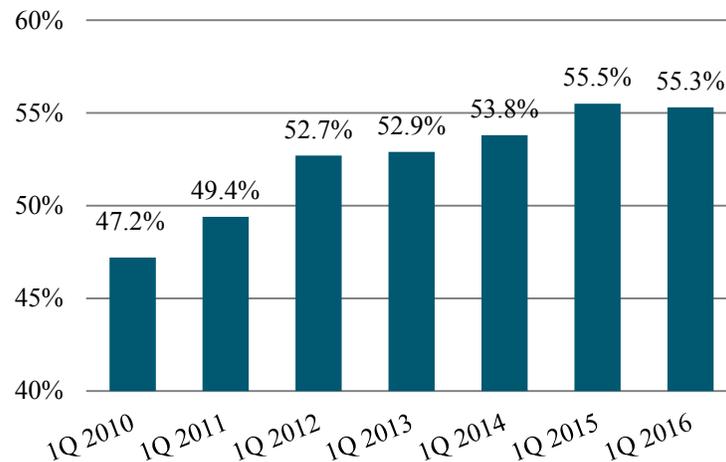
Sales of Used Vehicles in the United States



Source: Experian, State of the Automotive Finance Market as of 1Q 2016.

As the sales continue to increase, lenders are looking to service more and more consumers purchase used vehicles. The opportunity for used car financing remains strong. The total number of auto loans for used cars in the United States showed a CAGR of 2.22% for the period of 1Q 2011 to 1Q2016. As of March 31, 2016, 55.3%, or 5,607,588 of all used vehicles were financed by auto loans compared to 5,440,945 as of March 31, 2015.

Percentage of Used Vehicles with Financing in the United States



Source: Experian, State of the Automotive Finance Market as of March 31, 2016.

Our operations in the United States allow us to originate used car loans through subsidiaries and our alliances with established distributors, primarily serving Hispanic market with little credit history in the U.S.

U.S. Census Bureau estimates that in 2013 Hispanic population represented 17% of the total U.S. population and was the largest ethnic minority with 55 million people. The top three states with the highest number of Hispanic population are California, Texas, and Florida with 14.5 million and 38.2% of the total state populations, 9.9 million with 38.2% of the total state populations and 4.5 million with 23.3% of the total state population respectively. In 2013, 34% of the U.S. households had an annual income of below 35 thousand, while the same annual income received slightly over 43% of the Hispanic households. We believe that we are well positioned to take advantage of the Hispanic market opportunity in the auto financing.

BUSINESS

Overview

History and Development

We began operations in 1993, when we were incorporated as a variable capital limited liability corporation (*sociedad anónima de capital variable*) under Mexican law. From 1993 to 2006, we operated as a secondary financial institution (*organización auxiliar de crédito*), authorized by the SHCP to conduct financial factoring and certain other financial operations, such as buying and selling accounts receivable and other credit documents. Prior to 2005, our business consisted primarily of durable goods lending to finance the acquisition of “white line products,” such as kitchen appliances and washing machines. Our durable goods lending business allowed us to gain scale and develop our business expertise and our technological platform.

In July 2006, the regulatory regime in Mexico was amended to, among other things, deregulate some credit activities and organizations. As a result, a new category of financial institutions known as multipurpose financial institutions or *Sofomes* were created. In December 2006, we amended our bylaws to become a non-regulated *Sofom* (*sociedad financiera de objeto múltiple, entidad no regulada*, or *Sofom E.N.R.*). On January 10, 2014, certain reforms to the Mexican General Law of Auxiliary Credit Organizations and Credit Activities (*Ley General de Organizaciones y Actividades Auxiliares del Crédito*) were published in the Official Gazette of the Federation to provide that a *Sofom*, such as us, that issues debt securities registered with the RNV, should be considered a regulated *Sofom*, rather than a non-regulated *Sofom*. We have implemented the required changes in order to comply with applicable provisions of the Financial Reforms, which include, among other things, amending our corporate name and bylaws. We will continue to make all necessary changes to adjust our operations as required by the general provisions issued and approved by the CNBV. In sum, as a *Sofom*, we are permitted under Mexican law to (i) grant loans and engage in other types of financial transactions for various purposes; (ii) place securities in the capital markets and obtain financing from financial institutions, such as insurance and bonding companies; and (iii) grant loans that are not required to be targeted to a specific sector of the Mexican economy.

For a number of years, our strategy has been oriented towards diversification into different products that serve the same base of customers: those unattended by traditional financial institutions. The diversification process started in 2004 by introducing the payroll business. It continued with group loans, used car loans, SME loans and additional products. Consistent with this diversification process, in 2014, we expanded our business into the United States and more recently to Central America. Through this diversification, we gained access to a larger market but also obtained a natural hedge by having an asset denominated in U.S. dollars or in currencies of highly dollarized economies (with limited exchange rate volatility). As of March 31, 2016, 21.1% of our total loan portfolio and 22.3% of our net income attributable to controlling interest was denominated in a foreign currency.

As part of our strategy to consolidate our position in the payroll lending business and to secure a source of payroll loan origination, effective July 1, 2011, we acquired from Desarrollo 51, S.A. de C.V. (“Grupo Kon”) a 49% interest in the shares of one of our principal distributors, Directodo. The acquisition was carried out through the merger of Rasteroz, S.A. de C.V. (“Rasteroz”), a company holding 49% of Directodo’s shares, into Crédito Real. As a result of the merger, Rasteroz’s main shareholder, Venlo Resources Pte. Ltd., (a member of Grupo Kon) received 18.8% of our shares. Futu-Iem, a company holding 72.0% of our capital stock prior to the merger with Rasteroz, merged with and into Crédito Real as part of this transaction. As a result, the members of the Berrondo, Saiz and Esteve families became direct shareholders of Crédito Real. See “Principal Shareholders”. At the end of 2014, aiming to consolidate the leadership of the Company in payroll loans, we exercised the option to acquire the remaining 51% of Directodo Mexico S.A.P.I. de C.V., SOFOM, E.N.R. (Directodo, which operates its loan origination business under the brand name and trademark Kondinero). The merger took effect November 2014, and we currently own 99.99 % of Directodo, which operates as our subsidiary.

Consistent with our acquisition strategy, on November 18, 2011, we acquired a 49% interest in the shares of Publiseg, one of our two main distributors of payroll loans. Publiseg operates under the brand name Credifiel. We paid for this strategic acquisition in cash.

In August 2012, and in order to further consolidate our position in the payroll loan market, we entered into an agreement to acquire a minority interest in the capital stock of GEMA. GEMA operates under the brand name

Crédito Maestro. We initially acquired a 40.8% ownership interest, and during the first quarter of 2013 increased our ownership interest to 49%. Additionally, the agreement provides options for us to acquire the remaining 51% interest in GEMA in 2017 and 2018.

In October 2012, we conducted an initial public offering and became a *sociedad anónima bursátil de capital variable* (variable capital public stock corporation).

During 2013, we continued to expand through the acquisition of a portfolio of SME loans and entered into an alliance with Fondo H, S.A. de C.V., SOFOM, E.N.R. thereby strengthening our presence in the SME loans market. We also continued our expansion into auto loans, which accounted for 3% of our loan portfolio as of December 31, 2014 and in order to strengthen growth in that product, in 2014, we acquired 51 % of CR Fact, SAPI de C.V.

During 2014, we partnered with CEGE Capital, S.A.P.I., SOFOM, E.N.R., by acquiring 38% of its capital. This partner grants group loans under the “Contigo” brand. We also partnered with Bluestream Capital, S.A.P.I. de C.V. by acquiring 23% of its capital. This partner also grants group loans under the “Somos Uno” brand.

As a result of the Financial Reforms, in 2014 we became a regulated entity.

In order to strengthen the distribution for used car loans in the United States, in October 2015, we acquired 65% of the capital of AFS LLC (AFS). AFS is a financial institution focused on providing loans for the purchase of used cars in the United States, with a presence in 40 states with a network of over 300 used car dealers.

In December 2015, we acquired 55% of the capital of CAT 60, S.A.P.I. de C.V., which holds several entities in the Resuelve Group. This entity offers credit repair services focused on people with debt problems, advising on savings plans and negotiating with creditors to reach an agreement and settle their debts.

Finally in February 2016, we acquired 70% of the equity interests issued by a Panamanian company named Marevalley Corporation, which is a holding company with several entities in Costa Rica, Nicaragua and Panama operating under the “Instacredit” commercial name. This transaction contributed to our business diversification.

From December 31, 2013 to December 31, 2015, our loan portfolio increased at a compound annual rate of 30.0%, from Ps.10,423.5 million to Ps.17,609.6 million. During the over 23 years that we have been in business, we have disbursed approximately four million loans to more than two million customers.

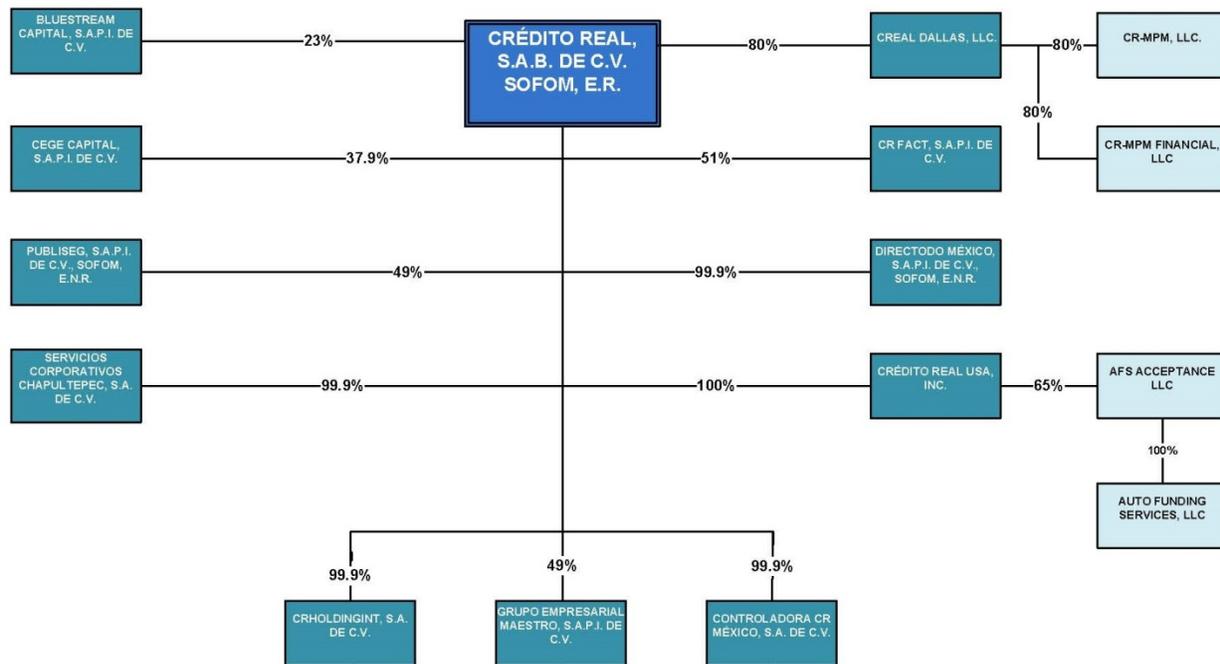
The following chart shows a breakdown of our subsidiaries by business line as of March 31, 2016:



Note: “Service Companies” (Servicios Corporativos Chapultepec, S.A. de C.V. (“*Servicios Chapultepec*”)) is a corporation which provides us exclusively with administrative services. Directodo (Kondinero), Publiseg (Credifiel) and GEMA (Crédito Maestro) are among Mexico’s main payroll loan distributors.

Our Corporate Structure

Our corporate structure as of the date of this offering memorandum is shown in the chart below.



Note: CRHOLDINGINT, S.A. de C.V. is the holding company through which we hold our interests in eight Central American companies, including Instacredit. Grupo Empresarial Maestro, S.A.P.I. de C.V. is the holding company through which we hold our interests in six Mexican companies. Controladora CR México is the holding company through which we hold our interests in Credilikeme, Resuelve tu Deuda, and eight other companies.

Principal Activity

We are one of the leading financial companies in Mexico, with a focus on consumer lending, and we have a diversified and scalable business platform focused primarily on the following types of loans: (i) loans with payment via payroll, or payroll loans, (ii) loans to finance the purchase of durable goods, or durable goods loans, (iii) loans to small businesses, or small business loans, (iv) loans to small groups of borrowers, or group loans, (v) loans for used car purchases, or used car loans and (vi) personal loans through Instacredit. We offer products to the low- and middle-income segments of the population, which historically have been underserved by other financial institutions. According to INEGI, these segments account for approximately 68.8% of the total economically active population, which represents approximately 34.9 million potential customers. On March 31, 2016, the average principal amount of our outstanding loans was Ps.27,153. All loans made or purchased by us are denominated in Mexican pesos, U.S. dollars, Costa Rican colones, or Nicaraguan cordobas, bear interest at fixed rates and are amortized in installments. We design our credit products with terms that we believe can be easily understood by customers, even if they have no previous credit experience.

At March 31, 2016, our payroll loan portfolio totaled Ps.13,265.8 million, representing approximately 35% of the potential market according to our internal estimates based on market data. Additionally, according to ProDesarrollo, in 2015 we were one of the largest provider of group loans in Mexico, and our distributors had a total of 169,748 group loan customers as of March 31, 2016.

We fund our portfolio primarily through our own capital, debt securities issued in the local and international capital markets and bank credit lines. In 2010, we accessed the international debt markets through an inaugural five-year bond offering of our 2015 Senior Notes followed by a reopening for a combined aggregate principal amount of US\$210.0 million. In 2014, we issued US\$425 million in aggregate principal amount of our 2019 Senior Notes. As

of December 31, 2013, 2014 and 2015, we had capitalization ratios (defined as total stockholders' equity divided by total loan portfolio at the end of the period) of 41.8%, 38.8% and 38.1% respectively. As of March 31, 2016, we had a capitalization ratio of 36.4%.

We strive to deliver economic value to our shareholders by enhancing the social well-being of our clients through our loans, which provide them with the opportunity to access funds that would otherwise not be easily obtainable, given the limited or nonexistent credit histories of the majority of the individuals we serve.

Our Loan Products

Overview

Our typical customer has historically had limited access to financing from banks and other traditional credit providers. Most of our customers have limited or no credit histories and are thus generally unable to meet the minimal lending standards of banks and traditional financial institutions. The interest rates we charge on our loans reflect the additional risks posed by lending to the customers we target, the difficulties in reaching such customers and the expenses involved in developing tailored consumer credit products to meet their needs, as well as in originating, servicing and monitoring small loans.

The following table sets forth the typical characteristics and terms of our products as of March 31, 2016.

	Loan Product					
	Payroll Loans	Used Car Loans	Small Business Loans	Durable Goods Loans	Group Loans	Consumer Loans (Instacredit)
Main characteristics	Loans repaid through deductions from the paychecks of unionized government employees	Focused on financing semi-new and used cars through strategic alliances with a network of distributors that use their own sales force to promote our loans	Provides enterprise financing through non-revolving short- and long-term lines to fund working capital requirements and investment activities	Short-term consumer loans to finance purchases of durable goods from selected specialized retail chains	Small group loans for working capital requirements of micro-businesses	Focused on personal loans, SME loans, and auto loans
Average loan amount (approx.)⁽¹⁾	Ps.37,181	Ps.147,925	Ps.3,013,750	Ps.12,638	Ps.1,859	19,037
Payment frequency	Every 2 weeks	Monthly	Monthly	Monthly	Weekly	Monthly
Average term	40 months	12-36 months	3-36 months	12 months	3.8 months	33 – 55 months
Average yield	27.6%	37.0%	14.0%	16.6%	6.5%	61.2%
Origination channel	15 distributors (+6,000 sales representatives overall, owning 100% of Kondinero and 49% of the other two largest.	Alliances with 18 distributors. One partnership with 45 branches in 20 states of Mexico. Two strategic alliances in USA. Dallas with 4 branches, and AFS with over 300 distributors in 40 states of the US.	Alliance with Fondo H, and in-house brand. 10 sales reps. (5 Fondo H, 5 in-brand)	Agreements with 4 retailers, operating 115 points of sale	Two partnerships. 143 branches and 1,061 promoters	Instacredit has presence in Costa Rica (55 branches), Nicaragua (9 branches) and Panama (1 branch).
Effective interest rate	50-65%	25-65%	17-30%	40-50%	90-110%	46–60%
Risk and profit sharing (R&P)	Include sharing risk with the distributors	Include sharing risk with the distributors	Some loans include sharing risk with the distributor	Some products include sharing risk with the specialized retail chains	Not applicable	Equity participation
Percentage of loan portfolio	64.0%	9.5%	6.9%	4.7%	1.5%	13.4%
Delinquency rate	2.5%	3.3%	1.4%	2.5%	0.0%	4.1%
Number of outstanding clients (approx.)	356,785	13,274	476	77,521	169,748	145,803

	Loan Product					
	Payroll Loans	Used Car Loans	Small Business Loans	Durable Goods Loans	Group Loans	Consumer Loans (Instacredit)
Target market ⁽²⁾	C+, C-, D+	C+, C, C-, D	C+, C	C, D+, D	C-, D, E	C+, C, D

- (1) The amount of group loans includes the loan amount for each member of the group.
- (2) Market segments are defined based on monthly family income, in accordance with the categories established by AMAI, as follows: Level E, between Ps.0 and Ps.2,699; Level D, between Ps.2,700 and Ps.6,799; Level D+, between Ps.6,800 and Ps.11,599; Level C, between Ps.11,600 and Ps.34,999; Level C+, between Ps.35,000 and Ps.84,999; and Levels A and B, Ps.85,000 or more.

Between December 31, 2013 and December 31, 2015, our total loan portfolio grew by a compound annual rate of 30.0%. This growth increased our profitability as we took advantage of our operating and financial leverage.

Markets for Our Products

We provide our loan products throughout Mexico, including in several major metropolitan areas, such as Mexico City, and other large cities in the states of Guerrero, Morelos, Nuevo León, Puebla, Veracruz and Yucatán, among others. Our payroll and durable goods loan businesses, which are our oldest business lines, have a presence in every Mexican state, while our group loan business operates in 24 of the 32 Mexican states.

The following table shows the percentage breakdown of our loan portfolio in each of our main loan product categories by state as of March 31, 2016.

State	Business Line						Total
	Payroll Loans	Used Car Loans	Small Business Loans	Durable Goods Loans	Group Loans	Consumer Loans (Instacredit)	
Aguascalientes.....	0.9%	0.1%	0.0%	0.0%	4.8%	-	0.7%
Baja California	1.3	0.2	0.0	3.0	0.0	-	1.0
Baja California Sur.....	0.5	0.0	0.0	0.0	0.0	-	0.3
Campeche.....	1.9	0.0	0.0	3.3	2.4	-	1.4
Chiapas.....	6.2	0.0	0.0	5.9	0.0	-	4.3
Chihuahua	1.7	0.4	0.0	0.6	0.0	-	1.2
Coahuila	1.4	0.0	0.0	0.0	2.1	-	0.9
Colima	0.5	0.1	0.0	0.0	0.7	-	0.3
Distrito Federal.....	11.6	3.9	76.2	2.5	0.0	-	13.2
Durango.....	0.7	0.0	0.0	0.0	1.1	-	0.5
Estado de México.....	10.7	3.3	21.0	2.1	0.2	-	8.7
Guanajuato	3.2	0.4	0.0	0.1	14.7	-	2.3
Guerrero	6.9	0.1	0.0	0.0	2.3	-	4.4
Hidalgo	2.5	0.3	0.1	0.2	0.5	-	1.7
Jalisco	3.3	3.8	2.0	0.4	7.3	-	2.8
Michoacán	2.5	0.1	0.7	0.0	10.3	-	1.8
Morelos.....	1.4	0.2	0.0	0.1	3.8	-	1.0
Nayarit.....	0.8	0.0	0.0	0.0	0.4	-	0.5
Nuevo León.....	2.0	1.4	0.0	0.0	2.9	-	1.5
Oaxaca	12.3	0.0	0.0	6.4	0.0	-	8.2
Puebla.....	1.9	0.5	0.0	5.6	0.7	-	1.6
Querétaro.....	0.6	0.2	0.0	0.0	1.5	-	0.4
Quintana Roo	0.8	0.0	0.0	3.7	1.6	-	0.7
San Luis Potosí.....	2.6	0.9	0.0	0.1	9.2	-	1.9
Sinaloa.....	2.3	0.2	0.0	0.0	0.5	-	1.5
Sonora.....	2.0	0.1	0.0	0.1	0.0	-	1.3
Tabasco.....	2.7	0.1	0.0	12.0	7.1	-	2.4
Tamaulipas	2.6	0.0	0.0	2.3	5.7	-	1.9
Tlaxcala.....	1.3	0.1	0.0	0.6	0.0	-	0.8

State	Business Line						Total
	Payroll Loans	Used Car Loans	Small Business Loans	Durable Goods Loans	Group Loans	Consumer Loans (Instacredit)	
Veracruz	8.4	0.1	0.0	44.6	13.2	-	7.7
Yucatán.....	1.1	0.1	0.0	6.4	5.2	-	1.1
Zacatecas	0.7	0.1	0.0	0.0	2.0	-	0.5
United States of America	0.0	83.5	0.0	0.0	0.0	-	7.7
Central America	-	-	-	-	-	100.0	13.4
Other ⁽¹⁾	0.8	0.0	0.0	0.0	0.0	0.0	0.7
Total.....	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

(1) The Other category reflects IMSS and Mexican federal entities that centralize their respective portfolios.

As of March 31, 2016, our payroll loan portfolio was concentrated primarily in the states of Oaxaca (12.3%), Distrito Federal (11.6%), Estado de México (10.7%) and Veracruz (8.4%). These concentrations are the result of the strong presence our payroll loan distributors have in those states and of the high population density of those areas.

As of March 31, 2016, our group loan portfolio was concentrated in the states of Guanajuato (14.7%), Veracruz (13.2%), Michoacán (10.3%) and San Luis Potosí (9.2%). These are the states in which our group loan business has been active for the longest period of time, and as a result, where our promoters have the most developed relationships with existing and potential borrowers.

As of March 31, 2016, our durable goods loan portfolio was concentrated in the state of Veracruz (44.6%) and Tabasco (12.0%). This concentration is the result of the large presence of our principal retail distributors, including Foto Contino de Veracruz, S.A. de C.V. and Distribuidora de Máquinas y Muebles de Mérida, S.A. de C.V., have in these regions.

As of March 31, 2016, our small business loan portfolio was concentrated in Mexico City, Estado de México, Jalisco and Michoacán. This concentration results from the fact that we launched this new business line in Mexico City with plans to broaden the geographic span of this portfolio in the future.

As of March 31, 2016, our used car loans portfolio was concentrated in Other states (83.5%), Distrito Federal (3.9%) and Jalisco (3.8%). This concentration is the result of the operation of our partners in the United States and the current distribution agreements in Mexico. We expect to broaden the geographic span of this portfolio in the future.

Finally, as of March 31, 2016, our Instacredit loan portfolio was concentrated in Costa Rica with 87% of the loans located in that country. This concentration is the result of the inception of Instacredit in that country. We expect to broaden the geographic span of this portfolio in the future.

We believe that our efforts to consolidate our payroll business, work with durable goods specialized retail chains with nationwide scale, expand our group loan branch network and expand the geographic reach of our most recent business lines of small business loans and used car loans will enable us to achieve an even more diversified loan portfolio across all Mexican states.

The following sections describe our loan products in more detail.

Payroll Loans

Our payroll loans are granted through our distributors to unionized state and federal public-sector employees, retirees and pensioners. These loans are originated by our distributors through portfolio purchasing operations. The loans are repaid through paycheck deductions pursuant to the borrowers' prior written instructions. These instructions authorize a borrower's public-sector employer to make fixed installment payments (including interest) from the borrower's payroll wages before those wages are paid to the borrower, significantly mitigating the risk of default. Government agencies typically set limits for the percentage of net available salary that can be deducted from

employees' wages to repay a loan. We offer certain of our customers the option to renew their loans before they reach maturity. Historically, approximately 40% of our payroll customers have renewed their loans, and we expect this trend to continue.

The relationships established by our distributors, either directly or through service providers, such as public relations firms, with those labor unions which employ or represent public sector employees in various regions of Mexico are formalized through cooperation agreements among our distributors, the labor unions and the public sector employers. These agreements provide that the distributor will offer loans that are payable through payroll deductions for unionized workers and also provide that the public sector employers must execute the employee's instructions with respect to payment installments, including interest.

Under these cooperation agreements, obligations are created between our distributors and government entities and/or labor unions, which allow the distributors to take the necessary steps to promote and provide payroll loans to unionized employees. Furthermore, under such cooperation agreements, labor unions typically agree to assist the distributors in processing and obtaining the discount codes (*claves de descuento*) required for direct payroll deductions to be made. Such discount codes are provided by employers. The government entity, in addition to making the payroll deductions and remitting payments directly to Crédito Real as beneficiary is obligated to report periodically to us and the distributors regarding the payroll deductions. Distributors are responsible for coordinating with the relevant government entities so that the appropriate systems are operating properly and payments for bi-monthly amortization repayments are made on time. The government entities and/or labor unions are not involved in any way in the negotiation of loans, the loan approval process or the determination of the terms of credit agreements entered into by the distributors with unionized workers.

These cooperation agreements establish the mechanisms through which public sector employers or labor unions authorize our distributors to award loans to their employees, retirees, pensioners or union members, and promote such loans at work sites or events organized by labor unions. They include (i) the documentation that distributors must present to public sector employers or government entities in order to set up payroll deductions, as well as the timeline for such payroll deductions; (ii) the bank account through which the public sector employers must transfer or deposit payments received, as well as the specified periods for such transfers; (iii) in certain cases of termination, the obligations of government agencies to continue carrying out payments in accordance with the borrowers' instructions for loans which are still active are established; and (iv) the causes for termination or rescission of the loans. The specific terms and conditions of each cooperation agreement vary on a case by case basis. In certain cases, the cooperation agreements establish payments from the distributors to the public sector employers or labor unions for their assistance securing the payroll loan customers. In general, such payments are determined based on the amounts paid by the employees on the payroll loans.

In some instances, the cooperation agreements provide for the payment of a fee by the distributor to the labor unions (or the government agency), based on a percentage of the loans originated through the particular cooperation agreement. Distributors are responsible for coordinating with government entities and our branches in order to ensure that the corresponding information systems work adequately and payments are made on time.

The collection and maintenance of those cooperation agreements has a cost, which we estimate varies between 3% and 5% of revenues generated by the portfolio of payroll loans. This cost is fully covered by the distributors.

As a part of our strategy to expand and strengthen our payroll loan operations and increase profitability, on July 1, 2011, we acquired a 49% share in the capital of Directodo from Grupo Kon and also were granted an option to acquire the remaining 51% of the capital stock. Directodo operates its loan origination business under the brand name and trademark Kondinero, and is one of the leading originators of payroll loans in Mexico in terms of origination capacity. Directodo was founded in 2006 and has since originated payroll loans amounting to approximately Ps.5,000 million throughout Mexico.

On March 31, 2016, Directodo had 84 cooperation agreements with government agencies, and operated 120 branches in 30 states of Mexico. On March 31, 2016, Directodo had 1,481 employees, including 943 sales executives and 31 telephone operators.

The acquisition of Directodo was structured through the merger of Rasteroz, a subsidiary of Grupo Kon holding 49% of Directodo's shares, into Credito Real. As a result of the merger, the shareholder of Rasteroz, Venlo

Resources Pte. Ltd. (a member of Grupo Kon), received 18.8% of our outstanding shares. As part of the transaction, Directodo entered into an exclusivity agreement with us and Rasteroz entered into an agreement not to compete with Directodo and their directors and shareholders for the benefit of Crédito Real. These agreements include all of their loan origination activities and give us the right to fund 100% of the payroll loans originated by Directodo. At the end of 2014, aiming to consolidate our leading market share in payroll loans, we exercised the option to acquire the remaining 51% of Directodo Mexico S.A.P.I. de C.V., SOFOM, E.N.R. (Directodo, which operates its loan origination business under the brand name and trademark Kondinero). The merger took effect in November 2014 and currently we own 99.99 % of Directodo.

Following the same strategy of vertical integration, on November 18, 2011, we acquired a participation equivalent to 49% of the capital of Publiseg, which operates under the brand Credifiel, and is one of the largest distributors of payroll loans in Mexico in terms of origination capacity. We also were granted an option to acquire the remaining 51% of the capital stock of the company. As of March 31, 2016, Publiseg was the third largest originator of payroll loans for us, with approximately Ps.205.2 million originated during the year. The negotiation with Publiseg's shareholders for the acquisition of the 49% interest included exclusivity and non-compete agreements with Publiseg and its managers and shareholders for our benefit. These agreements include all of Publiseg's loan origination activities and give us the right to fund 100% of the payroll loans originated by Publiseg.

Publiseg was founded in 2005. It currently has over 97 branches located in 32 states of Mexico with a sales force of over 2,100 developers. As of March 31, 2016, Publiseg had 150 cooperation agreements.

Similarly, in August 2012, as part of our strategy to consolidate our position in the payroll loan market, we entered into an agreement to acquire a minority interest in the capital stock of GEMA. The negotiation with GEMA's shareholders for the acquisition of an interest in GEMA included exclusivity and non-competition agreements with GEMA and its managers and shareholders for our benefit. We initially acquired a 40.8% ownership interest, and during the first quarter of 2013, we exercised an option to increase our ownership interest to 49%. Additionally, the agreement provides options for us to acquire and for the current shareholders of GEMA to sell the remaining 51% interest in GEMA in 2017 and 2018. On September 28, 2012, we were notified that the Mexican Antitrust Commission (*Comisión Federal de Competencia*) approved the consummation of this acquisition. The initial transaction was completed on October 4, 2012.

GEMA, which operates under the brand name Crédito Maestro, is one of the main payroll loan distributors in Mexico. As is the case for our investments in Kondinero and Credifiel, our investment in Crédito Maestro will be accounted for using the equity method. This transaction continues our strategy of vertical integration and should help us further operating synergies and increases in our net margin.

As of March 31, 2016, Crédito Maestro had cooperation agreements with 71 government agencies, and operated 100 branches in 30 Mexican states. As of March 31, 2016, Crédito Maestro had 1,617 employees, including 1,346 sales executives.

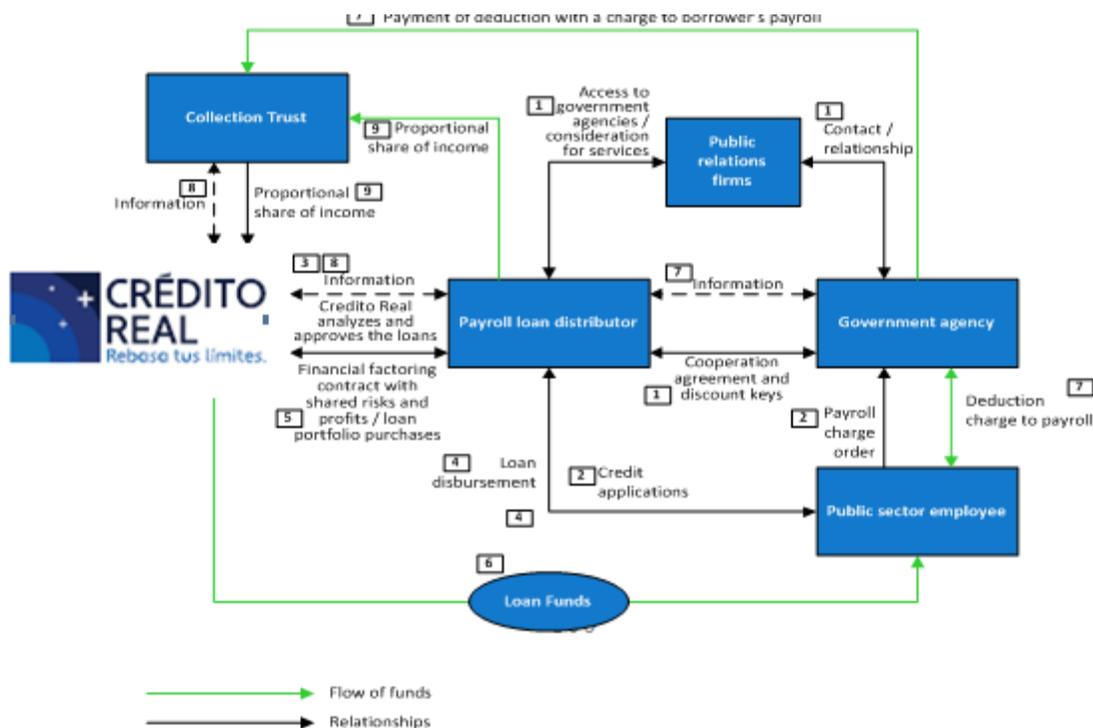
Currently, our payroll loans are originated by Directodo, Publiseg and GEMA under the Kondinero, Credifiel and Crédito Maestro brands, respectively, as well as by 13 other independent distributors. However, we review and analyze each credit application and approve loans according to our own lending policies and procedures, with the aim of ensuring that all of our loans meet the same quality standards. We share with each distributor the credit risk and the income generated by the loans it originates; however, each distributor retains responsibility for servicing and absorbing all operating costs relating to the loans. Government agencies transfer employees' loan payments directly to us or to a trust controlled by us, and we then transfer to each distributor its respective share of income net of any deductions related to non-performing loans.

Our distributors have access to approximately 305 government entities across all states in Mexico, and employ or are affiliated with approximately 1.6 million individuals.

Payroll loans have become an attractive alternative source of unsecured credit for Mexican consumers. Due to the method for repayment, borrowers find it easier to service and qualify for payroll loans compared to other forms of consumer financing. For the same reason, lenders tend to view payroll loans as a more attractive risk compared to other forms of consumer financing.

Our average payroll loan has an average term of approximately 40 months and an initial principal amount of approximately Ps.37,181 (equivalent to approximately 30% of the average borrower's gross annual income). The interest rates we offer on our payroll loans range from 50% to 65% per annum. As of March 31, 2016, we had approximately 356,785 clients with payroll loans outstanding with an aggregate principal amount of Ps.13,265.8 million, which represented approximately 64.0% of our total loan portfolio and 67.4% of our interest income. As of March 31, 2016, the percentage of non-performing loans in our total payroll loan portfolio was approximately 2.5%.

The following chart provides an overview of our payroll loan business model:



1. Distributors' access to government agencies, through public relations firms; signature of cooperation agreements between distributors and government agencies.
2. The distributor consolidates the loan application and compiles the documentation and information needed from the potential borrower (public sector employee); the loan application includes the instruction for a payroll charge granted by the employee/borrower to the agency.
3. We receive the documentation and information from the employee, evaluate the loan application, and approve the loan on a case-by-case basis. We keep the loan documentation (loan contract, pay stub, etc.).
4. The distributor grants the loan.
5. We acquire the loan through a financial factoring operation, pursuant to the financial factoring agreement entered into between us and the distributor.
6. We disburse the loan funds and the borrower/employee receives them.
7. The agency carries out the charges to the employee/borrower's payroll needed for the depreciation of the loan, and transfers the funds to the collection trust. The distributor carries out the collection of the loan with the agency, and receives information from the agency related to the charges made to the employee/borrower's payroll.
8. We receive information on the charges carried out by the agency and the funds received by the collection trust from both the distributor and the collection trust, reconcile this information and apply it to our systems.
9. We distribute the shared gains or losses between the distributor and us.

Business Model

Our business model allows both us and our distributors to focus on each of our respective competitive strengths. While we focus on risk management and funding, our distributors focus on increasing our potential customer base by signing new cooperation agreements with government entities or renewing existing ones and promoting our loans among unionized government employees.

Distribution and Origination

Payroll loans are originated by Directodo, Publiseg and GEMA, under the Kondinero, Credifiel and Crédito Maestro brands, respectively, and by other independent distributors, and later acquired by us via portfolio purchase operations, pursuant to financial factoring agreements with our distributors.

These financial factoring agreements stipulate that: (i) we will pay a specified price to the distributor for the acquisition of rights to the loan, including the formulas used to determine the final price based on fluctuating discounts and taking into consideration the quality of the acquired loan rights, assuming the effective payment of said loans; (ii) payment will be made in partial payments such that part of the price will be paid when the rights to the loan are acquired and part of the payment will be made later, in specified periods; (iii) there will be a joint and several obligation of the distributor in the event that the borrower of the loan acquired by us does not pay the loan amounts due to us based on a percentage of the unpaid amount; and (iv) we may compensate the distributor for the joint and several obligation amount due to us by discounting any amount owed by us to such distributor.

For exclusively operational purposes, a part of the price for the acquisition of the loan in the financial factoring agreements is recognized as “interest income” or a “bonus”, although these concepts are part of the acquisition price for the loan rights, which is determined by taking into account: (i) the amounts paid by the borrowers to us and (ii) the dates on which such amounts are paid.

Factoring agreements entered into by us provide for partial recourse against the distributor if the borrowers do not meet their payment obligations. In terms of the factoring agreement, the distributors are liable to the borrowers for the percentage specified in such agreements with respect to amounts not paid by us.

We currently have factoring agreements with 15 distributors. These distributors in turn have cooperation agreements with public-sector employers or employee labor unions in 266 governmental agencies across all states in Mexico, through which they promote our payroll loan products.

Loan origination occurs through a distributor, subject to our lending standards, our loan terms and our approval. Many of our distributors depend upon the services of public relations firms to provide contacts and lobby for contracts with public sector employers and/or labor unions. The fees paid to these public relations firms by our distributors or by us generally depend on the number of loans that originated from the specific public sector employer or labor union, and the collection of such loans.

Borrowers must be employees of a government agency or members of a labor union that has entered into a cooperation agreement with one of our distributors and must prove employment by producing pay stubs. We are responsible for verifying a borrower’s identity, employment and repayment capacity based on our credit policies. When loans are being originated, distributors are responsible only for collecting information. Borrowers can withdraw the proceeds of the loan against our account at any local bank. Depending on the distributor, loan disbursement can occur either by a deposit in the customer’s bank account, by check or by automated loan disbursement (*dispersion automática de pagos*, or “DAP”), with DAP being the most common. We serve as custodian for all credit documentation, including the irrevocable instructions from creditors for the deductions to be made from their paychecks.

Except for Directodo, Publiseg and GEMA, neither we nor any of our shareholders has an ownership interest in any of the distributors with which we operate. Aside from the acquisitions of 99.99% of Directodo and 49% of Publiseg and GEMA described above, we currently have no intention of acquiring another payroll loan distributor.

Credit Application and Review Process

The credit application process for our payroll loans depends partially on our distributors. They are responsible for collecting the information and sending it to us for our review. Our proprietary credit review and approval process includes both quantitative and qualitative features. Upon receiving a loan application, our credit department first evaluates the electronic credit application and supporting information provided by the distributor and processes the loan application on an individual basis. The credit decision is supported by automated processes through a central computer system using scoring tables and algorithms to evaluate the payment capacity of the applicant. The qualitative aspects of the loan request are evaluated by our credit analysts. Individualized scoring models are

developed for our main specialized retail chains and generic scoring models are used with other specialized retail chains. Our ability to develop a tailored scoring model for a particular specialized retail chain depends on the amount and quality of the information we have on the risk profile of the specialized retail chain's customer. Our business model does not include the possibility of pre-approval of payroll loans.

Loan Servicing and Collection

In Mexico, certain unionized employees receive their paychecks directly from their employers; others receive paychecks from their employers through the labor unions to which they belong. Each distributor registers each payroll loan it originates with the borrower's employer or the borrower's union, according to the entity from which the borrower receives his or her paycheck. The distributor submits signed instructions from the borrower to the borrower's employer or union to make direct installment payments to the lender from the borrower's paycheck. Every two weeks, we collect from employers or unions of our borrowers, prior to the disbursement of paychecks, an amount equal to the total installment payments of our payroll loan borrowers; this amount is sent to a trust in which we are a trustor, and in which Crédito Real and our distributors are beneficiaries of the payroll loan collections received. Each distributor verifies the loan payments and sends an electronic file to us with the necessary information for the correct application of the payment in our management system. We then transfer to each distributor its respective share of income net of any deductions related to non-performing loans. This agreed-upon income percentage given to the distributor is treated as a bonus to the discount with which we acquired the loans from the distributor. On occasions, due to netting and compensation, we directly transfer to the distributor its share of income.

Loan Documentation

Payroll loans acquired from our distributors are documented through the execution of loan contracts and promissory notes. We store the loan contracts and original promissory notes in digital format, as well as by safekeeping signals.

There is no priority of payment for cases where a borrower has more than one loan with different lenders.

The payroll loan contracts do not allow for the payment of additional amounts in favor of the borrowers, such as interest. Some payroll loan contracts may establish penalties for voluntary prepayment by the borrowers. However, the borrowers have the option of making direct payments to the account specified in the contract pursuant to the terms and conditions established in said loan contracts.

Target Market

Our target market for payroll loans consists of unionized employees of federal, state and municipal governments and other public agencies with monthly gross income ranging from Ps.10,000 to Ps.30,000. As of March 31, 2016, approximately 54.8% of the payroll loans we acquired were made to current employees of the state and federal public school systems. Public healthcare professionals represent 8.5% of our loan originations and IMSS employees represent 17.7%, while other government employees account for the remaining 19.0%.

Competition

In addition to credit cards and other forms of financing, our primary competitors in the Mexican payroll loan market are the following companies:

- Crediamigo México, S.A. de C.V.;
- Consupago, S.A. de C.V.;
- Ediciones Tratados y Equipos, S.A. de C.V.; and
- FONACOT.

The remaining competitors in the Mexican payroll loan market are comprised of a number of other institutions, none of which, we believe, has a significant individual market share. We believe that our distributors with whom

we operate generally do not work with other payroll lenders and enjoy stable relationships with public-sector employers and labor unions. However, our agreements with our distributors are not exclusive, and we cannot assure you that our distributors with whom we operate will continue working primarily with us or that they will maintain their existing payroll loan cooperation agreements with public-sector employers and unions.

Competitive Strengths

We provide low-cost funding to our distributors through our factoring operations. In addition, our profit/risk sharing arrangements with our distributors create an incentive for them to operate efficiently.

Our distributor network provides access to customers in different locations within Mexico. Our systems and technological platform give us the ability to tailor our payroll loan products to satisfy the specific needs of customers across diverse locations in Mexico.

We have a highly developed operational model, information technology systems and broad-based market expertise that help us to better adapt to the needs of our distributors and maintain better control over our payroll loan portfolio. In addition, our operational flexibility and capacity to innovate allow us to adapt to changing market conditions and constantly analyze opportunities as they arise with new distributors, agencies and markets more broadly.

The terms and conditions of our payroll loans include fixed interest rates, fixed terms and fixed installment plans. We believe our borrowers find such fixed terms easy to understand, making our payroll loan products more attractive.

Pensioners

Since 2014 we have been active in granting loans to pensioners of the Instituto Mexicano del Seguro Social (IMSS). We estimate the pensioner market to be nearly 3.7 million people, mostly underserved by traditional financial institutions. One of the advantages of the pensioner segment is that the origination process is straightforward, because the monthly payment, and therefore the total amount of the loan, is determined by the IMSS itself, and the collection process is highly reliable. As of the end of the first quarter of 2016, loans to pensioners amounted to 18% of our total payroll loan origination.

Used Car Loans

Our used car loan business in Mexico is mainly focused on financing semi-new and used cars through strategic alliances with a network of distributors that use their own sales force to promote our loans. The cars have a life range of three to ten years. Loan terms ranges from six to 48 months with interest rates from 25% to 35%. Additionally, all cars are insured and have a GPS system that allows us to know in real-time where the car is at all times.

In addition to this, we have a 51% equity interest in a company which operates under the brand name “Drive & Cash”, which is engaged in offering secured financing for private automobiles and commercial vehicles. As of March 31, 2016, the distribution network of Drive & Cash is composed of 45 branches located in 20 states nationwide in Mexico.

We also offer loans for used cars in the United States. We have a majority stake in a distributor operating under the brand “Don Carro” with four branches in Texas.

In addition, in October 2015, we acquired a majority stake in a credit operator for used cars called AFS, LLC or “AFS.” AFS has a service platform that enables it to operate in 40 states throughout the United States and has operating agreements in place with more than 300 distributors in that country.

We believe these investments in Don Carro and AFS will allow us to focus on serving the segment of the Hispanic market in the United States with limited access to used car loans and simultaneously will allow us to build a significant U.S. dollar-denominated asset base.

As of March 31, 2016, we had a used car loan portfolio of Ps.1,963.6 million with a customer base of 13,274 clients.

Distribution and Origination

We have factoring agreements with 18 distributors that collectively have more than 150 points of sale. Our principal distributors are GPI Comercial S.A. and Fonding S.A. Our top three distributors collectively account for approximately 93.5 % of our used car loans portfolio.

Loans are originated at the point of sale. The borrower must complete a credit application in the store and a commercial advisor sends it to Crédito Real with copies of the customer's identification and income statements. The information is sent to the company through our digital platform

The disbursement of funds to the specialized retail chain occurs approximately within 48 hours of receiving all of the required documentation.

Credit Application and Approval Process

Our proprietary credit review and approval process includes both quantitative and qualitative features. Upon receiving a loan application, our credit department first evaluates the electronic credit application and supporting information provided by our distributors and processes the loan application on an individual basis. The credit decision is supported by automated processes through a central computer system using scoring tables and algorithms to evaluate the payment capacity of the applicant. Quantitative information regarding payment capacity is determined based in part on proprietary industry data, in part on individualized payment history (if the applicant is a repeat customer) and in part based on information obtained from third-party credit bureaus. Individual scoring models are developed for our main specialized retail chains and generic scoring models are used with other retailers.

For the used car loans applications that lack detailed credit histories, the qualitative portion of our proprietary credit review and approval process becomes paramount. This process, which typically takes approximately 48 hours to complete, involves individualized investigations into the creditworthiness of a potential borrower, including personal contact, typically by telephone, between our credit department and the borrowers' employer and other references that the borrower provides.

Loan Servicing and Collection

Repayment of our used car loans by our customers is typically accomplished through monthly payments to us through a local bank. All of our cars have a GPS that allows us to know in real time where each vehicle is at all times. We have implemented preventive collection procedures, including telephone calls to inform customers that a payment is coming due or has become overdue. Any loan that has two consecutive overdue payments is placed in a field collection process, and we may eventually pursue legal action for collection and repossession of the vehicle. Our used car loans are secured by a non-possessory pledge (*prenda sin transmisión de posesión*) on the car invoices of the purchased car (property title), which is endorsed by a guarantee in favor of us and is kept in a secure vault at the company. However, for purposes of enforcing our rights in collection procedures, we use only the promissory note that evidences the corresponding loan.

Competition

The market for used car loans in Mexico is not very penetrated. Our competitors are mainly:

- Some banks;
- Local financial companies; and
- Small car dealers that offer in-house loans.

In the U.S., we compete in the used car loan market mainly with:

- Banks and credit unions;

- Finance companies and captive finance companies; and
- Buy Here Pay Here dealerships.

Competitive Strengths

Our principal competitive strength is the flexibility of our financing program, our capability to do tailor financing programs that meet our clients' needs and credit profile and the efficiency in the overall loan process.

Small Business Loans

This business aim to serve a market segment that is underserved by banks, through two different channels:

- An alliance with a small business loan distributor. In October 2013, we entered into an alliance with Fondo H in order to strengthen our position in the SME loan market and also acquired a Ps.657.5 million loan portfolio. Fondo H is an originator focused on granting short- and medium-term loans to SME's in Mexico. Its customer base includes businesses in the manufacturing, distribution and services sectors. Through the agreement we provide exclusive funding for the loans originated by Fondo H. The enterprises that are granted such loans have annual sales between Ps.50,000,000 and Ps.100,000,000. The loan amounts rage from Ps.1 million to Ps.10 million with loan terms from three to 24 months and interest rates of 20-25%. We believe this market represents a great opportunity because of the large number of small business in Mexico.

This alliance has enabled us to grow our loan portfolio more rapidly, from Ps.865.6 million in 2013 to Ps.1,318.3 million by the end of 2014 and Ps.1,485.5 million at the end of 2015. This growth is equivalent to a CAGR of 31.0% over two years.

- A personal in-house brand in the Mexico City area. The main customers of our Crédito Real PYMES brand are mom and pop stores, micro and small enterprises and independent professionals. We provide enterprise financing through non-revolving short term lines (up to 12 months) and long term lines (up to 36 months) to fund working capital requirements and investment activities. Amounts range from Ps.100,000 to Ps.1,000,000, with a preference for loans in an amount approximately equal to Ps.400,000. The collateral is comprised of personal guarantees, and on loans of Ps.500,000 and above we require a hard collateral, non-residential guarantee. Interest rates and loan fees range from 28-32% and 1.5-2.5%, respectively.

Distribution and Origination

Loans are originated through our official internet web site, commercial fairs, street screenings and our business center in Mexico City. The total sale force consists of ten sale representatives. Portfolio management and the approval process are performed through the Credit Relationship Manager System (CRM).

The prescreening process is performed by our ten sales representatives and is based on a know-your-customer approach. The process involves the completion of a credit application that comprises: (1) commercial, personal and credit bureau references, (2) proof of cash flow generation based on banking and/or financial statements and (3) verification of place of business. Once a customer has been approved a preliminary term sheet is validated.

The financial analysis consists of an in depth interview to establish payment capacity. The analysis is based on cash flow rather than collateral lending. Our in-house financial model considers: cash flow generation, liquidity and leverage ratios, operating cycle and capital expenditure requirements. After the financial analysis, a Corporate Credit Summary (CCS) is generated for approval by the Credit Committee (individual and joint faculties).

Loan Servicing and Collections

We have implemented a preventive collection procedure performed by the sales force team, which includes telephone calls and in some cases personal visits to the place of business to notify a customer that a payment is coming due or has become overdue. Any loan that has two consecutive overdue payments is transferred to a specialized collections division in order to procure payment.

Competition

Direct competition consists of other non-banking institutions and personal and corporate credit cards issued by banking institutions.

Competitive Strengths

Our main competitive strengths are our quick response time, our capability to perform tailor financing and personal and direct service.

Durable Goods Loans

This is the business we started with over 23 years ago. It is the most mature product that we carry and the product with the highest competition. Given these conditions, we have been downsizing this portfolio in order to maintain a high quality asset. Our durable goods loan business principally involves the acquisition of accounts receivables from specialized retail chains pursuant to factoring agreements. However, in some cases, we provide direct loans to end-customers under a specialized retail chain's brand. The goods sold by our retail partners and financed by us are mainly "white line products" such as kitchen appliances, clothes dryers and washing machines, as well as furniture and electronics.

Durable goods financing was the first product we offered when we were still an affiliate of Grupo Mabe, one of the leading manufacturers of "white-line" appliances in North, Central and South America. We subsequently expanded the product by offering smaller retailers a convenient and cost-effective financing source. Small retailers typically have limited access to direct financing sources and are unable to fund their own loan portfolios. We effectively become the financing arm of the retailers we work with, allowing them to eliminate costs associated with loan processing, financing and collection, and freeing up working capital for other uses.

Our average durable goods loan has a principal amount of approximately Ps.12,638 and a term of approximately twelve months. Our durable goods loans generally have a term of one year or less. As of March 31, 2016, we had approximately 77,571 durable goods loans outstanding with an aggregate value of approximately Ps.980.3 million, which represented approximately 4.7% of our total loan portfolio and 3.1% of our interest income.

Given the state of the market in this product, we are looking for new opportunities in this line of business and testing new technologies for the origination of these types of loans. We are convinced that the future of the consumer lending will be online. Therefore, we are updating our technological platform to face the new challenges of the industry. We are also currently evaluating new strategies and expect to launch new products to continue expanding this line of business.

Distribution and Origination

We have factoring agreements with four active specialized retail chains that collectively have 115 points of sale in more than 50 cities throughout Mexico. Our principal distributors are the electronics and furniture retailers Foto Contino de Veracruz, S.A. de C.V. and Distribuidora de Máquinas y Muebles de Mérida, S.A. de C.V.

Loans are originated at the point of sale on a two-track process depending on the extent of the borrower's credit history. The borrower must complete a credit application in-store. If a borrower has a credit history at one of the credit bureaus, which we estimate is the case in approximately 72% of the durable goods loans we analyze, we are usually able to approve or deny the loan application within 30 minutes of its submission. When no credit history is available to us, approval typically takes approximately 48 hours and depends on the prospective borrower's creditworthiness as determined through our detailed proprietary credit approval processes.

The disbursement of funds to the specialized retail chain occurs approximately within 48 hours of receiving all of the required documentation.

Credit Application and Approval Process

Our proprietary credit review and approval process includes both quantitative and qualitative features. Upon receiving a loan application, our credit department first evaluates the electronic credit application and supporting

information provided by the specialized retail chain and processes the loan application on an individual basis. The credit decision is supported by automated processes through a central computer system using scoring tables and algorithms to evaluate the payment capacity of the applicant. Quantitative information regarding payment capacity is determined based in part on proprietary industry data, in part on individualized payment history (if the applicant is a repeat customer) and in part based on information obtained from third-party credit bureaus. Individual scoring models are developed for our main specialized retail chains and generic scoring models are used with other retailers. Our ability to develop a tailored scoring model for a particular retailer depends on the amount and quality of the information we have on the risk profile of the retailer's customers.

For the durable goods loan applications that do not have detailed credit histories, the qualitative portion of our proprietary credit review and approval process becomes paramount. This process, which typically takes approximately 48 hours to complete, involves individualized investigations into the creditworthiness of a potential borrower, including personal contact, typically by telephone, between our credit department and the borrowers' employer and other references that the borrower provides. For the durable goods loan applicants that have detailed credit histories, we are usually able to approve or deny a loan application within approximately 30 minutes of its submission.

The principal reason for rejecting a credit application is negative credit history. The average approval rate for the year ended December 31, 2015 was 46.4%, and for the three months ended March 31, 2016 it was 46.7%.

Loan Servicing and Collection

Repayment of our durable goods loans by our customers is typically accomplished through monthly payments to us, either through a local bank or through the specialized retail chain itself, which subsequently directs the payments to us. We have implemented preventive collection procedures, including telephone calls to inform customers that a payment is coming due or has become overdue. Any loan that has two consecutive overdue payments is placed in a field collection process and we may eventually pursue legal action for collection. Our durable goods loans are secured by the invoices of the goods purchased with the proceeds of such loans, which limits the ability of borrowers to dispose of the goods before the loans are fully repaid. However, for purposes of enforcing our rights in collection procedures, we use only the promissory notes (*pagarés*) that evidence the corresponding loans.

Target Market

Our target consumers have a monthly income ranging from Ps.5,000 to Ps.12,000, many of which have limited credit histories and no access to credit cards. We specialize in tailoring our financing programs to meet the particular needs of each specialized retail chain's customers and have the ability to adjust our financing terms to accommodate specialized retail chain promotions. Approximately 52% of our durable goods loan borrowers are men and 48% are women.

Competition

The market for retail consumer credit in Mexico is highly competitive. Our competitors for durable goods loans include the following:

- Other consumer finance companies, including Crédito Familiar, S.A. de C.V., Cetelem México, S.A. de C.V. and Financiera Independencia, S.A.B. de C.V., SOFOM, E.N.R.;
- Specialized retail chains with in-house consumer financing programs, including Grupo Elektra, S.A.B. de C.V., Banco Ahorro Famsa, S.A., Institución de Banca Múltiple and Bancoppel, S.A., Institución de Banca Múltiple in the low- to middle-income market segments and, major department stores such as Grupo Palacio de Hierro, S.A.B. de C.V., El Puerto de Liverpool, S.A.B. de C.V. and Sears Roebuck de México, S.A. de C.V. in the middle- to high-income market segments; and
- Financial intermediaries, such as banks which offer loans for durable goods, and credit card providers.

Group Loans

We started our group loan business in March 2007. This loan product is targeted at owners of small, often informal commercial enterprises referred to as “microbusinesses.” The owners of microbusinesses typically have limited access to traditional financing sources such as banks. They typically rely on alternative financing, including cash loans from businesses such as ours, to supply working capital for their microbusinesses.

During 2014, we decided to change our strategy in group loans from direct originators with a branch network to partnerships to whom we provide funding and in whom we hold an equity participation. As a result, we handed over our branch network,

Currently, group loans are originated through two specialized operators, Contigo and Somos Uno, in which we have equity participations of 38% and 23%, respectively. These two partners together have a total of 1,061 promoters and a network comprising 143 branches. The promoters are familiar with the specific needs of micro-entrepreneurs and self-employed individuals.

Our group loans are short-term loans ranging from 12 to 16 weeks made to microbusiness owners, predominantly women, who form small groups of between 12 to 25 borrowers. The borrowers use the loan proceeds exclusively to finance small commercial enterprises. Each individual in a group may borrow a different amount of money, but the repayment dates and applicable interest rates are the same for everyone in the group. Prior to disbursing a loan, we require each borrowing group to provide to us a security deposit equivalent to 10% of the principal loan amount to be disbursed. Each group member jointly and severally guarantees each other group member’s obligations, assuming responsibility for any payment default by another group member.

As of March 31, 2016, we offered group loans to a total of 169,748 customers. Over the next few years, we plan to consolidate our presence in the states in which we currently operate and to continue to eventually expand into other regions in order to build a national presence. We believe our growth strategy will yield significant improvements in our volume, margins and efficiency. We plan to increase the number of customers per promoter and per branch. Furthermore, we believe our disciplined execution and comprehensive training programs will also allow us to improve our operating efficiency and profitability.

Our promoters are responsible for identifying and forming borrowing groups, originating loans and ensuring the timely collection of payments by coordinating weekly borrowing group meetings. Loan payments are collected by a leader selected from within the members of the borrowing group. Each leader is accompanied by another group member to deposit collections on a weekly basis at nearby bank branches or certain convenience stores with which we have collection agreements. Approximately 61% of our group loan customers have applied to renew their group loan once their existing loan has been repaid in full. In order to renew a loan, the borrowing group must increase the number of members by at least one member. In addition, we offer each borrowing group member the opportunity to acquire a year-long life and cancer insurance policy. As of March 31, 2016, 98.4% of our customers had acquired such policy.

Our average group loan has a principal amount of Ps.3,282 per group member. As of March 31, 2016, we had a Ps.315.5 million group loan portfolio, which represented approximately 1.5% of our total loan portfolio and 0.4% of our interest income. The non-performing loans in our group loan portfolio as of March 31, 2016 were approximately 0.0% of our total group loan balance.

Distribution and Origination

We rely on employees known as promoters (*promotores*) to identify and recruit potential customers for our group loan products. These promoters operate and receive full salaries and benefits, as well as performance bonuses based on the volume and performance of the loans they help originate. In addition to identifying and recruiting potential customers, promoters are responsible for meeting with borrower groups every week to assess the performance of their microbusinesses and to supervise the collection of payments. Moreover, in 2015 we formed an alliance with two group loan distributors in order to strengthen our loan origination. As of March 31, 2016, we had 1,061 promoters across 143 branches within Mexico.

A key element in the development and maintenance is the formation and maintenance of our staff of promoters. We typically recruit candidates to become promoters from the local area. Our promoters play a key role in our group loan business, and we place a high priority on their training. Each promoter receives two months of training before starting work, which includes both classroom sessions and on-the-job training. This intensive training program is intended to familiarize our promoters with marketing and group formation strategies and with our detailed credit review process and to allow our promoters to develop a thorough understanding of the local market. Our promoters are supervised and evaluated on an ongoing basis by senior personnel and receive periodic training focused on innovations in our business and personal development. A significant portion of the costs involved in expanding our group loan business relate to the recruiting, training and oversight of promoters. The historically high turnover rate of promoters in this business, which requires us to continuously recruit and train new promoters, contributes to these costs.

We believe that a key differentiator of our business model is our innovative origination and collection methodology for group loans and the level of discipline we maintain in the execution of such methodology. We have implemented a number of policies and procedures that we believe have enabled us to maintain low delinquency rates on group loans, including the following requirements: (i) weekly group meetings coordinated by promoter at which loan payments are collected; (ii) each borrowing group member must live within a 15-minute walking distance from the weekly meeting point; (iii) no more than two members of the same family are allowed to be part of a given borrowing group; and (iv) no loan disbursements may be made to the group unless all group members are physically present at the disbursement meeting. Loans are disbursed by DAP.

Credit Application and Review Process

Because many of our group loan customers have limited or no credit history, the documentation review process for these loans is generally limited to verifying the identities of the borrowers and their sources of income. Our promoters also play a significant role in the credit review process by personally investigating and evaluating prospective borrowers and working to organize effective and efficient borrowing groups. In addition, although our group loans are reviewed and approved by our branches, our central operations department continuously monitors the local credit review process to ensure that our credit review methodologies are applied appropriately. As of March 31, 2016, the approval rate for our group loans was approximately 95%.

Loan Servicing and Collection

Each member of a borrower group is required to attend a weekly meeting with the promoter that recruited the group. During this meeting, each member of the group makes the payment due on his or her portion of the loan. If any group member is short of funds or does not attend the meeting to make his or her respective payment, the other members of the group assume responsibility for making up the difference. Each group is led by a committee of three members (a president, a leader and a secretary, all of whom are elected by the group), who are responsible for collecting and verifying loan payments by each member of their group. The promoter is responsible for verifying the collection of payments and ensuring that the total amount of funds received is correct, but promoters do not receive or manage cash payments made by our customers. Instead, the group's committee is responsible for depositing the payment at an authorized bank branch or at certain convenience store chains with which we have collection agreements. Each group's committee keeps all receipts of its bank deposits in order to verify that payments have been made correctly.

As a principal measure for the enforcement of loan payments, we measure delinquency rates using a four-day late payment metric. Our promoters' monthly bonus is tied to their ability to maintain an average delinquency rate below 3.5%, as measured by our four-day metric. In addition, each promoter is required to attend every collection and payment meeting of their borrowing groups to ensure that borrowing groups have collected the total amount of their weekly due payments. Our central offices send to each branch manager the details of all loans that are in default for their timely follow-up on a daily basis.

Target Market

Our group loans are targeted at groups of individuals, primarily women, who own and operate small commercial enterprises but who do not have access to credit from traditional banks. These individuals generally have monthly incomes ranging from Ps.2,000 to Ps.5,000. The average loan balance for our group loans is Ps.3,282

per group member, has an average term of 12 or 16 weeks and carries an effective annual interest rate of 90% to 110%.

Competition

As a whole, we are one of the principal financial companies in Mexico. Our principal competitors at the national level are Banco Compartamos, S.A., Institución de Banca Múltiple, Financiera Independencia, S.A.B. de C.V., SOFOM, E.N.R and Centro de Apoyo al Microempresario Fundación Integral Comunitaria. We also face competition from regional microlenders and the other players like pawn shops. We compete with these various firms primarily on credit terms and customer service. In addition to other microlenders, we also face competition to a lesser extent from more traditional financing sources. In particular, credit cards have become more widely available in Mexico in recent years, and borrowers who currently rely on loans may be able to secure other sources of financing in the future.

Despite the intense competition, we believe that market penetration of microfinance in Mexico remains low. Our research and discussions with our group loan customers indicate that a significant portion of our group loan borrowers has never had contact with other lenders.

Competitive Strengths

We believe that the primary competitive strengths of our group loan business are our business model, our human resources and our customer service. We believe one of the most distinctive aspects of our business model is the level of discipline which we exercise in the implementation of our group lending methodology described above. We believe that our group loan customers value personal interaction in business relationships, and that our trained staff of promoters, who regularly meet with borrower groups throughout the term of their loan, are essential to cultivating these relationships. Many of our promoters hail from the same cities and regions of Mexico that they serve and can use local relationships to identify and source new customers for our group loans. In addition, we believe that we have designed adequate training programs and compensation schemes that enable and encourage our promoters to deliver a superior customer service. We believe our staff of promoters will be our most important asset in consolidating and growing our group loan business.

Collection

In the event of a late or missed loan payment, collection efforts will be conducted.

- (i) For payroll loans, the collection effort will be conducted by our distributors, each of which has direct contact with the government agencies, labor unions and borrowers. We participate by informing the distributor of late payments. In case of a loss, we will share the loss with the distributor in accordance with the terms of the applicable loss agreement.
- (ii) For used car loans, each car outside of the United States has a GPS system that allows us to know in real-time where the car is located at all times. In addition, all cars are insured.
- (iii) For small business loans, we have certain warranties that support the loans.
- (iv) For durable goods loans, our call center will contact the borrower directly and attempt to recover the payment.
- (v) For group loans, the promoter, in concert with other members of the group, will handle the collection effort. We assess delinquency of the loans based on a four-day internal payment metric and determine what additional measures need to be taken after a loan becomes delinquent.

Other Businesses

Resuelve tu Deuda

During December 2015, we acquired a 55% equity stake in Resuelve tu Deuda whose main business consists of offering services to repair individuals' credit standing in Mexico and Colombia. Resuelve tu Deuda did not bring

additional credit risk to Crédito Real, but as a fee business this acquisition helped us to diversify our total revenue. Although it represented only 2% of our income for the three months ended March 31, 2016, we believe this business presents significant growth opportunities.

Instacredit

Instacredit is a consumer loan based company that has 65 branches throughout three countries; Costa Rica, Nicaragua and Panama. Instacredit started its business on April 2000 in San José, Costa Rica and since 2007 started expanding into other Central American countries.

Instacredit offers everyday rapid credit solutions to low and mid-level income consumers that do not have access to traditional bank loans. The products are the following: personal loans (unsecured), auto loans (secured), SME loans (secured), and home equity loans (secured).

Personal Loans

Personal Loans offer everyday credit solutions to clients that urgently need liquidity. These loans can be accessed through branches, direct sales force, promoters, renewal marketing or any of Instacredit's consumer dealership partners.

Due to the fact that all personal loans are unsecured, the average interest rate in Costa Rica is 63%, 51% in Nicaragua and 54% in Panama, with an average duration of 33 months. All personal loans represent approximately 46% of the Instacredit's loan portfolio as of March 31, 2016.

Within the personal loans granted in Costa Rica, Instacredit allows its clients to use the facility of payroll deduction that is done through a third party cooperative. This option can only be offered to government employees. At the moment of the formalization of the loan, the customer signs a consent form providing authorization to the cooperative to deduct the corresponding installment amount each month. This collection method allows the Company to maintain a healthier portfolio.

