Danielle Pellat Thomé  
*Directora de Organismos Financieros Internacionales*  
Nacional Financiera, S.N.C.  
Insurgentes Sur 1971  
Edificio Anexo, Piso financiero  
01020 México, D.F.

**Re:** MEXICO: CTF Loan No. TF098062 - (Efficient Lighting and Appliances Project)  
**Amendment to the CTF Loan Agreement**

Dear Ms. Pellat Thomé,

We refer to the CTF Loan Agreement between International Bank for Reconstruction and Development ("Bank"), acting not in its individual capacity but solely in its capacity as an implementing entity of the Clean Technology Fund ("CTF") and NACIONAL FINANCIERA, S.N.C. ("Borrower") dated December 8, 2010 with respect to the above-captioned Project ("CTF Loan Agreement"). Please note that capitalized terms used in this letter ("Amendment Letter") and not defined herein have the meaning ascribed to them in the CTF Loan Agreement.

We also refer to your letter dated May 10, 2012 wherein a request is made to amend the CTF Loan Agreement to increase the percentage of expenditures to be financed under Category (1) from 60% to up to 90%. We are pleased to inform you that the Bank agrees to amend the CTF Loan Agreement as follows:

The table in Section IV.A.3 of Schedule 2 to the CTF Loan Agreement is hereby amended to read in its entirety as set forth in the Annex to this Amendment Letter.

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment Letter in the spaces provided below. All other provisions of the CTF Loan Agreement except as amended through this Amendment Letter shall remain in full force and effect. This Amendment Letter shall be executed in three (3) counterparts each of which shall be an original.

The provisions set forth in this Amendment Letter shall become effective as upon receipt by the Bank of: (a) one fully executed original of this Amendment Letter; and (b) evidence satisfactory to the Bank that the Operational Manual (as defined in the CTF Loan Agreement) has been amended in accordance with the provisions of this Amendment Letter. Upon compliance with the above mentioned conditions, the Bank will send a notice of effectiveness to the Borrower.
Please also note that the approved Restructuring Paper dated July 19, 2012 will be disclosed on the Bank's external website.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

[Signature]

Gloria M. Grandolini
Director
Colombia and Mexico
Latin America and the Caribbean Region

AGREED:

NACIONAL FINANCIERA, S.N.C

By:   

[Signature]

Authorized Representative

Name: Danielle Pellat Thomé

Title: Directora de Organismos Financieros Internacionales

Date: August 1st, 2012
cc: Ms. Marta María García Jáuregui, Executive Director, World Bank
Mr. Juan José Bravo Moisés, Alternate Executive Director, World Bank
Mr. Francisco J.J. Castro y Ortiz, Advisor to Executive Director, World Bank
Ms. Vanessa Rubio, Titular de la Unidad de Asuntos Internacionales de Hacienda, Secretaría de Hacienda y Crédito Público, SHCP
Mr. Ricardo Ibarra Pérez, Director de Organismos Financieros Internacionales, Secretaría de Hacienda y Crédito Público
Ms. Reina Velázquez Montes, Directora General de Promoción de Inversiones, Secretaría de Energía
Ms. Silvia Rodríguez Díaz, Subdirectora de Estadísticas y Proyectos Agropecuarios y Ambientales, SHCP
Ms. Liliana Velázquez, Subdirectora Agente Financiero, NAFIN
### ANNEX

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Credits</td>
<td>50,000,000</td>
<td>Up to 90% of amounts paid by the Operator to Eligible Retailers.</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>50,000,000</td>
<td></td>
</tr>
</tbody>
</table>