

**DESARROLLADORA HOMEX, S.A.B. DE C.V.,  
AND RELATED SUBSIDIARIES AND AFFILIATES**

**Preliminary Restructuring Term Sheet  
Summary of Terms and Conditions**

*The terms set out in this term sheet (this “**Restructuring Term Sheet**”) are preliminary and indicative only and are not intended to describe or include all of the terms and conditions of the restructuring plan and related transactions referred herein or to set forth the definitive contractual language of any provisions summarized below and are for the purpose of promoting discussion of the structure and other terms applicable to the restructuring of the liabilities of the Company (as defined below). This Restructuring Term Sheet is neither an expressed nor an implied commitment to provide any financing or to provide or purchase any loans, securities or assets in connection with the transactions contemplated hereby or to do or take, or to refrain from taking, any action. Nothing in this Restructuring Term Sheet shall oblige the Company or any of its creditors to restructure any of the debt of the Company or constitute an admission or representation of any fact or circumstance or an admission of any liability or waiver of any right or claim, and nothing contained herein may be used or offered into evidence in any legal, administrative or other proceeding. This Restructuring Term Sheet is not an offer with respect to any securities or a solicitation of consent with respect to any concurso plan. The consummation of the transactions described herein will have to comply with the provisions of the Mexican Ley de Concursos Mercantiles (as amended from time to time, the “**Concursos Law**”), and any other applicable laws, including any applicable United States securities laws, and will require approval by the relevant competent court. The rights of all parties are subject to the agreement and execution of definitive documentation in all respects. Unless and until the execution and delivery of definitive documentation by the necessary parties, the parties shall retain their respective rights and any negotiation of and/or agreement to this Restructuring Term Sheet shall not be deemed a waiver of any rights of any party. If executed, the terms of such definitive documentation shall control.*

<b>Company</b>	Desarrolladora Homex, S.A.B. de C.V. (“ <b>Homex</b> ”) and related subsidiaries and affiliates identified on <b>Exhibit 1</b> (collectively, the “ <b>Company</b> ”). “ <b>Reorganized Homex</b> ” shall mean Homex on and after the Effective Date (as defined below).
<b>Conciliador</b>	Ernesto Valenzuela, in his capacity as Conciliador in the Concurso Procedure (as defined below), or his duly appointed successor.
<b>Informal Committee</b>	For purposes of this Restructuring Term Sheet, the term “ <b>Informal Committee</b> ” shall mean the informal committee of certain unaffiliated holders of, or investment managers to holders of, the notes (the “ <b>Notes</b> ”) issued by the Company under (i) that certain Indenture dated September 28, 2005 (the “ <b>2015 Indenture</b> ”), (ii) that certain Indenture dated December 11, 2009 (the “ <b>2019 Indenture</b> ”), and (iii) that certain Indenture dated February 7, 2012 (together with the 2015 Indenture and the 2019 Indenture, the “ <b>Indentures</b> ”), as amended; and the term “ <b>Requisite Informal Committee Members</b> ” shall mean holders (or managers for holders) of the Notes who are members of the Informal

	Committee and collectively hold more than 50% of the aggregate principal amount of the Notes set forth on <b>Schedule 1</b> . <sup>1</sup>
<b>Indenture Trustee</b>	The Bank of New York Mellon, as indenture trustee under the Indentures (in such capacity, along with its successors and assigns in such capacity, the “ <i>Indenture Trustee</i> ”).
<b>Plan Consent Parties</b>	“ <i>Plan Consent Parties</i> ” means each of (i) the Requisite Informal Committee Members and (ii) the Requisite New Money Investors (as defined below).
<b>Proposed Restructuring/Summary of Treatment of Indebtedness Through Plan</b>	<p>The proposed restructuring (the “<i>Restructuring</i>”) is set forth below. The Restructuring will be implemented through a restructuring plan (<i>convenio concursal</i>) (the “<i>Plan</i>”)² in connection with the <i>concurso mercantil</i> proceeding, under Article 339 and Title Fourteenth of the Concursos Law (the “<i>Concurso Procedure</i>”), filed by the Company on April 30, 2014 and subsequently recognized by the First District Court sitting in Culiacán, Sinaloa (the “<i>Culiacán Court</i>”) through the publication of the judgment of the Concurso Procedure in the Federal Official Gazette on July 4, 2014 (the “<i>Concurso Commencement Date</i>”).</p> <p>The Restructuring, which, for the avoidance of doubt, shall be consistent with the terms of the Restructuring Term Sheet in all respects or otherwise acceptable to the Plan Consent Parties, shall be implemented through the Plan and accomplished through the following distributions to the Company’s claim and interest holders:</p> <ul style="list-style-type: none"> <li>□ <b>Treatment of unsecured creditors:</b> Except as explicitly set forth herein with respect to a creditor identified by name, all “recognized” unsecured claims of creditors of (a) Homex (collectively, the “<i>Homex Unsecured Claims</i>”) and (b) the subsidiaries of Homex that are part of the Concurso Procedure (collectively, the “<i>Subsidiaries’ Unsecured Claims</i>”) and, together with the Homex Unsecured Claims, the “<i>Unsecured Claims</i>”), including, among others, any undersecured secured creditors,<sup>3</sup> banks, vendors, supply chain creditors, term loan providers, holders of derivative interests, “Brazilian creditors,” and holders of unsecured bonds (which includes, among others, holders of the Notes) (collectively, the “<i>Unsecured Creditors</i>”), shall be capitalized and exchanged for common stock of Homex (“<i>Reorganized</i></li> </ul>

<sup>1</sup> **Schedule 1** will set forth the principal amount of Notes held by each member of the Informal Committee who has indicated its support of this Restructuring Term Sheet in writing to counsel for the Informal Committee on or prior to May 8, 2015, calculated as follows: (a) the principal amount of the Notes “recognized” by the Conciliador and (b) increased or reduced, as the case may be, by the amounts reported to the Conciliador and subject to a pending Assignment Notice under Article 144 of the Concursos Law, in each case, as of May 1, 2015.

<sup>2</sup> For purposes of this Restructuring Term Sheet, “*Plan*” shall mean a concurso plan filed by the Company and the Conciliador, and signed by the required majority of creditors and approved under the Concursos Law (which, for the avoidance of doubt, shall be consistent with the terms of the Restructuring Term Sheet in all respects or otherwise acceptable to the Plan Consent Parties).

<sup>3</sup> With regard to any such undersecured creditors, only to the extent that the amount of their claims exceeds the value of their collateral, based upon the reduction of their secured claims to such collateral value, subject to such creditor being entitled to an Unsecured Claim in accordance with applicable law.

**Homex Common Stock**”), subject to the exercise of any preemptive rights available under Mexican law to then existing shareholders (the “**Debt for Equity Exchange**”), and subject to further dilution for any Conversion Equity (as defined below), the MIP (as defined below) and the Reorganized Homex Common Stock to be issued upon any exercise of the Unsecured Creditor Stock Options (as defined below), as follows:

- 90% to Unsecured Creditors (the “**Unsecured Creditor Equity Distribution**”); and
- 10% remaining with existing shareholders and existing management (the “**Shareholder/Management Equity**”);

in each case, in accordance with, and pursuant to, a mechanism to be provided in the Plan and in each corresponding subsidiary’s restructuring plan (including mechanisms consisting of reduction (condonación/quita) of Unsecured Claims and/or capitalization under Article 146-B of the Federal Tax Code) that shall be reasonably acceptable in all respects to the Plan Consent Parties.

