



## **NOTICE OF JUDGEMENT OF CONCURSO**

**To the Holders of the following notes (collectively, the “Notes”) issued by  
UNIFIN FINANCIERA, S.A.B. DE C.V., SOFOM, E.N.R.**

**7.250% Senior Notes due 2023**  
**Cusip #s 90470TAA6, P94461AB9<sup>1</sup>**  
**ISIN #s US90470TAA60, USP94461AB96**

**7.0% Senior Notes due 2024**  
**Cusip #s 90471M AB8, P9485M AB5**  
**ISIN #s US90471MAB81, USP9485MAB56**

**7.0% Senior Notes due 2025**  
**Cusip #s 90470TAB4, P94461AC7**  
**ISIN #s US90470TAB44, USP94461AC79**

**7.375% Senior Notes due 2026**  
**Cusip #s 90470T AD0, P94461 AE3**  
**ISIN #s US90470TAD00, USP94461AE36**

**8.375% Senior Notes due 2028**  
**Cusip #s 90471MAA0, P9485MAA7**  
**ISIN #s US90471MAA09, USP9485MAA73**

**9.875% Senior Notes due 2029**  
**Cusip #s 90471MAD4, P9485MAC3**  
**ISIN #s US90471MAD48, USP9485MAC30**

February 14, 2022

**NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT  
MATERIALLY AFFECTS THE ECONOMIC INTERESTS OF THE BENEFICIAL  
OWNERS OF THE SUBJECT NOTES AND SHOULD BE CAREFULLY  
REVIEWED. IF APPLICABLE, ALL DEPOSITORYES, CUSTODIANS, AND  
OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO**

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<sup>1</sup> The Cusips and ISINs appearing herein have been included solely for the convenience of the Holders. The Bank of New York Mellon assumes no responsibility for the selection or use of such number and makes no representation as to the correctness of the Cusips and ISINs listed above.

**EXPEDITE RETRANSMITTAL TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER.**

This Notice is being issued by The Bank of New York Mellon, as indenture trustee (the “**Trustee**”) under the following indentures pursuant to which the above referenced Notes were issued (collectively, the “**Indentures**”):

1. Indenture, dated as of September 27, 2016 entered into by and among Unifin Financiera, S.A.B. de C.V. Sociedad Financiera de Objeto Múltiple, Entidad No Regulada (the “**Company**”), Unifin Credit, S.A. de C.V., SOFOM, E.N.R. and Unifin Autos, S.A. de C.V. as guarantors (the “**Guarantors**”), the Trustee, The Bank of New York Mellon, as registrar, transfer agent and paying agent (the “**Agents**”), and the Bank of New York Mellon (Luxembourg), S.A., as Luxembourg paying agent and Luxembourg Transfer Agent (the “**Luxembourg Agents**”), as amended by the First Supplemental Indenture dated as of June 3, 2019;
2. Indenture, dated as of May 15, 2017 entered into by and the Company, the Guarantors, the Trustee, the Agents and the Luxembourg Agents, as amended by the First Supplemental Indenture dated as of June 3, 2019;
3. Indenture, dated as of February 12, 2018 entered into by and among the Company, the Guarantors, the Trustee, the Agents and the Luxembourg Agents, as amended by the First Supplemental Indenture dated as of June 3, 2019;
4. Indenture, dated as of July 18, 2019 entered into by and among the Company, the Guarantors, the Trustee, the Agents and the Luxembourg Agents;
5. Indenture, dated as of August 12, 2019 entered into by and among the Company, the Guarantors, the Trustee, the Agents and the Luxembourg Agents, as amended by the First Supplemental Indenture dated as of June 3, 2022; and
6. Indenture, dated as of January 28, 2021 entered into by and among the Company, the Guarantors, the Trustee, the Agents and the Luxembourg Agents, as amended by the First Supplemental Indenture dated as of February 4, 2021.

