



**BBVA BANCOMER, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA BANCOMER,  
ACTING THROUGH ITS TEXAS AGENCY  
OFFERS TO PURCHASE FOR CASH UP TO THE APPLICABLE TENDER CAP FOR EACH OF THE OUTSTANDING  
NOTES LISTED IN THE TABLE BELOW**

Each Offer (as defined herein) will expire at 11:59 p.m., New York City time, on September 25, 2019, unless extended or earlier terminated by the Bank (as defined below) (such date and time, as it may be extended with respect to an Offer, the “*Expiration Date*”). In order to be eligible to receive the Early Tender Premium (as defined below) (which is included in the applicable Total Consideration (as defined below)), Holders (as defined below) must validly tender and not validly withdraw their Notes (as defined below) at or prior to 5:00 p.m., New York City time, on September 11, 2019, unless extended by the Bank (such date and time, as it may be extended with respect to an Offer, the “*Early Tender Deadline*”). Holders who tender their Notes following the applicable Early Tender Deadline, but on or prior to the applicable Expiration Date, with respect to any Notes accepted for purchase will be eligible to receive the applicable Tender Offer Consideration (as defined below). Notes tendered may be withdrawn on or prior to, but not after, 5:00 p.m., New York City time, on September 11, 2019 (such date and time, as it may be extended by the Bank with respect to an Offer, the “*Withdrawal Deadline*”). Neither Offer is conditioned upon any minimum principal amount of the Notes being tendered; however, each Offer is subject to the authorization of Banco de México and the satisfaction or waiver of certain conditions, including, without limitation, the Financing Condition (as defined herein), as described under the heading “The Offers—Conditions to the Offers.”

Upon the terms and subject to the conditions described in this offer to purchase (as amended or supplemented from time to time, this “*Offer to Purchase*”), BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, acting through its Texas Agency (the “*Bank*,” “*we*” or “*us*”) hereby offers to purchase for cash (the “*Offers*”) (i) up to an aggregate principal amount of \$250,000,000 (the “*2020 Notes Cap*”) of its 7.25% Non-Cumulative Fixed Rate Subordinated Non-Preferred Notes due 2020 (the “*2020 Notes*”) and (ii) up to an aggregate principal amount of \$500,000,000 (the “*2021 Notes Cap*”) and, together with the 2020 Notes Cap, collectively, the “*Tender Caps*”) of its 6.500% Fixed Rate Subordinated Preferred Notes due 2021 (the “*2021 Notes*”), and together with the 2020 Notes, collectively, the “*Notes*”, and each a “*series*” of Notes) from each registered holder of the Notes that is not a Related Party (as defined below) (individually, a “*Holder*” or “*you*”, and collectively, the “*Holders*”). We reserve the right, but are under no obligation, to increase or decrease the applicable Tender Cap for either or both Offers at any time, subject to applicable law and any required authorization of Banco de México, which could result in us purchasing a greater or lesser aggregate principal amount of the Notes in such Offer, and we may do so without extending the applicable Early Tender Deadline or applicable Withdrawal Deadline or otherwise reinstating withdrawal rights, except as required by applicable law. The principal amount of Notes validly tendered and accepted for purchase in each Offer may be subject to proration, as more fully described herein. In addition, all Notes tendered in either Offer prior to or at the applicable Early Tender Deadline will have priority over Notes tendered in such Offer after the applicable Early Tender Deadline. The following table sets forth certain terms of the Offers:

Title of Notes	CUSIP No. / ISIN No.	Outstanding Principal Amount	Tender Cap (Principal Amount)	Tender Offer Consideration <sup>(1)(4)</sup>	Early Tender Premium <sup>(1)(2)</sup>	Total Consideration <sup>(1)(3)(4)</sup>
7.25% Non-Cumulative Fixed Rate Subordinated Non-Preferred Notes due 2020	05533AAA0; P1R23DAA4 / US05533AAA07; USP1R23DAA49	\$1,000,000,000	\$250,000,000	\$1,000.00	\$30.00	\$1,030.00
6.500% Fixed Rate Subordinated Preferred Notes due 2021	05533UAB4; P16259AB2 / US05533UAB44; USP16259AB20	\$1,250,000,000	\$500,000,000	\$1,026.25	\$30.00	\$1,056.25

(1) Consideration in the form of cash per \$1,000, principal amount of Notes that are validly tendered and not validly withdrawn, subject to any rounding as described herein.

(2) The Early Tender Premium will be payable to holders who validly tender (and do not validly withdraw) Notes on or prior to the Early Tender Deadline.

(3) Includes the Early Tender Premium for Notes validly tendered (and not validly withdrawn) on or prior to the Early Tender Deadline.

(4) All Holders of Notes accepted for purchase will also receive Accrued Interest (as defined below) from the last interest payment date preceding the applicable Settlement Date (as defined below) to, but not including, the applicable Settlement Date.

We intend to finance the purchase of validly tendered and accepted Notes with the net proceeds from the issuance of new Tier 2 Subordinated Capital Notes (the “*Financing Securities*”), but, in our sole discretion, we may also utilize available cash on hand. The issuance of the Financing Securities will be made solely by means of an offering memorandum relating to that offering. This Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy any of the Financing Securities. The Financing Securities will be offered only to qualified institutional buyers in the United States in reliance on Rule 144A under the U.S. Securities Act of 1933, as amended (the “*Securities Act*”), and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act.

***You should consider the risk factors under the section “Certain Significant Consequences and Risks Relating to the Offers” beginning on page 19 of this Offer to Purchase before deciding whether to participate in the Offers.***

(cover page continues)

Joint Global Coordinators and Joint Dealer Managers  
**BBVA Securities** **Goldman Sachs & Co. LLC**

Joint Dealer Managers  
**HSBC** **J.P. Morgan**

August 28, 2019

The information contained in this Offer to Purchase is exclusively our responsibility and has not been reviewed or authorized by the Comisión Nacional Bancaria y de Valores (“**CNBV**”) of Mexico. This Offer to Purchase does not constitute a public offering in Mexico, and may not be publicly distributed in Mexico. This Offer to Purchase may be made to Holders of the Notes in Mexico that qualify as institutional investors in Mexico, pursuant to the private placement exemption set forth in Article 8 of the Mexican Securities Market Law (*Ley del Mercado de Valores*) and regulations thereunder.

Neither the U.S. Securities and Exchange Commission (the “**SEC**”) nor any U.S. state securities commission has approved or disapproved of the Offers, passed upon the merits or fairness of the Offers or passed upon the adequacy or accuracy of the disclosure in this Offer to Purchase. Any representation to the contrary is a criminal offense.

### **Tender Offer Consideration**

Notes that are validly tendered on or prior to 5:00 p.m., New York City time, on September 11, 2019 (as the same may be extended by the Bank with respect to an Offer, the “**Early Tender Deadline**”), and not validly withdrawn on or prior to 5:00 p.m., New York City time, on September 11, 2019 (as the same may be extended by the Bank with respect to an Offer, the “**Withdrawal Deadline**”) and accepted for purchase will receive the applicable Total Consideration, which includes the Early Tender Premium. The applicable Total Consideration for the Notes validly tendered on or prior to the applicable Early Tender Deadline and not validly withdrawn prior to the applicable Withdrawal Deadline will be payable on the applicable Early Settlement Date (as defined below). Holders of Notes validly tendered following such Early Tender Deadline, but on or prior to the applicable Expiration Date and accepted for purchase, will receive the applicable Tender Offer Consideration, payable on the applicable Final Settlement Date (as defined below). The “**Total Consideration**” will equal the applicable Tender Offer Consideration *plus* the Early Tender Premium. Notes purchased in the Offers will be extinguished, retired and cancelled on or about the applicable Settlement Date (as defined below). In addition to the applicable Tender Offer Consideration or the Total Consideration, as applicable, all Holders of Notes accepted for purchase will also receive accrued and unpaid interest rounded to the nearest cent, on such \$1,000 principal amount of Notes from the last interest payment date preceding the applicable Settlement Date to, but not including, the applicable Settlement Date (the “**Accrued Interest**”).

#### *2020 Notes*

With respect to the 2020 Notes, “**Total Consideration**” means, for each \$1,000 principal amount of 2020 Notes validly tendered (and not validly withdrawn) and accepted by the Bank, a cash payment of \$1,030.00. The Total Consideration with respect to the 2020 Notes, includes a cash payment of \$30.00 per \$1,000 principal amount of 2020 Notes tendered (the “**Early Tender Premium**”). The “**Tender Offer Consideration**” with respect to the 2020 Notes means, for each \$1,000 principal amount of 2020 Notes validly tendered (and not validly withdrawn) and accepted by the Bank, a cash payment of \$1,000.00.

#### *2021 Notes*

With respect to the 2021 Notes, “**Total Consideration**” means, for each \$1,000 principal amount of 2021 Notes validly tendered (and not validly withdrawn) and accepted by the Bank, a cash payment of \$1,056.25. The Total Consideration with respect to the 2020 Notes, includes a cash payment of \$30.00 per \$1,000 principal amount of 2021 Notes tendered (the “**Early Tender Premium**”). The “**Tender Offer Consideration**” with respect to the 2021 Notes means, for each \$1,000 principal amount of 2021 Notes validly tendered (and not validly withdrawn) and accepted by the Bank, a cash payment of \$1,026.25.

### **Tender Caps and Proration; Settlement**

If the applicable Tender Cap has not been reached as of the Early Tender Deadline, the applicable series of Notes validly tendered on or prior to the Early Tender Deadline will be accepted for purchase in priority to any Notes validly tendered following the Early Tender Deadline. Subject to applicable law and any required authorization of Banco de México, the Bank may increase or decrease the Tender Cap with respect to an Offer without extending the applicable Early Tender Deadline or applicable Withdrawal Deadline or otherwise reinstating withdrawal rights, except as required by applicable law.

Notes of a series may be subject to proration (rounded down to avoid the purchase of Notes in a principal amount lower than \$150,000 or \$100,000 (for the 2021 Notes and the 2020 Notes, respectively) or in an integral

multiple of \$1,000 in excess thereof) if the aggregate principal amount of the Notes of such series validly tendered and not validly withdrawn is greater than the applicable Tender Cap. Furthermore, if the Tender Cap for a series of Notes has been reached as of the applicable Early Tender Deadline, Holders who validly tender Notes of that series following such Early Tender Deadline will not have any of their Notes of such series accepted for purchase. See “The Offers—Tender Caps and Proration” for more information on the possible proration relating to a particular series of Notes. Depending on the amount tendered and the applicable proration factor applied, if the principal amount of Notes returned to a Holder as a result of proration would result in less than the minimum authorized denomination of \$150,000 or \$100,000 (for the 2021 Notes and the 2020 Notes, respectively) being returned to such Holder, the Bank will either accept or reject all of such Holder’s validly tendered Notes. Any increase or decrease the applicable Tender Cap for either or both Offers at any time is subject to applicable law and any required authorization of Banco de México.

Payment for Notes that are validly tendered on or prior to the applicable Early Tender Deadline and accepted for purchase will be made promptly following such Early Tender Deadline (such date of payment, the “**Early Settlement Date**”). The Bank anticipates that the Early Settlement Date for both Offers will be September 13, 2019. Payment for Notes that are validly tendered following the applicable Early Tender Deadline but on or prior to the applicable Expiration Date and accepted for purchase will be made promptly following such Expiration Date (such date, the “**Final Settlement Date**”). The Bank anticipates that the Final Settlement Date for both Offers will be September 27, 2019, assuming an amount of Notes of the applicable series equal to the Tender Cap is not purchased on the applicable Early Settlement Date. No tenders will be valid if submitted after the applicable Expiration Date. The Early Settlement Date and the Final Settlement Date are each referred to as a “**Settlement Date**.”

In this Offer to Purchase, the Bank has used the convention of referring to all Notes that have been validly tendered and not validly withdrawn as having been “validly tendered.”