Auto loans

Generally, auto loans are granted through auto dealership partners located throughout Costa Rica. At the moment of formalizing an Auto Loan, the clients must utilize the purchased vehicle as collateral in order for the loan to be granted, for which 100% of the auto loans are secured.

As of March 2016, auto loans represent approximately 37% of Instacredit's active loan portfolio with an average interest rate of 55% in Costa Rica and 42% in Nicaragua and 42% in Panama.

SME Loans

SME Loans are granted to small and medium enterprises (2-5 employees) that can provide evidence of having a physical space where they conduct their business on a daily basis. These loans are generally originated in the branches since a site-visit to clients businesses must be conducted as a requirement for eligibility for a loan.

As an underwriting procedure, the SME must present valid bills, financial statements or any other way to prove financial capability to confront the monthly installments. SME loans are required to have a collateral such as a truck, a car, a house or any other personal asset that the analysts considers valuable enough to serve as collateral.

As of March 2016, SME Loans represented 16% of the active loan portfolio with an average interest rate of 52% in Costa Rica and 56% in Nicaragua. SME Loans are not offered in Panama.

Home Equity Loans

Home equity loans are loans granted to clients that are looking to renovate their home and are willing to set the asset as collateral. In order for the house to be approved as collateral, the house must not have another mortgage in place with any other entity. The size of the loan is subject to the valuation of the asset performed by an authorized appraisal agent, the average loan-to-value for this product is 30% to 60%.

Home Equity Loans represent 1% of Instacredit's loan portfolio with an average interest rate of 46% in Costa Rica. This product is only being offered in Costa Rica.

General Underwriting Procedure

The general underwriting procedure is similar for the four loan types offered to Instacredit clients. This procedure includes the following steps:

- 1) Request form: A request form must be filled to verify the potential client's identity, address, income and employment. The request form can be completed in a branch, with the sales call center or in a dealership. This process usually takes ten minutes or less.
- 2) Data verification: Once the request form is completed by the potential client, it is then sent to a credit analyst where a financial background check is conducted using at least one of the credit bureau databases. In the case of SME loans a site-visit is required.
- 3) Credit evaluation: The credit analyst reviews the credit bureau report and determines the income to expense ratio to determine the indebtedness capability of the potential client. The mentioned ratio must not exceed 50%. The analyst will also examine the income sources provided by the potential client to determine the maximum amount that can be offered to the client. The data verification and the credit evaluation process, in a Personal Loan, will usually take 20 minutes or less.
- 4) Approval: All loans must be approved by a branch manager or regional manager depending on the size of the loan. Once the loan has been approved by the manager, the loan may be disbursed. The disbursement can be done directly in the branch in cash, by check or through a wire transfer, as per the client's request.

Collections

In order to create an easy to pay experience to clients, Instacredit provides them with the opportunity to pay their installments in its branches, in any bank, or in one of the Instacredit partners.

In average, Instacredit's branches collect approximately 73%, banks another 12% and Instacredit partners collect the remaining 15%.

In order to collect more efficiently, Instacredit has a collection call center in each of the countries it operates, the call center has specialized collection staff. As of March 2016, over 200 employees were active collectors in Instacredit's call centers. The call center reminds clients to submit their next payment on time and coordinates payment agreements for overdue customers.

Target Market

Instacredit's target market for all four types of loans consist of the low and mid-level income population that does not easily qualify for a loan from a traditional bank, or requires immediate liquidity, meaning those customers do not have the ability to wait for several days for a small loan.

Competition

In addition to credit cards and other forms of financing, Instacredit's primary competitors in Costa Rica, Nicaragua and Panama are the following companies:

Company	Country	Loan Type	# Branches	Response Time
	Costa Rica	Personal loans	2	24 hours
	Costa Rica	Personal and credit cards	3	48 hours
	Panamá	Personal loans	30	2 hours
	Panamá	Personal loans	14	24 - 48 hours

Competitive Strengths

Instacredit's branch-based business model provides accessibility to clients all around Costa Rica, Nicaragua and in Panama to an immediate financial solution in less than 30 minutes. The partnerships held by Instacredit with different country-wide chains permit its clients to pay their installments anywhere in the country as late as midnight.

In addition, Instacredit's over 15 years of experience, strong brand positioning and expertise has allowed it to create an operational model highly developed to best fit potential and actual customer needs. With the support of its technological platform, it can fulfill any request of internal and external clients providing the best customer experience possible. In its constant effort to deliver the best possible customer service, Instacredit has a permanent marketing campaign, market research and customer service evaluation through all its branches and call center. This has allowed it to become the top-of-mind choice of its target market when it comes to cover a financial need.

Information Technology

Our technology systems department is responsible for the development and maintenance of our proprietary information system and infrastructure, administration and control of our databases and providing helpdesk assistance. The central technology platform for the administration of our portfolio belongs to us. Our systems are subject to security and quality control standards that are in line with industry practices and are continuously monitored through internal control procedures and internal and external audits.

We maintain an electronic record of all loans, as well as the different stages in their life cycle, in our portfolio management system. These records are updated every time there is contact with the borrower and any modifications resulting from such contacts are recorded. The databases are backed up automatically on a daily basis. We maintain a primary communication site in our central offices and also maintain a mirror data center located in another part of Mexico City for safety reasons.

Credit and Risk Management Policies

Credit risk is the possibility of a loss arising from a credit event, such as the failure by a borrower to make principal and interest payments under previously agreed terms, which causes an asset to lose value. The purpose of credit risk management is to mitigate and optimize credit risk, keeping our exposure to credit risk within a permissible level relative to our capital, in order to maintain the soundness of our assets and to ensure returns commensurate with risk. Our current credit policy sets forth uniform and basic operating concepts, code of conduct

and standards for credit operations. By giving our employees extensive credit training, we aim to achieve a high standard of credit risk management and create a better credit risk management culture within Crédito Real.

We have developed and refined our own proprietary underwriting standards and a digitalized credit review system, which help ensure high-quality loan portfolios and a faster credit approval process. In reviewing credit applications, we rely on both quantitative and qualitative measures, allowing us to utilize our knowledge and experience to better evaluate credit risk on a case-by-case basis. We believe our risk analysis systems allow us to make better credit decisions when evaluating credit applications from customers with limited or no credit histories or who work in the informal economy. We believe that our business model limits our exposure to credit risk. Our payroll loans are repaid through direct charges from the borrowers' paychecks pursuant to express written instructions from the borrowers. These instructions authorize a borrower's public-sector employer or labor union to make fixed installment payments during the term of the payroll loan from the borrower's payroll wages before those wages are paid. In the case of group loans, we require our customers to provide a security deposit equivalent to 10% of the principal loan amount prior to the disbursement of each loan, and each group member jointly and severally guarantees each other group member's obligations, assuming joint responsibility for any missed payment by another group member. In addition, payments on our durable goods loans are supported by our possession of invoices for the goods purchased with the proceeds of such loans, facilitating repossession and limiting the ability of borrowers to dispose of the goods before the loans are fully repaid. However, for purposes of enforcing our collection rights, we use only the promissory notes (*pagarés*) that evidence the corresponding loans.

For loans to small and medium-sized businesses, we developed a hybrid credit approval procedure, in which different aspects of the clients are taken into consideration, including: the payment quality of previously contracted debt (knock-outs considered), contacting references, conducting field research, interviewing the clients, as well as applying a parametric score model. The latter includes demographic parameters, repayment capacity index, credit score, as well as qualitative and quantitative variables regarding the applicant and the credit facility.

As part of our ongoing process to monitor risks, we monitor the credit collection process, which is a crucial aspect of our credit process. We analyze, evaluate and monitor each loan individually. Special attention is paid to non-performing loans, and stricter measures are used to monitor these loans.

We adhere to an ethics policy and other procedures in all our operations and contracts, which includes internal controls and practices aimed at identifying, evaluating and preventing the risk of corrupt behavior by our officers or employees, directly or indirectly, in (i) their relationships with officers of public or private entities, (ii) the carrying out of commercial transactions and (iii) the implementation of credit practices (including the origination of payroll loans).

Employees and Labor Relations

As of March 31, 2016, there were a total of 495 individuals working at Crédito Real. The following table sets forth the number of our full-time employees and their positions:

<u>Number of Employees</u>	<u>Position</u>
411	Operational and Administrative
66	Managers
18	Officers

Our operational and administrative personnel belong to the National Union of Workers of Financial and Banking Institutions, Organizations and Auxiliary Credit Activities, Office Employees, and Similar of Mexico (*Sindicato Nacional de Trabajadores de Instituciones Financieras, Bancarias, Organizaciones y Actividades Auxiliares de Crédito, Empleados de Oficina, Similares y Conexos de la República Mexicana*), which are subject to a collective bargaining agreement dated May 1, 2010. As of the date of this offering memorandum, we had a good relationship with our employees and their unions. Of the total number of our employees, 99% are non-union managerial employees (*empleados de confianza*), while 1% are unionized.

Properties and Leases

Our executive offices in Mexico City, as well as all of our service offices and branches throughout Mexico, are located on leased premises. Our main fixed assets consist of computers, and office furniture and equipment.

Intellectual Property

In addition to other intellectual property rights such as copyrights and licenses, we own the following trademarks: *Crédito Real*, *BancaFon*, *CrediFon*, *CrediEquipos*, *Crediplus*, *CR Crédito Real*, *Pasión por crecer*, *AXEDES*, *Tu AXEDES*, *CR Crédito Real entidad financiera que te respalda tu AXEDES*, *CR Crédito Real tu Axedes*, *C+R*, *Carmas*, *Creal US*, *Credipoly*, *Creal* and *C MAS R*, all of which are registered with the Mexican Trademark Office.

Litigation

We are from time to time involved in certain legal proceedings that are incidental to the normal conduct of our business. We do not believe that the outcome of any such proceedings, if decided adversely to our interests, will have a material adverse effect on our business, financial condition, cash flows or results of operations.

MANAGEMENT

Board of Directors

The administration of our business is entrusted to our board of directors.

The board of directors is comprised of a maximum of 21 regular members determined by the general shareholders' meeting, of which at least 25% must be independent in accordance with the Securities Market Law (*Ley del Mercado de Valores*). Each regular member must have an alternate, and alternates for independent members must be independent as well.

Currently, the board of directors consists of 12 directors, including four independent directors and eight alternate directors. Each member of the board or their respective alternate holds office for a term of one year and may be reelected for subsequent terms. Certain independent members of our board receive fees for their services as approved by the shareholders' meeting. The board is assisted by its committees and by our executive officers, who manage our day-to-day affairs. The current members of our board of directors and their respective alternate directors was confirmed at our ordinary shareholders' meeting held on February 26, 2016 and at the board of directors meeting held on April 16, 2016.

The following individuals currently serve on our board of directors:

<u>Name</u>	<u>Title</u>	<u>Age</u>
Francisco Berrondo Lagos	Chairman	63
José Luis Berrondo Ávalos.....	Member	66
Ángel Francisco Romanos Berrondo	Member	50
Moisés Rabinovitz Ohrenstein	Member	60
Iser Rabinovitz Stern.....	Member	34
Allan Cherem Mizrahi	Member	36
Gerardo Ciuk Díaz.....	Member	54
Juan Pablo Zorrilla Saavedra.....	Member	36
José Eduardo Esteve Recolons (*)	Member	50
Gilbert Sonnery Garreau-Dombasle (*)	Member	64
Raúl Alberto Farías Reyes (*).....	Member	33
Wilfrido Castillo Sánchez Mejorada (*)	Member	75

The following individuals are alternate directors:

<u>Name</u>	<u>Title</u>	<u>Age</u>
Eduardo Berrondo Avalos	Alternate	59
Luis Berrondo Barroso	Alternate	35
José Francisco Riedl Berrondo.....	Alternate	51
Aby Litjzain Chernizky.....	Alternate	39
Marcos Shemaria Zlotorynski	Alternate	56
Francisco Javier Velásquez López.....	Alternate	35
Jorge Esteve Recolons (*)	Alternate	49
Enrique Saiz Fernández (*)	Alternate	69

(*) Independent directors.

Mr. Francisco Berrondo Lagos is the cousin of Mr. Jose Luis Berrondo Avalos. Mr. Angel Francisco Romanos Berrondo is the nephew of Mr. Francisco Berrondo Lagos and Mr. Jose Luis Berrondo Avalos.

Mr. Moises Rabinovitz Ohrenstein is the father of Mr. Iser Rabinovitz Stern.

During December 2013, Guillermo Javier Solórzano Leiro was designated as Secretary of our board of directors and Carlos Valderrama Narvaez as Alternate Secretary.

Following are brief biographical descriptions of our directors:

Francisco Berrondo Lagos. Mr. Berrondo is the Chairman of our board of directors and has served on our board for 23 years. He was chief financial officer of Mabe, S.A. de C.V. for 17 years until 1992. From 1992 to 2002, he served as Director of Private and Corporate Banking of Bital. Mr. Berrondo currently sits on the board of directors of several companies, including Controladora Mabe, S.A. de C.V. and certain of its affiliates and subsidiaries, Coco Colima, S.A. de C.V., MM Promotora, S.A. de C.V., Vallarta Adventures, S.A. de C.V., Dolphin Adventures, S.A. de C.V., Cabo Dolphin, S.A. de C.V. and MMB Promotora. Mr. Berrondo holds a master's degree in economics from the University of Chicago.

José Luis Berrondo Avalos. Mr. Berrondo is a shareholder of Crédito Real and has served on our board for 23 years. He was Co-Chief Executive Officer of Mabe, S.A. de C.V. from 1984 through 1993. Since 2003, he has served as the sole Chief Executive Officer of Mabe, S.A. de C.V. Mr. Berrondo is currently Chairman of the board of directors of Mabe, S.A. de C.V., and a member of the board of directors of HSBC Grupo Financiero HSBC S.A. de C.V., HSBC México S.A., Institución de Banca Múltiple. Mr. Berrondo holds an M.B.A. from the Instituto Panamericano de Alta Dirección de Empresas, or IPADE.

Ángel Francisco Romanos Berrondo. Mr. Romanos is our Chief Executive Officer and has served on our board for 23 years. He was Treasurer of Mabe, S.A. de C.V., from 1987 through 1993 and Manager of International Business of CB Captales, S.A. from 1994 through 1996. Mr. Romanos is also a member of the board of directors of Controladora Mabe, S.A. de C.V. He holds an M.B.A. with a specialty in finance and statistics from the Wharton School of Business.

Moisés Rabinovitz Ohrenstein. Mr. Rabinovitz has been chairman of Directodo's board of directors since its foundation in 2006. He has been chairman of the board of directors of Grupo Kon and its subsidiaries since 1997. He served as an advisor to MundiHogar from 1988 to 2003 and as General Director from 1995 to 2003. He was an advisor to and the General Director of Electrónicos y Muebles Ibser from 1982 to 1995. He holds a degree in business administration from the Technological Institute of Superior Studies of the West (*Instituto Tecnológico y de Estudios Superiores de Occidente*, or ITESO).

Iser Rabinovitz Stern. Mr. Rabinovitz has been General Director of Directodo since its foundation in 2006. He has been General Director of Grupo Kon and its subsidiaries since 2007. He is an advisor to Meor Real Estate. He holds a degree in business administration from the Technological Institute of Superior Studies of Monterrey (*Instituto Tecnológico de Estudios Superiores de Monterrey*).

Allan Cherem Mizrahi. Mr. Cherem is the Founder, Chief Executive Officer and a member of the board of directors of Fondo H and CEGE Capital. Mr. Cherem has worked in the manufacture, real estate and financial industries in Mexico. In 2008, Mr. Cherem founded Dinero Mágico, which was sold in 2012 to an international public company. Mr. Cherem is also involved in philanthropic activities. Mr. Cherem holds an Architecture degree from Universidad Anáhuac del Norte and an M.B.A. from Babson College with a specialty in entrepreneurship.

Gerardo Ciuk Díaz. Mr. Ciuk was Chief Executive Officer and a member of the board of directors of *Mexicana de Autobuses*. From 2000 to 2004, Mr Ciuk was the President of the board of directors of Grupo Ambar. From 2000 to 2010, Mr. Ciuk was Chief Executive Officer and President of the board of directors of Grupo Mexicano en Apoyo a la Economía Familiar. From 2010 to date, Mr Ciuk has been the President of the board of directors of Gear Alimentos, and since 2014, he has been General Director and a member of the board of directors of Cr-Fact. Mr. Ciuk holds a degree in Business Administration from Universidad Anáhuac.

Juan Pablo Zorrilla. He is the founder and Co-Chief Executive Officer of Resuelve tu Deuda. Mr. Zorrilla was editorial advisor at Grupo Reforma, associate at Barclays Capital and senior manager at Prudential Financial. He currently teaches the entrepreneurship class at Universidad Iberoamericana. Mr. Zorrilla holds a degree in industrial engineering from Universidad Iberoamericana and an M.B.A. from Stanford.

José Eduardo Esteve Recolons. Independent Director. Mr. Esteve has served in our board for 11 years. From 1994 through 2002, he was Director of Retail Banking at Bital and from 2002 through 2005, he was Director of Personal Financial Services at HSBC. He is currently the Chief Executive Officer of Comercial del Bosque, S.A. de C.V. Mr. Esteve is also on the board of directors of Controladora Mabe, S.A. de C.V. and Agrofinanzas. Mr. Esteve holds an M.B.A. from Southern Methodist University.

Gilbert Sonnerly Garreau-Dombasle. Independent Director. Mr. Sonnerly is member of the board of directors of JB Martin Company, Inc. (U.S.A) and of Edoardos Martin, S.A.B. de C.V. (Mexico). Mr. Sonnerly was the General Director of the subsidiary JB Martin del Grupo, and also was the President of the board of directors and General Director of JB Martin, Limited (Canada); and advisor of MRM Holding, S.A. (France). Mr. Sonnerly studied Business Administration in USA and Textile Engineering in France. Mr. Sonnerly concluded a business certification (*Programa de Alta Dirección, AD-2*) at Instituto Panamericano de Alta Dirección de Empresa, or IPADE.

Raúl Farías. Independent Director. Mr. Farías has comprehensive experience in the micro finance and finance industries, both domestic and foreign. Mr. Farías expertise includes Banking and Financial Operations as well as M&A of financial institutions. Mr. Farías constantly advises financial institutions and corporate clients (domestic and foreign) such as Citibank, Bank of Tokyo, Banamex, Goldman Sachs, Jefferies and Deutsche Bank, among others. Since 2005, Mr. Farías has worked at Jones Day (Mexico City and New York). Mr. Farías holds a law degree from Escuela Libre de Derecho, a Master in Finance from the National University of Singapore and a Master of Laws from New York University.

Wilfrido Castillo Sánchez Mejorada. Independent Director. Mr. Castillo is a member of the board of directors of *Quálitas Compañía de Seguros, S.A.B. de C.V.* and has been its Chief Financial Officer since 1996. He previously held different management positions at Mexican financial institutions including Casa de Bolsa Cremi, Sociedad Bursátil Mexicana, Mexival Casa de Bolsa, Casa de Bolsa México, Bursamex Casa de Bolsa and accounting firm Castillo, Miranda and Cía. He is an active member of the Mexican Public Accountant Bar, of which he was President from 1982 to 1984. Mr. Castillo is a member of our Executive Committee, as well as President of the Audit Committee. He is also currently the President of the Audit Committee for Desarrolladora Homex, S.A.B. de C.V., and an advisor to various commercial and philanthropic organizations. Mr. Castillo obtained a degree in Accounting from the Universidad Nacional Autónoma de México, or UNAM.

Executive Officers

The following table lists the names, positions and years of service of our executive officers:

Name	Position	Years with Crédito Real
Ángel Francisco Romanos Berrondo	Chief Executive Officer	23
Lourdes Patricia Ferro Bertolo	Co-Chief Executive Officer	3
Carlos Enrique Ochoa Valdés	Chief Financial Officer	19
Luis Ramón Rodríguez Rodríguez	Chief Operations Officer	4
Adalberto Robles Rábago	Human Resources Officer	9
Luis Calixto López Lozano	General Counsel	12
Luis Carlos Aguilar Castillo	Commercial Officer for Payroll Loans	21
Luis Arturo Magallanes Mantecon	Chief Marketing Officer	4
Claudia Patricia Jolly Zarazúa	Treasurer	17
Luis Berrondo Barroso	M&A Officer	1
Jonathan Japhet Rangel Guevara	Investor Relations Officer	3

Following are brief biographical descriptions of our executive officers.

Ángel Francisco Romanos Berrondo. Mr. Romanos is our Chief Executive Officer. He has served in our board for 23 years. He was also Treasurer of Mabe, S.A. de C.V., from 1987 through 1993 and Manager of International Business of CB Capitales, S.A., from 1994 through 1996. Mr. Romanos sits on the board of Mabe, S.A. de C.V. and holds an M.B.A. with a specialty in finance and statistics from the Wharton School of Business.

Lourdes Patricia Ferro Bertolo. Ms. Ferro is our Co-Chief Executive Officer. She has an extensive background in financial systems, particularly in credit. She has worked in institutions such as Ixe Banco and Banorte, among others, as a member of their credit and risk committees. Ms. Ferro holds a bachelor's degree in accounting from *Universidad La Salle*.

Carlos Enrique Ochoa Valdés. Mr. Ochoa has been our Chief Financial Officer since April 2015. Mr. Ochoa was Crédito Real's Chief Operating Officer from 2003 to 2015. Prior to that, he was our planning manager from

1997 to 2000 and our North Zone Operations Officer from 2000 to 2003. Mr. Ochoa holds a master's degree in economics from the Bristol University in the United Kingdom. He also holds a Master in Finance from Instituto Tecnológico Autónomo de Mexico, or ITAM.

Luis Ramón Rodríguez Rodríguez. Mr. Rodríguez has been our Chief Operating Officer since April 2015. Mr. Rodríguez managed the Credit and Collection areas at Crédito Real for the last three years. Previously, he managed the collection strategy area at HSBC for Mexico and Latin America. He has a degree in engineering from Universidad la Salle and a graduate diploma in industrial management from *Universidad La Salle*

Adalberto Robles Rábago. Mr. Robles has been our Human Resources Officer since 2008. Prior to that, he was the Human Resources Manager for Mabe, S.A. de C.V. from 2000 to 2008 and the Head of Human Resources at Grupo Desk from 1996 to 2000. Mr. Robles holds a leadership coach certification from Leadership International Management ("LIM").

Luis Calixto López Lozano. Mr. López has been our General Counsel since 2005. Prior to that, he was the Supervisor of our Legal Department from 1998 to 2000 and our Corporate Counsel from 2000 to 2004. From 2004 to 2005, he served as our External Corporate Counsel. Mr. López holds degrees in corporate law, anti-money laundering and terrorism financing and banking and financial law from the *Instituto Tecnológico Autónomo de México*, or ITAM, and is currently a candidate for a master's degree in corporate law at the *Universidad Panamericana*.

Luis Carlos Aguilar Castillo. Mr. Aguilar has been our Payroll Loans Commercial Officer since 2008, and previously served as our Chief Financial Officer between 1995 and 2008. Prior to that, he served as the Financial Audit Manager of Bital. Mr. Aguilar holds an M.B.A. from the Instituto Panamericano de Alta Dirección de Empresas, or IPADE

Luis Arturo Magallanes Mantecon. Mr. Magallanes is our Chief Marketing Officer. He has over twenty years of international management, sales and marketing experience. Mr. Magallanes previously worked at Coca-Cola in different positions, such as marketing director and regional director for The Coca Cola Company. At the Panamco Group (FEMSA), he served as vice president of marketing for Mexico, vice president of marketing for Brazil and vice president of marketing for Latin America. He has also served as marketing director for DHL Mexico.

Claudia Patricia Jolly Zarazúa. Ms. Jolly has been our Treasurer since 1998. She also served as the business manager at Televisa from 1989 through 1997, and also occupied different positions at Banamex in the Corporate Promotion and Analysis department. Ms. Jolly holds an M.B.A. from the *Instituto Tecnológico Autónomo de México*, or ITAM.

Luis Berrondo Barroso. Mr. Berrondo has been our Mergers and Acquisitions (M&A) Officer since 2015. Mr. Berrondo has comprehensive experience in finance, specializing in private equity and venture capital. Mr. Berrondo was the High-End Business General Manager at Mabe from 2010 to 2013. Additionally, Mr. Berrondo was managing director and partner at VARIV Capital from 2014 to 2015. Mr. Berrondo holds an M.B.A. from London Business School.

Jonathan Japhet Rangel Guevara. Mr. Rangel has been our Investor Relations Officer since 2013. From 2010 to 2013, he served as Investor Relations Officer at Controladora Comercial Mexicana. He holds an M.B.A. from Instituto Panamericano de Alta Dirección de Empresas (IPADE) and also studied at China Europe International Business School. He is a level III CFA candidate.

Audit Committee

In a general shareholders' meeting held on February 26, 2016, Mr. Wilfrido Castillo Sánchez Mejorada, Mr. José Eduardo Esteve Recolons and Mr. Gilbert Sonnerly Garreau-Dombasle were appointed members of the Audit Committee. The chairman of the Audit Committee is Mr. Wilfrido Castillo Sánchez Mejorada. Pursuant to the provisions of the Stock Exchange Law (*Ley de Mercado de Valores*), and our bylaws, the three members appointed to the Audit Committee must be independent.

The Audit Committee is responsible for, among other things:

- reviewing and approving our financial statements and recommending their approval to our board;
- monitoring our policies, procedures and bylaws;
- identifying risks and opportunities;
- designating our internationally recognized external auditors;
- reviewing the progress of our operations;
- verifying that our business operations with our clients comply with our policies and the terms of our agreements with them;
- reviewing our controls and procedures;
- reviewing our audit reports, action plans and agreements with our executive officers; and
- acting as a link between our board and the external and internal auditors.

Corporate Practices Committee

In a general shareholders' meeting held on February 26, 2016, Mr. Gilbert Sonnery Garreau-Dombasle, Mr. José Eduardo Esteve Recolons and Mr. Wilfrido Castillo Sánchez Mejorada were appointed members of the Corporate Practices Committee. The chairman of the Corporate Practices Committee is Mr. Arturo José Saval Pérez. Pursuant to the provisions of the Stock Exchange Law and our bylaws, the three members appointed to the committee must be independent.

The Corporate Practices Committee is responsible for, among other things:

- reviewing and approving salary and compensations policies;
- reviewing position profiles of our first two levels of officers, as well as monitoring market salaries and compensation for these positions;
- reviewing and approving compensation and salary packages for first and second level officers;
- reviewing and approving related party transactions and other major transactions;
- reviewing and approving policies for use of our assets by officers and directors;
- authorizing changes to general payment terms for our employees;
- reviewing and approving long term compensation plans for our executives; and
- providing opinions on corporate governance issues to our board of directors.

Other Committees

In addition to the Audit Committee and the Corporate Practices Committee, the board of directors may establish other special committees considered necessary for the development of our operations, including the Executive Committee and a Credit, Risk and Treasury Committee. In February 2016, the board of directors voted to combine the previously-existing Credit, Risk and Treasury Committee with the Executive Committee. The Executive Committee, the surviving committee, in addition to its own responsibilities, is now responsible for all of the tasks which were previously performed by the Credit, Risk and Treasury Committee.

Executive Committee

The Executive Committee is responsible for reviewing and approving, among other things:

- annual budget and general strategies per business line;
- general strategies per business line;
- comparison of monthly results to our budget;
- investments exceeding US\$500,000, or its equivalent in pesos;
- long-term contracts exceeding US\$200,000, or its equivalent in pesos, on an annual basis;
- loans, debt or capital issues exceeding US\$3,700,000;
- new funding sources;
- terms of portfolio vs. funding;
- introduction of new products; and
- changes or new policies related to interest receivable, risks, compliance and allowances.
- reviewing the behavior of our loan portfolio;
- formulating proposals for provisions and reserves per business line;
- establishing the relation between the terms of the portfolio and our funding;
- proposing and analyzing sources of funding;
- approving loans;
- proposing risk and operational policies; and
- proposing operational policies for clients who may have operational risks.

Currently, we do not have any intermediate administrative bodies beyond those committees described in this section. However, our bylaws establish that the Executive Committee may establish whichever special committees it deems necessary for the development of our operations, by establishing the powers and obligations of such committees and indicating the number and title of the members who shall constitute it.

Compensation

The members of our board of directors receive compensation for their activities as approved by the shareholders' assembly at the annual meeting.

The aggregate compensation paid to our officers includes fixed nominal salaries (which are revised by the Corporate Practices Committee periodically) as well as other types of consideration or compensation, such as loans for personal use, health insurance and additional vacation days, which vary depending on position, level of responsibility and performance. The Corporate Practices Committee is charged with approving our salary and compensation policies and offering recommendations to the board of directors regarding the approval of any consideration to be paid to our directors. For the year ended December 31, 2015, the aggregate compensation paid to our directors and executive officers was Ps.55.3 million.

On February 26, 2016, the general shareholder's meeting adopted a resolution approving a payment of Ps.25,000 to each independent board member for services rendered at every meeting of the board of directors. This compensation will be paid in the manner and terms to be proposed by the Corporate Practices Committee.

We do not pay any type of compensation to any other persons related to us, other than our officers and directors.

Neither we nor our subsidiaries have a retirement or pension plan in place for any of the aforementioned individuals.

Stock Option and Share Compensation Plans

Our share compensation plan for officers and employees was approved during the ordinary shareholders' meeting held on November 30, 2015, up to an amount equal to 2% of stockholders' equity. The board of directors, in consultation with the Corporate Practices Committee, implements, develops and administers this compensation plan.

Share Ownership

See "Principal Shareholders" for a description of the current ownership of our common stock by directors and executive officers.

SUPERVISION AND REGULATION OF THE MEXICAN FINANCIAL INDUSTRY

General

Mexico's financial industry is currently comprised of commercial banks, national development banks, broker-dealers and other non-bank institutions, such as insurance and reinsurance companies, bonding companies, credit unions, popular savings and loans companies, foreign exchange houses, bonded warehouses, mutual fund companies, pension fund management companies and *Sofomes*. On January 10, 2014 the Financial Groups Law (*Ley para Regular las Agrupaciones Financieras*) was published as part of the Financial Reforms. This Financial Groups Law aims to achieve the benefits of universal banking and tighten up controls of financial services companies that operate under a single financial group holding company. Most major Mexican financial institutions are members of financial groups.

The principal financial authorities that regulate financial institutions are the Federal Ministry of Finance and Public Credit (*SHCP*), *Banco de México*, the CNBV, the National Commission for Retirement Savings (*Comisión Nacional del Sistema de Ahorro para el Retiro*, or "CONSAR"), the National Insurance and Bonds Commission (*Comisión Nacional de Seguros y Fianzas*, or "CNSF"), the Bank Savings Protection Institute (*Instituto para la Protección al Ahorro Bancario*, or "IPAB") and the CONDUSEF.

Our operations are primarily regulated by the General Law on Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*), the General Law of Credit Organizations and Auxiliary Activities (*Ley General de Organizaciones y Actividades Auxiliares del Crédito*), certain regulations of the *Banco de México*, the Law for the Protection and Defense of Financial Service Users (*Ley de Protección y Defensa al Usuario de Servicios Financieros*), the Law for the Transparency and Ordering of Financial Services (*Ley para la Transparencia y Ordenamiento de los Servicios Financieros*), the regulations issued by CONDUSEF, the General Provisions Applicable to Public Bonded Warehouses, Exchange Houses, Credit Unions, and Regulated Multipurpose Financial Institutions (*Disposiciones de Carácter General Aplicables a los Almacenes Generales de Depósito, Casas de Cambio, Uniones de Crédito y Sociedades Financieras de Objeto Múltiple Reguladas*), the General Provisions Applicable to Securities Issuers and other Securities Market Participants (*Disposiciones de Carácter General Aplicables a las Emisoras de Valores y otros Participantes del Mercado de Valores*) and other regulations issued by the CNBV.

Under the provisions of the General Law of Credit Organizations and Auxiliary Activities, *Sofomes* are entitled to conduct lending of money transactions, engage in financial leasing activities (*arrendamiento financiero*) and/or perform factoring (*factoraje financiero*) transactions in a professional and customary manner. Such activities do not require a license from any Mexican governmental authority. *Sofomes* are deemed to be financial entities.

Under the provisions of the General Law of Credit Organizations and Auxiliary Activities, *Sofomes* are regulated and supervised by the CNBV only if (i) they have a financial connection (*vínculo patrimonial*) with, among other certain financial institutions, Mexican banks, (ii) they issue debt securities registered with the National Securities Registry (*Registro Nacional de Valores* or "RNV"), under the terms of the Mexican Securities Market Law, as is our case, or (iii) they voluntarily adopt such regime.

Regulated *Sofomes* as a result of the issuance of debt securities registered with the RNV, as is our case, are subject to specific regulations enacted by the CNBV addressing, among other items: (i) credit portfolio ratings and credit risk estimates; (ii) disclosure of financial information and external auditors; (iii) accounting; and (iv) prevention of transactions with illegal funds.

On January 12, 2015 the CNBV amended the general provisions applicable to general deposit warehouses, currency exchange officers, credit unions and regulated multiple object financial companies (*Disposiciones de Carácter General aplicables a los Almacenes Generales de Depósito, Casas de Cambio, Uniones de Crédito y Sociedades Financieras de Objeto Múltiple Reguladas*) by which the regulated *sofomes* must comply with the rules granted by CNBV in connection with the matters mentioned above.

Regulated *Sofomes* must publish their financial statements periodically on their website and in a newspaper with national coverage, and deliver corporate and shareholders information to the CNBV. In addition, regulated *Sofomes* must comply with the banking rules related to accounting, regulatory credit reserves, and portfolio ratings in

accordance with the general provisions applicable to credit institutions (*Disposiciones de carácter general aplicables a las instituciones de Crédito* or CUB).

Law for the Protection and Defense of Financial Service Users

The Law for the Protection and Defense of Financial Service Users (*Ley de Protección y Defensa al Usuario de Servicios Financieros*) became effective in April 1999 and was modified pursuant to the Financial Reforms. The purpose of this law is to protect and defend the rights and interests of users of financial services. To this end, the law provides for the creation of CONDUSEF, an autonomous entity that protects the interests of users of financial services. CONDUSEF acts as an arbitrator with respect to disputes submitted to its jurisdiction and seeks to promote better relationships among users of financial institutions and the financial institutions. As a *Sofom*, we must submit to CONDUSEF's jurisdiction in all conciliation proceedings and may choose to submit to CONDUSEF's jurisdiction in all arbitration proceedings that may be brought before it. Once the respective conciliation hearings are concluded, and in the case of a disagreement between the parties, we may be required to provide reserves against contingencies which could arise from proceedings pending before CONDUSEF. We may also be subject to recommendations by CONDUSEF regarding our standard agreements or information used to provide our services. We may be subject to coercive measures or sanctions imposed by CONDUSEF.

The Law for the Protection and Defense of Financial Service Users requires *Sofomes*, such as us, to maintain an internal unit (*unidad especializada*) designated to resolve any and all controversies submitted by our clients. We maintain such a unit. CONDUSEF also maintains a Registry of Financial Service Providers (*Registro de Prestadores de Servicios Financieros*), in which all providers of financial services must be registered, and such registry assists CONDUSEF in the performance of its activities. CONDUSEF is required to publicly disclose the products and services offered by financial service providers, including interest rates. To satisfy this duty, CONDUSEF has wide authority to request any and all necessary information from financial entities. All *Sofomes*, including regulated *Sofomes*, are required to register their standard form of agreements (*contratos de adhesión*) in the Registry for Standard Forms of Agreements (*Registro de Contratos de Adhesión*, or "RECA"), which is managed by CONDUSEF, provided that the registration does not constitute a certification as to compliance of the laws and regulations for protection and defense of financial users and therefore, CONDUSEF may, at any moment, order a financial institution to modify its standard form of agreement for purposes of complying with the laws and regulations for protection and defense of financial users. CONDUSEF is empowered to initial class action lawsuits related to financial services institutions. All of our standard forms of agreements have been registered before CONDUSEF. All *Sofomes*, including non-regulated *Sofomes*, are required to register in a registry managed by CONDUSEF. We are currently registered as a regulated *Sofom* in the registry managed by CONDUSEF.

Law for the Transparency and Ordering of Financial Services

The Law for the Transparency and Ordering of Financial Services became effective in June 2007 and was modified pursuant to the Financial Reforms. The purpose of this law is to regulate (1) the fees charged to clients of financial entities for the use and/or acceptance of financial services; (2) the fees that financial entities charge to each other for the use of any payment system; and (3) other aspects related to financial services, in an effort to make financial services more transparent and protect the interests of the users of such services. This law grants *Banco de México* the authority to regulate certain fees and to establish general guidelines and requirements relating to payment devices and credit card account statements. It also grants to CONDUSEF the authority to regulate the requirements that need to be satisfied by the standard forms of agreement used by financial entities, the statements of account that are delivered by financial entities to their clients and the advertisement conducted by financial entities.

The Law for the Transparency and Ordering of Financial Services also grants *Banco de México* the authority to specify the basis upon which each financial entity must calculate its aggregate annual cost (*costo anual total*) charged in respect of loans and other services, which is comprised of the interest rates and fees on an aggregate basis. The aggregate annual cost must be publicly included by a *Sofom* in its standard forms of agreement and disclosed in its statements of account and advertisements.

Rules on Interest Rates

The rules of the Law for the Transparency and Ordering of Financial Services which is applicable to *Sofomes* provide that the standard forms of agreement are required to contain clauses that provide that (1) the applicable ordinary and default interest rates are expressed in annual terms and contain the applicable methodology for purposes of calculating such interest rates; (2) if interest accrues based on a reference rate, the standard form of agreement must include at least one replacement reference rate, which will only be applicable if the original reference rate is discontinued; and (3) interest may not be charged by financial entities in advance and may only be charged after the corresponding interest period has elapsed. *Banco de México* has issued rules that limit the number of reference rates that may be used by some financial institutions.

Mexican law does not currently impose any limit on the interest rate or fees that a regulated *Sofom* may charge to its clients. However, the possibility of imposing such limits is subject to any future reform or amendment to applicable normativity. The Mexican Supreme Court of Justice has recently ruled that Mexican judges have the authority to reduce an interest rate if they determine it to be an unfair interest rate even if such reduction has not been solicited by the debtor, therefore the possibility of imposing such limits has been and continues to be debated by the Mexican Congress and Mexican regulation authorities.

Fees

Under *Banco de México* regulations, Mexican banks, and *Sofomes* may not, in respect of loans, deposits or other forms of funding and services with their respective clients, (1) charge fees that are not included in their respective, publicly disclosed, aggregate annual cost (*costo anual total*), (2) charge alternative fees, except if the fee charged is the lower fee, or (3) charge fees for the cancellation of credit cards issued. In addition, the Law for the Transparency and Ordering of Financial Services contemplates certain restrictions for the *Sofomes*, such as the prohibitions on: (1) charging fees different from those in connection with the services provided; (2) charging more than one (1) fee per event or item; (3) charging fees with to prevent the client from transferring to a different financial institution; (4) charging fees for receiving payments made by users or clients in connection with loans granted by other financial institutions.

Banco de México, on its own initiative or as per request from CONDUSEF may assess whether reasonable competitive conditions exist in connection with fees charged by financial entities in performing financial operations. *Banco de México* must obtain the opinion of the Federal Competition Commission (*Comisión Federal de Competencia Económica*) in carrying out this assessment. *Banco de México* may take measures to address these issues.

Law for the Protection of Personal Data

On July 5, 2010, the Federal Law for Protection of Personal Data held by Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*, or “LFPDPPP”), was published and it became effective on the next day. The purpose of the LFPDPPP is to protect personal data collected, held or to be used by individuals and private entities and to enforce controlled and informed processing of personal data in order to ensure data subjects’ privacy and the right to consent with respect to the use of protected information.

The LFPDPPP requires individuals and private entities to inform data subjects about the information being collected, used, disclosed or stored and the purpose of such collection, use, disclosure or storage via a privacy notice and provides special requirements for processing sensitive personal data (which is defined as data relating to race, physical condition, religious, moral or political affiliation, and sexual preferences). The LFPDPPP gives data subjects the right to: (1) access their data, (2) have inaccuracies in their data corrected or completed, (3) deny transfers of their data, and (4) oppose use of their data or have it deleted from a company’s system (other than in certain circumstances expressly set forth in the LFPDPPP, such as the exercise of a right or holding information required under applicable law). The LFPDPPP requires that, if disclosure of data is permitted, the transferee agrees to the same restrictions as those set forth in the privacy notice permits the original receipt and subsequent disclosure of information. The LFPDPPP also provides that data may be disclosed without the consent of the data subject in certain circumstances: (1) a law requires or permits disclosure; (2) disclosure is required in connection with medical treatment or (3) disclosure is required for public policy reasons or in connection with a legal action. The LFPDPPP

requires immediate notice to a data subject of any security breach that significantly affects his/her property or moral rights.

The National Institute of Transparency, Access to Information and Data Protection, or the “Institute”, is authorized to monitor and enforce compliance with the LFPDPPP by private parties processing personal data. Such entities will be held liable for interfering with a data subjects’ exercise of their rights under the LFPDPPP and for failing to safeguard their personal data. Data subjects who believe that a party is not processing their personal data in accordance with the LFPDPPP may request an investigation by the Institute. Following an investigation, the Institute may: (i) dismiss the data subject’s claim or (ii) affirm, reject or modify an individual or private entity’s answer to a data subject’s claim. Penalties for repeat violation of the LFPDPPP’s provisions include a fine equivalent of up to Ps.23.3 million (approximately US\$1.2 million), a prison sentence of up to five years or double the applicable fine or sentence for violations related to sensitive personal data.

Anti-Money Laundering Provisions

On March 17, 2011, the Ministry of Finance (*Secretaria de Hacienda y Crédito Público*) SHCP issued the General Provisions Applicable to *Sofomes* (*Disposiciones de Carácter General a que se refieren los artículos 115 de la Ley de Instituciones de Crédito, en relación con el 87-D de la Ley General de Organizaciones y Actividades del Crédito 95-Bis de este último ordenamiento, aplicables a las sociedades financieras de objeto múltiple*), or the Anti-Money Laundering General Provisions. The purposes of such General Provisions are to establish anti-money laundering and counter-terrorism rules and guidelines.

The Anti-Money Laundering General Provisions require *Sofomes* to (1) establish identification (“know-your-client”) policies and guidelines similar to those imposed on Mexican banks and other regulated financial entities, subject to strict identification methods and controls on clients and users of the *Sofomes* services; (2) recording and keeping information on clients and on money transfer and exchange transactions, and other kind of operations; and (3) reporting to authorities on relevant, unusual and suspicious internal transactions, and any other suspicious transaction, among other obligations.

Improvement of Creditors’ Rights and Remedies

Mexico has enacted legislation to improve creditors’ rights and remedies. These laws include collateral pledge mechanisms and the promulgation of the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*).

Collateral Mechanisms

Mexican laws regarding the perfection and enforcement of security interests contemplate pledging assets without transferring possession (*prenda sin transmisión de posesión*), as well as a common security arrangement known in Mexico as the security trust (*fideicomiso de garantía*). The purpose of such mechanisms is to provide an improved legal framework for secured lending and to encourage banks to increase their lending activities. The pledging of personal property being used in a debtor’s main business activity by making only a generic description of such property and perfecting a security interest in such personal property, is a structure frequently used. Provisions regulating security trusts are similar to those governing pledges of personal property, except they provide that title to the collateral must be held by the trustee. Security trusts permit enforcement without any judicial action, which is an alternative that has enhanced lending activities and expedited restructurings.

Bankruptcy Law

Mexico’s current Bankruptcy Law (*Ley de Concursos Mercantiles*) was published on May 12, 2000 and amended on January 10, 2014, and has been frequently used as a means to conclude complex insolvency situations affecting Mexican companies by providing expedited and clear procedures, while at the same time granting creditors and other participants the certainty of an in-court solution. The law provides for a single insolvency proceeding encompassing two successive phases: a conciliatory phase of mediation between creditors and debtor and bankruptcy phase.

The Bankruptcy Law establishes precise rules that determine when a debtor is in general default on its payment obligations. The principal indications are failure by a debtor to comply with its payment obligations in respect of

two or more creditors and the existence of the following two conditions: (1) 35% or more of a debtor's outstanding liabilities are 30 days past-due; and (2) the debtor fails to have certain specifically defined liquid assets and receivables to support at least 80% of its obligations which are due and payable. The bankruptcy law was amended to include the ability of a debtor to request the *concurso mercantil* prior to being generally in default with respect to its payment obligations, when such situation is expected to occur inevitably within the following 90 days. Furthermore, the Bankruptcy Law now allows the consolidation of *concurso mercantil* proceedings of companies that are part of the same corporate group.

The law provides for the use and training of experts in the field of insolvency and the creation of an entity to coordinate their efforts. Such experts include the intervenor (*interventor*), conciliator (*conciliador*) and receiver (*síndico*).

On the date the insolvency judgment is entered, all peso-denominated obligations are converted into UDIs, and foreign currency-denominated obligations are converted into pesos at the rate of exchange for that time and location and then converted into UDIs. Only creditors with a perfected security interest (*i.e.*, mortgage, pledge or security trust) continue to accumulate interest on their loans as stipulated in the corresponding agreements. The Bankruptcy Law mandates the netting of derivative transactions upon the declaration of insolvency.

The Bankruptcy Law provides for a general rule as to the period when transactions may be scrutinized by the judge in order to determine if they were entered into for fraudulent purposes, which is 270 calendar days prior to the judgment declaring insolvency. This period is referred to as the retroactive period. Nevertheless, upon the reasoned request of the conciliator, the intervenors, who may be appointed by the creditors to oversee the process, or any creditor, the judge may set a longer period. As a result of recent reforms, the retroactive period was lengthened to 540 calendar days with respect to transactions entered into with inter-company creditors.

A restructuring agreement must be subscribed to by the debtor, as well as recognized creditors representing more than 50% of (i) the sum of the total recognized amount corresponding to common creditors and subordinated creditors; and (ii) the total recognized amount corresponding to secured or privileged creditors subscribing to the agreement. Any such agreement, when confirmed by the court, becomes binding on all creditors, and the insolvency proceeding is then considered to be concluded. If an agreement is not reached, the debtor is declared bankrupt.

The Bankruptcy Law incorporates provisions relating to pre-agreed procedures, frequently used in jurisdictions outside Mexico, that permit debtors and creditors to agree upon the terms of a restructuring and thereafter file, as a means to obtain the judicial recognition of a restructuring reached on an out-of-court basis. This also provides protection against dissident minority creditors.

PRINCIPAL SHAREHOLDERS

The table below sets forth certain information regarding the ownership of our capital structure as of December 31, 2015.

Shareholder	Number of Shares	%
Founding Shareholders ⁽¹⁾	134,181,184	34.12
Venlo Resources Pte. Ltd. ⁽²⁾	2,908,261	0.74
Mahler Enterprises Pte. Ltd. ⁽²⁾	18,790,716	4.79
Free Float	236,339,263	60.26
Total	392,219,424	100.0

(1) Consisting of members of the Berrondo, Saiz and Esteve families.

(2) Member of Grupo Kon. See “Business—Overview—History and Development” for further information regarding the merger between Crédito Real and Rasteroz, pursuant to which 18,677,115 new shares of Crédito Real were issued to the shareholders of Grupo Kon.

No individual, entity or foreign government exercises control, significant influence or power over Crédito Real. The members of the Berrondo family, as a group, exercise significant influence over Crédito Real. Francisco Berrondo Lagos and José Luis Berrondo Ávalos are the main shareholders from this group. They are also members of our board of directors.

Francisco Berrondo Lagos, José Luis Berrondo Avalos and Ángel Francisco Romanos Berrondo are advisors to Crédito Real, and have an individual share greater than 1% and less than 10% of the issued and outstanding shares of Crédito Real. Approximately 34% of our outstanding shares are owned by various members of the Berrondo, Saiz and Esteve families. If these individuals were to act in a coordinated manner, they could be deemed to control Crédito Real.

Crédito Real has no knowledge of any commitment that may result in a change of control of its shares.

101,029,081 shares of Crédito Real were offered in the initial public offering of the Company carried out on October 17, 2012, out of which: (i) 73,542,309 shares were subscribed and paid by the public and (ii) 27,486,772 shares were sold by the selling shareholders through a secondary offering.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Historically, our commercial operations with related parties have been subject to review by our independent advisors.

The following is a description of certain arrangements between us and related parties that are currently in effect, including with corporations of whom we own 10% or more of shares with voting rights, as well as those operations with shareholders who hold such percentage of shares in us.

Service Contract with Servicios Chapultepec

On November 12, 2001, Servicios Chapultepec, an affiliate of Crédito Real controlled by Futu-Iem, executed a service contract with Crediplus for the provision of certain key personnel. In June of 2007, Crediplus merged with Crédito Real, as a result of which, we assumed Crediplus' obligations under said service contract. Pursuant to this contract, we paid Servicios Chapultepec an amount equal to the salaries and compensations of the relevant personnel, plus a monthly commission equal to 5% of said amount. In 2013, 2014 and 2015 and the three months ended March 31, 2015 and 2016, we paid Chapultepec a total of Ps.59.5 million, Ps.17.6 million and Ps.10.0 million, and Ps.2.4 million and Ps.0.9 million respectively.

Servicios Chapultepec became a wholly-owned subsidiary of Crédito Real as a result of the merger of Futu-Iem into Crédito Real.

Technical Assistance Contract with Servej

On May 30, 2001, Servej executed a service contract for technical assistance pursuant to which Eduardo Berrondo Ávalos and Francisco Berrondo Lagos provided us with certain professional and consulting services. As compensation for said services, we paid Servej an amount equal to 33% of said individuals' salaries. In 2013, 2014 and 2015, we paid Servej a total of approximately Ps.2.7 million, Ps.2.5 million and Ps.4.5 million, respectively. Servej is an affiliate of Crédito Real in which the shareholders of Crédito Real hold more than 10% of the shares.

Origination Transactions with Directodo, Publiseg and GEMA

As a result of the acquisition of 99.99% of the capital stock of Directodo and 49% of the capital stock of Publiseg and GEMA by Crédito Real, all the loan origination transactions between Crédito Real and Directodo, Publiseg and GEMA will be considered related party transactions.

All of our commercial operations with related parties have been carried out under market terms. In order to confirm this, as well as verify that these operations comply with relevant tax regulations, we have hired external auditors who are specialists in the development of studies on transfer pricing for the years ended December 31, 2011, 2012 and 2013 and the three months ended March 31, 2015 and 2016.

The following table summarizes our related party transactions in the years ended December 31, 2011, 2012 and 2013 and the three months ended March 31, 2015 and 2016.

Related Party	Type of Transaction	Amounts Paid				
		Year Ended December 31,			Three Months Ended March 31,	
		2013	2014	2015	2015	2016
				(in pesos)		
CEGE Capital, SAPI de CV SOFOM ENR	Accrued Interest For		29,795,250	28,871,643	3,783,319	
CR-FACT S.A.P.I. DE C.V.	Accrued Interest For		4,214,108	9,537,880	4,051,459	15,274,628
BluestreamCapital S.A. DE C.V.	Accrued Interest For		3,022,617	1,670,062	2,127,289	
Autos Latitud 25	Accrued Interest For					197,707
Creal Dallas	Accrued Interest For					13,266,972
Crédito Real USA	Accrued Interest For					8,265,742
Directodo México, S.A.P.I. de C.V.	Assignment Of Portfolio	570,325,568	918,134,612	1,022,927,269	216,367,159	509,316,235
Publiseq, S.A.P.I. de C.V., SOFOM, E.N.R.	Assignment Of Portfolio	288,263,955	708,091,065	630,215,813	139,351,639	239,046,117
Grupo Empresarial Maestro S.A. de C.V.	Assignment Of Portfolio	534,700,000	820,699,674	1,183,410,664	112,047,766	603,306,149
CEGE Capital, SAPI de CV SOFOM ENR	Assignment Of Portfolio				7,057,721	3,833,314
Fondo H	Assignment Of Portfolio			268,203,514	68,217,863	
Aventuras y Expediciones de Los Cabos, S.A. de C.V.	Fees For Opening Credit	5,532,027	18,645			
CR-FACT S.A.P.I. DE C.V.	Fees For Opening Credit		9,997			
Aventuras y Expediciones de Los Cabos, S.A. de C.V.	Financial Leasing		2,935,469	633,539	959,822	
CR-FACT S.A.P.I. DE C.V.	Financial Leasing		147,387	83,410		
BluestreamCapital S.A. DE C.V.	Financial Leasing		735,083			
Servicios Corporativos Chapultepec, S.A. de C.V.	Payroll Services	59,490,366	17,638,715	10,061,811	2,385,726	941,500
Servej, S.A. de C.V.	Personal Services	2,717,561	2,467,294	4,561,094		

DESCRIPTION OF THE NOTES

We will issue the notes under an Indenture, to be dated the Issue Date, between us and The Bank of New York Mellon, as trustee (the “Trustee”). The terms of the notes include those stated in the Indenture and those made a part of the Indenture by reference to the Trust Indenture Act of 1939 (the “TIA”). The Indenture is not, however, required to be nor will it be qualified under the TIA and will not incorporate by reference all provisions of the TIA. We summarize below certain provisions of the Indenture, but do not restate the Indenture in its entirety. We urge you to read the Indenture because it, and not this description, defines your rights. You can obtain a copy of the Indenture in the manner described under “Additional Information,” and, for so long as the notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange, at the office of the paying agent in Luxembourg.

You can find the definition of capitalized terms used in this section under “—Certain Definitions.” When we refer to:

- the Company in this section, we mean Crédito Real, S.A.B, de C.V., SOFOM, E.R., and not any of its subsidiaries; and
- notes in this section, we mean the notes originally issued on the Issue Date and Additional Notes.

General

The notes will:

- be general unsecured obligations of the Company;
- rank equal in right of payment with all other existing and future Senior Indebtedness of the Company (subject to certain labor and tax obligations for which preferential treatment is given under Mexican insolvency law);
- rank senior in right of payment to all existing and future Subordinated Indebtedness of the Company, if any;
- be effectively subordinated to all existing and future Secured Indebtedness of the Company to the extent of the value of the assets securing such Indebtedness; and
- be structurally subordinated to all existing and future Indebtedness and trade payables of the Company’s Subsidiaries that are not Guarantors.

As of March 31, 2016, we had a total indebtedness (excluding accrued interest) of Ps.20,557.0 million (U.S.\$1,192.6 million), of which Ps.3,057.4 million (U.S.\$177.4 million) was secured by collateral. After giving pro forma effect to the offer and sale of the notes and the application of the net proceeds from this offering as described under “Use of Proceeds,” we would have had total indebtedness (excluding accrued interest) of Ps.22,596.4 million (US\$1,310.9 million).

Additional Notes

Subject to the limitations set forth under “—Certain Covenants —Limitation on Incurrence of Additional Indebtedness,” the Company and its Subsidiaries may incur additional Indebtedness. At the Company’s option, this additional Indebtedness may consist of additional notes (“Additional Notes”) issued by the Company in one or more transactions, which have identical terms (other than issue date and issue price) as the notes issued on the Issue Date; *provided* that such Additional Notes are issued as part of the same issue or as part of a qualified reopening for U.S. federal income tax purposes. Holders of Additional Notes would have the right to vote together with holders of notes issued on the Issue Date as one class.

Principal, Maturity and Interest

The Company will issue notes in denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof. The notes will mature on July 20, 2023, at which time the principal amount of the notes outstanding on such date will become due and payable. The redemption price of the notes outstanding on such date will be 100.0%, plus accrued and unpaid interest; however, the Company may redeem the notes, at its option, in whole or in part prior to such date. See “—Optional Redemption” below. The notes will not be entitled to the benefit of any mandatory sinking fund.

Interest on the notes will accrue at the rate of 7.250% per annum and will be payable semi-annually in arrears on each January 20 and July 20, commencing on January 20, 2017. Payments will be made to the persons who are registered holders at the close of business on January 6 and July 6, respectively, immediately preceding the applicable interest payment date. The final payment on any registered note, however, will be made only upon presentation and surrender of such note at the office of any Paying Agent (including the Luxembourg Paying Agent).

Interest on the notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The redemption of notes with unpaid and accrued interest to the date of redemption will not affect the right of holders of record on a record date to receive interest due on an interest payment date.

Initially, the Trustee will act as Paying Agent and Registrar for the notes. The Company may change the Paying Agent and Registrar without notice to holders. Payments on the notes will be made at the office or agency of the Paying Agent and Registrar in New York City. Application is expected to be made to admit the notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange. As long as the notes are listed on this market, the Company will also maintain a Paying Agent and a transfer agent in Luxembourg.

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Company upon written request any money held by them for the payment of principal of or interest on the notes that remains unclaimed for two years, and, thereafter, holders entitled to any such money must look to the Company for payment as general creditors.

Guarantees

If, after the date of the Indenture, the Company or any of its future Restricted Subsidiaries acquires or creates a Restricted Subsidiary that is an Eligible Subsidiary after giving effect to that transaction or an existing Subsidiary becomes an Eligible Subsidiary, the Company must cause such Eligible Subsidiary to provide a guarantee of the notes (a “Note Guarantee”).

Each Note Guarantee will be limited to the maximum amount that would not render the Guarantor’s obligations subject to avoidance under applicable fraudulent conveyance provisions. By virtue of this limitation, a Guarantor’s obligation under its Note Guarantee could be significantly less than amounts payable with respect to the notes, or a Guarantor may have effectively no obligation under its Note Guarantee.

The Note Guarantee of a Guarantor will terminate upon:

(1) a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (other than to the Company or a Restricted Subsidiary) otherwise permitted by the Indenture,

(2) if the Note Guarantee was required pursuant to the terms of the Indenture, the cessation of the circumstances requiring the Note Guarantee,

(3) the designation in accordance with the Indenture of the Guarantor as an Unrestricted Subsidiary, or

(4) defeasance or discharge of the notes, as provided in “—Legal Defeasance and Covenant Defeasance” and “—Satisfaction and Discharge.”

Not all of our Restricted Subsidiaries will guarantee the notes. Only Eligible Subsidiaries will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of non-guarantor Subsidiaries, these non-guarantor Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to us. In addition, holders of minority equity interests in Subsidiaries may receive distributions prior to or *pro rata* with the Company depending on the terms of the equity interests. See “Risk Factors—Risks Related to the Notes—Payments on the notes will be effectively junior to any of our secured indebtedness and structurally junior to debt obligations of our subsidiaries that are not guarantors.”

The Company currently has no Restricted Subsidiaries and seven Unrestricted Subsidiaries.

Additional Amounts

We are required by Mexican law to deduct Mexican withholding taxes, and pay such taxes to the Mexican tax authorities, from payments of interest on the notes (and amounts deemed interest, as any discount on the principal amount of the notes) made to investors who are not residents of Mexico for tax purposes, and will pay additional amounts on those payments to the extent described in this subsection.

The Company, and the Guarantors, if any, will pay to holders of the notes additional amounts (“Additional Amounts”) that may be necessary so that every net payment of interest, any premium paid upon redemption of the notes or principal to holders of the notes will not be less than the amount provided for in the notes. By net payment, we mean the amount we or our paying agent pay the holder after deducting or withholding an amount for or on account of any present or future taxes, duties, assessments or other governmental charges imposed with respect to that payment by a Mexican taxing authority or any other jurisdiction in which the Company is organized or resident for tax purposes or through which payment on the notes or the Note Guarantees is made (a “Relevant Jurisdiction”), or any political subdivision or taxing authority thereof or therein (“Taxes”).

Our obligation to pay Additional Amounts is subject to several important exceptions, however. The Company, and the Guarantors, if any, will not pay Additional Amounts to any holder for or solely on account of any of the following:

- any Taxes imposed solely because at any time there is or was a connection between the holder or beneficial owner of the note and the Relevant Jurisdiction (or any political subdivision or taxing authority thereof or therein), including such holder or beneficial owner (i) being or having been a citizen or resident thereof for tax purposes, (ii) maintaining or having maintained an office, permanent establishment, or branch, in all cases subject to taxation therein, or (iii) being or having been present or engaged in a trade or business therein (other than the receipt of payments or the ownership or holding of a note),
- any estate, inheritance, gift, transfer, personal property or similar tax, assessment or other governmental charge imposed with respect to the notes,
- any Taxes imposed solely because the holders or any other person having a beneficial interest in the notes fails to comply with any certification, information, documentation or other reporting requirement concerning the nationality, residence for tax purposes or identity of the holders or any beneficial owner of the note, if compliance is required by statute, rule, regulation, officially published administrative practice of the taxing jurisdiction or by an applicable income tax treaty which is in effect and to which Mexico or any other Relevant Jurisdiction is a party, as a precondition to exemption from, or reduction in the rate of, the tax or other governmental charge and we (or the relevant Guarantor, if applicable) have given the holders at least 60 days’ notice that holder will be required to provide any such certification, information, documentation or reporting requirement,
- any Taxes payable otherwise than by deduction or withholding from payments on the notes,

- any Taxes with respect to such note presented for payment more than 30 days after the date on which the payment became due and payable or the date on which payment thereof is duly provided for and notice thereof given to the holders, whichever occurs later, except to the extent that the holders of such note would have been entitled to such Additional Amounts on presenting such note for payment on any date during such 30-day period,
- any withholding or deduction imposed on a payment by any tax authority other than Mexico or any other Relevant Jurisdiction,
- any payment on the note to a holder that is a fiduciary or partnership or a person other than the sole beneficial owner of any such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of the payment would not have been entitled to the Additional Amounts had the beneficiary, settlor, member or beneficial owner been the holder of the note,
- any taxes imposed under Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), as of the Issue Date and any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement between a non-U.S. jurisdiction and the United States with respect to the foregoing or any law, regulation or practice adopted pursuant to any such intergovernmental agreement (collectively, “FATCA”), or any similar law enacted in any jurisdiction to implement an intergovernmental tax information sharing regime similar to FATCA, or
- any combination of any of the foregoing.

The limitations on our obligations to pay Additional Amounts stated in the third bullet point above will not apply if (a) the provision of the certification, information, documentation or other evidence described in such third bullet point would be materially more onerous, in form, in procedure or in the substance of information disclosed, to a holder or beneficial owner of a note, taking into account any relevant differences between U.S. and Mexican law, rule, regulation or administrative practice, than comparable information or other reporting requirements imposed under U.S. tax law (including the United States-Mexico income tax treaty), regulation and published administrative practice, or (b) with respect to taxes imposed by Mexico or any political subdivision or taxing authority thereof or therein, Article 166, Section II(a), of the Mexican income tax law (or a substantially similar successor of such Article) is in effect, unless the provision of the certification, information, documentation or other evidence described in the third bullet is expressly required by statute, rule or regulation in order to apply Article 166, Section II(a), of the Mexican income tax law (or a substantially similar successor of such Article), the Company, or the relevant Guarantor, cannot obtain such certification, information, documentation or other evidence on its own through reasonable diligence and the Company otherwise would meet the requirements for application of Article 166, Section II(a), of the Mexican income tax law (or such successor of such Article).

In addition, such third bullet point does not require, and should not be construed as requiring, that a holder or beneficial owner certify that it is or is not a non-Mexican pension or retirement fund or a non-Mexican financial institution for the purpose of establishing eligibility for an exemption from, or a reduction of, Mexican withholding tax or to provide information concerning whether it is or is not a tax-exempt pension or retirement fund.

Upon written request, the Company and the Guarantors, if any, will provide the Trustee with documentation satisfactory to the Trustee evidencing the payment of Mexican taxes in respect of which we have paid any Additional Amount. We will make copies of such documentation available to the holders of the notes or the paying agent upon written request.

Any reference in this section, the Indenture, or the notes to principal, premium, interest or any other amount payable in respect of the notes by us will be deemed also to refer to any Additional Amount that may be payable with respect to that amount under the obligations referred to in this subsection.

In the event that Additional Amounts actually paid with respect to the notes pursuant to the preceding paragraphs are based on rates of deduction or withholding of withholding taxes in excess of the appropriate rate

applicable to the holder of such notes, and as a result thereof such holder is entitled to make a claim for a refund or credit of such excess from the authority imposing such withholding tax, then such holder shall, by accepting such notes, be deemed to have assigned and transferred all right, title and interest to any such claim for a refund or credit of such excess to us. However, by making such assignment, the holder makes no representation or warranty that we will be entitled to receive such claim for a refund or credit and incurs no other obligation with respect thereto, including taking any action for such refund to be repaid.

In the event of any merger or other transaction described and permitted under “—Certain Covenants — Limitation on Merger, Consolidation and Sale of Assets,” then all references to Mexico, Mexican law or regulations, and Mexican taxing authorities under this section “—Additional Amounts” (other than the fourth and fifth paragraphs above) and under “—Optional Redemption —Optional Redemption for Changes in Withholding Taxes” shall be deemed to also include the relevant Qualified Merger Jurisdiction, the law or regulations of the relevant Qualified Merger Jurisdiction, and any taxing authority of the relevant Qualified Merger Jurisdiction, respectively.

Optional Redemption

Except as stated below, the Company may not redeem the notes prior to July 20, 2020. On and after July 20, 2020, the Company will be entitled at its option to redeem all or a portion of the notes at the following redemption prices, expressed as percentages of the principal amount thereof, if redeemed during the twelve-month period commencing on July 20 of any year set forth below, plus any Additional Amounts then due, if any, plus accrued and unpaid interest to the date of the redemption:

Year	Percentage
2020	103.625%
2021	101.813%
2022	100.000%

Prior to July 20, 2020, the Company will have the right, at its option, to redeem any of the notes, in whole or in part, on at least 30 days’ but not more than 60 days’ notice, at a redemption price equal to 100.0% of the principal amount of such notes, plus the Make-Whole Amount and accrued and unpaid interest to the date of redemption, plus Additional Amounts, if any.

“Make-Whole Amount” means, with respect to any note on any redemption date, the greater of: (1) 1.00% of the principal amount of such note on such redemption date and (2) the excess of:

(a) the present value at such redemption date of (x) the redemption price of such note on July 20, 2020 (such redemption price being described in the table above in this “—Optional Redemption” section exclusive of any accrued interest), *plus* (y) all required interest payments that would otherwise be due to be paid on such note during the period between the redemption date and July 20, 2020 (excluding accrued but unpaid interest), discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 50 basis points; over

(b) the outstanding principal amount of the note.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

“Comparable Treasury Issue” means the United States Treasury security or securities selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such notes.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Company.