**Concurso Mercantil**

As the Trustee previously informed the Holders, on November 3, 2022, the Company filed a petition (the “**Concurso Petition**”) to initiate a *concurso mercantil* proceeding (the “**Concurso Proceeding**”) in *el Juzgado Primero de Distrito en Materia de Concursos Mercantiles con residencia en la Ciudad de Mexico* (the “**Concurso Court**”). On November 8, 2022, the Concurso Court issued a ruling admitting the Concurso Petition and ordering the appointment of a *visitador* by the *Instituto Federal de Especialistas de Concursos Mercantiles* (“**IFECOM**”). The Trustee understands that IFECOM appointed José Gerardo Badín Cherit as *visitador* and thereafter IFECOM appointed Enrique Estrella as the conciliator (“**Conciliator**”).

On January 27, 2023 the Conciliator published the judgment declaring the Company in Concurso in the Federal Official Gazette. As a result, the [deadline] to file a proof of claim

against the Company in the Concurso Proceeding is February 16, 2023. The Trustee will file a proof of claim for principal and interest due under the Notes as of January 4, 2023 on or prior to February 16, 2023.

### **Events of Default**

The Trustee previously informed holders of the Events of Default arising from the Company's failure to make interest payments of (i) \$7,000,000.00 on the Company's 7.0% Senior Notes due 2024 and (ii) \$10,747,845.63 on the Company's 7.375% Senior Notes due 2026 Notes, in each case due on August 12, 2022. As a result of such payment defaults continuing beyond the grace period, a cross-default Event of Default exists under each of the Indentures.

In addition the filing of the Concurso Petition by the Company is a Bankruptcy Event of Default and an Event of Default under Section 6.01(a)(vii) of each of the Indentures. As a result of such Event of Default the Notes became immediately due and payable on November 3, 2022.

### **Instruction by Holders**

Section 6.05 of each of the Indentures state that subject to all provisions of the applicable Indenture and applicable law, the Holders of a majority in aggregate principal amount of the then Outstanding Notes (as defined in the Indentures) may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or the applicable Indenture, that may involve the Trustee in personal liability, or that the Trustee determines in good faith may be unduly prejudicial to the rights of Holders not joining in the giving of such direction, and the Trustee may take any other action it deems proper that is not inconsistent with any such direction received from Holders.

Section 7.01(i) of each of the Indentures states the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the applicable Indenture at the request, order or direction of any of the Holders unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities that might be incurred by it in compliance with such request or direction.

### **Retention of Counsel**

The Trustee has retained Norton Rose Fulbright US LLP in New York and Holland & Knight México S.C. in Mexico City to represent it in connection with the defaults under the Indentures. To the extent not paid by the Company, the Trustee will exercise its rights to recover including the fees and expenses of all retained professionals and the fees and expenses for the extraordinary services by the Trustee's Default Administration Group from the recoveries under the Indentures for the Holders.

### **Miscellaneous**

Holders should not rely on the Trustee as their sole source of information. Holders should consider consulting their own legal, financial, and business advisors for advice

regarding this matter. The Trustee makes no recommendations and gives no investment, legal, or tax advice as to the above matters or the Indentures generally. The foregoing is not intended and should not be construed as investment, accounting, financial, legal or tax advice by or on behalf of the Trustee, or its directors, officers, agents, attorneys or employees. Each person receiving this notice is urged to carefully review it and should seek the advice of its own advisors in respect of the matters set forth herein.

Please be advised that the Trustee reserves all of the rights, powers, claims, and remedies available to it under the Indentures and applicable law, including the right to assert any liens for unpaid fees. Except as may be limited by the terms of applicable law or any court order, no delay or forbearance by the Trustee in exercising any right or remedy accruing upon the occurrence of a default, an Event of Default, or similar event or otherwise under the terms of the Indentures, other documentation relating thereto, or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or an acquiescence therein.

If you have any questions regarding this Notice, you may contact David Kerr, Vice President, The Bank of New York Mellon, by e-mail at [david.m.kerr@bnymellon.com](mailto:david.m.kerr@bnymellon.com). Please note in any correspondence with the Trustee, Holders may be required to submit satisfactory proof of their holdings together with due written authorization to the Trustee.

The Trustee may conclude that a specific response to particular inquiries from individual Holders is not consistent with equal and full dissemination of information to all Holders.

The Bank of New York Mellon, as Trustee