- **Other Secured Creditors:** Each “recognized” secured claim other than those specifically addressed elsewhere in this Restructuring Term Sheet (collectively, the “**Other Secured Claims**”) shall be (a) treated in a manner consistent with the business plan set forth in the public disclosure to be made by the Company on or prior to May 6, 2015 (“**Business Plan**”) or (b) treated in such other manner acceptable in all respects to the Plan Consent Parties.
- **Reactivated bridge loans (créditos puente)/Project financing:** Each “recognized” existing secured bridge loan that (a) has been reactivated in a manner, and under terms and conditions, satisfactory to the Plan Consent Parties, and (b) has been funded in an amount satisfactory to the Plan Consent Parties, in each case on or before Effective Date (collectively, the “**Reactivated Bridge Loans**”), will (I) continue to be paid with the cash flows received from the sale of the homes that guarantee such Reactivated Bridge Loan, except as otherwise agreed by the Plan Consent Parties, or (II) treated in such other manner acceptable in all respects to the Plan Consent Parties.
- **Non-reactivated bridge loans (créditos puente)/Project financing:** Each “recognized” existing secured bridge loan that (a) has not been reactivated in a manner, and under terms and conditions, satisfactory to the Plan Consent Parties, or (b) has not been funded in an amount satisfactory to the Plan Consent Parties, in each case on or before the Effective Date (collectively, the “**Non-Reactivated Bridge Loans**”), will be terminated and (I)(a) shall be partially satisfied in exchange

	<p>for the underlying collateral securing such loan, which shall be deemed to have the value ascribed to the collateral securing such loan (the “<b>Non-Reactivated Bridge Loan Collateral Value</b>”), and (b) treated as an Unsecured Claim in an amount equal to the excess of (i) the amount of the claim associated with such Non-Reactivated Bridge Loan recognized in the Concurso Procedure over (ii) the Non-Reactivated Bridge Loan Collateral Value, or (II) treated in such other manner acceptable in all respects to the Plan Consent Parties.</p> <ul style="list-style-type: none"> <li>□ <b>Banamex Facility:</b> Each “recognized” Banamex claim (collectively, the “<b>Banamex Claims</b>”) shall be (a) treated in a manner consistent with the Business Plan or (b) treated in such other manner acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Land guarantees:</b> Each “recognized” land guarantee claim (collectively, the “<b>Land Guarantee Claims</b>”) shall be (I)(a) repaid in kind and (b) treated as an Unsecured Claim in an amount equal to the excess of (i) the amount of the Land Guarantee Claim over (ii) the value ascribed to the collateral securing such Land Guarantee Claim, (II) treated in a manner consistent with the Business Plan or (III) treated in such other manner acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Construction loans (créditos para la construcción):</b> Each “recognized” construction loan (the “<b>Construction Loans</b>”) shall be (a) treated in a the manner consistent with the Business Plan or (b) treated in such other manner acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Banorte claims:</b> Each “recognized” Banorte claim (collectively, the “<b>Banorte Claims</b>”) shall be (a) treated in a manner consistent with the Business Plan or (b) treated in such other manner acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Capital leases:</b> Each “recognized” capital lease claim (collectively, the “<b>Capital Lease Claims</b>”) shall be (I)(a) repaid in kind and (b) treated as an Unsecured Claim in an amount equal to the excess of (i) the amount of the Capital Lease Claim over (ii) the value ascribed to the collateral securing such Capital Lease Claim or (II) treated in such other manner acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Fovissste factoring:</b> Each “recognized” factoring claim shall be (I) treated as an Unsecured Claim or (II) treated in such other manner acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Infonavit:</b> Each “recognized” claim (the “<b>Infonavit Claims</b>”) shall be (I) treated in accordance with the terms and conditions set forth in that certain agreement, dated February</li> </ul>
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	<p>23, 2015, between the Company and Infonavit (“<i>Infonavit Agreement</i>”) or (II) treated in such other manner acceptable in all respects to the Plan Consent Parties.</p> <ul style="list-style-type: none"> <li>□ <b>Priority claims:</b> Each “recognized” claim entitled to priority, including unpaid wages, severance payments and withholding taxes, shall be treated in accordance with the Concursos Law and (I) in a manner consistent with the Business Plan or (II) in such other manner acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Tax Claims:</b> Each “recognized” claim held by a taxing authority shall be treated in accordance with the Concursos Law in a manner acceptable in all respects to the Mexican taxing authorities and the Plan Consent Parties.</li> <li>□ <b>Existing equity:</b> Other than Shareholder/Management Equity (which, for the avoidance of doubt shall include existing shareholders and management’s common shares, as provided herein), preferred stock, common stock, warrants, options and other equity-based securities of the Company outstanding immediately prior to the Effective Date, if any, shall be extinguished and the holders thereof shall receive no recovery.</li> </ul>
<b>Intercompany Claims</b>	<p>Any intercompany claim (subordinated claim) of any affiliate or subsidiary of Homex against (a) Homex or (b) any subsidiary of Homex that is part of the Concurso Procedure shall be kept outstanding post-Effective Date and such intercompany claim shall be repaid on the following terms: (i) in Mexican pesos; (ii) in full on a single payment date occurring on the 70th anniversary of the Effective Date; (iii) without interest; and (iv) without any adjustment for inflation or otherwise.</p> <p>Any intercompany claims by Homex against its wholly-owned subsidiaries that are part of the Concurso Procedure shall (i) be capitalized on account of accounts receivable owed to Homex by such wholly-owned subsidiaries or (ii) receive such other treatment acceptable in all respects to the Plan Consent Parties.</p>
<b>Critical Suppliers</b>	<p>Claims of critical suppliers approved by the Plan Consent Parties, and subject to a cap of Ps. 300 million, will remain outstanding and repaid over time, in a manner to be negotiated with such suppliers and acceptable in all respects to the Plan Consent Parties.</p>
<b>Material Contracts/Leases</b>	<p>The disposition of all material contracts and leases shall be determined by the Company in consultation with the Plan Consent Parties.</p>
<b>Exchange Mechanics</b>	<p>The Debt for Equity Exchange and New Convertible Loan (as defined below) shall be structured in a manner that complies with applicable US securities law and is otherwise acceptable in all respects to the Plan Consent Parties. US legal counsel to the Company shall deliver a clean no-registration opinion in all respects acceptable to the Plan Consent Parties.</p>