“Comparable Treasury Price” means, with respect to any redemption date (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“Reference Treasury Dealer” means Barclays Capital Inc., Deutsche Bank Securities Inc., Morgan Stanley & Co. LLC or their affiliates which are primary United States government securities dealers and not less than two other leading primary United States government securities dealers in New York City reasonably designated by the Company; *provided, however*, that if any of the foregoing shall cease to be a primary United States government securities dealer in New York City (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked price for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such redemption date.

Optional Redemption upon Equity Sales

At any time, or from time to time, on or prior to July 20, 2020, the Company may, at its option, use the net cash proceeds of one or more Equity Sales to redeem up to 35% of the aggregate principal amount of the notes (including any Additional Notes) issued under the Indenture at a redemption price equal to 107.250% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption, plus Additional Amounts, if any; *provided*, that:

(1) after giving effect to any such redemption at least 65% of the aggregate principal amount of the notes (including any Additional Notes) issued under the Indenture remains outstanding; and

(2) the Company shall make such redemption not more than 90 days after the consummation of such Equity Sale.

“Equity Sale” means an underwritten primary public offering for cash, after the Issue Date, of Qualified Capital Stock of the Company or of any direct or indirect parent of the Company (to the extent the proceeds thereof are contributed to the common equity of the Company).

Optional Redemption for Changes in Withholding Taxes

If, as a result of any amendment to, or change in, the laws (or any rules or regulations thereunder) of a Relevant Jurisdiction, or any political subdivision or taxing authority or other instrumentality thereof or therein affecting taxation, or any amendment to or change in an official interpretation or application of such laws, rules or regulations, which amendment to or change in such laws, rules or regulations becomes effective on or after the date on which the notes we are offering are issued and, if applicable, after the date such Relevant Jurisdiction becomes a Relevant Jurisdiction (which, in the case of a merger, consolidation or other transaction permitted and described under “—Certain Covenants—Limitation on Merger, Consolidation and Sale of Assets,” shall be treated for this purpose as the date of such transaction), we have become obligated, or will become obligated, in each case after taking all reasonable measures to avoid this requirement, to pay Additional Amounts in excess of those attributable to a Mexican withholding tax rate of 4.9% with respect to the notes (see “—Additional Amounts” and “Taxation—Mexican Taxation”), then, at our option, all, but not less than all, of the notes may be redeemed at any time on giving not less than 60 nor more than 90 days’ notice, at a redemption price equal to 100% of the outstanding principal amount, plus accrued and unpaid interest and any Additional Amounts due thereon up to but not including the date of redemption; *provided, however*, that (1) no notice of redemption for tax reasons may be given earlier than 90 days prior to the earliest date on which we would be obligated to pay these Additional Amounts if a payment on the notes were then due and (2) at the time such notice of redemption is given such obligation to pay such Additional Amounts remains in effect.

Prior to the publication of any notice of redemption pursuant to this provision, we will deliver to the Trustee:

- a certificate signed by one of our duly authorized representatives stating that we are entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to our right to redeem have occurred, and
- an opinion of legal counsel (which may be our counsel) of recognized standing to the effect that we have or will become obligated to pay such Additional Amounts as a result of such change or amendment.

This notice, once delivered by us to the Trustee, will be irrevocable.

We will give notice to DTC pursuant to the provisions described under “—Notices” of any redemption we propose to make at least 30 days (but not more than 60 days) before the redemption date.

Optional Redemption Procedures

In the event that less than all of the notes are to be redeemed at any time, selection of notes for redemption will be made by the Trustee in compliance with the requirements of the principal securities exchange or market, if any, on which notes are listed or, if the notes are not then listed on a securities exchange or market, on a *pro rata* basis or by any other method as may be required by DTC in accordance with its applicable procedures. No notes of a principal amount of U.S.\$200,000 or less may be redeemed in part and notes of a principal amount in excess of U.S.\$200,000 may be redeemed in multiples of U.S.\$1,000 only.

Notice of any redemption will be mailed by first-class mail, postage prepaid, at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address. If notes are to be redeemed in part only, the notice of redemption will state the portion of the principal amount thereof to be redeemed. For so long as the notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange, the Company will cause notices of redemption also to be published as provided under “—Certain Covenants —Notices.” A new note in a principal amount equal to the unredeemed portion thereof (if any) will be issued in the name of the holder thereof and mailed to such holder upon cancellation of the original note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made, as appropriate).

The Company will pay the redemption price for any note together with accrued and unpaid interest thereon through the date of redemption. On and after the redemption date, interest will cease to accrue on notes or portions thereof called for redemption as long as the Company has deposited with the Paying Agent funds in satisfaction of the applicable redemption price pursuant to the Indenture. Upon redemption of any notes by the Company, such redeemed notes will be cancelled.

Notwithstanding the foregoing provisions of this “—Optional Redemption” section, the Company and its Subsidiaries are not prohibited from acquiring the notes by means other than a redemption, whether pursuant to a tender offer, open market purchase or otherwise.

Change of Control Triggering Event

Upon the occurrence of a Change of Control (a “Change of Control Triggering Event”), each holder will have the right to require that the Company purchase all or a portion (in minimum principal amounts of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof) of the holder’s notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon and any Additional Amounts, if any, through the date of purchase (the “Change of Control Triggering Event Payment”).

Within 30 days following the date upon which the Change of Control Triggering Event occurred, the Company must send, by first-class mail, a notice to each holder, with a copy to the Trustee, offering to purchase the notes as described above (a “Change of Control Triggering Event Offer”) and publish the Change of Control Triggering Event Offer in a newspaper having a general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*). The Change of Control Triggering Event Offer shall state, among other things, the purchase date, which must

be no earlier than 30 days nor later than 60 days from the date the notice is mailed, other than as may be required by law (the “Change of Control Triggering Event Payment Date”).

On the Change of Control Triggering Event Payment Date, the Company will, to the extent lawful:

(1) accept for payment all notes or portions thereof properly tendered and not withdrawn pursuant to the Change of Control Triggering Event Offer;

(2) deposit with the Paying Agent funds in an amount equal to the Change of Control Triggering Event Payment in respect of all notes or portions thereof so tendered; and

(3) deliver or cause to be delivered to the Trustee the notes so accepted together with an Officers’ Certificate stating the aggregate principal amount of notes or portions thereof being purchased by the Company.

If only a portion of a note is purchased pursuant to a Change of Control Triggering Event Offer, a new note in a principal amount equal to the portion thereof not purchased will be issued in the name of the holder thereof upon cancellation of the original note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made, as appropriate).

The Company will not be required to make a Change of Control Triggering Event Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Triggering Event Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Triggering Event Offer made by the Company and purchases all notes properly tendered and not withdrawn under the Change of Control Triggering Event Offer, or (2) notice of redemption has been given pursuant to the Indenture as described above under the caption “—Optional Redemption,” unless and until there is a default in payment of the applicable redemption price.

A Change of Control Triggering Event Offer may be made in advance of a Change of Control Triggering Event, and conditioned upon the occurrence of such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making the Change of Control Triggering Event Offer. Notes repurchased by the Company pursuant to a Change of Control Triggering Event Offer will have the status of notes issued but not outstanding or will be retired and canceled, at the option of the Company. Notes purchased by a third party pursuant to the preceding paragraph will have the status of notes issued and outstanding.

In the event that holders of not less than 95% of the aggregate principal amount of the outstanding notes accept a Change of Control Triggering Event Offer and the Company or a third party purchases all of the notes held by such holders, the Company will have the right, on not less than 30 nor more than 60 days’ prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Triggering Event Offer described above, to redeem all of the notes that remain outstanding following such purchase at a purchase price equal to the Change of Control Triggering Event Payment plus, to the extent not included in the Change of Control Triggering Event Payment, accrued and unpaid interest, if any, on the notes that remain outstanding, to the date of redemption (subject to the right of holders on the relevant record date to receive interest due on the relevant interest payment date).

Other existing and future Indebtedness of the Company may contain prohibitions on the occurrence of events that would constitute a Change of Control or require that Indebtedness to be repurchased upon a Change of Control. Moreover, the exercise by the holders of their right to require the Company to repurchase the notes upon a Change of Control Triggering Event would cause a default under such Indebtedness even if the Change of Control itself does not.

If a Change of Control Triggering Event Offer occurs, there can be no assurance that the Company will have available funds sufficient to make the Change of Control Triggering Event Payment for all the notes that might be delivered by holders seeking to accept the Change of Control Triggering Event Offer. In the event the Company is required to purchase outstanding notes pursuant to a Change of Control Triggering Event Offer, the Company expects that it would seek third-party financing to the extent it does not have available funds to meet its purchase

obligations and any other obligations in respect of Senior Indebtedness. However, there can be no assurance that the Company would be able to obtain necessary financing.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws and regulations in connection with the purchase of notes in connection with a Change of Control Triggering Event Offer. To the extent that the provisions of any securities laws or regulations conflict with the “Change of Control Triggering Event” provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Indenture by doing so.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of “all or substantially all” of the properties or assets of the Company and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase “substantially all,” there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder to require the Company to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Company and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Certain Covenants

Suspension of Covenants

During any period of time that (i) the notes have Investment Grade Ratings from both Rating Agencies and (ii) no Default or Event of Default has occurred and is continuing (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a “Covenant Suspension Event”, and the date on which such Covenant Suspension Event occurs being referred to as a “Suspension Date”), the Company and its Restricted Subsidiaries will not be subject to the provisions of the Indenture described under:

- “—Limitation on Incurrence of Additional Indebtedness”;
- “—Limitation on Guarantees”;
- “—Limitation on Restricted Payments”;
- “—Limitation on Asset Sales and Sales of Subsidiary Stock”;
- “—Limitation on Securitization”;
- “—Limitation on Designation of Unrestricted Subsidiaries”;
- “—Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries”;
- “—Limitation on Layered Indebtedness”;
- clause (b) of “—Limitation on Merger, Consolidation or Sale of Assets”; and
- “—Conduct of Business” (collectively, the “Suspended Covenants”).

In the event that the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the foregoing, and on any subsequent date (the “Reversion Date”) one of the Rating Agencies withdraws its Investment Grade Rating or downgrades its rating assigned to the notes below an Investment Grade Rating, then the Company and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants. The period of time between the Suspension Date and the Reversion Date is referred to as the “Suspension Period.” Notwithstanding that the Suspended Covenants may be reinstated, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Suspended Covenants during the

Suspension Period (or upon termination of the Suspension Period or after that time based solely on events that occurred during the Suspension Period).

On the Reversion Date, all Indebtedness incurred during the Suspension Period will be classified as having been incurred pursuant to clause (1) of “—Limitation on Incurrence of Additional Indebtedness” below or one of the clauses set forth in clause (2) of “—Limitation on Incurrence of Additional Indebtedness” below (to the extent such Indebtedness would be permitted to be incurred thereunder as of the Reversion Date and after giving effect to Indebtedness incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be incurred pursuant to the first or second clauses of “—Limitation on Incurrence of Additional Indebtedness,” such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause 2(c) of “—Limitation on Incurrence of Additional Indebtedness.” Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under “—Limitation on Restricted Payments” will be made as though the covenant described under “—Limitation on Restricted Payments” had been in effect since the Issue Date and throughout the Suspension Period. The Company will notify the Trustee of the occurrence of any Suspension Date or Reversion Date within 10 Business Days of its occurrence. After any such notice of the occurrence of a Reversion Date, the Trustee shall assume the Suspended Covenants apply and are in full force and effect.

Limitation on Incurrence of Additional Indebtedness

(1) The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness, including Acquired Indebtedness, except that the Company may Incur Indebtedness, including Acquired Indebtedness, if, at the time of and immediately after giving *pro forma* effect to the Incurrence thereof and the application of the proceeds therefrom the Capitalization Ratio of the Company is greater than 13.50%.

(2) Notwithstanding clause (1) above, the Company and its Restricted Subsidiaries, as applicable, may Incur the following Indebtedness (“Permitted Indebtedness”):

(a) Indebtedness in respect of the notes, excluding Additional Notes or guarantees thereof;

(b) Guarantees by any Restricted Subsidiary of Indebtedness of the Company Incurred in accordance with this covenant, which Guarantee is permitted under “—Limitation on Guarantees” below; *provided* that (i) if such Guarantee is of Subordinated Indebtedness then the Note Guarantee of such Guarantor shall be senior to such Guarantor’s Guarantee of Subordinated Indebtedness and (ii) if such Restricted Subsidiary is not a Guarantor it shall simultaneously provide a Note Guarantee and become a Guarantor;

(c) Hedging Obligations entered into by the Company and its Restricted Subsidiaries in the ordinary course of business and not for speculative purposes, including, without limitation, Hedging Obligations in respect of the notes;

(d) intercompany Indebtedness between the Company and any Restricted Subsidiary or between any Restricted Subsidiaries; *provided* that:

(1) if the Company or any Guarantor is the obligor on any such Indebtedness owed to a Restricted Subsidiary that is not a Guarantor, such Indebtedness must be expressly subordinated to the prior payment in full of all obligations under the notes and the Indenture, in the case of the Company, or such Guarantor’s Note Guarantee, in the case of any such Guarantor; *provided* that the Company, its parent companies (if any) and any Guarantor shall agree to vote such Indebtedness, or provide their consents in connection with such Indebtedness, in any Mexican Restructuring, in a manner that is consistent with the vote of, or the consents provided by, the holders of the notes and other unaffiliated creditors of the same class as the notes, and

(2) in the event that at any time any such Indebtedness ceases to be held by the Company or a Restricted Subsidiary, such Indebtedness shall be deemed to be Incurred and not permitted by this clause (e) at the time such event occurs;

(e) Indebtedness of the Company or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (including daylight overdrafts paid in full by the close of business on the day such overdraft was Incurred) drawn against insufficient funds in the ordinary course of business; *provided* that such Indebtedness is extinguished within five business days of Incurrence;

(f) Indebtedness of the Company or any of its Restricted Subsidiaries represented by letters of credit for the account of the Company or any Restricted Subsidiary, as the case may be, in order to provide for judicial deposits required in connection with any judicial or administrative proceeding, provide security for workers' compensation claims, payment obligations in connection with self-insurance, health, disability or other employee benefits or similar requirements in the ordinary course of business;

(g) Indebtedness in respect of bid, performance, surety bonds or *fianzas* in the ordinary course of business for the account of the Company or any of its Restricted Subsidiaries, including Guarantees or obligations of the Company or any Restricted Subsidiary with respect to letters of credit and/or *fianzas* supporting such bid, performance or surety obligations (in each case other than for the payment of borrowed money);

(h) Refinancing Indebtedness in respect of:

(1) Indebtedness (other than Indebtedness owed to the Company or any Subsidiary of the Company) Incurred pursuant to clause (1) of this covenant (it being understood that no Indebtedness outstanding on the Issue Date is Incurred pursuant to such clause (1)), or

(2) Indebtedness Incurred pursuant to clause (2)(a) of this covenant and other Indebtedness of the Company and its Restricted Subsidiaries outstanding on the Issue Date, other than Indebtedness otherwise specified under any of the other clauses of this definition of Permitted Indebtedness;

(i) Capitalized Lease Obligations and Purchase Money Indebtedness of the Company or any Restricted Subsidiary in an aggregate principal amount not to exceed U.S.\$5.0 million (or the equivalent in other currencies) at any one time outstanding;

(j) Permitted Acquisition Indebtedness;

(k) Capital Securities;

(l) indemnification, adjustment of purchase price, earn-out or similar obligations, in each case, incurred or assumed in connection with the acquisition or disposition of any business or assets of the Company or any Restricted Subsidiary or Capital Stock of a Restricted Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or equity interests for the purposes of financing or in contemplation of any such acquisition; *provided* that (1) any amount of such obligations included on the face of the balance sheet of the Company or any Restricted Subsidiary shall not be permitted under this clause (l) and (2) in the case of a disposition, the maximum aggregate liability in respect of all such obligations outstanding under this clause (l) shall at no time exceed the gross proceeds actually received by the Company and the Restricted Subsidiaries in connection with such disposition; and

(m) additional Indebtedness of the Company or any Restricted Subsidiary in an aggregate principal amount not to exceed the greater of (x) U.S.\$60.0 million and (y) 15.0% of Consolidated Net Worth of the Company and its Restricted Subsidiaries at any time outstanding.

(3) For purposes of determining compliance with, and the outstanding principal amount of, any particular Indebtedness Incurred pursuant to and in compliance with this covenant, (i) the outstanding principal amount of any item of Indebtedness will be counted only once, (ii) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP, and (iii) Guarantees of, or obligations in respect of letters of credit or similar instruments relating to, Indebtedness which is otherwise included in the determination of any particular amount of Indebtedness will not be

included. Accrual of interest, the accretion or amortization of original issue discount, the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Disqualified Capital Stock in the form of additional Disqualified Capital Stock with the same terms will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant; *provided* that any such outstanding additional Indebtedness or Disqualified Capital Stock paid in respect of Indebtedness Incurred pursuant to any provision of clause (2) of this covenant will be counted as Indebtedness outstanding thereunder for purposes of any future Incurrence under such provision. For purposes of determining compliance with this “Limitation on Incurrence of Additional Indebtedness” covenant, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (2)(a) through (2)(m) above, or is entitled to be incurred pursuant to clause (1) of this covenant, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence and will only be required to include the amount and type of such Indebtedness in one of the above clauses, although the Company may divide and classify an item of Indebtedness in one or more of the types of Indebtedness and may later re-divide or reclassify all or a portion of such item of Indebtedness in any manner that complies with this covenant. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary may incur pursuant to this covenant shall not be deemed to be exceeded as a result solely of fluctuations in exchange rates or currency values.

(4) For purposes of determining compliance with any U.S. dollar denominated restriction on the Incurrence of Indebtedness where the Indebtedness Incurred is denominated in a different currency, the amount of such Indebtedness will be the U.S. Dollar Equivalent determined on the date of the Incurrence of such Indebtedness; *provided*, however, that if any such Indebtedness denominated in a different currency is subject to a Currency Agreement with respect to U.S. dollars covering all principal, premium, if any, and interest payable on such Indebtedness, the amount of such Indebtedness expressed in U.S. dollars will be as provided in such Currency Agreement. The principal amount of any Refinancing Indebtedness Incurred in the same currency as the Indebtedness being Refinanced will be the U.S. Dollar Equivalent of the Indebtedness Refinanced, except to the extent that (x) such U.S. Dollar Equivalent was determined based on a Currency Agreement, in which case the Refinancing Indebtedness will be determined in accordance with the preceding sentence, and (y) the principal amount of the Refinancing Indebtedness exceeds the principal amount of the Indebtedness being Refinanced, in which case the U.S. Dollar Equivalent of such excess will be determined on the date such Refinancing Indebtedness is Incurred.

Limitation on Guarantees

The Company will not permit any Restricted Subsidiary of the Company to Guarantee any Indebtedness of the Company or to secure any Indebtedness of the Company with a Lien on the assets of such Restricted Subsidiary, unless contemporaneously therewith (or prior thereto) effective provision is made to Guarantee or secure the notes on an equal and ratable basis with such Guarantee or Lien for so long as such Guarantee or Lien remains effective, and in an amount equal to the amount of Indebtedness so Guaranteed or secured. Any Guarantee by any such Restricted Subsidiary of Subordinated Indebtedness of the Company will be subordinated and junior in right of payment to the contemporaneous Guarantee of the notes by such Restricted Subsidiary.

In the event that any Restricted Subsidiary is required to Guarantee the notes in accordance with the preceding paragraph, such Restricted Subsidiary will be released and relieved of its obligations under such Guarantee in the event:

- (1) there is a Legal Defeasance or a Covenant Defeasance of the notes;
- (2) there is a sale or other disposition of Capital Stock of such Restricted Subsidiary following which such Restricted Subsidiary is no longer a direct or indirect Subsidiary of the Company; or
- (3) such Restricted Subsidiary is designated as an Unrestricted Subsidiary;

provided that, in each case, such transactions are carried out pursuant to and in accordance with all applicable covenants and provisions of the Indenture.

Limitation on Restricted Payments

The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a “Restricted Payment”):

(a) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of the Company or any Restricted Subsidiary to holders of such Capital Stock, other than:

- dividends or distributions payable in Qualified Capital Stock of the Company,
- dividends or distributions payable to the Company and/or a Restricted Subsidiary, or
- dividends, distributions or returns of capital made on a *pro rata* basis to the Company and its Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on a less than *pro rata* basis to any minority holder);

(b) purchase, redeem or otherwise acquire or retire for value:

- any Capital Stock of the Company, or
- any Capital Stock of any Restricted Subsidiary held by an Affiliate of the Company (other than a Restricted Subsidiary) or any Preferred Stock of a Restricted Subsidiary, except for Capital Stock held by the Company or a Restricted Subsidiary or purchases, redemptions, acquisitions or retirements for value of Capital Stock on a *pro rata* basis from the Company and/or any Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand, according to their respective percentage ownership of the Capital Stock of such Restricted Subsidiary;

(c) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Subordinated Indebtedness or any Capital Securities (excluding (x) any intercompany Indebtedness owed to the Company and/or any Guarantor, (y) any intercompany Indebtedness between Restricted Subsidiaries that are not Guarantors, or (z) the purchase, repurchase or other acquisition of Indebtedness that is contractually subordinate or otherwise junior in right of payment to the notes, purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case within one year of such date of purchase, repurchase or acquisition); or

(d) make any Investment (other than Permitted Investments);

if at the time of the Restricted Payment and immediately after giving effect thereto:

(1) a Default or an Event of Default shall have occurred and be continuing;

(2) the Company is not able to Incur at least U.S.\$1.00 of additional Indebtedness pursuant to clause (1) of “—Limitation on Incurrence of Additional Indebtedness”; or

(3) the aggregate amount (the amount expended for these purposes, if other than in cash, being the Fair Market Value of the relevant property) of the proposed Restricted Payment and all other Restricted Payments made subsequent to the Issue Date up to the date thereof, shall exceed the sum of:

(A) 50.0% of cumulative Consolidated Net Income of the Company or, if such cumulative Consolidated Net Income of the Company is a loss, minus 100.0% of the loss, accrued during the period, treated as one accounting period, beginning on the first day of the fiscal quarter during which the Issue Date occurs to the end of the most recent fiscal quarter for which consolidated financial information of the Company is available; *plus*

(B) 100.0% of the aggregate net proceeds, including cash and the Fair Market Value of property used in a Permitted Business (other than cash and securities), received by the Company from any Person from any:

- contribution to the equity capital of the Company not representing an interest in Disqualified Capital Stock or issuance and sale of Qualified Capital Stock of the Company, in each case, subsequent to the Issue Date,
- issuance and sale subsequent to the Issue Date (and, in the case of Indebtedness of a Restricted Subsidiary, at such time as it was a Restricted Subsidiary) of any Indebtedness of the Company or any Restricted Subsidiary that has been converted into or exchanged for Qualified Capital Stock of the Company, or
- issuance and sale subsequent to the Issue Date of any Capital Securities,

excluding, in each case, any net proceeds:

(x) received from a Restricted Subsidiary of the Company; or

(y) applied in accordance with clause (2) or (3) of the second paragraph of this covenant below;
plus

(C) any Investment Return; *plus*

(D) U.S.\$20.0 million.

Notwithstanding the preceding paragraph, this covenant does not prohibit:

(1) the payment of any dividend or distribution or the consummation of any irrevocable redemption of Subordinated Indebtedness within 60 days after the date of declaration of such dividend or distribution or giving of the redemption notice, as the case may be, if the dividend, distribution or redemption would have been permitted on the date of declaration or notice pursuant to the preceding paragraph; *provided* that such redemption shall be included (without duplication for the declaration) in the calculation of the amount of Restricted Payments;

(2) the making of any Restricted Payment,

(x) in the form of Qualified Capital Stock of the Company,

(y) through the application of the net proceeds received by the Company from a substantially concurrent sale of Qualified Capital Stock of the Company or a contribution to the equity capital of the Company not representing an interest in Disqualified Capital Stock, in each case not received from a Subsidiary of the Company, or

(z) through the application of the net proceeds received by the Company from a substantially concurrent issuance or sale of Capital Securities;

provided that the value of any such Qualified Capital Stock or Capital Securities used or the net proceeds of which are used to make a Restricted Payment pursuant to this clause (2) shall be excluded from clause (3)(B) of the first paragraph of this covenant;

(3) the voluntary prepayment, purchase, defeasance, redemption or other acquisition or retirement for value of any Subordinated Indebtedness solely in exchange for, or through the application of net proceeds of a substantially concurrent sale, other than to a Subsidiary of the Company, of Refinancing Indebtedness for such Subordinated Indebtedness;

(4) repurchases by the Company of Common Stock of the Company or options, warrants or other securities exercisable or convertible into Common Stock of the Company from any current or former employees, officers, directors or consultants of the Company or any of its Subsidiaries or their authorized representatives upon the death, disability or termination of employment or directorship of such employees, officers or directors, or the termination or retention of any such consultants, in an amount not to exceed U.S.\$2.0 million in any calendar year (with unused amounts in any calendar year being permitted to be carried over into succeeding calendar years up to a maximum of U.S.\$2.0 million) plus the cash proceeds of key man life insurance policies received by the Company and its Restricted Subsidiaries;

(5) the repurchase of Capital Stock deemed to occur upon the exercise of stock options or warrants to the extent such Capital Stock represents a portion of the exercise price of those stock options or warrants;

(6) if no Default or Event of Default shall have occurred and be continuing, the declaration and payment of regularly scheduled or accrued dividends or distributions to holders of any class or series of Disqualified Capital Stock of the Company or any Restricted Subsidiary issued on or after the Issue Date in accordance with the covenant “—Limitation on Incurrence of Additional Indebtedness”;

(7) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness of the Company pursuant to and in accordance with the terms of a “change of control” covenant set forth in the Indenture or other agreement pursuant to which such Subordinated Indebtedness is issued and such “change of control” covenant is substantially similar to the Change of Control Triggering Event provision included in the Indenture; *provided* that the Company (or another Person) has repurchased all notes required to be repurchased by the Company under the caption “Change of Control Triggering Event” prior to the purchase, redemption or other acquisition or retirement for value of such Subordinated Indebtedness pursuant to the applicable “change of control” covenant;

(8) if no Default or Event of Default shall have occurred and be continuing, the purchase by the Company of fractional shares arising out of stock dividends, splits or combinations or business combinations; *provided* that such purchases are not made for the purposes of circumventing the provisions of this covenant; and

(9) if no Default or Event of Default shall have occurred and be continuing, other Restricted Payments in an aggregate amount not to exceed U.S.\$10.0 million per annum.

In determining the aggregate amount of Restricted Payments made subsequent to the Issue Date, amounts expended pursuant to clauses (1) (without duplication for the declaration of the relevant dividend), (4), (6) and (8) above shall be included in such calculation and amounts expended pursuant to clauses (2), (3), (5), (7) and (9) above shall not be included in such calculation.

Limitation on Asset Sales and Sales of Subsidiary Stock

The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(a) the Company or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets or Capital Stock sold or otherwise disposed of, and

(b) at least 75% of the consideration received for the assets or Capital Stock sold by the Company or the Restricted Subsidiary, as the case may be, in such Asset Sale shall be in the form of cash or Cash Equivalents received at the time of such Asset Sale.

For purposes of the immediately preceding clause (b), each of the following will be deemed to be cash:

(1) any liabilities that are included on the balance sheet of the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the notes) that are assumed by the transferee of any such assets and as a result of which the Company or such Restricted

Subsidiary, as the case may be, are fully and unconditionally released from any further liability in connection therewith;

(2) any securities, notes or other obligations or assets received by the Company or any such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents within 180 days of the receipt thereof (subject to ordinary settlement periods), to the extent of the cash or Cash Equivalents received in that conversion;

(3) the Fair Market Value of any Capital Stock of a Person engaged in a Permitted Business that will become, upon purchase, a Restricted Subsidiary or assets (other than current assets as determined in accordance with GAAP or Capital Stock) to be used by the Company or any Restricted Subsidiary in a Permitted Business; and

(4) any Designated Non-cash Consideration received by the Company or any of its Restricted Subsidiaries in such Asset Sale; *provided* that the aggregate Fair Market Value of such Designated Non-cash Consideration, taken together with the Fair Market Value at the time of receipt of all other Designated Non-cash Consideration received pursuant to this clause (4) less the amount of Net Proceeds previously realized in cash or Cash Equivalents from the sale of prior Designated Non-cash Consideration is less than the greater of (x) 4% of Consolidated Tangible Assets at the time of the receipt of such Designated Non-cash Consideration and (y) U.S.\$15.0 million, in each case with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value;

provided that amounts received pursuant to clauses (1), (3) and (4) shall not be deemed to constitute Net Cash Proceeds for purposes of making an Asset Sale Offer.

The Company or such Restricted Subsidiary, as the case may be, may apply the Net Cash Proceeds of any such Asset Sale within 365 days thereof to:

(a) repay any Senior Indebtedness of the Company, any Indebtedness secured by the assets subject to such Asset Sale or Indebtedness of any Restricted Subsidiary (in each case owing to a Person other than the Company or any Restricted Subsidiary and including, in each case without limitation, Capitalized Lease Obligations), and/or

(b) make capital expenditures in a Permitted Business, and/or

(c) purchase

(1) assets (other than current assets as determined in accordance with GAAP or Capital Stock) to be used by the Company or any Guarantor in a Permitted Business,

(2) all or substantially all of the assets of, or any Capital Stock of, a Person engaged in a Permitted Business if, after giving effect to any such acquisition, such Person is or becomes or such assets are contributed to a Guarantor, or

(3) enter into a binding commitment with a Person, other than the Company or any of its Restricted Subsidiaries, to apply such Net Cash Proceeds pursuant to clause (b) and/or (c) above, *provided* that such binding commitment shall be subject only to customary conditions and the applicable purchase shall be consummated within 180 days following the expiration of the aforementioned 365-day period.

To the extent all or a portion of the Net Cash Proceeds of any Asset Sale are not applied within the 365 days of the Asset Sale as described in clause (a), (b) and/or (c) of the immediately preceding paragraph, the Company will make an offer to purchase notes (the "Asset Sale Offer"), at a purchase price equal to 100.0% of the principal amount of the notes to be purchased, plus accrued and unpaid interest thereon, to the date of purchase (the "Asset Sale Offer Amount"). The Company will purchase pursuant to an Asset Sale Offer from all tendering holders on a *pro rata* basis, and, at the Company's option, on a *pro rata* basis with the holders of any other Senior Indebtedness with similar provisions requiring the Company to offer to purchase the other Senior Indebtedness with the proceeds

of Asset Sales, that principal amount (or accreted value in the case of Indebtedness issued with original issue discount) of notes and the other Senior Indebtedness to be purchased equal to such unapplied Net Cash Proceeds. The Company may satisfy its obligations under this covenant with respect to the Net Cash Proceeds of an Asset Sale by making an Asset Sale Offer prior to the expiration of the relevant 365-day period.

The purchase of notes pursuant to an Asset Sale Offer will occur not less than 20 business days following the date thereof, or any longer period as may be required by law, nor more than 45 days following the 365th day following the Asset Sale (except in the case of clause (c)(3) in which case such period shall be extended for 180 days). The Company may, however, defer an Asset Sale Offer until there is an aggregate amount of unapplied Net Cash Proceeds from one or more Asset Sales equal to or in excess of U.S.\$20.0 million. At that time, the entire amount of unapplied Net Cash Proceeds, and not just the amount in excess of U.S.\$20.0 million, will be applied as required pursuant to this covenant. Pending application in accordance with this covenant, Net Cash Proceeds may be applied to temporarily reduce revolving credit borrowings or Invested in Cash Equivalents.

Each notice of an Asset Sale Offer will be mailed first class, postage prepaid, to the record holders as shown on the register of holders within 20 days following such 365th day, with a copy to the Trustee offering to purchase the notes as described above. Each notice of an Asset Sale Offer will state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date the notice is mailed, other than as may be required by law (the "Asset Sale Offer Payment Date"). Upon receiving notice of an Asset Sale Offer, holders may elect to tender their notes in whole or in part in minimum principal amounts of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof in exchange for cash.

On the Asset Sale Offer Payment Date, the Company will, to the extent lawful:

- (1) accept for payment all notes or portions thereof properly tendered pursuant to the Asset Sale Offer;
- (2) deposit with the Paying Agent funds in an amount equal to the Asset Sale Offer Amount in respect of all notes or portions thereof so tendered; and
- (3) deliver or cause to be delivered to the Trustee the notes so accepted together with an Officers' Certificate stating the aggregate principal amount of notes or portions thereof being purchased by the Company.

To the extent holders of notes and holders of other Senior Indebtedness, if any, which are the subject of an Asset Sale Offer properly tender and do not withdraw notes or the other Senior Indebtedness in an aggregate amount exceeding the amount of unapplied Net Cash Proceeds, the Company will purchase the notes and the other Senior Indebtedness on a *pro rata* basis (based on amounts tendered). If only a portion of a note is purchased pursuant to an Asset Sale Offer, a new note in a principal amount equal to the portion thereof not purchased will be issued in the name of the holder thereof upon cancellation of the original note (or appropriate adjustments to the amount and beneficial interests in a global note will be made, as appropriate). Notes (or portions thereof) purchased pursuant to an Asset Sale Offer will be cancelled and cannot be reissued.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws in connection with the purchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with the "Asset Sale" provisions of the Indenture, the Company will comply with these laws and regulations and will not be deemed to have breached its obligations under the "Asset Sale" provisions of the Indenture by doing so.

Upon completion of an Asset Sale Offer, the amount of Net Cash Proceeds will be reset at zero. Accordingly, to the extent that the aggregate amount of notes and other Indebtedness tendered pursuant to an Asset Sale Offer is less than the aggregate amount of unapplied Net Cash Proceeds, the Company and its Restricted Subsidiaries may use any remaining Net Cash Proceeds for any purpose not otherwise prohibited by the Indenture.

Limitation on Securitization

The Company and its Restricted Subsidiaries may sell, transfer or otherwise dispose of accounts receivable to a Securitization Vehicle; *provided* that:

(1) the sale, transfer or other disposition is in connection with a Loan-Related Securitization; and

(2) the aggregate consideration received in each such sale, transfer or other disposition is at least equal to the Fair Market Value of the receivables transferred.

Limitation on Designation of Unrestricted Subsidiaries

The Company may designate after the Issue Date any Subsidiary of the Company as an “Unrestricted Subsidiary” under the Indenture (a “Designation”) only if:

(1) no Default or Event of Default shall have occurred and be continuing at the time of or immediately after giving effect to such Designation and any transactions between the Company or any of its Restricted Subsidiaries and such Unrestricted Subsidiary are in compliance with “—Limitation on Transactions with Affiliates”;

(2) at the time of and after giving effect to such Designation, the Company could Incur U.S.\$1.00 of additional Indebtedness pursuant to clause (1) of “—Limitation on Incurrence of Additional Indebtedness”; and

(3) the Company would be permitted to make an Investment at the time of Designation (assuming the effectiveness of such Designation and treating such Designation as an Investment at the time of Designation) as a Restricted Payment pursuant to the first paragraph of “—Limitation on Restricted Payments” or as a Permitted Investment in an amount (the “Designation Amount”) equal to the amount of the Company’s Investment in such Subsidiary on such date; and

At the time of such Designation, neither the Company nor any Restricted Subsidiary will:

(1) provide credit support for, subject any of its property or assets (other than the Capital Stock of any Unrestricted Subsidiary) to the satisfaction of, or Guarantee, any Indebtedness of such Subsidiary (including any undertaking, agreement or instrument evidencing such Indebtedness);

(2) be directly or indirectly liable for any Indebtedness of such Subsidiary; or

(3) be directly or indirectly liable for any Indebtedness which provides that the holder thereof may (upon notice, lapse of time or both) declare a default thereon or cause the payment thereof to be accelerated or payable prior to its final scheduled maturity upon the occurrence of a default with respect to any Indebtedness of such Subsidiary, except for any non-recourse Guarantee given solely to support the pledge by the Company or any Restricted Subsidiary of the Capital Stock of such Subsidiary.

The Company may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a “Revocation”) only if:

(1) no Default or Event of Default shall have occurred and be continuing at the time of and after giving effect to such Revocation; and

(2) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation would, if Incurred at such time, have been permitted to be Incurred for all purposes of the Indenture.

The Designation of a Subsidiary of the Company as an Unrestricted Subsidiary shall be deemed to include the Designation of all of the Subsidiaries of such Subsidiary. All Designations and Revocations must be evidenced by a

certificate of the Chief Financial Officer of the Company, delivered to the Trustee certifying compliance with the preceding provisions.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

(a) Except as provided in paragraph (b) below, the Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on or in respect of its Capital Stock to the Company or any other Restricted Subsidiary or pay any Indebtedness owed to the Company or any other Restricted Subsidiary;

(2) make loans or advances to, or Guarantee any Indebtedness or other obligations of, or make any Investment in, the Company or any other Restricted Subsidiary; or

(3) transfer any of its property or assets to the Company or any other Restricted Subsidiary.

(b) Paragraph (a) above will not apply to encumbrances or restrictions existing under or by reason of:

(1) applicable law, rule, regulation or order;

(2) the Indenture or the notes;

(3) the terms of any Indebtedness outstanding on the Issue Date, and any amendment, modification, restatement, renewal, restructuring, replacement or refinancing thereof; *provided* that any amendment, modification, restatement, renewal, restructuring, replacement or refinancing is not materially more restrictive, taken as a whole, with respect to such encumbrances or restrictions than those in existence on the Issue Date;

(4) customary non-assignment provisions of any contract and customary provisions restricting assignment or subletting in any lease governing a leasehold interest of any Restricted Subsidiary, or any customary restriction on the ability of a Restricted Subsidiary to dividend, distribute or otherwise transfer any asset which secures Indebtedness secured by a Lien, in each case permitted to be Incurred under the Indenture;

(5) any instrument governing Acquired Indebtedness not Incurred in connection with, or in anticipation or contemplation of, the relevant acquisition, merger or consolidation, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(6) customary restrictions with respect to a Restricted Subsidiary of the Company imposed pursuant to a binding agreement which has been entered into for the sale or disposition of Capital Stock or assets of such Restricted Subsidiary; *provided* that such restrictions apply solely to the Capital Stock or assets of such Restricted Subsidiary being sold;

(7) customary restrictions imposed on the transfer of copyrighted or patented materials;

(8) an agreement governing Indebtedness of the Company or any Restricted Subsidiaries permitted to be Incurred subsequent to the date of the Indenture in accordance with the covenant described above under the caption “—Limitation on Incurrence of Additional Indebtedness”; *provided* that the provisions relating to such encumbrance or restriction contained in such agreement are no more restrictive, taken as a whole, than those contained in the agreement referred to in clause (3) of this paragraph;

(9) purchase money obligations for property (including Capital Stock) acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions on the property purchased or leased of the nature described in paragraph (a)(3) of this covenant;

(10) Liens permitted to be incurred under the provisions of the covenant described below under the caption “—Limitation on Liens” that limits the right of the debtor to dispose of the assets securing such Indebtedness;

(11) provisions limiting the payment of dividends or the disposition or distribution of assets or property or transfer of Capital Stock in joint venture agreements, sale-leaseback agreements, limited liability company organizational documents and other similar agreements entered into in accordance with the terms of the Indenture and (a) in the ordinary course of business consistent with past practice or (b) with the approval of the Company’s Board of Directors, which limitation is applicable only to the assets, property or Capital Stock that are the subject of such agreements;

(12) restrictions on cash, Cash Equivalents, Marketable Securities or other deposits or net worth imposed by customers or lessors under contracts or leases entered into in the ordinary course of business consistent with past practice to secure trade payable obligations; and

(13) restrictions customarily granted in connection with any Loan-Related Securitizations.

Limitation on Layered Indebtedness

The Company will not, and will not permit any Guarantor to, directly or indirectly, Incur any Indebtedness that is subordinate in right of payment to any other Senior Indebtedness, unless such Indebtedness is expressly subordinate in right of payment to the notes, or the Note Guarantee, as the case may be, to the same extent and on the same terms as such Indebtedness is subordinate to such other Senior Indebtedness; *provided* that the foregoing limitation shall not apply to distinctions between categories of Senior Indebtedness that exist by reason of any Liens arising or created in respect of some but not all such Senior Indebtedness.

Limitation on Liens

The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Liens of any kind (except for Permitted Liens) against or upon any of their respective properties or assets, whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom, to secure any Indebtedness or trade payables unless contemporaneously therewith effective provision is made to secure the notes and all other amounts due under the Indenture, equally and ratably with such Indebtedness or other obligation (or, in the event that such Indebtedness is subordinated in right of payment to the notes, prior to such Indebtedness or other obligation) with a Lien on the same properties and assets securing such Indebtedness or other obligation for so long as such Indebtedness or other obligation is secured by such Lien.

Limitation on Merger, Consolidation and Sale of Assets

The Company will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person (whether or not the Company is the surviving or continuing Person), or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of the Company’s properties and assets (determined on a consolidated basis for the Company and its Restricted Subsidiaries), to any Person unless:

(a) either:

(1) the Company shall be the surviving or continuing Person, or

(2) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Company and of the Company’s Restricted Subsidiaries substantially as an entirety (the “Surviving Entity”):

(A) shall be a Person organized or formed and validly existing under the laws of Mexico or a Qualified Merger Jurisdiction, and

(B) shall expressly assume, by supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, the due and punctual payment of the principal of, and premium, if any, and interest on all of the notes and the performance and observance of every covenant of the notes and the Indenture on the part of the Company to be performed or observed and shall cause each Guarantor (including Persons that become Guarantors as a result of the transaction) to confirm by supplemental indenture that its Note Guarantee will apply for the Obligations of the Surviving Entity in respect of the Indenture and the notes;

(b) immediately after giving effect to such transaction and the assumption contemplated by clause (a)(2)(B) above (including giving effect on a *pro forma* basis to any Indebtedness, including any Acquired Indebtedness, Incurred in connection with or in respect of such transaction), the Company or such Surviving Entity, as the case may be:

(1) will be able to Incur at least U.S.\$1.00 of additional Indebtedness pursuant to clause (1) of “—Limitation on Incurrence of Additional Indebtedness,” or

(2) will have a Capitalization Ratio of not less than the Capitalization Ratio of the Company and its Restricted Subsidiaries immediately prior to such transaction;

(c) immediately before and immediately after giving effect to such transaction and the assumption contemplated by clause (a)(2)(B) above (including, without limitation, giving effect on a *pro forma* basis to any Indebtedness, including any Acquired Indebtedness, Incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing;

(d) if the Company is organized under Mexican law and merges with a corporation, or the Surviving Entity is, organized under the laws of a Qualified Merger Jurisdiction or the Company is organized under the laws of a Qualified Merger Jurisdiction and merges with a Person, or the Surviving Entity is, organized under the laws of Mexico, the Company or the Surviving Entity will have delivered to the Trustee an Opinion of Counsel from each of Mexico and the relevant Qualified Merger Jurisdiction to the effect that, as applicable:

(i) the holders of the notes will not recognize income, gain or loss for income tax purposes under the laws of the relevant Qualified Merger Jurisdiction or Mexico as a result of the transaction and will be taxed in the holder’s home jurisdiction in the same manner and on the same amounts (assuming solely for this purpose that no Additional Amounts are regarded to be paid on the notes) and at the same times as would have been the case if the transaction had not occurred,

(ii) any payment of interest or principal under or relating to the notes will be paid in compliance with any requirements under the section “—Additional Amounts,” and

(iii) no other taxes on income, including capital gains, will be payable by holders of the notes under the laws of Mexico or the relevant Qualified Merger Jurisdiction relating to the acquisition, ownership or disposition of the notes, including the receipt of interest or principal thereon; *provided* that the holder does not use or hold, and is not deemed to use or hold the notes in carrying on a business in Mexico or the relevant Qualified Merger Jurisdiction, and

(e) the Company or the Surviving Entity has delivered to the Trustee an Officers’ Certificate and an Opinion of Counsel, each stating that the consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if required in connection with such transaction, the supplemental indenture, comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to the transaction have been satisfied.

For purposes of this covenant, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Company, the Capital Stock of which constitutes all or substantially all of the properties and assets of the Company (determined on a consolidated basis for the Company and its Restricted Subsidiaries), will be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

The provisions of clause (b) above will not apply to:

(1) any transfer of the properties or assets of a Restricted Subsidiary to the Company;

(2) any merger of a Restricted Subsidiary into the Company; or

(3) any merger of the Company into a Wholly-Owned Subsidiary of the Company created for the purpose of holding the Capital Stock of the Company.

Upon any consolidation, combination or merger or any transfer of all or substantially all of the properties and assets of the Company and its Restricted Subsidiaries in accordance with this covenant, in which the Company is not the continuing corporation, the Surviving Entity formed by such consolidation or into which the Company is merged or to which such conveyance, lease or transfer is made will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture and the notes with the same effect as if such Surviving Entity had been named as such. For the avoidance of doubt, compliance with this covenant will not affect the obligations of the Company (including a Surviving Entity, if applicable) under “—Change of Control Triggering Event,” if applicable.

Each Guarantor will not, and the Company will not cause or permit any Guarantor to, consolidate with or merge into, or sell or dispose of all or substantially all of its assets to, any Person (other than the Company) that is not a Guarantor unless:

(a) such Person (if such Person is the surviving entity) assumes all of the obligations of such Guarantor in respect of its Note Guarantee by executing a supplemental indenture and providing the Trustee with an Officers’ Certificate and Opinion of Counsel, and such transaction is otherwise in compliance with the Indenture;

(b) such Note Guarantee is to be released as provided under “—Note Guarantees”; or

(c) such sale or other disposition of substantially all of such Guarantor’s assets is made in accordance with “—Limitation on Asset Sales and Sales of Subsidiary Stock.”

Limitation on Transactions with Affiliates

(1) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any of its Affiliates (each an “Affiliate Transaction”), unless:

(a) the terms of such Affiliate Transaction are not materially less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm’s-length basis from a Person that is not an Affiliate of the Company;

(b) in the event that such Affiliate Transaction involves aggregate payments, or transfers of property or services with a Fair Market Value, in excess of U.S.\$10.0 million, the terms of such Affiliate Transaction will be approved by a majority of the members of the Board of Directors of the Company (including a majority of the disinterested members thereof), the approval to be evidenced by a Board Resolution stating that the Board of Directors has determined that such transaction complies with the preceding provisions; and

(c) in the event that such Affiliate Transaction involves aggregate payments, or transfers of property or services with a Fair Market Value, in excess of U.S.\$20.0 million, the Company must in addition obtain and deliver to the trustee a favorable written opinion from an internationally recognized investment banking firm as to the fairness of the transaction to the Company and its Restricted Subsidiaries from a financial point of view.

(2) Paragraph (1) above will not apply to:

(a) Affiliate Transactions with or among the Company and any Restricted Subsidiary or between or among Restricted Subsidiaries;

(b) reasonable fees and compensation paid to, and any indemnity provided on behalf of, officers, directors, employees, consultants or agents of the Company or any Restricted Subsidiary as determined in good faith by the Company's Board of Directors or senior management of the Company;

(c) Affiliate Transactions undertaken pursuant to any contractual obligations or rights in existence on the Issue Date and any amendment, modification or replacement of such agreement (so long as such amendment, modification or replacement is not materially more disadvantageous to the Company and its Restricted Subsidiaries or the holders of the notes, taken as a whole, than the original agreement as in effect on the Issue Date);

(d) any Restricted Payments made in compliance with "—Limitation on Restricted Payments" or any Permitted Investments;

(e) loans and advances to officers, directors and employees of the Company or any Restricted Subsidiary for travel, entertainment, moving and other relocation expenses, in each case made in the ordinary course of business and not exceeding U.S.\$2.0 million outstanding at any one time;

(f) any employment agreement, employee benefit plan, officer or director indemnification agreement or any similar arrangement entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business or consistent with past practice and payments pursuant thereto;

(g) any issuance of Capital Stock (other than Disqualified Stock) of the Company to Affiliates of the Company or to any director, officer, employee or consultant of the Company, and the granting and performance of registration rights;

(h) transactions between the Company or any of its Restricted Subsidiaries and any Securitization Vehicle in the ordinary course of business in connection with Loan-Related Securitizations; and

(i) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture, which are fair to the Company or its Restricted Subsidiaries (as applicable), or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party.

Conduct of Business

The Company and its Restricted Subsidiaries will not engage in any business other than a Permitted Business.

Reports to Holders

So long as any notes are outstanding, the Company will furnish to the Trustee:

(a) Within 120 days following the end of each of the Company's fiscal years, information (presented in the English language) including sections titled "Consolidated Financial Information and Other Information" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections with scope and content substantially similar to the corresponding sections in this offering memorandum (after taking into consideration any changes to the business and operations of the Company after the Issue Date), consolidated audited income statements, balance sheets and cash flow statements and the related notes thereto for the Company for the two most recent fiscal years in accordance with GAAP, which need not, however, contain any reconciliation to U.S. GAAP or otherwise comply with Regulation S-X of the U.S. Securities and Exchange Commission, together with an audit report thereon by the Company's independent auditors; and

(b) Within 60 days following the end of each of the first three fiscal quarters in each of the Company's fiscal years (beginning with the fiscal quarter ended June 30, 2016), quarterly reports containing unaudited balance sheets, statements of income, statements of shareholders equity and statements of cash flows and the related notes thereto for the Company on a consolidated basis, in each case for the quarterly period then ended and the corresponding quarterly period in the prior fiscal year and prepared in accordance with GAAP, which need not, however, contain any reconciliation to U.S. GAAP or otherwise comply with Regulation S-X of the

U.S. Securities and Exchange Commission, together with a “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section for such quarterly period and condensed footnote disclosure (in each case, presented in the English language).

None of the information provided pursuant to the preceding paragraph shall be required to comply with Regulation S-K as promulgated by the U.S. Securities and Exchange Commission. In addition, the Company shall furnish to the holders of the notes and to prospective investors, upon the requests of such holders, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as the notes are not freely transferable under the Exchange Act by Persons who are not “affiliates” under the Securities Act.

In addition, if and so long as the notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, copies of such reports furnished to the Trustee will also be made available at the specified office of the paying agent in Luxembourg.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee’s receipt thereof shall not constitute constructive notice of any information contained therein or determinable for information contained therein, including the Company’s compliance with any of the their respective covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer’s Certificates).

Listing

In the event that the notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange, the Company will use its commercially reasonable efforts to maintain such admission to listing and trading; *provided* that if, as a result of any applicable rule, requirement or legislation, the Company could be required to publish financial information either more regularly than it otherwise would be required to or according to accounting principles which are materially different from the accounting principles which the Company would otherwise use to prepare its published financial information, the Company may delist the notes in accordance with the rules of the Luxembourg Stock Exchange and seek an alternative admission to listing, trading and/or quotation for the notes on a different section of the Luxembourg Stock Exchange or by such other listing authority, stock exchange and/or quotation system inside or outside the European Union and recognized by the U.S. Securities and Exchange Commission as the Company may decide.

Notices

From and after the date the notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange and so long as it is required by the rules of such exchange, all notices to holders of notes will be published in English:

- (1) in a leading newspaper having a general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*);
- (2) if such Luxembourg publication is not practicable, in one other leading English language newspaper being published on each day in morning editions, whether or not it shall be published in Saturday, Sunday or holiday editions; or
- (3) on the website of the Luxembourg Stock Exchange, *www.bourse.lu*.

Notices shall be deemed to have been given on the date of publication as aforesaid or, if published on different dates, on the date of the first such publication. In addition, notices will be mailed to holders of notes at their registered addresses.

Events of Default

The following are “Events of Default”:

(1) default in the payment when due of the principal of or premium, if any, on any notes, including the failure to make a required payment to purchase notes tendered pursuant to an optional redemption, Change of Control Triggering Event Offer or an Asset Sale Offer;

(2) default for 30 days or more in the payment when due of interest or Additional Amounts, if any, on any notes;

(3) the failure to perform or comply with any of the provisions described under “Certain Covenants — Merger, Consolidation and Sale of Assets”;

(4) the failure by the Company or any Restricted Subsidiary to comply with any other covenant or agreement contained in the Indenture or in the notes for 30 days or more after written notice to the Company from the Trustee or the holders of at least 25% in aggregate principal amount of the outstanding notes;

(5) default by the Company or any Restricted Subsidiary that is a Significant Subsidiary under any Indebtedness which:

(a) is caused by a failure to pay principal or premium, if any, or interest on such Indebtedness prior to the expiration of any applicable grace period provided in the instrument governing such Indebtedness on the date of such default; or

(b) results in the acceleration of such Indebtedness prior to its stated maturity;

and, in each case, the principal or accreted amount of Indebtedness at the relevant time, aggregates U.S.\$20.0 million or more;

(6) failure by the Company or any Restricted Subsidiary that is a Significant Subsidiary to pay one or more final judgments against any of them, aggregating U.S.\$20.0 million or more, which judgment(s) are not paid, discharged or stayed for a period of 60 days or more;

(7) certain events of bankruptcy affecting the Company or any of its Restricted Subsidiaries that are Significant Subsidiaries, including the declaration of their *concurso mercantil*; or

(8) any Note Guarantee ceases to be in full force and effect, other than in accordance the terms of the Indenture, or a Guarantor denies or disaffirms its obligations under its Note Guarantee.

If an Event of Default (other than an Event of Default specified in clause (7) above with respect to the Company) shall occur and be continuing, the Trustee or the holders of at least 25% in principal amount of outstanding notes may declare the unpaid principal of (and premium, if any) and accrued and unpaid interest on all the notes to be immediately due and payable by notice in writing to the Company and the Trustee specifying the Event of Default and that it is a “notice of acceleration.” If an Event of Default specified in clause (7) above occurs with respect to the Company, then the unpaid principal of (and premium, if any) and accrued and unpaid interest on all the notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any holder.

At any time after a declaration of acceleration with respect to the notes as described in the preceding paragraph, the holders of a majority in principal amount of the notes may rescind and cancel such declaration and its consequences:

(1) if the rescission would not conflict with any judgment or decree;

(2) if all existing Events of Default have been cured or waived, except nonpayment of principal or interest that has become due solely because of the acceleration;

(3) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid; and

(4) if the Company has paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses (including the fees and expenses of its counsel), disbursements and advances.

No rescission will affect any subsequent Default or impair any rights relating thereto.

The holders of a majority in principal amount of the notes may waive any existing Default or Event of Default under the Indenture, and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any notes.

In the event of any Event of Default specified in clause (5) of the first paragraph above, such Event of Default and all consequences thereof (excluding, however, any resulting payment default) will be annulled, waived and rescinded, automatically and without any action by the Trustee or the holders, if within 30 days after such Event of Default arose the Company delivers an Officers' Certificate to the Trustee stating that (x) the Indebtedness or Guarantee that is the basis for such Event of Default has been discharged, or (y) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default, or (z) the default that is the basis for such Event of Default has been cured, it being understood that in no event shall an acceleration of the principal amount of the notes as described above be annulled, waived or rescinded upon the happening of any such events.

Subject to the provisions of the Indenture relating to the duties of the Trustee, the Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any of the holders, unless such holders have offered to the Trustee satisfactory indemnity. Subject to all provisions of the Indenture and applicable law, the holders of a majority in aggregate principal amount of the then outstanding notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee.

No holder of any notes will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless:

(1) such holder gives to the Trustee written notice of a continuing Event of Default;

(2) holders of at least 25% in principal amount of the then outstanding notes make a written request to pursue the remedy;

(3) such holders of the notes provide to the Trustee satisfactory indemnity;

(4) the Trustee does not comply within 60 days; and

(5) during such 60 day period the holders of a majority in principal amount of the outstanding notes do not give the Trustee a written direction which, in the opinion of the Trustee, is inconsistent with the request;

provided that a holder of a note may institute suit for enforcement of payment of the principal of and premium, if any, or interest on such note on or after the respective due dates expressed in such note.

Upon becoming aware of any Default or Event of Default, the Company is required to deliver to the Trustee written notice of events which would constitute such Defaults or Events of Default, their status and what action the Company is taking or proposes to take in respect thereof. In addition, the Company is required to deliver to the Trustee, within 105 days after the end of each fiscal year, an Officers' Certificate indicating whether the signers thereof know of any Default or Event of Default that occurred during the previous fiscal year. The Indenture provides that if a Default or Event of Default occurs, is continuing and is known to the Trustee (within the meaning of the Indenture), the Trustee must mail to each holder notice of the Default or Event of Default within 90 days after the occurrence thereof. Except in the case of a Default or Event of Default in the payment of principal of, premium,

if any, or interest on any note, the Trustee may withhold notice if and so long as its trust officer in good faith determines that withholding notice is in the interests of the holders.

Legal Defeasance and Covenant Defeasance

The Company may, at its option and at any time, elect to have its obligations with respect to outstanding notes discharged (“Legal Defeasance”). Such Legal Defeasance means that the Company will be deemed to have paid and discharged the entire indebtedness represented by the outstanding notes after the deposit specified in clause (1) of the second following paragraph, except for:

(1) the rights of holders to receive payments in respect of the principal of, premium, if any, and interest on the notes when such payments are due;

(2) the Company’s obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payments;

(3) the rights, powers, trust, duties and immunities of the Trustee and the Company’s obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option and at any time, elect to have its obligations released with respect to certain covenants (including, without limitation, obligations to make Change of Control Triggering Event Offers, Asset Sale Offers, the obligations described under “—Certain Covenants” and the cross-acceleration provisions and judgment default provisions described under “Events of Default”) that are described in the Indenture (“Covenant Defeasance”) and thereafter any omission to comply with such obligations will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, reorganization and insolvency events) described under “Events of Default” will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit with the Trustee, in trust for the benefit of the holders, cash in U.S. dollars, certain direct non-callable obligations of, or guaranteed by, the United States, or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium, if any, and interest (including Additional Amounts) on the notes on the stated date for payment thereof or on the applicable redemption date, as the case may be;

(2) in the case of Legal Defeasance, the Company has delivered to the Trustee an Opinion of Counsel from counsel in the United States reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Company to the effect that:

(a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or

(b) since the Issue Date, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall state that, the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company has delivered to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) to the effect that the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a

result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) in the case of Legal Defeasance or Covenant Defeasance, the Company has delivered to the Trustee:

(a) an Opinion of Counsel from Mexican legal counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Company to the effect that, based upon Mexican law then in effect, holders will not recognize income, gain or loss for Mexican tax purposes, including withholding tax except for withholding tax then payable on interest payments due, as a result of Legal Defeasance or Covenant Defeasance, as the case may be, and will be subject to Mexican taxes on the same amounts and in the same manner and at the same time as would have been the case if such Legal Defeasance or Covenant Defeasance, as the case may be, had not occurred, or

(b) a ruling directed to the Trustee received from the tax authorities of Mexico to the same effect as the Opinion of Counsel described in clause (a) above;

(5) no Default or Event of Default shall have occurred and be continuing on the date of the deposit pursuant to clause (1) of this paragraph (except any Default or Event of Default resulting from the failure to comply with “—Certain Covenants —Limitation on Incurrence of Additional Indebtedness” as a result of the borrowing of the funds required to effect such deposit);

(6) the Trustee has received an Officers’ Certificate stating that such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Indenture or any other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(7) the Company has delivered to the Trustee an Officers’ Certificate stating that the deposit was not made by the Company with the intent of preferring the holders over any other creditors of the Company or any Subsidiary of the Company or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others;

(8) the Company has delivered to the Trustee an Officers’ Certificate and an Opinion of Counsel from counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Company, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(9) the Company has delivered to the Trustee an Opinion of Counsel from counsel reasonably acceptable to the Trustee and independent of the Company to the effect that the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors’ rights generally.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the notes, as expressly provided for in the Indenture) as to all outstanding notes when:

(1) either:

(a) all the notes theretofore authenticated and delivered (except lost, stolen or destroyed notes which have been replaced or paid and notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

(b) all notes not theretofore delivered to the Trustee for cancellation have become due and payable, and the Company has irrevocably deposited or caused to be deposited with the Trustee funds or certain

direct, non-callable obligations of, or guaranteed by, the United States sufficient without reinvestment to pay and discharge the entire Indebtedness on the notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest on the notes to the date of deposit, together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment;

(2) the Company has paid all other sums payable under the Indenture and the notes by it; and

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with.

Modification of the Indenture

From time to time, the Company and the Trustee, without the consent of the holders, may amend the Indenture or the notes for certain specified purposes, including curing ambiguities, omissions, defects or inconsistencies, to provide for uncertificated notes in addition to or in place of certificated notes; to provide for the assumption of the Company's obligations to holders of notes in the case of a merger or consolidation or sale of all or substantially all of the Company's assets, as applicable; to make any change that would provide any additional rights or benefits to the holders or that does not adversely affect the legal rights under the Indenture of any such holder; to comply with applicable requirements of the U.S. Securities and Exchange Commission; to conform the text of the Indenture or the notes to any provision of this Description of the Notes to the extent that such provision in this Description of the Notes was intended to be a verbatim recitation of a provision of the Indenture or the notes; to comply with the requirements of any applicable securities depository; to provide for a successor Trustee in accordance with the terms of the Indenture; to otherwise comply with any requirement of the Indenture; to issue Additional Notes; and make any other changes which do not adversely affect the rights of any of the holders in any material respect. In entering into any such amendment, the Trustee will be entitled to conclusively rely upon an Opinion of Counsel and Officers' Certificate, and shall have no liability whatsoever in reliance upon the foregoing.

Other modifications and amendments of the Indenture or the notes may be made with the consent of the holders of a majority in principal amount of the then outstanding notes issued under the Indenture, except that, without the consent of each holder affected thereby, no amendment may (with respect to any notes held by a non-consenting holder):

(1) reduce the principal amount of notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the rate of or change or have the effect of changing the time for payment of interest, including defaulted interest, on any notes;

(3) reduce the principal of or change or have the effect of changing the fixed maturity of any notes, or change the date on which any notes may be subject to redemption, or reduce the redemption price therefor;

(4) make any notes payable in money other than that stated in the notes;

(5) make any change in provisions of the Indenture entitling each holder to receive payment of principal of, premium, if any, and interest on such note on or after the due date thereof or to bring suit to enforce such payment, or permitting holders of a majority in principal amount of notes to waive Defaults or Events of Default;

(6) amend, change or modify in any material respect any obligation of the Company to make and consummate a Change of Control Triggering Event Offer in respect of a Change of Control Triggering Event that has occurred, or make and consummate an Asset Sale Offer with respect to any Asset Sale that has been consummated;

(7) make any change in the provisions of the Indenture described under “—Additional Amounts” that adversely affects the rights of any holder or amend the terms of the notes in a way that would result in a loss of exemption from Taxes;

(8) make any change to the provisions of the Indenture or the notes that adversely affects the ranking of the notes; and

(9) eliminate or modify in any manner a Guarantor’s obligation with respect to its Note Guarantee which adversely affects the holders of the notes in any material respect, except as contemplated in the Indenture.

Governing Law; Jurisdiction

The Indenture and the notes will be governed by, and construed in accordance with, the law of the State of New York. The Company consents to the jurisdiction of the Federal and State courts located in the City of New York, Borough of Manhattan and has appointed an agent for service of process with respect to any actions brought in these courts arising out of or based on the Indenture or the notes.

The Trustee

Except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default, the Trustee will exercise such rights and powers vested in it by the Indenture, and use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Indenture and the provisions of the TIA contain certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payments of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. Subject to the TIA, the Trustee will be permitted to engage in other transactions; *provided* that if the Trustee acquires any conflicting interest as described in the TIA, it must eliminate such conflict or resign.

No Personal Liability

An incorporator, director, officer, employee, stockholder or controlling person, as such, of the Company shall not have any liability for any obligations of the Company under the notes or the Indenture or for any claims based on, in respect of or by reason of such obligations or their creation. By accepting a note, each holder waives and releases all such liability.

Currency Indemnity

The Company and the Guarantors will pay all sums payable under the Indenture or the notes solely in U.S. dollars. Any amount that a holder receives or recovers in a currency other than U.S. dollars in respect of any sum expressed to be due to such holder from the Company or any Guarantors will only constitute a discharge to us, to the greatest extent permitted under applicable law, to the extent of the U.S. dollar amount which such holder is able to purchase with the amount received or recovered in that other currency on the date of the receipt or recovery or, if it is not practicable to make the purchase on that date, on the first date on which such holder is able to do so. If the U.S. dollar amount is less than the U.S. dollar amount expressed to be due to such holder under any note, to the greatest extent permitted under applicable law, the Company and the Guarantors will indemnify such holder against any loss such holder may sustain as a result. In any event, the Company and the Guarantors will indemnify any such holder against the cost of making any purchase of U.S. dollars. For the purposes of this paragraph, it will be sufficient for such holder to certify in a satisfactory manner that such holder would have suffered a loss had an actual purchase of U.S. dollars been made with the amount received in that other currency on the date of receipt or recovery or, if it was not practicable to make the purchase on that date, on the first date on which such holder was able to do so. In addition, any such holder will also be required to certify in a satisfactory manner the need for a change of the purchase date.

The indemnities described above:

- constitute a separate and independent obligation from the other obligations of the Company and the Guarantors;
- will give rise to a separate and independent cause of action;
- will apply irrespective of any indulgence granted by any holder; and
- will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any note.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for a full definition of all such terms, as well as any other terms used herein for which no definition is provided.

“Acquired Indebtedness” means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or at the time it merges, consolidates or amalgamates with the Company or any of its Restricted Subsidiaries or is assumed in connection with the acquisition of assets from such Person; *provided* that such Indebtedness is not incurred in connection with, or in anticipation or contemplation of such merger, consolidation, amalgamation or acquisition. Such Indebtedness will be deemed to have been Incurred at the time such Person becomes a Restricted Subsidiary or at the time it merges, consolidates or amalgamates with the Company or a Restricted Subsidiary or at the time such Indebtedness is assumed in connection with the acquisition of assets from such Person.

“Additional Amounts” has the meaning set forth under “—Additional Amounts” above.

“Additional Notes” has the meaning set forth under “—Payment of Additional Notes” above.

“Affiliate” means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, the terms “controlling,” “controlled by” and “under common control with” have correlative meanings.

“Affiliate Transaction” has the meaning set forth under “—Certain Covenants—Limitation on Transactions with Affiliates” above.

