

SECURITIES AND EXCHANGE COMMISSION

FORM 18-K/A

Annual report for foreign governments and political subdivisions [amend]

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UNITED MEXICAN STATES

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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 18-K/A

AMENDMENT NO. 3

For Foreign Governments and Political Subdivisions Thereof

ANNUAL REPORT

of the

UNITED MEXICAN STATES

(Name of Registrant)

Date of end of last fiscal year: December 31, 2011

SECURITIES REGISTERED*

(As of the close of the fiscal year)

Title of Issues	Amount as to which registration is effective	Names of exchanges on which registered
N/A	N/A	N/A

Name and address of person authorized to receive notices and communications from
the Securities and Exchange Commission:

Donald J. Puglisi
Puglisi & Associates
850 Library Avenue, Suite 204
Newark, Delaware 19711

Copies to:

Carmen A. Corrales
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006

* The Registrant is filing this annual report on a voluntary basis.

This amendment to the annual report of the United Mexican States on Form 18-K for the year ended December 31, 2011 comprises:

(a) Pages numbered 1 to 4 consecutively.

(b) The following exhibits:

Exhibit 1: Form of Sub-Authorization Certificate for U.S. \$1,500,000,000 of 4.750% Global Notes due 2044

Exhibit 2: Terms Agreement, dated January 7, 2013, between the United Mexican States and the Managers, relating to 4.750% Global Notes due 2044

Exhibit 3: Names and Addresses of the Managers

Exhibit 4: Opinion of Cleary Gottlieb Steen and Hamilton LLP with respect to U.S. \$1,500,000,000 of 4.750% Global Notes due 2044

This amendment to the annual report is filed subject to the Instructions for Form 18-K for Foreign Governments and Political Subdivisions thereof.

SIGNATURE PAGE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant, the United Mexican States, has duly caused this annual report or amendment thereto to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mexico, Federal District, Mexico on the 10th day of January, 2013.

By: /s/ ALEJANDRO DÍAZ DE LEÓN CARRILLO

Name: Alejandro Díaz de León Carrillo

Title: Deputy Undersecretary for Public Credit
of the Ministry of Finance and Public
Credit

EXHIBIT INDEX

- Exhibit 1: Form of Sub-Authorization Certificate for U.S. \$1,500,000,000 of 4.750% Global Notes due 2044
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UNITED MEXICAN STATES

Sub-Authorization Certificate

This Sub-Authorization Certificate is provided (i) in accordance with the Authorization Certificate dated December 20, 2012 (the “Authorization Certificate”) executed and delivered on behalf of the United Mexican States (“Mexico”) pursuant to Section 1(b) of the Fiscal Agency Agreement dated as of September 1, 1992, as amended by Amendment No. 1 thereto, dated as of November 28, 1995 and by Amendment No. 2 thereto, dated as of March 3, 2003 (the “Fiscal Agency Agreement”) between Mexico and Citibank, N.A. establishing under the Fiscal Agency Agreement a Series of Securities (the “Notes”) designated as Global Medium-Term Notes, Series A, Due Nine Months or More from Date of Issue and (ii) in connection with the proposed issuance by Mexico of U.S. \$1,500,000,000 aggregate principal amount of its 4.750% Global Notes due 2044 (the “Offered Notes”).

Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Fiscal Agency Agreement, in the prospectus supplement dated December 20, 2012 relating to the Notes (the “Prospectus Supplement”), in the related prospectus dated December 20, 2012 relating to Debt Securities and Warrants of Mexico (the “Prospectus”) or in the pricing supplement dated January 7, 2013 relating to the Offered Notes (the “Pricing Supplement”). A copy of each of the Prospectus, Prospectus Supplement and Pricing Supplement is attached hereto as Annex A.

I, Victor Manuel Mastache Villalobos, Deputy Director General of Legal Procedures of Credit of the Ministry of Finance and Public Credit of Mexico, hereby certify the authorization of the issuance of the Offered Notes in accordance with the terms set forth below.