Neither Offer is conditioned upon any minimum principal amount of the Notes being tendered, nor is the purchase of Notes of one series conditioned upon the purchase of Notes of the other series; however, the Bank’s obligation to accept for purchase, and to pay for, Notes that are validly tendered in each Offer is subject to the authorization of Banco de México and the satisfaction or waiver of certain conditions, including, without limitation, the completion of the issuance and sale of Financing Securities in an amount sufficient to consummate the purchase of the Notes validly tendered and accepted for purchase in the Offers (the “**Financing Condition**”), as described under the heading “The Offers—Conditions to the Offers.” The Bank reserves the absolute right, subject to applicable law and any required authorization of Banco de México, to: (i) waive any and all conditions to an Offer, including, without limitation, the Financing Condition; (ii) extend or terminate an Offer; (iii) increase, decrease or eliminate the applicable Tender Cap without extending the applicable Early Tender Deadline or Withdrawal Deadline; or (iv) otherwise amend an Offer in any respect.

If you validly tender your Notes on or prior to the applicable Withdrawal Deadline, you may validly withdraw those tendered Notes at any time on or prior to such Withdrawal Deadline, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law (as determined by the Bank in its sole discretion). In the event of termination of an Offer, Notes tendered pursuant to such Offer will be promptly returned. Notes tendered pursuant to the Offer and not purchased due to proration or a defect in the tender will be returned to the tendering Holders promptly following the Expiration Date.

### **Eligible Holders**

The Bank will not accept for purchase any Notes tendered by any registered Holder of Notes that is a Related Party. For purposes hereof, “Related Party” means, with respect to the Bank, any of the persons listed in article 73 of the Mexican Banking Law (*Ley de Instituciones de Crédito*), which includes, the following: (i) any person holding, directly or indirectly, 2% or more of the shares of the Bank, of its holding company or any of the entities that form part of the same financial group, according to the latest shareholding registry of each one of said entities, (ii) members of the board of directors of the Bank, of its holding company or of any of the entities that form part of the same financial group, (iii) any next of kin of any of the persons mentioned in section (i) and (ii) above, (iv) any persons, different to any banking officer or employer, that can oblige the Bank with its signature, (v) subject to certain exceptions, any entity, as well as any member of its board of directors or officer, in which the Bank or its holding company, owns directly or indirectly, 10% or more of its shares, (vi) any entity in which any officer of the Bank participates as member of the board of directors, officer or holds a corporate position in any of the first three corporate levels of such entity, and (vii) the entities in which any of the persons listed in sections (i) to (vi) above or any employee or officer of

the Bank, holds, directly or indirectly, 10% or more of the shares of such entity or has decision making authority in said entity.

As of the date of this Offer to Purchase, the Bank is not aware that any Related Party holds any Notes.

**None of the Bank or its board of directors, the Dealer Managers, the Tender Agent (as defined below), or The Bank of New York Mellon, as trustee under the indenture pursuant to which the Notes were issued (the “Trustee”), is making any recommendation as to whether Holders should tender any Notes in response to an Offer. Holders must make their own decision as to whether to tender any of their Notes, and, if so, the principal amount of Notes to tender. You should consult your own tax, accounting, financial and legal advisers as you deem appropriate regarding the suitability of the tax, accounting, financial and legal consequences of participating or declining to participate in an Offer. See “Certain U.S. Federal and Mexican Income Tax Considerations” for a discussion of certain factors that should be considered in evaluating each Offer.**

**If you do not tender your Notes, they will remain outstanding. If the Bank consummates the Offers, the applicable trading market for your outstanding Notes may be significantly more limited. For a discussion of this and other risks associated with the Offers, see “Certain Significant Consequences and Risks Relating to the Offers.”**

## TABLE OF CONTENTS

	Page
IMPORTANT DATES.....	v
IMPORTANT INFORMATION.....	vi
FORWARD-LOOKING STATEMENTS.....	viii
SUMMARY .....	1
THE BANK.....	6
AVAILABLE INFORMATION .....	7
PURPOSE OF THE OFFERS; SOURCE OF FUNDS .....	8
THE OFFERS .....	8
CERTAIN SIGNIFICANT CONSEQUENCES AND RISKS RELATING TO THE OFFERS .....	19
CERTAIN U.S. FEDERAL AND MEXICAN INCOME TAX CONSIDERATIONS .....	21
DEALER MANAGERS AND INFORMATION AGENT AND TENDER AGENT .....	26
MISCELLANEOUS.....	26

## IMPORTANT DATES

You should take note of the below important dates in connection with the Offers. You should note that the Bank may, subject to applicable and any required authorization of Banco de México, extend one or more of the Early Tender Deadline, Withdrawal Deadline, Early Settlement Date, Expiration Date or Final Settlement Date with respect to either Offer without extending such deadline or date with respect to the other Offer.

<b>Date</b>	<b>Calendar Date and Time</b>	<b>Event</b>
Launch Date	August 28, 2019	Commencement of the Offers.
Early Tender Deadline	5:00 p.m., New York City time, on September 11, 2019, unless extended.	The last time and day for Holders to tender Notes pursuant to the Offers and be eligible to receive the applicable Total Consideration, which includes the Early Tender Premium. Notes validly tendered on or prior to the Early Tender Deadline and accepted for purchase will be purchased in priority to Notes validly tendered thereafter.
Withdrawal Deadline	5:00 p.m., New York City time, on September 11, 2019, unless extended.	The last time and day for Holders to validly withdraw tenders of Notes. Notes tendered after the Withdrawal Deadline may not be validly withdrawn, unless otherwise required by applicable law.
Early Settlement Date	A date promptly following the Early Tender Deadline, anticipated to be September 13, 2019.	For Notes that have been validly tendered at or before the Early Tender Deadline and that are accepted for purchase, the date that settlement will occur, subject to all conditions to the Offers having been satisfied or waived. We will deposit with the Tender Agent the applicable Total Consideration, payable on the Early Settlement Date to Holders whose Notes are accepted for purchase, together with any Accrued Interest.
Expiration Date	11:59 p.m., New York City time, on September 25, 2019, unless extended.	The last time and day for Holders to tender Notes pursuant to each Offer and be eligible to receive the Tender Offer Consideration.
Final Settlement Date	A date promptly following the Expiration Date, anticipated to be September 27, 2019, the second business day after the Expiration Date.	For Notes that have been validly tendered after the Early Tender Deadline and on or prior to the Expiration Date and that are accepted for purchase, the date that settlement will occur, subject to all conditions to the Offer having been satisfied or waived. We will deposit with the Tender Agent the applicable Tender Offer Consideration, payable to Holders on the Final Settlement Date whose Notes are accepted for purchase, together with any Accrued Interest.

## IMPORTANT INFORMATION

Each series of Notes is represented by one or more global certificates registered in the name of Cede & Co., the nominee of The Depository Trust Company (“**DTC**”). DTC is the only registered holder of the Notes. DTC facilitates the clearance and settlement of securities transactions through electronic book-entry changes in accounts of DTC participants. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations or nominees.

A beneficial owner whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee and who desires to tender such Notes in the Offers must contact its nominee and instruct the nominee to tender its Notes on its behalf.

To validly tender Notes, Global Bondholder Services Corporation, as information agent and depository agent (together, the “**Tender Agent**”), must receive, on or prior to the Early Tender Deadline or the Expiration Date, as applicable:

- a timely book-entry transfer of such Notes; and
- an agent’s message through the automated tender offer program (“**ATOP**”) of DTC.

There are no guaranteed delivery provisions provided for by the Bank in order to tender Notes in the Offers. For more information regarding the procedures for tendering your Notes, see “The Offers—Procedure for Tendering Notes.”

Requests for additional copies of this Offer to Purchase and requests for assistance relating to the procedures for tendering Notes may be directed to the Tender Agent at its address and telephone numbers on the back cover page of this Offer to Purchase. Requests for assistance relating to the terms and conditions of each Offer may be directed to the Dealer Managers at their addresses and telephone numbers on the back cover page of this Offer to Purchase. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance regarding the Offers.

**You should read this Offer to Purchase carefully before making a decision to tender your Notes.**

**This Offer to Purchase does not constitute an offer to purchase Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or blue sky laws. In any jurisdiction in which the securities laws or blue sky laws require the Offers to be made by a licensed broker or dealer, the Offers will be deemed to be made on the Bank’s behalf by the Dealer Managers if the Dealer Managers are licensed brokers or dealers under the laws of such jurisdiction, or by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.**

**The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or in the affairs of the Bank or any of the Bank’s affiliates since the date hereof.**

**No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase, and, if given or made, such information or representation may not be relied upon as having been authorized by the Bank, the Tender Agent, the Dealer Managers or the Trustee.**

After the Expiration Date, the Bank, from time to time and, in each case, subject to approval by Banco de Mexico, may purchase additional Notes or may redeem Notes pursuant to the terms of the indenture governing the Notes. Any future purchases may be on the same terms or on terms that are more or less favorable to holders of Notes than the terms of the applicable Offer. Any future purchases by the Bank will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Bank may choose to pursue in the future.

If you have sold or otherwise transferred all of your Notes, you should forward this document to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee.



## FORWARD-LOOKING STATEMENTS

Certain statements contained in this Offer to Purchase relating to our plans, forecasts and expectations regarding future events, strategies and projections are 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,” “consider,” “can,” “could,” “believe,” “anticipate,” “continue,” “expect,” “estimate,” “plan,” “intend,” “assume,” “foresee,” “seeks,” “predict,” “project,” “potential,” or the negative of these terms, and other similar terms are used in this Offer to Purchase to identify such forward-looking statements. Forward-looking statements included in this Offer to Purchase are based on our current expectations and projections related to future events and trends that 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, results of operations, strategies, competitive position and market environment may significantly differ from our estimates as a result of a number of factors, including, but not limited to:

- changes in requirements to make contributions to, or for the receipt of support from programs organized by, the Mexican government;
- financing plans and limitations on our access to sources of financing on competitive terms;
- changes in general economic, business, trade, social, political or other conditions in Mexico, the United States or elsewhere;
- the ability or willingness of our customers to meet their payment obligations;
- the monetary, foreign exchange and interest rate policies of Banco de México;
- possible disruptions to commercial activities due to natural and man-made disasters, including health epidemics, weather events, terrorist activities and armed conflicts;
- material changes to, or withdrawals from, or renegotiations of free trade agreements to which Mexico is a party, including the implementation of the new North American Free Trade Agreement;
- competition in the banking and financial services industry in Mexico;
- profitability of our businesses;
- changes in exchange rates, market interest rates or the rate of inflation;
- credit and other risks of lending, such as increases in default of borrowers;
- limitations on our access to sources of financing on competitive terms;
- failure to meet capital or other requirements;
- additional capital requirements relating to our classification as a systemically important local bank and to countercyclical risks;
- limitations on our ability to freely determine interest rates, fees and commissions;

- changes in reserve or capital requirements, changes in the laws or regulations applicable thereto, or the interpretation of how such reserve or capital requirements are to be calculated;
- our inability to hedge against market risks, including but not limited, to interest rate and exchange rate movements;
- inability to timely and duly enforce our claims on collateral provided by borrowers;
- changes in our or Mexico's domestic and international credit ratings;
- changes in regulations relating to the products we offer or otherwise;
- changes in capital markets in general that may affect policies or attitudes towards investing in Mexico or securities issued by companies in Mexico;
- any failure or weakness in our operating controls or procedures or our risk management policies;
- changes in consumer spending and saving habits;
- a deterioration of labor relations with our employees;
- our ability to implement new technologies and to safeguard against cyber-attacks and other breaches of our information technology systems;
- interruptions or failures in our technology systems;
- actions taken by the Mexican Antitrust Commission (*Comisión Federal de Competencia Económica*) or the Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*) with respect to our business and the Mexican banking industry generally;
- any adverse administrative or legal proceedings against us;
- any failure to detect money laundering or other illegal or improper activities;
- the impact of acquisitions and divestitures;
- restrictions on foreign currency convertibility and remittance outside of Mexico; and
- the effect of changes in accounting principles, new legislation, intervention by regulatory authorities, government directives or monetary or fiscal policy in Mexico.