“Allowance for Loan Losses” means, as of any date of determination, the allowance for loan losses of the Company and its Restricted Subsidiaries as set forth on the consolidated balance sheet as of the most recent fiscal quarter of the Company, prepared in accordance with GAAP.

“Asset Acquisition” means:

(1) an Investment by the Company or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into the Company or any Restricted Subsidiary;

(2) the acquisition by the Company or any Restricted Subsidiary of the assets of any Person (other than a Subsidiary of the Company) which constitute all or substantially all of the assets of such Person or comprises any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business; or

(3) any Revocation with respect to an Unrestricted Subsidiary.

“*Asset Sale*” means any direct or indirect sale, disposition, issuance, conveyance, transfer, lease, assignment or other transfer, including a Sale and Leaseback Transaction (each, a “disposition”) by the Company or any Restricted Subsidiary of:

(a) any Capital Stock of any Restricted Subsidiary (but not Capital Stock of the Company); or

(b) any property or assets (other than cash or Cash Equivalents or Capital Stock of the Company) of the Company or any Restricted Subsidiary.

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

(1) the disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries as permitted under “—Certain Covenants—Merger, Consolidation and Sale of Assets;”

(2) for purposes of “—Certain Covenants—Limitation on Asset Sales and Sales of Subsidiary Stock” only, the making of a Restricted Payment permitted under “—Certain Covenants—Limitation on Restricted Payments” or any Permitted Investment;

(3) a disposition to the Company or a Guarantor, including a Person that is or will become a Guarantor immediately after the disposition;

(4) transactions that involve assets or Capital Stock of a Restricted Subsidiary having a Fair Market Value of less than U.S.\$10.0 million (or the equivalent in other currencies) during the life of the notes;

(5) a transfer of assets between or among the Company and any Guarantor;

(6) an issuance or sale of Capital Stock by a Restricted Subsidiary of the Company to the Company or any Restricted Subsidiary;

(7) the disposition of accounts receivable and loans as permitted under “—Certain Covenants—Limitations on Securitizations;”

(8) the sale of delinquent loans to unaffiliated third parties;

(9) any sale or other disposition of damaged, worn-out, obsolete or no longer useful assets or properties in the ordinary course of business;

(10) the sale of assets received by the Company or any of its Restricted Subsidiaries upon the foreclosure of a Lien in the ordinary course of business;

(11) the granting of Liens permitted under “Certain Covenants—Limitation on Liens”;

(12) the good faith surrender or waiver of contract rights or settlement, release or surrender of contract, tort or other claims or statutory rights in connection with a settlement in the ordinary course of business consistent with past practice; and

(13) a disposition to a Restricted Subsidiary that is not a Guarantor from another Restricted Subsidiary that is not a Guarantor.

“*Asset Sale Offer*” has the meaning set forth under “—Certain Covenants—Limitation on Asset Sales and Sales of Subsidiary Stock.”

“*Asset Sale Transaction*” means any Asset Sale and, whether or not constituting an Asset Sale, (1) any sale or other disposition of Capital Stock, (2) any Designation with respect to an Unrestricted Subsidiary and (3) any sale or other disposition of property or assets excluded from the definition of Asset Sale by clause (4) of that definition.

“*Board of Directors*” means, as to any Person, the board of directors, management committee or similar governing body of such Person or any duly authorized committee thereof.

“*Board Resolution*” means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the Trustee.

“*Capital Securities*” means, with respect to the Company, any bonds, debentures, notes or other similar instruments of the Company (i) which are expressly subordinated in right of payment and in insolvency to the prior payment in full of any note and any other Senior Indebtedness, (ii) which have a scheduled maturity date of at least 10 years after the Issue Date, (iii) the first principal payment in respect of which (pursuant to any redemption provision, amortization schedule or otherwise) may not occur until at least 12 months after the last scheduled principal payment of any note and any other Senior Indebtedness, (iv) the principal of which may not be accelerated so long as any note remains outstanding (except pursuant to a customary bankruptcy event of default with respect to the Company), (v) are senior only to Capital Stock of the Company, (vi) in respect of which interest may be deferred and cancelled, and (vii) which, prior to their issuance, are provided equity-like treatment by at least two Rating Agencies pursuant to their respective rating criteria.

“*Capital Stock*” means:

(1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock of such Person;

(2) with respect to any Person that is not a corporation, any and all partnership or other equity or ownership interests of such Person; and

(3) any warrants, rights or options to purchase any of the instruments or interests referred to in clause (1) or (2) above.

“*Capitalization Ratio*” means, for any Person as of any date of determination, the result (expressed as a percentage) obtained by dividing (x) Consolidated Net Worth of such Person (calculated as of the end of the last completed fiscal quarter ending on or prior to the date of the transaction giving rise to the need to calculate Consolidated Net Worth) by (y) Net Loan Portfolio as of such date of determination.

“*Capitalized Lease Obligations*” means, as to any Person, the obligations of such Person under a lease that are required to be classified and accounted for as capital lease obligations under GAAP. For purposes of this definition, the amount of such obligations at any date will be the capitalized amount of such obligations at such date, determined in accordance with GAAP.

“*Cash Equivalents*” means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof;

(2) *Certificados de la Tesorería de la Federación (Cetes)* or *Bonos de Desarrollo del Gobierno Federal (Bondes)*, in each case, issued by the government of Mexico and maturing not later than one year after the acquisition thereof;

(3) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of

acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Fitch or any successor thereto;

(4) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-2 from S&P or at least F1 from Fitch;

(5) demand deposits, certificates of deposit, time deposits or bankers' acceptances maturing within one year from the date of acquisition thereof issued by (a) any bank organized under the laws of the United States of America or any state thereof or the District of Columbia, (b) any U.S. branch of a non-U.S. bank having at the date of acquisition thereof combined capital and surplus of not less than U.S.\$500.0 million, or (c) in the case of Mexican peso deposits, any of the five top-rated banks (as evaluated by an internationally recognized rating agency) organized under the laws of Mexico;

(6) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (1) above entered into with any bank meeting the qualifications specified in clause (5) above;

(7) any other debt instruments having a rating of at least A-1 or AAA from S&P or F1 or AAA from Fitch with maturities of one year or less from the date of acquisition; and

(8) investments in money market funds, which invest substantially all of their assets in securities of the types described in clauses (1) through (7) above.

"Change of Control" means the occurrence of one or more of the following events:

(1) any Person or a Group other than the Permitted Holders is or becomes the beneficial owner, directly or indirectly, in the aggregate of 35.0% or more of the total voting power of the Voting Stock of the Company; *provided* that the Permitted Holders beneficially own, directly or indirectly, in the aggregate a lesser percentage of the total voting power of the Voting Stock of the Company (or its successor by merger, consolidation or purchase of all or substantially all of its assets) than such other Person or Group and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of the Company or such successor (for the purposes of this clause, such other Person or Group shall be deemed to beneficially own any Voting Stock of a specified entity held by a parent entity, if such other Person or Group "beneficially owns" directly or indirectly, more than 35.0% of the voting power of the Voting Stock of such parent entity and the Permitted Holders "beneficially own" directly or indirectly, in the aggregate a lesser percentage of the voting power of the Voting Stock of such parent entity and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of such parent entity);

(2) the Company consolidates with, or merges with or into, another Person, or the Company sells, conveys, assigns, transfers, leases or otherwise disposes of all or substantially all of the assets of the Company, determined on a consolidated basis, to any Person, other than a transaction where the Person or Persons that, immediately prior to such transaction "beneficially owned" the outstanding Voting Stock of the Company are, by virtue of such prior ownership, or Permitted Holders are, the "beneficial owners" in the aggregate of a majority of the total voting power of the then outstanding Voting Stock of the surviving or transferee person (or if such surviving or transferee Person is a direct or indirect wholly-owned subsidiary of another Person, such Person who is the ultimate parent entity), in each case whether or not such transaction is otherwise in compliance with the Indenture;

(3) individuals who on the Issue Date constituted the board of directors of the Company, together with any new directors whose election by the board of directors or whose nomination for election by the stockholders of the Company was voted upon favorably by the Permitted Holders, cease for any reason to constitute a majority of the board of directors of the Company then in office; or

(4) the approval by the holders of Capital Stock of the Company of any plan or proposal for the liquidation or dissolution of the Company, whether or not otherwise in compliance with the provisions of the Indenture.

For purposes of this definition:

(a) “beneficial owner” will have the meaning specified in Rules 13d-3 and 13d-5 under the Exchange Act, except that any Person or Group will be deemed to have “beneficial ownership” of all securities that such Person or Group has the right to acquire, whether such right is exercisable immediately, only after the passage of time or, except in the case of the Permitted Holders, upon the occurrence of a subsequent condition.

(b) “Person” and “Group” will have the meanings for “person” and “group” as used in Sections 13(d) and 14(d) of the Exchange Act; and

(c) the Permitted Holders or any other Person or Group will be deemed to beneficially own any Voting Stock of a corporation held by any other corporation (the “parent corporation”) so long as the Permitted Holders or such other Person or Group, as the case may be, beneficially own, directly or indirectly, in the aggregate at least 50.0% of the voting power of the Voting Stock of the parent corporation and no other Person or Group beneficially owns an equal or greater amount of the Voting Stock of the parent corporation.

“*Change of Control Triggering Event*” has the meaning set forth under “—Change of Control Triggering Event.”

“*Change of Control Triggering Event Offer*” has the meaning set forth under “—Change of Control Triggering Event.”

“*Change of Control Triggering Event Payment*” has the meaning set forth under “—Change of Control Triggering Event.”

“*Change of Control Triggering Event Payment Date*” has the meaning set forth under “—Change of Control Triggering Event.”

“*Common Stock*” of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person’s common equity interests, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common equity interests.

“*Consolidated Net Income*” means, with respect to any Person for any period, the aggregate net income (or loss) of such Person and its Subsidiaries (after deducting (or adding) the portion of such net income (or loss) attributable to minority interests in Subsidiaries of such Person) for such period on a consolidated basis, determined in accordance with GAAP; *provided* that there shall be excluded therefrom to the extent reflected in such aggregate net income (loss):

(1) net after-tax gains or losses from Asset Sale Transactions or abandonments or reserves relating thereto;

(2) net after-tax items classified as extraordinary gains or losses;

(3) the net income (but not loss) of any Person, other than such Person and any Subsidiary of such Person (Restricted Subsidiary in the case of the Company); except that, solely for purposes of calculating Consolidated Net Income pursuant to clause (3) of the first paragraph of “Certain Covenants —Limitation on Restricted Payments” only, Consolidated Net Income of the Company will include the Company’s proportionate share of the net income of:

(a) any Person acquired in a “pooling of interests” transaction accrued prior to the date it becomes a Restricted Subsidiary or is merged or consolidated with the Company or any Restricted Subsidiary; or

(b) a Surviving Entity prior to assuming the Company’s obligations under the Indenture and the notes pursuant to “Certain Covenants —Limitation on Merger, Consolidation and Sales of Assets”;

(4) the net income (but not loss) of any Subsidiary of such Person (Restricted Subsidiary in the case of the Company) to the extent that (and only so long as) a corresponding amount could not be distributed to such Person at the date of determination as a result of any restriction pursuant to the constituent documents of such Subsidiary (Restricted Subsidiary in the case of the Company) or any law, regulation, agreement or judgment applicable to any such distribution;

(5) any increase (but not decrease) in net income attributable to minority interests in any Subsidiary (Restricted Subsidiary in the case of the Company);

(6) any gain (or loss) from foreign exchange translation or change in net monetary position;

(7) any gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of Indebtedness and Hedging Obligations; and

(8) the cumulative effect of changes in accounting principles.

“*Consolidated Net Worth*” means, for any Person at any time, the consolidated stockholders’ equity of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) as set forth on the consolidated balance sheet as of the most recent fiscal quarter of such Person, prepared in accordance with GAAP, less (without duplication) amounts attributable to Disqualified Capital Stock of such Person.

“*Consolidated Tangible Assets*” means, for any Person at any time, the total consolidated assets of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) as set forth on the consolidated balance sheet as of the most recent fiscal quarter of such Person, prepared in accordance with GAAP, less Intangible Assets.

“*Covenant Defeasance*” has the meaning set forth under “—Legal Defeasance and Covenant Defeasance.”

“*Currency Agreement*” means, in respect of any Person, any foreign exchange contract, currency swap agreement or other similar agreement as to which such Person is a party designed to hedge foreign currency risk of such Person.

“*Default*” means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

“*Designated Non-cash Consideration*” means the Fair Market Value of non-cash consideration used in a Permitted Business (other than securities) received by the Company or any of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an officers’ certificate, setting forth the basis of such valuation, executed by the Chief Executive Officer or the Chief Financial Officer of the Company and delivered to the Trustee, less the amount of cash or Cash Equivalents received in connection with a sale of such Designated Non-cash Consideration.

“*Designation*” and “*Designation Amount*” have the meanings set forth under “—Certain Covenants—Limitation on Designation of Unrestricted Subsidiaries” above.

“*Disqualified Capital Stock*” means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof, in any case, on or prior to the final maturity date of the notes; *provided, however*, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to purchase or redeem such Capital Stock upon the occurrence of an “asset sale” or “change of control” occurring prior to the final maturity of the notes shall not constitute Disqualified Stock if:

(1) the “asset sale” or “change of control” provisions applicable to such Capital Stock are not materially more favorable to the holders of such Capital Stock than the terms applicable to the notes and described under

“—Certain Covenants —Limitation on Sales of Assets and Subsidiary Stock” and “—Change of Control Triggering Event”; and

(2) any such requirement only becomes operative after compliance with such terms applicable to the notes, including the purchase of any notes tendered pursuant thereto.

The amount of any Disqualified Capital Stock shall be equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any. The amount of any Disqualified Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were redeemed, repaid or repurchased on any date on which the amount of such Disqualified Stock is to be determined pursuant to the Indenture; *provided, however*, that if such Disqualified Stock could not be required to be redeemed, repaid or repurchased at the time of such determination, the redemption, repayment or repurchase price will be the book value of such Disqualified Stock as reflected in the most recent financial statements of such Person.

“*Eligible Subsidiary*” means a Restricted Subsidiary that is a Wholly-Owned Subsidiary of the Company or of a Guarantor but excluding any Subsidiary (i) that is contractually restricted from acting as a Guarantor of the notes pursuant to an agreement in effect on the Issue Date or (ii) the net assets of which are less than U.S.\$5.0 million.

“*Event of Default*” has the meaning set forth under “Events of Default.”

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

“*Fair Market Value*” means, with respect to any asset (including, without limitation, accounts receivable), the price (after deducting any liabilities relating to such assets) which could be negotiated in an arm’s-length free market transaction, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction; *provided* that the Fair Market Value of any such asset (including, without limitation, accounts receivable) will be determined conclusively by the senior management of the Company acting in good faith.

“*Fitch*” means Fitch, Inc. and its successors and assigns.

“*GAAP*” means either (i) the accounting criteria established by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*, or the CNBV) applicable to the Company, (ii) the Mexican Financial Reporting Standards (*Normas de Información Financiera*) issued by the Mexican Board for Research and Development of Financial Information Standards (*Consejo Mexicano para la Investigación y Desarrollo de Normas de Información Financiera*) or (iii) the International Financial Reporting Standards, in each case as in effect from time to time.

“*Guarantee*” means any obligation, contingent or otherwise, including an *aval*, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person:

(1) to purchase or pay, or advance or supply funds for the purchase or payment of, such Indebtedness of such other Person, whether arising by virtue of partnership arrangements, or by agreement to keep well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise, or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part,

provided that “Guarantee” will not include endorsements for collection or deposit in the ordinary course of business. “Guarantee” used as a verb has a corresponding meaning.

“*Guarantor*” means any Eligible Subsidiary that provides a Note Guarantee pursuant to the Indenture unless and until such Guarantor is released from its Note Guarantee pursuant to the Indenture.

“Hedging Obligations” means the obligations of any Person pursuant to any Interest Rate Agreement or Currency Agreement.

“Incur” means, with respect to any Indebtedness or other obligation of any Person, to create, issue, incur (including by conversion, exchange or otherwise), assume, Guarantee or otherwise become liable in respect of such Indebtedness or other obligation on the balance sheet of such Person (and “Incurrence,” “Incurred” and “Incurring” will have meanings correlative to the preceding).

“Indebtedness” means with respect to any Person, without duplication:

(1) the principal amount (or, if less, the accreted value) of all obligations of such Person for borrowed money;

(2) the principal amount (or, if less, the accreted value) of all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all Capitalized Lease Obligations of such Person;

(4) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business that are not overdue by 180 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted);

(5) all letters of credit, banker’s acceptances or similar credit transactions, including reimbursement obligations in respect thereof;

(6) Guarantees and other contingent obligations of such Person in respect of Indebtedness referred to in clauses (1) through (5) above and clauses (8) through (10) below;

(7) all Indebtedness of any other Person of the type referred to in clauses (1) through (6) which is secured by any Lien on any property or asset of such Person, the amount of such Indebtedness being deemed to be the lesser of the Fair Market Value of such property or asset or the amount of the Indebtedness so secured;

(8) all obligations under Hedging Obligations of such Person;

(9) to the extent not otherwise included in this definition, all liabilities required to be recorded on the consolidated balance sheet of such Person in accordance with GAAP in connection with a sale or other disposition of securitized receivables or other accounts receivables and related assets, including, without limitation, in connection with any Loan-Related Securitization; and

(10) all Disqualified Capital Stock issued by such Person.

“Intangible Assets” means with respect to any Person all unamortized debt discount and expense, unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights and all other items which would be treated as intangibles on the consolidated balance sheet of such Person prepared in accordance with GAAP.

“Interest Rate Agreement” of any Person means any interest rate protection agreement (including, without limitation, interest rate swaps, caps, floors, collars, derivative instruments and similar agreements) and/or other types of hedging agreements designed to hedge interest rate risk of such Person.

“Investment” means, with respect to any Person, any:

(1) direct or indirect loan, advance or other extension of credit (including, without limitation, a Guarantee) to any other Person,

(2) capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) any other Person, or

(3) any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any other Person.

“*Investment*” will exclude accounts receivable or deposits arising in the ordinary course of business. “Invest,” “Investing” and “Invested” will have corresponding meanings.

For purposes of the “Limitation on Restricted Payments” covenant, the Company will be deemed to have made an “Investment” in an Unrestricted Subsidiary at the time of its Designation, which will be valued at the Fair Market Value of the sum of the net assets of such Unrestricted Subsidiary at the time of its Designation and the amount of any Indebtedness of such Unrestricted Subsidiary or owed to the Company or any Restricted Subsidiary immediately following such Designation. Any property transferred to or from an Unrestricted Subsidiary will be valued at its Fair Market Value at the time of such transfer. If the Company or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of a Restricted Subsidiary (including any issuance and sale of Capital Stock by a Restricted Subsidiary) such that, after giving effect to any such sale or disposition, such Restricted Subsidiary would cease to be a Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to sum of the Fair Market Value of the Capital Stock of such former Restricted Subsidiary held by the Company or any Restricted Subsidiary immediately following such sale or other disposition and the amount of any Indebtedness of such former Restricted Subsidiary Guaranteed by the Company or any Restricted Subsidiary or owed to the Company or any other Restricted Subsidiary immediately following such sale or other disposition.

“*Investment Grade Rating*” means a rating equal to or higher than (i) BBB- (or the equivalent) by Fitch or (ii) BBB- (or the equivalent) by S&P, or, if either such entity ceases to rate the notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other Rating Agency.

“*Investment Return*” means, in respect of any Investment (other than a Permitted Investment) made after the Issue Date by the Company or any Restricted Subsidiary:

(1) (x) the proceeds in cash and the Fair Market Value of property other than cash received by the Company or any Restricted Subsidiary upon the sale, liquidation or repayment of such Investment or, in the case of a Guarantee, the amount of the Guarantee upon the unconditional release of the Company and its Restricted Subsidiaries in full, less any payments previously made by the Company or any Restricted Subsidiary in respect of such Guarantee and (y) any dividends or distributions received by the Company or any Restricted Subsidiary from an Unrestricted Subsidiary, to the extent such amounts were not otherwise included in Consolidated Net Income;

(2) in the case of the Revocation of the Designation of an Unrestricted Subsidiary, an amount equal to the lesser of:

(a) the Company’s Investment in such Unrestricted Subsidiary at the time of such Revocation;

(b) that portion of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time of Revocation that is proportionate to the Company’s equity interest in such Unrestricted Subsidiary at the time of Revocation; and

(c) the Designation Amount with respect to such Unrestricted Subsidiary upon its Designation which was treated as a Restricted Payment; and

(3) in the event the Company or any Restricted Subsidiary makes any Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary, the Fair Market Value of the Investment of the Company and its Restricted Subsidiaries in such Person,

in the case of each of (1), (2) and (3), up to the amount of such Investment that was treated as a Restricted Payment under “Certain Covenants—Limitation on Restricted Payments” less the amount of any previous Investment Return in respect of such Investment.

“*Issue Date*” means July 20, 2016.

“*Legal Defeasance*” has the meaning set forth under “Legal Defeasance and Covenant Defeasance.”

“*Lien*” means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest); *provided* that the lessee in respect of a Capitalized Lease Obligation or Sale and Leaseback Transaction will be deemed to have Incurred a Lien on the property leased thereunder.

“*Loan Receivables*” means loans and other loan-related receivables purchased or originated by the Company or any Restricted Subsidiary; *provided, however*, that for purposes of determining the amount of a Loan Receivable at any time, such amount shall be determined in accordance with GAAP, consistently applied, as of the most recent practicable date.

“*Loan-Related Securitization*” means any securitization, factoring, discounting or similar financing transaction or series of transactions entered into by the Company or any of its Restricted Subsidiaries pursuant to which the Company or any of its Restricted Subsidiaries directly or indirectly through a Securitization Vehicle securitizes a pool of specified Loan Receivables, Residual Interests, net interest margin securities or similar or related assets of the Company or any Restricted Subsidiary on terms that the Board of Directors has concluded are customary and market terms fair to the Company and its Restricted Subsidiaries and the proceeds of which are used for working capital, to repay any Senior Indebtedness of the Company, make capital expenditures in a Permitted Business, and/or purchase assets (other than current assets as determined in accordance with GAAP or Capital Stock) to be used by the Company or any Restricted Subsidiary in a Permitted Business.

“*Marketable Securities*” has the meaning ascribed to such term under GAAP.

“*Mexican Restructuring*” means any case or other proceeding against the Company or any Subsidiary with respect to it or its debts under any bankruptcy, *concurso mercantil*, *quiebra*, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, *conciliador*, liquidator, custodian or other similar official of it or any substantial part of its property.

“*Net Cash Proceeds*” means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents received by the Company or any of its Restricted Subsidiaries from such Asset Sale, net of:

(1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) taxes paid or payable in respect of such Asset Sale after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) repayment of Indebtedness secured by a Lien permitted under the Indenture that is required to be repaid in connection with such Asset Sale; and

(4) appropriate amounts to be provided by the Company or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters

and liabilities under any indemnification obligations associated with such Asset Sale, but excluding any reserves with respect to Indebtedness.

“*Net Loan Portfolio*” means, as of any date of determination, the net loan portfolio of the Company and its Restricted Subsidiaries as set forth on the consolidated balance sheet as of the most recent fiscal quarter of the Company, prepared in accordance with GAAP.

“*Obligations*” means, with respect to any Indebtedness, any principal, interest (including, without limitation, Post-Petition Interest), penalties, fees, indemnifications, reimbursements, damages, and other liabilities payable under the documentation governing such Indebtedness, including in the case of the notes, the Indenture.

“*Officer*” means, when used in connection with any action to be taken by the Company, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, the General Counsel, the Controller or the Secretary of the Company.

“*Officers’ Certificate*” means, when used in connection with any action to be taken by the Company, a certificate signed by two Officers or by an Officer and either an Assistant Treasurer or an Assistant Secretary of the Company and delivered to the Trustee.

“*Opinion of Counsel*” means a written opinion of counsel, who may be an employee of or counsel for the Company (except as otherwise provided in the Indenture) and which opinion shall be reasonably acceptable to the Trustee.

“*Permitted Acquisition Indebtedness*” means Indebtedness of the Company to the extent such Indebtedness was (i) Indebtedness of a Subsidiary prior to the date on which such Subsidiary became a Restricted Subsidiary, (ii) Indebtedness of a Person that was merged, consolidated or amalgamated into the Company or (iii) assumed in connection with the acquisition of assets from a Person; *provided* that on the date such Subsidiary became a Restricted Subsidiary or the date such Person was merged, consolidated or amalgamated into the Company or assumed in connection with an Asset Acquisition, as applicable, after giving *pro forma* effect thereto, (a) the Company would be permitted to incur at least U.S.\$1.00 of additional Indebtedness pursuant to clause (1) under “—Certain Covenants—Limitation on Incurrence of Additional Indebtedness,” or (b) the Capitalization Ratio of the Company and its Restricted Subsidiaries would be equal to or greater than the Capitalization Ratio of the Company and its Restricted Subsidiaries immediately prior to such transaction.

“*Permitted Business*” means the business or businesses conducted by the Company and its Restricted Subsidiaries as of the Issue Date, and any business related, ancillary or complementary thereto or otherwise arising out of those activities, including, without limitation, any activities relating to payroll loan financing, durable goods lending, auto loans, loans to small- and medium-enterprises (SMEs) and independent professionals, the extension of group loans and other consumer goods and receivables financing services.

“*Permitted Holders*” means (a) Venlo Resources Pte. Ltd. and any Affiliates thereof; (b) any member of the Berrondo, Saiz or Esteve families who holds shares of the Company on the Issue Date; (c) a parent, brother or sister of any individual named in clause (b); (d) the spouse or a former spouse of any individual named in clause (b) or (c); (e) the lineal descendants of any person named in clauses (b) through (d); (f) the estate or any guardian, custodian or other legal representative of any individual named in clauses (b) through (e); (g) any trust established principally for the benefit of any one or more of the individuals named in clauses (b) through (f); (h) any Person in which a majority of the voting capital stock is owned, directly or indirectly, by any one or more of the Persons named in clauses (b) through (g); and (i) MAHLER Enterprises PTE. LTD.

“*Permitted Indebtedness*” has the meaning set forth under clause (2) of “—Certain Covenants—Limitation on Incurrence of Additional Indebtedness.”

“*Permitted Investments*” means:

(1) Investments by the Company or any Restricted Subsidiary in any Person that is, or that result in any Person becoming, immediately after such Investment, a Restricted Subsidiary or constituting a merger or

consolidation of such Person into the Company or with or into a Restricted Subsidiary, except for a Guarantee of Indebtedness of a Restricted Subsidiary;

(2) Investments by the Company, or any Restricted Subsidiary, in the Company;

(3) Investments in cash and Cash Equivalents;

(4) any extension, modification or renewal of any Investments existing as of the Issue Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Issue Date);

(5) Investments permitted pursuant to clause (2)(b), (c) or (e) of “Certain Covenants—Limitation on Transactions with Affiliates”;

(6) Investments received as a result of the bankruptcy or reorganization of any Person, or taken in settlement of or other resolution of claims or disputes, and, in each case, extensions, modifications and renewals thereof;

(7) Investments made by the Company or its Restricted Subsidiaries as a result of non-cash consideration permitted to be received in connection with an Asset Sale made in compliance with the covenant described under “Certain Covenants—Limitation on Asset Sales and Sales of Subsidiary Stock”;

(8) Investments in the form of Hedging Obligations permitted under clause 2(d) of “Certain Covenants—Limitation on Incurrence of Additional Indebtedness”;

(9) Investments in a Person engaged in a Permitted Business, *provided* that any such Investment, taken together with all Investments made in reliance on this clause (9) since the Issue Date, shall not exceed (a) 20% of the Consolidated Net Worth of the Company *plus* (b) U.S.\$100.0 million, *plus* (c) returns received from Investments made under this clause (9), *provided, however*, that these returns (i) are not included in the Consolidated Net Income of the Company, (ii) are in the form of cash and (iii) do not exceed the amount of Investments in such Person made after the Issue Date in reliance on this clause (9). For the avoidance of doubt, Investments in Restricted Subsidiaries shall not be affected by this clause (9);

(10) receivables owing to the Company or any Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(11) payroll, travel, entertainment, relocation and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(12) loans or advances to employees in the ordinary course of business consistent with past practices of the Company or such Restricted Subsidiary;

(13) Investments in any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection and lease, utility and workers’ compensation, performance and other similar deposits made in the ordinary course of business by the Company or any Restricted Subsidiary;

(14) payroll loans, durable goods loans, auto loans, small business loans, group loans and other loans (including loan portfolios) made or acquired by the Company in the ordinary course of business, including, without limitation, the acquisition of loans or loan portfolios from third parties; and

(15) Investments in any Person in connection with a Loan-Related Securitization; *provided* that such Investment in any such Person is in the form of a receivables financing facility, net interest margin securities or similar or related assets of the Company or any Restricted Subsidiary and transferred to such Person in

connection with a Loan-Related Securitization (including by way of transfers of receivables to a Securitization Vehicle);

provided, however, that with respect to any Investment, the Company may, in its sole discretion, allocate all or any portion of any Investment and later re-allocate all or any portion of any Investment to, one or more of the above clauses (1) through (15) so that the entire Investment would be a Permitted Investment.

“*Permitted Liens*” means any of the following:

(1) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith;

(2) Liens Incurred or deposits made in the ordinary course of business (x) in connection with workers’ compensation, unemployment insurance and other types of social security, including any Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or (y) to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(3) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(4) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual, or warranty requirements of the Company or a Restricted Subsidiary, including rights of offset and set-off;

(5) Liens securing Hedging Obligations that relate to Indebtedness that is Incurred in accordance with “—Certain Covenants —Limitation on Incurrence of Additional Indebtedness” and that are secured by the same assets as secure such Hedging Obligations;

(6) Liens existing on the Issue Date and Liens to secure any Refinancing Indebtedness which is Incurred to Refinance any Indebtedness which has been secured by a Lien permitted under the covenant described under “—Certain Covenants —Limitation on Liens” not incurred pursuant to clauses (9) and (10) of this definition of “Permitted Liens” and which Indebtedness has been Incurred in accordance with “—Certain Covenants —Limitation on Incurrence of Additional Indebtedness”; *provided* that such new Liens:

(a) are no less favorable to the holders of notes and are not more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being Refinanced, and

(b) do not extend to any property or assets other than the property or assets securing the Indebtedness Refinanced by such Refinancing Indebtedness;

(7) Liens securing Acquired Indebtedness Incurred in accordance with “—Certain Covenants —Limitation on Incurrence of Additional Indebtedness” not incurred in connection with, or in anticipation or contemplation of, the relevant acquisition, merger or consolidation; *provided* that

(a) such Liens secured such Acquired Indebtedness at the time of and prior to the Incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary and were not granted in connection with, or in anticipation of the Incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary, and

(b) such Liens do not extend to or cover any property of the Company or any Restricted Subsidiary other than the property that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of the Company or a Restricted Subsidiary and are no more favorable to the

lienholders than the Liens securing the Acquired Indebtedness prior to the Incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary;

(8) purchase money Liens securing Purchase Money Indebtedness or Capitalized Lease Obligations Incurred to finance the acquisition or leasing of property of the Company or a Restricted Subsidiary used in a Permitted Business; *provided* that:

(a) the related Purchase Money Indebtedness does not exceed the cost of such property and shall not be secured by any property of the Company or any Restricted Subsidiary other than the property so acquired, and

(b) the Lien securing such Indebtedness will be created within 365 days of such acquisition;

(9) any pledge or deposit of cash or property in conjunction with obtaining surety and performance bonds and letters of credit required to engage in constructing on-site and off-site improvements required by municipalities or other governmental authorities in the ordinary course of business;

(10) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(11) Liens encumbering customary initial deposits and margin deposits, and other Liens that are customary in the industry and incurred in the ordinary course of business securing Indebtedness under Hedging Obligations and forward contracts, options, futures contracts, futures options or similar agreements or arrangements designed to protect the Company and its Restricted Subsidiaries from fluctuations in interest rates;

(12) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(13) licenses of intellectual property in the ordinary course of business;

(14) Liens to secure a defeasance trust to the extent such defeasance is otherwise permitted pursuant to the terms of the Indenture;

(15) easements, rights-of-way, zoning and similar restrictions, reservations, restrictions or encumbrances in respect of real property or title defects that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties (as such properties are used by the Company or its Restricted Subsidiaries) or materially impair their use in the operation of the business of the Company and its Restricted Subsidiaries;

(16) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceedings that may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such legal proceedings may be initiated shall not have expired;

(17) Liens on Capital Stock of an Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary; or

(18) to the extent that at the time of and immediately after giving *pro forma* effect to the Incurrence thereof the Total Unencumbered Assets of the Company and its Restricted Subsidiaries (on a consolidated basis) is at least 110.0% of the Total Unsecured Indebtedness of the Company and its Restricted Subsidiaries (on a consolidated basis), Liens on Loan Receivables, other receivables, net interest margin securities or similar or related assets of the Company or any Restricted Subsidiary Incurred in connection with any Loan-Related Securitization or any debt facility entered into for the purpose of financing or refinancing the purchase or

origination or financing the pooling of Loan Receivables or other receivables, net interest margin securities or similar or related assets by the Company or a Restricted Subsidiary.

“*Person*” means an individual, partnership, limited partnership, corporation, company, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

“*Post-Petition Interest*” means all interest accrued or accruing after the commencement of any insolvency or liquidation proceeding (and interest that would accrue but for the commencement of any insolvency or liquidation proceeding) in accordance with and at the contract rate (including, without limitation, any rate applicable upon default) specified in the agreement or instrument creating, evidencing or governing any Indebtedness, whether or not, pursuant to applicable law or otherwise, the claim for such interest is allowed as a claim in such insolvency or liquidation proceeding.

“*Preferred Stock*” of any Person means any Capital Stock of such Person that has preferential rights over any other Capital Stock of such Person with respect to dividends, distributions or redemptions or upon liquidation.

“*Purchase Money Indebtedness*” means Indebtedness Incurred for the purpose of financing all or any part of the purchase price, or other cost of construction or improvement of any property; *provided* that the aggregate principal amount of such Indebtedness does not exceed the lesser of the Fair Market Value of such property or such purchase price or cost, including any Refinancing of such Indebtedness that does not increase the aggregate principal amount (or accreted amount, if less) thereof as of the date of Refinancing.

“*Qualified Capital Stock*” means any Capital Stock that is not Disqualified Capital Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Capital Stock that are not convertible into or exchangeable into Disqualified Capital Stock.

“*Qualified Merger Jurisdiction*” means (i) the United States, any State thereof or the District of Columbia; (ii) any member state of the European Union; or (iii) any other nation that has a sovereign debt rating from two Rating Agencies that is equal to or higher than the sovereign debt rating assigned to Mexico by such Rating Agencies.

“*Rating Agencies*” means (i) S&P and (ii) Fitch or (iii) if S&P or Fitch or both shall not make a rating of the notes publicly available, a nationally recognized United States securities rating agency or agencies, as the case may be, selected by the Company, which shall be substituted for S&P or Fitch or both, as the case may be.

“*Rating Date*” means the earlier of the date of public notice of the occurrence of a Change of Control or of the entry into a definitive agreement contemplating a Change of Control.

“*Refinance*” means, in respect of any Indebtedness, to issue any Indebtedness in exchange for or to refinance, replace, defease or refund such Indebtedness in whole or in part. “*Refinanced*” and “*Refinancing*” will have correlative meanings.

“*Refinancing Indebtedness*” means Indebtedness of the Company or any Restricted Subsidiary issued to Refinance any other Indebtedness of the Company or a Restricted Subsidiary so long as:

(1) the aggregate principal amount (or initial accreted value, if applicable) of such new Indebtedness as of the date of such proposed Refinancing does not exceed the aggregate principal amount (or initial accreted value, if applicable) of the Indebtedness being Refinanced (plus the amount of any premium required to be paid under the terms of the instrument governing such Indebtedness and the amount of reasonable expenses incurred by the Company in connection with such Refinancing);

(2) such new Indebtedness has:

(a) a Weighted Average Life to Maturity that is equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being Refinanced, and

(b) a final maturity that is equal to or later than the final maturity of the Indebtedness being Refinanced; and

(3) if the Indebtedness being Refinanced is:

(a) Indebtedness of the Company, then such Refinancing Indebtedness will be Indebtedness of the Company,

(b) Indebtedness of a Guarantor, then such Refinancing Indebtedness will be Indebtedness of the Company and/or such Guarantor, and

(c) Subordinated Indebtedness, then such Refinancing Indebtedness shall be subordinate to the notes, at least to the same extent and in the same manner as the Indebtedness being Refinanced.

“*Residual Interests*” means (i) any residual interests in Loan-Related Securitizations, Securitization Securities or any other interests in Securitization Vehicles or (ii) the residual value of any assets that are financed through Indebtedness Incurred in connection with a Loan-Related Securitization, regardless of whether required to appear on the face of the consolidated financial statements of such Person and its Subsidiaries in accordance with GAAP.

“*Restricted Payment*” has the meaning set forth under “Certain Covenants—Limitation on Restricted Payments.”

“*Restricted Subsidiary*” means any Subsidiary of the Company, which at the time of determination is not an Unrestricted Subsidiary.

“*Revocation*” has the meaning set forth under “—Certain Covenants—Limitation on Designation of Unrestricted Subsidiaries.”

“*S&P*” means Standard & Poor’s Ratings Services and its successors and assigns.

“*Sale and Leaseback Transaction*” means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to the Company or a Restricted Subsidiary of any property, whether owned by the Company or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person or to any other Person by whom funds have been or are to be advanced on the security of such Property.

“*Secured Indebtedness*” means any Indebtedness secured by a Lien upon the property or assets of the Company and/or its Restricted Subsidiaries.

“*Securitization Securities*” has the meaning set forth in the definition of “Securitization Vehicle.”

“*Securitization Vehicle*” means (i) any Person (whether or not a Restricted Subsidiary of the Company) established for the purpose of issuing asset-backed securities of any kind or issuing any other Indebtedness (whether or not in the form of securities) backed by Loan Receivables or Residual Interests (“Securitization Securities”), and (ii) any special purpose, bankruptcy remote Restricted Subsidiary of the Company or any of its Restricted Subsidiaries established in connection with the issuance of Securitization Securities and any other entity (or several entities) that serves as an intermediate entity between a Restricted Subsidiary, as the case may be, that initially purchases or originates Loan Receivables or Residual Interests and an entity referred to in clause (i) regardless of whether such Restricted Subsidiary is an issuer of Securitization Securities; *provided* that in each case, such entity is an entity:

(1) that does not engage in, and whose charter prohibits it from engaging in, any activities other than Loan-Related Securitizations and any activity necessary, incidental or related thereto,

(2) no portion of the Debt or any other obligation, contingent or otherwise, of which

(A) is Guaranteed by the Company or any Restricted Subsidiary of the Company,

(B) is recourse to or obligates the Company or any Restricted Subsidiary of the Company in any way, or

(C) subjects any property or asset of the Company or any Restricted Subsidiary of the Company, directly or indirectly, contingently or otherwise, to the satisfaction thereof,

(3) with respect to which neither the Company nor any Restricted Subsidiary of the Company (other than an Unrestricted Subsidiary) has any obligation to maintain or preserve its financial condition or cause it to achieve certain levels of operating results

other than, in respect of clauses (2) and (3), (x) pursuant to customary representations, warranties, covenants and indemnities entered into in connection with a Loan-Related Securitization, and (y) any Guarantees by the Company or a Restricted Subsidiary of any Indebtedness of a Securitization Vehicle that would constitute Permitted Indebtedness or which would be permitted under “—Limitation on Incurrence of Additional Indebtedness.”

“*Senior Indebtedness*” means the notes (and any Note Guarantee thereof) and any other Indebtedness of the Company or a Guarantor that is not, pursuant to the instrument evidencing such Indebtedness, expressly subordinated in right of payment to the notes, or the relevant Note Guarantee.

“*Significant Subsidiary*” means a Subsidiary of the Company constituting a “Significant Subsidiary” of the Company in accordance with Rule 1-02(w) of Regulation S-X under the Securities Act in effect on the date hereof.

“*Subordinated Indebtedness*” means, with respect to the Company or a Guarantor, any Indebtedness of the Company or a Guarantor that is, pursuant to the instrument evidencing such Indebtedness, expressly subordinated in right of payment to the notes, the relevant Note Guarantee or any other Senior Indebtedness, as the case may be.

“*Subsidiary*” means, with respect to any Person, any other Person of which such Person owns, directly or indirectly, more than 50.0% of the voting power of the other Person’s outstanding Voting Stock.

“*Surviving Entity*” has the meaning set forth under “—Certain Covenants—Limitation on Merger, Consolidation and Sale of Assets.”

“*Total Unencumbered Assets*” means, as of any date of determination, the total consolidated assets of the Company and its Restricted Subsidiaries as set forth on the consolidated balance sheet as of the most recent fiscal quarter of the Company (but excluding Intangible Assets, any deferred tax assets and accounts receivable (other than receivables subject to Loan-Related Securitizations)), in each case on such date not securing any portion of Secured Indebtedness determined on a consolidated basis in accordance with GAAP.

“*Total Unsecured Indebtedness*” means, as of any date of determination, the total outstanding principal amount of all Unsecured Indebtedness of the Company and its Restricted Subsidiaries.

“*U.S. Dollar Equivalent*” means with respect to any monetary amount in a currency other than U.S. dollars, at any time for determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purchase of U.S. dollars with the applicable foreign currency as published in *The Wall Street Journal* in the “Exchange Rates” column under the heading “Currency Trading” on the date two business days prior to such determination.

Except as described under “—Certain Covenants—Limitation on Incurrence of Additional Indebtedness,” whenever it is necessary to determine whether the Company has complied with any covenant in the Indenture or a Default has occurred and an amount is expressed in a currency other than U.S. dollars, such amount will be treated as the U.S. Dollar Equivalent determined as of the date such amount is initially determined in such currency.

“Unrestricted Subsidiary” means (i) Servicios Corporativos Chapultepec, S.A. de C.V., (ii) CREAL Dallas, LLC, (iii) Directodo México, S.A.P.I. de C.V., SOFOM, E.N.R., (iv) CR-FACT, S.A.P.I. de C.V., (v) Crédito Real USA, Inc., (vi) CRHOLDINGINT, S.A. de C.V., (vii) Controladora CR México, S.A. de C.V. and (viii) any Subsidiary of the Company Designated as an Unrestricted Subsidiary pursuant to “Certain Covenants—Limitation on Designation of Unrestricted Subsidiaries.” Any such Designation may be revoked by a certificate of the Chief Financial Officer of the Company, subject to the provisions of such covenant.

“Unsecured Indebtedness” means any Indebtedness of the Company and/or its Restricted Subsidiaries other than Secured Indebtedness.

“Voting Stock” with respect to any Person, means securities of any class of Capital Stock of such Person entitling the holders thereof (whether at all times or only so long as no senior class of stock has voting power by reason of any contingency) to vote in the election of members of the Board of Directors (or equivalent governing body) of such Person.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years (calculated to the nearest one-twelfth) obtained by dividing:

(1) the then outstanding aggregate principal amount or liquidation preference, as the case may be, of such Indebtedness into

(2) the sum of the products obtained by multiplying:

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal or liquidation preference, as the case may be, including payment at final maturity, in respect thereof, by

(b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

“Wholly-Owned Subsidiary” means, for any Person, any Subsidiary (Restricted Subsidiary in the case of the Company) of which all the outstanding Capital Stock (other than, in the case of a Subsidiary not organized in the United States, directors’ qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) is owned by such Person and/or one or more Persons that satisfy this definition in respect of such Person (or a combination thereof).

BOOK-ENTRY, DELIVERY AND FORM

The notes are being offered and sold to qualified institutional buyers in reliance on Rule 144A (“Rule 144A notes”). Notes also may be offered and sold in offshore transactions in reliance on Regulation S (“Regulation S notes”). Notes will be issued at the closing of this offering only against payment in immediately available funds.

Rule 144A notes initially will be represented by one or more notes in registered, global form without interest coupons (collectively, the “Rule 144A global notes”). Regulation S notes initially will be represented by one or more notes in registered, global form without interest coupons (collectively, the “Regulation S global notes” and, together with the Rule 144A global notes, the “global notes”).

The global notes will be deposited upon issuance with the Trustee as custodian for DTC, in New York, New York, and registered in the name of DTC or its nominee, in each case, for credit to an account of a direct or indirect participant in DTC as described below. Through and including the 40th day after the later of the commencement of this offering and the closing of this offering (such period through and including such 40th day, the “restricted period”), beneficial interests in the Regulation S global notes may be transferred to a U.S. person only in accordance with the certification requirements described below. Beneficial interests in the Rule 144A global notes may not be exchanged for beneficial interests in the Regulation S global notes at any time except in the limited circumstances described below. See “—Exchanges Between Regulation S Notes and Rule 144A Notes.”

Except as set forth below, the global notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the global notes may not be exchanged for notes in certificated form except in the limited circumstances described below. See “—Exchange of Global Notes for Certificated Notes.” Except in the limited circumstances described below, owners of beneficial interests in the global notes will not be entitled to receive physical delivery of notes in certificated form.

Rule 144A notes (including beneficial interests in the Rule 144A global notes) will be subject to certain restrictions on transfer and will bear a restrictive legend as described under “Transfer Restrictions.” Regulation S notes will also bear the legend as described under “Transfer Restrictions.” In addition, transfers of beneficial interests in the global notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited purpose trust company created to hold securities for its participating organizations (collectively, the “participants”) and to facilitate the clearance and settlement of transactions in those securities between participants through electronic book entry changes in accounts of its participants. The participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC’s system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain custodial relationship with a participant, either directly or indirectly (collectively, the “indirect participants”). Persons who are not participants may beneficially own securities held by or on behalf of DTC only through the participants or the indirect participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the participants and indirect participants.

DTC has also advised us that, pursuant to procedures established by it:

- (1) upon deposit of the global notes, DTC will credit the accounts of participants designated by the initial purchasers with portions of the principal amount of the global notes; and
- (2) ownership of these interests in the global notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the participants) or by

the participants and the indirect participants (with respect to other owners of beneficial interests in the global notes).

Investors in the global notes who are participants in DTC's system may hold their interests therein directly through DTC. Investors in the global notes who are not participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) which are participants in such system. Euroclear and Clearstream will hold interests in the global notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories, which are Euroclear Bank S.A./N.V., as operator of Euroclear, and Citibank, N.A., as operator of Clearstream. All interests in a global note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems. The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a global note to such persons will be limited to that extent. Because DTC can act only on behalf of participants, which in turn act on behalf of indirect participants, the ability of a person having beneficial interests in a global note to pledge such interests to persons that do not participate in the DTC system, or otherwise take actions in respect of such interests may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the global notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or "holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of, and interest and premium and additional interest, if any, on a global note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the Indenture. Under the terms of the Indenture, the Issuer and the Trustee will treat the persons in whose names the notes, including the global notes, are registered as the owners of the notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Issuer, the Trustee, the transfer agent, registrar, the paying agent nor any agent of the Issuer or the Trustee has or will have any responsibility or liability for:

- (1) any aspect of DTC's records or any participant's or indirect participant's records relating to or payments made on account of beneficial ownership interest in the global notes or for maintaining, supervising or reviewing any of DTC's records or any participant's or indirect participant's records relating to the beneficial ownership interests in the global notes; or
- (2) any other matter relating to the actions and practices of DTC or any of its participants or indirect participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest) is to credit the accounts of the relevant participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the participants and the indirect participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the participants or the indirect participants and will not be our responsibility or that of DTC or the Trustee. Neither the Issuer nor the Trustee nor any of their respective agents will be liable for any delay by DTC or any of its participants in identifying the beneficial owners of the notes, and the Issuer and the Trustee and each such agent may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions set forth under "Transfer Restrictions," transfers between participants in DTC will be effected in accordance with DTC's procedures and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the notes described herein, cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the

case may be, by its respective depository; however, such cross market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counter-party in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depository to take action to effect final settlement on its behalf of delivering or receiving interests in the relevant global note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a holder of notes only at the direction of one or more participants to whose account DTC has credited the interests in the global notes and only in respect of such portion of the aggregate principal amount of the notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the notes, DTC reserves the right to exchange the global notes for legended notes in certificated form, and to distribute such notes to its participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Rule 144A global notes and the Regulation S global notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither the Issuer nor the Trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A global note is exchangeable for definitive notes in registered certificated form (“certificated notes”) if:

- (1) DTC (a) notifies the Issuer that it is unwilling or unable to continue as depository for the global notes and DTC fails to appoint a successor depository or (b) has ceased to be a clearing agency registered under the Exchange Act;
- (2) The Issuer, at its option, notifies the Trustee in writing that it has elected to cause the issuance of the certificated notes; or
- (3) there has occurred and is continuing a Default or Event of Default with respect to the notes.

In addition, beneficial interests in a global note may be exchanged for certificated notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Indenture. In all cases, certificated notes delivered in exchange for any global note or beneficial interests in global notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depository (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in “Transfer Restrictions,” unless that legend is not required by applicable law.

Exchanges Between Regulation S Notes and Rule 144A Notes

Beneficial interests in the Regulation S global notes may be exchanged for beneficial interests in the Rule 144A global notes only if:

- (1) such exchange occurs in connection with a transfer of the notes pursuant to Rule 144A; and
- (2) the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that the notes are being transferred to a person:
 - (A) who the transferor reasonably believes to be a qualified institutional buyer within the meaning of Rule 144A;
 - (B) purchasing for its own account or the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A; and

(C) in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Beneficial interest in a Rule 144A global note may be transferred to a person who takes delivery in the form of an interest in the Regulation S global note, whether before or after the expiration of the restricted period, only if the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S.

Transfers involving exchanges of beneficial interests between the Regulation S global notes and the Rule 144A global notes will be effected in DTC by means of an instruction originated by the DTC participant and approved by the Trustee through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S global note and a corresponding increase in the principal amount of the Rule 144A global note or vice versa, as applicable. Any beneficial interest in one of the global notes that is transferred to a person who takes delivery in the form of an interest in the other global note will, upon transfer, cease to be an interest in such global note and will become an interest in the other global note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interest in such other global note for so long as it remains such an interest. Transfers between Regulation S and Rule 144A notes will need to be done on a delivery free of payment basis and separate arrangements will need to be made outside of DTC for payment.

TAXATION

General

The following summary contains a description of the material U.S. and Mexican federal income tax consequences of the purchase, ownership and disposition of the notes, by holders that are non-residents of Mexico for tax purposes.

This summary is based upon federal tax laws of the United States and Mexico as in effect on the date of this offering memorandum, including the provisions of the income tax treaty between the United States and Mexico, which we refer to in this offering memorandum as the Tax Treaty, all of which are subject to change. This summary does not purport to be a comprehensive description of all the U.S. or Mexican federal tax considerations that may be relevant to a decision to purchase, hold or dispose of the notes. The summary does not address any tax consequences under the laws of any state, municipality or locality of Mexico or the United States or the laws of any taxing jurisdiction other than the federal laws of Mexico and the United States.

Prospective investors should consult their own tax advisors as to the Mexican and U.S. tax consequences of the purchase, ownership and disposition of notes, including, in particular, the effect of any foreign (non-Mexican and non-U.S.), state, municipal or local tax laws.

Mexico has also entered into or is negotiating several double taxation treaties with various countries that may have an impact on the tax treatment of the purchase, ownership or disposition of notes. Prospective purchasers of notes should consult their own tax advisors as to the tax consequences, if any, of the application of any such treaties.

Mexican Federal Tax Considerations

General

The following is a general summary of the principal Mexican federal income tax consequences of the purchase, ownership and disposition of the notes by holders that are not residents of Mexico, for Mexican federal income tax purposes, and that do not hold such notes through a permanent establishment for tax purposes in Mexico, to which income under the notes is attributable; for purposes of this summary, each such holder is referred to as a foreign holder.

This summary is based on the Mexican Income Tax Law (*Ley del Impuesto sobre la Renta*) and regulations in effect on the date of this offering memorandum, all of which are subject to change, possibly with retroactive effect, or to new or different interpretations, which could affect the continued validity of this general summary.

This summary does not constitute tax advice, does not address all of the Mexican tax consequences that may be applicable to specific holders of the notes and does not purport to be a comprehensive description of all the Mexican tax considerations that may be relevant to a decision to purchase, own or dispose of the notes. In particular, this summary does not describe any tax consequences arising under the laws of any state, municipality or taxing jurisdiction other than certain federal laws of Mexico.

Potential investors should consult with their own tax advisors regarding the particular consequences of the purchase, ownership or disposition of the notes under the federal laws of Mexico or any other jurisdiction or under any applicable double taxation treaty to which Mexico is a party, which is in effect.

For purposes of Mexican taxation, an individual or corporation that does not satisfy the requirements to be considered a resident of Mexico for tax purposes, as specified below, is deemed as a non-resident of Mexico for tax purposes and a foreign holder for purposes of this summary.

Tax residency is a highly technical definition that involves the application of a number of factors that are principally described under Articles 9 and 10 of the Mexican Tax Code (*Código Fiscal de la Federación*) and in some cases, provisions of tax treaties executed by Mexico and in effect on the date of this offering memorandum, including the Tax Treaty. An individual is a resident of Mexico for tax purposes if he/she established his/her home in Mexico. When the individual in question has a home in another country, the individual will be deemed a resident in Mexico if his/her center of vital interests is located in Mexican territory. This will be deemed to occur if (i) more

than 50.0% of the aggregate income realized by such individual in the calendar year is from a Mexican source, or (ii) the principal center of his/her professional activities is located in Mexico. Mexican nationals who filed a change of tax residence to a country or jurisdiction that does not have a comprehensive exchange of information agreement with Mexico and where his/her income is subject to a preferred tax regime as defined by Mexican law, will be considered Mexican residents for tax purposes during the fiscal year of the filing of notice of such residence change and during the following three fiscal years. Unless otherwise proven, a Mexican national is deemed a resident of Mexico for tax purposes.

A legal entity is a resident of Mexico if it maintains the principal administration of its business or the effective location of its management in Mexico.

If a legal entity or an individual is deemed to have a permanent establishment in Mexico for Mexican tax purposes or is deemed a resident of Mexico for tax purposes, any and all income attributable to that permanent establishment of such resident will be subject to Mexican income taxes, in accordance with applicable tax laws. However, any determination of residence, whether involving an individual or a corporation, should take into account the particular situation for each person or legal entity.

Payments of Interest

Pursuant to the Mexican Income Tax Law, payments of interest on the notes (including original issue discount, which is deemed to be interest) made by us to foreign holders will be subject to Mexican withholding tax at a rate of 4.9%, if, as expected, the following requirements are met:

- the issuance of the notes (including the principal characteristics of the notes) is notified to the CNBV pursuant to Article 7 of the Mexican Securities Market Law and Articles 24 Bis and 24 Bis 1 of the general regulations applicable to issuers and other market participants;
- the notes, as expected, are placed outside of Mexico through banks or brokerage houses, in a country with which Mexico has in force a treaty for the avoidance of double taxation which is in effect (which currently includes the United States of America); and
- we timely comply with the informational requirements specified from time to time by the Mexican tax authorities under their general rules, including, after completion of the transaction described in this offering memorandum, the filing with the Mexican Tax Administration Service (*Servicio de Administración Tributaria*, or “SAT”), fifteen business days after the placement of the notes, certain information regarding the issuance of the notes and this offering memorandum.

If any of the above mentioned requirements is not met, the Mexican withholding tax will be 10.0% or higher. If the effective beneficiaries, whether acting directly or indirectly, individually or jointly with related parties, that receive more than 5% of the interest paid under the notes (i) are persons who own, directly or indirectly, individually or with related parties, 10% of our voting stock or (ii) are corporations or other entities, of which 20% or more of the voting stock is owned, directly or indirectly, jointly or severally, by persons related to us, then the Mexican withholding tax rate applicable to payments of interest under our notes may increase to the maximum applicable rate according to the Law (currently 35%). For these purposes, persons will be related if:

- one person holds an interest in the business of the other person;
- both persons have common interests; or
- a third party has an interest in the business or assets of both persons.

As of the date of this offering memorandum, the Tax Treaty is not expected to have any effect on the Mexican tax consequences described in this summary, because, as described above, under the Mexican Income Tax Law, we expect to be entitled to withhold taxes in connection with interest payments under the notes at a 4.9% rate.

Payments of interest made with respect to the notes to a non-Mexican pension or retirement fund will be generally exempt from Mexican withholding taxes, provided that (1) the fund is the effective beneficiary of such

interest income and provide information to us in respect of such fund's place of residence, (2) the fund is duly established pursuant to the laws of its country of origin and (3) the relevant interest income is exempt from taxation in such country.

Holder or beneficial owners of the notes may be requested, subject to specified exceptions and limitations, to provide certain information or documentation necessary to enable us to apply the appropriate Mexican withholding tax rate on interest payments under the notes, made by us to such holders or beneficial owners. Additionally, the Mexican Income Tax Law provides that, in order for a foreign holder to be entitled to the benefits under the treaties for the avoidance of double taxation entered into by Mexico, it is necessary for the foreign holder to meet the procedural requirements established in such Law. In the event that the specified information or documentation concerning the holder or beneficial owner, if requested, is not timely provided, we may withhold Mexican tax from interest payments on the notes to that holder or beneficial owner at the maximum applicable rate in effect, and our obligation to pay Additional Amounts relating to those withholding taxes will be limited as described under "Description of the Notes—Additional Amounts."

Payments of Principal

Under Mexican Income Tax Law, payments of principal on the notes made by us to foreign holders will not be subject to any Mexican withholding tax.

Taxation of Capital Gains

Under the Mexican Income Tax Law, capital gains resulting from the sale or other disposition of the notes by a foreign holder to another foreign holder are not taxable in Mexico. Gains resulting from the sale of the notes by a foreign holder to a Mexican resident for tax purposes or to a foreign holder deemed to have a permanent establishment in Mexico for tax purposes, will be subject to the Mexican taxes pursuant to the rules described above with respect to interest payments.

Taxation of Make-Whole Amount

Under the Mexican Income Tax Law, the payment of the Make-Whole Amount as a result of the optional redemption of the notes, as provided in "Description of the Notes—Redemption—Optional make-whole redemption," will be subject to the Mexican taxes pursuant to the rules described above with respect to interest payments.

Other Mexican Taxes

Under current Mexican tax laws, generally there are no estate, inheritance, succession or gift taxes applicable to the purchase, ownership or disposition of the notes by a foreign holder. Gratuitous transfers of the notes in certain circumstances may result in the imposition of a Mexican federal tax upon the recipient. There are no Mexican stamp, issuer registration or similar taxes or duties payable by foreign holders of the notes with respect to the notes.

U.S. Federal Income Tax Considerations

The following summary addresses certain U.S. federal income tax consequences of the ownership and disposition of the notes. This discussion deals only with a note held as a "capital asset" within the meaning of section 1221 of the Internal Revenue Code of 1986, as amended (the "Code") and does not address tax consequences to taxpayers that may be subject to special tax rules, such as (i) banks or certain other financial institutions, (ii) pension funds, (iii) tax-exempt organizations, (iv) retirement plans, (v) regulated investment companies, (vi) real estate investment trusts, (vii) partnerships or other pass-through entities for U.S. federal income tax purposes, (viii) persons who hold notes through a partnership or other pass-through entity, (ix) controlled foreign corporations, (x) passive foreign investment companies, (xi) small business investment companies, (xii) insurance companies, (xiii) broker/dealers, (xiv) dealers or traders in securities or currencies, (xv) holders who hold notes as part of a hedge, straddle, synthetic security, conversion transaction or other risk reduction transaction, (xvi) U.S. Holders (as defined below) whose "functional currency" is not the U.S. dollar, (xvii) former citizens or residents of the United States, or (xviii) taxpayers subject to the alternative minimum tax. Moreover, this discussion does not address any applicable state, local or non-U.S. taxes or U.S. federal taxes other than income taxes.

This discussion is for general information only and is based on the provisions of the Code, the Treasury regulations promulgated or proposed thereunder, judicial authority, published administrative positions of the U.S. Internal Revenue Service (the “IRS”) and other applicable authorities, all as in effect on the date of this document, and all of which are subject to change or differing interpretations, possibly on a retroactive basis. We have not sought any ruling from the IRS with respect to the tax consequences discussed herein, and there can be no assurance that the IRS or a court will agree with our statements and conclusions.

The term “U.S. Holder” means any beneficial owner of a note that is:

- (1) an individual who is a citizen or resident of the United States for U.S. federal income tax purposes;
- (2) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in the United States or under the laws of the United States or any state thereof or the District of Columbia;
- (3) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- (4) a trust if (a) a court within the United States is able to exercise primary jurisdiction over its administration, and one or more U.S. persons have the authority to control all of its substantial decisions, or (b) the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

The term “Non-U.S. Holder” means a beneficial owner of a note that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes.

If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) holds notes, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partners in partnerships holding notes should consult their own tax advisors regarding the material U.S. federal income tax consequences of the Offer that would apply to them.

If you are considering the purchase of notes, you should consult your own tax advisors concerning the particular U.S. federal income tax consequences to you regarding ownership of the notes, as well as the consequences to you arising under the laws of any other taxing jurisdiction.

U.S. Holders

Contingent Payment Debt Obligations

Certain debt instruments that provide for one or more contingent payments are subject to U.S. Treasury regulations governing contingent payment debt instruments. A payment is not treated as a contingent payment under these regulations if, as of the issue date of the debt instrument, the likelihood that such payment will be made is remote and/or the payments are incidental. In certain circumstances as set forth in the “Description of the Notes”, we may redeem the notes in advance of their stated maturity, in which case we may pay amounts on the notes that are in excess of the stated interest or principal of the notes. Although not free from doubt, we intend to take the position that the possibility that any such payment will be made is remote and/or the payments are incidental and therefore the notes are not subject to the rules governing contingent debt instruments. Our determination that these contingencies are remote and/or incidental is binding on you unless you disclose your contrary position to the IRS in the manner that is required by applicable U.S. Treasury regulations. Our determination is not, however, binding on the IRS. It is possible that the IRS might take a different position from that described above, in which case the timing, character and amount of taxable income in respect of the notes may differ adversely from that described herein. The remainder of this discussion assumes that the notes will not be treated as contingent payment debt instruments.

Stated Interest

The amount of stated interest payments on a note will generally be taxable to you as ordinary income at the time it is paid or accrued in accordance with your method of accounting for tax purposes.

The notes will be treated as issued with original issue discount (“OID”) for U.S. federal income tax purposes if their stated redemption price at maturity exceeds their “issue price” by more than a *de minimis* amount (generally,

1/4 of 1 percent of the principal amount of the notes multiplied by the number of complete years to maturity from their original issue date). The “issue price” of a note generally is the first price at which a substantial amount of the issue of which the note is a part is sold to persons other than bond houses, brokers or similar persons acting in the capacity of underwriters, placement agents or wholesalers. If a note is treated as issued with more than a *de minimis* amount of OID, you will be required, regardless of your tax accounting method, to include in ordinary income a portion of the OID for each day during each taxable year in which you held the note, determined by using a constant yield-to-maturity method that reflects compounding interest. However, you will not be required to recognize any additional income upon the receipt of any cash payment on the note that is attributable to previously accrued OID that has been included in such your income.

In addition to interest on the notes, you will be required to include in income any Additional Amounts and any tax withheld from the interest payments you receive, even if you do not in fact receive this withheld tax. You may be entitled to deduct or credit this tax, subject to certain limitations (including that the election to deduct or credit foreign taxes applies to all of your foreign taxes for a particular tax year). Interest income (including Mexican taxes withheld from the interest payments and any Additional Amounts) on a note generally will be considered foreign source income and generally should constitute “passive category income.” You may be denied a foreign tax credit for foreign taxes imposed with respect to the notes where you do not meet a minimum holding period requirement during which you are not protected from risk of loss. The rules governing the foreign tax credit are complex. You are urged to consult your tax advisors regarding the availability of the foreign tax credit under your particular circumstances.

Premium

A U.S. Holder of a note that purchases the note at a cost greater than its principal amount will be considered to have purchased the note at a premium and may elect to amortize such premium (as an offset to interest income), using a constant-yield method, over the remaining term of the note. Such election, once made, generally applies to all bonds held or subsequently acquired by the U.S. Holder on or after the first taxable year to which the election applies and may not be revoked without the consent of the IRS. A U.S. Holder that elects to amortize such premium must reduce its tax basis in a note by the amount of the premium amortized during its holding period. With respect to a U.S. Holder that does not elect to amortize bond premium, the amount of bond premium will be included in the U.S. Holder’s tax basis when the note matures or is disposed of by the U.S. Holder. Therefore, a U.S. Holder that does not elect to amortize such premium and that holds the note to maturity generally will be required to treat the premium as capital loss when the note matures.

Sale, Taxable Exchange, Redemption Retirement or Other Taxable Disposition of Notes

Upon a sale, taxable exchange, redemption, retirement or other taxable disposition of a note, a U.S. Holder will generally recognize gain or loss, if any, in an amount equal to the difference between the amount of cash received (including any make-whole amount received upon redemption, but less an amount equal to any accrued interest that such U.S. Holder did not previously include in income, which will be taxable as ordinary income) and the U.S. Holder’s adjusted tax basis in the note at the time of such disposition. A U.S. Holder’s adjusted tax basis in a note generally will be its cost, increased by the amount of OID, if any, the U.S. Holder has included in gross income with respect to the note, and decreased by any amortizable bond premium deducted with respect to the note and by the amount of any payments on the notes other than payments of stated interest. Any gain or loss recognized on a disposition of a note generally will be capital gain or loss, and such capital gain or loss will generally be long-term capital gain or loss if the U.S. Holder has held the note for more than one year at the time of disposition. Certain non-corporate U.S. Holders are eligible for preferential rates of U.S. federal income taxation in respect of long-term capital gains. The deductibility of capital losses is subject to limitations.