The Offered Notes shall be sold on behalf of Mexico by the Managers named below. The Offered Notes shall be substantially in the form attached hereto as Annex B. The terms of the Offered Notes shall include the following terms which supplement, and to the extent inconsistent therewith replace, the terms of the Offered Notes set forth in the Authorization Certificate and the descriptions of the general terms and provisions of the Notes set forth in the Prospectus Supplement and of the Debt Securities set forth in the Prospectus, to which terms and descriptions reference is hereby made:

Principal Amount:	U.S. \$1,500,000,000
Issue Price:	109.615%, plus accrued interest from September 8, 2012
Issue Date:	January 10, 2013
Pricing Date:	January 7, 2013
Maturity Date:	March 8, 2044

Specified Currency:	U.S. dollars
Authorized Denominations:	U.S. \$2,000 and integral multiples thereof
Form:	<p>The Offered Notes shall be issued in fully registered form only, without coupons.</p> <p>The Offered Notes will be issued in book-entry form, represented by one or more global securities (each, a “<u>Global Security</u>”) registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York for the accounts of its participants (including Euroclear Bank S.A./N.V. and Clearstream Banking, S.A.). Interests in the Global Securities will not, except in very limited circumstances, be exchangeable for certificated notes.</p>
Interest Rate:	4.750% per annum, accruing from September 8, 2012
Interest Payment Dates:	Semi-annually on March 8 and September 8 of each year, commencing on March 8, 2013, provided that if any Interest Payment Date is not a business day in any place of payment, such payment shall be made on the next succeeding business day with the same force and effect as if made on such Interest Payment Date, and no additional interest shall accrue as a result of such delayed payment.
Principal Amount Payable at Maturity:	100%
Regular Record Dates:	The March 1 or September 1 of each year preceding the relevant Interest Payment Date
Fungibility:	The Offered Notes will be consolidated and form a single series with, and be fully fungible with, Mexico’s outstanding U.S. \$2,963,324,000 4.750% Global Notes due 2044 (CUSIP: 91086QBB3 / ISIN: US91086QBB32).
Optional Redemption:	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Mexico will have the right at its option, upon giving not less than 30 days’ notice, to redeem the Offered Notes, in whole or in part, at any time or from time to time prior to their maturity, at a redemption price equal to the principal amount thereof, plus the Make-Whole Amount (as defined below), plus accrued interest on the principal amount of the Offered Notes to the date of redemption. “<u>Make-Whole Amount</u>” means the excess of (i) the sum of the present values of each remaining scheduled payment of principal and interest on the Offered Notes (exclusive of interest accrued to the date of redemption), discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points over (ii) the principal amount of such Offered Notes.</p>

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

“Comparable Treasury Issue” means the United States Treasury security or securities selected by an Independent Investment Banker (as defined below) as having an actual or interpolated maturity comparable to the remaining term of the Offered Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of investment grade debt securities of a comparable maturity to the remaining term of the Offered Notes.

“Independent Investment Banker” means one of the Reference Treasury Dealers (as defined below) appointed by Mexico.

“Comparable Treasury Price” means, with respect to any redemption date, (i) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (ii) if Mexico obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“Reference Treasury Dealer” means each of Citigroup Global Markets Inc., HSBC Securities (USA) Inc., Barclays Capital Inc., J.P. Morgan Securities LLC or their respective affiliates which are primary United States government securities dealers and their respective successors, and two other Primary Treasury Dealers (as below defined) selected by Mexico; *provided* that if any of the foregoing shall cease to be a primary United States government securities dealer in the City of New York (a “Primary Treasury Dealer”), Mexico will substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by Mexico, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to Mexico by such Reference Treasury Dealer at 3:30 pm New York time on the third business day preceding such redemption date.

Optional Repayment: Yes No

Indexed Note: Yes No

Foreign Currency Note: Yes No

Managers: Barclays Capital Inc.
J.P. Morgan Securities LLC

Purchase Price: 109.415%, plus accrued interest from September 8, 2012

Closing Date and Time: 10:00 a.m. (New York time) on January 10, 2013

Place of Delivery of Offered Notes: The closing shall be held at the New York office of Cleary Gottlieb Steen & Hamilton LLP.

Method of Payment: Wire transfer of immediately available funds to an account designated by Mexico

Listing: Mexico will apply to list the Offered Notes on the Luxembourg Stock Exchange.