<b>Effective Date</b>	The date and time (the “ <i>Effective Date</i> ”) upon which the conditions to the effectiveness of the Restructuring and the Plan, as provided under the Plan, are fully satisfied.
<b>New Convertible Loan</b>	A direct investment, which shall be in the amount of Ps. 1.5 billion, to fund the Company’s emergence from the Concurso Procedure, in the form of a convertible loan (the “ <i>New Convertible Loan</i> ”), to be provided by the “ <i>Lenders</i> ” as such term is defined in <u>Annex A</u> hereto (collectively, the “ <i>New Money Investors</i> ”). The closing date of the New Convertible Loan shall be subject to the occurrence of the Effective Date and the other terms and conditions set forth in the documentation concerning the New Convertible Loan. “ <i>Conversion Equity</i> ” shall mean the shares of Reorganized Homex Common Stock to be issued upon the conversion of the New Convertible Loan to equity, as provided in <u>Annex A</u> hereto. “ <i>Requisite New Money Investors</i> ” shall mean New Money Investors having more than 50% of the commitments of all New Money Investors. The terms of the New Convertible Loan are further described in <u>Annex A</u> hereto.
<b>Unsecured Creditor Stock Options</b>	<p>The following stock options (collectively, the “<i>Unsecured Creditor Stock Options</i>”), affording the right to acquire a total of 10% of the Reorganized Homex Common Stock, taking into account the Reorganized Homex Common Stock to be issued in the Debt for Equity Exchange and the Conversion Equity, but subject to further dilution by the Reorganized Homex Common Stock issuable under the MIP, shall be provided <i>pro rata</i> to the recipients of the Unsecured Creditor Equity Distribution:</p> <ul style="list-style-type: none"> <li>• seven-year options to acquire, for an exercise price of one peso, 5% of the Reorganized Homex Common Stock at an equity strike price of Ps. 12.5 billion; and</li> <li>• seven-year options to acquire, for an exercise price of one peso, 5% of the Reorganized Homex Common Stock at an equity strike price of Ps. 15.0 billion.</li> </ul> <p>Shares of Reorganized Homex Common Stock sufficient to issue upon exercise of the Unsecured Creditor Stock Options shall be issued into treasury on the Effective Date, in accordance with the terms of the “<i>Shareholder Resolutions to Implement Plan</i>” section below. The Unsecured Creditor Stock Options shall not have anti-dilution protection after the Effective Date. The shares issued into treasury shall be cancelled if the Unsecured Creditor Stock Options are not exercised prior to their respective expiration dates.</p>
<b>Management Incentive Plan (“MIP”)</b>	The MIP will allow certain key employees to be mutually identified by Homex and the Plan Consent Parties prior to the Effective Date and/or identified by the Reorganized Homex Board of Directors after the Effective Date (“ <i>Key Employees</i> ”) to earn incremental equity rewards on account of achieving select performance metrics, as measured relative to the Business Plan. The form of rewards shall be the issuance of incremental Reorganized Homex Common Stock to the Key Employees, which shall be dilutive to all Reorganized Homex Common Stock, including the Conversion Equity.

The metrics used to determine equity issuance to management shall be based on TTM EBITDA (as defined in **Exhibit 2**) and TTM Housing Collections (which shall be based upon cash collections, and as more specifically defined in **Exhibit 2**), which shall be measured each year beginning the year ending December 31, 2016. 60% of the eligible shares shall be tied to the TTM EBITDA performance metric and 40% of eligible shares shall be tied to the TTM Housing Collections metric. The per period TTM EBITDA and TTM Housing Collections performance targets, total eligible equity bonus and performance payouts are set forth below:

<i>(Ps. In millions)</i>	<b>Initial</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Total Eligible Equity Bonus <sup>(1)</sup>	5.0% <sup>(2)</sup>	4%	4%	4%	4%	4%
TTM EBITDA Bonus		2.4%	2.4%	2.4%	2.4%	2.4%
TTM Housing Collections Bonus		1.6%	1.6%	1.6%	1.6%	1.6%

**Performance Targets as per Business Plan (as defined herein)**

TTM EBITDA	1,764	2,439	3,338	3,878	4,294
TTM Housing Collections	9,513	11,769	15,298	17,749	19,459

Performance Payouts	< 0.80x Business Plan = 0.0%
	0.80x Business Plan = 50.0%
	1.00x Business Plan = 75.0%
	1.20x Business Plan = 100.0%
	≥1.50x Business Plan = 150.0% <sup>(3)</sup>

(1) Inclusive of the initial grant equal to 5% of the Reorganized Homex Common Stock, the maximum, aggregate number of Reorganized Homex Common Stock available for issuance under the MIP is equal to 25% of the Reorganized Homex Common Stock on a fully diluted basis, as further described below.

(2) The recipients of Reorganized Homex Common Stock granted by the Company as part of the initial grant shall be prohibited from transferring such shares prior to December 31, 2017; such earned, but unpaid, awards shall not be subject to clawback.

(3) Awards above 100% earned during 2016 and 2017 shall be paid on December 31, 2018; such earned, but unpaid, awards shall not be subject to clawback.

The Reorganized Homex Common Stock issuable under the MIP shall be calculated on a fully diluted basis, taking into account the Reorganized Homex Common Stock to be issued in the Debt for Equity Exchange, the Conversion Equity and Unsecured Creditor Stock Options. Shares of Reorganized Homex Common Stock equal to the maximum, aggregate number of Reorganized Homex Common Stock available for issuance under the MIP shall be issued into treasury on the Effective Date, in accordance with the terms of the “*Shareholder Resolutions to Implement Plan*” section below.

All of the unearned and/or unpaid Reorganized Homex Common Stock then available under the MIP will be earned and paid in full if Reorganized Homex completes an initial public offering or a secondary public offering, as applicable, for a total offering of not less than Ps. 1.5 billion (before deduction of underwriters commissions and expenses) and that ascribes to it an equity value equal to or greater than that set forth

	<p>below in the relevant calendar year specified below:</p> <ul style="list-style-type: none"> <li>• 2016 – Ps. 10.0 billion</li> <li>• 2017 – Ps. 12.0 billion</li> <li>• 2018 – Ps. 15.0 billion</li> <li>• 2019 – Ps. 18.0 billion</li> <li>• 2020 – Ps. 20.0 billion</li> </ul>
<p><b>Listing of the Reorganized Homex Common Stock/SEC Compliance/Registration Rights</b></p>	<p><input type="checkbox"/> <b>Mexican Listing:</b> Reorganized Homex Common Stock, including the shares of Reorganized Homex Common Stock to be issued in connection with the Plan, shall resume compliance and trading on the Bolsa Mexicana de Valores (“<b>BMV</b>”) prior to the Effective Date, subject to simultaneous or prior registration with the Comisión Nacional Bancaria y de Valores (“<b>CNBV</b>”). Homex will file with the BMV and CNBV (a) the requisite financial statements for fiscal years 2013 and 2014 and the annual reports for 2013 and 2014 and (b) the quarterly statements for 2013 and 2014, and for the first quarter of 2015. In furtherance of the registration with the CNBV, Homex will prepare and file a registration filing in respect of the shares of Reorganized Common Stock to be issued (a) to the Unsecured Creditors in connection with the Debt for Equity Conversion, (b) in connection with the MIP and (c) into treasury of the Conversion Equity and the shares attributable to the Unsecured Creditor Stock Options (collectively, the “<b>New Homex Shares</b>”). Homex shall take all steps required to obtain the registration with the CNBV of the New Homex Shares and the resumption of trading of the Reorganized Homex Common Stock on the BMV, in each case, prior to the Effective Date.</p> <p><input type="checkbox"/> <b>SEC Compliance/US Listing/Registration Rights:</b></p> <ul style="list-style-type: none"> <li>• <u>Compliance with SEC registration and reporting requirements:</u> Reorganized Homex will file its annual report on Form 20-F for the fiscal years ended December 31, 2013 and December 31, 2014, and any other reports otherwise required to have been filed or furnished, as the case may be, under Sections 12 or 15(d) of the Securities Exchange Act of 1934, as amended, no later than nine months after the Effective Date.</li> <li>• <u>US Listing:</u> Reorganized Homex will cause its American Depositary Shares (“<b>ADRs</b>”), each representing six shares of Reorganized Homex Common Stock, and other shares of Reorganized Homex Common Stock issued or issuable under the Plan, including the Conversion Equity, to be listed on a recognized national securities exchange registered with the U.S. Securities and Exchange Commission through ADRs or equivalent no later than on such date (the “<b>Listing Date</b>”) as requested by the Requisite New Money Investors; provided that, in no event, shall the Requisite New Money Investors request that the Listing Date occur prior to the one year anniversary of the Effective Date.</li> </ul>