If a Mexican income tax is withheld on the sale or other disposition of our notes, the amount of cash considered received will include the gross amount of the proceeds of that sale or other disposition before deduction of the Mexican income tax. Capital gain or loss, if any, realized by a U.S. Holder on the sale, exchange or other taxable disposition of our notes generally will be treated as U.S. source gain or loss for U.S. foreign tax credit purposes. Consequently, in the case of gain from the disposition of our notes that is subject to Mexican income tax, a U.S. Holder may not be able to benefit from the foreign tax credit for that Mexican income tax (because the gain from the disposition would be U.S.-source), unless the U.S. Holder can apply the credit (subject to applicable limitations)

against U.S. federal income tax payable on other income from foreign sources. Alternatively, a U.S. Holder may take a deduction for the Mexican income tax if you do not take a credit for any foreign taxes paid or accrued during the taxable year. The foreign tax credit rules are complex, and U.S. Holders should consult their own tax advisors regarding the foreign tax credit implications of the sale, exchange, retirement or other disposition of the notes.

Net Investment Income Tax

Certain U.S. Holders who are individuals, estates or trusts are subject to a net investment income tax of 3.8% on the lesser of (1) such U.S. Holder's net investment income (in the case of individuals) or undistributed net investment income (in the case of estates and trusts) (which includes, among other things, any interest payments and proceeds from the sale or other taxable disposition of the notes) for the relevant taxable year and (2) the excess of the U.S. Holder's modified gross income (in the case of individuals) or adjusted gross income (in the case of estates and trusts) for the taxable year over a certain threshold. U.S. Holders should consult their tax advisors regarding the effect, if any, of this net investment income tax on their ownership and disposition of the notes.

Non-U.S. Holders

If you are a Non-U.S. Holder, any gain you realize on a sale of the notes generally will not be subject to U.S. federal income tax unless (i) the gain is effectively connected with a U.S. trade or business of the Non-U.S. Holder ("United States Trade or Business Income"), in which case, unless an applicable income tax treaty otherwise provides, the Non-U.S. Holder generally will be subject to U.S. federal income tax on such gain in the same manner as a U.S. Holder and may also be subject to a 30 percent branch profits tax if the Non-U.S. Holder is a corporation, or (ii) in the case of a Non-U.S. Holder who is an individual and is present in the United States for 183 days or more during the taxable year of the disposition and certain other conditions are met, in which case, unless an applicable income tax treaty otherwise provides, the Non-U.S. Holder will be subject to a 30 percent U.S. federal income tax on any gain recognized (net of certain U.S.-source net capital loss).

The interest income that you derive with respect to the notes (including the amount of any Mexican tax withheld and any Additional Amounts) generally will not be subject to U.S. federal income or withholding tax if such payments are not United States Trade or Business Income, as described above. Any payments of interest that are United States Trade or Business Income will not be subject to U.S. federal withholding tax (provided the Non-U.S. Holder provides the appropriate certification, generally a properly executed IRS Form W-8ECI) but will be subject to U.S. federal income tax generally in the same manner as interest payments to a U.S. Holder unless an applicable income tax treaty provides otherwise. If a Non-U.S. Holder is a corporation, such payments also could be subject to the branch profits tax described above.

Backup Withholding and Information Reporting

Information reporting requirements will generally apply to the payments we make to a U.S. Holder and the proceeds from a sale of a note paid to a U.S. Holder. Backup withholding may apply to such payments to a U.S. Holder unless such U.S. Holder (a) falls within certain exempt categories and demonstrates this fact when required or (b) provides an IRS Form W-9 containing such U.S. Holder's correct taxpayer identification number and otherwise complies with the applicable backup withholding rules. Penalties also may be imposed on a recipient that fails to supply a valid IRS Form W-9 or other evidence of exemption from backup withholding.

A Non-U.S. Holder who provides an appropriate certification (such as an IRS Form W-8BEN) to us or our paying agent attesting to its status as a non-U.S. person and otherwise qualifies for exemption is not subject to the backup withholding and information reporting requirements.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment made to a holder generally may be claimed as a refund or credit against such holder's U.S. federal income tax liability provided the appropriate information is timely furnished to the IRS.

PLAN OF DISTRIBUTION

Subject to the terms and conditions set forth in a purchase agreement, each initial purchaser named below has severally agreed to purchase, and we have agreed to sell, the principal amount of the notes opposite such initial purchaser's name.

Initial Purchasers	Principal Amount
Barclays Capital Inc.....	US\$208,333,334
Deutsche Bank Securities Inc.....	US\$208,333,333
Morgan Stanley & Co. LLC	US\$208,333,333
Total	US\$625,000,000

Subject to the terms and conditions set forth in the purchase agreement, the initial purchasers have agreed, severally and not jointly, to purchase all of the notes sold under the purchase agreement if any notes are purchased. If an initial purchaser defaults, the purchase agreement provides that the purchase commitments of the non-defaulting initial purchaser may be increased, the commitments of the defaulting initial purchaser may be assumed by other persons satisfactory to the non-defaulting initial purchasers and us or the purchase agreement may be terminated.

We have agreed to indemnify the initial purchasers and their controlling persons against certain liabilities in connection with this offering, including liabilities under the Securities Act, or to contribute to payments the initial purchasers may be required to make in respect of those liabilities.

We have retained Barclays Capital Inc., Deutsche Bank Securities Inc. and Morgan Stanley & Co. LLC as Dealer Managers and Solicitation Agents for the Tender Offer and the Consent Solicitation and will pay them customary fees and expenses in connection with their services as Dealer Managers and Solicitation Agents.

The initial purchasers are offering the notes, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the notes, and other conditions contained in the purchase agreement, such as the receipt by the initial purchasers of officer's certificates and legal opinions. The initial purchasers reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commissions and Discounts

The initial purchasers have advised us that they propose initially to offer the notes at the offering price set forth on the cover page of this offering memorandum. After the initial offering, the offering price or any other term of the offering may be changed. The initial purchasers may offer and sell notes through certain of their affiliates.

The Notes Are Not Being Registered

The notes have not been, and will not be, registered under the Securities Act or the securities law of any other jurisdiction, and they may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in transactions exempt from, or not subject to, the registration requirements of the Securities Act. In connection with sales outside the United States, each of the initial purchasers has agreed that it will not offer, sell or deliver the notes to, or for the account of, U.S. persons (unless in reliance on Rule 144A) (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, and that it will send to each dealer to whom it sells such notes during such period a confirmation or other notice setting forth the restrictions on offers and sales of the notes within the United States or to, or for the account or benefit of, U.S. persons. Resales of the notes are restricted as described below under "Transfer Restrictions."

In addition, until 40 days after the commencement of this offering, an offer or sale of the notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the

Securities Act unless the dealer makes the offer or sale in compliance with Rule 144A or another exemption from registration under the Securities Act. Each purchaser of the notes will be deemed to have made acknowledgments, representations and agreements as described under “Transfer Restrictions.”

New Issue of Notes

The notes are a new issue of securities with no established trading market. We do not intend to apply for listing of the notes on any U.S. national securities exchange. Application is expected to be made to admit the notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange. However, we cannot assure you that the listing application will be approved. We have been advised by each initial purchaser that it presently intends to make a market in the notes after completion of the offering. However, it is under no obligation to do so and may discontinue any market-making activities at its own discretion at any time without any notice. We cannot assure the liquidity of the trading market for the notes. If an active trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected. If the notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

Settlement

We expect that delivery of the notes will be made against payment of the notes on or about July 20, 2016, which will be the fifth business day following the date of this offering memorandum (such settlement being referred to as “T+5”). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to the delivery of the notes hereunder may be required, by virtue of the fact that the notes initially settle in T+5, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes prior to their date of delivery hereunder should consult their advisors.

No Sales of Similar Securities

We have agreed that we will not, for a period of 90 days after the date of this offering memorandum, without first obtaining the prior written consent of each initial purchaser, directly or indirectly, issue, sell, offer to contract or grant any option to sell, pledge, transfer or otherwise dispose of, any dollar-denominated debt securities, except for the notes sold to the initial purchasers pursuant to the purchase agreement.

Short Positions

In connection with the offering, the initial purchasers may purchase and sell the notes in the open market. These transactions may include short sales and purchases on the open market to cover positions created by short sales. Short sales involve the sale by the initial purchasers of a greater principal amount of notes than they are required to purchase in the offering. The initial purchasers must close out any short position by purchasing notes in the open market.

Similar to other purchase transactions, purchases by the initial purchasers to cover the syndicate short sales may have the effect of raising or maintaining the market price of the notes or preventing or retarding a decline in the market price of the notes. As a result, the price of the notes may be higher than the price that might otherwise exist in the open market.

Neither we nor the initial purchasers make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the notes. In addition, neither we nor the initial purchasers make any representation that the initial purchasers will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Other Relationships

Certain of the initial purchasers or their affiliates may hold positions in the 2019 Senior Notes. As a result, certain of those initial purchasers or their affiliates may receive some of the proceeds from this offering. See “Use of Proceeds.”

Some of the initial purchasers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the initial purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the initial purchasers or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such initial purchasers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such short positions could adversely affect future trading prices of the notes offered hereby. The initial purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Sales Outside of the United States

Neither we nor the initial purchasers are making an offer to sell, or seeking offers to buy, the notes in any jurisdiction where the offer and sale is not permitted. You must comply with all applicable laws and regulations in force in any jurisdiction in which you purchase, offer or sell the notes or possess or distribute this offering memorandum, and you must obtain any consent, approval or permission required for your purchase, offer or sale of the notes under the laws and regulations in force in any jurisdiction to which you are subject or in which you make such purchases, offers or sales. Neither we nor the initial purchasers will have any responsibility therefor.

Mexico

The notes have not been and will not be registered with the Mexican National Securities Registry maintained by the CNBV, and, therefore, may not be offered or sold publicly in Mexico, except that the notes may be sold to Mexican institutional and accredited investors pursuant to the private placement exemption set forth in Article 8 of the Mexican Securities Market Law. We will notify the CNBV of the terms and conditions of this offering of the notes outside of Mexico. Such notice will be submitted to the CNBV to comply with Article 7, second paragraph, of the Mexican Securities Market Law and for informational purposes only. The delivery to, and the receipt by, the CNBV of such notice does not constitute or imply any certification as to the investment quality of the notes, our solvency, liquidity or credit quality or the accuracy or completeness of the information set forth in this offering memorandum. This offering memorandum is solely our responsibility and has not been reviewed or authorized by the CNBV. The acquisition of the notes by an investor who is a resident of Mexico will be made under its own responsibility.

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the European Economic Area (the “EEA”), which we refer to as Member States, an offer to the public of any notes which are the subject of the offering contemplated by this offering memorandum may not be made in that Member State, except that an offer to the public in that Member State of any notes may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Member State:

- (1) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(2) to fewer than 100 or, if the Member State has implemented the relevant provisions of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant dealer or dealers nominated by the us for any such offer; or

(3) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of notes shall result in a requirement for the publication by us, the initial purchasers or any representative of a prospectus pursuant to Article 3 of the Prospectus Directive.

Any person making or intending to make any offer of notes within the EEA should only do so in circumstances in which no obligation arises for us or the initial purchasers to produce a prospectus for such offer. Neither we nor the initial purchasers have authorized, nor do they authorize, the making of any offer of notes through any financial intermediary, other than offers made by the initial purchasers which constitute the final offering of notes contemplated in this offering memorandum.

For the purposes of this provision, and your representation below, the expression an “offer to the public” in relation to any notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any notes to be offered so as to enable an investor to decide to purchase any notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Member State) and includes any relevant implementing measure in each Member State. The expression “2010 PD Amending Directive” means Directive 2010/73/EU.

Each person in a Member State who receives any communication in respect of, or who acquires any notes under, the offer of notes contemplated by this offering memorandum will be deemed to have represented, warranted and agreed to and with us and the initial purchasers that:

(1) it is a “qualified investor” within the meaning of the law in that Member State implementing Article 2(1)(e) of the Prospectus Directive; and

(2) in the case of any notes acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (a) the notes acquired by it in the offering have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Member State other than “qualified investors” (as defined in the Prospectus Directive), or in circumstances in which the prior consent of the representatives has been given to the offer or resale; or (b) where notes have been acquired by it on behalf of persons in any Member State other than qualified investors, the offer of those notes to it is not treated under the Prospectus Directive as having been made to such persons.

Notice to Prospective Investors in the United Kingdom

Each of the initial purchasers has:

(1) only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the United Kingdom Financial Services and Markets Act of 2000 (the “FSMA”)) received by it in connection with the issue or sale of any notes in circumstances in which Section 21(1) of the FSMA does not, or would not, apply to us; and

(2) complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any notes in, from or otherwise involving the United Kingdom.

Notice to Prospective Investors in Switzerland

This offering memorandum, as well as any other material relating to the notes which are the subject of the offering contemplated by this offering memorandum, do not constitute an issue prospectus pursuant to Article 652a of the Swiss Code of Obligations. The notes will not be listed on the SWX Swiss Exchange and, therefore, the

documents relating to the notes, including, but not limited to, this document, do not claim to comply with the disclosure standards of the listing rules of the SWX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SWX Swiss Exchange. The notes are being offered in Switzerland by way of a private placement, (i.e., to a small number of selected investors only, without any public offer and only to investors who do not purchase the notes with the intention to distribute them to the public). The investors will be individually approached by the initial purchasers from time to time. This document, as well as any other material relating to the notes, is personal and confidential and do not constitute an offer to any other person. This document may only be used by those investors to whom it has been provided in connection with the offering described herein and may neither directly nor indirectly be distributed or made available to other persons without our express consent. It may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in (or from) Switzerland.

TRANSFER RESTRICTIONS

The notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the notes are being offered hereby only (a) to “qualified institutional buyers” (as defined in Rule 144A under the Securities Act), or QIBs, in compliance with Rule 144A under the Securities Act and (b) in offers and sales that occur outside the United States to persons other than U.S. persons (“non-U.S. purchasers,” which term shall include dealers or other professional fiduciaries in the United States acting on a discretionary basis for non-U.S. beneficial owners (other than an estate or trust)), in offshore transactions meeting the requirements of Rule 903 of Regulation S. As used herein, the terms “offshore transactions,” “United States” and “U.S. person” have the respective meanings given to them in Regulation S.

Each purchaser of notes will be deemed to have represented and agreed with us and the initial purchasers as follows:

- (1) It is purchasing the notes for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is (a) a QIB, and is aware that the sale to it is being made in reliance on Rule 144A under the Securities Act or (b) a non-U.S. purchaser that is outside the United States (or a non-U.S. purchaser that is a dealer or other fiduciary as referred to above);
- (2) It understands that the notes are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that the notes have not been and will not be registered under the Securities Act, and that the notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except as set forth below;
- (3) It shall not resell or otherwise transfer any of such notes except:
 - to the Company or any of its subsidiaries;
 - pursuant to a registration statement which has been declared effective under the Securities Act;
 - within the United States to a QIB in compliance with Rule 144A under the Securities Act;
 - outside the United States to non-U.S. purchasers in offshore transactions meeting the requirements of Rule 903 or Rule 904 of Regulation S under the Securities Act; or
 - pursuant to another available exemption from the registration requirements of the Securities Act;
- (4) It agrees that it will give notice of any restrictions on transfer of such notes to each person to whom it transfers the notes;
- (5) It understands that the certificates evidencing the notes (other than the Regulation S global notes) will bear a legend substantially to the following effect unless otherwise determined by us:

THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE OR OTHER SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT IT, AND ANY ACCOUNT FOR WHICH IT IS ACTING, (A) IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (B) IS NOT A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN “OFFSHORE TRANSACTION” PURSUANT TO RULE 903 OR 904 OF REGULATION S AND, WITH RESPECT TO (A) AND (B), EXERCISES SOLE

INVESTMENT DISCRETION WITH RESPECT TO SUCH ACCOUNT, (2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN, EXCEPT (A) (I) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (II) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, (III) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (IV) IN AN OFFSHORE TRANSACTION COMPLYING WITH THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (V) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS “OFFSHORE TRANSACTION,” “UNITED STATES” AND “U.S. PERSON” HAVE THE RESPECTIVE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH PARAGRAPH 2A(V) ABOVE, THE COMPANY RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THIS LEGEND SHALL ONLY BE REMOVED AT THE OPTION OF THE ISSUER.

- (6) If it is a non-U.S. purchaser acquiring a beneficial interest in a Regulation S global note offered pursuant to this offering memorandum, it acknowledges and agrees that, until the expiration of the 40-day “distribution compliance period” within the meaning of Regulation S, any offer, sale, pledge or other transfer shall not be made by it in the United States or to, or for the account or benefit of, a U.S. person, except pursuant to Rule 144A to a QIB taking delivery thereof in the form of a beneficial interest in a U.S. global note, and that each Regulation S global note will contain a legend to substantially the following effect:

THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE OR OTHER SECURITIES LAWS. PRIOR TO EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S (“REGULATION S”) UNDER THE SECURITIES ACT, THIS SECURITY MAY NOT BE REOFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S), EXCEPT TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT IN A TRANSACTION MEETING THE REQUIREMENTS OF THE INDENTURE REFERRED TO HEREIN.

- (7) It acknowledges that the foregoing restrictions apply to holders of beneficial interests in the notes, as well as holders of the notes;
- (8) It acknowledges that the Company will not be required to accept for registration of transfer any notes acquired by it, except upon presentation of evidence satisfactory to the Company that the restrictions set forth herein have been complied with; and
- (9) It acknowledges that the Company, the trustee, the initial purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that if any of the acknowledgments, representations or agreements deemed to have been made by its purchase of the notes are no longer accurate, it shall promptly notify the Company, the trustee and the initial purchasers. If it is acquiring the notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole

investment discretion with respect to each such account and it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account.

ENFORCEMENT OF CIVIL LIABILITIES

We are a *sociedad anónima bursátil de capital variable* (variable capital public stock corporation) organized under the laws of Mexico. Most of our directors, executive officers and controlling persons named herein are non-residents of the United States and substantially all of the assets of such non-resident persons and substantially all of our assets are located in Mexico or elsewhere outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons or us or to enforce against them or us in courts of any jurisdiction outside Mexico, judgments predicated upon the laws of any such jurisdiction, including any judgment predicated substantially upon the civil liability provisions of United States federal and state securities laws. We have appointed CT Corporation System, located in New York, New York, as an agent to receive service of process with respect to any action brought against us in any federal or state court in the State of New York arising from this offering.

As of this date, no treaty exists between the United States and Mexico for the reciprocal enforcement of judgments issued in the other country. Generally, Mexican courts would enforce final judgments rendered in the United States if certain requirements were met, including the review in Mexico of the U.S. judgment to ascertain compliance with certain basic principles of due process and the non-violation of Mexican law or public policy, provided that U.S. courts would grant reciprocal treatment to Mexican judgments. Additionally, there is uncertainty as to the enforceability, in (i) original actions in Mexican courts, of liabilities predicated, in whole or in part, on U.S. federal securities laws; and (ii) as to the enforceability in Mexican courts of judgments of U.S. courts obtained in actions predicated on the civil liability provisions of U.S. federal securities laws.

LEGAL MATTERS

The validity of the notes will be passed upon for us by Paul Hastings LLP, our United States counsel, and for the initial purchasers by Cleary Gottlieb Steen & Hamilton LLP, United States counsel to the initial purchasers. Certain matters of Mexican law relating to the notes will be passed upon for us by Jones Day Mexico S.C., our Mexican counsel, and Ritch, Mueller, Heather y Nicolau, S.C., Mexican counsel to the initial purchasers.

INDEPENDENT AUDITORS

The financial statements of Crédito Real, S.A.B. de C.V., SOFOM, E.R. as of December 31, 2013, 2014 and 2015 and for each of the years then ended included in this offering memorandum, have been audited by Galaz, Yamazaki, Ruiz Urquiza, S.C. (member of Deloitte Touche Tohmatsu Limited), independent auditors, as stated in their report dated February 23, 2016 appearing therein.

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Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada

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**Crédito Real, S.A.B. de C.V.,
Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**

Consolidated Financial Statements for the
Years Ended December 31, 2015, 2014 and
2013 and Independent Auditors' Report
Dated February 23, 2016

Independent Auditors’ Report to the Board of Directors and Stockholders of Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada and Subsidiaries

We have audited the accompanying consolidated financial statements of Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada and subsidiaries (the “Entity” or “Crédito Real”), which comprise the consolidated balance sheets as of December 31, 2015, 2014 and 2013, and the consolidated statements of income, changes in stockholders’ equity and cash flows for the years then ended, and a summary of the significant accounting policies and other explanatory information.

Management’s Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation of these consolidated financial statements in accordance with the accounting criteria established by the National Banking and Securities Commission (the “CNBV”, or the “Commission”) in its “General Provisions Applicable to Credit Institutions, Exchange Houses, Credit Unions and Regulated Multiple Purpose Financial Institutions” (the “Provisions”), and for such internal controls as management deems necessary for the preparation of consolidated financial statements that are free of material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with International Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement and that they are prepared in accordance with the accounting criteria established by the Commission as set forth in the Provisions.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor’s judgments, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Entity’s preparation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity’s internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements of Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada and subsidiaries as of December 31, 2015, 2014 and 2013, and for the years then ended are prepared, in all material respects, in accordance with the accounting criteria established by the Commission as set forth in the Provisions.

Other matter

The accompanying consolidated financial statements have been translated into English for the convenience of readers.

Galaz, Yamazaki, Ruiz Urquiza, S.C.
Member of Deloitte Touche Tohmatsu Limited

C.P.C. Juan Ramón Carcaño López
February 23, 2016

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**

Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Consolidated Balance Sheets

As of December 31, 2015, 2014 and 2013

(In thousands of Mexican pesos)

Assets	2015	2014	2013
Cash and cash equivalents	\$ 120,840	\$ 53,778	\$ 126,915
Investment in Securities:			
Trading securities	<u>543,266</u>	<u>1,251,201</u>	<u>646,179</u>
	543,266	1,251,201	646,179
Derivatives:			
Trading proposes	197,184	30,049	11,672
Hedging proposes	<u>1,915,634</u>	<u>920,209</u>	<u>218,422</u>
	2,112,818	950,258	230,094
Performing loan portfolio:			
Commercial loans:			
Commercial or business activity	15,706,653	13,544,267	10,264,999
Consumer loans	<u>1,486,897</u>	<u>-</u>	<u>-</u>
Total performing loan portfolio	17,193,550	13,544,267	10,264,999
Non-Performing loan portfolio:			
Commercial loans:			
Commercial or business activity	393,849	260,638	158,476
Consumer loans	<u>22,240</u>	<u>-</u>	<u>-</u>
Total non-performing loan portfolio	<u>416,089</u>	<u>260,638</u>	<u>158,476</u>
Loan portfolio	17,609,639	13,804,905	10,423,475
Less – Allowance for loan losses	<u>(485,506)</u>	<u>(420,131)</u>	<u>(203,218)</u>
Loan portfolio, net	17,124,133	13,384,774	10,220,257
Other accounts receivable, net	2,258,895	1,156,180	2,390,429
Property furniture and fixtures, net	149,115	85,482	22,910
Long-term investment in shares	835,624	859,009	786,013
Other assets, (net)			
Deferred charges, advance payments and intangibles	2,599,489	2,174,801	-
Other short and long-term assets	<u>251,317</u>	<u>-</u>	<u>677,185</u>
	<u>2,850,806</u>	<u>2,174,801</u>	<u>677,185</u>
Total assets	<u>\$ 25,995,497</u>	<u>\$ 19,915,483</u>	<u>\$ 15,099,982</u>

Liabilities	2015	2014	2013
Notes Payable (Certificados Bursátiles)	\$ 3,610,368	\$ 2,571,872	\$ 3,041,753
Senior Notes Payable	<u>7,334,554</u>	<u>6,560,995</u>	<u>2,829,553</u>
	10,944,922	9,132,867	5,871,306
Bank loans:			
Short-term loans	3,490,484	1,120,286	1,950,135
Long-term loans	<u>3,008,447</u>	<u>3,140,759</u>	<u>2,130,750</u>
	6,498,931	4,261,045	4,080,885
Other accounts payable			
Income taxes payable	88,312	51,946	14,561
Employee profit sharing payable	12,183	185	11,311
Accrued liabilities and other accounts payable	<u>642,098</u>	<u>346,111</u>	<u>315,724</u>
	742,593	398,242	341,596
Deferred taxes, net	<u>1,096,506</u>	<u>766,123</u>	<u>453,277</u>
Total liabilities	19,282,952	14,558,277	10,747,064

Stockholders' Equity

Paid in Capital:			
Capital stock	660,154	660,154	630,677
Share subscription premium	<u>1,447,985</u>	<u>1,474,814</u>	<u>1,385,482</u>
	2,108,139	2,134,968	2,016,159
Earned Capital:			
Legal reserve	132,030	126,136	110,870
Retained earnings	2,903,153	1,851,225	1,215,266
Result from valuation of cash flow hedges, net	89,270	5,596	7,014
Cumulative translation adjustment	2,754	-	-
Net income attributable to controlling interest	1,371,358	1,224,801	1,003,609
Non-controlling interest	<u>105,841</u>	<u>14,480</u>	<u>-</u>
	4,604,406	3,222,238	2,336,759
Total stockholders' equity	<u>6,712,545</u>	<u>5,357,206</u>	<u>4,352,918</u>
Total liabilities and stockholder equity	<u>\$ 25,995,497</u>	<u>\$ 19,915,483</u>	<u>\$ 15,099,982</u>

Memorandum accounts (Note 22)	2015	2014	2013
Credit Commitments	<u>\$ 1,096,563</u>	<u>\$ 481,429</u>	<u>\$ 261,426</u>
Uncollected interest accrued on non-performing portfolio	<u>\$ 313,547</u>	<u>\$ 188,158</u>	<u>\$ 122,209</u>

“The historical balance of capital stock as of December 31, 2015, 2014, 2013 is \$657,238, \$657,238 and \$625,941, respectively”.

See accompanying notes to consolidated financial statements.

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**
Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Consolidated Statements of Income

For the years ended December 31, 2015, 2014 and 2013
(In thousands of Mexican pesos)

	2015	2014	2013
Interest income	\$ 4,264,239	\$ 3,327,074	\$ 2,724,479
Interest expense	<u>(952,291)</u>	<u>(882,257)</u>	<u>(723,116)</u>
Financial Margin	3,311,948	2,444,817	2,001,363
Provisions for loan losses	<u>(345,628)</u>	<u>(264,526)</u>	<u>(404,472)</u>
Financial margin after provision for loan losses	2,966,320	2,180,291	1,596,891
Commissions and fees paid	(142,193)	(98,966)	(69,660)
Other operating income	36,241	23,684	10,104
Administrative and marketing expense	<u>(1,138,065)</u>	<u>(629,573)</u>	<u>(484,073)</u>
Operating result	1,722,303	1,475,436	1,053,262
Equity in income of associates	<u>69,153</u>	<u>98,605</u>	<u>191,947</u>
Income before income taxes	1,791,456	1,574,041	1,245,209
Current income taxes	(85,927)	(20,063)	-
Deferred income taxes	<u>(335,659)</u>	<u>(314,697)</u>	<u>(241,600)</u>
	<u>(421,586)</u>	<u>(334,760)</u>	<u>(241,600)</u>
Net income	1,369,870	1,239,281	1,003,609
Non-controlling interest	<u>1,488</u>	<u>(14,480)</u>	<u>-</u>
Net income attributable to controlling interest	<u>\$ 1,371,358</u>	<u>\$ 1,224,801</u>	<u>\$ 1,003,609</u>
Earnings per share	<u>\$ 3.50</u>	<u>\$ 3.12</u>	<u>\$ 2.69</u>
Weighted average shares outstanding	<u>392,219,424</u>	<u>392,219,424</u>	<u>373,542,309</u>

See accompanying notes to consolidated financial statements

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**
Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Consolidated Statements of Changes in Stockholders' Equity

For the years ended December 31, 2015, 2014 and 2013
(In thousands of Mexican pesos)

	Paid in Capital		Earned Capital					Non-controlling interest	Total stockholders' equity
	Capital stock	Share subscription premium	Legal reserve	Retained earnings	Results from valuation of cash flow hedges	Cumulative translation effect	Net income attributable to controlling interest		
Balances as of									
December 31, 2012	\$ 630,677	\$ 1,386,531	\$ 80,163	\$ 855,626	\$ 29,289	\$ -	\$ 614,145	\$ -	\$ 3,596,431
Changes arising from stockholder decisions-									
Transfer of prior year results	-	-	30,707	583,438	-	-	(614,145)	-	-
Dividend payments	-	-	-	(196,900)	-	-	-	-	(196,900)
Total entries approved by stockholders	-	-	30,707	386,538	-	-	-	-	(196,900)
Changes affecting comprehensive income-									
Result from valuation of cash flow hedging instruments	-	-	-	-	(22,275)	-	-	-	(22,275)
Repurchase of own shares	-	(1,049)	-	(26,898)	-	-	-	-	(27,947)
Net income	-	-	-	-	-	-	1,003,609	-	1,003,609
Total comprehensive income	-	(1,049)	-	(26,898)	(22,275)	-	1,003,609	-	953,387
Balances as of									
December 31, 2013	630,677	1,385,482	110,870	1,215,266	7,014	-	1,003,609	-	4,352,918
Changes arising from stockholder decisions-									
Transfer of prior year results	-	-	-	988,343	-	-	(1,003,609)	-	(15,266)
Constitution of reserves	-	-	15,266	-	-	-	-	-	15,266
Repurchase of own shares	-	57,410	-	10,125	-	-	-	-	67,535
Effect of merger with Desarrollo 51, S.A. de C.V.	29,477	31,922	-	-	-	-	-	-	61,399
Dividend payments	-	-	-	(168,654)	-	-	-	-	(168,654)
Allowance for loan losses of commercial portfolio by change in classification methodology	-	-	-	-	-	-	-	-	-
Total entries approved by stockholders	-	-	-	(193,855)	-	-	-	-	(193,855)
Changes arising from stockholder decisions-	29,477	89,332	15,266	635,959	-	-	(1,003,609)	-	(233,575)
Changes affecting comprehensive income-									
Result from valuation of cash flow hedging instruments	-	-	-	-	(1,418)	-	-	-	(1,418)
Net income	-	-	-	-	-	-	1,224,801	14,480	1,239,281
Total comprehensive	-	-	-	-	(1,418)	-	1,224,801	14,480	1,237,863

	Paid in Capital			Earned Capital			Non-controlling interest	Total stockholders' equity	
	Capital stock	Share subscription premium	Legal reserve	Retained earnings	Results from valuation of cash flow hedges	Cumulative translation effect			Net income attributable to controlling interest
income									
Balances as of									
December 31, 2014	660,154	1,474,814	126,136	1,851,225	5,596	-	1,224,801	14,480	5,357,206
Changes arising from stockholder decisions-									
Transfer of prior year results	-	-	-	1,218,907	-	-	(1,224,801)	-	(5,894)
Constitution of reserves	-	-	5,894	-	-	-	-	-	5,894
Repurchase of own shares	-	(26,829)	-	(10,092)	-	-	-	-	(36,921)
Dividend payments	-	-	-	(156,887)	-	-	-	-	(156,887)
Total entries approved by stockholders	-	(26,829)	5,894	1,051,928	-	-	(1,224,801)	-	(193,808)
Changes affecting comprehensive income-									
Result from consolidation of minority interest companies	-	-	-	-	-	-	-	90,865	90,865
Result from valuation of cash flow hedging instruments	-	-	-	-	83,674	-	-	-	83,674
Cumulative translation effect	-	-	-	-	-	2,754	-	1,984	4,738
Net income	-	-	-	-	-	-	1,371,358	(1,488)	1,369,870
Total comprehensive income	-	-	-	-	83,674	2,754	1,371,358	91,361	1,549,147
Balances as of									
December 31, 2015	<u>\$ 660,154</u>	<u>\$ 1,447,985</u>	<u>\$ 132,030</u>	<u>\$ 2,903,153</u>	<u>\$ 89,270</u>	<u>\$ 2,754</u>	<u>\$ 1,371,358</u>	<u>\$ 105,841</u>	<u>\$ 6,712,545</u>

See accompanying notes to consolidated financial statements.

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**
Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Consolidated Statements of Cash Flows

For the years ended December 31, 2015, 2014 and 2013

(In thousands of Mexican Pesos)

	2015	2014	2013
Net Income	\$ 1,369,870	\$ 1,239,281	\$ 1,003,609
Adjustments for items that do not result in cash flows:			
Depreciation of furniture and fixtures	36,096	11,922	6,402
Amortization of intangibles assets	11,420	1,813	1,008
Provisions	(12,248)	66,702	77,080
Deferred income taxes	421,586	334,760	241,600
Equity in income of associate companies	(72,525)	(98,605)	(191,947)
	<u>1,754,199</u>	<u>1,555,873</u>	<u>1,137,752</u>
Operating Activities			
Change in investment in securities	707,935	(605,022)	(299,401)
Change in derivatives (asset)	(1,162,560)	(721,582)	(10,867)
Change in loan portfolio (net)	(3,739,359)	(3,358,372)	(3,629,029)
Change in other accounts receivables (net)	(1,102,715)	(188,217)	36,799
Change in other assets	(680,040)	(242,603)	(250,239)
Change in senior notes and notes payable	1,812,055	3,261,561	1,305,977
Change in bank loans	2,237,886	180,160	1,798,871
Change in other accounts payable	265,396	34,732	31,763
Net cash flows from operating activities	<u>(1,661,402)</u>	<u>(1,639,343)</u>	<u>(1,016,126)</u>
Investing activities:			
Cash and marketable securities acquired in connection with business acquisition	-	100,751	-
Acquisitions of property and equipment	(107,114)	(76,307)	(13,519)
Dividends received in cash	51,944	127,033	121,698
Increase in investments in shares	136,815	(101,424)	36,731
Net cash flows from investing activities	<u>81,645</u>	<u>50,053</u>	<u>144,910</u>
Financing activities:			
Result from valuation of cash flow hedges	83,674	-	-
Unpaid dividends declared	(156,887)	-	-
Dividends paid in cash	-	(85,000)	(196,900)
Share subscriptions premium	(26,829)	5,678	-
Effect of merge with Desarrollo 51, SA de C.V.	-	29,477	-
Repurchase of own shares	(10,092)	10,125	(27,947)
Net cash flows from financing activities	<u>(110,134)</u>	<u>(39,720)</u>	<u>(224,847)</u>
Net increase (decrease) in cash and cash equivalents	64,308	(73,137)	41,689
Effect for change in the value of cash and equivalents	2,754	-	-
Cash and cash equivalents at beginning of year	<u>53,778</u>	<u>126,915</u>	<u>85,226</u>
Cash and cash equivalents at end of year	<u>\$ 120,840</u>	<u>\$ 53,778</u>	<u>\$ 126,915</u>

See accompanying notes to consolidated financial statements

Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada and Subsidiaries

Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Notes to Consolidated Financial Statements

For the years ended December 31, 2015, 2014 and 2013

(In thousands of Mexican pesos)

1. Activities, regulatory environment and significant events

Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada and Subsidiaries (the “Entity” or “Crédito Real”), is a non- banking institution in Mexico, focused on consumer lending which has diversified business platform integrated mainly by five business lines: (i) payroll lending, (ii) durable goods loans, (iii) small and medium business loans, (iv) group loans, and (v) used car loans. Loans paid via the payroll are offered to unionized government employees through a national network of 18 distributors with which credit granting agreements have been executed. Crédito Real has executed exclusivity agreements with three of the main distributors and also holds a significant amount of their common stock. Durable good loans are offered to acquire durable and household goods through a network of 34 retail chains that permit access to more than 900 points of sale. Loans are granted to small and medium businesses to cover the working capital requirements and investment activities of micro, small and medium enterprises; these resources are provided through a specialized broker or under the Entity’s own trademark. Group loans are mainly offered to groups of women with a productive activity by using the joint credit methodology; these loans are granted by two associate entities with a network of 1,022 promoters and 125 branches. Used car loans are granted to acquire preowned automobiles through agreements with 18 car dealers specialized in the purchase-sale of automobiles and a subsidiary with a network of 63 branches that offers financing by receiving automobiles and commercial vehicles as collateral; and finally through two entities which focus mainly on the Hispanic-American market with limited credit history in the United States of America.

Article 87-D of the General Law on Credit Organizations and Ancillary Activities (“LGOAAC”) establishes that multiple purpose financing companies that issue securities listed on the National Securities Registry pursuant to the Securities Law must prepare consolidated financial statements according to the accounting criteria set forth in the General Provisions applicable to credit institutions, exchange houses, regulated credit unions and multiple purpose financial institutions (the “Provisions”) issued by the Mexican National Banking and Securities Commission (the “Commission”).

As the Entity is a regulated multiple purpose financial institution, it is obligated to prepare its consolidated financial statements in accordance with the accounting criteria established by the Commission as set forth in the Provisions.

Payroll Loans

The Entity purchases loans with payment via payroll from distributors which offer credit products to the unionized workers of government agencies. These loans are also offered at times to pensioners or retired persons from the public sector. These loans are granted by distributors with which the Entity operates, and are then acquired by the Entity through financial factoring contracts in portfolio purchase transactions

The payroll loans are settled through semimonthly installments which are made by the borrowers’ employers, which consist of government agencies and other entities, in accordance with loan agreements signed by the

borrower. Based on such loan agreements, a borrower authorizes the employer to use amounts deducted from the payroll for the fixed installment payments of the loan during its effective term.

The risk of nonperformance decreases substantially over the term of the typical loan. The maximum limit established by government agencies in terms of the percentage of a worker's net salary that can be applied to settle a loan is 30%. The Entity offers certain customers the option of renewing their loans before they expire. However, the Entity does not preauthorize loans under any circumstances.

The relationships that have been established by the distributors, directly and through service providers such as public relations agencies, with the entities and unions that they use or affiliate workers of the federal government agencies and state agencies in different parts of the country, have been formalized through the execution of cooperation agreements, which enable the distributors to offer payroll loans to the affiliated workers of such unions and establish that the government agencies and entities execute the instruction received from the borrowers for the installments of principal and interest on the loans.

In accordance with the cooperation agreements, the government agencies and entities or unions process and grant the "discount codes" so that such agencies or entities can pay the loans by payroll directly (on behalf of the borrowers). Apart from making the payroll deductions and rendering payments directly to the collection trust in which the Entity is the beneficiary, the employers compile periodic reports to the distributors regarding the payroll deductions made on behalf of borrowers. The Distributors are responsible for coordinating with the different agencies and entities, so that the respective computer systems are accurate, and the payments are issued on a timely fashion. The employers do not intervene in any way in the negotiation, credit approval process or in the negotiations of the terms of the loan contract executed by the distributors with the affiliated workers.

The Entity estimates that the cost of procurement and maintenance of the aforementioned cooperation agreements ranges between 3% and 5% of the revenues generated by the payroll loan portfolio. Such cost is fully covered by the distributors.

The Entity's business model enables both the Entity and its distributors to make the most of their respective competitive advantages. While the Entity concentrates on administrating the credit risk, minimizing financial costs and maintaining diversified financing sources, the Distributors concentrate on increasing the number of possible customers through the execution of contracts with additional government agencies and entities or unions or renewing existing contracts, and on promoting the Entity's products among the affiliated workers of such agencies.

During 2015, the loan portfolio increased significantly through financial factoring transactions performed with three of the principal distributors, Directodo Mexico, S.A.P.I. de C.V. SOFOM ENR ("Directodo"), Publiseg, S.A. de C.V. SOFOM, ENR ("Publiseg") and Grupo Empresarial Maestro S.A.P.I. de C.V. ("Grupo Empresarial Maestro or GEMA"), as a whole called the "Distributor".

PYMES Loans

The Entity has an alliance with Fondo H, S.A. de C.V. SOFOM, ENR ("Fondo H"), a company engaged in making short and medium-term loans to small and medium businesses (PYMES) in Mexico. Its customer base includes businesses from the manufacturing, distribution and services sectors. Based on this partnership, financing is provided exclusively for loans originated by Fondo H.

Used car loans

Used car loans in Mexico are originated through contracts with car companies that sell used cars. Currently 18 alliances have been executed with distributors in more than 150 points of sale. Additionally, the Entity has a 51% holding in a company which operates under the brand "Drive & Cash", which is engaged in offering financing through the warranty of automobiles and commercial vehicles. As of December 31, 2015, the distribution network of Drive & Cash is composed of 63 branches located in 20 States Nationwide.

The Entity also offers loans for used cars in the US through a distributor in which it has a majority stake that operates under the brand “Don Carro” with four branches in Texas. It also has a majority stake in a credit operator for used cars doing business as “AFS Acceptance”. Such operator has a service platform which enables it to operate in 40 states throughout the US, and also operating agreements in place with more than 300 distributors in that country.

Consumer Loans

With regard to consumer loans, the Entity has entered into contracts with approximately 34 specialized commercial chains which originate loans for consumer durables, through more than 900 points of sale in most of the states in Mexico.

Group Loans

Group loans are originated through two specialized operators which have 1,022 promoters in a network comprising 125 branches. The promoters are familiar with the specific needs of micro-entrepreneurs and the self-employed.

The aforementioned group credit loans refer to non-revolving consumer loan portfolio, with a weekly or half-monthly payment period, granted to groups of persons in which each member is held jointly and severally liable for the total payment of the loan, although the classification of such loan is made individually for each member of the group.

Significant events 2015 –

- a) Pursuant to documentation prepared on June 1, 2015, the subscription and payment of 1,000 no Series, no Class common stock shares of Crédito Real USA, Inc. (“CR USA”) was approved, representing 100% of CR USA’s common stock, thereby becoming the Entity’s subsidiary. CR USA was established in the state of Delaware, USA.
 - I. Pursuant to a Share Purchase Agreement executed on October 20, 2015, CR USA approved the subscription of 65,000 no Series, no Class common stock shares of AFS Acceptance, LLC, (AFS), which represents 65% of AFS’ common stock, thereby becoming a subsidiary of CR USA.
- b) Pursuant to deed No 15,210 executed on November 6, 2015, the subscription and payment of 999 Series A shares of the common stock of Controladora CR México, S.A. de C.V., (“Controladora CR”) was approved, which represents 99.9% of Controladora CR’s outstanding shares, thereby becoming the Entity’s subsidiary.
 - I. In the Extraordinary General Meeting held on December 13, 2015 the subscription and payment of 120,188 Series C, Class C common stock shares of CAT 60, S.A.P.I. de C.V. (“Resuelve tu Deuda”) was approved, which represents 55.21% of that company’s outstanding shares, thereby becoming a subsidiary of Controladora CR.
 - II. Additionally, at the Stockholders’ Extraordinary Meeting held on December 14, 2015, the subscription and payment of 38,886 Class A common stock shares of Servicios Adquiridos, S.A. de C.V. (“Servicios Adquiridos”) was approved, which represents 77.72% of that company’s outstanding shares, thereby becoming a subsidiary of Controladora CR.
 - III. Finally, at the Stockholders’ Extraordinary Meeting held on December 2, 2015, the subscription and payment of 1,465,169 Series “II”, Class “C” common stock shares of Confianza Digital, S.A.P.I. de C.V., SOFOM, E.N.R. (“Credilikeme”) was approved, which represents 23.86% of its outstanding shares, thereby becoming an associate of Controladora

CR.

As a result of the aforementioned transactions, the Entity's management has analyzed the fair values of the assets and liabilities acquired in this transaction, which generated goodwill of \$353,587, as discussed in Note 12.

The Entity is currently identifying and measuring intangible assets generated by the acquisition that may need to be recognized in accordance with Mexican Financial Reporting Standard B-7 "Business acquisitions" (NIF B-7). Pursuant to such standard, the Entity has a deadline of one year from the acquisition date to identify and recognize any intangible assets resulting from the business acquisitions.

Significant Events 2014 -

- c) Among other matters, during the Ordinary and Extraordinary General Meeting held on April 28, 2014, the Entity's stockholders resolved to approve the amendment of Article 1 of the Entity's corporate bylaws to establish its compliance with the regime applicable to regulated multiple purpose financing companies according to the fourth and fifth paragraphs of article 87-B of the LGOAAC. Accordingly, as of this date, the Entity's corporate denomination is Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada.
- d) Pursuant to a Share Purchase and Sale Agreement executed on September 19, 2014, the Entity subscribed and paid 800 no Series, no Class common stock shares of Creal Dallas, LLC (Creal Dallas), which represents 80% of its common stock, thereby becoming a subsidiary of Crédito Real. Creal Dallas was incorporated in the state of Delaware, USA.
 - I. Pursuant to a Share Purchase and Sale Agreement executed on September 19, 2014, the Entity subscribed and paid 800 no Series no Class common stock shares of CR MPM, LLC (Don Carro), which represents 80% of its common stock, thereby becoming a subsidiary of Creal Dallas. Such company was incorporated in the state of Delaware, USA.
- e) In accordance with resolutions approved during the Stockholders' Extraordinary General Meeting of October 31, 2014, Crédito Real acquired Directodo as a result of the merger with Desarrollo 51, S.A. de C.V. The merger took effect as of November 1, 2014, whereby the Entity remained as the absorbing Entity. At this meeting, the Entity increased its variable capital by \$29,477 through the delivery of 18,677,115 ordinary, nominative treasury Single Series Class II shares. The transaction consideration was paid by exchanging shares issued by the Entity for the shares of Desarrollo 51, S.A. de C.V., which ceased to exist as a legal entity following the merger. As of November 1, 2014, Directodo consolidates its financial statements with those of Crédito Real.

As a result of the above, Crédito Real obtained full control of Desarrollo 51, SA de CV as of October 31, 2014.

In relation to the analysis performed by management, the following assets and liabilities were identified and measured at fair value:

	Amount
<i>Balance Sheets</i>	
Acquisition consideration paid	\$ 1,401,495
Amounts recognized for identifiable assets and liabilities assumed at October 31, 2014 (unaudited)	
<i>Current Assets:</i>	
Cash and cash equivalents	\$ 100,751
Sundry debtors	518,006
Notes receivable and other receivables	6,993
Transportation equipment, furniture and equipment	6,008
Other assets	32,100
<i>Intangible Assets:</i>	
Brand	88,248
Software	4,931
Agreements with institutions	<u>1,161,834</u>
	Amount
Total identifiable assets	<u>1,918,871</u>
Short-term liabilities	(538,277)
Long-term liabilities	<u>(13,896)</u>
Total liabilities assumed	<u>(552,173)</u>
Net assets acquired	<u>\$ 1,366,698</u>
Goodwill	<u>\$ 34,797</u>

Results recognized for the period from January 1, to October 31 2014 (unaudited):

	Amount
<i>Statement of Income</i>	
Total revenues	\$ 16,610
Total costs	<u>(19,477)</u>
Gross Loss	(2,867)
Interest receivable from factoring operations	362,039
Operating expenses	(255,914)
Participation in results of subsidiary	<u>(200)</u>
Income before tax	103,058
Income tax	<u>(26,441)</u>
Net income	<u>\$ 76,617</u>

Identified intangible assets are related to the trademark, software and agreements with government institutions for placing loans.

Accounting effects of the acquisition of Directodo:

At the year-end 2015, the Entity completed its analysis, identification and recognition of intangible assets over the 12 month period following the acquisition in conformity with NIF B-7, and did not identify any intangibles in addition to those indicated in the preceding paragraph.

During the period from the date of acquisition until December 31, 2014, Directodo has contributed interest income of \$129,849 and a net profit of \$34,260; these consolidated amounts are reported in the statement of income. The combined interest income and net income for 2014, giving pro forma effect to the acquisition as though it had taken place on January 1, 2014, are \$550,402 and \$117,616, respectively.

- f) In the Stockholders' Ordinary General Meeting on March 3, 2014, the subscription and payment of 2,550,000 Series "C" shares of the common stock of CR Fact, S.A.P.I. de C.V. ("CR-Fact") was approved. Such acquired shares represent 51% of the outstanding shares of CR-Fact, which became a subsidiary of the Entity.
- g) A Stockholders' Ordinary General Meeting held on March 31, 2014 approved the subscription and payment of 245,000 Class I, Series B ordinary, no par value common stock shares of Cege Capital, S.A.P.I. de C.V., SOFOM ENR., ("Cege"), which represent 37.98% of its shares outstanding, in which the Entity has a participation.

- h) Through unanimous resolutions adopted at a stockholders' meeting held on January 14, 2014, the Entity subscribed and paid 29,862 Class II ordinary, no par value common stock shares of Bluestream Capital, S.A. de C.V. ("Bluestream"), representing 23% of its shares outstanding, in which the Entity has a participation.

Significant Events 2013 -

Agreement of operation and acquisition of credit portfolio with Fondo H, S.A. de C.V. SOFOM, E.N.R. ("Fondo H") -

On October 31, 2013, the Company signed an operating agreement with Fondo H, to strengthen its position in the credit market for small and medium-size companies, including the acquisition of a portfolio for MX \$657.5 million. This action enhances the presence of Crédito Real in providing credit to companies with productive commercial activities, as well as its commitment to diversifying its portfolio. Fondo H is an originator that focuses on providing short and medium term credits to small and medium-size companies with growth needs in Mexico. It has a significant customer base in the fields of manufacturing, distribution and services, a team with great experience, knowledge of the market and assets with a high quality credit rating.

Tax reforms-

On November 1, 2013, the Mexican Congress approved several tax reforms that will go into effect at the start of 2014. These reforms include changes to the Income Tax Law, Value-Added Tax Law and Federal Tax Code. These tax reforms also repealed the Business Flat Tax Law and the Cash Deposits Tax Law. The Entity's management has evaluated the effect that these reforms will have on its accounting records, which are detailed in Note 19.

2. Basis of presentation

Explanation for translation into English - The accompanying consolidated financial statements has been translated from Spanish into English for use outside of Mexico. These consolidated financial statements are presented under the accounting rules issued by the Commission. Certain accounting practices applied by the Entity that are in conformity with the accounting rules issued by the Commission may not conform with accounting principles generally accepted in the country of use.

Comprehensive income- Includes net income plus other accounts that represent comprehensive income or loss in the same period, which, in accordance with the accounting practices followed by the Entity are recorded directly in equity. During 2015 and 2014, the comprehensive income is comprised of net income of the year, the effects of valuation of cash flow hedges and the cumulative translation effect of foreign subsidiaries.

Consolidation of financial statements – The consolidated financial statements include the financial statements of Crédito Real and those of its subsidiaries over which it exercises control. Crédito Real's shareholding in its subsidiaries is shown below:

Subsidiaries	Shareholding percentage		
	2015	2014	2013
Servicios Corporativos Chapultepec, S.A. de C.V. ("Servicios Corporativos")	99.99%	99.99%	99.99%
Directodo México, S.A.P.I. de C.V. ("Directodo")	99.99%	99.99%	49.00%
CR-Fact, S.A.P.I. de C.V. ("CR-Fact")	51.00%	51.00%	-
Controladora CR México, S.A. de C.V. ("Controladora CR")	99.90%	-	-
Crédito Real USA, Inc ("CR USA")	100.00%	-	-
Creal Dallas, LLC ("Creal Dallas")	80.00%	-	-

Servicios Corporativos Chapultepec, S.A. de C.V. –

The main activity of Servicios Corporativos is the provision of services. At December 31, 2015, 2014 and 2013, the majority of service revenues are derived from contracts with Crédito Real which has a 99.99% equity interest.

Directodo México, S.A.P.I. de C.V. –

Directodo's main activity is lending cash to employees of government entities with which Directodo has entered into payroll discounting agreements, which are given in factoring arrangements with Crédito Real.

CR-Fact, S.A.P.I. de C.V. –

CR-Fact's main activity is providing financing through lending that is secured by cars and commercial vehicles.

Crédito Real USA, Inc. –

As indicated in Note 1a, as of June 1, 2015, CR USA is a subsidiary of Crédito Real, which holds 100% of its equity.

The main activity is making investments in US companies; at the close of December 2015 it made the following investments:

AFS Acceptance, LLC. –

As indicated in Note 1a, AFS Acceptance, LLC ("AFC") became a subsidiary of CR USA on October 21, 2015 by virtue of CR USA's shareholding of 65%.

AFS is a financial institution with more than 10 years operating in the market, granting loans for the acquisition of used cars in the US. The most important characteristics of AFS are: (1) its management team, which is comprised of shareholders, which have extensive experience in the used car market in the US, as well as specific market intelligence regarding the Latin market in the USA; (2) a presence in 40 states with a network of more than 300 used car dealers; (3) a sound understanding of the Hispanic market, and (4) a sophisticated, well-tested process for collections, risk analysis and credit origination.

Controladora CR México, S.A. de C.V. –

As indicated in Note 1b, Controladora CR became a subsidiary of Credito Real on November 6, 2015 by virtue of Credito Real's shareholding of 99.90%.

Controladora CR's main activity is to invest in Mexican companies. At the close of December 2015, Controladora CR held the following investments:

CAT 60, S.A.P.I. de C.V. –

As indicated in Note 1b, CAT 60, as of December 1, 2015, this company is a subsidiary of Controladora CR, which holds 55.21% of its equity.

CAT 60 is the holding company of four subsidiaries, of which the most important is Reparadora RTD, S.A. de C.V. ("RTD"), offering credit repair services focusing on individuals who have taken on excessive debt, advising on savings plans and negotiating with creditors to reach an agreement and liquidate their debts, thereby rehabilitating the customer and enabling them to once again gain access to credit. RTD has rendered services to approximately 80,000 customers in Mexico and manages more than 3 billion pesos in debt without assuming the credit risk of its customers.

Servicios Adquiridos, S.A. de C.V. –

As indicated in Note 1b, Acquired Services became a subsidiary of Controladora CR on December 1, 2015 by virtue of Controladora CR's, shareholding of 77.72%.

Confianza Digital, S.A.P.I. de C.V., SOFOM, E.N.R. –

As indicated in Note 1b, Credilikeme became an associate of Controladora CR on December 1, 2015 by virtue of Controladora CR's shareholding of 23.86%. Credilikeme's main activity is financing by granting loans through a *Plataforma Digital Gamificado* (Digital Gaming Platform), which incorporates gaming elements into its digital platform to generate stimulating experiences, as well as desirable credit behavior and habits. The payment terms range from 2 to 6 months and the credit amounts from \$2,000 to \$12,000.

Creal Dallas, LLC –

As indicated in Note 1d, as of September 19, 2014 Creal Dallas is a subsidiary of Crédito Real, which holds 80% of its equity. Its principal activity is the sale of used cars through the following subsidiary:

CR MPM, LLC –

As indicated in Note 1d, Don Carro became a subsidiary of Crédito Real on September 19, 2014 by virtue of Crédito Real's shareholding of 80% of Creal Dallas, which holds 80% of the equity in Don Carro.

Don Carro focuses on offering loans for the acquisition of used cars in the US, and at the close of the year 2015 has four branches in the state of Texas.

The Entity is currently identifying and quantifying the potential intangible assets generated by the acquisitions, in conformity with NIF B-7. In accordance with such standard, the Entity has a deadline of one year from the acquisition date to identify and recognize any intangible assets resulting from the business acquisition.

3. Summary of significant accounting policies

The significant accounting policies of the Company are in accordance with the accounting criteria prescribed by the Commission, which are set forth in the Provisions, which require management to make certain estimates and use certain assumptions to determine the valuation of certain items and disclosures included in the consolidated financial statements. Although actual results may differ, management believes that the estimates and assumptions used were appropriate under the current circumstances.

According to Accounting Criterion A-1 issued by the Commission, entities shall apply Mexican Financial Reporting Standards ("MFRS", which is comprised of individual standards that are referred to as "NIF") as issued by the Mexican Board of Financial Reporting Standards, A.C. ("CINIF"), except when in the opinion of the Commission, it is necessary to apply a specific accounting standard or criterion.

Changes in accounting estimates applicable in 2014 -

Methodology for determining the allowance for loan losses applicable to commercial loans

The methodology based on the expected loss model takes into account the following parameters:

- a) The probability of default,
- b) The severity of loss and exposure to default and,
- c) The classification of the commercial portfolio into different groups to which they apply different variables for estimating the probability of default.

The initial cumulative effect of the change in rating methodology with respect to the commercial portfolio resulted in the recognition of loan loss reserves under the caption "Retained earnings" included in stockholders' equity in the amount of \$193,855, net of related deferred income tax. If such effects had been recognized in the income statement, the items that would have been affected and related amounts that would

have been recorded for the year ended December 31, 2014, are as follows:

	2014
<i>Consolidated Balance Sheet</i>	
Net income	<u>\$ 1,089,102</u>
<i>Consolidated statements of income</i>	
Allowance for loan losses	<u>\$ 458,381</u>
Deferred income taxes, net	<u>\$ 276,603</u>
Net income	<u>\$ 1,089,102</u>

Accounting changes -

As of January 1, 2015, the Entity adopted the following NIFs:

NIF that result in accounting changes:

NIF B-8, Consolidated or Combined Financial Statements
Bulletin C-9, Liabilities, Provisions, Contingent Assets and Liabilities and Commitments

NIF that do not result in accounting changes:

NIF B-13, Events Subsequent to the Date of the Financial Statements and Bulletin C-9, Liabilities, Provisions, Contingent Assets and Liabilities and Commitments.

NIF B-15, Conversion of Foreign Currencies

Some of the principal changes established in these standards are:

NIF B-8, *Consolidated or Combined Financial Statements*– Clarifies the criteria to be evaluated in order to identify an investment entity and indicates that given the nature of the primary activity of an investment entity, it may be difficult for such an entity to exercise control over the entities in which it has invested; therefore, an analysis should be carried out in order to conclude whether the entity exercises control over its investees.

Bulletin C-9, *Liabilities, Provisions, Contingent Assets and Liabilities and Commitments*– Clarifies and modifies the accounting treatment for liabilities arising from customer advances denominated in foreign currency. When an entity receives advance collections for sales or services denominated in foreign currency, the changes in exchange rates between the functional currency and the transaction currency do not affect the amount of the advance collection. Accordingly, the balance of the customer advances liability should not be modified as a result of such changes in exchange rates.

NIF B-15, *Conversion of Foreign Currencies* – The definition of foreign operations was modified to clarify that it not only refers to a legal entity or a cash generating unit whose operations are based on or carried out in an economic environment or currency different from those of the reporting entity, but also includes legal entities or cash generating units that operate in the same country as the reporting entity (parent or holding company), but use a currency different from that of the reporting entity.

At the date of issuance of these consolidated financial statements, the adoption of these improvements did not have a material effect on the Entity's financial information.

The significant accounting policies followed by the Company are described below:

Currency of the consolidated financial statements – The consolidated financial statements and notes as of December 31, 2015, 2014 and 2013 include balances and transactions in pesos of different purchasing power.

Recognition of the effects of inflation – Beginning on January 1, 2008, the Entity ceased recognizing the effects of inflation in its financial statements. However, non-monetary assets and liabilities and stockholders' equity include the restatement effects recognized through December 31, 2007.

Cumulative inflation rates over the three-year periods ended December 31, 2015, 2014 and 2013 were 10.18%, 11.80% and 11.8%, in each period. Accordingly, the economic environment is not inflationary in either such year and no inflationary effects were recognized in the accompanying consolidated financial statements. Inflation rates for the years ended December 31, 2015, 2014 and 2013 were 2.13%, 4.08% and 3.78%, respectively.

Translation of financial statements of subsidiaries in foreign currency – The financial statements of foreign operations are modified in the recording currency for presentation in the consolidated financial statements of the Entity. The financial statements are translated to Mexican pesos, using the following methodologies:

The foreign operations whose recording currency and functional currency are the same, translate the financial statements at the following exchange rates: 1) closing rate for assets and liabilities, 2) historical rate for stockholders' equity and 3) that of the accrual date for revenues, costs and expenses.

The effects of conversion are recorded in stockholders' equity.

Entities	Recording currency	Functional currency	Reporting currency
Creal Dallas	U.S. Dollar	U.S. Dollar	Mexican Peso
CR USA	U.S. Dollar	U.S. Dollar	Mexican Peso

Cash and cash equivalents - It consists mainly of bank deposits in checking accounts, which are presented at face value, bank deposits and equivalent in foreign currency are valued at the exchange rate issued by Banco de Mexico at year end.

Investments in securities - The Entity invests in highly liquid, readily convertible into cash and subject to insignificant risk of changes in value. The investments of the Company as of December 31, 2015, 2014 and 2013, are classified as trading securities, which are securities that are acquired with the purpose of selling them in the near term to realize gains arising from changes in market prices. The investments are initially recognized at their acquisition price, and subsequently valued at fair value using market values provided by price vendors authorized by the Commission. Changes in fair value are recorded in results of the year.

Impairment in the value of investments in securities - The Entity assesses whether the date of the consolidated balance sheet there is objective evidence that a security is impaired. A security is considered to be impaired and, therefore, a loss from impairment is incurred if, and only if, there is objective evidence of the impairment as a result of one or more events that took place after the initial recognition of the security, which had an impact on its estimated future cash flows that can be determined reliably. It is highly unlikely that one event can be identified that is the sole cause of the impairment, and it is more likely that the combined effect of different events might have caused the impairment. The expected losses as a result of future events are not recognized, regardless of how probable they are. As of December 31, 2015, 2014 and 2013, management has not identified objective evidence of impairment of any investment in security.

Transactions with derivative financial instruments - The Entity recognizes all derivative financial instruments on the balance sheet at fair value, regardless of the purpose or intent for holding them. The accounting for changes in fair value of the derivative financial instruments varies, depending on whether the derivative is considered to be a hedge for accounting purposes, and whether the hedging instrument is a fair value or a cash flow hedge, as follows:

1. Certain derivative financial instruments, although considered to be an effective hedge from an economic perspective, are not designated as hedges for accounting purposes. Such contracts are recognized in the balance sheet at fair value with changes in fair value recognized in earnings.
2. For fair value hedges, changes in the fair value of the derivative instrument and the hedged item are recognized to the income or expense line item that is affected by the hedged item.
3. For cash flow hedges, the effective portion is recognized in stockholders' equity under other comprehensive income and the ineffective portion is recognized in earnings. The unrecognized gain or loss of the hedging instrument is recognized in earnings when the hedged transaction occurs.
4. Derivatives are presented in a specific heading of assets or liabilities, depending on whether their fair value (as a result of the rights and/or obligations they may establish) refers to a debit or credit balance, respectively. Such debit or credit balances may be offset subject to compliance with the applicable criteria.

Management performs transactions with derivatives for hedging purposes using interest rate and foreign exchange swaps to cover fluctuations in both interest rates and foreign currency exchange rates. Financial assets and liabilities that are designated and qualify to be designated as hedged items and derivative financial instruments which are part of a hedging relationship are recognized in accordance with the provisions relating to hedge accounting in accordance with the provisions of Criterion B-5, Derivatives and hedging, issued by the Commission.

A hedging relationship qualifies to be designated as such when all the following conditions are met:

- Formal designation and sufficient documentation of the hedging relationship
- Coverage must be highly effective in achieving offsetting changes in fair value or cash flows attributable to the hedged risk.
- For cash flow hedges, the forecasted transaction to be covered must be highly likely to occur
- Coverage must be reliably measurable.
- Coverage must be continually evaluated (at least quarterly).

The Entity suspends hedge accounting when the derivative instrument matures, has been sold, canceled or exercised, when the derivative does not reach a high effectiveness to offset the changes in fair value or cash flows of the hedged item, or when the Entity decides to cancel the hedge designation.

The Entity formally documents all relationships between hedging instruments and hedged items, as well as its risk management objectives and strategies for undertaking various derivative transactions. The Entity's policy is not to acquire these instruments for speculative purposes.

Foreign currency transactions - Transactions denominated in foreign currencies are recorded at the exchange rate of the transaction date. Monetary assets and liabilities denominated in foreign currencies are converted into Mexican pesos at the exchange rate published by Banco de México in effect at the balance sheet date; the effect of changes in exchange rates is recorded in the income statement as profit or loss.

Performing and non-performing loan portfolio - Represents amounts granted to borrowers plus uncollected and interest which is accrued on the unpaid balance. Interest collected in advance is recognized in the income statement during the period in which it is earned.

The unpaid balance of the loans is classified as Non-performing loan portfolio when the borrower fails to pay installments under the original contractual terms and the loan is 90 days overdue. The unpaid balance of the loans considers the joint and several obligation of the distributor. The distributor is considered jointly and

severally liable with the debtors for the unpaid amounts in the non-performing loan portfolio. The joint and several obligations arise in accordance with the financial factoring contracts and executed agreements. The amount of the joint and several obligations is equivalent to the percentages of the unpaid balances determined as part of each origination. The recognition of the interest income on these loans is suspended and is only recorded as income once it is collected. For control purposes, this unrecognized interest is recorded in memorandum accounts. The Entity's policy is to write off loans that are more than 181 days overdue against the respective allowance for loan losses.

Payroll loans are originated by Directodo, Publiseg and Grupo Empresarial Maestro, under the brand names Kondinero, Credifiel and Crédito Maestro, respectively, and other independent distributors from which the Entity acquires them subsequently through financial factoring contracts in portfolio purchase transactions.

Such financial factoring contracts stipulate (i) the payment owed by the Entity (principal) of a determinable price to the distributor (agent) for the acquisition of the credit rights (the financial factoring contracts contain the formulas to determine the final price based on variable discount rates, considering the quality of the credit rights acquired, in accordance with their actual collection); (ii) the payment of the price in installments (part of the price is paid at the time the credit rights are acquired and part is paid subsequently under the terms established in the financial factoring contract); (iii) the establishment of the distributor as partial joint and several obligor, if the debtor of the credit rights acquired by the Entity does not settle the amounts owed to the Entity, under the terms established in article 419, section II of the LGTOC (for the percentage of the unpaid amount owed); and (iv) the Company's right to offset, pursuant to article 2185 of the Federal Civil Code ("CCF"), any and all amounts which are owed to it by the distributors as a result of such partial joint and several obligation, against the amounts owed by the Company to the distributor in question.

Pursuant to article 419, section II of the LGTOC, the financial factoring contracts executed by the Entity establish the partial recourse against the distributor if the debtor of the credit rights acquired by the Entity does not fulfill its respective payment obligations. Pursuant to the financial factoring contracts themselves, the distributors are considered jointly and severally liable with the debtors for the percentages defined in such contracts for any amount such amounts not paid to the Entity.

The Entity recognizes an allowance for the full amount of accrued interest on non-performing loan portfolio.

The transfer from non-performing portfolio to performing portfolio is made when the borrower achieves sustained payment on the loan and does not present any arrears. Sustained payment is achieved when three consecutive installment payments that comply with the terms of the loan are received. The advance payment of the installments is not considered as sustained payment.