Trading:	Mexico will apply to have the Offered Notes admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange.
CUSIP:	91086QBB3
ISIN No.:	US91086QBB32
Common Code:	075647727
Fiscal Agent, Principal Paying Agent, Transfer Agent, Registrar and Authenticating Agent:	Citibank, N.A.
Luxembourg Listing Agent, Paying Agent and Transfer Agent:	KBL European Private Bankers S.A.
Further Issues:	Mexico may, without consent of the holders, issue additional notes that may form a single series with the outstanding Existing Notes and Offered Notes, <u>provided</u> that such additional notes do not have, for purposes of U.S. federal income taxation, a greater amount of original issue discount than the Existing Notes and Offered Notes have as of the date of the issue of such additional notes.
Additional Provisions:	The Offered Notes will be Collective Action Securities (as defined in the Fiscal Agency Agreement). The Offered Notes will have the provisions regarding (i) acceleration and rescission, (ii) meetings of holders and (iii) amendments, modifications and waivers, described in the Prospectus and set forth in the form of the Offered Notes and Section 14 of the Fiscal Agency Agreement.

THIS SUB-AUTHORIZATION CERTIFICATE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT WITH RESPECT TO ITS AUTHORIZATION AND EXECUTION BY MEXICO, WHICH SHALL BE GOVERNED BY THE LAWS OF MEXICO.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Sub-Authorization Certificate as of the 10th day of January, 2013.

Victor Manuel Mastache Villalobos
Deputy Director General of Legal Procedures of
Credit of the Ministry of Finance and Public Credit

[Prospectus, Prospectus Supplement and Pricing Supplement to be attached.]

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE UNITED MEXICAN STATES OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. (“CEDE”) OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE, AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE FISCAL AGENCY AGREEMENT AND THE AUTHORIZATION CERTIFICATE REFERRED TO ON THE REVERSE HEREOF.

UNITED MEXICAN STATES

Global Medium-Term Notes, Series A Due Nine Months or More from Date of Issue

4.750% Global Notes due 2044

No. R-[-] U.S. \$500,000,000

CUSIP No.: 91086QBB3

ISIN No.: US91086QBB32

Common Code: 075647727

Issue Date: January 10, 2013

Maturity Date: March 8, 2044

Specified Currency: U.S. dollars

Authorized Denominations: U.S. \$2,000 and integral multiples thereof

Form: Book-Entry Bearer
 Certificated Registered

Interest Rate: 4.750% per annum, accruing from September 8, 2012

Interest Payment Dates: Semi-annually on March 8 and September 8 of each year, commencing on March 8, 2013

Regular Record Dates: March 1 or September 1 of each year preceding the relevant Interest Payment Date

Optional Redemption: Yes No

Mexico will have the right at its option, upon giving not less than 30 days' notice to the Holders, to redeem the Notes, in whole or in part, at any time or from time to time prior to their maturity, at a redemption price equal to the principal amount thereof, plus the Make-Whole Amount (as defined in the Terms and Conditions of the Notes), plus accrued interest on the principal amount of the Notes to the date of redemption.

Optional Repayment: Yes No

Indexed Note: Yes No

Foreign Currency Note: Yes No

Original Issue Discount Note: Yes No

Listing: Luxembourg Stock Exchange

Trading: Euro MTF Market, the alternative market of the Luxembourg Stock Exchange

Fiscal Agent, Principal Paying Agent,
Calculation Agent, Transfer Agent,
Registrar and Authenticating Agent: Citibank, N.A.

Luxembourg Paying Agent and Transfer
Agent: KBL European Private Bankers S.A.