	<ul style="list-style-type: none"> <li>• <b>Registration Rights:</b> Certain New Money Investors and members of the Informal Committee shall be granted customary registration rights for large investors in a company exiting from a restructuring in the United States; such registration rights shall be in form and substance reasonably acceptable to the Requisite New Money Investors; the registration rights apply only to registration statements in the United States.</li> </ul>
<p><b>Corporate Governance</b></p>	<p>□ <b>Board of Directors:</b> On the Effective Date and immediately after each annual or other meeting of shareholders at which directors will be elected that is held after the Effective Date and prior to the date on which the New Convertible Loan is converted in full into shares of Reorganized Homex Common Stock (the “<i>Conversion Date</i>”), the Board of Directors of Reorganized Homex (the “<i>Reorganized Homex Board of Directors</i>”) shall be composed of the following members:</p> <ul style="list-style-type: none"> <li>• two directors designated by the Requisite Informal Committee Members on or prior to the Effective Date; <u>provided</u> that at each annual or other meeting of shareholders at which directors will be elected that is held after the Effective Date and prior to the Conversion Date, the Requisite Lenders (as defined in <u>Annex A</u> hereto) will designate these two directors (in addition to the three directors to be designated by the Requisite Lenders pursuant to the following bullet);</li> <li>• three directors designated by the Requisite New Money Investors on or prior to the Effective Date; <u>provided</u> that at each annual or other meeting of shareholders at which directors will be elected that is held after the Effective Date and prior to the Conversion Date, the Requisite Lenders will designate these three directors (in addition to the two directors to be designated by the Requisite Lenders pursuant to the preceding bullet);</li> <li>• the Chief Executive Officer of Reorganized Homex (the “<i>CEO</i>”); <u>provided</u> that, if Gerardo De Nicolas ceases to serve as Chief Executive Officer, the De Nicolas family will designate one member in lieu of the CEO (in addition to the director to be designated by the De Nicolas pursuant to the following bullet) if and only if (a) Gerardo De Nicolas was not terminated by the Company for “cause”, (b) Gerardo De Nicolas did not voluntarily terminate his employment with the Company and (c) the De Nicolas family holds at least 10% of the shares of Reorganized Homex Common Stock, taking into account the Reorganized Homex Common Stock to be issued in the Debt for Equity Exchange and the Conversion Equity; and</li> <li>• one member to be designated by the De Nicolas family (in addition to the director to be designated by the De Nicolas pursuant to the preceding bullet); <u>provided</u> that this right shall be conditioned on the De Nicolas family continuing to hold at least 5% of the shares of Reorganized Homex Common Stock, taking into account the Reorganized Homex Common Stock to be issued in the Debt for Equity Exchange and the Conversion Equity;</li> </ul>

	<p>provided, further, that the designee of the De Nicolas family shall serve as the Chairman of the Reorganized Homex Board of Directors.</p> <p>Furthermore, as required by the Mexican Securities Exchange Act (Ley del Mercado de Valores) (“<i>LMV</i>”), 25% of the members of the Reorganized Homex Board of Directors must be “independent”. Therefore, if less than 25% of the directors designated pursuant to this section are “independent”, the size of the Reorganized Homex Board of Directors will be increased and the vacancies so created will be filled with “independent” directors in order to comply with the requirement that at least 25% of the directors be “independent”.</p> <ul style="list-style-type: none"> <li>□ <b>Board Committees:</b> As required under the applicable laws of Mexico, an Audit Committee and a Corporate Practices Committee, each of which shall be comprised solely of independent directors, shall be formed.</li> <li>□ <b>Board Indemnification Agreements:</b> The Company will enter into an indemnification agreement with each member of the Reorganized Homex Board of Directors providing that, other than as prohibited under applicable Mexican law, the Company will (a) indemnify any director for costs and expenses incurred by him or her in connection with any action brought against such director, (b) advance expenses for costs and expenses incurred by any director in connection with any action brought against him or her and (c) purchase and maintain a D&amp;O insurance policy covering such director. The indemnification agreement will be in a form that is acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Bylaws:</b> The bylaws of Reorganized Homex will be in a form that is acceptable in all respects to the Plan Consent Parties.</li> <li>□ <b>Other:</b> Other corporate governance provisions typical for Mexican independent public companies, including the adoption of new business opportunities and conflict of interest mandatory policies, a code of ethics, anti-bribery provisions and adherence to the <i>Código de Mejores Practicas Corporativas</i> of the <i>Consejo Coordinador Empresarial</i> – the Code of Best Corporate Practices.</li> </ul>
<p><b>Chief Restructuring Officer</b></p>	<p>The Company shall retain, no later than the Effective Date, a chief restructuring officer acceptable to the Plan Consent Parties who shall (a) review, among other things, the Company’s cash management, treasury, other accounting functions, land acquisition functions, management and organizational structures and proposed project financings, (b) make recommendations directly to the Reorganized Homex Board of Directors, and otherwise report directly to the Reorganized Homex Board of Directors, and (c) assist in the implementation of corporate, management and other modifications directed by the Reorganized Homex Board of Directors. The CRO’s initial term of service will be until the first anniversary of the Effective Date, subject to renewal with the consent of the Reorganized Homex Board of Directors.</p>
<p><b>Shareholder Resolutions to Implement Plan</b></p>	<p>Mechanics for implementation of the Plan shall include the approval of shareholders’ resolutions in accordance with Mexican corporate law and</p>

	<p>the Company’s existing bylaws providing for, as well as any preemptive rights required by Mexican law relating to: (a) the capital increase(s) necessary to accommodate (i) the capitalization of the Unsecured Claims by issuing shares of Reorganized Homex Common Stock in connection with the Debt for Equity Exchange (as provided herein), (ii) incurrence of the New Convertible Loan and the issuance into treasury of the Conversion Equity and the shares of Reorganized Homex Common Stock attributable to the Unsecured Creditor Stock Options, (iii) issuance of new shares of Reorganized Homex Common Stock in connection with the MIP, and (iv) issuance of any other new shares required by the Plan; (b) the appointment of the members of the Reorganized Homex Board of Directors (as provided herein); and (c) any other resolution required to implement and fully effectuate all the transactions under the Plan or reasonably requested by the Plan Consent Parties (in each case, which shall be consistent in all respects with this Restructuring Term Sheet). For the avoidance of doubt, there shall be no preemptive rights with respect to the capital increase associated with the Conversion Equity as provided in Mexican law and the Company’s existing bylaws.</p> <p>The transactions contemplated by the Restructuring, as set forth in the Plan, shall be subject to an affirmative vote by the existing shareholders (<i>i.e.</i>, shareholders in existence prior to approval of the Plan) in favor of the directors designated in accordance with the “<i>Corporate Governance</i>” section above.</p> <p>The financial statements for fiscal years 2013 and 2014 and the quarterly statements for each of the quarters in 2013 and 2014 and for the first quarter of 2015, in each case, to be filed with the CNBV/BMV, shall be approved by the pre-Effective Date audit committee and Board of Directors of Homex. In addition, the financial statements for fiscal years 2013 and 2014 to be filed with the CNBV/BMV shall be approved by the pre-Effective Date shareholders of Homex. The annual and quarterly financial statements referenced in this paragraph shall be properly filed with the CNBV/BMV to permit continued listing of the equity of Homex</p>
<b>Mutual Releases</b>	<p>The Plan shall include (i) a release and waiver by all creditors with respect all civil claims against the Company, its shareholders, directors and managers in connection with any alleged actions or omissions occurred prior to the Effective Date, except for claims of fraud or willful misconduct, and (ii) a release and waiver by each of the Company, its shareholders, directors and managers with respect to all claims, if any, against all the Plan Consent Parties in connection with any alleged actions or omissions in connection with the Company that occurred prior to the Effective Date, provided, that, the Plan shall not include the release of any applicable obligations of the Company, and/or any of its direct and indirect subsidiaries and affiliates, or the creditors under the Plan or the ancillary documents to effectuate the Plan, including the documents related to the New Convertible Loan, and the engagement letters of the Trustee/Informal Committee Advisors (as defined below), in each case to the fullest extent permitted under applicable law.</p>
<b>Fees and Expenses</b>	<p>The Company shall pay in full and in cash, no later than the Effective Date, (i) the “Work Fee,” as defined in, and payable under, that certain</p>