Restructurings and renewals

A restructuring is a transaction which derives from any of the following situations:

- a) Extension of credit enhancements (i.e. guarantees or collateral) which cover the loan in question, or,
- b) Modifications to the original conditions of the loan or the payment scheme, which include:
 - A change in the interest rate established for the remaining term of the credit:
 - A change in currency or account unit, or
 - The granting of a payment grace period that offers temporary relief from compliance with the payment obligations under the original terms of the loan, unless such concession is granted after the conclusion of the original contractual term, in which case it will be treated as a renewal.

Restructurings do not include transactions that involve performing loans and only result in modifications to one or more of the following original conditions of the loan:

Credit enhancements: only when they involve the extension or substitution of credit enhancements for others of higher quality.

Interest rate: when the interest rate is agreed.

Currency: provided that the market exchange rates applicable to the new currency are used.

Payment date: only if the change does not mean extending or modifying the scheduled payments. The change in scheduled payments must under no circumstances permit nonpayment in any period.

A renewal occurs when the term of the loan is extended during such term or upon its maturity, or when settlement occurs using the proceeds derived from a new loan entered into among the same counterparties or when the debtor is another party that, due to common shareholders with the original debtor, has similar credit risks. Borrowings on existing lines of credit are not considered to be renewals.

Classification of loan portfolio - The loans made by the Entity to businesses or individuals with a commercial or financial business activity are classified as commercial portfolio.

The Entity classifies direct loans, including liquidity loans which do not have collateral for real property, granted to individuals, derived from credit card operations, personal loans, payroll loans, loans for the acquisition of consumer durables, including among others, auto loans and finance leasing operations carried out with individuals, as consumer credits.

Allowance for loan losses

The Entity recognizes the allowance for loan losses on commercial portfolio based on the criteria of the Commission, as follows:

Methodology for commercial loan portfolio (as of June 30, 2014)

When classifying the commercial loan portfolio, the Entity considers the Probability of Default, Severity of Loss and Exposure to Default, and also classifies the aforementioned commercial loan portfolio into different groups and establishes different variables for the estimate of the probability of default.

The amount of the allowance for loan losses of each loan will be determined by applying the following formula:

$$R_i = PI_i \times SP_i \times EI_i$$

Where:

R_i = Amount of the allowance for loan losses to be created for the nth credit.

PI_i = Probability of default of the nth credit.

SP_i = Severity of loss of the nth credit.

EI_i = Exposure to default of the nth credit.

The probability of default of each credit La (PI_i), will be calculated using the following formula:

$$PI_i = \frac{1}{1 + e^{-\frac{(500 - TotalCreditScore_i) \times \ln(2)}{40}}}$$

For purposes of the above:

The total credit score of each borrower will be obtained by applying the following:

$$TotalCreditScore_i = \alpha \times (QuantitativeCreditScore_i) + (1 - \alpha) \times (QualitativeCreditScore_i)$$

Where:

Quantitative Credit Score $_i =$ is the score obtained for the nth borrower when evaluating the risk factors.

Qualitative Credit Score $_i =$ is the score obtained for the nth borrower when evaluating the risk factors.

$\alpha =$ is the relative weight of the quantitative credit score.

Unsecured loans

The Severity of Loss (SP_i) of commercial loans which are not secured by real, personal guarantees or credit-based collateral will be:

- a. 45%, for Preferential Positions.
- b. 75%, for Subordinated Positions, in the case of syndicated loans, those which for purposes of their payment order or preference, are contractually subordinated in relation to other creditors.
- c. 100%, for credits which report 18 or more month of arrears in payment of the due and payable amount under the terms originally agreed.

The Exposure to Default of each loan (EI_i) will be determined based on the following:

- I. For disposed balances of uncommitted credit lines, which may be canceled unconditionally or which in practice permit an automatic cancellation at any time and without prior notice:

$$EI_i = S_i$$

- II. For the other lines of credit:

$$EI_i = S_i * \text{Max} \left\{ \left(\frac{S_i}{\text{AuthorizedLineofCredit}} \right)^{-0.5794}, 100\% \right\}$$

Where:

S_i : The unpaid balance of the nth credit at the classification date, which represents the amount of credit effectively granted to the borrower, adjusted for interest accrued, less payments of principal and interest, as well as debt reductions, forgiveness, rebates and discounts granted. In any case, the amount subject to the classification must not include uncollected accrued interest recognized in memorandum accounts on the balance sheet, for loans classified as non-performing portfolio.

Authorized Credit Line: the maximum authorized amount of the credit line at the classification date.

The Entity may recognize the security interest in personal or real property, personal security and credit derivatives in the estimate of the Severity of the Loss of the credits, in order to decrease the reserves derived from the portfolio classification. In any case, it may elect not to recognize the aforementioned securities if greater reserves are generated as a result. The Provisions established by the Commission are utilized for such purpose.

Consumer loan portfolio

The classification of the commercial portfolio is carried out quarterly and is calculated based on the outstanding balance as of the final day of each month, considering the classification levels of the portfolio classified at the last known quarter, restated for the modification of the risk at the close of the current month. The allowance for loan losses is calculated according to the current methodology, as explained below.

Methodology for consumer loan portfolio (as of June 30, 2014)

When classifying the consumer portfolio, the Entity considers the Probability of Default, the Severity of the Loss and Exposure to Default, while also classifying the aforementioned portfolio into different groups of risks.

As it is a non-revolving consumer credit portfolio, the calculation of the Probability of Default, Severity of the Loss and Exposure to Default, must adhere to the following:

Determination of the following items for each credit operation.

Due and payable amount: The amount payable by the borrower in the billing period in accordance with the loan agreement. For loans with weekly and half-monthly billing periods, the accumulation of previous unpaid due and payable amounts must not be included. For loans with a monthly billing period, the due and payable amount must include both the amount applicable to the month and the previous unpaid due and payable amounts, as the case may be.

Rebates and discounts may decrease the due and payable amount, only when the borrower fulfills the conditions required in the credit contract to do so.

Payment made: The amount applicable to the sum of the payments made by the borrower in the billing period.

Write-offs, reductions, waivers, rebates and discounts made to the credit or group of credits are not considered as payments. The value of this variable must be greater than or equal to zero.

Days in arrears: The number of calendar days at the classification date, during which the borrower has not fully paid off the due and payable amount under the terms originally agreed.

Total term: The number of billing periods (weekly, half-monthly or monthly) established contractually in which the credit must be settled.

Remaining term: Number of weekly, half-monthly or monthly billing periods which, as established in the contract, remain pending to settle the credit at the portfolio classification date. In the case of credits whose maturity date has elapsed without the borrower making the respective payment, the remaining period must be equal to the total term of the credit.

Original loan amount: The amount applicable to the total loan amount at the time it is granted.

Original value of the asset: The amount applicable to the value of the financed asset recorded by the borrower at the time the loan is granted. If the loan is not to finance the purchase or acquisition of an asset, the original value of the asset will be equal to the original amount of the loan. Also, the original amount of the loan may be used for loans which do not reflect the original value of the asset and were granted prior to the enactment of these provisions.

Loan balance: The unpaid balance at the classification date, which represents the amount of the loan granted to the borrower, adjusted for accrued interest, less payments for financed insurance coverage, collections of principal and interest, and any applicable reductions, waivers, rebates and discounts granted.

In any case, the amount subject to the classification must not include uncollected accrued interest, recognized in memorandum accounts on the balance sheet for loans classified as non-performing portfolio.

Type of loan: Personal loans include those that are collected by the Entity through any means of payment other than from the payroll account.

The recognition of the allowance for loan losses on the non-revolving consumer loan portfolio are based on outstanding balances as of the final day of each month.

The Entity determines the percentage used to determine the allowances to be created for each loan, which will be the result of multiplying the Probability of Default by the Severity of the Loss.

$$R_i = PI_i \times SP_i \times EI_i$$

Where:

R_i = Amount of reserves to be established for the nth credit.

P_i = Probability of Default on the nth credit.

SP_i = Severity of the Loss on the nth credit.

E_i = Exposure to Default of the nth credit.

The Probability of Default of the non-revolving consumer loan portfolio whose Billing Periods are monthly or when involving loans with a single payment at maturity, as follows:

a) If $ATR_i^M \geq 4$ then $P_i^M = 100\%$

b) If $ATR_i^M < 4$ then:

$$P_i^M = \frac{1}{1 + e^{-[-0.5753 + 0.4058 ATR_i^M + 0.7623 VECE_i^M - 4.1891 \%PAGO_i^M + 0.9982 PER_i^M]}}$$

Where:

P_i^M = Monthly Probability of Default or the nth credit.

ATR_i^M = Number of Arrears observed at the calculation date of reserves, which is obtained by applying the following formula:

$$\text{Number of Monthly Days in Arrears} = \left(\frac{\text{Days in Arrears}}{30.4} \right)$$

When this number is not complete, it will take the value of the immediately higher complete number.

$VECE_i^M$ = Number of times that the borrower pays the original value of the asset or, if there is no financed asset, the number of times that the borrower pays the original amount of the loan. This number will be the coefficient resulting from dividing the sum of all the scheduled payments at the time of origination, by the original value of the asset.

If the payments of the loan include a variable component, the Entity's best estimate will be used to determine the value of the sum of all the scheduled payments to be made by the borrower. The value of such sum cannot be less than or equal to the original amount of the credit.

$\%PAGO_i^M$ = Average Percentage which the payment made represents of the due and payable amount in the last four monthly billing periods at the calculation date. The average must be obtained after having calculated the payment as a percentage of the due and payable amount for each of the most recent four monthly billing periods at the calculation date of the reserves. If less than four monthly billing periods have elapsed at the calculation date of the reserves, the percentage of those monthly billing periods remaining needed to comprise four billing periods will be 100% for purposes of calculating this average, so that the variable of this calculation element will always be obtained using the average of four monthly percentages.

The Severity of the Loss (SP) for the non-revolving consumer loan portfolio will be 65%, provided that the element ATR_i^M does not exceed 9. Otherwise, an SP of 100% is determined.

The Exposure to Default (E_i) of each loan from the non-revolving consumer loan portfolio will be equal to the Loan Balance (S_i).

Loan portfolio acquisitions - On the acquisition date of the loan portfolio, the contractual value of the acquired portfolio is recognized and classified in accordance with the type of portfolio acquired. Any difference between the acquisition price and the contractual values are recorded as follows:

- a) When the acquisition price is lower than its contractual value, a gain is recognized in "Other revenues from operations" up to the amount recognized as allowance for loan losses, with the remaining difference recognized as a deferred credit, which will be recognized as the loan is amortized;

recognized which will be recognized as the collections are made according with the proportion which these represent in the credit contract;

- c) For revolving loans, such difference will be recognized directly to results of the year on the acquisition date.

Other accounts receivable, net – Represents amounts owed to the Entity but not included in the loan portfolio and includes recoverable taxes, amounts paid to distributors and the amounts to be received from the distributors, interest accrued in a period before the first repayment of the loan, other debtors, as well as allowances for bad debts on these accounts. The amounts paid or to be received from the distributors are comprised of both (a) the amounts related to the distributor's jointly and severally liable for the amounts not paid by the debtors established in the financial factoring contracts, which are in non-performing portfolio and (b) the advances applicable to the distributor established in the financial factoring contract.

This items is also comprised of balances that are aged less than 90 days from initial recognition. Balances older than 90 days are reserved in full against income, regardless of their chances of recovery or the collection process for such assets.

Furniture and equipment, net – Furniture and equipment is recorded at acquisition cost. Depreciation and amortization are calculated using a percentage based on the economic useful life of the assets.

Investments in subsidiaries - Permanent investments in entities in which they have control, are initially recognized based on the net fair value of identifiable assets and liabilities of the entity at the date of acquisition. This value is adjusted after the initial recognition of the corresponding portion of both the comprehensive income or loss of the subsidiary and the distribution of earnings or capital reimbursements thereof. When the fair value of the consideration paid is greater than the value of the investment in the subsidiary, the difference represents goodwill, which is presented as part of the same investment.

When the fair value of the consideration paid is less than the value of the investment, the latter is adjusted to the fair value of the consideration paid. If impairment indicators are present investments in subsidiaries are tested for impairment.

Other permanent investments – Permanent investments made by the Entity over which control, joint control or significant influence are not exercised are recorded at acquisition cost.

Goodwill: The excess of cost over the fair value of the shares of subsidiaries at the date of acquisition is not amortized and is subject to impairment tests at a minimum, on an annual basis.

Impairment of long-lived assets in use – The Entity makes an impairment tests for the long-lived assets in use when an impairment indicator suggests that such amounts might not be recoverable, considering the greater of the present value of future net cash flows or the net sales price upon disposal. Impairment is recorded when the book value exceeds the greater of the aforementioned amounts.

Income taxes – Income tax ("ISR") is recorded in the result of the year in which it is incurred. The Entity records deferred taxes by comparing accounting and tax basis of assets and liabilities. The resulting deductible and taxable temporary differences are multiplied by the tax rate expected to be in effect when such items reverse.

Employee Benefits – They are those granted to personnel and / or their beneficiaries in return for services rendered by the employee including all kinds of remuneration accrues as follows:

- I. Direct benefits to employees – They are assessed in proportion to the services provided, considering their current salaries and liability is recognized as it accrues. It includes mainly the Employee Profit Sharing ("PTU"), compensated absences, such as vacation and vacation premiums, and incentives.
- II. Employee benefits from termination, retirement and other The liability for seniority premiums and termination of the employment relationship are recognized as they accrue and are calculated by

independent actuaries based on the method of projected unit credit using nominal interest rates, as indicated in Note 16 to the consolidated financial statements.

- III. Employee participation in profits - PTU is recorded in income for the year in which it is incurred and presented under the heading of "Administrative expenses" in the income statement.

Other assets, net - Are represented mainly by fees and expenses required financing activities as bank lines of credit and debt issues in the market that are amortized according to the term of the related contract, ISR, advance to third parties and other intangible assets. Intangible assets are classified as definite and indefinite useful life, the amortization of intangible assets is calculated using the straight-line method over the remaining life and are subject to impairment tests. Within this category in other assets short and long term car inventory is presented. Vehicles are initially recognized at acquisition value. The acquisition value of vehicles, including the costs have been incurred initially to be acquired and subsequently incurred to replace or increase its service potential. The repair and maintenance costs are recognized in the income statement as incurred.

Notes payable (Certificados Bursátiles), bank loans and other loans - Include financial liabilities from the issuance of debt financial instruments in the stock market and bank loans and other agencies, which are recorded at the value of the contractual obligation to represent and includes accrued interest related to the debt. In the case of foreign currency obligations these are valued at the exchange rate on the last day of the exercise. Accrued interest is recorded in the income statement under "Interest expense".

Senior notes - They include financial liabilities from the issuance of financial instruments of unsecured debt securities in US dollars, listed on the Luxembourg Stock Exchange. These notes are aimed at institutional investors under Regulation 144A (CUSIP 22547AAA9) and under Regulation S (CUSIP P32506AA8) of the Securities Act of 1933 of USA. The value of the Senior Notes at year-end is estimated considering the exchange rate on the last day of the exercise and the valuation of the primary position using the same consideration valuation Instrument Cross Currency Swaps ("CCS") and accrued interest.

Sundry creditors and other payables - They are represented mainly by disposals of portfolio and Value Added Tax ("VAT") derived from portfolio purchases to various distributors pending payment.

Provisions - When the Entity has a present obligation as a result of a past event, which will probably result in the use of economic resources and that can be reasonably estimated, a provision is recognized.

Financial margin - The net interest margin of Entity consists of the difference resulting from total interest income less interest expense.

Recognition of interest income - Interest income is determined by applying the applicable interest rate to the outstanding principal balance during the reporting period.

The accrual of interest is suspended when an outstanding loan balance is deemed to be overdue and is recorded as non-performing portfolio. Interest on non-performing loans is recognized as collected.

When installment payments are received on overdue repayments which include principal and interest, they are first applied to the oldest interest.

Interest income recognized by the Entity refers exclusively to the Entity's share and, accordingly, excludes the share applicable to the distributors. Pursuant to the agreements executed, the Entity shares with each distributor the credit risk and the revenues generated on the loans originated by the distributor. The distributor is responsible for servicing the loan and covering all of the operating expenses related to the portfolio that it originates.

Interest expenses - They are recorded as accrued in accordance with contracts made are recorded in the income statement monthly.

Statements of cash flows– The cash flows statement presents consolidated Entity's ability to generate cash and cash equivalents, as well as how the entity uses those cash flows to meet your needs. The preparation of the cash flow statement is performed on the indirect method, based on the net income for the period based on the provisions of Criterion D-4, cash flow statements, the Commission.

Memorandum accounts (view Note 22)

Loan commitments – The balance represents irrevocable letters of credit and unused credit lines.

Uncollected interest accrued on non-performing portfolio– They represent accrued interest recognized in the income statement, because it loans classified as non-performing loans.

4. Cash and cash equivalents

As of December 31, 2015, 2014 and 2013, were as follows:

	2015	2014	2013
Banks:			
National currency	\$ 72,532	\$ 53,778	\$ 126,915
Foreign currency	<u>48,308</u>	<u>-</u>	<u>-</u>
	<u>\$ 120,840</u>	<u>\$ 53,778</u>	<u>\$ 126,915</u>

5. Investments in securities

As of December 31, 2015, 2014 and 2013, investments in securities were as follows:

	<u>2015</u>		
	Amount invested	Rate	Amount
Commercial paper (a)	\$ 129,641	7.5%	\$ 131,226
Bank promissory notes (b)	<u>411,836</u>	3.38%	<u>412,040</u>
Total securities available for sale	<u>541,477</u>		<u>543,266</u>
Total investments in securities	<u>\$ 541,477</u>		<u>\$ 543,266</u>
	<u>2014</u>		
	Amount invested	Rate	Amount
Commercial paper (a)	\$ 39,165	10.25%	\$ 41,540
Bank promissory notes (b)	<u>1,209,646</u>	1.65%	<u>1,209,661</u>
Total securities available for sale	<u>1,248,811</u>		<u>1,251,201</u>
Total investments in securities	<u>\$ 1,248,811</u>		<u>\$ 1,251,201</u>
	<u>2013</u>		
	Amount invested	Rate	Amount
Commercial paper (a)	\$ 36,034	10.25%	\$ 38,776
Bank promissory notes (b)	<u>607,381</u>	3.06%	<u>607,403</u>
Total securities available for sale	<u>607,381</u>		<u>607,403</u>
Total investments in securities	<u>\$ 643,415</u>		<u>\$ 646,179</u>

- (a) Investments in US dollar-denominated negotiable securities are composed of investment grade corporate debt instruments traded in international markets, maturing in April, 2016, with limited

liquidity, and risk proportionally tied to the issuer and the exchange rate.

As of December 31, 2015, 2014 and 2013, investments in marketable securities denominated in U.S. dollars amounts to \$131,226, \$41,540 and \$38,776, respectively.

- (b) (b) Investments in bank paper and government paper consist of bank debt in Mexican pesos, whose maturities range from one to 31 days and which at December 2015, 2014 and 2013 amount to \$411,190, \$534,510 and \$487,754, respectively. Also, the Entity held one-day investments in bank paper denominated in U.S. dollars in the amount of MXP\$850, MXP\$675,151 and MXP\$119,649 as of December 31, 2015, 2014 and 2013, respectively.

6. Derivative financial instruments

For trading purposes

Cross Currency Swap y Currency Option (CCS & CP)

On December 4, 2014, the Entity entered into a Derivative Financial Instrument (“IFD”) with Barclays Bank México S.A. (“Barclays”) for a syndicated line of credit of \$74,000 US Dollars, contracted on December 5, 2014, and maturing on December 5, 2016. At the year-end 2015, the balance of this loan is 20,000 US Dollars. This hedge instrument is used to significantly reduce the market risk in which our primary position is exposed for foreign exchange fluctuations and changes in interest rates.

For accounting purposes, given that there is a put option on the hedge, it has been designated as held for trading purposes, and changes in the fair value are recorded in results of the period. For this option, the Entity is exposed to risk if the exchange rate US dollar exchange rate exceeds \$17.00 pesos per US Dollar.

Operating characteristics (In Mexican Pesos):

Characteristics of CCS	Barclays	Option Details	Barclays
Currency A:	Dollar (USD)	Style of option:	European
Currency B:	Pesos (MXN)	Type of option	USD Call / MXN Put
Required to pay floating rate amounts in currency A:	CR	Currency and amount of Call:	USD 20,000
Required to pay fixed rate amounts in currency B:	Barclays	Currency and amount of Put:	MXN \$282,520
Transaction date:	December 4, 2014	Strike:	\$17.00
Reference exchange amount in both currencies:	At the beginning and at Maturity	Maturity Date:	December 5, 2016
Start date:	December 5, 2014	Day of payment	December 5, 2014
Maturity date:	December 5, 2016	Premium:	-
A currency settlement date A:	USD 20,000	Market value MXN (thousands)	\$ (13
A currency settlement date B:	MXN \$282,520	Market value USD (thousands)	\$
Fixed rate for the amount in currency B for the first period:	\$14.1260 MXN per USD	Style of option:	\$ -
Floating rate for currency A: Spread	USD LIBOR BBA 4.75%		
Fraction for the count of days applicable to the fixed rate for amounts in foreign currency A:	Actual/360		
A currency payment dates A:	The 31th of each month after December 31, 2014		
A currency settlement date A:	December 5, 2016		
A currency payment dates B:	Every 28 days from December 31, 2014		
Floating or fixed rate for currency B:	2.92%		
Fraction for the count of days	Actual/360		

applicable to floating or fixed rate amounts in currency B:		
Market value MXN (thousands)	\$	61,807
Market value USD (thousands)	\$	3,583
Collateral MXN	\$	-

On April 13, 2015, the Entity entered into a derivative financial instrument with Credit Suisse AG, Cayman Islands Branch ("CS"), for a syndicated loan of US \$100,000, contracted April 14, 2015, which will mature on April 14, 2017. This hedge instrument is used by the Entity to significantly reduce the market risks to which its primary position is exposed arising from exchange fluctuations and interest rate variations.

Due to the fact that the instrument includes a put option, the Entity has designated the financial instrument trading instrument for accounting purposes recognizing the changes in fair value in results of the period.

Operating characteristics (In Mexican Pesos):

Characteristics of CCS	Credit Suisse	Option Details	Credit Suisse
Currency A:	Dollar (USD)	Style of option:	European
Currency B:	Pesos (MXN)	Type of option	USD Call / MXN Put
Required to pay floating rate amounts in currency A:	CR	Currency and amount of Call:	USD 100,000
Required to pay fixed rate amounts in currency B:	Credit Suisse	Currency and amount of Put:	MXN \$1,535,000
Transaction date:	April 13, 2015	Strike:	\$17.00
Reference exchange amount in both currencies:	At the beginning and at Maturity	Maturity Date:	April 14, 2017
Start date:	April 14, 2015	Day of payment	April 14, 2015
Maturity date:	April 14, 2017	Premium:	-
A currency settlement date A:	USD 100,000	Market value MXN (thousands)	\$ (101,562)
A currency settlement date B:	MXN \$1,535,000	Market value USD (thousands)	\$ (5,888)
Fixed rate for the amount in currency B for the first period:	\$15.3500 MXN per USD	Collateral MXN	\$ -
Floating rate for currency A: Spread	USD LIBOR BBA 6.10%		
Fraction for the count of days applicable to the fixed rate for amounts in foreign currency A:	Actual/360		
A currency payment dates A:	The 14th day of each month after July 14, 2015		
A currency settlement date A:	April 14, 2017		
A currency payment dates B:	Every 28 days from May 14, 2015		
Floating or fixed rate for currency B:	3.03%		
Fraction for the count of days applicable to floating or fixed rate amounts in currency B:	Actual/360		
Market value MXN (thousands)	\$ 250,660		
Market value USD (thousands)	\$ 14,532		
Collateral MXN	\$ -		

On July 2, 2015, the Entity entered into an interest rate and exchange rate swap (Cross Currency Swap) with Bank Morgan Stanley (France) SAS ("Morgan") for US \$75,000 at an exchange rate of MX \$14.50 per US \$1.00 at a fixed rate of 6.30%, to hedge a portion of the senior note maturing in 2019, with a starting date of March 13, 2014 and maturity on March 13, 2019. The Entity also contracted an exchange rate option (collar) with the purchase of a put at \$14.50 and the sale of a call at \$20 in the final swap. As the instrument includes a put option on the hedge, the Entity has designated the financial instrument as a trading instrument for accounting purposes, and records the changes in fair value in results of the period.

Operating characteristics (In Mexican Pesos):

Characteristics of CCS	Morgan Stanley	Option Details	Morgan Stanley
Currency A:	Dollar (USD)	Style of option:	European
Currency B:	Pesos (MXN)	Type of option	USD Call / MXN Put
Required to pay floating rate amounts in currency A:	CR	Currency and amount of Call:	USD 75,000
Required to pay fixed rate amounts in currency B:	Morgan Stanley	Currency and amount of Put:	MXN \$1,087,500
Transaction date:	March 13, 2015	Floor Rate:	\$14.50
Reference exchange amount in both currencies:	At the beginning and at Maturity	Cap Rate:	\$20.00
Start date:	July 2, 2015	Maturity Date:	March 13, 2019
Maturity date:	March 13, 2019	Day of payment	July 2, 2015
A currency settlement date A:	USD 75,000	Premium:	-
A currency settlement date B:	MXN \$1,087,500	Market value MXN (thousands)	\$ (86,743)
Fixed rate for the amount in currency B for the first period:	\$14.5000 MXN per USD	Market value USD (thousands)	\$ (5,028)
Floating rate for currency A: Spread	USD LIBOR BBA 7.50%	Collateral MXN	\$ -

Characteristics of CCS	Morgan Stanley
Fraction for the count of days applicable to the fixed rate for amounts in foreign currency A:	Actual/360
A currency payment dates A:	The 13th day of each month after September 13, 2015
A currency settlement date A:	March 13, 2019
A currency payment dates B:	Every 28 days from July 2, 2015
Floating or fixed rate for currency B:	6.30%
Fraction for the count of days applicable to floating or fixed rate amounts in currency B:	Actual/360
Market value MXN (thousands)	\$ 405,948
Market value USD (thousands)	\$ 23,535
Collateral MXN	\$ -

Hedging purposes

The Entity's management has established a policy to contract financial derivatives for the purpose of hedging the risks inherent to exposure in foreign currency (exchange rate) generated by contracting debt instruments in a currency other than the Mexican peso, and by interest rate risk.

The derivatives designated as hedges recognize the changes in valuation based on the type of hedge in question: (1) when they are fair value hedges, the fluctuations of both the derivative and the hedged item are valued at fair value and are recognized in results; (2) when they are cash flow hedges, the effective portion of the result of the hedge instrument is recognized in stockholders' equity as part of the other items in comprehensive income, and the ineffective portion of the result of the hedge instrument is recognized immediately in results of the period.

Furthermore, the fair value of the debt in foreign currency is recognized on the balance sheet and changes in this

debt are recognized in the income statement.

Changes in the fair value of financial derivatives and changes in the fair value of the debt are recognized in net interest income. The valuation of the financial derivatives and primary position considers valuation techniques widely accepted in the financial services industry.

At the end of 2015, prospective and retrospective effectiveness tests show that the hedge has been highly effective. As of December 31, 2015, the carrying amount of \$ 2,112,818 was included in derivative financial instruments reflecting the fair value of these instruments.

Deposits given to the counterparty in accordance with margin calls are presented and measured at fair value within the category of restricted funds available. In addition there are credit lines to cover margin calls. The Entity analyzes the risk cover margin calls in excess of the credit lines contracted value.

As December 31, 2015, due to the appreciation of the US dollar they presented no margin calls, thus not have granted financial assets as collateral. At the end of 2014 they were not restricted availabilities margin calls. The Entity has mechanisms and committees to measure risk management and ensure proper management.

Interest rate swap

Two interest rate swaps will have contracted, in order to fix the interest rate for two of the issued medium-term notes (*certificados bursatiles*).

Operating characteristics (In Mexican Pesos):

Characteristics	Morgan Stanley	Barclays	Deutsche Bank
Notional:	\$500,000	\$250,000	\$250,000
Currency:	MXN	MXN	MXN
Required to pay fixed rate:	Crédito Real	Crédito Real	Crédito Real
Required to pay floating rate:	Morgan Stanley	Barclays	Deutsche Bank
Transaction date:	December 2, 2013	October 14, 2015	October 14, 2015
Start date:	December 13, 2013	October 15, 2015	October 9, 2015
Maturity date:	March 31, 2016	March 23, 2018	March 23, 2018
Fixed rate:	4.39%	6.4050%	6.38%
Floating rate:	TIE	TIE	TIE
Fraction for the count of days applicable to floating or fixed rate:	Actual/360	Actual/360	Actual/360
Interest payment dates:	Every 28 days from January 9, 2014.	Every 28 days from November 6, 2015	Every 28 days from November 6, 2015
Market value MXN (miles)	\$ (1,003)	\$ (643)	\$ (642)
Collateral MXN (miles)	\$ -	\$ -	\$ -

These rate swap contracts allow the Entity to set interest rates, knowing with certainty the interest payment flow for debt.

On October 9, 2015, the Entity carried out the total payment of the securitized certificate with ticker symbol creal-12, starting on July 20, 2012 and maturing on October 9, 2015. Consequently, an interest rate swap was paid with Bank Morgan Stanley (France) SAS (“Morgan”) for MX \$500 million at a fixed rate of 7.000%, to cover such securitized certificate.

On October 14, 2015, the Entity contracted with Barclays Bank México, S.A. (“Barclays”), an interest rate swap for MX \$250 million at a fixed rate of 6.4050%, to cover part of the securitized certificate with ticker symbol creal-15, starting on October 9, 2015 and maturing on March 23, 2018.

On October 14, 2015, Crédito Real contracted with Deutsche Bank México, S.A., Institución De Banca Múltiple (“DB”), an interest rate swap for MX \$250 million at a fixed rate of 6.3800%, to cover part of the securitized certificate with ticker symbol creal-15, starting on October 9, 2015 and maturing on March 23, 2018.

The Entity uses derivative financial instruments for hedging purposes to manage risks related to fluctuations in exchange rates and interest rates applicable to the issuance of the Senior Notes with yield 7.50% Notes due 2019 and for the bank debt denominated in US dollars. In addition, the Entity has contracted interest rate swaps in order to fix the interest rate of two of the medium-term emissions has outstanding and previously found floating rate.

The intent of derivative financial instruments for hedging purposes is to cover the risks described above by cash flow hedges, over the term of the hedges.

Cross Currency Swaps (“CCS”)

The entity has hired two CCS for Senior Notes maturing in 2019, with two financial institutions; (1) Barclays Bank Mexico, S.A. (“BARCLAYS”), (2) Deutsche Bank Mexico, S.A. Institución de Banca Múltiple (“DB”).

As of December 31, 2015, the CCS instruments contracted are as follows:

Description	BARCLAYS (1)	DEUTSCHE BANK (2)
Currency A:	Dollars (USD)	Dollars (USD)
Currency B:	Pesos (MXN)	Pesos (MXN)
Obligated to pay fixed rate for amounts in currency A:	BARCLAYS	DB
Obligated to pay floating or fixed rate for amounts in currency B:	Crédito Real	Crédito Real
Date of transaction:	March 27, 2014	March 27, 2014
Swap reference amount in both currencies:	At the start and at maturity	At the start and at maturity
Starting date:	March 13, 2014	March 13, 2014
Maturity date:	March 13, 2019	March 13, 2019
Reference amount in currency A:	USD 150,000	USD 150,000
Reference amount in currency B:	MXN \$2,175,000	MXN \$2,175,000
Exchange rate used to calculate reference amount in currency B:	\$14.5000 MXN per USD	\$14.5000 MXN per USD
Fixed rate for amounts in currency A:	7.50%	7.50%
Fraction for counting of days applicable to fixed rate for amounts in currency A:	30/360	30/360
Payment dates currency A:	Every six months beginning September 13, 2014	Every six months beginning September 13, 2014
Settlement date currency A:	March 13, 2019	March 13, 2019
Payment dates currency B:	Every 28 days beginning on April 10, 2014.	Every 28 days beginning April 10, 2014.
Fixed rate for an amount in currency A for the first period:	7.50%	7.50%
Floating or fixed rate for amounts in currency B:	7.16%	7.18%
Fraction for counting of days applicable to floating rate for amounts in currency B:	Current/360	Current/360
Market value MXN (thousands)	\$ 755,499	\$ 754,187
Market value USD (thousands)	\$ 43,800	\$ 43,724
Collateral MXN (thousands)	\$ -	\$ -

The exchange rate as of December 31, 2015 is \$17.2487.

On April 14, 2015, the CCS matured for the Senior Note maturing in 2015 with Bank of América México, S.A. Institución de Banca Múltiple, Grupo Financiero Bank of América (“BOFA”), for the amount of US \$26,262.

On July 2, 2015, the Entity canceled a Cross Currency Swap with Bank Morgan Stanley (France) sas (“Morgan”), for US \$75,000 with an exchange rate of MX \$13.13 per US \$1.00 at the THIE rate + 529.5 basis points, which covered part of the senior note maturing in 2019, starting March 13, 2014 and maturing March 13, 2019.

These instruments enable the Entity to establish the exchange rate to be used for the payment of the debt in US dollars on the date of maturity. When contracting loans in foreign currency, the hedge contracted enables the exchange risk to be adequately managed.

The CCS hedge contract also includes the interest rate swap on the debt. Based on the CCS contracted, the Entity delivers to its counterparty a variable rate plus a surcharge in Mexican pesos and the counterparty delivers a fixed rate in US dollars. The flow of the swaps takes place every 28 days for the Entity while for the counterparty it is semiannually, according to the coupon cut-off of the debt in US dollars. During the term of the CCS, the Entity delivers the interest calculated using variable and fixed rates in local currency based on the periodicity established, and the counterparty delivers the interest calculated using the fixed rate in dollars based on the periodicity established.

By contracting the CCS, the Entity has hedged the risk of a devaluation of the Mexican peso against the US dollar, and is exposed to the risk of an appreciation of the Mexican peso against the US dollar. With regard to interest rate risk, by contracting the CCS the Entity is exposed to the risk of variances in the Interbank Interest Rate (TIIE) in the contracts which include a floating rate.

Formal hedge documentation -

Once cash flow and fair value hedges are structured, the Entity prepares an individual file for each transaction containing the following documentation:

- The strategy and objective of the Entity's risk management, as well as the rationale that lead the decision to carry out the hedging operation.
- The specific risk or risks to be hedged.
- Hedge structure identifying the derivative financial instruments contracted for hedging purposes and the item generating the hedged risk.
- Definition of the elements composing the hedge, its objective and a reference to the effectiveness valuation method.
- Contracts for the hedged item and hedging instrument, as well as confirmation from the counterparty.
- Periodic hedge effectiveness tests performed on a prospective basis regarding its estimated future behavior and on a retrospective basis, concerning its past behavior. These tests are applied at least at the end of each quarter, according to the valuation method defined when creating the hedge files.

Risk management

The Entity has segregated risk evaluation and management under the following headings:

Credit risk: The credit risk refers to the risk whereby a customer or counterparty defaults on its contractual obligations, thus resulting in a financial loss for the Entity.

Market risk: the income volatility resulting from market changes that affect the evaluation of active or passive transaction positions such as interest rates and exchange rates.

Liquidity risk: the loss potentially generated by the Entity's inability to renew its liabilities or contract others under normal conditions.

Counterparty credit risk

The Entity manages the credit risk generated by its derivatives portfolio by only performing transactions with recognized counterparties with an investment-grade rating.

At December 31, 2015, the Entity maintains a position composed by derivative financial instruments based on foreign currency swaps that represent an asset for it. The total potential loss expected from this type of derivative financial instrument is \$2,112,818.

Sensitivity analysis

The Entity performed a sensitivity analysis so as to forecast situations that could result in extraordinary losses as regards the valuation of the derivative financial instruments composing its position at the December 2015 close.

A derivatives sensitivity analysis is performed by considering the following elements:

Estimate the surplus value or shortfall of the securities valuation in the event of:

- An increase of +1 peso in the MXN/USD exchange rate
- A decrease of -1 in the MXN/USD exchange rate
- An increase of +100 interest rate basis points
- A decrease of -100 interest rate basis points

Sensibility of foreign currency

Trading Derivatives	+1 exchange rate	-1 exchange rate
Foreign currency swap	\$ 215,464	\$ (215,464)
Foreign currency option	\$ (129,451)	\$ 129,451
Hedging derivatives fair value		
	+1 exchange rate	-1 exchange rate
Foreign currency swap	\$ 357,053	\$ (357,053)

Interest Rate Sensitivity

Hedging derivatives fair value	+1 exchange rate	-1 exchange rate
Interest rate swap	\$ (133)	\$ 133

If any of the sensitivity scenarios detailed in the above table actually arise, the losses generated by derivative instruments held for trading purposes and fair value hedges will directly affect the statement of income, while cash flow hedges will affect the Entity's capital.

Maturity analysis

An analysis of future obligations resulting from derivative financial instruments is detailed below:

Although foreign currency swaps represent active positions at December 31, 2015, the Entity has decided to present undiscounted future cash flows that represent a liability based on their maturity.

	2015	2016	2017	2018	2019
Foreign currency swaps	\$ 52,609	\$ 332,803	\$ 247,484	\$ 146,710	\$1,993,518
Interest rate Swaps	\$ -	\$ (2,993)	\$ 4,495	\$ 1,812	\$ -

7. Loan Portfolio

At December 31, 2015, 2014 and 2013, the loan portfolio was comprised as follows:

	2015	2014	2013
Loan portfolio -			
Commercial portfolio	\$ 20,793,043	\$ 19,400,536	\$ 15,478,832
Consumer portfolio	<u>1,486,896</u>	<u>-</u>	<u>-</u>
Performing loan portfolio	22,279,939	19,400,536	15,478,832
Less-			
Interest pending accrual on factoring operations	(5,069,765)	(5,844,153)	(5,186,136)
Other guarantees	<u>(16,624)</u>	<u>(12,116)</u>	<u>(27,697)</u>
Performing Loan Portfolio	17,193,550	13,544,267	10,264,999
Non-performing loan portfolio	<u>416,089</u>	<u>260,638</u>	<u>158,476</u>
Loan Portfolio	17,609,639	13,804,905	10,423,475
Less-			
Allowance for loan losses	<u>(485,506)</u>	<u>(420,131)</u>	<u>(203,218)</u>
Performing Loan Portfolio, net	<u>\$ 17,124,133</u>	<u>\$ 13,384,774</u>	<u>\$ 10,220,257</u>

At the end of December 2015, 2014 and 2013, \$1,233,350, \$1,474,378 and \$1,522,175, respectively, of the loan portfolio is pledged to guarantee certain credit facilities.

The portfolio is comprised of 619,000, 531,000 and 476,000 customers at the end of 2015, 2014 and 2013, respectively.

The average loan balance is \$28, \$26 and \$21.9 at December 31, 2015, 2014 and 2013, respectively, with an average term of 34, 32 and 31 months, respectively.

The interest income recognized by the Entity refers exclusively to the Entity's participation and, accordingly, excludes the participation applicable to the distributors. In accordance with the executed agreements, the Entity shares with the distributor the credit risk and the revenues generated by the loans originated by the distributor. The distributor is responsible for servicing the loans and covering all the operating expenses related to the portfolio that it originates.

At December 31, 2015, the performing loan portfolio that has a balance with at least one day of aging is as follows:

	0 to 30	31 to 60	61 to 90	Total
Commercial loan	\$ 14,262,018	\$ 998,469	\$ 446,166	\$ 15,706,653
Consumer loan	<u>1,442,259</u>	<u>16,513</u>	<u>28,125</u>	<u>1,486,897</u>
	<u>\$ 15,704,277</u>	<u>\$ 1,014,982</u>	<u>\$ 474,291</u>	<u>\$ 17,193,550</u>

At December 31, 2015, the non-performing loan portfolio that has balance with at least once day of aging is as follows:

91 to 180	
Commercial loan	\$ 393,849
Consumer loan	<u>22,240</u>
	<u>\$ 416,089</u>

The loan portfolio by geographic is as follows (millions of Mexican pesos).

During 2015, the loan portfolio increased significantly due to the placement of direct commercial loans through the Entity's sales force and financial factoring transactions performed with three of its main distributors, Directodo, Publiseg and Grupo Empresarial Maestro. The placement of these principal distributors and the direct credits represented 84.1% of the Entity's pay roll credit placement during 2014 and 2013, below shows the loan portfolio by geographical region (in million pesos):

Federal Entity	2015		(Unaudited) 2014		2013	
	Loan Amount ⁽¹⁾	% of the portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of the portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of the portfolio ⁽²⁾
Aguascalientes	\$ 133.0	0.8%	\$ 96.4	0.7%	\$ 84.0	0.8%
Baja California Norte	201.9	1.2%	155.3	1.1%	130.8	1.3%
Baja California Sur	62.2	0.4%	56.1	0.4%	42.2	0.4%
Campeche	305.3	1.7%	247.3	1.8%	156.6	1.5%
Chiapas	866.6	5.0%	647.2	4.7%	412.3	4.0%
Chihuahua	251.2	1.4%	233.5	1.7%	220.1	2.1%
Coahuila	175.2	1.0%	94.5	0.7%	86.0	0.8%
Colima	60.0	0.3%	79.1	0.6%	50.2	0.5%
Durango	100.3	0.6%	67.5	0.5%	52.2	0.5%
Estado de México	1,502.1	8.5%	1,376.7	10.0%	964.2	9.2%
Guanajuato	460.9	2.6%	449.9	3.3%	283.1	2.7%
Guerrero	956.7	5.4%	1,267.6	9.2%	890.5	8.5%
Hidalgo	347.7	2.0%	326.2	2.4%	275.4	2.6%
Jalisco	568.0	3.2%	477.2	3.5%	327.2	3.1%
Michoacán	359.4	2.0%	357.5	2.6%	263.2	2.5%
Morelos	209.7	1.1%	244.2	1.8%	193.4	1.9%
Nayarit	108.0	0.6%	105.2	0.8%	70.6	0.7%
Nuevo León	303.1	1.8%	170.2	1.2%	104.7	1.0%
Oaxaca	1,684.0	9.6%	1,522.9	11.0%	1,042.3	10.0%
Puebla	319.1	1.8%	260.7	1.9%	309.0	3.0%
Querétaro	87.7	0.5%	88.4	0.6%	66.0	0.6%
Quintana Roo	162.5	0.9%	179.2	1.3%	150.7	1.4%
San Luis Potosí	382.7	2.1%	357.4	2.6%	242.5	2.3%
Sinaloa	300.4	1.7%	244.7	1.8%	152.4	1.5%
Sonora	269.9	1.5%	237.0	1.7%	160.6	1.5%
Tabasco	515.3	2.9%	449.6	3.3%	341.6	3.3%
Tamaulipas	400.3	2.3%	312.1	2.3%	246.9	2.4%
Tlaxcala	171.5	1.0%	255.8	1.9%	196.5	1.9%
Veracruz	1,472.6	8.3%	832.8	6.0%	560.4	5.4%
Yucatán	209.6	1.2%	144.8	1.0%	188.8	1.8%
Zacatecas	102.2	0.6%	104.1	0.8%	100.6	1.0%

Federal Entity	2015		(Unaudited) 2014		2013	
	Loan Amount ⁽¹⁾	% of the portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of the portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of the portfolio ⁽²⁾
Distrito Federal	2,982.4	17.0%	2,191.7	15.9%	1925.2	18.5%
Others	<u>1,578.1</u>	<u>9.0%</u>	<u>172.1</u>	<u>0.90%</u>	<u>133.2</u>	<u>1.3%</u>
Total	<u>\$ 17,609.6</u>	<u>100%</u>	<u>\$ 13,804.9</u>	<u>100%</u>	<u>\$ 10,423.4</u>	<u>100%</u>

(1) Includes accrued interest.

(2) The percentage of the portfolio represents the amount of the respective credit category by geographical region, divided by the total credit portfolio.

The loan portfolio in arrears by more than 90 calendar days and up to 180 calendar days at the end of December 2015, 2014 and 2013 is \$687,168, \$487,683 and \$290,024, respectively. Furthermore, the joint and several liability of the distributor on overdue loans as of that date \$271,078, \$227,223 and \$131,548, and is presented under the heading of other accounts receivable. Accordingly, as of December 31, 2015, 2014 and 2013, the non-performing loan portfolio was \$416,090, \$260,638 and \$158,476, respectively.

8. Allowances for loan losses

At December 31, 2015, 2014 and 2013, the Entity maintained an allowance for loan losses equivalent to 161%, 128% and 128% of overdue portfolio, respectively.

As of December 31, 2015, 2014 and 2013, changes in the allowance for loan losses were as follows:

	2015	2014	2013
Opening balance	\$ 420,131	\$ 203,218	\$ 141,262
Portfolio applications	(355,158)	(241,468)	(342,516)
Adjustment for the modification of the rating methodology recorded to equity	-	193,855	-
Effect of consolidating CR USA, Creal Dallas and Controladora CR	74,905	-	-
Charge to results	<u>345,628</u>	<u>264,526</u>	<u>404,472</u>
Closing balance	<u>\$ 485,506</u>	<u>\$ 420,131</u>	<u>\$ 203,218</u>

9. Other account receivable, net

As of December 31, 2015, 2014 and 2013, other accounts receivable were as follows:

	2015	2014	2013
Other accounts receivable from distributors	\$ 1,887,883	\$ 870,708	\$ 2,112,220
Value added tax (VAT) receivable	57,921	289,747	168,840
Other debtors	306,611	9,617	24,630
Recoverable income tax	<u>42,500</u>	<u>13,816</u>	<u>112,447</u>
	2,294,915	1,183,888	2,418,137

Allowance for other accounts receivable	<u>(36,020)</u>	<u>(27,708)</u>	<u>(27,708)</u>
	<u>\$ 2,258,895</u>	<u>\$ 1,156,180</u>	<u>\$ 2,390,429</u>

As of December 31, 2015, 2014 and 2013, other accounts receivable from distributors were as follows:

	2015	2014	2013
Interest accrued in advance period	\$ 569,909	\$ 128,244	\$ 768,988
Advances to distributors	761,852	356,322	865,589
Joint and several liability of the distributor	442,074	300,819	463,935
Other	<u>114,048</u>	<u>85,323</u>	<u>13,708</u>
Total	<u>\$ 1,887,883</u>	<u>\$ 870,708</u>	<u>\$ 2,112,220</u>

10. Property and furniture

As of December, 31, 2015, 2014 and 2013, property, and equipment are as follows:

	Depreciation period (years)	2015	2014	2013
Office Furniture and fixtures	10	\$ 56,329	\$ 22,267	\$ 11,876
Computers	3	52,467	14,868	7,611
Transportation equipment	4	<u>18,479</u>	<u>15,269</u>	<u>439</u>
		127,275	52,404	19,926
Less - Accumulated depreciation		<u>(56,496)</u>	<u>(20,400)</u>	<u>(8,478)</u>
		70,779	32,004	11,448
Installation expenses	20 y 10	91,068	58,825	14,996
Less - Accumulated amortization		<u>(12,732)</u>	<u>(5,347)</u>	<u>(3,534)</u>
		<u>78,336</u>	<u>53,478</u>	<u>11,462</u>
		<u>\$ 149,115</u>	<u>\$ 85,482</u>	<u>\$ 22,910</u>

11. Investment in shares of associates

As of December 31, 2015, 2014 and 2013, investments in shares of associated companies are as follows:

Entity	% Ownership			Book Value			Participation in Results		
	2015	2014	2013	2015	2014	2013	2015	2014	2013
Directodo México, S.A.P.I. de C.V. (See note 1 e.) (a)	99.99 %	99.99 %	49.00%	\$ -	\$ -	\$ 93,009	\$ -	\$ 37,249	\$ 71,8
Publiseg, S.A.P.I. de C.V. SOFOM (a)	49.00 %	49.00 %	49.00%	340,337	340,251	317,569	24,716	24,038	16,76
Grupo Empresarial Maestro S.A. de C.V. (a)	49.00 %	49.00 %	49.00%	418,037	411,639	375,435	33,364	34,124	103,3
Bluestream Capital, S.A. de C.V. (b)	23.00 %	23.00 %	-	79	703	-	(639)	(2,448)	-

Cege Capital, S.A.P.I. de C.V.,	37.98	37.98							
SOFOM ENR (c)	%	%	-	56,645	105,917	-	13,831	5,642	-
	23.98	23.98							
Others	%	%	-	<u>20,526</u>	<u>499</u>	<u>-</u>	<u>(2,119)</u>	<u>-</u>	<u>-</u>
				<u>\$ 835,624</u>	<u>\$ 859,009</u>	<u>\$ 786,013</u>	<u>\$ 69,153</u>	<u>\$ 98,605</u>	<u>\$ 191,6</u>

- (a) Directodo, Publiseg, and Grupo Empresarial Maestro, are the Entity's principal distributors, and their origination efforts are performed exclusively for the Entity. As of December 31, 2015, 2014 and 2013, these companies have cooperation agreements executed with different unions around the country, including several chapters of the National Education Workers' Union, the National Social Security Workers' Union, the Union of the Federal Public Education Department and the Health Workers' Union. Their operations began in 2006, 2005 and 2002, respectively, and their work forces have a nationwide presence and they have over 257 branches.
- (b) As indicated in Note 1h., by unanimous resolutions adopted at shareholders' meeting held on January 14, 2014, the Entity subscribed and paid 29,862 no par value, Class II common shares of Bluestream, which represent 23% of Bluestream's outstanding shares.
- (c) As indicated in Note 1g, in the Ordinary General Meeting of Shareholders held on March 31, 2014, the shareholders authorized the subscription and payment of 245,000 no par value, Class I, Series "B" common shares of Cege, which accounts for 37.98% of Cege's outstanding shares.

At the Extraordinary General Meeting of Shareholders held on December 17, 2014, the subscription and payment of 100,000,000 Series "C" preferred shares was approved, which is part of the variable capital of Cege, which was paid on December 29, 2014.

12. Other assets

As of December 31, 2015, 2014 and 2013, other assets were as follows:

	2015	2014	2013
Goodwill (a)	\$ 1,022,536	\$ 623,437	\$ 413,037
Costs for issuance of securities and bank loans	85,076	86,013	75,167
Prepaid expenses (b)	178,587	156,319	134,038
Other long and short term assets (c)	<u>251,317</u>	<u>-</u>	<u>-</u>
	1,537,516	865,769	622,242
Intangible asset branch network (d)	80,641	80,641	80,641
Directodo's Intangible Assets (See Note 1e)	1,255,013	1,255,013	-
Accumulated amortization	<u>(34,949)</u>	<u>(30,914)</u>	<u>(26,880)</u>
	1,300,705	1,304,740	53,761
Guarantee	<u>12,585</u>	<u>4,292</u>	<u>1,182</u>
	<u>\$ 2,850,806</u>	<u>\$ 2,174,801</u>	<u>\$ 677,185</u>

- (a) The acquisition of 49% of Grupo Empresarial Maestro resulted in the recognition of goodwill of \$580,223 in 2014, based on the book value and the price paid.

The acquisition of 23.86% of Credilikeme resulted in the recognition of goodwill of \$11,887 in 2015, based on the book value and the price paid.

The acquisition of 55.21% of RTD resulted in the recognition of goodwill of \$242,288 in 2015, based on the book value and the price paid.

The acquisition of 100% of AFS resulted in the recognition of goodwill of \$99,412 in 2015, based on the book value and the price paid.

- (b) Is composed of licenses acquired for the portfolio system and expenses incurred for the execution of the loan portfolio operation and acquisition agreement with Fondo H, which will be amortized during the life of the portfolio acquired.
- (c) The other short- and long-term assets represent an inventory of 867 automobiles derived from consolidating the figures of Creal Dallas; the balance at the close of December 2015 in US dollars is \$14,570,174.
- (d) (d) In a contract dated December 26, 2006, between the Entity and Crediplus, S.A. de C.V. (an affiliated Entity), the Entity acquired Crediplus' branch network, which originated and issued loans, as well as the know how developed by Crediplus regarding its branch network. This know how consists of: (i) analyzing and studying markets (ii) analyzing and studying customers; (iii) analyzing and studying demographic and socio-demographic profiles of zones; (iv) analyzing and studying area flows; (v) analyzing and studying backgrounds of zones; (vi) analyzing and studying competition; (vii) designing branches internally and externally; (viii) preparing operating and policies and procedures manuals; (ix) developing and implementing advertising schemes, and (x) preparing market strategies. The Entity also registered the Crediplus trademark and commercial advertisements with the Mexican Institute of Industrial Property. Such intangible was defined by Management as having a definite life of 20 years, for which reason it is being amortized over such term beginning May 2007.

13. Indebtedness

As of December 31, 2015, 2014 and 2013, Indebtedness was comprised as follows:

	Rate	Date of maturity	2015	2014	2013
Notes payable (Certificados Bursátiles)	TIEE + 1.4% to 2.80%	Between 2015 and 2016	\$ 3,605,000	\$ 2,565,000	\$ 3,033,889
Senior Notes	10.25% and 7.50%	Between 2015 and march 2019	7,310,693	6,538,461	2,817,588
Accrued interest			<u>29,229</u>	<u>29,406</u>	<u>19,829</u>
Total			<u>\$ 10,944,922</u>	<u>\$ 9,132,867</u>	<u>\$ 5,871,306</u>

The Entity has a revolving long-term stock certificates program (Certificados Bursátiles), for a maximum authorized amount of \$2,500,000. This program was authorized on November 15, 2012 and expires on November 15, 2016.

The complement of the revolving stock certificates program (Certificados Bursátiles), for Short-Term Certificates and for a maximum amount of \$2,500,000 was authorized on August 10, 2014 and expires on August 10, 2018.

As of December 31, 2015 the stock certificates program (Certificados bBursátiles) has unsecured securities with a value of \$3,605,000.

The Senior Notes are unsecured securitized debt, carried out on March 13, 2014 for US \$425 million, paying 7.50% annual interest semiannually, on March 13 and September 13 each year until maturity on March 13, 2019, and may be paid early as of the third year of the issuance. Standard & Poor's granted a long-term global rating of "BB", and on February 3, 2015 it raised the rating to "BB+". The securities were issued and offered in conformity with Rule 144A and Regulation S of the US Securities Act of 1933. Principal will be paid at the maturity of the securities or, as the case may be, on the date they are paid in advance.

14. Bank Loans and other loans

As of December 31, 2015, 2014 and 2013, debt was comprised as follows:

	Rate	Date of Maturity	2015	2014	2013
Bank Loans in MXN(a)	TIE + spread	Between 2015 and 2017	\$ 3,696,902	\$ 3,164,678	\$ 3,115,168
Bank Loans in USD(b)	LIBOR + spread	December 5, 2018	2,794,000	1,091,694	955,709
Accrued Interest			<u>8,029</u>	<u>4,673</u>	<u>10,008</u>
Total			<u>\$ 6,498,931</u>	<u>\$ 4,261,045</u>	<u>\$ 4,080,885</u>

- (a) As of December 31, 2015, the Entity has bank loans guaranteed with portfolio for \$1,717,689 and unsecured bank loans for \$1,979,213. Such lines were granted by 13 institutions to finance the growth of the loan portfolio and increase working capital. The loans are granted by financial institutions widely recognized in the Mexican Financial System. The lines of credit have maturity dates of between 90 days and three years and pay interest at a variable rate.
- (b) As of December 31, 2015 the Entity has two syndicated bank loans in foreign currency for a total of US \$161 million, which, valued at the close of the year, represents MX \$2,794,000 and pays interest at a variable LIBOR rate plus percentage points.

Contractual maturities of debt are as follows:

	Amount
2016	\$ 6,053,108
2017	1,869,440
2018	1,388,057
2019	8,095,990
Accrued interest	<u>37,258</u>
Total	<u>\$ 17,443,853</u>

15. Accrued liabilities and other accounts payable

As of December 31, 2015, 2014 and 2013, were comprised as follows:

	2015	2014	2013
Provisions for various obligations	\$ 61,381	\$ 44,924	\$ 46,939
Liability for employee retirement obligations	24,891	19,953	16,337
Taxes payable	38,316	27,129	9,778
Dividends payable	158,712	1,825	-
Other accounts payable to distributors	287,845	196,781	177,058
Value Added Tax (VAT) payable	53,743	40,880	43,707
Other	<u>17,210</u>	<u>14,619</u>	<u>21,905</u>
	<u>\$ 642,098</u>	<u>\$ 346,111</u>	<u>\$ 315,724</u>

16. Labor obligations

Under the Federal Labor Law, the Entity has obligations for severance and seniority premiums payable to employees who cease rendering services under certain circumstances, as well as other obligations derived from a labor agreement.

The Entity each year records the net periodic cost to create a fund to cover the net projected liability for seniority premiums, pensions and severance, thereby increasing the related liability, in accordance with actuarial calculations made by independent actuaries. These calculations are based on the projected unit credit method. Therefore, a provision is being created for the liability which at present value will cover the defined benefits obligation at the estimated retirement date of all the covered employees.

As of December 31, 2015, 2014 and 2013, the balance of the defined benefits plan fund was \$281, \$270 and \$270, respectively

As of December 31, 2015, 2014 and 2013, the Entity amortizes the variations in actuarial assumptions for seniority premiums over approximately 4.40, 3.99 and 3.99 years, respectively, based on the average remaining years of employee services.

As of December 31, 2015, 2014 and 2013, the balances and movements of the liabilities related to the Entity's defined benefits plan, which includes the pension plan, seniority premiums and severance payments, are shown below:

	2015	2014	2013
Obligations from defined benefits	\$ (28,363)	\$ (25,922)	\$ (19,497)
Fair value of plan assets	<u>289</u>	<u>281</u>	<u>270</u>
Overfunded (underfunded) status	(28,074)	(25,641)	(19,227)
Unamortized items:			
Unrecognized plan improvements	1,501	1,696	2,522
Unrecognized actuarial losses	<u>1,682</u>	<u>3,992</u>	<u>368</u>
Projected net liability	<u>\$ (24,891)</u>	<u>\$ (19,953)</u>	<u>\$ (16,337)</u>

Net periodic cost is composed as follows:

	2015	2014	2013
Services cost for the year	\$ 2,500	\$ 2,052	\$ 3,144
Financial cost	2,088	1,802	1,806
Expected yield on assets	(16)	(20)	(15)
Amortization of actuarial losses	143	(1)	400
Obligation reduction effect	(21)	(292)	(4,319)
Modification of obligations	195	195	-
Immediate recognition of actuarial losses for the year	<u>49</u>	<u>(120)</u>	<u>(2,562)</u>
Services cost for the year	<u>\$ 4,938</u>	<u>\$ 3,616</u>	<u>\$ (1,546)</u>

Interest rates used in actuarial calculation in nominal terms for 2015, 2014 and 2013 were as follows:

2015	2014	2013
------	------	------

Discount rate	8.50%	8.25%	9.50%
Expected rate of return on assets	8.50%	3.75%	5.00%
Percentage increase in wages	4.75%	3.75%	3.75%

The movement of the projected net liability was as follows

	2015	2014	2013
Opening balance	\$ (19,953)	\$ (16,337)	\$ (18,513)
Consolidated Company	-	(631)	-
Provision of the year	<u>(4,938)</u>	<u>(2,985)</u>	<u>2,176</u>
Projected net liability	<u>\$ (24,891)</u>	<u>\$ (19,953)</u>	<u>\$ (16,337)</u>

17. Transactions and balances with related parties

The Entity, its subsidiaries and affiliates perform transactions between related parties including investments, credit and the provision of services, among others, the majority of which generate income for one entity and expenses for another. The transactions and balances of consolidating entities were eliminated, while those of companies that do not consolidate remain in effect.

Transactions with related parties, carried out in the ordinary course of business were as follows:

	2015	2014	2013
Liabilities -			
Provision of services	<u>\$ 2,148</u>	<u>\$ 1,354</u>	<u>\$ -</u>

18. Stockholders' Equity

Capital stock as of December 31, 2015, 2014 and 2013, was comprised as follows:

	Number of Shares (Class I) Fixed Capital	Number of Shares (Class II) Variable Capital	Total stocks
"Unique" Series shares at no par value	<u>37,555,390</u>	<u>354,664,034</u>	<u>392,219,424</u>

During a Stockholders' Ordinary and Extraordinary Meeting held on April 22, 2015, the stockholders agreed that because the individual financial statements approved by such Meeting reported net income of \$1,224,801 in fiscal year 2014, the following applications should be made:

- The transfer of \$5,894 from the Entity's individual net income, equivalent to 0.48% of the result for the year, to the heading "Legal reserve", because with such transfer the legal reserve represents 20% of common stock
- The remaining amount of \$1,218,907 of the Entity's individual income was transferred to the account "Result from previous years".

During a Stockholders' Ordinary General Meeting held on November 13, 2015, the following resolutions were adopted:

- The payment to stockholders of a cash dividend taken from the account "Results from previous years" up to the amount of \$156,888, payable at the latest January 29, 2016.

The dividend payments approved to stockholders, as described above, were from the Net Tax Income

Account (“CUFIN”).

As of December 31, 2015, common stock is \$660,154, of which \$62,931 refers to fixed capital (with no right of withdrawal), represented by 37,555,390 Unique Series, Class I ordinary, no par value shares, while \$597,223 refers to variable capital, represented by 354,664,034 Unique Series, Class II ordinary, no par value shares.

The Entity has a share buyback program up to the amount of net income, including the retained earnings from the immediately preceding year. At the close of the year the amount of repurchased shares is \$51,203 equivalent to 1,342,516 shares.

As of December 31, 2013, common stock is \$630,677, of which \$62,931 refers to fixed capital (with no right of withdrawal), represented by 37,555,390 Unique Series, Class I ordinary, no par value shares, while \$567,746 refers to variable capital, represented by 335,986,919 Unique Series, Class II ordinary, no par value shares.

Stockholders' equity, except restated paid-in capital and tax-retained earnings, will incur income tax payable by the Entity at the rate in effect when the dividend is distributed. Any tax paid on such distribution may be credited against income tax of the year in which the dividend tax is paid and, in the following two years, against tax for the year and the related estimated payments.

In accordance with the General Corporate Law, at least 5% of the net profits for the year must be set aside to form the legal reserve until reaching 20% of common stock at par value. The legal reserve may be capitalized, but cannot be distributed unless the Company is dissolved, and must be replenished when it is decreased for any reason. As of December 31 2015, 2014 and 2013, the legal reserve established by the Entity amounts to \$132,030, \$126,136 and \$110,870, respectively.

19. Balances and transactions in foreign currencies

a. The monetary position of foreign currencies as of December 31, 2015, 2014 and 2013 is :

	2015	2014	2013
USD Dollars:			
Monetary assets	103,131	-	-
Monetary liabilities	<u>86,788</u>	<u>-</u>	<u>-</u>
Position (short) long	<u>16,343</u>	<u>-</u>	<u>-</u>
Equivalent in pesos	<u>\$ 281,895</u>	<u>\$ -</u>	<u>\$ -</u>

b. Transactions in foreign currencies were as follows :

	2015	2014	2013
		(USD Dollars)	
Interest expenses	<u>\$ (1,771)</u>	<u>\$ -</u>	<u>\$ -</u>
Interest income	<u>\$ 12,088</u>	<u>\$ -</u>	<u>\$ -</u>

c. Exchange rates in pesos wing force date of the financial statements and the date of the auditor's report were as follows:

	2015	December 31, 2014	2013	February 23, 2016
Dollar, banking	\$ <u>17,2487</u>	\$ <u>14,7414</u>	\$ <u>13,0843</u>	\$ <u>18,1948</u>

20. Other operating income

As December 31, 2015, 2014 and 2013, were as follow:

	2015	2014	2013
Other revenue management services	\$ 36,241	\$ 23,684	\$ 8,362
Sale of foreclosed assets	-	-	1,778
Other expenses	<u>-</u>	<u>-</u>	<u>(36)</u>
	<u>\$ 36,241</u>	<u>\$ 23,684</u>	<u>\$ 10,104</u>

21. Income taxes

The Entity is subject to ISR.

ISR - As a result of the new 2014 ISR law (2014 Tax Law), the rate is 30% in 2015, 2014 and 2013 and it will continue at 30% in 2016 and thereafter.

ISR is computed taking into consideration the taxable and deductible effects of inflation, such as depreciation calculated on values in constant pesos, increased or reduced by the effect of inflation on certain monetary assets and liabilities through the annual inflation adjustment.

Based on its financial projections the entity will pay ISR, and therefore recognizes deferred ISR.

The provision of ISR results is as follows:

	2015	2014	2013
ISR:			
Current	\$ <u>(85,927)</u>	\$ <u>(20,063)</u>	\$ <u>-</u>
Deferred	\$ <u>(335,659)</u>	\$ <u>(314,697)</u>	\$ <u>(241,600)</u>

As of December 31 2015 and 2014, the deferred tax balance is as follows:

	2015	2014	2013
Deferred ISR assets:			
Allowance for loan losses	\$ 320,761	\$ 176,155	\$ 103,284
Furniture and equipment	41,473	4,598	3,837
Provisions	19,518	13,143	6,974
Tax loss carryforwards	89,863	172,328	72,111
Other assets, net	<u>1,968</u>	<u>1,930</u>	<u>6,026</u>
Deferred ISR	473,583	368,154	192,232
Deferred ISR (liability):			
Other accounts receivable, net (a)	(1,456,761)	(998,861)	(584,076)
Advance payments	<u>(113,328)</u>	<u>(135,416)</u>	<u>(61,433)</u>
Deferred ISR liability	<u>(1,570,089)</u>	<u>(1,134,277)</u>	<u>(645,509)</u>
Deferred ISR (net)	\$ <u>(1,096,506)</u>	\$ <u>(766,123)</u>	\$ <u>(453,277)</u>

(a) Mainly advance earned income in the first period loan amortization.

Employee statutory profit sharing- The Entity determines the profit sharing based on article 127, section III of the Federal Labor Law.

Value-added tax - Pursuant to the Value-Added Tax Law, in order to obtain a credit for the value-added taxes paid by the Entity in the years 2015, 2014 and 2013, the Entity determined the amount of the credit considering the total of its taxed activities compared to the total activities subject to that tax. As a result, the Entity determined tax that was non-creditable and deductible for income tax purposes in the amount of \$26, \$34 and \$0, respectively, which was recognized in results of such year.