The UNITED MEXICAN STATES (“Mexico”), for value received, hereby promises to pay to CEDE & CO., or registered assigns, on the Maturity Date shown above upon presentation and surrender hereof, the principal amount of Five Hundred Million United States Dollars (U.S. \$500,000,000), and to pay accrued interest, if any, on such principal amount from September 8, 2012 semi-annually in arrears on March 8 and September 8 of each year commencing on March 8, 2013 at the rate of 4.750% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months, until said principal amount is paid or duly provided for. Each payment of interest in respect of an Interest Payment Date shall include interest accrued from and including September 8, 2012, or from and including the last Interest Payment Date to which interest has been paid or duly provided for to, but excluding, such Interest Payment Date, and payments of interest at the Maturity Date or upon earlier redemption or repayment shall include interest accrued to, but excluding, the Maturity Date or the date of redemption or repayment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shown above will, as provided in the Fiscal Agency Agreement referred to in the Terms and Conditions of the Notes attached hereto (the “Terms”), be paid to the person in whose name this Note (or one or more predecessor Notes) is registered (the “Holder”) at the close of business on the March 1 or September 1 (whether or not a Business Day) immediately preceding such Interest Payment Date (each, a “Regular Record Date”) and, in the case of interest payable on the Maturity Date, to the same person to whom the principal hereof is payable. Any such interest not so punctually paid or duly provided for (“Defaulted Interest”) shall forthwith cease to be payable to said person on such Regular Record Date, and may be paid to the person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on a date (a “Special Record Date”) for the payment of such Defaulted Interest to be fixed by Mexico, notice whereof shall be given to the Holder hereof not less than ten days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Note may be listed, and upon such notice as may be required by such exchange.

For purposes of this Note, “Business Day” means any day that is not a Saturday or Sunday and is not a legal holiday or a day on which banking institutions are authorized or required by law, regulation or executive order to close in The City of New York. If any payment of principal, premium, if any, or interest is required to be made in respect of this Note on any Interest Payment Date, the Maturity Date or upon earlier redemption or repayment and the date fixed for such payment is not a Business Day, such payment will be made on the next succeeding Business Day with the same force and effect as if made on such date.

If any payment required to be made in respect of this Note falls on a day that is not a business day in the relevant place of payment, such payment will be made on the next succeeding business day in such place of payment. No additional interest will accrue as a result of any such delayed payment pursuant to this paragraph.

This Note may be listed on the Luxembourg Stock Exchange and traded on the Euro MTF Market, the alternative market of the Luxembourg Stock Exchange. If and so long as this Note is listed on such Exchange and required by the rules thereof, Mexico will maintain a Paying Agent and a Transfer Agent with an office in Luxembourg (initially, in both cases, KBL European Private Bankers S.A.).

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH IN THE TERMS, AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Note shall not be valid or obligatory for any purpose until this Note has been authenticated by Citibank, N.A., or its successor, as Fiscal Agent.

IN WITNESS WHEREOF, Mexico has caused this Note to be duly executed.

Dated: January 10, 2013

UNITED MEXICAN STATES

By _____
Alejandro Díaz de León Carrillo
Deputy Undersecretary for Public Credit of the
Ministry of Finance and Public Credit

By _____
Irene Espinosa Cantellano
Treasurer of the Federation

CERTIFICATE OF AUTHENTICATION

This is one of the Debt Securities issued under the within-mentioned Fiscal Agency Agreement.