The risks included here are not exhaustive. Other sections of this Offer to Purchase, including "Certain Significant Consequences and Risks Relating to the Offers," include additional factors that could affect our businesses and financial performance. Moreover, additional factors affecting our business may arise periodically and we cannot predict such factors, nor can we assess the impact of all these factors on our business or the extent to which such factors or combination of factors could cause our results to materially differ from those contained in any forward-looking statement. Although we consider the plans, intentions, expectations and estimates reflected in, or suggested by, forward-looking statements included in this Offer to Purchase to be reasonable, we cannot provide any assurance that our plans, intentions, expectations and estimates will be achieved. Additionally, historical trends in our statements should not be interpreted as a guarantee that these trends will continue in the future. 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. Accordingly, you should not place undue reliance on the estimates and forward-looking statements included in this Offer to Purchase to make an investment decision.

Forward-looking statements included herein are made only as of the date of this Offer to Purchase. 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.

## SUMMARY

*The following summary is provided solely for the convenience of Holders of the Notes. This summary is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase or any amendments or supplements hereto. Each undefined capitalized term used in this summary has the meaning set forth elsewhere in this Offer to Purchase. Holders are urged to read this Offer to Purchase in its entirety.*

The Purchaser ..... BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, acting through its Texas Agency.

The Notes.....	<u>Title of Security</u>	<u>Principal Amount Outstanding</u>
	7.25% Non-Cumulative Fixed Rate Subordinated Non-Preferred Notes due 2020	\$1,000,000,000
	6.500% Fixed Rate Subordinated Preferred Notes due 2021	\$1,250,000,000

The Offers..... The Bank is offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and for the Total Consideration or Tender Offer Consideration, as applicable, set forth herein, an amount of Notes of each series up to the applicable Tender Cap, subject to proration as described herein.

Purpose of the Offers; Source of Funds... The purpose of the Offers, together with the proposed issuance of the Financing Securities, is to retire the Notes, which are part of our legacy Basel II-compliant capital notes, that have become inefficient from a regulatory capital perspective, and issue the Financing Securities, which are Basel III-compliant, in order to extend the maturity profile of our regulatory capital notes. We intend to finance the purchase of validly tendered and accepted Notes with the net proceeds from the issuance of the Financing Securities, but, in our sole discretion, we may also utilize available cash on hand. Notes purchased in the Offers will be extinguished, retired and cancelled on or about the applicable Settlement Date.

The issuance of the Financing Securities will be made solely by means of an offering memorandum relating to that offering. This Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy any of the Financing Securities. The Financing Securities will be offered only to qualified institutional buyers in the United States in reliance on Rule 144A under the Securities Act and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act.

Tender Caps..... The Tender Caps limit the maximum aggregate principal amount of the 2020 Notes that may be purchased in the applicable Offer to \$250,000,000 and the maximum aggregate principal amount of the 2021 Notes that may be purchased in the applicable Offer to \$500,000,000. The Bank reserves the absolute right, but is under no obligation, to increase or decrease the applicable Tender Cap for either or both Offers at any time, subject to applicable law and any required authorization of Banco de México, without extending the applicable Early Tender Deadline or applicable Withdrawal Deadline or otherwise reinstating withdrawal rights, except as required by applicable law.

Proration ..... Notes of a series may be subject to proration (rounded down to avoid the purchase of Notes in a principal amount lower than \$150,000 or

\$100,000 (for the 2021 Notes and the 2020 Notes, respectively) or in an integral multiple of \$1,000 in excess thereof) if the aggregate principal amount of the Notes of such series validly tendered is greater than the applicable Tender Cap.

Tenders of the 2021 Notes will be accepted for purchase only in principal amounts equal to \$150,000 and integral multiples of \$1,000 in excess thereof. Tenders of the 2020 Notes will be accepted for purchase only in principal amounts equal to \$100,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their notes must continue to hold Notes in at least the minimum authorized denomination of \$150,000 (in the case of the 2021 Notes) or \$100,000 (in the case of the 2020 Notes) in principal amount. Depending on the amount tendered and the applicable proration factor applied, if the principal amount of Notes returned to a Holder as a result of proration would result in less than the minimum authorized denomination of \$150,000 or \$100,000 (for the 2021 Notes and the 2020 Notes, respectively) being returned to such Holder, the Bank will either accept or reject all of such Holder's validly tendered Notes.

See "The Offers—Tender Caps and Proration."

Effect of Early Tender Deadline .....	Subject to the Tender Caps and proration, all 2020 Notes validly tendered on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2020 Notes tendered following the applicable Early Tender Deadline, and 2021 Notes validly tendered on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2021 Notes tendered following the applicable Early Tender Deadline. <b>Furthermore, if an Offer is fully subscribed with respect to a series of Notes as of the applicable Early Tender Deadline, Holders who validly tender Notes of such series of Notes following the applicable Early Tender Deadline will not have any of their Notes of such series accepted for purchase.</b>
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Total Consideration .....	Notes that are validly tendered on or prior to the Early Tender Deadline and accepted for purchase will receive the applicable Total Consideration, which includes the Early Tender Premium. The applicable Total Consideration for the Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be payable on the Early Settlement Date.
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With respect to the 2020 Notes, the Total Consideration is, for each \$1,000 principal amount of 2020 Notes validly tendered and accepted by the Bank, a cash payment of \$1,030.00. The Total Consideration with respect to the 2020 Notes includes the Early Tender Premium of \$30.00 per \$1,000 principal amount of 2020 Notes tendered.

With respect to the 2021 Notes, the Total Consideration is, for each \$1,000 principal amount of 2021 Notes validly tendered and accepted by the Bank, a cash payment of \$1,056.25. The Total Consideration with respect to the 2021 Notes includes the Early Tender Premium of \$30.00 per \$1,000 principal amount of 2021 Notes tendered.

In addition to the applicable Total Consideration, all Holders of Notes accepted for purchase will also receive Accrued Interest from the last interest payment date preceding the applicable Settlement Date to, but

not including, the applicable Settlement Date.

Tender Offer Consideration..... Holders of Notes validly tendered following the applicable Early Tender Deadline, but on or prior to the applicable Expiration Date and accepted for purchase, will receive the applicable Tender Offer Consideration, payable on the Final Settlement Date.

With respect to the 2020 Notes, the Tender Offer Consideration is, for each \$1,000 principal amount of 2020 Notes validly tendered and accepted by the Bank, a cash payment of \$1,000.00.

With respect to the 2021 Notes, the Tender Offer Consideration is, for each \$1,000 principal amount of 2021 Notes validly tendered and accepted by the Bank, a cash payment of \$1,026.25.

In addition to the applicable Tender Offer Consideration, all Holders of Notes accepted for purchase will also receive Accrued Interest from the last interest payment date preceding the applicable Settlement Date to, but not including, the applicable Settlement Date.

Other Purchases of Notes..... After the Expiration Date, the Bank, from time to time and, in each case, subject to approval by Banco de Mexico, may purchase additional Notes or may redeem Notes pursuant to the terms of the indenture governing the Notes. Any future purchases may be on the same terms or on terms that are more or less favorable to holders of Notes than the terms of the applicable Offer. Any future purchases by the Bank will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Bank may choose to pursue in the future.

Eligible Holders..... The Bank will not accept for purchase any Notes tendered by any registered Holder of Notes that is a Related Party. For purposes hereof, “Related Party” means, with respect to the Bank, any of the persons listed in article 73 of the Mexican Banking Law (*Ley de Instituciones de Crédito*), which includes, the following: (i) any person holding, directly or indirectly, 2% or more of the shares of the Bank, of its holding company or any of the entities that form part of the same financial group, according to the latest shareholding registry of each one of said entities, (ii) members of the board of directors of the Bank, of its holding company or of any of the entities that form part of the same financial group, (iii) any next of kin of any of the persons mentioned in section (i) and (ii) above, (iv) any persons, different to any banking officer or employer, that can oblige the Bank with its signature, (v) subject to certain exceptions, any entity, as well as any member of its board of directors or officer, in which the Bank or its holding company, owns directly or indirectly, 10% or more of its shares, (vi) any entity in which any officer of the Bank participates as member of the board of directors, officer or holds a corporate position in any of the first three corporate levels of such entity, and (vii) the entities in which any of the persons listed in sections (i) to (vi) above or any employee or officer of the Bank, holds, directly or indirectly, 10% or more of the shares of such entity or has decision making authority in said entity.

As of the date of this Offer to Purchase, the Bank is not aware that any Related Party holds any Notes.

Early Tender Deadline .....	<p>The Early Tender Deadline for each Offer (unless extended by the Bank with respect to such Offer) will be at 5:00 p.m., New York City time, on September 11, 2019. If a broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline for accepting the applicable Offer in advance of the applicable Early Tender Deadline. You should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline.</p>
Expiration Date.....	<p>Each Offer will expire at 11:59 p.m., New York City time, on September 25, 2019, unless extended by the Bank with respect to such Offer. If a broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline for accepting the applicable Offer in advance of the applicable Expiration Date. You should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline.</p>
Settlement of Accepted Notes .....	<p>Payment of the applicable Total Consideration together with Accrued Interest with respect to Notes that are validly tendered on or prior to the applicable Early Tender Deadline and are accepted for purchase will be made on the applicable Early Settlement Date, which will be a date promptly following the applicable Early Tender Deadline. The Bank anticipates that the Early Settlement Date will occur on September 13, 2019.</p> <p>If an amount of Notes equal to the applicable Tender Cap is not purchased on the applicable Early Settlement Date for either Offer, payment of the applicable Tender Offer Consideration with respect to Notes that are validly tendered following the applicable Early Tender Deadline but on or prior to the applicable Expiration Date and that are accepted for purchase will be made on the applicable Final Settlement Date, which will be a date promptly following the applicable Expiration Date. The Bank anticipates that the Final Settlement Date for each Offer will occur on September 27, 2019.</p> <p>On each applicable Settlement Date, Notes of a series may be subject to proration (rounded down to avoid the purchase of Notes in a principal amount lower than \$150,000 or \$100,000 (for the 2021 Notes and the 2020 Notes, respectively) or in an integral multiple of \$1,000 in excess thereof) if the aggregate principal amount of the Notes of such series validly tendered is greater than the applicable Tender Cap. See “—Proration.”</p>
Conditions to the Offers .....	<p>The Bank’s obligation to accept and pay for Notes in each Offer is subject to the authorization of Banco de México and the satisfaction or waiver of certain conditions, including, without limitation, the Financing Condition. See “The Offers—Conditions to the Offers.” In addition, the Bank reserves the absolute right, subject to applicable law and any required authorization of Banco de México, to: (i) waive any and all conditions to an Offer, including, without limitation, the Financing Condition; (ii) extend or terminate an Offer; (iii) increase, decrease or eliminate the applicable Tender Cap without extending the applicable Early Tender Deadline or Withdrawal Deadline; or (iv) otherwise amend an Offer in any respect.</p>

Neither Offer is conditioned on any minimum principal amount of Notes

	or any series of Notes being validly tendered, nor is the purchase of Notes of one series conditioned upon the purchase of Notes of the other series. Subject to applicable law, the Bank expressly reserves the absolute right, in its sole discretion, to terminate an Offer if the conditions to such Offer are not satisfied. If an Offer is terminated at any time with respect to any series of Notes, the Notes of such series tendered pursuant to such Offer will be promptly returned to the tendering Holders.
How to Tender Notes.....	See “The Offers—Procedure for Tendering Notes.” For further information, call the Tender Agent at its telephone number set forth on the back cover page of this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.
Withdrawal Rights.....	Notes validly tendered on or prior to the applicable Withdrawal Deadline may be withdrawn at any time on or prior to such Withdrawal Deadline, but not thereafter, unless required by applicable law. Notes tendered after the applicable Withdrawal Deadline, but on or prior to the applicable Expiration Date, may not be withdrawn, unless required by applicable law. See “The Offers—Withdrawal Rights.”
Certain Tax Considerations .....	For a discussion of certain U.S. and Mexican federal tax considerations of each Offer, see “Certain U.S. Federal and Mexican Income Tax Considerations.”
Certain Risks .....	For a discussion of certain risks associated with the Offers, see “Certain Significant Consequences and Risks Relating to the Offers.”
Untendered or Unpurchased Notes .....	The Bank will return any tendered Notes that it does not accept for purchase to their tendering Holder without expense. Notes not tendered or otherwise not purchased pursuant to the Offers will remain outstanding. If an Offer is consummated, the aggregate principal amount that remains outstanding of the applicable series of Notes will be reduced. This reduction may adversely affect the liquidity of and, consequently, the market price for the Notes of such series that remain outstanding after consummation of such Offer.
Dealer Managers.....	The Bank has retained BBVA Securities Inc. and Goldman Sachs & Co. LLC, to act as joint global coordinators, and BBVA Securities Inc., Goldman Sachs & Co. LLC, HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC to act as Dealer Managers in connection with the Offers (collectively, the “ <i>Dealer Managers</i> ”).
Information Agent and Depositary Agent	Global Bondholder Services Corporation.
Brokerage Commissions.....	No brokerage commissions are payable by Holders to the Bank, the Dealer Managers or the Tender Agent. If your Notes are held through a broker or other nominee that tenders the Notes on your behalf, your broker may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply. See “The Offers—Payment for Notes.”
Governing Law .....	The Offers and any purchase of Notes pursuant to the Offers shall be governed by the laws of the State of New York.