Accounting-tax reconciliation - The main items that affected the determination of the Entity's tax result were those related to the annual adjustment for inflation, interest accrued in advance period, advance payments and the allowances for loan losses which have not been deductible

Following is a reconciliation of the statutory ISR rate and the effective rate expressed as a percentage of income before ISR:

	2015	2014	2013
Statutory rate	30%	30%	30%
Effects of inflation	(3%)	(8%)	(6%)
Interest accrued in advance period	(1%)	(1%)	(2%)
Allowance for loan losses	2%	2%	5%
Advance payments	2%	(1%)	(4%)
Others	(6%)	(2%)	-
	<u>24%</u>	<u>21%</u>	<u>23%</u>
Effective rate	<u>24%</u>	<u>21%</u>	<u>23%</u>

Tax loss carry forwards - As of December 31, 2015, the Entity has tax loss carry forwards for ISR purposes:

Maturity Date	Amount
2024	\$ <u>299,398</u>

Review and tax matters

Action for annulment filed against the unpaid tax liability for rejection of deductions for the year 2007.

On July 9, 2015, the Entity filed an action for annulment against the Federal Tax Court to challenge official notice 900 06-2015-13558, dated April 29, 2015, whereby the Central Administrator for Inspection of the Financial Sector of the General Administration for Large Taxpayers of the Tax Administration Service, assessed against the Company an unpaid tax liability for \$38,090, related to income tax payable for fiscal year 2007, plus the respective restatements, surcharges and fines. Such lawsuit was turned over to the First Metropolitan Regional Court of the Federal Tax Court which, through a ruling dated September 1, 2015, accepted the case, and assigned it docket number 17549/15-17-01-8.

The Entity is currently waiting for the expert evidence to be submitted in the lawsuit, after which a date will be set to present closing arguments, after which the respective verdict will be issued.

Management and its outside legal advisors consider it very unlikely that the tax liability assessed will be confirmed.

22. Memorandum accounts

Memorandum accounts for purposes of presentation required by the Commission in accounting policies are an integral part of the balance sheet, however, the memorandum accounts were only subject of external audit and relate to operations that have a direct bearing on the balance sheet accounts, however, these are not reviewed.

23. Comparative table of main asset and liability maturities

Main asset and liability maturities at December 31, 2015 are as follows:

	Until 6 months	From 6 months to 1 year	From 1 year to 5 years	Total
Cash and cash equivalents	\$ 120,840	\$ -	\$ -	\$ 120,840
Investment in securities	543,266	-	-	543,266
Derivative financial instrument	-	-	2,112,818	2,112,818
Loan portfolio,(net)	2,761,623	1,621,953	12,740,557	17,124,133
Other accounts receivable	<u>364,294</u>	<u>213,957</u>	<u>1,680,644</u>	<u>2,258,895</u>
Total assets	<u>\$ 3,790,023</u>	<u>\$ 1,835,910</u>	<u>\$ 16,534,019</u>	<u>\$ 22,159,952</u>
Notes payable and Senior Notes	\$ 1,345,368	\$ 1,265,000	\$ 8,334,554	\$ 10,944,922
Bank loans	2,439,623	1,306,629	2,752,679	6,498,931
Other accounts payable	<u>717,703</u>	<u>-</u>	<u>24,890</u>	<u>742,593</u>
Total liabilities	<u>4,502,694</u>	<u>2,571,629</u>	<u>11,112,123</u>	<u>18,186,446</u>
Assets less liabilities	<u>\$ (712,671)</u>	<u>\$ (735,719)</u>	<u>\$ 5,421,896</u>	<u>\$ 3,973,504</u>

24. Contingencies

As of December 31, 2015, 2014 and 2013, management and its legal, tax and labor internal and external advisers, considers that it has not received any legal claims or has not been subject to lawsuits that arise in the recognition of a contingent liability by the Entity.

25. Commitments

The Entity at December 31 2015, 2014 and 2013, has its own commitments and the operation mentioned in Note 13 “Indebtedness” and Note 14 “Bank Loans and other loans”.

26. Subsequent events

- On February 22, 2016 the Entity reported the acquisition, through one of its subsidiaries, of 70% of the common stock of Marevalley Corporation, a Panamanian company which holds a number of different entities in Costa Rica, Nicaragua and Panama, operating under the brand “Instacredit” (collectively “Instacredit”). This transaction will enhance the Entity’s business diversification.
- As a result of the transaction, the Entity will consolidate the results of Instacredit in its financial statements as of February 22, 2016. The investment made was US \$70 million, equivalent to a P/U multiple of 5.5 times the estimated net income in 2016, subject to variations in the price if certain profit targets are reached. Additionally, they estimate that US \$21 million will be utilized for the refinancing of liabilities of Instacredit.
- At a Stockholders’ Ordinary General Meeting held on November 30, 2015, the Entity’s Business Practices Committee approved a second stock compensation plan for the directors, officers and employees of the Entity, and for the directors of its subsidiary Directodo México, S.A.P.I. de C.V., SOFOM, E.N.R.

27. New accounting principles

Amendments to the accounting criteria issued by the Commission

On November 9, 2015, different amendments to the accounting criteria of credit institutions were published in the Federal Official Gazette. The purpose of these amendments is to make the necessary adjustments to the accounting criteria of credit institutions for the operations they perform, in order to have reliable financial information. These amendments went into effect on January 1, 2016.

The most significant changes are described below:

- a. It is established that the net asset for defined benefits to employees must be presented on the balance sheet under the heading of “Other assets”.
- b. The definition of “Transaction costs” in Accounting Criterion B-2, Investments in securities and in Accounting Criterion B-5, Derivatives and hedge operations, is modified.
- c. The definitions of “Borrower”, “Appraisal Percentage Guarantees”, “Payment capacity”, “Extended Portfolio”, “Assignment of Credit Rights”, “Consolidation of Credits”, “Debtor of Credit Rights”, “Vendor of Discounted Receivables”, “Financial Factoring”, “Purchaser of Discounted Receivables”, “Line of Credit”, “Discount Transaction”, “Special Repayment Regime”, “Ordinary Repayment Regime” and “Housing Subaccount”, are incorporated into Accounting Criterion B-6, Loan Portfolio.
- d. The definition of “Renewal” is modified in Accounting Criterion B-6, Loan Portfolio, to now consider it as that transaction in which the loan balance is settled partially or totally, through an increase in the total amount of the loan, or using the proceeds derived from another loan contracted with the same entity, involving either the same debtor, a joint obligor of such debtor, or another person who, due to his asset ties, represents common risks.
- e. “Mortgage Loans” are defined as those credits intended for remodeling or improvement of the home which are backed by the savings in the borrower’s housing subaccount, or have a security interest granted by a development bank or a public trust established by the Federal Government for economic development.
- f. Loans for financial factoring, discount and credit right assignment operations are incorporated in the definition of “Commercial Loans”.
- g. It is clarified that a loan will not be considered as renewed for any dispositions made during the effective term of a preestablished line of credit, provided that the borrower has settled the total amount of the payments which are due and payable under the original loan conditions.
- h. It is stipulated that for restructurings of loans with periodic payments of principal and interest whose repayments are less than or equal to 60 days in which the periodicity of payment is modified to shorter periods, the number of repayments equivalent to three consecutive repayments under the original loan payment scheme must be considered.
- i. The assumptions are established to consider that sustained payment exists for those loans with a single payment of principal at maturity, regardless of whether the payment of interest is periodic or at maturity, as follows:
 - i. The borrower must have paid at least 20% of the original loan amount at the time of the restructuring or renewal, or,
 - ii. The amount of the accrued interest must have been paid in accordance with the payment scheme for the respective restructuring or renewal at a term of 90 days.

- j. It is established that evidence must be made available to the Commission when demonstrating sustained payment to substantiate that the borrower has the appropriate payment capacity at the time the restructuring or renewal is performed, so as to meet the new loan conditions.
- k. It is clarified that the advance payment of installments of restructured or renewed loans, different from those with a single payment of principal at maturity, regardless of whether the interest is paid periodically or at maturity, is not considered to be sustained payment. This is the case with repayments of restructured or renewed loans which are paid before the calendar days equivalent to loans with repayments that cover periods greater than 60 calendar days have elapsed.
- l. The extension of the loan term is incorporated as a restructuring situation.
- m. The respective standards for the recognition and valuation of financial factoring, discounting and credit right assignment transactions are included.
- n. It is established that commissions and fees different from those collected for granting the credit will be recognized in results of the year on the date that they are accrued, and if part or all of the consideration received for the collection of the respective commission or fee is received before the accrual of the respective income, such advance must be recognized as a liability.
- o. The item stating that overdrafts in customer checking accounts should be reported as overdue portfolio is eliminated.
- p. The transfer to overdue portfolio of the loans referred to in the preceding point will be subject to the exceptional deadline of 180 or more days in arrears as of the date on which:
 - i. i. The loan resources are disposed of for the purpose for which they were granted,
 - ii. The borrower begins a new employment relationship in which he has a new employer, or
 - iii. The partial payment of the respective repayment was received. The exception contained in this subsection will be applicable provided that it refers to credits under the ROA scheme, and each of the payments made during such period represents at least 5% of the repayment agreement.
- q. It is specified that loans with a single payment of principal at maturity, regardless of whether the interest is paid periodically or at maturity, will be considered as overdue portfolio as long as there is no evidence of sustained payment.
- r. It will be considered that loans granted under a new line of credit, revolving or not, which are restructured or renewed at any time, may remain in current portfolio provided that there are grounds to justify the payment capacity of the debtor. Furthermore, the borrower must have:
 - i. Settled the total amount of due and payable interest;
 - ii. Settled all of the payments for which he is liable under the terms of the contract at the date of the restructuring or renewal.
- s. It is established that when credit dispositions made under a line of credit are restructured or renewed independently from the line of credit which supports them, they must be assessed in accordance with the characteristics and conditions applicable to the restructured or renewed disposition or dispositions.

When as a result of such evaluation it is concluded that one or more dispositions granted under a line of credit should be transferred to overdue portfolio due to the effect of their restructuring or renewal and such dispositions, individually or collectively, represent at least 40% of the total disposed balance of the line of credit at the date of the restructuring or renewal, such balance, as well as its subsequent dispositions, must be transferred to overdue portfolio as long as there is no evidence of sustained payment of the dispositions which originated the transfer to overdue portfolio, and the total

dispositions granted under the line of credit fulfilled the due and payable obligations at the date of transfer to current portfolio.

The aforementioned percentage is applicable as of January 1, 2016, and will be reduced to 30% for the year 2017, and 25% for the year 2018 and thereafter.

- t. The requirement that the borrower must have paid the total amount of the interest accrued at the date of renewal or restructuring to consider that a loan remains current will be considered as fulfilled, when after the interest accrued at the final cutoff date has been paid, the term elapsed between such date and the restructuring or renewal does not exceed the lower of half of the payment period under way or 90 days.
- u. Current loans with periodic partial payments of principal and interest which are restructured or renewed more than once may remain in current portfolio if there are elements to justify the payment capacity of the debtor. It is specified that in the case of commercial loans, such elements must be duly documented and placed in the loan file.
- v. If different loans granted by the same entity to the same borrower are consolidated in a restructuring or renewal, each of the consolidated loans must be analyzed as if they were restructured or renewed separately and, if as a result of such analysis it is concluded that one or more of such loans would have been transferred to overdue portfolio due to the effect of such restructuring or renewal, then the total balance of the consolidated loan must be transferred to overdue portfolio.
- w. With regard to presentation standards in the balance sheet and the statement of income, it is established that:
 - i. It is specified that the amount of loans for financial factoring, discount and credit rights assignment transactions will be presented net of the respective appraisal percentage guarantee.
 - ii. Any commissions received before the accrual of the respective revenue will be presented under the heading of "Deferred credits and advance collections".
 - iii. The financial revenue accrued in the financial factoring, discount and credit rights assignment transactions will be considered as interest income.
- x. It is established in Accounting Criterion B-7, Foreclosed assets, that in the case of assets whose valuation to determine fair value may be made through an appraisal, the latter must comply with the requirements established by the CNBV for providers of bank appraisal services.
- y. It is clarified in Accounting Criterion C-2, *Stock market operations*, that in the case of stock market instruments executed and recognized in the consolidated financial statement prior to January 1, 2009, it will not be necessary to reevaluate the transfer of recognized financial assets prior to such date.

In this regard, the principal effects that this exception might have on such financial statements should be disclosed in notes to the financial statements, as well as the effects of recognition of the adjustments for valuation of the profits on the remnant of the assignee (recognized in results or in stockholders' equity) and of the asset or liability recognized for administration of transferred financial assets.
- z. The definition of "Agreement with Joint Control", "Joint Control" is incorporated, and the definition of "Associated Company", "Control" "Holding Company", "Significant Influence", "Related Parties" and "Subsidiary" is modified in Accounting Criterion C-3, Related parties.
- aa. Individuals or business entities which, directly or indirectly, through one or more intermediaries exert significant influence on, are significantly influenced by, or are under significant influence of the entity,

as well as agreements with joint control in which the entity participates, are now considered to be related parties.

- bb. The disclosure requirements contained in Accounting Criterion C-3, Related parties, are extended to agreements with joint control.
- cc. A heading named “Re-measurements for defined benefits to employees” is added as part of earned capital on the balance sheet, as a result of the enactment of NIF D-3, Employee benefits.
- dd. The heading “Collateral granted” is incorporated at the foot of the balance sheet within memorandum accounts.
- ee. It is specified that insurance and bonding, technical assistance expenses, maintenance expenses, fees different from those paid to the IPAB and consumables and fixtures should be included in the statement of income.
- ff. The statement of changes in stockholders’ equity should include re-measurements for defined benefits to employees as part of movements inherent to the recognition of comprehensive income, as a result of the enactment of NIF D-3, Employee benefits.

NIF issued by the CINIF applicable to Crédito Real

As of December 31, 2015, the CINIF has issued the following NIFs which may affect the financial statements of the Entity

The principal modifications derived from the application of this new NIF D-3 in the Financial Group’s financial information are as follows:

- Discount rate for liabilities - Defined Benefits Obligation (OBD)
 - The discount rate to calculate the OBD will be determined by taking the market rate of high-quality corporate bonds, provided that there is a deep market for such bonds. Otherwise, the market rate of the bonds issued by the federal government must be taken.
- Recognition of actuarial gains and losses
 - The use of the broker is eliminated for the deferral of actuarial gains and losses.
 - The accumulated balance of retained earnings and accumulated losses as of December 31, 2015 will be recognized as part of stockholders’ equity and in liabilities as of January 1, 2016.
 - Any actuarial gains and losses generated as of January 1, 2016 will be treated as re-measurements for defined benefits to employees, and will be recognized in stockholders’ equity and in liabilities.
- Amortization of actuarial gains and losses
 - The actuarial gains and losses recognized in stockholders’ equity must be recycled to results in the Remaining Useful Life of the Plan.
- Expected return on plan assets
 - The expected return on the plan assets will be estimated with the discount rate of the liabilities instead of the expected rate of return for the fund.

Due to the enactment of the NIF D-3, on December 31, 2015 the Commission issued different transitory articles to the “Resolution amending the General provisions applicable to credit institutions”, published in the

Federal Official Gazette on November 9, 2015.

These transitory articles establish that credit institutions may recognize the entire balance of plan amendments (past service) and the accumulated balance of the plan's gains and losses not recognized for entities which used the broker approach progressively at the latest on December 31 of each year.

If the option is taking to progressively apply the aforementioned balances, the recognition of such balances should begin in the year 2016, recognizing 20% in that year and another 20% in each of the subsequent years, until reaching 100% within a maximum term of five years.

The re-measurements of gains and losses from the defined benefits plan which should be recognized at the end of each period, together with their respective recycling to results of the year, should be calculated on the total amount of the plan's gains or losses; i.e., on the aggregate of the plan's gains or losses, plus those not recognized on the balance sheet of the institutions.

Credit institutions which elect to apply this option must report their decision to the Commission at the latest by January 31, 2016.

By the same token, if all or part of the remnant effect is recognized before the established deadlines, the Commission must be informed within the 30 calendar days following the date on which the respective accounting record is made. The entities may perform such recognition in advance, provided that at least 20% or the total remnant is recognized in the respective year.

Credit institutions which applied any of the aforementioned options should disclose the adjustments derived from applying the option in question in the public financial reporting communications for the years 2016 and up to that in which the progressive recognition of the aforementioned effects is concluded.

In this sense, the initial effect that will have the application of NIF D-3 in subsequent years caused by the accumulated unrecognized actuarial losses balance as of December 31, 2015. This balance will be recognized within the Capital earned under the heading of "Remeasurements defined benefit employees" from the year 2016 to recognize 20% of the accumulated in the year balance and an additional 20% in each of the subsequent years, until reaching 100% in a period of 5 years.

Additionally, this accumulated actuarial losses not recognized balance as of December 31, 2015, will be recycled within Working Life Plan Remnants of between 9.5 and 14 years depending on the corresponding benefit.

NIF and INIF promulgated

As of December 31, 2015, the CINIF has issued the following NIFs which may affect the financial statements of the Entity

a) Effective as of January 1, 2016:

NIF D-3, Employee benefits

b) Effective as of January 1, 2018:

NIF C-2, Investment in financial instruments

NIF C-3, Accounts receivable

NIF C-9, Provisions, contingencies and commitments

NIF C-16, Impairment on financial instruments receivable

NIF C-19, Financial instruments payable

NIF C-20, Financial instruments receivable

NIF D-1, Revenue from contracts with customers

NIF D-2, Costs from contracts with customers

Improvements to NIF 2016

The following Improvements to NIF were issued with effect from January 1, 2016, which generate accounting changes are:

NIF B-7, *Business acquisitions* – Clarifies that the acquisition and/or merger of entities under common control, and the acquisition of noncontrolling equity or the sale without losing control of the subsidiary, are outside the scope of this NIF, regardless of how the amount of the consideration was determined.

NIF C-1, *Cash and cash equivalents* and NIF B-2, *Statement of cash flows* – Modified to consider foreign currency as cash and not as cash equivalents. Clarifies that both the initial and subsequent valuation of cash equivalents must be at fair value.

Bulletin C-2, *Financial instruments and Document of amendments to Bulletin C-2* –

- a) The definition of financial instruments available for sale is modified to clarify that they are those in which investment is made from time to time with the intention of trading them over the medium-term prior to maturity, so as to obtain profits based on changes in market value, and not only through their related returns.
- b) Criteria for classifying a financial instrument as available for sale is clarified to prohibit such classification when i) the intention is to hold it for an indefinite period, ii) the entity is willing to sell the financial instrument, iii) it has a sale or redemption option on the instrument, and iv) the issuer of the instrument has the right to liquidate the financial instrument at an amount significantly lower than its amortized cost.
- c) The concept of purchase expenses is eliminated and the definition of transaction costs is incorporated.
- d) The reversal of impairment losses from financial instruments held to maturity is allowed, in the net income or loss for the period.

NIF C-7, *Investments in associates, joint ventures and other permanent investments* – Establishes that contributions in kind should be recognized at the fair value that was negotiated between owners or shareholders, unless they are the result of debt capitalization, in which case they should be recognized for the capitalized amount.

Bulletin C-10, *Financial derivatives and hedge transactions*-

- a) The method to be used to measure the effectiveness should be defined, which should be evaluated at the beginning of the hedge, in the following periods and at the date of the financial statements.
- b) Clarifies how to designate a primary position.
- c) The accounting for the transaction costs of a financial derivative is modified to be recognized directly in the net income or loss of the period at acquisition, and not deferred and amortized during its effective term.
- d) Clarifications are made on the recognition of embedded derivatives.

The following improvements were issued which do not generate accounting changes:

NIF C-19, *Financial instruments payable (FIP)* - Clarifications are made with regard to: i) the definition of transaction costs, ii) when amortization of the transaction costs should be recalculated, iii) the entity should demonstrate, as support for its accounting policy, that it complies with the conditions for designating a financial liability at fair value through net income or loss, and iv) disclosing the gain or loss when an FIP is derecognized and the fair values of significant long-term fixed-rate liabilities. Furthermore, an appendix is incorporated as support in the determination of the effective interest rate.

NIF C-20, *Financial instruments receivable* – Changes are incorporated to clarify and explain various

concepts due to the issuance of the new NIF related to financial instruments and the final issuance of IFRS 9, *Financial Instruments*. The most important of these include: transaction costs and related amortization, effective interest rate, impairment, foreign-currency instruments, reclassification between fair value debt instruments and financial instruments receivable, the value of money over time and disclosure of qualitative and quantitative information.

At the date of issuance of these consolidated financial statements, the Entity has not completed its evaluation of the potential effects of adopting these new standards on its financial information.

28. Authorization to issue the consolidated financial statements

The consolidated financial statements were authorized for issuance on February 23, 2016, by the Director General of the Entity and are subject to approval by the Board of Directors and Shareholders, who may be modified in accordance with the provisions in the General Law of Commercial Companies.

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**Crédito Real, S.A.B. de C.V.,
Sociedad Financiera de Objeto
Múltiple, Entidad Regulada and
Subsidiaries**

Unaudited Condensed Consolidated
Interim Financial Statements for the
Three-Months Ended March 31, 2016

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**
Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Unaudited Condensed Consolidated Balance Sheets

As of March 31, 2016 and December 31, 2015
(In thousands of Mexican pesos)

Assets	March 31, 2016	December 31, 2015
Cash and cash equivalents	\$ 918,678	\$ 120,840
Investment in Securities:		
Trading securities	<u>234,106</u>	<u>543,266</u>
	234,106	543,266
Derivatives:		
Trading purposes	104,352	197,184
Hedging purposes	<u>1,797,007</u>	<u>1,915,634</u>
	1,901,359	2,112,818
Performing loan portfolio:		
Commercial loans:		
Commercial or business activity	15,655,251	15,706,653
Consumer loans	<u>4,526,535</u>	<u>1,486,897</u>
Total performing loan portfolio	20,181,786	17,193,550
Non-performing loan portfolio:		
Commercial loans:		
Commercial or business activity	374,915	393,849
Consumer loans	<u>178,673</u>	<u>22,240</u>
Total non-performing loan portfolio	<u>553,588</u>	<u>416,089</u>
Total loan portfolio	20,735,374	17,609,639
Allowance for loan losses	<u>(803,584)</u>	<u>(485,506)</u>
Loan portfolio, net	19,931,790	17,124,133
Other receivables, net	3,001,992	2,258,895
Property, furniture and fixtures, net	235,439	149,115
Long-term investment in shares	860,214	835,624
Other assets		
Deferred charges, advance payments and intangibles	3,710,387	2,599,489
Other short and long-term assets	<u>161,360</u>	<u>251,317</u>
	<u>3,871,747</u>	<u>2,850,806</u>
Total assets	<u>\$ 30,955,325</u>	<u>\$ 25,995,497</u>

Liabilities

	March 31, 2016	December 31, 2015
Notes Payable (Certificados Bursátiles)	\$ 4,385,370	\$ 3,610,368
Senior Notes Payable	<u>6,582,831</u>	<u>7,334,554</u>
	10,968,201	10,944,922
Bank loans:		
Short-term loans	4,676,489	3,490,484
Long-term loans	<u>5,916,894</u>	<u>3,008,447</u>
	10,593,383	6,498,931
Other payable		
Income taxes payables	13,883	88,312
Employee profit sharing payable	12,505	12,183
Accrued liabilities and other payables	<u>683,220</u>	<u>642,098</u>
	709,608	742,593
Deferred taxes, net	<u>1,130,777</u>	<u>1,096,506</u>
Total liabilities	<u>\$ 23,401,969</u>	<u>\$ 19,282,952</u>

Stockholders' Equity

Paid in capital:		
Capital stock	660,154	660,154
Share subscription premium	<u>1,453,613</u>	<u>1,447,985</u>
	2,113,767	2,108,139
Earned capital:		
Legal reserve	136,815	132,030
Retained earnings	4,300,118	2,903,153
Result from valuation of cash flow hedges instruments, net	107,328	89,270
Cumulative translation adjustment	(35,323)	2,754
Net income attributable to controlling interest	406,236	1,371,358
Non-controlling interest	<u>524,415</u>	<u>105,841</u>
	5,439,589	4,604,406
Total stockholders' equity	<u>7,553,356</u>	<u>6,712,545</u>
Total liabilities and stockholders' equity	<u>\$ 30,955,325</u>	<u>\$ 25,995,497</u>

Memorandum accounts (Note 22) (Unaudited)

	2016	2015
Credit Commitments	\$ 340,583	\$ 1,096,563
Uncollected interest earned on non performing portfolio	\$ 437,421	\$ 313,547

“The historical balance of capital stock as of March 31, 2016 and December 31, 2015 is \$657,238 and \$657,238, respectively”.

The accompanying notes are part of these unaudited condensed consolidated financial statements.

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**
Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Unaudited Condensed Consolidated Statement of Income

For the three-months ended March 31, 2016 and 2015
(In thousands of Mexican pesos)

	March 31, 2016	March 31, 2015
Interest income	\$ 1,339,323	\$ 943,001
Interest expense	<u>(322,818)</u>	<u>(224,572)</u>
Financial Margin	1,016,505	718,429
Provisions for loan losses	<u>(47,347)</u>	<u>(77,580)</u>
Financial margin after provision for loan losses	969,158	640,849
Commissions and fees income	147,913	-
Commissions and fees expense	(58,518)	(22,996)
Net gain (loss) on financial assets and liabilities	8,000	(1,547)
Other operating income	53,252	13,984
Administrative and marketing expense	<u>(563,751)</u>	<u>(237,153)</u>
Operating result	556,054	393,137
Equity in results of associates	<u>17,800</u>	<u>15,645</u>
Income before income taxes	573,854	408,782
Current income taxes	(12,819)	-
Deferred income taxes	<u>(119,859)</u>	<u>(84,887)</u>
	<u>(132,678)</u>	<u>(84,887)</u>
Net income	441,176	323,895
Non-controlling interest	<u>(34,940)</u>	<u>2,789</u>
Net income attributable to controlling interest	<u>\$ 406,236</u>	<u>\$ 326,684</u>
Earnings per share	<u>\$ 1.04</u>	<u>\$ 0.83</u>
Weighted average shares outstanding	<u>392,219,424</u>	<u>392,219,424</u>

The accompanying notes are part of those unaudited condensed consolidated financial statements.

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**
Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

**Unaudited Condensed Consolidated Statements of Changes in
Stockholders' Equity**

For the three-months ended March 31, 2016 and 2015
(In thousands of Mexican pesos)

	Paid in Capital			Earned Capital				Net income attributable to controlling interest	Non-controlling interest	Total stockholders' equity
	Capital stock	Share subscription premium	Legal reserve	Retained earnings	Results from valuation of cash flow hedges instruments, net	Cumulative translation adjustment	Net income attributable to controlling interest			
Balances as of January 1, 2015	\$660,154	\$1,474,814	\$126,136	\$1,851,225	\$ 5,596	\$ -	\$1,224,801	\$ 14,480	\$5,357,206	
Changes arising from stockholder decisions-										
Result from consolidation of minority interest companies	-	-	-	-	-	-	-	(8,401)	(8,401)	
Transfer of prior year results	-	-	-	1,224,801	-	-	(1,224,801)	-	-	
Repurchase of own shares	-	510	-	(15,420)	-	-	-	-	(14,910)	
Total entries approved by stockholders	-	510	-	1,209,381	-	-	(1,224,801)	(8,401)	(23,311)	
Changes affecting comprehensive income-										
Result from valuation of cash flow hedging instruments	-	-	-	-	(1,064)	-	-	-	(1,064)	
Net income	-	-	-	-	-	-	326,684	(2,789)	323,895	
Total comprehensive income	-	-	-	-	(1,064)	-	326,684	(2,789)	322,831	
Balances as of March 31, 2015	<u>\$ 660,154</u>	<u>\$1,475,324</u>	<u>\$126,136</u>	<u>\$3,060,606</u>	<u>\$ 4,532</u>	<u>\$ -</u>	<u>\$ 326,684</u>	<u>\$ 3,290</u>	<u>\$5,656,726</u>	
Balances as of January 1, 2016	\$ 660,154	\$1,447,985	\$132,030	\$2,903,153	\$ 89,270	\$ 2,754	\$1,371,358	\$ 105,841	\$6,712,545	

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**
Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Unaudited Condensed Consolidated Interim Statements of Cash Flows

For the three-months ended March 31, 2016 and 2015
(In thousands of Mexican Pesos)

	March 31, 2016	March 31, 2015
Net Income	\$ 441,176	\$ 323,895
Adjustments for items that do not result in cash flows:		
Depreciation of furniture and fixtures	88,081	8,958
Amortization of intangibles assets	8,483	1,405
Provisions	29,292	5,722
Deferred income taxes	132,678	84,887
Equity in income of associate companies	<u>(17,800)</u>	<u>(15,645)</u>
	681,910	409,222
Operating Activities		
Change in investment in securities	309,160	478,961
Change in derivatives (asset)	229,517	(231,446)
Change in loan portfolio (net)	(549,667)	(441,303)
Change in other accounts receivables (net)	(696,175)	(467,815)
Change in other assets	278,748	21,495
Change in senior notes and notes payable	23,279	434,571
Change in bank loans	4,094,452	(425,898)
Change in other accounts payable	<u>(2,307,736)</u>	<u>228,896</u>
Net cash flows from operating activities	2,063,488	6,683
Investing activities:		
Business acquisition	(1,136,393)	-
Acquisitions of property and equipment	(101,084)	-
Increase in investments in shares	(17,090)	-
Decreased in investments in shares	<u>10,300</u>	<u>47,539</u>
Net cash flows from investing activities	<u>(1,244,267)</u>	<u>47,539</u>
Financing activities:		
Share subscriptions premium	5,628	510
Repurchase of own shares	<u>30,392</u>	<u>(15,420)</u>
Net cash flows from financing activities	<u>36,020</u>	<u>(14,910)</u>
Net increase in cash and cash equivalents	855,241	39,312
Effect for change in the value of cash and equivalents	(57,403)	-
Cash and cash equivalents at beginning of year	<u>120,840</u>	<u>53,778</u>
Cash and cash equivalents at end of year	<u>\$ 918,678</u>	<u>\$ 93,090</u>

See accompanying notes to the unaudited condensed consolidated interim financial statements.

**Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple,
Entidad Regulada and Subsidiaries**
Av. Insurgentes Sur 730 Piso 20, Colonia Del Valle, México D.F.

Notes to the Unaudited Condensed Consolidated Financial Statements

For the three-months ended March 31, 2016 and 2015
(In thousands of Mexican pesos)

5. Activities, regulatory environment and significant events

Crédito Real, S.A.B. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada and subsidiaries (the “Entity” or “Crédito Real”), is a non- banking institution in Mexico, focused on consumer lending which has diversified business platform integrated mainly by five business lines: (i) payroll lending, (ii) durable goods loans, (iii) small and medium business loans, (iv) group loans, and (v) used car loans. Loans paid via the payroll are offered to unionized government employees through a national network of 15 distributors with which credit granting agreements have been executed. Crédito Real has executed exclusivity agreements with three of the main distributors and also holds a significant amount of their common stock. Durable good loans are offered to acquire durable and household goods through a network of retail chains that permit access to more than 115 points of sale. Loans are granted to small and medium businesses to cover the working capital requirements and investment activities of micro, small and medium enterprises; these resources are provided through a specialized broker or under the Entity’s own trademark. Group loans are mainly offered to groups of women with a productive activity by using the joint credit methodology; these loans are granted by two associate entities with a network of 1,061 promoters and 143 branches. Used car loans are granted to acquire preowned automobiles through agreements with 18 car dealers specialized in the purchase-sale of automobiles and a subsidiary with a network of 45 branches that offers financing by receiving automobiles and commercial vehicles as collateral; and finally through two entities which focus mainly on the Hispanic-American market with limited credit history in the United States of America.

Article 87-D of the General Law on Credit Organizations and Ancillary Activities (“LGOAAC”) establishes that multiple purpose financing companies that issue securities listed on the National Securities Registry pursuant to the Securities Law must prepare consolidated financial statements according to the accounting criteria set forth in the General Provisions applicable to credit institutions, exchange houses, regulated credit unions and multiple purpose financial institutions (the “Provisions”) issued by the Mexican National Banking and Securities Commission (the “Commission”).

As the Entity is a regulated multiple purpose financial institution, it is obligated to prepare its consolidated financial statements in accordance with the accounting criteria established by the Commission as set forth in the Provisions.

Payroll Loans

The Entity purchases loans with payment via payroll from distributors which offer credit products to the unionized workers of government agencies. These loans are also offered at times to pensioners or retired persons from the public sector. These loans are granted by distributors with which the Entity operates, and are then acquired by the Entity through financial factoring contracts in portfolio purchase transactions.

The payroll loans are settled through semimonthly installments which are made by the borrowers' employers, which consist of government agencies and other entities, in accordance with loan agreements signed by the borrower. Based on such loan agreements, a borrower authorizes the employer to use amounts deducted from the payroll for the fixed installment payments of the loan during its effective term. The risk of nonperformance decreases substantially over the term of the typical loan. The maximum limit established by government agencies in terms of the percentage of a worker's net salary that can be applied to settle a loan is 30%. The Entity offers certain customers the option of renewing their loans before they expire. However, the Entity does not preauthorize loans under any circumstances.

The relationships that have been established by the distributors, directly and through service providers such as public relations agencies, with the entities and unions that they use or affiliate workers of the federal government agencies and state agencies in different parts of the country, have been formalized through the execution of cooperation agreements, which enable the distributors to offer payroll loans to the affiliated workers of such unions and establish that the government agencies and entities execute the instruction received from the borrowers for the installments of principal and interest on the loans.

In accordance with the cooperation agreements, the government agencies and entities or unions process and grant the "discount codes" so that such agencies or entities can pay the loans by payroll directly (on behalf of the borrowers). Apart from making the payroll deductions and rendering payments directly to the collection trust in which the Entity is the beneficiary, the employers compile periodic reports to the distributors regarding the payroll deductions made on behalf of borrowers. The Distributors are responsible for coordinating with the different agencies and entities, so that the respective computer systems are accurate, and the payments are issued on a timely fashion. The employers do not intervene in any way in the negotiation, credit approval process or in the negotiations of the terms of the loan contract executed by the distributors with the affiliated workers.

The Entity estimates that the cost of procurement and maintenance of the aforementioned cooperation agreements ranges between 3% and 5% of the revenues generated by the payroll loan portfolio. Such cost is fully covered by the distributors.

The Entity's business model enables both the Entity and its distributors to make the most of their respective competitive advantages. While the Entity concentrates on administrating the credit risk, minimizing financial costs and maintaining diversified financing sources, the Distributors concentrate on increasing the number of possible customers through the execution of contracts with additional government agencies and entities or unions or renewing existing contracts, and on promoting the Entity's products among the affiliated workers of such agencies.

PYMES Loans

The Entity has an alliance with Fondo H, S.A. de C.V. SOFOM, ENR, a company engaged in making short and medium-term loans to small and medium businesses (PYMES) in Mexico. Its customer base includes businesses from the manufacturing, distribution and services sectors. Based on this partnership, financing is provided exclusively for loans originated by Fondo H.

Used car loans

Used car loans in Mexico are originated through contracts with car companies that sell used cars. Currently 18 alliances have been executed with distributors in more than 150 points of sale. Additionally, the Entity has a 51% holding in a company which operates under the brand "Drive & Cash", which is engaged in offering financing through the warranty of automobiles and commercial vehicles. As of March 31, 2016, the distribution network of Drive & Cash is composed of 45 branches located in 20 States Nationwide.

The Entity also offers loans for used cars in the US through a distributor in which it has a majority stake that operates under the name "Don Carro" with four branches in Texas. It also has a majority stake in a credit operator for used cars doing business as "AFS Acceptance". Such operator has a service platform which

enables it to operate in 45 states throughout the US, and also operating agreements in place with more than 400 distributors in that country.

Consumer Loans

With regard to consumer loans, the Entity has entered into contracts specialized commercial chains which originate loans for consumer durables, through more than 115 points of sale in most of the states in Mexico.

Group Loans

Group loans are originated through two specialized operators which have 1,061 promoters in a network comprising 143 branches. The promoters are familiar with the specific needs of the micro-entrepreneurs and the self-employed.

The aforementioned group credit loans refers to the credit belonging to the non-revolving consumer loan portfolio, with a weekly or half-monthly payment period, granted to groups of persons in which each member is held jointly and severally liable for the total payment of the loan, although the classification of such loan is made individually for each member of the group.

Significant events 2016 -

Crédito Real concluded as of February 29, 2016, share purchase-sale contract pursuant to which it acquired 70% of the capital stock of Marevalley Corporation, a Panamanian corporation (“Marevalley Corporation”), for the amount of US\$70,000,000 (seventy million US dollars). The remaining thirty percent of the shares not acquired by the Entity, are owned by Fundación Miriel.

Marevalley Corporation is the holder of several entities in Costa Rica, Nicaragua and Panama, which operate under the name “Instacredit”. Instacredit is a group of financial entities that offer loan products targeted to medium and low income segments, which are underserved by traditional banking institutions.

The acquisition will be accounted for under Mexican Financial Reporting Standard (“NIF”) B-7 (“NIF B-7”) “Business Acquisitions”, which defines a business acquisition as a transaction in which an entity obtains, directly or indirectly, control over the net assets of one or several businesses.

The acquisition of Marevalley Corporation shares by Crédito Real is a business combination within the scope of NIF B-7, considering that immediately prior to the share purchase, such entities were not under common control.

As a result of the above, in relation to the analysis performed by management, the following assets and liabilities were identified and measured at fair value:

	Amount
	February 29, 2016
<i>Balance Sheets</i>	
Acquisition consideration paid	\$ 1,263,976
Amounts recognized for identifiable assets and liabilities assumed at February 22, 2016	
<u>Current Assets:</u>	
Notes receivable and other receivables	\$ 2,257,990
Sundry debtors	46,922
Cash and cash equivalents	127,582

Transportation equipment, furniture and equipment	80,795
Other assets	333,393

Amount

Intangible Assets

Brand	<u>643,570</u>
Total identifiable assets	3,490,252

Current Liabilities:

Short-term liabilities	(2,061,798)
Long-term liabilities	<u>(85,254)</u>
Total liabilities assumed	<u>(2,147,052)</u>

Non controlling interest

	(402,960)
Net assets acquired	<u>\$ 940,240</u>
Goodwill	<u>\$ 323,736</u>

Results recognized for the period from January 1, to February 22, 2016 (unaudited):

Amount

Statement of Income

Total interest income	\$ 282,120
Total interest expense	(40,759)
Provision for loan losses	<u>(120,169)</u>
Financial margin after provision for loan losses	121,192
Operating expenses	(175,939)
Other income, net	<u>14,631</u>
Net income	<u>\$ (40,116)</u>

Identified intangible asset is related to the Brand "Instacredit" which operates in Costa Rica, Nicaragua and Panama.

Accounting effects of the acquisition of Marevalley Corporation

As of March 31, 2016, the Entity is still analyzing the identification and recognition of intangible assets over the 12 month period following the acquisition, in conformity with NIF B-7.

As of February 21, 2016, through the Stock Purchase Agreement, Crédito Real substituted part of a Loan of Instacredit Panama, S.A., Subsidiary of Marevalley Corporation, for USD\$21,000,000. The loan matures on February 22, 2017.

Significant events 2015 -

- g) The subscription and payment of 1,000 shares of Credit Real USA, Inc. ("CR USA") was approved pursuant to its charter dated June 1, 2015. Such shares represent 100% of the share capital of CR USA, which became a subsidiary of the Entity. CR USA is incorporated in the state of Delaware in the United States of America.

- I. Pursuant to a stock purchase agreement dated October 20, 2015, CR USA acquired 65,000 shares, representing a 65% equity interest in Acceptance AFS, LLC (“AFS”), which became a subsidiary of CR USA.
- h) Pursuant to deed No. 15,210 dated November 6, 2015, the Entity acquired subscribed and paid 999 Series A shares of CR Holding Mexico, S.A. de C.V., (“Controladora CR”). Such shares represent 99.9% of the outstanding shares of Controladora CR, which became a subsidiary of the Entity.
 - I. In the Extraordinary General Meeting held on December 13, 2015, the subscription and payment of 120188 Class "C", Series "C" shares of CAT 60, S.A.P.I. de C.V. (“Resuelve tu Deuda”) was approved. Such acquired shares represent 55.21% of the outstanding shares of Resuelve tu Deuda, which became a subsidiary of Controladora CR.
 - II. Also, in the Extraordinary General Meeting held on December 14, 2015, the subscription and payment of 38,886 Class “A” shares of Servicios Adquiridos, S.A. de C.V. ("Acquired Services") was approved. Such acquired shares represent 77.72% of the outstanding shares of Acquired Services which became a subsidiary of Controladora CR.
 - III. Finally, in the Extraordinary General Meeting held on December 2, 2015, the subscription and payment of 1,465,169 Series "II", Class "C" shares of Confianza Digital, S.A.P.I. de C.V., E.N.R. (“Credilikeme”) was approved. Such shares represent 23.86% of the outstanding shares Credilikeme, which became an associate of Controladora CR.

As a result of the transactions described above, management carried out an analysis of the fair values of identifiable assets and liabilities acquired and recorded goodwill in the amount of \$353,587, as described in Note 12.

The Entity is currently in the process of identifying and quantifying potential intangible assets resulting from the acquisitions in accordance with Mexican Financial Reporting Standard B-7 "Business Acquisitions" (NIF B-7). In accordance with this standard, the Entity has a maximum period of one year from the date of acquisition for identifying and recognizing intangible assets resulting from business acquisitions.

6. Basis of presentation

Explanation for translation into English - The accompanying consolidated financial statements have been translated from Spanish into English for use outside of Mexico. These consolidated financial statements are presented under the accounting rules issued by the Commission. Certain accounting practices applied by the Entity that are in conformity with the accounting rules issued by the Commission may not conform with accounting principles generally accepted in the country of use.

Interim financial statements - The accompanying condensed consolidated interim financial statements have been prepared and presented in conformity with the criteria established by the Commission, which incorporate on a supplemental basis, the accounting and reporting requirements set forth in NIF B-9, *Interim Financial Information* (“NIF B-9”). In the opinion of management, all the adjustments (consisting mainly of ordinary, recurring adjustments) necessary for a fair presentation of the accompanying condensed consolidated financial statements are included. The results of the periods are not necessarily indicative of the results for the full year. These financial statements should be read in conjunction with the audited consolidated financial statements and the respective notes for the year ended December 31, 2015.

Comprehensive income - Includes net income plus other accounts that represent comprehensive income or loss in the same period, which, in accordance with the accounting practices followed by the Entity are recorded directly in equity. For the three-months ended March 31, 2016, the comprehensive income is comprised of net income of the period, the effects of valuation of cash flow hedges and the cumulative

translation effect of foreign subsidiaries and for the three-months ended March 31, 2015 the comprehensive income is comprised of net income of the period and the effects of valuation of cash flow hedges.

Consolidation of financial statements - The consolidated financial statements include the financial statements of Crédito Real and those of its subsidiaries over which it exercises control. Crédito Real's shareholding in its consolidated subsidiaries is shown below:

Subsidiaries	Shareholding percentage		
	March 31, 2016	December 31, 2015	March 31, 2015
Servicios Corporativos Chapultepec, S.A. de C.V. ("Servicios Corporativos")	99.99%	99.99%	99.99%
Directodo México, S.A.P.I. de C.V. Sociedad Financiera de Objeto Múltiple, Entidad No Regulada ("Directodo")	99.99%	99.99%	99.99%
CR-Fact, S.A.P.I. de C.V. ("CR-Fact")	51.00%	51.00%	51.00%
Controladora CR México, S.A. de C.V. ("Controladora CR")	99.90%	99.90%	-
Crédito Real USA, Inc ("CR USA")	100.00%	100.00%	-
Creal Dallas, LLC ("Creal Dallas")	80.00%	80.00%	80.00%
Crholdingint, S.A. de C.V.	99.90%	-	-

Crholdingint, S.A. de C.V.

Since February 22, 2016 Crholdingint became a subsidiary of Crédito Real, which holds 99.9% of its outstanding shares Crholdingint's main activity is to offer loan through the following subsidiary.

Marevalley Corporation, S.A.

As indicated in Note 1, significant events 2016, since February 22, 2016 Marevalley Corporation became a subsidiary of Crholdingint which holds 70% of its outstanding shares.

Marevalley Corporation is the holder of several entities in Costa Rica, Nicaragua and Panama, which operate under the brand "Instacredit". Instacredit is a group of financial entities that offer loan products targeted to medium and low income segments, which are underserved by traditional banking institutions.

Servicios Corporativos Chapultepec, S.A. de C.V. -

The main activity of Servicios Corporativos is the provision of services. As of March 31, 2016 and December 31, 2015, the majority of service revenues are derived from contracts with Crédito Real which has a 99.99% in equity interest.

Directodo México, S.A.P.I. de C.V. Sociedad Financiera de Objeto Múltiple, Entidad No Regulada -

Directodo's main activity is lending cash to employees of government entities with which Directodo has entered into payroll discounting agreements, which are given in factoring arrangements with Crédito Real.

CR-Fact, S.A.P.I. de C.V. -

CR-Fact's main activity is providing financing through lending that is secured by cars and commercial vehicles.

Crédito Real USA, Inc. -

As indicated in Note 1, since June 1, 2015 CR USA is a subsidiary of Crédito Real, which holds 100% of its outstanding shares.

CR USA's main activity is to invest in US companies. At December 31, 2015, CR USA held the following investments:

AFS Acceptance, LLC. -

As indicated in Note 1, AFS Acceptance, LLC ("AFC"), became a subsidiary of CR USA on October 21, 2015, by virtue of CR USA's shareholding of 65%.

AFS is a financial institution that has served its market for more than 10 years and is focused on offering loans for the purchase of used cars in the US. The most valuable features of AFS are: (1) its management team which is comprised of its major shareholders and that have extensive experience in the US used car market, in addition to specific market intelligence regarding the Hispanic-American market in the US; (2) presence in 40 states with a network of over 300 used car dealers; (3) a solid knowledge of the Hispanic-American market (as mentioned above), and (4) a sophisticated and proven process for collection management, risk analysis and loan origination.

Controladora CR México, S.A. de C.V. -

As indicated in Note 1, Controladora CR became a subsidiary of Crédito Real on November 6, 2015 by virtue of Crédito Real's shareholding of Crédito Real's shareholding of 99.90%.

Controladora CR's main activity is to invest in Mexican companies. At the close of March 31, 2016, Controladora CR held following investments:

CAT 60, S.A.P.I. de C.V. -

As indicated in Note 1. CAT 60, became a subsidiary of Controladora CR on December 1, 2015 by virtue of Controladora CR's shareholding of 55.21%.

CAT 60 holds four subsidiaries, the most important of which is Reparadora RTD, S.A. de C.V. ("RTD"), which provides credit repair focused on individuals with excessive indebtedness, advising on savings plans and negotiating with creditors to settle debts, rehabilitating the client and facilitating creditworthiness. RTD has served about 80,000 customers in Mexico and manages more than 3 billion pesos in debt without exposure to the credit risk of its customers.

Servicios Adquiridos, S.A. de C.V. -

As indicated in Note 1, Servicios Adquiridos became a subsidiary of Controladora CR on December 1, 2015, by virtue of Controladora CR's, shareholding of 77.72%.

Confianza Digital, S.A.P.I. de C.V., SOFOM, E.N.R. -

As indicated in Note 1, Credilikeme became an associate of Controladora CR on December 1, 2015 by virtue of Controladora CR's shareholding of 23.86%. Credilikeme's main activity is financing by granting loans through a Plataforma Digital Gamificado (Digital Gaming Platform), which incorporates gaming elements into its digital platform to generate stimulating experiences, as well as desirable credit behavior and habits. The payment terms range from 2 to 6 months and the credit amounts from \$2,000 to \$12,000.

Creal Dallas, LLC -

As indicated in Note 1, as of September 19, 2014 Creal Dallas is a subsidiary of Crédito Real, which holds 80% of its equity. Its principal activity is the sale of used cars through the following subsidiary.

CR MPM, LLC -

As indicated in Note 1, Don Carro became a subsidiary of Crédito Real on September 19, 2014 by virtue of Crédito Real’s shareholding of 80% of Creal Dallas, which holds 80% of the equity in Don Carro.

Don Carro focuses on offering loans for the acquisition of used cars in the US, and at the close of the year 2015 has four branches in the state of Texas.

The Entity is currently identifying and quantifying the potential intangible assets generated by the acquisitions, as the case may be, in conformity with Mexican Financial Reporting standard (“NIF”) B-7 “Business acquisitions”. In accordance with such Standard, the Entity has a deadline of one year from the acquisition date to identify and recognize any intangible assets resulting from the business acquisition.

7. Significant accounting policies

The same accounting policies, presentation and methods of computation have been followed in these unaudited condensed consolidated interim financial statements as were applied in the preparation of the Entity’s financial statements for the year ended December 31, 2015.

Currency of the unaudited condensed consolidated financial statements – The unaudited condensed consolidated financial statements and notes as of March 31, 2016 and December 31, 2015 and for the three-months ended March 31, 2016 and 2015 include balances and transactions in pesos of different purchasing power.

Translation of financial statements of subsidiaries in foreign currency – To consolidate the financial statements of foreign transactions, they are modified in the recording currency for presentation in the consolidated financial statements of the Entity. The financial statements are translated to Mexican pesos, using the following methodologies:

The foreign transactions whose recording currency and functional currency are the same, translate the financial statements at the following exchange rates: 1) closing rate for assets and liabilities, 2) historical rate for stockholders’ equity and 3) that of the accrual date for revenues, costs and expenses. The effects of conversion are recorded in stockholders’ equity.

Entities	Recording currency	Functional currency	Reporting currency
Creal Dallas	U.S. Dollar	U.S. Dollar	Mexican Peso
CR USA	U.S. Dollar	U.S. Dollar	Mexican Peso
Marevalley Corporation	U.S. Dollar	U.S. Dollar	Mexican Peso

8. Cash and cash equivalents

As of March 31, 2016 and December 31, 2015, were as follows:

	March 31, 2016	December 31, 2015
Banks:		
National currency	\$ 756,200	\$ 72,532
Foreign currency	<u>162,478</u>	<u>48,308</u>

\$ 918,678 \$ 120,840

9. Investments in securities

As of March 31, 2016 and December 31, 2015, investments in securities were as follows:

March 31, 2016			
	Amount invested	Rate	Amount
Commercial paper (a)	\$ 141,486	10.25%	\$ 145,045
Bank promissory notes (b)	<u>88,952</u>	2.84%	<u>89,061</u>
Total securities available for sale	<u>230,438</u>		<u>234,106</u>
Total investments in securities	<u>\$ 230,438</u>		<u>\$ 234,106</u>
December 31, 2015			
	Amount invested	Rate	Amount
Commercial paper (a)	\$ 129,641	7.5%	\$ 131,226
Bank promissory notes (b)	<u>411,836</u>	1.38%	<u>412,040</u>
Total securities available for sale	<u>541,477</u>		<u>543,266</u>
Total investments in securities	<u>\$ 541,477</u>		<u>\$ 543,266</u>

- (a) Investments in US dollar-denominated negotiable securities are composed of investment grade corporate debt instruments traded in international markets, maturing on March 13, 2019, with limited liquidity, and risk proportionally tied to the issuer and the exchange rate.

As of March 31, 2016 and December 31, 2015, investments in marketable securities denominated in U.S. dollars amounts to \$145,044 and \$131,226, respectively.

- (b) Investments in bank paper and government paper consist of bank debt in Mexican pesos, whose maturities range from 1 to 31 days and which at March 2016 and December 2015 amount to \$89,061 and \$412,040, respectively. Also, the Entity held one-day investments in bank paper denominated in U.S. dollars amounting \$0 and \$850 as of March 31, 2016 and December 31, 2015, respectively.

10. Derivative financial instruments

For trading purposes

Cross Currency Swap and Fx Option (CCS & CP)

On December 4, 2014, the Entity entered into a Derivative Financial Instrument (“IFD”) with Barclay Bank México S.A. (“Barclays”) for a syndicated line of credit of \$74,000 US Dollars, contracted on December 5, 2014, and maturing on December 5, 2016. As of March 31, 2016, the balance of this loan is US \$15,000,000. This hedge instrument is used to significantly reduce the market risk in which our primary position is exposed for foreign exchange fluctuations and changes in interest rates.

For accounting purposes, given that there is a put written option on the hedge, it has been designated as held for trading purposes, and changes in the fair value are recorded in results of the period. For this option the Entity is exposed to risk if the exchange rate US dollar exceeds \$17.00 pesos per US Dollar.

On March 31, 2016 the second repayment of the line of credit executed with Barclays Bank México, S.A. (“Barclays”) was completed. Consequently, a Cross Currency Swap was redeemed for US\$5 million at the exchange rate of MX \$14.1260 per US dollar at an interest rate 292 base points above the TIIE rate. It also redeemed the contract for an exchange rate option with the sale of a call at \$17.00 in the final swap.

Operating characteristics
(In Mexican Pesos):

Characteristics of CCS	Barclays	Option Details	Barclays
Currency A:	Dollar (USD)	Style of option:	European
Currency B:	Pesos (MXN)	Type of option	USD Call / MXN Put
Required to pay floating rate amounts in currency A:	CR	Currency and amount of Call:	USD 15,000,000
Required to pay fixed rate amounts in currency B:	Barclays	Currency and amount of Put:	MXN \$211,890,000
Transaction date:	December 4, 2014	Strike:	\$17.00
Reference exchange amount in both currencies:	At the beginning and at Maturity	Maturity Date:	December 5, 2016
Start date:	December 5, 2014	Day of payment	December 5, 2014
Maturity date:	December 5, 2016	Premium:	-
A currency settlement date A:	USD 15,000,000	Market value MXN (thousands)	\$ (14
A currency settlement date B:	MXN \$211,890,000	Market value USD (thousands)	\$
Fixed rate for the amount in currency B for the first period:	\$14.1260 MXN per USD	Style of option:	\$ -
Floating rate for currency A:	USD LIBOR BBA	-	-
Spread	4.75%	-	-
Fraction for the count of days applicable to the fixed rate for amounts in foreign currency A:	Actual/360		
A currency payment dates A:	The 31th of each month after December 31, 2014		
A currency settlement date A:	December 5, 2016		
A currency payment dates B:	Every 28 days from December 31, 2014		
Floating or fixed rate for currency B:	2.92%		
Fraction for the count of days applicable to floating or fixed rate amounts in currency B:	Actual/360		
Market value MXN (thousands)	\$ 49,117		
Market value USD (thousands)	\$ 2,849		
Collateral MXN	\$ -		

On April 13, 2015, the Entity executed a derivative financial instrument with Credit Suisse AG, Cayman Islands Branch (“CS”) for a syndicated loan of US \$100,000, which was contracted on April 14, 2015 and will mature on April 14, 2017. This hedge instrument has been used by the Entity to significantly reduce the market risks to which its primary position is exposed derived from exchange and interest rate fluctuations. As the hedge offers a sale option, for accounting purposes, the Entity has designated the financial instrument as held for trading purposes and has recorded changes to its fair value in the results of the period.

Operating characteristics (In Mexican Pesos):

Characteristics of CCS	Credit Suisse	Option Details	Credit Suisse
Currency A:	Dollar (USD)	Style of option:	European
Currency B:	Pesos (MXN)	Type of option	USD Call / MXN Put
Required to pay floating rate amounts in currency A:	CR	Currency and amount of Call:	USD 100,000,000
Required to pay fixed rate amounts in currency B:	Credit Suisse	Currency and amount of Put:	MXN \$1,535,000,000
Transaction date:	April 13, 2015	Strike:	\$17.00
Reference exchange amount in both currencies:	At the beginning and at Maturity	Maturity Date:	April 14, 2017
Start date:	April 14, 2015	Day of payment	April 14, 2015
Maturity date:	April 14, 2017	Premium:	-
A currency settlement date A:	USD 100,000,000	Market value MXN (thousands)	\$ (92,3'
A currency settlement date B:	MXN \$1,535,000,000	Market value USD (thousands)	\$ (5,3:
Fixed rate for the amount in currency B for the first period:	\$15.3500 MXN per USD	Collateral MXN	\$ -
Floating rate for currency A: Spread	USD LIBOR BBA 6.10%	-	-

Characteristics of CCS	Credit Suisse
Fraction for the count of days applicable to the fixed rate for amounts in foreign currency A:	Actual/360
A currency payment dates A:	The 14th day of each month after July 14, 2015
A currency settlement date A:	April 14, 2017
A currency payment dates B:	Every 28 days from May 14, 2015
Floating or fixed rate for currency B:	3.03%
Fraction for the count of days applicable to floating or fixed rate amounts in currency B:	Actual/360
Market value MXN (thousands)	\$ 237,551
Market value USD (thousands)	\$ 13,781
Collateral MXN	\$ -

On March 15, 2016, Crédito Real contracted a Cross Currency Swap & Interest Rate Swap with Bank Morgan Stanley (France) (hereinafter "Morgan") for the amount of US\$100 million, with an exchange rate of \$17.9000 Mexican pesos for one US dollar and a fixed interest rate of 3.4750% denominated in Mexican pesos to cover the principal payment of the credit line executed with Credit Suisse for the notional amount of US\$100 million, which started on February 19, 2016 and will be payable on February 19, 2018. The Entity also contracted an exchange rate option with the sale of a call option for \$20.00 at the final exchange. As the hedge offers a sale option, for accounting purposes, the Entity has designated the financial instrument as held for trading purposes and has recorded changes to its fair value in the results of the period.

Operating characteristics (In Mexican Pesos):

Characteristics of CCS	Morgan Stanley	Option Details	Morgan Stanley
Currency A:	Dollar (USD)	Style of option:	European
Currency B:	Pesos (MXN)	Type of option	USD Call / MXN Put
Required to pay floating rate amounts in currency A:	CR	Currency and amount of Call:	USD 100,000,000
Required to pay fixed rate amounts in currency B:	Morgan Stanley	Currency and amount of Put:	MXN \$1,790,000,000
Transaction date:	March 15, 2016	Strike:	\$20.00 MXN/USD
Reference exchange amount in both currencies:	At the beginning and at Maturity	Maturity Date:	February 20, 2018
Start date:	February 20, 2016	Day of payment	February 20, 2016
Maturity date:	February 20, 2018	Premium:	-
A currency settlement date A:	USD 100,000,000	Market value MXN (thousands)	\$ 63,283
A currency settlement date B:	MXN \$1,790,000,000	Market value USD (thousands)	\$ 3,671
Fixed rate for the amount in currency B for the first period:	\$17.9000 MXN per USD	Collateral MXN	\$ -
Floating rate for currency A:	USD LIBOR BBA	-	-
Spread	3.4750%	-	-
Fraction for the count of days applicable to the fixed rate for amounts in foreign currency A:	Actual/360		
A currency payment dates A:	The 21 st of each month after February 21, 2016		
A currency settlement date A:	February 20, 2018		
A currency payment dates B:	Every month from February 22, 2016		
Floating or fixed rate for currency B:	0.00%		
Fraction for the count of days applicable to floating or fixed rate amounts in currency B:	Actual/360		
Market value MXN (thousands)	\$ (75,365)		
Market value USD (thousands)	\$ (4,372)		
Collateral MXN	\$ -		

On March 8, 2016, Crédito Real contracted a Cross Currency Swap & Interest Rate Swap with Credit Suisse Ag, Cayman Islands Branch (“CS”) for the amount of US\$100 million, with an exchange rate of \$17.9000 Mexican pesos for one US dollar and a fixed interest rate of 0.27% denominated in Mexican pesos to cover the principal payment of the credit line executed with Credit Suisse for the notional amount of US\$100 million, which started on February 19, 2016 and will be payable on February 19, 2018. The Entity also contracted an exchange rate option with the sale of a call option for \$20.00 at the final exchange. As the hedge offers a sale option, for accounting purposes, the Company has designated the financial instrument as held for trading purposes and has recorded changes to its fair value in the results of the period.

Operating characteristics (In Mexican Pesos):

Characteristics of CCS	Credit Suisse	Option Details	Credit Suisse
Currency A:	Dollar (USD)	Style of option:	European
Currency B:	Pesos (MXN)	Type of option	USD Call / MXN Put
Required to pay floating rate amounts in currency A:	CR	Currency and amount of Call:	USD 100,000,000
Required to pay fixed rate amounts in currency B:	Credit Suisse	Currency and amount of Put:	MXN \$1,790,000,000
Transaction date:	March 8, 2016	Strike:	\$20.00 MXP/USD
Reference exchange amount in both currencies:	At the beginning and at Maturity	Maturity Date:	February 19, 2018
Start date:	March 10, 2016	Day of payment	February 19, 2016
Maturity date:	February 19, 2018	Premium:	-
A currency settlement date A:	USD 100,000,000	Market value MXN (thousands)	\$ (63,)
A currency settlement date B:	MXN \$1,790,000,000	Market value USD (thousands)	\$ (3,)
Fixed rate for the amount in currency B for the first period:	\$17.9000 MXN per USD	Collateral MXN	\$ -
Floating rate for currency A:	USD LIBOR BBA	-	-
Spread	0.27%	-	-
Fraction for the count of days applicable to the fixed rate for amounts in foreign currency A:	Actual/360		
A currency payment dates A:	The 19th day of each month after March 19,2016		
A currency settlement date A:	February 19,2018		
A currency payment dates B:	Every 3 months from February 19, 2016		
Floating or fixed rate for currency B:	0.00%		
Fraction for the count of days applicable to floating or fixed rate amounts in currency B:	Actual/360		
Market value MXN (thousands)	\$ 7,098		
Market value USD (thousands)	\$ 412		
Collateral MXN	\$ -		

Hedging purposes

The Entity's management has established a policy to contract financial derivatives for the purpose of hedging the risks inherent to exposure in foreign currency (exchange rate) generated by contracting debt instruments in a currency other than the Mexican peso, and by interest rate risk.

The derivatives designated as hedges recognize the changes in valuation based on the type of hedge in question: (1) when they are fair value hedges, the fluctuations of both the derivative and the hedged item are valued at fair value and are recognized in results; (2) when they are cash flow hedges, the effective portion of the result of the hedge instrument is recognized in stockholders' equity as part of the other items in comprehensive income, and the ineffective portion of the result of the hedge instrument is recognized immediately in results of the period.

Furthermore, the fair value of the debt in foreign currency is recognized on the balance sheet and changes in this debt are recognized in the income statement.

Changes in the fair value of financial derivatives and changes in the fair value of the debt are recognized in net interest income. The valuation of the financial derivatives and primary position considers valuation techniques widely accepted in the financial services industry.

At the end of March 2016, prospective and retrospective effectiveness tests show that the hedge has been highly effective. As of March 31, 2016, the carrying amount of \$1,901,358 was included in derivative financial instruments reflecting the fair value of these instruments.

Deposits given to the counterparty in accordance with margin calls are presented and measured at fair value within the category of restricted funds available. In addition there are credit lines to cover margin calls. The Entity analyzes the risk cover margin calls in excess of the credit lines contracted value.

As March 31, 2016, due to the appreciation of the US dollar they presented no margin calls, thus not have granted financial assets as collateral. At the end of March 2016 they were not restricted availabilities margin calls. The Entity has mechanisms and committees to measure risk management and ensure proper management.

Operating characteristics (In Mexican Pesos):

Characteristics	Barclays	Deutsche Bank
Notional:	\$250,000,000	\$250,000,000
Currency:	MXN	MXN
Required to pay fixed rate:	Crédito Real	Crédito Real
Required to pay floating rate:	Barclays	Deutsche Bank
Transaction date:	October 14, 2015	October 14, 2015
Start date:	October 15, 2015	October 9, 2015
Maturity date:	March 23, 2018	March 23, 2018
Fixed rate:	6.4050%	6.3800%
Floating rate:	TIE	TIE
Fraction for the count of days applicable to floating or fixed rate:	Actual/360	Actual/360
Interest payment dates:	Every 28 days from November 6, 2015	Every 28 days from November 6, 2015
Market value MXN (thousands)	\$ 995	\$ 1,115
Collateral MXN (thousands)	\$ -	\$ -

These rate swap contracts allow the Entity to set interest rates, knowing with certainty the interest payment flow for debt.

On March 31, 2016, the Entity completed the total redemption of the securitized certificates with ticker symbol creal 13-2, with a starting date of November 14, 2013 and maturity on March 31, 2016. Accordingly, it redeemed with Bank Morgan Stanley (France) sas (“Morgan”) an interest rate swap for MX \$500 million at a fixed rate of 4.3850%, to cover such securitized certificate.

On October 14, 2015, the Entity contracted with Barclays Bank México, S.A. (“Barclays”), an interest rate swap for MX \$250 million at a fixed rate of 6.4050%, to cover part of the securitized certificate with ticker symbol creal-15, starting on October 9, 2015 and maturing on March 23, 2018.

On October 14, 2015, Crédito Real contracted with Deutsche Bank México, S.A., Institución De Banca Múltiple (“DB”), an interest rate swap for MX \$250 million at a fixed rate of 6.3800%, to cover part of the securitized certificate with ticker symbol creal-15, starting on October 9, 2015 and maturing on March 23, 2018.

The Entity uses derivative financial instruments for hedging purposes to manage risks related to fluctuations in exchange rates and interest rates applicable to the issuance of the Senior Notes with yield 7.50% Notes due 2019 and for the bank debt denominated in US dollars. In addition, the Entity has contracted interest rate swaps in order to fix the interest rate of two of the medium-term emissions has outstanding and previously found floating rate.

The intent of derivative financial instruments for hedging purposes is to cover the risks described above by cash flow hedges, over the term of the hedges.

Cross Currency Swaps (“CCS”)

The entity has hired two CCS for Senior Notes maturing in 2019, with two financial institutions; (1) Barclays Bank Mexico, S.A. (“BARCLAYS”), (2) Deutsche Bank Mexico, S.A. Institución de Banca Múltiple (“DB”).