	<p>Exclusivity and Right of First Refusal Agreement, dated as of April 30, 2014, by and between the Company and certain of its subsidiaries and affiliates and certain holders of Notes (as amended, modified, waived or supplemented, including by that certain Waiver and Acknowledgment Agreement and Second Waiver and Acknowledgement Agreement) and (ii) all accrued and to be accrued fees and expenses earned or incurred by each of the US and Mexican financial and legal advisors engaged by the Informal Committee or the Indenture Trustee (collectively, the “<i>Trustee/Informal Committee Advisors</i>”).</p> <p>The Company shall pay in full and in cash, no later than the Effective Date, all accrued and to be accrued fees and expenses earned or incurred by the Conciliador.</p> <p>The Company shall pay, no later than the Effective Date in cash, all of the fees and expenses earned and incurred by each of the financial, tax and legal advisors engaged by the Company; provided, however, the aggregate of the fees previously paid and fees to be paid by the Company in connection with the Concurso Procedure or the Restructuring, other than to Trustee/Informal Committee Advisors and the Conciliador, shall be capped at the aggregate amount set forth on <b>Exhibit 3</b>.</p>
<b>Tax Conditions</b>	<p>The Company shall work with the Plan Consent Parties and shall use good faith efforts to structure the Restructuring and the transactions contemplated herein to the extent reasonably possible in a tax-efficient and cost-effective manner for the Company and the Plan Consent Parties. The Plan shall provide that the Company will indemnify each holder of the Notes for any Mexican tax obligations triggered for such holder of Notes as a result of the implementation of the Restructuring. To the extent that any Unsecured Claim is entitled to recovery of less than all of its principal and accrued interest, the principal amount shall be satisfied first and to the extent there is any accrued but unpaid interest it shall be discharged and no longer payable. The Company shall issue a tax opinion through its special tax advisors regarding the income or gain that will be realized for Mexican federal and state tax purposes by the Company and the holders of the Notes as a result of the Restructuring, as applicable.</p>
<b>Other Conditions</b>	<p>The Plan shall provide that (a) the legal effect of the shareholder resolutions relating to the issuance and acquisition of the New Homex Shares shall both take effect after the trading suspension of the shares of Reorganized Homex Common Stock has been lifted and such shares have resumed trading, and are continuing to trade, on the BMV; and (b) Homex shall use reasonable efforts, and shall cooperate with the Trustee/Informal Committee Advisors, to achieve the legal and tax support that, in the opinion of the Plan Consent Parties, is reasonably required to implement the Restructuring and the transactions to be consummated under the Plan in the manner that is most tax efficient for the Unsecured Creditors and New Money Investors that are not residents of Mexico, including obtaining any appropriate rulings from the CNBV and Mexican tax authorities.</p>

<b>Definitive Documents</b>	This Restructuring Term Sheet is indicative, and any final agreement shall be subject to (i) the satisfactory completion of due diligence by the Informal Committee Members, the Indenture Trustee and New Money Investors, and (ii) definitive documentation, which definitive documentation shall be consistent in all respects with the terms of this Restructuring Term Sheet and acceptable in all respects to the Plan Consent Parties.
<b>Press Releases</b>	Any press releases issued in connection with the Restructuring shall be acceptable in all respects to the Plan Consent Parties.
<b>Chapter 15 Filing</b>	Parties to determine in good faith whether it is necessary or appropriate to commence a chapter 15 case for the principal purpose of obtaining from the court presiding over the chapter 15 case an order, acceptable in all respects to the Plan Consent Parties, granting recognition of the Plan (“ <b>Plan Recognition Order</b> ”). If the Parties determine to commence a chapter 15 case, the Effective Date shall be subject to the entry of the Plan Recognition Order, and such order becoming final and non-appealable.
<b>Other Conditions to the Effective Date</b>	<p><u>Financial Statements/Reporting:</u> The Company shall provide the Informal Committee and the Indenture Trustee with audited financial statements for the years ended December 31, 2013 and 2014 no later than June 15, 2015.</p> <p><u>New Adamantine Revolver:</u> (1) Proyectos Adamantine, S.A. de C.V., SOFOM E.N.R. (“<b>Adamantine</b>”), which is a related party of Lagatus, S.A. de C.V., and Homex have entered into that certain Ps. 500 million revolving credit facility dated January 12, 2015 (the “<b>New Adamantine Revolver</b>”). (2) The New Adamantine Revolver shall be in full force and effect and there shall be no default or event of default existing thereunder. (3) Adamantine shall have advanced no less than Ps. 100 million to the Company under the New Adamantine Revolver no later than the date the Conciliador presents the Plan to the Culiacan Court for approval.</p> <p><u>Reactivated Bridge Loans:</u> With respect to certain bridge loan facilities identified by the Plan Consent Parties, (1) the Company and the lender under such bridge loan facility shall have entered into an agreement to reactivate such bridge loan facility on terms consistent with the business plan (e.g., interest holiday and otherwise acceptable in all respects to the Plan Consent Parties), (2) such bridge loan facility shall have been approved by the Conciliador and the Culiacán Court, (3) such bridge loan facility shall be in full force and effect and there shall be no default or event of default existing thereunder, and (4) the lender under such bridge loan facility shall have advanced to the Company, since the Concurso Commencement Date, a dollar amount with respect to such bridge loan facility that is acceptable to the Plan Consent Parties. With respect to certain other bridge loan facilities identified by the Plan Consent Parties, (1) the Company and the lender under such bridge loan facility shall have entered into an agreement to reactivate such bridge loan facility on terms consistent with the business plan (e.g., interest holiday and otherwise acceptable in all respects to the Plan Consent Parties), (2) such bridge loan facility shall be in full force and effect and there shall be no default or event of default existing thereunder, and (3) the lender under such bridge loan facility shall have agreed, in a manner reasonably satisfactory</p>