## THE BANK

We are a leading multi-purpose bank with limited liability organized under Mexican law. As of June 30, 2019, we had total assets of Ps. 2,106,291 million, total deposits of Ps. 1,258,456 million and stockholders' equity of Ps. 203,962 million. For the six months ended June 30, 2019, our net income was Ps. 23,959 million, and for the year ended December 31, 2018, our net income was Ps. 46,060 million. As of June 30, 2019, based on total assets, loans and deposits, we were the largest bank in Mexico according to data from the CNBV.

We are the principal subsidiary of Grupo Financiero BBVA Bancomer, S.A. de C.V., a Mexican financial services holding company ("**GFBB**"). GFBB is controlled, and substantially all of its capital stock is beneficially owned, by Banco Bilbao Vizcaya Argentaria, S.A., a leading Spanish bank and a global financial group. As of June 30, 2019, the Bank accounted for 90.6% of GFBB's total assets and 86.0% of GFBB's net income.

We are focused on distributing our banking products and services efficiently. As of June 30, 2019, we distributed our products and services in Mexico for all of our banking units through a nationwide network of 1,821 branches as well as our agency located in Houston, Texas. We operate 12,811 ATMs and also offer our products and services through mobile phone and internet banking. As of June 30, 2019, channels other than a teller window were utilized in approximately 86% of our banking transactions (excluding those completed at POS terminals). We are present in all 32 Mexican states.

## AVAILABLE INFORMATION

We file annual and quarterly reports and other information, all of which is in the Spanish language, with the Bolsa Mexicana de Valores, S.A.B. de C.V. (the “**BMV**”) and the Bolsa de Valores Institucional, S.A. de C.V. (the “**BIVA**”) in accordance with the requirements applicable to issuers of securities registered with the *Registro Nacional de Valores* maintained by the CNBV. Our BMV and/or BIVA filings are available to the public on the Internet at our website, [www.bbva.mx](http://www.bbva.mx), at the BMV’s website, [www.bmv.com.mx](http://www.bmv.com.mx), and at the BIVA’s website, [www.biva.mx](http://www.biva.mx). We also publish our annual financial statements and certain other information on the website of the Global Exchange Market of the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”). The address of our website and the reference to the website of Euronext Dublin is included in this Offer to Purchase as active textual references only. The information on our website and the website of Euronext Dublin is not a part of, and is not incorporated by reference into, this Offer to Purchase or any supplement thereto.

## PURPOSE OF THE OFFERS; SOURCE OF FUNDS

The purpose of the Offers, together with the proposed issuance of the Financing Securities, is to retire the Notes, which are part of our legacy Basel II-compliant capital notes, that have become inefficient from a regulatory capital perspective, and issue the Financing Securities, which are Basel III-compliant, in order to extend the maturity profile of our regulatory capital notes. We intend to finance the purchase of validly tendered and accepted Notes with the net proceeds from the issuance of the Financing Securities, but, in our sole discretion, we may also utilize available cash on hand. Notes purchased in the Offers will be extinguished, retired and cancelled on or about the applicable Settlement Date.

The issuance of the Financing Securities will be made solely by means of an offering memorandum relating to that offering. This Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy any of the Financing Securities. The Financing Securities will be offered only to qualified institutional buyers in the United States in reliance on Rule 144A under the Securities Act and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act.

After the Expiration Date, the Bank, from time to time and, in each case, subject to approval by Banco de Mexico, may purchase additional Notes or may redeem Notes pursuant to the terms of the indenture governing the Notes. Any future purchases may be on the same terms or on terms that are more or less favorable to holders of Notes than the terms of the applicable Offer. Any future purchases by the Bank will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Bank may choose to pursue in the future.

## THE OFFERS

### General

In the Offers, the Bank is offering, upon the terms and subject to the conditions set forth in this Offer to Purchase, including, without limitation, the Financing Condition, to purchase for cash an aggregate principal amount of Notes up to the applicable Tender Cap. Notes of a series validly tendered and not validly withdrawn on or before the Early Tender Deadline will be purchased in priority to Notes of such series validly tendered after the Early Tender Deadline. **The Bank reserves the absolute right, subject to applicable law and any required authorization of Banco de México, to: (i) waive any and all conditions to an Offer, including, without limitation, the Financing Condition; (ii) extend or terminate an Offer; (iii) increase, decrease or eliminate the applicable Tender Cap without extending the applicable Early Tender Deadline or Withdrawal Deadline; or (iv) otherwise amend an Offer in any respect.**

The 2020 Notes were issued under the indenture dated as of April 22, 2010 between us and The Bank of New York Mellon, as trustee, and the 2021 Notes were issued under an indenture dated as of March 10, 2011 between us and The Bank of New York Mellon, as trustee. As of the date of this Offer to Purchase, there are \$1,000,000,000 aggregate principal amount of 2020 Notes outstanding and \$1,250,000,000 aggregate principal amount of 2021 Notes outstanding.

Tenders of the 2021 Notes will be accepted for purchase only in principal amounts equal to \$150,000 and integral multiples of \$1,000 in excess thereof. Tenders of the 2020 Notes will be accepted for purchase only in principal amounts equal to \$100,000 and integral multiples of \$1,000 in excess thereof. . The consideration offered for each \$1,000 principal amount of Notes validly tendered on or before the Early Tender Deadline and accepted for purchase will be the applicable Total Consideration, which includes the applicable Early Tender Premium and which will be payable on the Early Settlement Date. Holders of Notes subject to the Offers validly tendering after the applicable Early Tender Deadline, but on or before the applicable Expiration Date, and whose Notes are accepted for purchase will be eligible to receive only the applicable Tender Offer Consideration, which will be payable to such Holders on the Final Settlement Date. Holders of Notes purchased pursuant to the Offers also will be paid the applicable Accrued Interest through the applicable Settlement Date. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

Notes that are validly tendered may be subject to proration or may not be accepted for purchase. For more information regarding possible proration of the Notes, please see “—Tender Caps and Proration” below.

Each Offer commenced on August 28, 2019 and, unless extended with respect to such Offer by the Bank, will expire at 11:59 p.m., New York City time, on September 25, 2019 (the “**Expiration Date**”). No tenders will be valid if submitted after the Expiration Date. If a broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline for accepting the applicable Offer. You should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline. The Offers are open to all registered Holders of the Notes.

### **Total Consideration and Tender Offer Consideration**

Notes that are validly tendered and not validly withdrawn on or prior to 5:00 p.m., New York City time, on September 11, 2019 (as the same may be extended by the Bank with respect to an Offer, the “**Early Tender Deadline**”), and accepted for purchase will receive the applicable Total Consideration, which includes the Early Tender Premium. The applicable Total Consideration for the Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be payable on the Early Settlement Date (as defined herein). Holders of Notes validly tendered following such Early Tender Deadline, but on or prior to the applicable Expiration Date and accepted for purchase, will receive the applicable Tender Offer Consideration, payable on the Final Settlement Date (as defined below). The “**Total Consideration**” will equal the applicable Tender Offer Consideration *plus* the Early Tender Premium. Notes purchased in the Offers will be extinguished, retired and cancelled on or about the applicable Settlement Date. In addition to the applicable Tender Offer Consideration or the Total Consideration, as applicable, all Holders of Notes accepted for purchase will also receive accrued and unpaid interest rounded to the nearest cent, on such \$1,000 principal amount of Notes from the last interest payment date preceding the applicable Settlement Date to, but not including, the applicable Settlement Date (the “**Accrued Interest**”).

With respect to the 2020 Notes, the Total Consideration is, for each \$1,000 principal amount of 2020 Notes validly tendered and accepted by the Bank, a cash payment of \$1,030.00. The Total Consideration with respect to the 2020 Notes includes the Early Tender Premium of \$30.00 per \$1,000 principal amount of 2020 Notes tendered. The Tender Offer Consideration for the 2020 Notes is, for each \$1,000 principal amount of 2020 Notes validly tendered and accepted by the Bank, a cash payment of \$1,000.00.

With respect to the 2021 Notes, the Total Consideration is, for each \$1,000 principal amount of 2021 Notes validly tendered and accepted by the Bank, a cash payment of \$1,056.25. The Total Consideration with respect to the 2021 Notes includes the Early Tender Premium of \$30.00 per \$1,000 principal amount of 2021 Notes tendered. The Tender Offer Consideration for the 2021 Notes is, for each \$1,000 principal amount of 2021 Notes validly tendered and accepted by the Bank, a cash payment of \$1,026.25.

**None of the Bank or its board of directors, the Dealer Managers, the Tender Agent or the Trustee makes any recommendation that Holders tender or refrain from tendering all or any portion of the principal amount of their Notes, and no one has been authorized by any of them to make such a recommendation. Holders must make their own decision as to whether to tender their Notes, and, if so, the principal amount of Notes to tender. You should consult your own tax, accounting, financial and legal advisers as you deem appropriate regarding the suitability of the tax, accounting, financial and legal consequences of participating or declining to participate in an Offer. See “Certain U.S. Federal and Mexican Income Tax Considerations” for a discussion of certain factors that should be considered in evaluating each Offer.**

**If you do not tender your Notes, they will remain outstanding. If the Bank consummates the Offers, the applicable trading market for your outstanding Notes may be significantly more limited. For a discussion of this and other risks associated with the Offers, see “Certain Significant Consequences and Risks Relating to the Offers.”**

### **Tender Caps and Proration**

The Tender Caps limit the maximum aggregate principal amount of the 2020 Notes that may be purchased in the applicable Offer to \$250,000,000 and the maximum aggregate principal amount of the 2021 Notes that may be

purchased in the applicable Offer to \$500,000,000. Subject to the applicable Tender Cap, 2020 Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2020 Notes validly tendered following such Early Tender Deadline, and 2021 Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2021 Notes validly tendered following such Early Tender Deadline. If an Offer is fully subscribed as of the applicable Early Tender Deadline, Holders who validly tender Notes of the applicable series following the Early Tender Deadline will not have any of their Notes of such series accepted for purchase.

Notes of a series may be subject to proration (rounded down to avoid the purchase of Notes in a principal amount other than \$150,000 or \$100,000 (for the 2021 Notes and the 2020 Notes, respectively) or in an integral multiple of \$1,000 in excess thereof) if the aggregate principal amount of the Notes of such series validly tendered is greater than the applicable Tender Cap. The Notes may be tendered and accepted for purchase only in minimum principal amounts of \$150,000, in the case of the 2021 Notes, and \$100,000, in the case of the 2020 Notes, and integral multiples of \$1,000 in excess thereof. If proration of a series of validly tendered Notes is required, the Bank will determine the applicable proration factor as soon as practicable after the applicable Early Tender Deadline or the Expiration Date, as the case may be, and will announce the results of proration by press release.