CITIBANK, N.A.,
as Fiscal Agent

By _____
AUTHORIZED SIGNATORY

TERMS AND CONDITIONS OF THE NOTES

1. General. (a) This Note is one of a duly authorized series of debt securities of Mexico designated as its 4.750% Global Notes due 2044 (the “Notes”) issued pursuant to the Fiscal Agency Agreement dated as of September 1, 1992, as amended by Amendment No. 1 thereto dated as of November 28, 1995 and Amendment No. 2 thereto dated as of March 3, 2003, as the same may be further amended from time to time (the “Fiscal Agency Agreement”) between Mexico and Citibank, N.A., as fiscal agent (the “Fiscal Agent”, which term includes any successor fiscal agent under the Fiscal Agency Agreement), to which Fiscal Agency Agreement and all fiscal agency agreements and authorizations supplemental thereto (including the Sub-Authorization Certificate dated as of January 10, 2013 (the “Authorization Certificate”) establishing the terms of the Notes) reference is hereby made for a description of the respective rights, limitations of rights, obligations, duties and immunities thereunder of the Fiscal Agent, Mexico and the holders of the Notes (the “Holders”). This Note is a further issuance of, will be consolidated to form a single series with, and will be fully fungible with, Mexico’s outstanding 4.750% Global Notes due 2044, U.S. \$2,963,324,000 principal amount of which was issued prior to the date hereof. This further issuance is initially limited to the aggregate principal amount of U.S. \$1,500,000,000. The Notes are limited in aggregate principal amount to U.S. \$4,463,324,000, subject to increase as provided in paragraph 13 below. Copies of the Fiscal Agency Agreement are on file and available for inspection at the corporate trust office of the Fiscal Agent in the Borough of Manhattan, The City of New York and, so long as the Notes are listed on the Luxembourg Stock Exchange and such Exchange shall so require, at the office of the Paying Agent in Luxembourg. All terms used in this Note which are defined in the Fiscal Agency Agreement shall have the meanings assigned to them in the Fiscal Agency Agreement. This Note is issued under the Fiscal Agency Agreement and designated as “Global Medium-Term Notes, Series A” of Mexico, initially limited to an aggregate principal amount of U.S. \$110,000,000,000 or the equivalent thereof in other currencies or currency units, subject to reduction at the option of Mexico, including as a result of the sale of other debt securities of Mexico. Each Note will be denominated in U.S. dollars or in such other currency or currency unit (the “Specified Currency”) as set forth on the face hereof. The U.S. dollar equivalent of any Note denominated in a Specified Currency other than U.S. dollars (a “Foreign Currency Note”) will be determined by the Exchange Rate Agent (which agent, unless otherwise provided on the face hereof, shall be Citibank, N.A.) on the basis of the noon buying rate for cable transfers in the relevant foreign currency in The City of New York as certified for customs purposes by the Federal Reserve Bank of New York for such Specified Currency on the applicable issue date.

(b) The Notes are issuable in fully registered form only, without coupons. Each Note will be issued in book-entry form represented by one or more global Notes (each, a “Global Note”) registered in the name of a nominee of DTC or another depositary (each, a “Depositary”) for the accounts of its participants. A Global Note may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by any such nominee to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor of the Depositary or a nominee of such successor. So long as the Depositary or its nominee is the registered owner of a Global Note, the Depositary or such nominee, as the case may be, will be considered the sole owner or Holder of the Notes represented by such Global Note for all purposes under the Fiscal Agency Agreement. Except in the limited circumstances described herein, owners of beneficial interests in the Global Notes will not be entitled to have Notes registered in their names, will not receive or be entitled to receive Notes in definitive form (“Certificated Notes”) and will not be considered Holders thereof under the Fiscal Agency Agreement.

(c) Except as described in this paragraph, Certificated Notes will not be issued in exchange for beneficial interests in the Global Notes. If DTC is at any time unwilling or unable to continue as depository or is ineligible to act as depository in connection with the Global Notes, and a successor depository is not appointed by Mexico within 90 days after Mexico is notified by DTC or becomes aware of such condition, Mexico will issue Certificated Notes in exchange for the Global Notes. In addition, Mexico may at any time and in its sole discretion determine not to have any of the Notes represented by the Global Notes, and in such event, will issue Certificated Notes in exchange for the Global Notes representing such Notes. In such event, such Certificated Notes will be issued only in fully registered form without coupons in denominations of U.S. \$2,000 and integral multiples thereof.

2. Payments and Paying Agents. (a) Principal of and any premium and interest on this Note shall be payable in U.S. dollars.

(b) Mexico will, through its Paying Agent, make payments of principal of, premium, if any, and interest on this Note by wire transfer to the Depository or to its nominee or common depository as the registered owner of the Notes, which will receive the funds for distribution to the Holders. Neither Mexico nor the Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. If Certificated Notes are issued under the circumstances described in Section 1(c), payments of principal of, premium, if any, and interest on each Certificated Note payable on the Maturity Date or upon earlier redemption or repayment will be payable in immediately available funds to the person in whose name such Note is registered on the Maturity Date, upon presentation and surrender of the Note at the corporate trust office of the principal Paying Agent or, subject to applicable laws and regulations, at the office of any other Paying Agent that Mexico appoints pursuant to the Fiscal Agency Agreement. Interest on each Certificated Note (other than interest payable on the Maturity Date or upon earlier redemption or repayment) will be payable to the person in whose name such Note is registered at the close of business on the Regular Record Date or Special Record Date, as the case may be, for the relevant Interest Payment Date. Payment of interest on each Certificated Note will be made (i) by check mailed to the Holder of each Note at such Holder's registered address or (ii) upon application of any Holder of at least \$10,000,000 principal amount (or its equivalent in other currencies or currency units) of Notes to the Paying Agent not later than the relevant Regular Record Date or Special Record Date, as the case may be, prior to the applicable payment date providing (A) notice of such Holder's election to receive such payment by wire transfer and (B) wire transfer instructions to an account maintained by such Holder, by transfer of immediately available funds.