	<p>in all respects to the Plan Consent Parties, to commence making advances to the Company on or immediately after the Effective Date.</p> <p><u>Former Banamex Facility &amp; New Banamex Bridge Facility:</u> (1) Banamex shall have transferred all of its interests under that certain Ps. ~2.3 billion revolving credit facility to Lagatus, S.A. de C.V., which is a related party of Adamantine. (2) Lagatus, S.A. de C.V. shall have entered into a binding agreement, in all respects acceptable to the Plan Consent Parties, pursuant to which it agrees to permanently reduce (subject to limited exceptions acceptable to the Plan Consent Parties) the principal amount outstanding under the former Banamex facility to Ps. 1.1 billion upon the consummation of the Restructuring (the “<b>Former Banamex Facility</b>”). (3) Lagatus, S.A. de C.V. and Homex shall have increased the size of the Former Banamex Facility by Ps. 250 million, and converted the Former Banamex Facility into a revolving bridge loan facility in a manner acceptable in all respects to the Plan Consent Parties (as converted, the “<b>New Banamex Bridge Facility</b>”).</p> <p><u>Infonavit Agreement:</u> (1) The Infonavit Agreement shall have been approved by the Culiacán Court. (2) The Infonavit Agreement shall be in full force and effect and there shall be no default or event of default existing thereunder.</p> <p><u>Infonavit Infrastructure Loan:</u> (1) Infonavit and the Company shall have entered into that a new, Ps. 350 million credit facility, which is to be used by the Company to fund the completion of specified infrastructure projects at specified projects (the “<b>Infonavit Infrastructure Facility</b>”). (2) The Infonavit Infrastructure Facility shall have been approved by the Conciliador and the Culiacán Court. (3) The Infonavit Infrastructure Facility shall be in full force and effect and there shall be no default or event of default existing thereunder.</p> <p><u>New Convertible Loan:</u> The closing conditions under the New Convertible Loan documents shall have been satisfied in full and the closing of the New Convertible Loan will occur concurrently with the Effective Date.</p> <p><u>Additional Conditions to Effectiveness of Restructuring:</u></p> <ul style="list-style-type: none"> <li>➤ There shall be no material changes that would impact the achievement of the Company’s business plan.</li> <li>➤ The Culiacán Court shall enter a final judgment approving the Plan, which judgment shall become final and no longer subject to appeal.</li> <li>➤ The Company shall covenant that it has not issued any preferred stock at any time prior to the Effective Date.</li> <li>➤ The Company shall provide all existing employment agreements with the Company’s management team to the Informal Committee, and shall agree not to enter into any new employment agreement with any executive employee prior to the Effective Date.</li> </ul>
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	<ul style="list-style-type: none"> <li>➤ Mexican legal counsel to the Company shall deliver an opinion, in all respects acceptable to the Plan Consent Parties, that the transactions to be consummated under the Plan are binding and effective and that such transactions have been implemented in compliance with applicable Mexican laws and the Company’s bylaws.</li> <li>➤ The Company shall have purchased a D&amp;O insurance policy that is in all respects reasonably acceptable to the Plan Consent Parties and that covers all members of the Reorganized Homex Board of Directors.</li> <li>➤ Other covenants or conditions that are specified in this Restructuring Term Sheet.</li> <li>➤ Other conditions that may be requested by, or are acceptable in all respects to, the Plan Consent Parties.</li> </ul>
<b><i>Governing Law:</i></b>	<p>This Restructuring Term Sheet shall be governed by, and the rights and obligations of the parties hereunder shall be construed in accordance with, the laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Notwithstanding the foregoing, all corporate actions required to implement the Plan, the Mexican listing and corporate governance matters shall be governed by the laws of Mexico.</p>

**EXHIBIT 1**

Subsidiaries and Affiliates<sup>4</sup>

1. PROYECTOS INMOBILIARIOS DE CULIACÁN, S.A. DE C.V.
2. DESARROLLADORA DE CASAS DEL NOROESTE, S.A. DE C.V.
3. CASAS BETA DEL CENTRO, S. DE R.L. DE C.V.
4. CASAS BETA DEL NORTE, S. DE R.L. DE C.V.
5. CASAS BETA DEL NOROESTE, S. DE R.L. DE C.V.
6. ADMINISTRADORA PICSA, S.A. DE C.V.
7. AEROHOMEX, S.A. DE C.V.
8. CT LORETO, S. DE R.L. DE C.V.
9. HOMEX AMUÉBLATE, S.A. DE C.V.
10. HOMEX GLOBAL, S.A. DE C.V.
11. ALTOS MANDOS DE NEGOCIOS, S.A. DE C.V.
12. HOMEX INFRAESTRUCTURA, S.A. DE C.V.
13. CT COMMERCIAL PROPERTY, S. DE R.L. DE C.V.
14. DESARROLLADORA DE SUDAMERICA, S.A. DE C.V.
15. EDIFICACIONES BETA, S. DE R.L. DE C.V.
16. HOMEX CENTRAL MARCARIA, S.A. DE C.V.
17. HOMEX HI, S.A. DE C.V.
18. HOMEX ATIZAPAN, S.A. DE C.V. (*Majority interest*)
19. HOGARES DEL NOROESTE, S.A. DE C.V.
20. OPCION HOMEX, S.A. DE C.V.
21. SOFHOMEX, S.A. DE C.V. SOFOM ENR
22. MEXAVAL, S.A. DE C.V. SOFOM ENR
23. HXMTD, S.A. DE C.V.

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<sup>4</sup> Unless otherwise noted on this Exhibit 1, every entity set forth herein is a wholly-owned subsidiary of Homex.



## EXHIBIT 2

### TTM EBITDA / TTM Homex Revenue Metrics

As per the Restructuring Term Sheet, the metrics used to determine equity issuance to management under the MIP shall be defined as follows:

**“TTM EBITDA”** means, for any period, the consolidated net income of Homex and its subsidiaries on a consolidated basis for such period plus, without duplication (including without duplication of any amounts previously adjusted for in determining consolidated net income):

- (a) an amount equal to any extraordinary loss plus any net loss realized by Homex or any of its subsidiaries in connection with an asset sale, to the extent such losses were deducted in computing such consolidated net income; plus
- (b) provision for taxes based on income or profits of Homex and its subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such consolidated net income; plus
- (c) the consolidated interest expense, including any capitalized interest, of Homex and its subsidiaries for such period, to the extent that such consolidated interest expense was deducted in computing such consolidated net income; plus
- (d) depreciation, amortization (including amortization of intangibles) and other non-cash expenses of Homex and its subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such consolidated net income; plus
- (e) (i) any nonrecurring costs, charges or expenses (x) for executive severance or workforce reduction severance or (y) made or incurred in connection with any integration or restructuring (including any production continuation, remediation, relocation, severance and benefits continuation costs, lease termination costs, contract termination costs, materials buy-out costs, and reduction charges) (all such nonrecurring costs, charges, and expenses referred to in clause (x) or (y), are collectively referred to herein as the “Restructuring Charges”) to the extent deducted in computing such consolidated net income; plus
- (f) fees, costs, charges, commissions and expenses incurred during such period in connection with (i) the Concurso Procedure, (ii) amending or entering into credit agreements, (iii) permitted investments, permitted acquisitions and permitted dispositions, whether or not consummated (with respect to unsuccessful investments, acquisitions and dispositions, or (iv) customary and reasonable transaction costs incurred in connection with an initial public offering or other registration of securities, all to the extent deducted in computing such consolidated net income; plus
- (g) all goodwill impairment charges, to the extent such charges were deducted in computing such consolidated net income; plus
- (h) the effects of adjustments (including the effects of such adjustments relating to the borrower or its subsidiaries) in any line item in Homex’s financial statements pursuant to IFRS resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in connection with the transactions contemplated hereby, any acquisition or any joint venture investments or the amortization or write off of any amounts thereof, net of taxes; plus

(i) impairment charges, asset write offs and write downs, including impairment charges, asset write offs and write downs related to goodwill, intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case pursuant to IFRS, and the amortization of intangibles arising pursuant to IFRS, to the extent deducted in computing such consolidated net income; plus

(j) accruals and reserves that are established or adjusted, in each case within 12 months of any subject transaction, as a result of the transactions contemplated hereby, or any acquisition, investment, asset disposition, write down or write off (including the related tax benefit) in accordance with IFRS, including any adjustment of estimated payouts on earn-outs, or charges as a result of the adoption or modification of accounting policies, so long as such policies are in accordance with IFRS, to the extent such accruals and reserves are included in computing such consolidated net income; plus

(k) compensation charges or other expenses or charges arising from the grant of or issuance or repricing of stock, stock options or other equity-based awards to directors, officers or employees of Homex and its subsidiaries, to the extent such charges and expenses were deducted in computing such consolidated net income.