The Offers are not conditioned upon any minimum level of participation. The Bank will not be able to definitively determine whether the Offers are oversubscribed or what the effects of proration may be until after the applicable Early Tender Deadline or Expiration Date has passed. Therefore, because such time is after the Withdrawal Deadline (unless extended), you will not be able to withdraw tenders of your Notes at the time the Bank establishes the amount of Notes to be purchased pursuant to the applicable Offer.

#### **Payment for Notes**

Upon the terms and subject to the conditions of each Offer, on the applicable Settlement Date, the Bank will purchase as many Notes validly tendered and not validly withdrawn, on or prior to the applicable Early Tender Deadline or Expiration Date, as the case may be, subject to the applicable Tender Cap. The Notes that are validly tendered pursuant to the applicable Offer may be subject to proration or may not be accepted for purchase.

**Depending on the amount validly tendered and the proration factor applied, if the principal amount of Notes that are not accepted and returned to a Holder as a result of proration would result in less than the minimum denomination of \$150,000 or \$100,000 (for the 2021 Notes and the 2020 Notes, respectively) principal amount being returned to such Holder, the Bank will either accept or reject all of such Holder's validly tendered Notes. For more information regarding possible proration of the Notes, please see “—Tender Caps and Proration.”**

Payment for all Notes purchased pursuant to the Offers will be made by deposit by the Bank of the Total Consideration or Tender Offer Consideration, as applicable, plus Accrued Interest, for each series of Notes in immediately available funds on the applicable Settlement Date with DTC. For purposes of the Offers, the Bank will be deemed to have accepted for purchase any Notes if, and when, the Bank gives written notice thereof to the Tender Agent.

The Bank expressly reserves the absolute right, in its sole discretion but subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), to delay acceptance for purchase of the Notes of any series if any of the conditions to the Offers shall not have been satisfied or waived, or in order to comply, in whole or in part, with any applicable law. See “—Conditions to the Offers.” In all cases, payment of the applicable Total Consideration or Tender Offer Consideration, as applicable, and Accrued Interest, for Notes purchased pursuant to the Offers will be made only after timely receipt by the Tender Agent of (i) a timely book-entry transfer of such Notes into the Tender Agent's account at DTC pursuant to the procedures set forth under “—Procedure for Tendering Notes,” (ii) a properly transmitted agent's message.

If any tendered Notes are not purchased pursuant to the Offers for any reason, such Notes not purchased will be promptly credited to the account maintained at DTC from which Notes were delivered after the expiration or termination of the Offers.

Holders whose Notes are accepted for purchase pursuant to the Offers will be entitled to receive the Total Consideration or Tender Offer Consideration for that series of Notes, as applicable, plus Accrued Interest. Under no

circumstances will any additional interest be payable because of any delay in the transmission of funds to the Holders of purchased Notes or otherwise.

Tendering Holders of Notes purchased in the Offers will not be obligated to pay brokerage commissions to the Dealer Managers or the Tender Agent. The Bank will pay or cause to be paid all transfer taxes with respect to the purchase of any Notes. If your Notes are held through a broker or other nominee who tenders the Notes on your behalf, your broker or other nominee may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply.

### **Eligible Holders**

The Bank will not accept for purchase any Notes tendered by any registered Holder of Notes that is a Related Party. For purposes hereof, "Related Party" means, with respect to the Bank, any of the persons listed in article 73 of the Mexican Banking Law (*Ley de Instituciones de Crédito*), which includes, the following: (i) any person holding, directly or indirectly, 2% or more of the shares of the Bank, of its holding company or any of the entities that form part of the same financial group, according to the latest shareholding registry of each one of said entities, (ii) members of the board of directors of the Bank, of its holding company or of any of the entities that form part of the same financial group, (iii) any next of kin of any of the persons mentioned in section (i) and (ii) above, (iv) any persons, different to any banking officer or employer, that can oblige the Bank with its signature, (v) subject to certain exceptions, any entity, as well as any member of its board of directors or officer, in which the Bank or its holding company, owns directly or indirectly, 10% or more of its shares, (vi) any entity in which any officer of the Bank participates as member of the board of directors, officer or holds a corporate position in any of the first three corporate levels of such entity, and (vii) the entities in which any of the persons listed in sections (i) to (vi) above or any employee or officer of the Bank, holds, directly or indirectly, 10% or more of the shares of such entity or has decision making authority in said entity.

As of the date of this Offer to Purchase, the Bank is not aware that any Related Party holds any Notes.

### **Conditions to the Offers**

Notwithstanding any other provision of either Offer, and in addition to (and not in limitation of) the Bank's right to extend and amend and terminate such Offer at any time, subject to applicable law, the Bank will not be obligated to accept for purchase, and pay for, validly tendered Notes pursuant to such Offer if the Bank has not received authorization from Banco de México or the following conditions have not been satisfied.

#### *Financing Condition*

For the purposes hereof, the Financing Condition shall have been deemed to have been satisfied if the Bank shall have completed the sale and issuance of the Financing Securities in an amount sufficient to consummate the purchase of the Notes validly tendered and accepted for purchase in the Offers. The Bank shall have no obligation to purchase the Notes validly tendered by the applicable Early Tender Deadline or the Expiration Date on the Early Settlement Date and the Final Settlement Date, respectively, unless the Financing Condition has been satisfied as of the date thereof.

#### *General Conditions*

In addition to satisfaction of the Financing Condition, as conditions to the Offers, none of the following conditions shall have been in existence or have occurred:

- (1) (i) any general suspension of trading in securities in U.S. or Mexican securities or financial markets (whether or not mandatory), (ii) a material impairment in the trading markets for any of the Notes or debt securities generally, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or Mexico (whether or not mandatory), (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event that, in the sole judgment of the Bank might affect the extension of credit by banks or other lending institutions in the United States, (v) any attack on, outbreak or escalation of

hostilities or acts of terrorism directly or indirectly involving the United States or Mexico that would reasonably be expected to have a material effect on the Bank's (or its subsidiaries') business, operations, condition or prospects, (vi) any significant adverse change in the United States securities or financial markets generally or in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof, (vii) a material impairment in the trading markets for debt securities in the United States or Mexico, (viii) any other change or development, including a prospective change or development, in general economic, financial, monetary or market conditions that, in the sole judgment of the Bank, has or may have a material adverse effect on the market price or trading of any of the Notes or upon the value of any of the Notes to the Bank or (ix) in the case of any of the foregoing existing at the time of commencement of the Offers, a material acceleration or worsening thereof;

- (2) the existence of an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, solely in the Bank's reasonable judgment, would or would be reasonably likely to prohibit, prevent or materially restrict or delay consummation of the Offers or that is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Bank;
- (3) any instituted, pending or threatened action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Offers or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Offers or otherwise adversely affects the Offers in any material manner;
- (4) there occurs or exists, in the sole judgment of the Bank, any other actual or threatened legal impediment to the Offers or any other circumstance that would materially adversely affect the transactions contemplated by the Offers, or the contemplated benefits of the Offers ;
- (5) the occurrence of an event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Offers, or materially impair the contemplated benefits of the Offers; or
- (6) the Trustee objects in any respect to, or takes any action that would, in the sole judgment of the Bank, be reasonably likely to materially and adversely affect the consummation of the Offers, or takes any action that challenges the validity or effectiveness of the procedures used by the Bank in the making of the Offers or in the acceptance of the Notes.

The foregoing conditions, including, without limitation, the Financing Condition, are for the Bank's sole benefit and may be asserted by the Bank regardless of the circumstances, including any action or inaction by the Bank, giving rise to such condition or may be waived by the Bank in whole or in part at any time and from time to time in the Bank's sole discretion. If any condition to the applicable Offer is not satisfied or waived by the Bank on or prior to the applicable Settlement Date, the Bank reserves the absolute right, but will not be obligated, subject to applicable law:

- to terminate the applicable Offer and return any tendered Notes;
- to waive all unsatisfied conditions and accept for payment and purchase all Notes that are validly tendered on or prior to the Early Tender Deadline or the Expiration Date, as applicable;
- to extend the applicable Offer and retain the Notes that have been tendered during the period for which the Offer is extended; or
- to amend the applicable Offer.

In addition, the Bank may in its absolute discretion terminate the Offers for any other reason.

The failure by the Bank at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right that may be asserted at any time and from time to time. Neither Offer is conditioned on any minimum principal amount of Notes or of Notes of any series being validly tendered. The purchase of Notes of one series is not conditioned upon the purchase of Notes of the other; however, all Notes will be purchased by the Bank in accordance with the procedures described under “—Tender Caps and Proration.”

### **Procedure for Tendering Notes**

All of the Notes are held in book-entry form and registered in the name of Cede & Co., as the nominee of DTC. Only Holders are authorized to tender their Notes. Therefore, to effectively tender Notes that are held through a broker, dealer, commercial bank, trust company or other nominee, the beneficial owner thereof must instruct such nominee to tender the Notes on the beneficial owner’s behalf according to the procedures described below. In some cases, the bank, broker, dealer or other nominee may request submission of such instructions on a Beneficial Owner’s Instruction Form. Please check with your nominee to determine the procedures for such firm. **There is no separate letter of transmittal in connection with this Offer to Purchase.**

For a Holder to validly tender Notes pursuant to the Offers, an “agent’s message” (as defined below), and any other required documents, must be received by the Tender Agent at its address set forth on the back cover page of this Offer to Purchase on or prior to the Early Tender Deadline or the Expiration Date, as applicable. In addition, on or prior to the Early Tender Deadline or the Expiration Date, as applicable, such Notes must be transferred pursuant to the procedures for book-entry transfer described below, and a confirmation of such transfer must be received by the Tender Agent, including an agent’s message.

To effectively tender Notes, DTC participants should transmit their acceptance through ATOP, for which the Offer will be eligible, and DTC will then edit and verify the acceptance and send an agent’s message to the Depository for its acceptance. Delivery of tendered Notes must be made to the Depository pursuant to the book-entry delivery procedures set forth below.

**Notes may be validly tendered and accepted for payment only in principal amounts equal to \$150,000 or \$100,000 (for the 2021 Notes and the 2020 Notes, respectively) and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in at least the minimum authorized denomination of \$150,000 or \$100,000 (for the 2021 Notes and the 2020 Notes, respectively) principal amount.**

### **Book-Entry Delivery and Tender of Notes Through ATOP**

Within two business days after the date of this Offer to Purchase, the Tender Agent will establish one or more accounts at DTC for purposes of the Offers. Any DTC participant can make book-entry delivery of Notes credited to the participant’s DTC account by causing DTC to transfer those Notes into the Tender Agent’s account or accounts in accordance with DTC’s procedures for such transfers. Although delivery of Notes may be effected through book-entry at DTC, an agent’s message must, in any case, be received by the Tender Agent on or prior to the Early Tender Deadline or the Expiration Date, as applicable.

Pursuant to authority granted by DTC, any DTC participant that has Notes credited to its DTC account at any time (and thereby held of record by DTC’s nominee) may directly tender Notes as though it were the Holder of the Notes by transmitting its acceptance of the Offers through ATOP, for which the Offers will be eligible.

Tenders of Notes are effected through ATOP by delivery of an “*agent’s message*” by DTC to the Tender Agent. An “*agent’s message*” is a message, transmitted by DTC to and received by the Tender Agent and forming a part of a book-entry confirmation, stating (i) the aggregate principal amount of the relevant series of Notes that has been tendered by such participant pursuant to the Offers, (ii) that DTC has received from the tendering participant an express acknowledgment that such participant has received a copy of this Offer to Purchase and agrees to be bound by the terms and conditions of the Offers as described in this Offer to Purchase, and that the Bank may enforce such agreement against that tendering participant.



Delivery of validly tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth above.

## **General**

The valid tender of Notes by a Holder pursuant to the procedures set forth above will constitute a binding agreement between such Holder and the Bank in accordance with the terms and subject to the conditions, including, without limitation, the Financing Condition, set forth herein.