(c) Mexico agrees that so long as any of the Notes are outstanding, it will maintain a Paying Agent and Transfer Agent in a principal city in Europe for payment on the Notes (which will be Luxembourg so long as the Notes are listed on the Luxembourg Stock Exchange, and traded on the Euro MTF Market, and the rules of such Exchange so require), a registrar having a specified office in The City of New York and a Paying Agent having a specified office in The City of New York. Mexico has initially appointed Citibank, N.A., and KBL European Private Bankers S.A. as Paying Agents and Transfer Agents for the Notes. Subject to the foregoing, Mexico shall have the right at any time to terminate any such appointment and to appoint any other Paying Agents or Transfer Agents in such other places as it may deem appropriate upon notice in accordance with Section 12 below.

(d) Any moneys held by the Fiscal Agent in respect of the Notes remaining unclaimed for two years after such amounts shall have become due and payable shall be returned by the Fiscal Agent to Mexico upon Mexico's written request and the Holders of such Notes shall thereafter look only to Mexico for any payment to which such Holders may be entitled. Claims against Mexico for the payment of principal, premium, if any, and interest will become void unless made within five years after the payment first became due (or such shorter period as shall be prescribed by applicable law).

3. Redemption. The Notes will be redeemable at the option of Mexico prior to the Maturity Date. Mexico will have the right at its option, upon giving not less than 30 days' notice to the Holders, to redeem the Notes, in whole or in part, at any time or from time to time prior to the Maturity Date, at a redemption price equal to the principal amount thereof, plus the Make-Whole Amount (as defined below), plus accrued interest on the principal amount of the Notes to be redeemed to the date of redemption specified in such notice (the "Redemption Date"). "Make-Whole Amount" means the excess of (i) the sum of the present values of each remaining scheduled payment of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points over (ii) the principal amount of such Notes. "Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue (as defined below), assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. "Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker (as defined below) as having an actual or interpolated maturity most comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of investment grade debt securities of a comparable maturity to the remaining term of such Notes. "Independent Investment Banker" means one of the Reference Treasury Dealers (as defined below) appointed by Mexico. "Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of the Reference Treasury Dealer Quotations (as defined below) for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (ii) if Mexico obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations. "Reference Treasury Dealer" means each of Citigroup Global Markets Inc., HSBC Securities (USA) Inc., Barclays Capital Inc., J.P. Morgan Securities LLC or their respective affiliates, which are primary United States government securities dealers, and their respective successors, and two other Primary Treasury Dealers (as below defined) selected by Mexico; provided that if any of the foregoing shall cease to be a primary United States government securities dealer in The City of New York (a "Primary Treasury Dealer"), Mexico will substitute therefor another Primary Treasury Dealer. "Reference

Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by Mexico, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to Mexico by such Reference Treasury Dealer at 3:30 p.m. New York time, on the third Business Day preceding such Redemption Date. If this Note is redeemed only in part, a new Note or Notes for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof. If less than all Notes having the same terms (except as to principal amount and date of issuance) are to be redeemed, the Notes to be redeemed shall be selected by the Fiscal Agent by such method as the Fiscal Agent shall deem fair and appropriate. Unless otherwise specified on the face hereof, this Note will not be entitled to the benefit of a sinking fund.

4. Early Repayment. Unless otherwise specified and subject to the terms set forth on the face hereof, this Note will not be repayable prior to the Maturity Date at the option of the Holder hereof.

5. Purchase of the Notes by Mexico. Mexico may at any time purchase or acquire any of the Notes at any price in the open market or otherwise. Notes so purchased by Mexico may, at Mexico’s discretion, be held, resold (subject to compliance with applicable securities and tax laws) or surrendered to the Fiscal Agent for cancellation.