**“TTM Housing Collections”** means the trailing twelve month, as of December 31 of each year, total receipts received by Homex or any of its subsidiaries (excluding Homex Infrastructure), or any trust which has an agreement with Homex for the development and sale of homes, from the sale of housing units. For the avoidance of doubt, total receipts from Trust F877 will be included as Housing Collections.

**EXHIBIT 3**

**Fee Cap**

As per the Restructuring Term Sheet, the capped aggregate fee, which includes all payments made and any outstanding balances through the Effective Date, to various advisors is \$17.412 million USD. Advisors subject to the fee cap are outlined below:

[ ]

[ ]

[ ]

[ ]

[ ]

[ ]

[ ]

[ ]

**ANNEX A**  
**SUMMARY OF TERMS FOR NEW CONVERTIBLE LOAN**

The following is a summary of terms and conditions for the New Convertible Loan<sup>5</sup> under which Desarrolladora Homex, S.A.B. de C.V. shall be borrower and its subsidiaries and affiliates shall be guarantors.

<b><i>Borrower:</i></b>	Desarrolladora Homex, S.A.B. de C.V. (the “ <b><i>Borrower</i></b> ”)
<b><i>Guarantors:</i></b>	<ol style="list-style-type: none"> <li>1. Proyectos Inmobiliarios de Culiacán, S.A. de C.V.</li> <li>2. Casas Beta del Centro, S. de R.L. de C.V.</li> <li>3. Casas Beta del Noroeste, S. de R.L. de C.V.</li> <li>4. Casas Beta del Norte, S. de R.L. de C.V.</li> <li>5. Desarrolladora de Casas del Noroeste, S.A. de C.V.</li> <li>6. CT Loreto, S. de R.L. de C.V.</li> <li>7. Administradora PICSA, S.A. de C.V.</li> <li>8. Altos Mandos de Negocios, S.A. de C.V.</li> <li>9. Homex Amuéblate, S.A. de C.V.</li> <li>10. Aerohomex, S.A. de C.V.</li> <li>11. Homex Global, S.A. de C.V.</li> <li>12. Homex Infraestructura, S.A. de C.V.</li> <li>13. CT Commercial Property, S. de R.L. de C.V.</li> <li>14. Desarrolladora de Sudamerica, S.A. de C.V.</li> <li>15. Edificaciones Beta, S. de R.L. de C.V.</li> <li>16. Homex Central Marcaria, S.A. de C.V.</li> <li>17. Homex HI, S.A. DE C.V.</li> <li>18. Homex Atizapan, S.A. de C.V. (Majority interest)</li> <li>19. Hogares del Noroeste, S.A. de C.V.</li> <li>20. Opcion Homex, S.A. de C.V.</li> <li>21. Sofhomex, S.A. de C.V. SOFOM ENR</li> <li>22. Mexaval, S.A. de C.V. SOFOM ENR</li> <li>23. HXMTD, S.A. de C.V.</li> <li>24. Any other subsidiary or affiliate of the Borrower in existence as of the Closing Date and any future subsidiary or affiliate of the Borrower.</li> </ol>

<sup>5</sup> All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Restructuring Term Sheet to which this **Annex A** is attached.

<b>Administrative Agent</b>	To be determined.
<b>Administrative Agent Fees</b>	To be determined.
<b>Convertible Loan:</b>	Senior Convertible Loan (the “ <i>New Convertible Loan</i> ”)
<b>Mexican Peso Denominated Facility</b>	The New Convertible Loan facility shall be denominated in Mexican pesos. All Loans, payments and computations (including with respect to principal and interest) shall be in Mexican pesos.
<b>Lenders &amp; Commitments:</b>	The Parties that signed a commitment letter relating to the New Convertible Loan (or their assignees, as permitted by the commitment letter) (individually, the “ <i>Lender</i> ” and collectively, the “ <i>Lenders</i> ”). The commitment letter shall also set forth each Lender’s respective commitment.
<b>Principal Amount:</b>	Ps. 1.5 billion.
<b>Closing Conditions:</b>	Satisfaction in full of (a) the conditions to the effectiveness of the Restructuring and the Plan, as provided under the Plan, and (b) other customary conditions to closing appropriate for similar financings in all respects acceptable to the Lenders.
<b>Closing Date:</b>	Date and time concurrent with the Effective Date.
<b>Maturity Date:</b>	The seven-year anniversary of the Closing Date (the “ <i>Maturity Date</i> ”).
<b>Collateral</b>	The Borrower and the Guarantors will grant a first lien on all unencumbered and a second lien on all encumbered assets upon the occurrence of an event of default under any of the material financing and other agreements to which Homex will be party as of the Closing Date, as identified by the Requisite New Money Investors.
<b>Prepayment:</b>	The Borrower may not repay all or any portion of the principal of the New Convertible Loan prior to the Maturity Date.
<b>Interest:</b>	Payable, at the Borrower’s option, in kind at 4.5% per annum or in cash at 3.5% per annum, in each case on a semi-annual basis through and including December 31, 2020, and thereafter payable in cash at 4% per annum on a semi-annual basis, in each case in arrears.
<b>Tax Payments:</b>	On or prior to January 31 <sup>st</sup> of each year, the Company will make a payment to each Lender in respect of its deemed tax liability relating to the interest income resulting from any payments in kind to such Lender for the preceding calendar year. Such deemed tax liability shall be calculated at a rate of 33%.
<b>Conversion at Option of Lenders:</b>	If an event of default, Change of Control, initial public offering (if applicable) or secondary public offering (if applicable) occurs at any time prior to the one year anniversary of the Closing Date, at each Lender’s sole option, all or any portion of such Lender’s <i>pro rata</i> amount of the then outstanding New Convertible Loan may be converted into such Lender’s <i>pro rata</i> amount of [ ] <sup>6</sup> shares of Reorganized Homex Common Stock.

<sup>6</sup> Insert number equal to 70% of outstanding Borrower Shares, taking into account the Reorganized Homex Common

	Commencing on the one year anniversary of the Closing Date and ending on the Maturity Date, at each Lender's sole option, all or any portion of such Lender's <i>pro rata</i> amount of the then outstanding New Convertible Loan may be converted into such Lender's <i>pro rata</i> amount of [ ] <sup>7</sup> shares of Reorganized Homex Common Stock.
<b>Mandatory Conversion</b>	Each outstanding Loan shall be subject to mandatory conversion into such Lender's <i>pro rata</i> amount of the number/percentage of shares of Reorganized Homex Common Stock stated in the preceding section for the applicable period upon the occurrence of the earliest to occur of one of the following events: <ol style="list-style-type: none"> <li>1. Lenders have converted Loans, in the aggregate, of more than 50% of the original Principal Amount of the Loans into Reorganized Homex Common Stock;</li> <li>2. Reorganized Homex completes an initial public offering or a secondary public offering, as applicable, for a total offering of not less than Ps. 3.0 billion (before deduction of underwriters commissions and expenses) and that ascribes to Reorganized Homex an equity value of at least Ps. 15 billion (a "<i>Qualified IPO</i>"); and</li> <li>3. Maturity Date.</li> </ol>
<b>Covenants:</b>	Customary covenants materially consistent with similar financings in all respects acceptable to the Lenders, including the following: <p><u>Affirmative Covenants:</u></p> <ol style="list-style-type: none"> <li>1. At each annual or other meeting of Reorganized Homex shareholders at which directors will be elected, the "<i>Consejo de Administración</i>" of Homex will present to the shareholders for approval the directors designated by Lenders having or holding, in the aggregate, a majority of the outstanding Principal Amount of the Loans (the "<i>Requisite Lenders</i>"), as contemplated by the "<i>Corporate Governance</i>" section of the Restructuring Term Sheet;</li> <li>2. Disclosure of Financial Statements;</li> <li>3. Compliance Certificates;</li> <li>4. Notices of Material Events;</li> <li>5. Inspection Rights;</li> <li>6. Insurance;</li> <li>7. Books &amp; Records;</li> </ol>

Stock to be issued in the Debt for Equity Exchange, but subject to further dilution by the Reorganized Homex Common Stock issuable under the MIP and the Unsecured Creditor Stock Options.