As of March 31, 2016, the CCS instruments contracted are as follows:

Description	Barclays (1)	Deutsche Bank (2)
Currency A:	Dollars (USD)	Dollars (USD)
Currency B:	Pesos (MXN)	Pesos (MXN)
Obligated to pay fixed rate for amounts in currency A:	BARCLAYS	DB
Obligated to pay floating or fixed rate for amounts in currency B:	Crédito Real	Crédito Real
Date of transaction:	March 27, 2014	March 27, 2014
Swap reference amount in both currencies:	At the start and at maturity	At the start and at maturity
Starting date:	March 13, 2014	March 13, 2014
Maturity date:	March 13, 2019	March 13, 2019
Reference amount in currency A:	USD 150,000,000	USD 150,000,000
Reference amount in currency B:	MXN \$2,175,000,000	MXN \$2,175,000,000
Exchange rate used to calculate reference amount in currency B:	\$14.5000 MXN per USD	\$14.5000 MXN per USD
Fixed rate for amounts in currency A:	7.50%	7.50%
Fraction for counting of days applicable to fixed rate for amounts in currency A:	30/360	30/360
Payment dates currency A:	Every six months beginning September 13, 2014	Every six months beginning September 13, 2014
Settlement date currency A:	March 13, 2019	March 13, 2019
Payment dates currency B:	Every 28 days beginning on April 10, 2014.	Every 28 days beginning April 10, 2014.
Fixed rate for an amount in currency A for the first period:	7.50%	7.50%
Floating or fixed rate for amounts in currency B:	7.16%	7.18%
Spread	-	-
Fraction for counting of days applicable to floating rate for amounts in currency B:	Current/360	Current/360
Market value MXN (thousands)	\$ 708,645	\$ 707,406
Market value USD (thousands)	\$ 41,112	\$ 41,040
Collateral MXN (thousands)	\$ -	\$ -

The exchange rate as of March 31, 2016 is \$17.2370.

On July 2, 2015, the Entity entered into an interest rate and exchange rate swap (Cross Currency Swap) with Bank Morgan Stanley (France) SAS (“Morgan”) for USD\$75,000 at an exchange rate of MX \$14.50 per USD \$1.00 at a fixed rate of 6.30%, hedge a portion of the senior note maturing in 2019, with a starting date of March 13, 2014 and maturity on March 13, 2019. The Entity also contracted an exchange rate option (collar) with the purchase of a put at \$14.50 and the sale of a call at \$20 in the final swap. As the instrument includes a long put option on the hedge, the Entity has designated the financial instrument as a hedging instrument for accounting purposes, and records the changes in fair value in the other comprehensive income (Cross Currency) and the extrinsic value of the options in results for the period.

Operating characteristics (In Mexican Pesos):

Characteristics of CCS	Morgan Stanley	Option Details	Morgan Stanley
Currency A:	Dollar (USD)	Style of option:	European
Currency B:	Pesos (MXN)	Type of option	USD Call / MXN Put
Required to pay floating rate amounts in currency A:	CR	Currency and amount of Call:	USD 75,000,000
Required to pay fixed rate amounts in currency B:	Morgan Stanley	Currency and amount of Put:	MXN \$1,087,500,000
Transaction date:	March 13, 2015	Put Rate:	\$14.50
Reference exchange amount in both currencies:	At the beginning and at Maturity	Call Rate:	\$20.00
Start date:	July 2, 2015	Maturity Date:	March 13, 2019
Maturity date:	March 13, 2019	Day of payment	July 2, 2015
A currency settlement date A:	USD 75,000,000	Premium:	-
A currency settlement date B:	MXN \$1,087,500,000	Market value MXN (thousands)	\$ (93,324)
Fixed rate for the amount in currency B for the first period:	\$14.5000 MXN per USD	Market value USD (thousands)	\$ (5,414)
Floating rate for currency A:	USD LIBOR BBA	Collateral MXN	\$ -
Spread	7.50%	-	\$ -
Fraction for the count of days applicable to the fixed rate for amounts in foreign currency A:	Actual/360		
A currency payment dates A:	The 13th day of each month after September 13, 2015		
A currency settlement date A:	March 13, 2019		
A currency payment dates B:	Every 28 days from July 2, 2015		
Floating or fixed rate for currency B:	6.30%		
Fraction for the count of days applicable to floating or fixed rate amounts in currency B:	Actual/360		
Market value MXN (thousands)	\$ 380,956		
Market value USD (thousands)	\$ 22,101		
Collateral MXN	\$ -		

As of March 31, 2016, the CCS instruments contracted are as follows:

Description	Credit Suisse
Currency A:	Dollars (USD)
Currency B:	Pesos (MXN)
Obligated to pay fixed rate for amounts in currency A:	CS
Obligated to pay floating or fixed rate for amounts in currency B:	Crédito Real
Date of transaction:	February 23, 2016
Swap reference amount in both currencies:	At the start and at maturity
Starting date:	February 22, 2016
Maturity date:	February 19, 2018
Reference amount in currency A:	USD 100,000,000
Reference amount in currency B:	MXN \$1,821,000,000
Exchange rate used to calculate reference amount in currency B:	\$18.2100 MXN per USD
Fixed rate for amounts in currency A:	9.32%
Floating or fixed rate for amounts in currency B:	USD-LIBOR-BBA
Spread	8.15%
Market value MXN (thousands)	\$ (6,803)
Market value USD (thousands)	\$ (395)
Collateral MXN (thousands)	\$ -

The exchange rate as of March 31, 2016 is \$17.2370.

On February 23, 2016, Crédito Real contracted a Cross Currency Swap & Interest Rate Swap with Credit Suisse Ag, Cayman Islands Branch (“CS”) for US\$100 million with an exchange rate of \$18.2100 Mexican pesos for one US dollar, at a fixed interest rate of 9.32% denominated in Mexican pesos to cover the interest accrued by the credit line executed with Credit Suisse for the notional amount of US\$100 million, which started on February 19, 2016 and will be payable on February 19, 2018.

On April 14, 2015, the CCS matured for the Senior Note maturing in 2015 with Bank of América México, S.A. Institución de Banca Múltiple, Grupo Financiero Bank of América (“BOFA”), for the amount of US \$26,262.

On July 2, 2015, the Entity canceled a Cross Currency Swap with Bank Morgan Stanley (France) sas (“Morgan”), for US \$75,000 with an exchange rate of MX \$13.13 per US \$1.00 at the TIIE rate + 529.5 basis points, which covered part of the senior note maturing in 2019, starting March 13, 2014 and maturing March 13, 2019.

These instruments enable the Entity to establish the exchange rate to be used for the payment of the debt in US dollars on the date of maturity. When contracting loans in foreign currency, the hedge contracted enables the exchange risk to be adequately managed.

The CCS hedge contract also includes the interest rate swap on the debt. Based on the CCS contracted, the Entity delivers to its counterparty a variable rate plus a surcharge in Mexican pesos and the counterparty delivers a fixed rate in US dollars. The flow of the swaps takes place every 28 days for the Entity while for the counterparty it is semiannually, according to the coupon cut-off of the debt in US dollars. During the term of the CCS, the Entity delivers the interest calculated using variable and fixed rates in local currency based on the periodicity established, and the counterparty delivers the interest calculated using the fixed rate in dollars based on the periodicity established.

By contracting the CCS, the Entity has hedged the risk of a devaluation of the Mexican peso against the US dollar, and is exposed to the risk of an appreciation of the Mexican peso against the US dollar. With regard to interest rate risk, by contracting the CCS the Entity is exposed to the risk of variances in the Interbank Interest Rate (“TIIE”) in the contracts which include a floating rate.

Formal hedge documentation -

Once cash flow and fair value hedges are structured, the Entity prepares an individual file for each transaction containing the following documentation:

- The strategy and objective of the Entity’s risk management, as well as the rationale that lead the decision to carry out the hedging operation.

- The specific risk or risks to be hedged.
- Hedge structure identifying the derivative financial instruments contracted for hedging purposes and the item generating the hedged risk.
- Definition of the elements composing the hedge, its objective and a reference to the effectiveness valuation method.
- Contracts for the hedged item and hedging instrument, as well as confirmation from the counterparty.
- Periodic hedge effectiveness tests at the prospective level regarding its estimated future evolution and at the retrospective level, concerning its past behavior. These tests are applied at least at the end of each quarter, according to the valuation method defined when creating the hedge files.

Risk management

The Entity has segregated risk evaluation and management under the following headings:

Credit risk: The credit risk refers to the risk whereby a customer or counterparty defaults on its contractual obligations, thus resulting in a financial loss for the Entity.

Market risk: the income volatility resulting from market changes that affect the evaluation of active or passive transaction positions such as interest rates and exchange rates.

Liquidity risk: the loss potentially generated by the Entity's inability to renew its liabilities or contract others under normal conditions.

Counterparty credit risk

The Entity manages the credit risk generated by its derivatives portfolio by only performing transactions with recognized counterparties with an investment-grade rating. As of March 31, 2016, the Entity maintains a position composed by derivative financial instruments based on foreign currency swaps that represent an asset for it. The total potential loss expected from this type of derivative financial instrument is \$1,901,359.

Sensitivity analysis

The Entity performed a sensitivity analysis so as to forecast situations that could result in extraordinary losses as regards the valuation of the derivative financial instruments composing its position at March 2016 close.

A derivative sensitivity analysis is performed by considering the following elements:

Estimate the surplus value or shortfall of the securities valuation in the event of:

- An increase of +1 peso in the MXN/USD exchange rate
- A decrease of -1 in the MXN/USD exchange rate
- An increase of +100 interest rate basis points
- A decrease of -100 interest rate basis points

Sensitivity of foreign currency

Trading Derivatives	+1 exchange rate	-1 exchange rate
Foreign currency swap	\$ 411,111	\$ (411,111)
Foreign currency option	\$ (168,828)	\$ 168,828
Hedging derivatives		
fair value	+1 exchange rate	-1 exchange rate
Foreign currency swap	\$ 352,838	\$ (352,838)

Interest Rate Sensitivity

	Hedging derivatives fair value	+1 exchange rate	-1 exchange rate
Interest rate swap		\$ (186)	\$ 186

If any of the sensitivity scenarios detailed in the above table actually arise, the losses generated by derivative instruments held for trading purposes and fair value hedges will directly affect the statement of income, while cash flow hedges will affect the Entity's capital.

Maturity analysis

An analysis of future obligations resulting from derivative financial instruments is detailed below:

Although foreign currency swaps represent active positions at March 31, 2016, the Entity has decided to present undiscounted future cash flows that represent a liability based on their maturity.

	2016	2017	2018	2019
Foreign currency swaps	\$ 69,086	\$ 72,325	\$ 155,036	\$ 1,610,043
Interest rate Swaps	\$ (218)	\$ 1,687	\$ 641	\$ -

7. Loan Portfolio

At March 31, 2016 and December 31, 2015, the loan portfolio was comprised as follows:

	March 31, 2016	December 31, 2015
Loan portfolio -		
Commercial portfolio	\$ 23,276,298	\$ 20,793,043
Consumer portfolio	<u>4,526,532</u>	<u>1,486,896</u>
Performing loan portfolio	27,802,830	22,279,939
Less-		
Interest accrued on factoring operations	(7,604,270)	(5,069,765)
Gauging warranty	<u>(16,774)</u>	<u>(16,624)</u>
Performing Loan Portfolio	20,181,786	17,193,550
Non-performing loan portfolio	<u>553,588</u>	<u>416,089</u>
Loan Portfolio	20,735,374	17,609,639
Less-		
Allowance for loan losses	<u>(803,584)</u>	<u>(485,506)</u>
Performing Loan Portfolio, net	<u>\$ 19,931,790</u>	<u>\$ 17,124,133</u>

As of March 31 2016 and December 31, 2015, \$1,224,401 and \$1,233,350, respectively, of the loan portfolio is pledged to guarantee certain credit facilities.

The portfolio is comprised of 763,660 and 619,084 customers as of March 31, 2016 and December 31, 2015, respectively.

The average loan balance is \$27 and \$28 as of March 31, 2016 and December 31, 2015, respectively, with an average term of 35 and 34 months, respectively.

The interest income recognized by the Entity refers exclusively to the Entity's participation and, accordingly, excludes the participation applicable to the distributors. In accordance with the agreements executed, the Entity shares with the distributor the credit risk and the revenues generated by the loans originated by the distributor. The distributor is responsible for servicing the loans granted and covering all the operating expenses related to the portfolio that it originates.

As of March 31, 2016, the performing loan portfolio that has a balance with at least one day of aging is as follows:

	0 to 30	31 to 60	61 to 90	Total
Commercial loan	\$ 14,154,601	\$ 994,354	\$ 506,299	\$ 15,655,254
Consumer loan	<u>4,379,313</u>	<u>94,432</u>	<u>52,787</u>	<u>4,526,532</u>
	<u>\$ 18,533,914</u>	<u>\$ 1,088,786</u>	<u>\$ 559,086</u>	<u>\$ 20,181,786</u>

As of March 31, 2016, the non-performing loan portfolio that has balance with at least once day of aging is as follows:

	91 to 180
Commercial loan	\$ 374,915
Consumer loan	<u>178,673</u>
	<u>\$ 553,588</u>

The loan portfolio by geographic is as follows.

During 2016, the loan portfolio increased significantly due to the consolidation of Instacredit loan portfolio for \$2,775.6 million pesos in the Entity figures, together with the placement of direct commercial loans through the Entity's sales force and financial factoring transactions performed with three of its main distributors, Directodo, Publiseg and Grupo Empresarial Maestro. The placement of these principal distributors and the direct credits represented 83% of the Entity's pay roll credit placement as of March 31, 2016, below shows the loan portfolio by geographical region (in millions of Mexican pesos):

(Unaudited)				
Federal Entity	March 31, 2016		December 31, 2015	
	Loan Amount ⁽¹⁾	% of the portfolio ⁽²⁾	Loan Amount ⁽¹⁾	% of the portfolio ⁽²⁾
Aguascalientes	\$ 140.5	0.7%	\$ 133.0	0.8%
Baja California Norte	200.3	1.0%	202.0	1.1%
Baja California Sur	63.8	0.3%	62.2	0.4%
Campeche	297.4	1.4%	305.3	1.7%
Chiapas	882.3	4.3%	866.6	4.9%
Chihuahua	242.2	1.2%	251.2	1.4%
Coahuila	189.0	0.9%	175.2	1.0%
Colima	63.6	0.3%	60.0	0.3%
Durango	101.5	0.5%	100.3	0.6%
Estado de México	1,799.4	8.7%	1,502.1	8.5%
Guanajuato	475.5	2.3%	460.9	2.6%
Guerrero	920.2	4.4%	956.7	5.4%
Hidalgo	347.7	1.7%	347.7	2.0%
Jalisco	571.0	2.8%	568.0	3.2%
Michoacán	375.9	1.8%	359.3	2.0%
Morelos	206.0	1.0%	209.7	1.2%
Nayarit	105.7	0.5%	108.0	0.6%
Nuevo León	304.9	1.5%	303.1	1.7%
Oaxaca	1,693.8	8.2%	1,684.1	9.6%
Puebla	324.8	1.6%	319.1	1.8%
Querétaro	92.5	0.4%	87.7	0.5%
Quintana Roo	151.8	0.7%	162.5	0.9%
San Luis Potosí	394.8	1.9%	382.7	2.2%
Sinaloa	308.8	1.5%	300.4	1.7%
Sonora	262.7	1.3%	269.9	1.5%
Tabasco	501.9	2.4%	515.2	2.9%
Tamaulipas	388.6	1.9%	400.3	2.3%
Tlaxcala	173.5	0.8%	171.5	1.0%
Veracruz	1,594.8	7.7%	1,472.6	8.3%
Yucatán	219.8	1.1%	209.6	1.2%
Zacatecas	94.0	0.5%	102.2	0.6%
Ciudad de México	2,726.9	13.2%	2,982.4	16.9%
Others	4,519.8	21.8%	1,578.1	9.2%
Total	\$ 20,735.4	100%	\$ 17,609.6	100%

(3) Includes accrued interest.

(4) The percentage of the portfolio represents the amount of the respective credit category by geographical region, divided by the total credit portfolio.

- (5) Other: Includes loan portfolio of central governmental entities and loan portfolio in foreign countries (the USA and Central America).

The loan portfolio in arrears by more than 90 calendar days and up to 180 calendar days at the end of March 31 2016 and December 31, 2015 is \$760,441 and \$687,168, respectively. Furthermore, the joint and several liability of the distributor on overdue loans as of those dates \$206,855 and \$271,078, respectively and is presented under the heading of other accounts receivables. Accordingly, as of March 31, 2016 and December 31, 2015, the non-performing loan portfolio was \$553,586 and \$416,090, respectively.

8. Allowances for loan losses

At March 31, 2016 and December 31, 2015, the Entity maintained an allowance for loan losses equivalent to 145.2% and 116.7% of overdue portfolio, respectively.

As of March 31, 2016 and December 31, 2015, changes in the allowance for loan losses were as follows:

	March 31, 2016	December 31, 2015
Opening balance	\$ 485,506	\$ 420,131
Portfolio applications	(177,291)	(355,158)
CR USA, Creal Dallas and Controladora CR and Instacredit consolidation's effect	448,022	74,905
Increase in allowance	<u>47,347</u>	<u>345,628</u>
Closing balance	<u>\$ 803,584</u>	<u>\$ 485,506</u>

9. Other receivables, net

As of March 31, 2016 and December 31, 2015, other accounts receivable were as follows:

	March 31, 2016	December 31, 2015
Other accounts receivable from distributors	\$ 2,417,185	\$ 1,887,883
Value added tax (VAT) receivable	70,204	57,921
Other debtors	503,494	306,611
Recoverable income tax	<u>38,817</u>	<u>42,500</u>
	3,029,700	2,294,915
Allowance for other accounts receivable	<u>(27,708)</u>	<u>(36,020)</u>
	<u>\$ 3,001,992</u>	<u>\$ 2,258,895</u>

As of March 31, 2016 and December 31, 2015, other accounts receivable from distributors were as follows:

	March 31, 2016	December 31, 2015
Interest accrued in advance period	\$ 737,516	\$ 569,909
Advances to distributors	941,583	761,852
Joint and several liability of the distributor	500,145	442,074
Other	<u>237,941</u>	<u>114,048</u>
Total	<u>\$ 2,417,185</u>	<u>\$ 1,887,883</u>

10. Property furniture and fixtures, net

As of March, 31, 2016 and December 31, 2015, property, fixtures and equipment are as follows:

	Depreciation period (years)	March 31, 2016	December 31, 2015
Office Furniture and fixtures	10	\$ 114,430	\$ 56,329
Computers	3	154,303	52,467
Transportation equipment	4	<u>22,856</u>	<u>18,479</u>
		291,589	127,275
Less - Accumulated depreciation		<u>(144,577)</u>	<u>(56,496)</u>
		147,012	70,779
Installation expenses	20 y 10	108,633	91,068
Less – Accumulated amortization		<u>(20,206)</u>	<u>(12,732)</u>
		<u>88,427</u>	<u>78,336</u>
		<u>\$ 235,439</u>	<u>\$ 149,115</u>

11. Long - term investment in shares

As of March 31, 2016, December 31, 2015 and March 31, 2015, investments in shares of associates are as follows:

	% Ownership	Book Value		Participation in Results	
		March 31, 2016	December 31, 2015	March 31, 2016	March 31, 2015
Publiseg, S.A.P.I. de C.V. SOFOM E.N.R. (a)	49.00%	\$ 335,727	\$ 340,337	\$ (4,610)	\$ 6,276
Grupo Empresarial Maestro S.A. de C.V. (a)	49.00%	428,989	418,037	16,411	7,089
Bluestream Capital, S.A. de C.V. (b)	23.00%	(259)	79	(307)	(281)
Cege Capital, S.A.P.I. de C.V., SOFOM ENR (c)	37.98%	78,914	56,645	5,179	2,561
Others	23.98%	<u>16,843</u>	<u>20,526</u>	<u>1,127</u>	<u>-</u>
		<u>\$ 860,214</u>	<u>\$ 835,624</u>	<u>\$ 17,800</u>	<u>\$ 15,645</u>

- (b) Publiseg and Grupo Empresarial Maestro are the Entity's principal distributors, and their origination efforts are performed exclusively for the Entity. As of March 31, 2016 and December 31, 2015, these companies have cooperation agreements executed with different unions around the country, including several chapters of the National Education Workers' Union, the National Social Security Workers' Union, the Union of the Federal Public Education Department and the Health Workers' Union. Their operations began in 2005 and 2002, respectively, and their work forces have a nationwide presence and they have over 257 branches.

12. Other assets, net

As of March 31, 2016 and December 31, 2015, other assets were as follows:

	March 31, 2016	December 31, 2015
Goodwill (a)	\$ 2,056,257	\$ 1,022,536
Costs for issuance of securities and bank loans	101,913	85,976
Prepaid expenses (b)	247,714	177,687
Other long and short term assets (c)	<u>161,360</u>	<u>251,317</u>
	2,567,244	1,537,516
Intangible asset branch network (d)	80,641	80,641
Directodo's intangible assets (e)	1,255,013	1,255,013
Accumulated amortization	<u>(35,958)</u>	<u>(34,949)</u>
	1,299,696	1,300,705
Guarantee	<u>4,807</u>	<u>12,585</u>
	<u>\$ 3,871,747</u>	<u>\$ 2,850,806</u>

- (e) The acquisition of 49% of Grupo Empresarial Maestro implied the recognition of goodwill of \$580,223 for 2014, based on the book value and the price paid.

The acquisition of 23.86% of Credilikeme implied the recognition of goodwill of \$11,887 for 2015, based on the book value and the price paid.

The acquisition of 55.21% of RTD implied the recognition of goodwill of \$242,288 for 2015, based on the book value and the price paid.

The acquisition of 100% of AFS implied the recognition of goodwill of \$99,412 for 2015, based on the book value and the price paid.

The acquisition of 70% of Instacredit implied the recognition of goodwill of \$323,736, based on the book value and the price paid.

- (f) It is composed of licenses acquired for the portfolio system and expenses incurred for the execution of the loan portfolio operation and acquisition agreement with Fondo H, which will be amortized during the life of the portfolio acquired.
- (g) The other short- and long-term assets represent an inventory of 574 automobiles derived from consolidating the figures with Creal Dallas; the balance at the close of March 31, 2016 is \$8,001,024 US dollars.
- (h) In a contract dated December 26, 2006, between the Entity and Crediplus, S.A. de C.V. (an affiliated Entity), the Entity acquired Crediplus' branch network, which originated and issued loans, as well as the know how developed by Crediplus regarding its branch network. This know how consists of: (i) analyzing and studying markets (ii) analyzing and studying customers; (iii) analyzing and studying demographic and socio-demographic profiles of zones; (iv) analyzing and studying area flows; (v) analyzing and studying backgrounds of zones; (vi) analyzing and studying competition; (vii) designing branches internally and externally; (viii) preparing operating and policies and procedures manuals; (ix) developing and implementing advertising schemes, and (x) preparing market strategies. The Entity also registered the Crediplus trademark and commercial advertisements with the Mexican Institute of Industrial Property which were defined by Entity's Management as intangible assets with a finite useful life of 20 years. Amortizations is being allocated over such term beginning May 2007.

- (i) Pursuant to the resolutions of the Stockholder's Extrarodinary General Meeting held on October 31, 2014, Crédito Real acquired Directodo as a result of the merger with Desarrollo 51, S.A. de C.V.. In accordance with NIF B-7, the Entity concluded the analysis of identifying and recognizing intangible assets as follows: (i) brand \$88,248, (ii) software \$4,931 and (iii) agreements with government institutions for placing credits \$1,161,834, the identified assets have an indefinite useful life and are subjected to impairment test at a minimum on an annual basis.

13. Indebtedness

As of March 31, 2016 and December 31, 2015, Indebtedness was comprised as follows:

	Rate	Date of maturity	March 31, 2016	December 31, 2015
Notes payable (Certificados Bursátiles)	TIEE + 1.4% to 2.80%	Between 2016 and 2018	\$ 4,377,956	\$ 3,605,000
Senior Notes	7.50%	March 13, 2019	6,567,247	7,310,693
Accrued interest			<u>22,998</u>	<u>29,229</u>
Total			<u>\$ 10,968,201</u>	<u>\$ 10,944,922</u>

The Entity has a revolving long-term stock certificates program (Certificados Bursátiles), for a maximum authorized amount of \$5,000,000. This program was authorized on November 15, 2012 and expires on November 15, 2016.

The complement of the revolving stock certificates program (Certificados Bursátiles), for Short-Term Certificates and for a maximum amount of \$2,500,000 was authorized on August 10, 2014 and expires on August 10, 2016.

As of March 31, 2016 the Entity has issued \$4,377,956 under the stock certificates program (Certificados Bursátiles), all the issuances are unsecured.

The Senior Notes are unsecured securitized debt, carried out on March 13, 2014 for US \$425 million, paying 7.50% annual interest semiannually, in March 13 and September 13 each year, which matures on March 13, 2019, and may be paid early as of the third year of the issuance. Standard & Poor's granted a long-term global rating of "BB", and on February 3, 2015 it raised the rating to "BB+". The securities were issued and offered in conformity with Rule 144A and Regulation S of the US Securities Act of 1933. Principal will be paid at the maturity of the securities or, as the case may be, on the date they are paid in advance.

14. Bank loans and other loans

As of March 31, 2016 and December 31, 2015, debt was comprised as follows:

	Rate	Date of Maturity	March 31, 2016	December 31, 2015
Bank Loans in MXN(a)	TIEE + spread	Between 2016 and 2019	\$ 3,438,157	\$ 3,696,902
Bank Loans in USD(b)	LIBOR + spread	Between 2016 and 2018	7,130,122	2,794,000
Accrued Interest			<u>25,104</u>	<u>8,029</u>

Total	<u>\$ 10,593,383</u>	<u>\$ 6,498,931</u>
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- (c) As of March 31, 2016, the Entity has bank loans guaranteed with portfolio for \$3,057,385 and unsecured bank loans for \$7,510,894. Such credit facilities were granted by 11 institutions to finance the growth of the loan portfolio and increase working capital. The loans are granted by financial institutions widely recognized in the Mexican Financial System. The credit facilities have maturity dates of between 90 days and three years and pay interest at a variable rate.
- (d) As of March 31, 2016, the Entity has three syndicated bank loans in foreign currency for a total of US \$185 million, which are valued at the close of the period amounting \$3,893,733 and pays interest at a variable LIBOR rate plus percentage points. One of these credit facilities are guaranteed with portfolio and of the end of this period amounting US \$15 million or MX \$211,890.

Contractual maturities of debt are as follows:

	Amount
2016	\$ 6,739,647
2017	3,744,041
2018	3,477,811
2019	7,551,983
Accrued interest	<u>48,102</u>
Total	<u>\$ 21,561,584</u>

15. Accrued liabilities and other accounts payable

As of March 31, 2016, and December 31, 2015, were comprised as follows:

	March 31, 2016	December 31, 2015
Provisions for various obligations	\$ 63,792	\$ 61,381
Liability for employee retirement obligations	24,891	24,891
Taxes payable	33,107	38,316
Dividends payable	-	158,712
Other accounts payable to distributors	389,867	287,845
Value Added Tax (VAT) payable	33,925	53,743
Other	<u>137,638</u>	<u>17,210</u>
	<u>\$ 683,220</u>	<u>\$ 642,098</u>

16. Labor obligations

Under the Federal Labor Law, the Entity has obligations for severance and seniority premiums payable to employees who cease rendering services under certain circumstances, as well as other obligations derived from a labor agreement.

At the end of the reporting period, the Entity records the net periodic cost to create a fund to cover the net projected liability for seniority premiums, pensions and severance, thereby increasing the related liability, in accordance with actuarial calculations made by independent actuaries. These calculations are based on the projected unit credit method. Therefore, a provision is being created for the liability which at present value

will cover the defined benefits obligation at the estimated retirement date of all the covered employees.

As of March 31, 2016 and December 31, 2015, the balance of the defined benefits plan fund was \$289 and \$289, respectively.

As of March 31, 2016 and December 31, 2015, the Entity amortizes the variations in actuarial assumptions for seniority premiums over approximately 4.40 and 4.40 years, respectively, based on the average remaining years of employee services.

As of March 31, 2016 and December 31, 2015, the balances and movements of the liabilities related to the Entity's defined benefits plan, which includes the pension plan, seniority premiums and severance payments, are shown below:

	March 31, 2016	December 31, 2015
Obligations from defined benefits	\$ (28,363)	\$ (28,363)
Fair value of plan assets	<u>289</u>	<u>289</u>
Overfunded (underfunded) status	(28,074)	(28,074)
Unamortized items:		
Unrecognized plan improvements	1,501	1,501
Unrecognized actuarial losses	<u>1,682</u>	<u>1,682</u>
Projected net liability	<u>\$ (24,891)</u>	<u>\$ (24,891)</u>

Net periodic cost is composed as follows:

	March 31, 2016	March 31, 2015
Services cost for the year	\$ 2,500	\$ 2,500
Financial cost	2,088	2,088
Expected yield on assets	(16)	(16)
Amortization of actuarial losses	143	143
Obligation reduction effect	(21)	(21)
Modification of obligations	195	195
Immediate recognition of actuarial losses for the year	<u>49</u>	<u>49</u>
Services cost for the year	<u>\$ 4,938</u>	<u>\$ 4,938</u>

Interest rates used in actuarial calculation in nominal terms for 2016 and 2015 were as follows:

	March 31, 2016	December 31, 2015
Discount rate	8.50%	8.50%
Expected rate of return on assets	8.50%	8.50%
Percentage increase in wages	4.75%	4.75%

The movement of the projected net liability was as follows

	March 31, 2016	December 31, 2015
Opening balance	\$ (24,891)	\$ (19,953)
Provision of the year	<u>-</u>	<u>(4,938)</u>

Projected net liability \$ (24,891) \$ (24,891)

17. Transactions and balances with related parties

The Entity, its subsidiaries and affiliates perform transactions between related parties including investments, loans and the provision of services, among others, the majority of which generate income for one entity and expenses for another. The transactions and balances of consolidating entities were eliminated, while those of companies that do not consolidate remain in effect.

Transactions with related parties, carried out in the ordinary course of business were as follows:

	March 31, 2016	December 31, 2015
Liabilities -		
Provision of services	\$ <u>2,148</u>	\$ <u>2,148</u>

18. Stockholders' Equity

Capital stock as of March 31, 2016 and December 31, 2015, was comprised as follows:

	Number of Shares (Class I) Fixed Capital	Number of Shares (Class II) Variable Capital	Total Stocks
“Unique” Series shares at no par value	<u>37,555,390</u>	<u>354,664,034</u>	<u>392,219,424</u>

At the Stockholders' Ordinary and Extraordinary Meeting held on February 26, 2016 the stockholders agreed that because of the separate financial statements were approved by such Meeting in which the net profit was reported for \$1,371,358 in the fiscal year 2015, the following applications should be made:

- c. The transfer of \$4,785 from the Entity's individual net income, equivalent to 0.35% of the result for the year, to the heading “Legal reserve”. As a result of this transfer, the legal reserve represents 20% of common stock
- d. The remaining net profit of \$1,366,573 of the Entity's individual income was transferred to the account “Result from previous years”.

As of March 31, 2016, common stock is \$660,154, of which \$62,931 refers to fixed capital (with no right of withdrawal), represented by 37,555,390 Unique Series, Class I ordinary, no par value shares, while \$597,223 refers to variable capital, represented by 354,664,034 Unique Series, Class II ordinary, no par value shares. The Entity has a share buyback program up to the amount of net income, including the retained earnings from the immediately preceding year. As of March 31, 2016, the amount of repurchased shares is \$13,968,563 equivalent to 420,365 shares.

Stockholders' equity, except restated paid-in capital and tax-retained earnings, will incur income tax payable by the Entity at the rate in effect when the dividend is distributed. Any tax paid on such distribution may be credited against income tax of the year in which the dividend tax is paid and, in the following two years, against tax for the year and the related estimated payments.

In accordance with the General Corporate Law, at least 5% of the net profits for the year must be set aside to form the legal reserve until reaching 20% of common stock at par value. The legal reserve may be capitalized, but cannot be distributed unless the Entity is dissolved, and must be replenished when it is decreased for any reason. As of March 31 2016 and December 31, 2015, the legal reserve established by the Entity amounts to \$136,815 and \$132,030, respectively.

19. Balances and transactions in foreign currencies

a. The monetary position of foreign currencies as of March 31, 2016 and December 31, 2015 is :

	March 31, 2016	December 31, 2015
USD Dollars:		
Monetary assets	\$ 249,323	\$ 103,131
Monetary liabilities	<u>(215,562)</u>	<u>(86,788)</u>
Position (short) long	<u>33,761</u>	<u>16,343</u>
Equivalent in pesos	<u>\$ 581,950</u>	<u>\$ 281,895</u>

b. Transactions in foreign currencies were as follows :

	March 31, 2016	December 31, 2015
	(USD Dollars)	
Interest expenses	\$ (2,998)	\$ (1,771)
Interest income	\$ 17,984	\$ 12,088

d. Exchange rates in pesos date of the financial statements and the date of the auditor's report were as follows:

	March 31, 2016	December 31, 2015	March 31, 2015	June 28, 2016
Dollar, banking	<u>\$ 17.2370</u>	<u>\$ 17.2487</u>	<u>\$ 15.2647</u>	<u>\$ 18.9113</u>

20. Other operating income

As March 31, 2016 and 2015, were as follow:

	March 31, 2016	March 31, 2015
Other revenue management services	\$ 53,428	\$ 13,984
Other operating expense	<u>(176)</u>	<u>-</u>
	<u>\$ 53,252</u>	<u>\$ 13,984</u>

21. Income taxes

The Entity is subject to ISR.

ISR - As a result of the new 2014 ISR law (2014Tax Law), the rate is 30% in 2015 and 2014 and it will continue at 30% in 2016 and thereafter.

ISR is computed taking into consideration the taxable and deductible effects of inflation, such as depreciation calculated on values in constant pesos, increased or reduced by the effect of inflation on certain monetary assets and liabilities through the annual inflation adjustment.

Employee statutory profit sharing- The Entity determines the profit sharing based on article 127, section III of the Federal Labor Law.

Value-added tax - Pursuant to the Value-Added Tax Law, in order to obtain a credit for the value-added taxes paid by the Entity as of March 31, 2016 and December 31, 2015, the Entity determined the amount of the credit considering the total of its taxed activities compared to the total activities subject to that tax. As a result, the Entity determined tax that was non-creditable and deductible for income tax purposes in the amount of \$13, and \$26, respectively, which was recognized in results of such period .

Accounting-tax reconciliation - The main items that affected the determination of the Entity's tax result were those related to the annual adjustment for inflation, interest accrued in advance period, advance payments and the allowances for loan losses which have not been deductible

Following is a reconciliation of the statutory ISR rate and the effective rate expressed as a percentage of income before ISR:

	March 31, 2016	March 31, 2015
Statutory rate	30%	30%
Effects of inflation	(1)%	(11)%
Interest accrued in advance period	(3)%	(2)%
Allowance for loan losses	(3)%	3%
Advance payments	(2)%	2%
Others	<u>3%</u>	<u>(1)%</u>
Effective rate	<u><u>24%</u></u>	<u><u>21%</u></u>

Tax loss carry forwards - As of March 31, 2016, the Entity has tax loss carry forwards for ISR purposes:

Maturity Date	Amount
2024	\$ <u><u>299,398</u></u>

Review and tax matters

Action for annulment filed against the unpaid tax liability for rejection of deductions for the year 2007.

On July 9, 2015, the Entity filed an action for annulment against the Federal Tax Court to challenge official notice 900 06-2015-13558, dated April 29, 2015, whereby the Central Administrator for Inspection of the Financial Sector of the General Administration for Large Taxpayers of the Tax Administration Service, assessed against the Entity an unpaid tax liability for \$38,090, related to income tax payable for fiscal year 2007, plus the respective restatements, surcharges and fines. Such lawsuit was turned over to the First Metropolitan Regional Court of the Federal Tax Court which, through a ruling dated September 1, 2015, accepted the case, and assigned it docket number 17549/15-17-01-8.

The Entity is currently waiting for the expert evidence to be submitted in the lawsuit, after which a date will be set to present closing arguments, after which the respective verdict will be issued.

Management and its outside legal advisors consider it is very unlikely that the tax liability assessed will be confirmed.

22. Memorandum accounts

Memorandum accounts for purposes of presentation required by the Commission in accounting policies are an integral part of the balance sheet, however, the memorandum accounts were only subject of external audit and relate to operations that have a direct bearing on the balance sheet accounts, however, these are not reviewed.

23. Comparative table of main asset and liability maturities

Main asset and liability maturities at March 31, 2016 are as follows

	Until 6 months	From 6 months to 1 year	From 1 year to 5 years	Total
Cash and cash equivalents	\$ 918,678	\$ -	\$ -	\$ 918,678
Investment in securities	234,106	-	-	234,106
Derivative financial instrument	-	-	1,901,359	1,901,359
Loan portfolio,(net)	4,149,091	2,721,682	13,061,017	19,931,790
Other accounts receivable	<u>624,908</u>	<u>409,921</u>	<u>1,967,163</u>	<u>3,001,992</u>
Total assets	<u>\$ 5,926,783</u>	<u>\$ 3,131,603</u>	<u>\$ 16,929,539</u>	<u>\$ 25,987,925</u>
	Until 6 months	From 6 months to 1 year	From 1 year to 5 years	Total
Notes payable and Senior Notes	\$ (1,072,413)	\$ (1,312,957)	\$ (8,582,831)	\$ (10,968,201)
Bank loans	(2,344,465)	(2,758,565)	(5,490,353)	(10,593,383)
Other accounts payable	<u>(709,609)</u>	<u>-</u>	<u>-</u>	<u>(709,609)</u>
Total liabilities	<u>(4,126,487)</u>	<u>(4,071,522)</u>	<u>(14,073,184)</u>	<u>(22,271,195)</u>
Assets less liabilities	<u>\$ 1,800,296</u>	<u>\$ (939,919)</u>	<u>\$ 2,856,355</u>	<u>\$ 3,742,626</u>

Main asset and liability maturities at December 31, 2015 are as follows

	Until 6 months	From 6 months to 1 year	From 1 year to 5 years	Total
Cash and cash equivalents	\$ 120,840	\$ -	\$ -	\$ 120,840
Investment in securities	543,266	-	-	543,266
Derivative financial instrument	-	-	2,112,818	2,112,818
Loan portfolio,(net)	2,761,623	1,621,953	12,740,557	17,124,133
Other accounts receivable	<u>364,294</u>	<u>213,957</u>	<u>1,680,644</u>	<u>2,258,895</u>
Total assets	<u>\$ 3,790,023</u>	<u>\$ 1,835,910</u>	<u>\$ 16,534,019</u>	<u>\$ 22,159,952</u>
	Until 6 months	From 6 months to 1 year	From 1 year to 5 years	Total
Notes payable and Senior Notes	\$ (1,345,368)	\$ (1,265,000)	\$ (8,334,554)	\$ (10,944,922)
Bank loans	(2,439,623)	(1,306,629)	(2,752,679)	(6,498,931)
Other accounts payable	<u>(717,703)</u>	<u>-</u>	<u>(24,890)</u>	<u>(742,593)</u>
Total liabilities	<u>(4,502,694)</u>	<u>(2,571,629)</u>	<u>(11,112,123)</u>	<u>(18,186,446)</u>
Assets less liabilities	<u>\$ (712,671)</u>	<u>\$ (735,719)</u>	<u>\$ 5,421,896</u>	<u>\$ 3,973,504</u>

24. Contingencies

As of March 31, 2016 and 2015, management and its legal, tax and labor internal and external advisers, considers that it has not received any legal claims or has not been subject to lawsuits that arise in the

recognition of a contingent liability by the Entity.

25. Commitments

As of March 31 2016 and December 31, 2015, the Entity has the operation mentioned in Note 13 “Indebtedness” and Note 14 “Bank Loans and other loans”.

26. Subsequent events

During April 2016, the Entity settled its financial debt with NAFIN, Scotiabank and Banco Multiva for \$534,500. In addition, in Mayo 2016, the Entity made payments of principal and interests which amounted \$1,603,912 regarding its loans with IXE, NAFIN Bancomer and Scotiabank and in June 2016, the Entity made a payment of \$120,000 to NAFIN.

27. Operating segment

Currently, the Entity has one operating segment, the loan portfolio, which represents the Entity’s sole strategic business unit. Operating segment information is determined based on the information used by management to assess performance and allocate resources. The following presents information for each business unit determined by Management. In addition, condensed information is presented by products and geographical area.

	March 31, 2016			
	Mexico	United States	Central America	Total
Payroll loans	\$ 13,265,789	\$ -	\$ -	\$ 13,265,789
Group loans	315,531	-	-	315,531
Durable goods loans	980,314	-	-	980,314
Small business loans	1,434,545	-	-	1,434,545
Used car loans	370,677	1,592,880	-	1,963,557
Instacredit	<u>-</u>	<u>-</u>	<u>2,775,638</u>	<u>2,775,638</u>
Total	<u>\$ 16,366,856</u>	<u>\$ 1,592,880</u>	<u>\$ 2,775,638</u>	<u>\$ 20,735,374</u>
	December 31, 2015			
	Mexico	United States	Central America	Total
Payroll loans	\$ 12,952,957	\$ -	\$ -	\$ 12,952,957
Group loans	304,785	-	-	304,785
Durable goods loans	1,028,362	-	-	1,028,362
Small business loans	1,485,472	-	-	1,485,472
Used car loans	<u>366,628</u>	<u>1,471,436</u>	<u>-</u>	<u>1,838,064</u>
Total	<u>\$ 16,138,204</u>	<u>\$ 1,471,436</u>	<u>\$ -</u>	<u>\$ 17,609,639</u>

28. New accounting principles

Changes in particulars standards 2016

Modifications in accounting criteria issued by the Commission

On November 9, 2015 several amendments to the accounting criteria for credit institutions were published in the Federal Official Gazette. These modifications reflect the constant updating of the accounting criteria issued by the Commission, in order to have reliable financial information.

The most significant changes are described below

- a. Accounting Criterion C-5, *Consolidation of special purpose entities*, is eliminated.
- b. The following are added as part of the accounting criteria of the Commission: NIF C-18, *Obligations associated with the retirement of property, plant and equipment*, and NIF C-21, *Agreements with joint control*, due to the enactment of such standards by the CINIF.
- c. For the consolidated financial statements, it is incorporated in the application of specific provisions, that
- d. for those special purpose entities (“SPE”) created prior to January 1, 2009 in which control was maintained, there will be no obligation to apply the provisions contained in NIF B-8, *Combined or consolidated financial*, with regard to their consolidation.
- e. It is established that overdrafts in customer checking accounts which do not have a line of credit for such purposes, will be classified as overdue debts and, an allowance for the total amount of such overdraft must be established simultaneously with such classification, at the time the event takes place.
- f. It is established that the net asset for defined benefits to employees must be presented on the balance sheet under “Other assets”.
- g. It is specified that the applicable regulation must be applied according to that set forth by Banxico to include the purchase of foreign currencies which are not considered derivatives, as “Funds available”.
- h. It is established that if the offset balance of foreign currencies to be received with foreign currencies to be delivered were to reach a negative amount, such item must be presented under “Other accounts payable”.
- i. It is clarified that if an item of restricted funds available were to show a negative balance, such item must be presented under “Other accounts payable”. Previously the negative balance of restricted funds available was not considered for such presentation.
- j. The definition of “Transaction costs” in Accounting Criterion B-2, *Investments in securities* and in Accounting Criterion B-5, *Derivatives and hedge operations*, is modified.
- k. The definitions of “Borrower”, “Appraisal Percentage Guarantees”, “Payment capacity”, “Extended Portfolio”, “Assignment of Credit Rights”, “Consolidation of Credits”, “Debtor of Credit Rights”, “Vendor of Discounted Receivables”, “Financial Factoring”, “Purchaser of Discounted Receivables”, “Line of Credit”, “Discount Transaction”, “Special Repayment Regime”, “Ordinary Repayment Regime” and “Housing Subaccount”, are incorporated into Accounting Criterion B-6, *Loan Portfolio*.
- l. The definition of “Renewal” is modified in Accounting Criterion B-6, *Loan Portfolio*, to now consider it as that transaction in which the loan balance is settled partially or totally, through an increase in the total amount of the loan, or using the proceeds derived from another loan contracted with the same entity, involving either the same debtor, a joint obligor of such debtor, or another person who, due to his asset ties, represents common risks.

- m. Loans for financial factoring, discount and credit right assignment operations are incorporated in the definition of “Commercial Loans”.
- n. It is clarified that a loan will not be considered as renewed for any dispositions made during the effective term of a preestablished line of credit, provided that the borrower has settled the total amount of the payments which are due and payable under the original loan conditions.
- o. It is established that when credit dispositions made under a line of credit are restructured or renewed independently from the line of credit which supports them, they must be assessed in accordance with the characteristics and conditions applicable to the restructured or renewed disposition or dispositions.

When as a result of such evaluation it is concluded that one or more dispositions granted under a line of credit should be transferred to overdue portfolio due to the effect of their restructuring or renewal and such dispositions, individually or collectively, represent at least 40% of the total disposed balance of the line of credit at the date of the restructuring or renewal, such balance, as well as its subsequent dispositions, must be transferred to overdue portfolio as long as there is no evidence of sustained payment of the dispositions which originated the transfer to overdue portfolio, and the total dispositions granted under the line of credit fulfilled the due and payable obligations at the date of transfer to current portfolio.

- p. It is stipulated that for restructurings of loans with periodic payments of principal and interest whose repayments are less than or equal to 60 days in which the periodicity of payment is modified to shorter periods, the number of repayments equivalent to three consecutive repayments under the original loan payment scheme must be considered.
- q. The assumptions are established to consider that sustained payment exists for those loans with a single payment of principal at maturity, regardless of whether the payment of interest is periodic or at maturity, as follows:
 - i. The borrower must have paid at least 20% of the original loan amount at the time of the restructuring or renewal, or,
 - ii. The amount of the accrued interest must have been paid in accordance with the payment scheme for the respective restructuring or renewal at a term of 90 days.
- r. With regard to consolidated loans, if two or more loans originated the transfer to overdue portfolio of the total balance of the consolidated loan, to determine the repayments required to consider their sustained payment, the original loan payment scheme whose repayments are equal to the longest repayment period must be considered. Previously the practice was to give the treatment for the worst of the credits to the total balance of the restructuring or renewal.
- s. It is established that evidence must be made available to the Commission when demonstrating sustained payment to substantiate that the borrower has the appropriate payment capacity at the time the restructuring or renewal is performed, so as to meet the new loan conditions.
- t. It is clarified that the advance payment of installments of restructured or renewed loans, different from those with a single payment of principal at maturity, regardless of whether the interest is paid periodically or at maturity, is not considered to be sustained payment. This is the case with repayments of restructured or renewed loans which are paid before the calendar day’s equivalent to loans with repayments that cover periods greater than 60 calendar days have elapsed.
- u. The extension of the loan term is incorporated as a restructuring situation.

- v. The respective standards for the recognition and valuation of financial factoring, discounting and credit right assignment transactions are included.
- w. It is established that commissions and fees different from those collected for granting the credit will be recognized in results of the year on the date that they are accrued, and if part or all of the consideration received for the collection of the respective commission or fee is received before the accrual of the respective income, such advance must be recognized as a liability.
- x. The item stating that overdrafts in customer checking accounts should be reported as overdue portfolio is eliminated.
- y. The transfer to overdue portfolio of the loans referred to in the preceding point will be subject to the exceptional deadline of 180 or more days in arrears as of the date on which:
 - i. The loan resources are disposed of for the purpose for which they were granted,
 - ii. The borrower begins a new employment relationship in which he has a new employer, or
 - iii. The partial payment of the respective repayment was received. The exception contained in this subsection will be applicable provided that it refers to credits under the ROA scheme, and each of the payments made during such period represents at least 5% of the repayment agreement.
- z. It is specified that loans with a single payment of principal at maturity, regardless of whether the interest is paid periodically or at maturity, will be considered as overdue portfolio as long as there is no evidence of sustained payment.
- aa. It will be considered that loans granted under a new line of credit, revolving or not, which are restructured or renewed at any time, may remain in current portfolio provided that there are grounds to justify the payment capacity of the debtor. Furthermore, the borrower must have:
 - i. Settled the total amount of due and payable interest;
 - ii. Settled all of the payments for which is liable under the terms of the contract at the date of the restructuring or renewal.
- bb. It is established that when credit dispositions made under a line of credit are restructured or renewed independently from the line of credit that supports them, they must be assessed in accordance with the characteristics and conditions applicable to the restructured or renewed disposition or dispositions.

When as a result of such assessment it is concluded that one or more dispositions granted under a line of credit should be transferred to overdue portfolio due to the effect of a restructuring or renewal, and such dispositions, individually or collectively, represent at least 25% of the total disposed balance of the line of credit at the date of the restructuring or renewal, such balance, together with its subsequent dispositions, must be transferred to overdue portfolio as long as there is no evidence of sustained payment of the dispositions which originated the transfer to overdue portfolio, and the total of the dispositions granted under the line of credit have fulfilled the due and payable obligations at the date of the transfer to current portfolio.
- cc. The requirement that the borrower must have paid the total amount of the interest accrued at the date of renewal or restructuring to consider that a loan remains current will be considered as fulfilled, when after the interest accrued at the final cutoff date has been paid, the term elapsed between such date and the restructuring or renewal does not exceed the lower of half of the payment period under way or 90 days.
- dd. Current loans with periodic partial payments of principal and interest which are restructured or renewed more than once may remain in current portfolio if there are elements to justify the payment

capacity of the debtor. It is specified that in the case of commercial loans, such elements must be duly documented and placed in the loan file.

- ee. If different loans granted by the same entity to the same borrower are consolidated in a restructuring or renewal, each of the consolidated loans must be analyzed as if they were restructured or renewed separately and, if as a result of such analysis it is concluded that one or more of such loans would have been transferred to overdue portfolio due to the effect of such restructuring or renewal, then the total balance of the consolidated loan must be transferred to overdue portfolio.
- ff. With regard to presentation standards in the balance sheet and the statement of income, it is established that:
 - i. It is specified that the amount of loans for financial factoring, discount and credit rights assignment transactions will be presented net of the respective appraisal percentage guarantee.
 - ii. Any commissions received before the accrual of the respective revenue will be presented under “Deferred credits and advance collections”.
 - iii. The financial revenue accrued in the financial factoring, discount and credit rights assignment transactions will be considered as interest income.
 - iv. Total accumulated amount of the restructuring or renewal by type of loan, differentiating that originated in the exercise of those consolidated loans transferred to overdue portfolio as of result of a restructuring or renewal, from those restructured loans to which the criteria for the transfer to overdue portfolio were not applied.
- gg. It is established in Accounting Criterion B-7, *Foreclosed assets*, that in the case of assets whose valuation to determine fair value may be made through an appraisal, the latter must comply with the requirements established by the CNBV for providers of bank appraisal services.
- hh. It is clarified in Accounting Criterion C-2, *Stock market operations*, that in the case of stock market instruments executed and recognized in the consolidated financial statement prior to January 1, 2009, it will not be necessary to reevaluate the transfer of recognized financial assets prior to such date.

In this regard, the principal effects that this exception might have on such financial statements should be disclosed in notes to the financial statements, as well as the effects of recognition of the adjustments for valuation of the profits on the remnant of the assignee (recognized in results or in stockholders’ equity) and of the asset or liability recognized for administration of transferred financial assets.
- ii. The definition of “Agreement with Joint Control”, “Joint Control” is incorporated, and the definition of “Associated Company”, “Control” “Holding Company”, “Significant Influence”, “Related Parties” and “Subsidiary” is modified in Accounting Criterion C-3, *Related parties*.
- jj. Individuals or business entities which, directly or indirectly, through one or more intermediaries exert significant influence on, are significantly influenced by, or are under significant influence of the entity, as well as agreements with joint control in which the entity participates, are now considered to be related parties.
- kk. The disclosure requirements contained in Accounting Criterion C-3, *Related parties*, are extended to agreements with joint control.
- ll. As an amendment to Accounting Criterion C-4, *Information by segments*, the purchase and sale of foreign currency is incorporated within the segment of Treasury and investment banking operations.

- mm. The requirement is established to present on the balance sheet as a liability under Inactive global deposits account”, the principal and interest on deposit instruments which do not have a date of maturity or, when they do, they are renewed automatically, as well as the transfers or expired or unclaimed investments referred to in article 61 of the Credit Institutions Law.
- nn. A heading named “Re-measurements for defined benefits to employees” is added as part of earned capital on the balance sheet, as a result of the enactment of NIF D-3, *Employee benefits*.
- oo. The heading “Collateral granted” is incorporated at the foot of the balance sheet within memorandum accounts.
- pp. It is specified that insurance and bonding, technical assistance expenses, maintenance expenses, fees different from those paid to the IPAB and consumables and fixtures should be included in the statement of income.

NIF issued by the CINIF applicable to the Entity

As of December 31, 2015, the CINIF has issued the following NIFs which may affect the financial statements of the Entity:

Effective as of January 1, 2018:

- NIF C-2, Investment in financial instruments
- NIF C-3, Accounts receivable
- NIF C-9, Provisions, contingencies and commitments
- NIF C-16, Impairment on financial instruments receivable
- NIF C-19, Financial instruments payable
- NIF C-20, Financial instruments receivable
- NIF D-1, Revenue from contracts with customers
- NIF D-2, Costs from contracts with customers

Improvements to the NIF 2016 – The following improvements were issued, effective January 1, 2016, which generate accounting changes:

NIF B-7, *Business acquisitions* – Clarifies that the acquisition and/or merger of entities under common control, and the acquisition of noncontrolling equity or the sale without losing control of the subsidiary, are outside the scope of this NIF, regardless of how the amount of the consideration was determined.

NIF C-1, *Cash and cash equivalents* and NIF B-2, *Statement of cash flows* – Modified to consider foreign currency as cash and not as cash equivalents. Clarifies that both the initial and subsequent valuation of cash equivalents must be at fair value.

Bulletin C-2, Financial instruments and Document of amendments to Bulletin C-2 -

- a. The definition of financial instruments available for sale is modified to clarify that they are those in which investment is made from time to time with the intention of trading them over the medium-term prior to maturity, so as to obtain profits based on changes in market value, and not only through their related returns.
- b. Criteria for classifying a financial instrument as available for sale is clarified to prohibit such classification when i) the intention is to hold it for an indefinite period, ii) the entity is willing to sell the financial instrument, iii) it has a sale or redemption option on the instrument, and iv) the issuer of the instrument has the right to liquidate the financial instrument at an amount significantly lower than its amortized cost.

- c. The concept of purchase expenses is eliminated and the definition of transaction costs is incorporated.
- d. The reversal of impairment losses from financial instruments held to maturity is allowed, in the net income or loss for the period.

NIF C-7, *Investments in associates, joint ventures and other permanent investments* – Establishes that contributions in kind should be recognized at the fair value that was negotiated between owners or shareholders, unless they are the result of debt capitalization, in which case they should be recognized for the capitalized amount.

Bulletin C-10, *Financial derivatives and hedge transactions* –

- a. The method to be used to measure the effectiveness should be defined, which should be evaluated at the beginning of the hedge, in the following periods and at the date of the financial statements.
- b. Clarifies how to designate a primary position.
- c. The accounting for the transaction costs of a financial derivative is modified to be recognized directly in the net income or loss of the period at acquisition, and not deferred and amortized during its effective term.
- d. Clarifications are made on the recognition of embedded derivatives.

The following improvements were issued which do not generate accounting changes:

NIF C-19, *Financial instruments payable (FIP)* - Clarifications are made with regard to: i) the definition of transaction costs, ii) when amortization of the transaction costs should be recalculated, iii) the entity should demonstrate, as support for its accounting policy, that it complies with the conditions for designating a financial liability at fair value through net income or loss, and iv) disclosing the gain or loss when an FIP is derecognized and the fair values of significant long-term fixed-rate liabilities. Furthermore, an appendix is incorporated as support in the determination of the effective interest rate.

NIF C-20, *Financial instruments receivable* – Changes are incorporated to clarify and explain various concepts due to the issuance of the new NIF related to financial instruments and the final issuance of IFRS 9, *Financial Instruments*. The most important of these include: transaction costs and related amortization, effective interest rate, impairment, foreign-currency instruments, reclassification between fair value debt instruments and financial instruments receivable, the value of money over time and disclosure of qualitative and quantitative information.

At the date of issuance of these unaudited condensed consolidated financial statements, the Entity has not completed its evaluation of the potential effects of adopting these new standards on its financial information.

29. Authorization to issue the unaudited condensed consolidated financial statements

The unaudited condensed consolidated financial statements were authorized for issuance on June 28, 2016, by the Managing Director of the Entity and are subject to approval by the Board of Directors and Shareholders, who may be modified in accordance with the provisions in the General Law of Commercial Companies.

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ANNEX A:

SUMMARY OF CERTAIN SIGNIFICANT DIFFERENCES BETWEEN SOFOM GAAP AND U.S. GAAP

Our financial statements are prepared and presented in accordance with *Sofom* GAAP as prescribed by the CNBV. Certain differences exist between *Sofom* GAAP and accounting principles generally accepted in the United States of America, or U.S. GAAP, which might be material to the financial information contained herein. The matters described below summarize those differences that may be material. We have not prepared a reconciliation of our financial statements and related footnote disclosures, appearing in the offering memorandum, from *Sofom* GAAP to U.S. GAAP and we have not quantified those differences. Accordingly, no assurance is provided that the following summary of differences is complete. In making an investment decision, investors must rely upon their own examination of us, the terms of the offering and the financial information. Potential investors should consult their own professional advisors for an understanding of the differences between *Sofom* GAAP and U.S. GAAP, and how those differences might affect the financial information herein.

Accounting for the Effects of Inflation

Mexico

Through December 31, 2007, *Sofom* GAAP required that the comprehensive effects of inflation be recorded in financial information and that such financial statements be restated to constant pesos as of the latest balance sheet date presented. Beginning January 1, 2008, *Sofom* GAAP modified the accounting for inflationary effects and defines two economic environments, an “inflationary environment” and a “non-inflationary environment.” An inflationary environment is one in which the cumulative inflation of the three preceding years is 26% or more, in which case the comprehensive effects of inflation should be recognized in financial information; a non-inflationary environment is one in which the cumulative inflation of the three preceding years is less than 26%, in which case, no inflationary effects should be recognized in financial information.

United States

Under U.S. GAAP, companies are generally required to prepare financial statements on a historical cost basis. Specific rules and regulations established by the SEC allow for companies to maintain the effects of inflations in its reconciliation from local GAAP to U.S. GAAP for companies registering securities with the SEC for sale in the United States, when, for local purposes, such company prepares comprehensive price-level adjusted financial statements, as required or permitted by their home-country GAAP. This is because the SEC recognizes that presentation of price-level adjusted financial information in inflationary economies is more meaningful than historical-cost based financial reporting.

Preoperating Costs

Mexico

Through December 31, 2002, under *Sofom* GAAP, preoperating costs incurred were permitted to be capitalized and amortized by us over the period of time estimated to generate the income necessary to recover such costs. Beginning January 1, 2003, only preoperating costs incurred during the development stage are capitalized and all other preoperating costs are expensed as incurred; previously capitalized amounts are permitted to continue to be amortized through December 31, 2008. Beginning January 1, 2009, any remaining unamortized preoperating costs must be written off to retained earnings.

United States

Under U.S. GAAP, preoperating costs should be treated as period expenses and are not capitalizable.

Labor Obligations

Mexico

Under *Sofom* GAAP, with respect to recognition of liabilities for post-retirement benefits, entities are permitted to defer the recognition of unrecognized items (such as variations in actuarial assumptions, prior service costs and plan amendments and transition assets or liabilities) and amortize such amounts into the liability over a specified period of time.

United States

Under U.S. GAAP, the accounting for defined benefit postretirement plans, which include seniority premiums within Mexico, was amended in 2006 such that an employer is required to recognize the overfunded or underfunded status of a defined benefit postretirement plan (other than a multi-employer plan). Accordingly, the related asset or liability should be equal to the projected net liability less any plan assets, such that all unrecognized items are recognized as part of the liability, with an offsetting charge or credit through other comprehensive income.

Deferred Income Tax and Statutory Employee Profit Sharing

Mexico

Sofom GAAP is similar to U.S. GAAP with respect to accounting for deferred income taxes in that an asset and liability approach is required. Under *Sofom* GAAP, deferred tax assets must be reduced by a valuation allowance if it is “highly probable” that all or a portion of the deferred tax assets will not be realized. The determination of the need for a valuation allowance must consider future taxable income and the reversal of temporary taxable differences. Net deferred income tax assets or liabilities are presented within long-term assets or liabilities.

Through 2013, Mexican entities were subject to a dual tax system which included the regular income tax, or ISR, and the Business Flat Tax, or IETU. For *Sofom* GAAP purposes, companies must determine whether they are principally subject to regular income tax or IETU in the future and recognize deferred taxes accordingly. If a company determines, based on projections of future taxable income, that it will be both subject to IETU and ISR in the future, the company is required to schedule out the reversal of temporary differences under each tax regime and record the amount that represents the larger liability or the smaller benefit. As a result of the repeal of the IETU tax enacted during 2013, companies are required to eliminate all existing IETU deferred taxes and record deferred taxes arising from ISR with the net effect recognized to earnings.

Under *Sofom* GAAP, through 2007, deferred employee profit sharing is recognized only for timing differences arising from the reconciliation between accounting and taxable income for employee profit sharing purposes, for which it may be reasonably estimated that a future liability or benefit will arise and there is no indication that the liability will not be paid or the benefits will not be realized. Effective January 1, 2008, *Sofom* GAAP was modified such that it now requires a balance sheet methodology for determining deferred employee profit sharing, similar to that used for deferred income taxes.

Sofom GAAP allows the recognition of a net statutory employee profit sharing asset.

United States

Under U.S. GAAP, deferred income taxes are also accounted for using the asset and liability approach. A valuation allowance is recognized to reduce the value of deferred tax assets to the amount that, based on the weight of all positive and negative available evidence, is “more likely than not” to be realized. In order to make this determination, entities must consider future reversals of taxable temporary differences, future taxable income, taxable income in prior carryback years and tax planning strategies. Additionally, if a company has experienced recurring losses, little weight, if any, may be placed on future taxable income as objective evidence to support the recoverability of a deferred income tax asset. U.S. GAAP requires that deferred tax assets and liabilities be classified as current or long-term depending on the classification of the asset or liability to which the deferred relates.

Under U.S. GAAP, through 2012, companies must determine whether they will be principally subject to regular income tax or IETU and recognize deferred taxes accordingly. However, companies that are unable to conclude whether they will be principally subject to IETU and ISR in the future, may be required to apply a hybrid approach in which deferred taxes arising from both regular income tax and IETU are recognized. Similar to Sofom GAAP, companies replaced all existing IETU deferred taxes with ISR deferred taxes during 2013 in connection with the repeal of the IETU tax.

U.S. GAAP also requires the use of the balance sheet methodology when calculating deferred employee profit and requires that a related liability be recorded for all temporary differences. U.S. GAAP does not allow the recognition of net deferred employee profit sharing assets.

Impairment of Long-Lived Assets in Use

Mexico

Under *Sofom* GAAP, long-lived assets with definite lives, such as property and equipment, are evaluated periodically in order to determine if a potential impairment indicator exists. The calculation of impairment losses requires the determination of the recoverable value of the assets. Recoverable value is defined as the greater of the net selling price of a cash generating unit and its value in use. Value in use is the present value of discounted future net cash flows.

In addition, under certain limited circumstances, the reversal of previously recognized impairment losses is permitted. Any recorded impairment losses are presented as non-ordinary expenses.

United States

U.S. GAAP requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The carrying amount of an asset is not recoverable when the estimated future undiscounted cash flows expected to result from the use of the asset are less than the carrying value of the asset. Impairment losses are measured as the difference between the carrying value of the asset and its fair value. Any impairment loss recorded for an asset to be held and used establishes a new cost basis and, therefore, cannot be reversed in the future. Impairment losses are classified within operating expenses in the statement of income.

Fair Value of Financial Instruments

Mexico

Sofom GAAP defines fair value as the amount an interested and informed market participant would be willing to exchange for the purchase or sale of an asset or to assume or settle a liability in a free market. This definition can consider either an entry or an exit price.

United States

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This definition only considers an exit price. Consideration must be given to the principal and most advantageous market and the highest and best use of the asset.

Furthermore, U.S. GAAP establishes a three-level hierarchy to be used when measuring and disclosing fair value in a company's financial statements. Categorization within the fair value hierarchy is based on the lowest level of significant input to its valuation. The following is a description of the three hierarchy levels:

- Level 1 — Quoted prices for identical instruments in active markets.
- Level 2 — Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets.

- Level 3 — Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

Allowance for Loan Losses

Mexico

Sofom GAAP requires a specific methodology to determine the allowance for loan losses, which take into consideration the value of the loan, the credit rating of the borrower (including country, financial and industry risk and payment experience) and any credit enhancements. Based on these factors, the CNBV prescribes a range of loss percentages that are to be applied to the value of the loan in order to determine the amount of the loan loss to be provisioned. Loan loss percentages are calculated by the CNBV based on either an expected loss model or an incurred loss model depending on the classification of the loan.

United States

U.S. GAAP accounting literature establishes that for larger, non-homogeneous loans, once an entity determines that a loan is impaired (meaning that it is probable that the entity will be unable to collect all amounts due (both principal and interest) according to the contractual terms of the loan agreement), the entity shall measure impairment based on the present value of expected future cash flows discounted at the loan's effective interest rate. The estimates surrounding credit losses for U.S. GAAP purposes are based on an incurred loss model. For practical purposes, entities may also measure impairment based on a loan's observable market price, or the fair value of the collateral if the loan is collateral dependent. Fair value of the collateral must be used when foreclosure is deemed probable.

For smaller-balance homogeneous loans, entities should collectively evaluate the loans for impairment, using a formula based on various factors to estimate an allowance for loan losses, including past loss experience, recent economic events and current conditions, geographical concentrations and portfolio delinquency rates.

Acquisitions of Loan Portfolios

Mexico

Under *Sofom* GAAP, a loan portfolio that is acquired in a transaction that is accounted for as an asset acquisition or a business combination is initially measured based on the accounting criteria of the CNBV, net of allowances for loan losses determined in accordance with the CNBV's models. Such amounts generally coincide with the seller's basis and may differ materially from the fair value of the acquired loan portfolio.

United States

Under U.S. GAAP, a loan portfolio that is acquired in a transaction that is accounted for as an asset acquisition or a business combination is initially recognized at fair value.

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**Crédito Real, S.A.B. de C.V.,
Sociedad Financiera de Objeto Múltiple,
Entidad Regulada**

7.250% Senior Notes due 2023



OFFERING MEMORANDUM

Barclays

Deutsche Bank Securities

Morgan Stanley