6. Additional Amounts. (a) The payment by Mexico of principal of, premium, if any, and interest on the Notes will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by Mexico, any political subdivision thereof or any taxing authority in Mexico. If Mexico is required by law to make any such withholding or deduction, it will pay such additional amounts (“Additional Amounts”) as may be necessary in order to ensure that the net amounts receivable by the Holders after such withholding or deduction shall equal the respective amounts of principal, premium, if any, and interest that would have been receivable in respect of the Notes in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable with respect to any Note to or on behalf of a Holder who is liable for taxes or duties in respect of such Note (i) by reason of such Holder having some connection with Mexico other than the mere holding of such Note or the receipt of principal of, premium, if any, or interest on any Note; (ii) in the case of Registered Notes, by reason of the failure to comply with any reasonable certification, identification, documentation or other reporting or registration requirement, concerning the nationality, residence, identity or connection with Mexico, or any political subdivision or taxing authority thereof or therein, of the Holder of a Note or any interest therein or rights in respect thereof, if compliance is required by applicable law, regulation, administrative practice or any treaty in effect, as a precondition to exemption from, or reduction in the rate of, deduction or withholding; or (iii) by reason of the failure of such Holder to present such Holder’s Note for payment within 30 days after the principal of, premium, if any, or interest on any Note is first made available for payment to the Holder.

(b) Whenever in this Note there is mentioned, in any context, the payment of the principal of, premium, if any, or interest on any Note, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof and express mention of the payment of Additional Amounts (if applicable) in any provisions hereof shall not be construed as excluding Additional Amounts in those provisions hereof where such express mention is not made.

7. Ranking, Status and Negative Pledge. (a) The Notes will be direct, general and unconditional Public External Indebtedness of Mexico and will rank *pari passu*, without any preference among themselves, with all other unsecured and unsubordinated obligations of Mexico, present and future, relating to Public External Indebtedness. Mexico has pledged its full faith and credit for the due and punctual payment of principal of, interest on, and premium, if any, on the Notes.

(b) Mexico undertakes that so long as any of the Notes remain outstanding, it will not create or permit to subsist any Security Interest (as defined below) in the whole or any part of its present or future revenues or assets to secure Public External Indebtedness of Mexico, unless the Notes are secured equally and ratably with such Public External Indebtedness; provided, however, that Mexico may create or permit to subsist:

(i) Security Interests created prior to December 3, 1993;

(ii) Security Interests securing Public External Indebtedness incurred in connection with a Project Financing (as defined below), provided that the Security Interest is solely in assets or revenues of the project for which the Project Financing was incurred;

(iii) Security Interests securing Public External Indebtedness which (A) is issued by Mexico in exchange for debt of Mexican public sector bodies (other than Mexico) and (B) is in an aggregate principal amount outstanding (with debt denominated in currencies other than U.S. dollars expressed in U.S. dollars based on rates of exchange prevailing at the date such debt was incurred) that does not exceed \$29 billion; and

(iv) Security Interests securing Public External Indebtedness incurred or assumed by Mexico to finance or refinance the acquisition of the assets in which such Security Interest has been created or permitted to subsist.

(c) For the purposes of this Section 7 and Section 8, the following terms shall have the meanings specified below:

(i) “Public External Indebtedness” means any Public Indebtedness that is payable by its terms or at the option of its holder in any currency other than the currency of Mexico (other than any such Public Indebtedness that is originally issued or incurred within Mexico). For this purpose, settlement of original issuance by delivery of Public Indebtedness (or the instruments evidencing such Public Indebtedness) within Mexico shall be deemed to be original issuance within Mexico;

(ii) “Public Indebtedness” means any payment obligation, including any contingent liability, of any person arising from bonds, debentures, notes or other securities that (A) are, or were intended at the time of issuance to be, quoted, listed or traded on any securities exchange or other securities market (including, without limiting the generality of the foregoing, securities eligible for resale pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (or any successor law or regulation of similar effect)) and (B) have an original maturity of more than one year or are combined with a commitment so that the original maturity of one year or less may be extended at the option of Mexico to a period in excess of one year;

(iii) “Project Financing” means any financing of all or part of the costs of the acquisition, construction or development of any project if the person or persons providing such financing (A) expressly agree to limit their recourse to the project financed and the revenues derived from such project as the principal source of repayment for the moneys advanced and (B) have been provided with a feasibility study prepared by competent independent experts on the basis of which it was reasonable to conclude that such project would generate sufficient foreign currency income to service substantially all Public External Indebtedness incurred in connection with such project; and

(iv) “Security Interest” means any lien, pledge, mortgage, security interest or other encumbrance.