<sup>7</sup> See immediately preceding footnote.

	<ol style="list-style-type: none"> <li>8. Properties;</li> <li>9. Compliance with laws;</li> <li>10. Government approvals; and</li> <li>11. Use of proceeds.</li> </ol> <p><u>Negative Covenants:</u></p> <ol style="list-style-type: none"> <li>1. No equity issuances other than in connection with Unsecured Creditor Stock Options, MIP or a Qualified IPO;</li> <li>2. Negative pledge, including (a) a covenant restricting the grant by the Borrower and the Guarantors of liens other than those in existence as of the Effective Date and (b) a covenant restricting the Borrower’s and Guarantor’s ability to enter into any agreement that contains limitations on the Borrower’s or Guarantor’s ability to grant liens, unless such agreement is approved by the Reorganized Homex Board of Directors;</li> <li>3. Debt incurrence, other than the New Adamantine Revolver, the New Banamex Bridge Facility, the Infonavit Infrastructure Facility, the other Reactivated Bridge Loans and new bridge loan facilities approved by the Reorganized Homex Board of Directors;</li> <li>4. Fundamental changes;</li> <li>5. Investments;</li> <li>6. Guarantees or contingent liabilities;</li> <li>7. Dividends and equity repurchases;</li> <li>8. Affiliate transactions; and</li> <li>9. Subject to any increase required to comply with the “independent” director requirements under the LMV, no increase in the size of the Reorganized Homex Board of Directors, which will be set at seven members as of the Closing Date.</li> </ol>
<b>Events of Default:</b>	Customary events of default materially consistent with similar financings in all respects acceptable to the Lenders.
<b>Change of Control:</b>	<p>A “<b>Change of Control</b>” will be deemed to have occurred if any of the following occurs:</p> <ol style="list-style-type: none"> <li>(a) any Person or Group is or becomes the beneficial owner, directly or indirectly, in the aggregate of more than 50% of the total voting power of the Reorganized Homex Common Stock (including a surviving Person, if applicable);</li> <li>(b) the individuals nominated to the Reorganized Homex Board of Directors by the Requisite Informal Committee Members and the Requisite New Money Investors cease for any reason to collectively constitute a majority of the Reorganized Homex Board of Directors then in office;</li> <li>(c) Borrower consolidates with, or merges with or into, another Person, or Borrower sells, conveys, assigns, transfers, leases or otherwise disposes of all or</li> </ol>

	<p>substantially all of the assets of Borrower, determined on a consolidated basis, to any Person, other than a transaction where the Person or Persons that, immediately prior to such transaction “beneficially owned” the outstanding voting stock of Borrower are, by virtue of such prior ownership, the “beneficial owners” in the aggregate of a majority of the total voting power of the then outstanding voting stock of the surviving or transferee Person (or if such surviving or transferee Person is a direct or indirect wholly-owned subsidiary of another Person, such Person who is the ultimate parent entity); or</p> <p>(d) the approval by the holders of Reorganized Homex Common Stock of any plan or proposal for the liquidation or dissolution of Borrower.</p> <p>For purposes of this definition:</p> <p>(x) “beneficial owner” shall have the meaning specified in Rules 13d-3 and 13d-5 under the Exchange Act, except that any Person or Group shall be deemed to have “beneficial ownership” of all securities that such Person or Group has the right to acquire, whether such right is exercisable immediately, only after the passage of time or upon the occurrence of a subsequent condition;</p> <p>(y) “Person” and “Group” shall have the meanings for “person” and “group” as used in Sections 13(d) and 14(d) of the Exchange Act; and</p> <p>(z) any Person or Group shall be deemed to beneficially own any voting stock of a corporation held by any other corporation (the “parent corporation”) so long as such Person or Group, as the case may be, beneficially owns, directly or indirectly, in the aggregate at least 50% of the voting power of the voting stock of the parent corporation and no other Person or Group beneficially owns an equal or greater amount of the voting stock of the parent corporation.</p>
<p><b><i>Transferability:</i></b></p>	<p>The New Convertible Loan will be freely assignable other than to (i) Competitors, (ii) any member of the De Nicolas or any affiliate of any member of the De Nicolas family and (iii) the Borrower, any Guarantor or any of their respective affiliates, and subject to participation, in each case in whole or in part, subject only to compliance with applicable law. For purposes hereof, “<b><i>Competitors</i></b>” means any person that is a direct competitor of Homex or its subsidiaries in the residential construction industry, including GEO, Urbi, Javer, Ara, Sare and Vinte; <u>provided</u> that, in connection with any assignment or participation, any assignee or participant with respect to such proposed assignment or participation that is an investment bank, a commercial bank, a finance company, a fund, or other person which owns a majority of the outstanding equity interests in, or otherwise controls, any such direct competitor shall also be deemed to be a direct competitor for the purposes of this definition.</p>
<p><b><i>Amendment, Modification and Waiver:</i></b></p>	<p>The definitive document evidencing the New Convertible Loan may not be amended or modified, and no agreement, covenant, condition or provision therein may be waived, without the consent of Lenders having or holding, in the aggregate, a majority of the outstanding principal amount of the New Convertible Loan;</p>



	<p><u>provided, further</u>, that the principal amount, interest rate, payment dates, Maturity Date, currency of payment, conversion rate, conversion timing and related provisions of the definitive documents evidencing the New Convertible Loan may not be amended or modified, and no agreement, covenant, condition or provision therein may be waived, without the consent of each affected Lender.</p>
<b><i>Governing Law</i></b>	<p>Laws of Mexico. Without limiting the foregoing, the New Convertible Loan shall be characterized as “<i>Obligaciones Convertibles</i>” under applicable Mexican law (“<i>Ley de Titulos y Operaciones de Credito</i>”); <u>provided</u> that, notwithstanding the foregoing, the New Convertible Loan will only be offered to the Lenders (or its authorized assignees) in connection with the Restructuring and the implementation of the Plan.</p>
<b><i>Jurisdiction</i></b>	<p>Any proceeding against, arising out of or relating to New Convertible Loan facility will be brought solely and exclusively in any Federal Court located in Mexico City (<i>Distrito Federal</i>). A final judgment (subject to any appeals therefrom) in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of Borrower and each of the Lenders will irrevocably submit to the exclusive jurisdiction of such courts in respect of any proceeding arising out of or relating to the New Convertible Loan facility, and will irrevocably and unconditionally waive, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of or relating to New Convertible Loan facility. Each of Borrower and each of the Lenders will irrevocably waive, to the fullest extent it may legally and effectively do so, (a) the defense of an inconvenient forum to the maintenance of such proceeding in any Federal Court located in Mexico City and (b) its right to the jurisdiction of any other court as a result of such person’s or entity’s present or future address or for any other reason.</p>
<b><i>Definitive Documents</i></b>	<p>The forms of the definitive documents will be in all respects acceptable to the Requisite New Money Investors and reasonably acceptable to each New Money Investor.</p>