



## NOTICE OF CONCURSO CLAIM

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

**8.875% Subordinated Perpetual Notes**  
**Cusip #s 90470TAC2, P94461AD5<sup>1</sup>**  
**ISIN #s US90470TAC27, USP94461AD52**

March 10, 2023

**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 DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO 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 Indenture, dated as of January 29, 2018 (the “**Indenture**”) entered into by and among Unifin Financiera, S.A.B. de C.V. Sociedad Financiera de Objeto Múltiple, Entidad No Regulada (the “**Company**”), the Trustee, The Bank of New York Mellon, as registrar, transfer agent and paying agent, and the Bank of New York Mellon (Luxembourg), S.A., as Luxembourg paying agent and Luxembourg Transfer Agent.

### **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 Menéndez as

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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.

the conciliator (“**Conciliator**”).

As also previously informed, on January 27, 2023 the Conciliator published the judgment declaring the Company in Concurso in the Federal Official Gazette. As a result, the Trustee has been advised that the deadline to file a proof of claim against the Company in the Concurso Proceeding was February 16, 2023 for creditors with residence in Mexico, while for creditors with residence outside of Mexico, the deadline is March 13, 2023.

The Trustee timely filed a proof of claim in the Concurso Proceeding on February 16, 2023 for principal and interest due under the Notes as of January 4, 2023. The official provisional list of creditors published by the Conciliator reflects the claim filed by the Trustee, including the amounts asserted by the Trustee against the Company.

### **Events of Default**

The Trustee previously informed holders that 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 the Indenture. As a result of such Event of Default the Notes became immediately due and payable on November 3, 2022.

### **Instruction by Holders**

Section 5.04 of the Indenture states that subject to all provisions of the Indenture and applicable law, the Holders of a majority in aggregate principal amount of the then Outstanding Notes (as defined in the Indenture) 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 6.01(i) of the Indenture states the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the 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 Indenture. 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 Indenture 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 Indenture 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 Indenture 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