Delivery through DTC and any acceptance of an agent's message transmitted through ATOP is at the risk of the tendering Holder, and delivery will be deemed made when actually received by the Tender Agent. **Delivery of documents to DTC does not constitute delivery to the Tender Agent.** The agent's message must be received on or prior to the Early Tender Deadline or Expiration Date, as applicable. **Holders desiring to validly tender Notes must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC.**

The Bank, in its sole discretion, will determine all questions as to the form of documents and validity, eligibility, including time of receipt, acceptance for purchase and withdrawal of tendered Notes, and such determinations will be final and binding. The Bank reserves the absolute right to reject any and all tenders of Notes issued by it that it determines are not in proper form or the acceptance for purchase of or purchase of which may, in the Bank's opinion, be unlawful. The Bank also reserves the absolute right in its sole discretion to waive any of the conditions of an Offer or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders. The Bank's interpretation of the terms and conditions of each Offer will be final and binding. None of the Bank, the Dealer Managers, the Tender Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notification.

## **Representations, Warranties and Undertakings**

By tendering Notes pursuant to this Offer to Purchase, the Holder is deemed to represent, warrant and undertake to the Bank, the Tender Agent and the Dealer Managers that:

- (1) the tendering Holder has received and read this Offer to Purchase and understands and agrees to be bound by all the terms and conditions of the Offers and has undertaken appropriate analysis of the risks and implications of the Offers without reliance on any of the Bank, the Dealer Managers, the Trustee and the Tender Agent;
- (2) the Notes are, at the time of acceptance, and will continue to be, until the payment on the applicable Settlement Date, or the termination or withdrawal of the applicable Offer, or, in the case of Notes in respect of which the tender has been withdrawn, the date on which such tender is validly withdrawn, held by the tendering Holder;
- (3) the tendering Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the tendering Holder shall be binding upon the successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives of the tendering Holder and shall not be affected by, and shall survive, the death or incapacity of the tendering Holder;
- (4) the tendering Holder has full power and authority to tender, sell, assign and transfer the tendered Notes and when such Notes are accepted for purchase by the Bank, the Bank will acquire good, marketable and unencumbered title thereto, free and clear of all security interests, liens, restrictions, claims, charges, encumbrances, conditional sales agreements or other obligations relating to the sale or transfer thereof and not subject to any adverse claim or right;
- (5) the Notes will, on the applicable Settlement Date, be transferred by such tendering Holder to the Bank in accordance with the terms of the Offers, and the Bank will acquire good, marketable and

unencumbered title thereto, with full title guarantee free from all liens, restrictions, charges and encumbrances, not subject to any adverse claim or right, and together with all rights attached thereto;

- (6) the tendering Holder will, upon request, execute and deliver any additional documents deemed by the Tender Agent or the Bank to be reasonably necessary or desirable to complete the sale, assignment and transfer of the Notes tendered;
- (7) the tendering Holder is not a person to whom it is unlawful to make an invitation to tender pursuant to the Offers under applicable law, and it has observed the laws of all relevant jurisdictions; obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer, tender or acceptance in any jurisdiction and it has not taken or omitted to take any action in breach of the terms of the Offers or which will or may result in the Bank, the Dealer Managers or the Tender Agent or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offers;
- (8) the tendering Holder is not (i) a person that is, or is owned or controlled by a person that is, described or designated as a “specially designated national” or “blocked person” in the most current U.S. Treasury Department list of “Specially Designated National and Blocked Persons” (which can be found at <http://sdnsearch.ofac.treas.gov/>); or (ii) currently subject to, or in violation of, any sanctions under (x) the laws and regulations that have been officially published and are administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), or any enabling legislation or executive order relating thereto; or (y) any equivalent sanctions or measures officially published and imposed by the European Union, Her Majesty's Treasury, the United Nations Security Council or any other relevant sanctions authority, including sanctions imposed against certain states, organizations and individuals under the European Union's Common Foreign & Security Policy; and
- (9) the tendering Holder is not a Related Party.

By tendering Notes as set forth herein, and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder: (i) irrevocably sells, assigns and transfers to the Bank all right, title and interest in and to all the Notes tendered thereby and accepted for purchase pursuant to the terms hereof, (ii) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the indenture governing the Notes), (iii) releases and discharges the Bank and the Trustee from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, such Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to such Notes or to participate in any repurchase, redemption or defeasance of the Notes, and (iv) irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender Agent also acts as the agent of the Bank) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to the Bank, (b) present such Notes for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender Agent will have no rights to, or control over, funds from the Bank, except as agent for the tendering Holders, for the Total Consideration or Tender Offer Consideration, plus any Accrued Interest, of Notes tendered pursuant to the Offers, as determined pursuant to the terms of this Offer to Purchase, for any tendered Notes that are purchased by the Bank).

By validly tendering Notes pursuant to the Offers, the Holder will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender Agent, until receipt by the Tender Agent and, in the case of Notes tendered through DTC's ATOP, of a properly

transmitted agent's message together with all accompanying evidences of authority and any other required documents in form reasonably satisfactory to the Bank.

### **Withholding Tax**

Under U.S. and Mexican federal income tax laws, the Bank may be required to withhold on payments made to certain holders who tender Notes pursuant to the Offers, subject to certain rights to be paid "additional amounts" to the extent provided under the indenture. See "Certain U.S. Federal and Mexican Income Tax Considerations" below.

### **No Guaranteed Delivery**

There are no guaranteed delivery procedures provided by the Bank in connection with the Offers under this Offer to Purchase or any other materials related to the Offers. Accordingly, Holders must tender their Notes in accordance with the procedures set forth above.

### **Compliance with "Short Tendering" Rule**

It is a violation of Rule 14e-4 (promulgated under the Exchange Act) for a person, directly or indirectly, to tender Notes in the Offers for their own account unless the person so tendering (a) has a net long position equal to or greater than the aggregate principal amount of the Notes being tendered and (b) will cause such Notes to be delivered in accordance with the terms of the Offers. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person.

A valid tender of Notes in the Offers under any of the procedures described above will constitute a binding agreement between the tendering Holder and the Bank with respect to the Offers upon the terms and subject to the conditions of the Offers, including the tendering Holder's acceptance of the terms and conditions of the Offers, as well as the tendering Holder's representation and warranty that (a) such Holder has a net long position in the Notes being tendered pursuant to the Offers within the meaning of Rule 14e-4 under the Exchange Act, and (b) the tender of such Notes complies with Rule 14e-4.

### **Withdrawal Rights**

Tenders of Notes made on or prior to the applicable Withdrawal Deadline may be validly withdrawn at any time on or prior to such Withdrawal Deadline, but not thereafter. After the applicable Withdrawal Deadline, tendered Notes may not be validly withdrawn unless required by applicable law.

The Bank may, in its sole discretion, with respect to each Offer, (i) extend or otherwise amend the applicable Early Tender Deadline or the applicable Expiration Date, or (ii) increase, decrease or eliminate the applicable Tender Cap, in each case, without extending the applicable Early Tender Deadline or applicable Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, except as required by applicable law and any required authorization of Banco de México.

For a withdrawal of Notes to be valid, the Tender Agent must timely receive a written or facsimile notice of withdrawal at one of its addresses set forth on the back cover page of this Offer to Purchase. The withdrawal notice must:

- specify the name of the DTC participant for whose account such Notes were tendered and such participant's account number at DTC to be credited with the withdrawn Notes;
- contain a description of the Notes to be withdrawn, including the aggregate principal amount represented by such Notes;

be submitted by such participant in the same manner as the participant's name is listed in the applicable agent's message, or be accompanied by evidence satisfactory to the Bank that the person withdrawing the tender has succeeded to the beneficial ownership of such Notes. Holders may not rescind their withdrawal of tendered Notes,

and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offers. Validly withdrawn Notes may, however, be tendered again by following one of the procedures described above under “—Procedure for Tendering Notes” at any time on or prior to the Expiration Date.

Holders may validly withdraw Notes only in accordance with the foregoing procedures. The Bank will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in its sole discretion, which determination shall be final and binding. None of the Bank, the Trustee, the Tender Agent, any of the Dealer Managers, DTC or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal of a tender or will incur any liability to holders for failure to give any such notice.

### **Withdrawal Rights and the Tender Caps**

The Bank may increase or decrease the Tender Cap with respect to an Offer in its sole discretion subject to applicable law and any required authorization of Banco de México. Subject to applicable law, the Bank is not required to extend the applicable Withdrawal Deadline in connection with any such increase or decrease or in connection with any extension of the applicable Early Tender Deadline. Increasing the Tender Cap will increase the amount of Notes that may be accepted for purchase by the Bank in the applicable Offer. If Holders tender more Notes in an Offer than they expect to be accepted for purchase by the Company based on the Tender Cap and the Bank subsequently increases such Tender Cap on or after the applicable Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes, unless the Bank determines to extend such Withdrawal Deadline. Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase.

The Bank will not be able to definitively determine whether an Offer is oversubscribed and what the effects of proration may be with respect to the Notes until after the applicable Early Tender Deadline or Expiration Date, as applicable, has passed. Therefore you will not be able to withdraw tenders of your Notes at the time the Bank establishes the amount of Notes to be purchased pursuant to the Offers.

### **Expiration Date; Extension; Termination and Amendment**

Each Offer will expire on the Expiration Date provided on the cover page of this Offer to Purchase. The Bank reserves the absolute right, at any time or from time to time, to extend the Early Tender Deadline and the Expiration Date with respect to each Offer. In addition, the Bank reserves the absolute right, subject to applicable law and any required authorization of Banco de México, with respect to the Notes and each Offer to: (a) extend the Early Tender Deadline, Withdrawal Deadline, Expiration Date, Early Settlement Date or Final Settlement Date to a later date and time as announced by the Bank; (b) increase, decrease or eliminate one or both of the Tender Caps without extending the applicable Early Tender Deadline or Withdrawal Deadline; (c) waive any or all conditions to one or both Offers, including, without limitation, the Financing Condition; or (d) at any time prior to the satisfaction of the conditions set forth in “—Conditions to the Offers,” terminate or otherwise amend an Offer in any respect and return the tendered Notes, in each case by giving written notice of such amendment or termination to the Tender Agent. Any amendment to an Offer will apply to all Notes tendered in such Offer. The Bank will publicly announce any such extension, amendment or termination in the manner described under “—Announcements.” There can be no assurance that the Bank will exercise its right to extend, terminate or amend one or both Offers.

In the event of termination of an Offer, Notes previously tendered will be promptly returned to the tendering Holders and none of the applicable Total Consideration, Early Tender Premium or Tender Offer Consideration will be paid or become payable on such Notes.

If the Bank makes a material change in the terms of an Offer or the information concerning the Offer, the Bank will disseminate additional materials and extend such Offer to the extent required by law.

Please note that the terms of any extension of, or amendment of the terms of, an Offer may vary from the terms of the original Offer depending on such factors as prevailing interest rates and the principal amount of Notes previously tendered or otherwise purchased.

### **Additional Terms of the Offers**

- All communications, payments, notices, certificates or other documents to be delivered to or by a Holder will be delivered by or sent to or by it at the Holder's own risk.
- By submitting a valid electronic acceptance instruction, a Holder will be deemed to have given the representations, warranties and undertakings of the Holder set forth above in "—Procedure for Tendering Notes—Representations, Warranties and Undertakings."
- All acceptances of tendered Notes to the Bank shall be deemed to be made on the terms set out in this Offer to Purchase (and shall be deemed to be given in writing).
- The Bank may in its sole discretion elect to treat as valid a tender instruction in respect of which the relevant Holder does not fully comply with all the requirements of these terms.
- Unless waived by the Bank, any irregularities in connection with tenders of Notes must be cured within such time as the Bank shall determine. None of the Bank, the Dealer Managers, the Tender Agent or any other person shall be under any duty to give notification of any defects or irregularities in such tenders of such Notes, nor will any of such entities incur any liability for failure to give such notifications. Tenders of such Notes may be deemed not to have been made until such irregularities have been cured or waived. None of the Bank, the Dealer Managers or the Tender Agent shall accept any responsibility for failure of delivery of a notice, communication or electronic acceptance instruction.
- Any rights or claims which a Holder may have against the Bank in respect of any tendered Notes or the Offers shall be extinguished or otherwise released upon the payment to such Holder of the consideration for the tendered Notes and any Accrued Interest, as determined pursuant to the terms of these Offers, for such Notes.
- There are no appraisal or similar statutory rights available to the Holders in connection with the Offers.
- The contract constituted by the Bank's acceptance for purchase in accordance with the terms of this Offer to Purchase of all Notes validly tendered (or defectively tendered, if such defect has been waived by the Bank) shall be governed by, and construed in accordance with, the laws of the State of New York.

### **Announcements**

If the Bank is required to make an announcement relating to an increase, decrease or elimination of a Tender Cap, an extension of a Withdrawal Deadline, an Early Tender Deadline or an Expiration Date, an amendment or termination of an Offer, the results of proration of any series of Notes, or acceptance of the Notes of any series for payment, the Bank will do so as promptly as practicable and, in the case of an extension, no later than 9:00 a.m., New York City time, on the business day after the previously scheduled Withdrawal Deadline, Early Tender Deadline or Expiration Date, as applicable. Unless otherwise specified in this Offer to Purchase, the Bank may choose to issue an announcement of this type in any reasonable manner, but it will have no obligation to do so other than by issuing a press release or such other means of announcement as the Bank may deem appropriate.

## **CERTAIN SIGNIFICANT CONSEQUENCES AND RISKS RELATING TO THE OFFERS**

In deciding whether to participate in the Offers, each Holder should consider carefully, in addition to the other information contained in this Offer to Purchase, the following:

### **Limitations on Ability to Withdraw Notes**

Notes tendered in each Offer may be withdrawn at any time at or before the applicable Withdrawal Deadline. Holders who validly tender their Notes at or after such Withdrawal Deadline may not withdraw such Notes, unless the Bank is required to extend withdrawal rights under applicable law. As a result, you will not be able to validly withdraw tendered Notes at the time the Bank establishes whether your tendered Notes will be accepted as a result of the applicable Tender Cap or proration.

### **Conditions to the Consummation of the Offer**

The consummation of each Offer is subject to the satisfaction of several conditions, including, without limitation, the Financing Condition. Even if an Offer is consummated, it may not be completed on the schedule or on the terms and conditions described in this Offer to Purchase. See “The Offer—Conditions to the Offer” above. In addition, subject to applicable law, the Bank may terminate the Offer at any time at or before the Expiration Date. There can be no assurance that such conditions will be met, that the Bank will not terminate an Offer, or that, in the event that an Offer is not consummated, the market value and liquidity of the Notes will not be materially adversely affected.

### **Limited Trading Market**

Notes not tendered or otherwise not purchased pursuant to the Offers will remain outstanding. To the extent that Notes of a series are purchased pursuant to the Offers, the trading market for Notes of such series that remain outstanding will become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller “*float*”) may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for Notes of a series not purchased pursuant to the Offers may be affected adversely to the extent the amount of Notes of such series that are purchased reduces the float of Notes of such series. The reduced float may also tend to make the trading price more volatile. The Bank cannot assure Holders that if the Offers are consummated that any trading market will exist for Notes of a series that remain outstanding. The extent of the trading markets for the Notes of each series following consummation of the Offers would depend upon the number of Holders that remain at such time, the interest in maintaining markets in the Notes on the part of securities firms and other factors.

None of the Bank, the Dealer Managers, the Trustee or the Tender Agent has any duty to make a market in any remaining Notes.

### **Treatment of Notes Not Tendered in the Offers**

Notes not tendered or otherwise not purchased pursuant to the Offers will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indenture governing the Notes, will remain unchanged. No amendment to the indentures governing the Notes is being made.

### **Amount of Notes That Will Be Accepted for Purchase Is Uncertain**

Notes validly tendered on or before the applicable Early Tender Deadline may only be withdrawn on or before the applicable Withdrawal Deadline, and Notes validly tendered after such Withdrawal Deadline may not be withdrawn, in each case unless otherwise required by law. Depending on the principal amount of Notes of each series validly tendered and not validly withdrawn as of the Early Tender Date or the Expiration Date, as applicable, the Notes of such series may be accepted for purchase, in whole, in part, or not at all. If Notes subject to an Offer are validly tendered and not validly withdrawn such that the aggregate principal amount for all Notes in such Offer tendered does not exceed the applicable Tender Cap, the Bank will accept for purchase all Notes in such Offer that

have been validly tendered on or before the applicable Expiration Date and not validly withdrawn on or before the applicable Withdrawal Deadline. If the aggregate principal amount of all Notes in an Offer validly tendered for purchase exceeds the amount of the applicable Tender Cap, then such Notes will be subject to proration as described under “The Offers—Tender Caps and Proration” above. If Holders tender more Notes in an Offer than they expect to be accepted for purchase by the Bank based on the applicable Tender Cap, and the Bank subsequently increases the applicable Tender Cap and accepts for purchase more of such Notes validly tendered and not validly withdrawn in such Offer on or before the Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes in such Offer. Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase.

### **Consideration Offered for the Notes May Not Reflect Their Fair Value**

The consideration offered for the Notes pursuant to each Offer does not reflect any independent valuation of such Notes and does not take into account events or changes in financial markets (including interest rates) after the date of this Offer to Purchase. The Bank has not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If a holder tenders Notes, such holder may or may not receive more or as much value than if such holder had chosen to keep such Notes.

### **Position Concerning the Offers**

None of the Bank, its board of directors, the Tender Agent, any of the Dealer Managers or the Trustee is making any recommendation as to whether holders should tender all or any portion of their Notes in response to the Offers. Holders must make their own decisions as to whether to tender, or refrain from tendering, their Notes, and the principal amount of Notes to tender, if any. Holders should consult their tax, accounting, financial and legal advisers regarding the tax, accounting, financial and legal consequences of participating or refraining from participating in the Offers.

### **Certain Tax Considerations**

See “Material U.S. Federal Income Tax Considerations” for a discussion of certain U.S. federal income tax matters that should be considered in evaluating the Offers.

## CERTAIN U.S. FEDERAL AND MEXICAN INCOME TAX CONSIDERATIONS

### Certain United States Federal Income Tax Consequences

The following is a summary of certain U.S. federal income tax consequences of the Offers that may be relevant to a beneficial owner of a Note. This summary assumes that the Bank's position with respect to the tax treatment of Notes as described in the offering documents for such Notes will be respected for U.S. federal income tax purposes. Holders should consult the discussions therein regarding possible alternative treatments of the Notes.

This summary does not deal with special classes of Holders, such as dealers in securities or currencies, banks, financial institutions, insurance companies, tax-exempt organizations, real estate investment trusts, regulated investment companies, partnerships and other pass-through entities, U.S. expatriates, persons holding Notes as a position in a "straddle" or conversion transaction, or as part of a "synthetic security" or other integrated financial transaction or persons that have a functional currency other than the U.S. dollar. This summary assumes the Notes are held as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "**Code**").

No ruling from the Internal Revenue Service (the "**IRS**") has been sought with respect to the statements made and the conclusions reached in this discussion, and there can be no assurance that the IRS will agree with such statements and conclusions. In addition, the discussion does not describe any tax consequences arising out of the U.S. federal estate and gift tax laws and regulations or the laws of any state or local or foreign jurisdiction. Accordingly, each Holder should consult its own tax advisor with regard to the Offers and the application of U.S. federal income tax laws, as well as the laws of any state, local or foreign taxing jurisdictions, to its particular situation.

As used in this discussion, the term "**U.S. Holder**" refers to a beneficial owner of a Note that is (i) an individual who is a citizen or resident of the United States; (ii) a corporation or other entity taxable as a corporation for U.S. federal income tax purposes created or organized in or under the laws of the United States, any state thereof, or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if (a) the administration of the trust is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) the trust has made a valid election under applicable U.S. Treasury Regulations to be taxed as a U.S. person. As used in this discussion, the term "**Non-U.S. Holder**" refers to a beneficial owner of a Note that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes.

#### **U.S. Holders**

##### *Tendering U.S. Holders*

##### *Sale of Notes*

Sales of Notes pursuant to the Offers by U.S. Holders will be taxable transactions for U.S. federal income tax purposes. Subject to the discussions regarding the market discount rules and the Early Tender Premium set forth below, a U.S. Holder selling Notes pursuant to the Offers will recognize capital gain or loss in an amount equal to the difference between the amount of cash received (other than amounts received attributable to accrued interest, which will be taxable as ordinary income to the extent not previously included in income) and the U.S. Holder's adjusted tax basis in the Notes tendered. A U.S. Holder's adjusted tax basis in a Note generally will equal the amount paid for the Note, increased, if applicable, by the amount of any market discount previously taken into account by the U.S. Holder and reduced, if applicable, by the amount of any amortizable bond premium previously amortized by the U.S. Holder. Any such gain or loss will be long-term capital gain or loss if the U.S. Holder's holding period for the Notes on the date of sale was more than one year. The deductibility of capital loss is subject to limitations. The capital gain or loss generally will be treated as U.S. source gain or loss, as applicable, for U.S. foreign tax credit purposes.



### Market Discount

An exception to the capital gain treatment described above may apply to a U.S. Holder who acquired the Notes with “market discount.” Subject to a statutory *de minimis* exception, the Notes have market discount if they were purchased at an amount less than their principal amount. In general, unless the U.S. Holder has elected to include market discount in income currently as it accrues, any gain recognized by a U.S. Holder on the tender of Notes having market discount (in excess of a *de minimis* amount) will be treated as ordinary income to the extent of the lesser of (i) the gain recognized or (ii) the portion of the market discount that has accrued (on a straight-line basis or, at the election of the U.S. Holder, on a constant-yield basis) but has not yet been taken into income while such Notes were held by the U.S. Holder. Gain in excess of such accrued market discount will be subject to the capital gains rules described above.

### Early Tender Premium

The Bank believes that the Early Tender Premium should be treated as part of the cash consideration for the Notes, and this disclosure assumes such treatment. Under such treatment, the Early Tender Premium would therefore be treated as sales proceeds, as discussed above under “Tendering U.S. Holders—Sale of Notes.” The IRS may take the position, however, that the Early Tender Premium may be treated as a separate fee that would be subject to tax as ordinary income rather than additional consideration for the Notes. U.S. Holders should consult their tax advisors as to the proper treatment of the Early Tender Premium.

### Medicare Tax

A U.S. Holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax is subject to a 3.8% tax on the lesser of (1) such U.S. Holder’s “net investment income” (or undistributed “net investment income” in the case of estates and trusts) for the relevant taxable year and (2) the excess of such U.S. Holder’s modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual’s circumstances). A U.S. Holder’s net investment income will generally include any interest income or gain that it recognizes upon a sale of the Notes pursuant to the Offers, unless such interest or gain is derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. Holder that is an individual, estate or trust, you are urged to consult your tax advisor regarding the applicability of this tax to the sale of your Notes pursuant to the Offers.

### Information Reporting and Backup Withholding

Backup withholding and information reporting requirements may apply to payments pursuant to the Offers to certain U.S. Holders. The payor may be required to backup withhold on payments made within the United States, or by a U.S. payor or U.S. middleman, on a Note to a U.S. Holder, other than an exempt recipient, if the U.S. Holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements. Backup withholding is not an additional tax. Any amounts withheld under these rules will be allowed as a credit against such Holder’s U.S. federal income tax liability and may entitle the Holder to a refund, provided that the required information is timely furnished to the IRS.

### Non-Tendering U.S. Holders

A U.S. Holder that does not sell its Notes in the Offers will not recognize any gain or loss as a result of the Offers and will have the same holding period and adjusted tax basis with respect to its Notes as immediately before the Offers.

### **Non-U.S. Holders**

#### Tendering Non-U.S. Holders

Subject to the discussion below under “Non-U.S. Holders—Information Reporting and Backup Withholding”, a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax on gain, interest or other income realized in the Offers, unless (1) in the case of gain realized by an individual Non-U.S. Holder, the Non-U.S. Holder is present in the United States for 183 days or more in the taxable year of the sale and certain other

conditions are met, or (2) such amount is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States (and, if required under an applicable income tax treaty, is attributable to a permanent establishment or, in the case of an individual Non-U.S. Holder, a fixed base maintained in the United States by the Non-U.S. Holder). If the first exception (1) applies, the Non-U.S. Holder generally will be subject to tax at a rate of 30% on the amount by which the gains derived from United States sources exceed capital losses allocable to United States sources. If the second exception (2) applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to the gain, interest and other income in the same manner as a U.S. Holder, as described above. In addition, if such Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

#### Non-Tendering Non-U.S. Holders

A Non-U.S. Holder that does not sell its Notes in the Offers will not be subject to any U.S. federal income or withholding tax as a result of the Offers.

#### Information Reporting and Backup Withholding

The information reporting and backup withholding rules that apply to payments to a U.S. Holder pursuant to the Offers generally will not apply to payments to a Non-U.S. Holder pursuant to the Offers if such Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (generally by providing an IRS Form W-8BEN or W-8BEN-E) or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability if the required information is furnished by such Non-U.S. Holder on a timely basis to the IRS.

**THE FOREGOING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, EACH HOLDER SHOULD CONSULT ITS TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF TENDERING NOTES AND RECEIVING THE OFFERS AND ANY INTEREST, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL AND FOREIGN TAX LAWS.**

#### **Certain Mexican Federal Income Tax Considerations**

The following is a general summary of the principal Mexican federal income tax consequences that would arise as a result of the acceptance of the Offers by holders of the Notes who are not residents of Mexico for Mexican federal income tax purposes or who are not deemed to have a permanent establishment for tax purposes in Mexico to which income in connection with the acceptance of the Offers is attributable (a "*non-Mexican holder*") and who would be deemed to receive income sourced in Mexico as a result of the acceptance of the Offers. This summary is based on the Mexican Income Tax Law (*Ley del Impuesto sobre la Renta*), the Mexican Federal Fiscal Code (*Código Fiscal de la Federación*) and their corresponding regulations in effect as of the date of this Offer to Purchase, all of which are subject to change, possibly with retroactive effect, or to be interpreted in a new or different manner than that set forth herein, 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 tax considerations that may be relevant to a decision to accept the Offers. Furthermore, this summary does not address any tax consequences arising under the law of any state or municipality of Mexico, or under the laws of any other taxing jurisdiction other than certain federal laws of Mexico.

The tax implications described herein may vary depending on the applicability of a treaty for the avoidance of double taxation entered into by Mexico and which is in effect. Mexico has entered into several treaties regarding the avoidance of double taxation with various countries and that are in effect, that may have an impact on the tax treatment of the ownership or disposition of any Note.

Holders of the Notes should consult with their own tax advisers as to the particular consequences of the receipt of interest and the sale, disposition, redemption or repayment of the Notes under the laws of Mexico, including federal, state or municipal laws or regulations, or the laws of 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:

- individuals are residents of Mexico if any such individual has established his or her place of residence in Mexico or, if any such individual has also established a place of residence outside Mexico, if his or her center of vital interests (*centro de intereses vitales*) is located within the territory of Mexico. This will be deemed to occur if (i) more than 50.0% of such individual's aggregate annual income derives from Mexican sources or (ii) the main center of such individual's professional activities is located in Mexico. Mexican individuals who filed a change of tax residence to a country or jurisdiction that does not have a comprehensive exchange of information agreement with Mexico in which their income is subject to a preferred tax regime pursuant to the provisions of the Mexican Income Tax Law, will be considered Mexican residents for tax purposes during the year of filing of the notice of such residence change and during the following three years;
- unless proven differently, a Mexican national individual is deemed a resident of Mexico for tax purposes. An individual will also be considered a resident of Mexico if such individual is a state employee, regardless of the location of the individual's center of vital interests; and
- a legal entity is a resident of Mexico for tax purposes if it maintains the principal administration of its business, or the place of effective management, in Mexico.

Non-residents of Mexico who are deemed to have a permanent establishment in Mexico for tax purposes will be subject to Mexican tax laws, and all income attributable to such permanent establishment will be subject to Mexican taxes in accordance with the Mexican Income Tax Law and regulations thereunder.

Mexico has entered into tax treaties for the avoidance of double taxation with several other countries; for instance, the governments of the United States and Mexico ratified an income tax treaty, as amended from time to time, which came into effect on January 1, 1994 (the U.S.-Mexico Tax Treaty). The United States and Mexico have also entered into an agreement that covers the exchange of information with respect to tax matters. Holders of Notes should consult their own tax advisors as to the tax consequences, if any, of the application of any such treaties.

Mexican tax residents—both individuals and legal entities—are taxed on worldwide income regardless of the location of its source. Mexican resident individuals are subject to income tax at progressive rates, while legal entities are subject to income tax at the applicable corporate tax rate.

**THE INFORMATION SET FORTH BELOW IS INTENDED TO BE A GENERAL DISCUSSION ONLY AND DOES NOT ADDRESS ALL POSSIBLE TAX CONSEQUENCES RELATING TO THE NOTES. HOLDERS OF THE NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE CONSEQUENCES OF THE RECEIPT OF INTEREST AND THE SALE, REDEMPTION OR REPAYMENT OF THE NOTES.**

#### **Gains and Interest.**

Under the Mexican Income Tax Law, and the regulations thereunder principal and interest on the Notes (which includes any amounts paid in excess of the issue price for the Notes, which under Mexican law is deemed to be interest) paid by us through our Texas Agency, to a Non-Mexican Holder will not be subject to Mexican withholding or other similar taxes.

Capital gains realized from the sale or other disposition of the Notes by a Non-Mexican Holder will not be subject to any Mexican income or other taxes.

A Non-Mexican Holder will not be liable for Mexican estate, gift, inheritance or similar taxes with respect to the acquisition, ownership, or disposition of the Notes, nor will it be liable for any Mexican stamp, issue, registration or similar taxes.

Payments of interest on the Notes made to non-Mexican pension and retirement funds will be exempt from Mexican withholding tax provided that:

- such fund is duly incorporated pursuant to the laws of its country of residence and is the beneficial owner of the interest payment;
- such payments are exempted from taxes in the country of residence of the fund; and
- such fund provides the necessary information to the Bank.

As of the date of this Offer to Purchase, the U.S.-Mexico Tax Treaty is not expected to have any material effect on the Mexican tax consequences described herein.

#### **Other Mexican Taxes**

Under current Mexican tax laws, generally there are no estate, inheritance, succession or gift taxes applicable to the disposition of the Notes by non-Mexican holders under the Offers. There are no Mexican stamp, registration or similar taxes or duties payable by non-Mexican holders of the Notes.

## DEALER MANAGERS AND INFORMATION AGENT AND TENDER AGENT

The Bank has retained BBVA Securities Inc. and Goldman Sachs & Co. LLC, to act as joint global coordinators, and BBVA Securities Inc., Goldman Sachs & Co. LLC, HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC to act as Dealer Managers in connection with the Offers. In such capacity, the Dealer Managers may contact holders regarding the Offers and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes. Any Holder that has questions concerning the terms of the Offer may contact the Dealer Managers at the addresses and telephone numbers set forth on the back cover of this Offer to Purchase.

The Bank has agreed to indemnify the Dealer Managers against certain liabilities, including certain liabilities under the federal securities laws. The Dealer Managers and their affiliates have provided in the past, are currently providing and may provide in the future investment banking, commercial banking and financial advisory services to the Bank and its affiliates, for which they have received or will receive customary compensation. From time to time in the future, the Dealer Managers may provide services to the Bank and its affiliates. At any given time, the Dealer Managers, in the ordinary course of business, may trade or tender the Notes or other securities of the Bank for their own accounts or for the accounts of customers and, accordingly, may hold a long or short position in the Notes or such other securities.

Global Bondholder Services Corporation has been appointed Information Agent and Depositary Agent (collectively referred to herein as the “**Tender Agent**”) for the Offer. Questions and requests for assistance or additional copies of this Offer to Purchase may be directed to the Tender Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. All correspondence in connection with an Offer should be sent or delivered by each Holder or a beneficial owner’s broker, dealer, commercial bank, trust company or other nominee to the Tender Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. Any Holder or beneficial owner that has questions concerning the procedures for tendering Notes or whose Notes have been mutilated, lost, stolen or destroyed should contact the Tender Agent at the addresses and telephone number set forth on the back cover of this Offer to Purchase.

None of the Dealer Managers, the Tender Agent or the Trustee assume any responsibility for the accuracy or completeness of the information concerning the Bank or its affiliates or the Notes contained or referred to in this Offer to Purchase or for any failure by the Bank to disclose events that may have occurred and may affect the significance or accuracy of such information. In addition, none of the Bank or its board of directors, the Dealer Managers, the Tender Agent or the Trustee, is making any recommendation as to whether Holders should tender any Notes in response to an Offer. Holders must make their own decision as to whether to tender any of their Notes, and, if so, the principal amount of Notes to tender. You should consult your own tax, accounting, financial and legal advisers as you deem appropriate regarding the suitability of the tax, accounting, financial and legal consequences of participating or declining to participate in an Offer.

## MISCELLANEOUS

The Bank is not aware of any jurisdiction in which the making of the Offers is not in compliance with applicable law. If the Bank becomes aware of any jurisdiction in which the making of the Offers would not be in compliance with applicable law, the Bank will make a good faith effort to comply with any such law. If, after such good faith effort, the Bank cannot comply with any such law, the Offers will not be made to (nor will tenders of Notes be accepted from or on behalf of) the owners of Notes residing in such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Offers to be made by a licensed broker or dealer, the Offers will be deemed to be made on the Bank’s behalf by the Dealer Managers, if the Dealer Managers are licensed brokers or dealers under the laws of such jurisdiction, or by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of the Bank that is not contained in this Offer to Purchase and, if given or made, such information or representation should not be relied upon.

The Offers and any purchase of Notes pursuant to the Offers shall be governed by the laws of the State of New York.

*The Information Agent for the Tender Offer is:*

**Global Bondholder Services Corporation**

65 Broadway – Suite 404  
New York, New York 10006  
Attn: Corporate Actions

Banks and Brokers call: (212) 430-3774  
Toll free (866)-470-4200

*The Depositary Agent for the Tender Offer is:*

**Global Bondholder Services Corporation**

By facsimile:  
(For Eligible Institutions only):  
(212) 430-3775/3779

Confirmation:  
(212) 430-3774

Email: [contact@gbsc-usa.com](mailto:contact@gbsc-usa.com)

*By Mail:*  
65 Broadway – Suite 404  
New York, NY 10006

*By Overnight Courier:*  
65 Broadway – Suite 404  
New York, NY 10006

*By Hand:*  
65 Broadway – Suite 404  
New York, NY 10006

Any questions or requests for assistance or additional copies of this Offer to Purchase or other related materials may be directed to the Tender Agent at the address and telephone numbers set forth above. Beneficial owners also may contact the Dealer Managers at the addresses and telephone numbers set forth below or their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offers.

***Joint Global Coordinators and Joint Dealer Managers:***

**BBVA Securities Inc.**  
1345 Avenue of the Americas, 44th Floor  
New York, NY 10105  
Attn: Liability Management  
Toll Free: +1 (800) 422-8692  
Collect: +1 (212) 728-2446

**Goldman Sachs & Co. LLC**  
200 West Street  
New York, New York 10282  
Attn: Liability Management Group  
Toll Free: +1 (800) 828-3182  
Collect: +1 (212) 902-6351

***Joint Dealer Managers:***

**HSBC Securities (USA) Inc.**  
452 Fifth Avenue  
New York, NY 10018  
Attn: Liability Management Group  
Toll Free: +1 866-HSBC-4LM  
Collect: + 1 212-525-5552  
Europe: + 011 44 (0) 20 7992 6237

**J.P. Morgan Securities LLC**  
383 Madison Avenue  
New York, New York 10179  
Attn: Latin America Debt Capital Markets  
Toll Free: +1 (866) 846-2874  
Collect: +1 (212) 834-7279