8. Events of Default. Each of the following events will constitute an “Event of Default” under the Notes: (a) the failure of Mexico to pay when due any principal of, premium, if any, or interest on any Note if such failure shall continue unremedied for a period of 30 days; or (b) the failure of Mexico to perform any other obligation under the Notes if such failure shall continue unremedied for a period of 30 days after written notice requiring the same to be remedied shall have been given to Mexico at the office of the Fiscal Agent by the Holder of any Note; or (c) acceleration of an aggregate principal amount of Public External Indebtedness of Mexico in excess of \$10,000,000 (or its equivalent in any other currency) by reason of an event of default (however described) resulting from the failure of Mexico to make any payment of principal or interest thereunder when due; or (d) the failure to make any payment in respect of Public External Indebtedness of Mexico in an aggregate principal amount in excess of \$10,000,000 (or its equivalent in any other currency) when due and the continuance of such failure for a period of 30 days after written notice requiring the same to be remedied shall have been given to Mexico at the office of the Fiscal Agent by the Holder of any Note; or (e) the declaration by Mexico of a moratorium with respect to the payment of principal of or interest on Public External Indebtedness of Mexico. Upon the occurrence and during the continuance of an Event of Default, then, and in every such case, the Fiscal Agent shall, upon the instruction of the Holders of not less than 25% of the aggregate principal amount of the Notes Outstanding (as defined in the Fiscal Agency Agreement) at that time, by written demand given to Mexico with a copy to the Fiscal Agent, declare all the Notes to be, and the principal amount of all the Notes and the accrued interest thereon shall thereupon become, immediately due and payable, unless prior to receipt of such demand by Mexico all such Events of Default shall have been cured, waived or otherwise remedied. If any and all existing Events of Default hereunder shall have been cured, waived or otherwise remedied as provided herein, then, and in every such case, the Holders of more than 50% of the aggregate principal amount of the Notes Outstanding at that

time, by written notice to Mexico and to the Fiscal Agent as set forth in the Fiscal Agency Agreement, by written consent or by a vote at meeting held in accordance with Section 11, may, on behalf of all the Holders, rescind and annul any prior declaration of the acceleration of the principal of and interest accrued on the Notes and its consequences, but no such rescission and annulment shall extend to or affect any subsequent default, or shall impair any right consequent thereon.

9. Replacement. (a) If this Note shall at any time become mutilated or be defaced, destroyed, lost or stolen and this Note or evidence of the loss, theft or destruction hereof (together with such indemnity to save Mexico, the Fiscal Agent and any other agent harmless, and such other documents or proof as may be required by Mexico or the Fiscal Agent) is delivered to the principal corporate trust office of the Fiscal Agent, then, in the absence of notice to Mexico or the Fiscal Agent that this Note has been acquired by a bona fide purchaser, Mexico shall execute and, upon its request, the Fiscal Agent shall authenticate and deliver a new Note of like tenor and principal amount (but with a different serial number) in exchange for, or in lieu of, this Note and/or a new coupon or coupons in lieu of the coupon or coupons appertaining hereto, if any. All expenses and reasonable charges associated with procuring such indemnity and with the preparation, authentication and delivery of a new Note shall be borne by the Holder of this Note. Prior to the issuance of any substitute Note, Mexico may require the payment of a sum sufficient to cover any stamp or other tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Fiscal Agent connected therewith). If any Note that has matured or is about to mature shall become mutilated or defaced or be apparently destroyed, lost or stolen, Mexico may pay or authorize payment of the same without issuing a substitute Note. The issuance of a new Note in lieu of any mutilated, destroyed, stolen or lost Note shall constitute an original additional contractual obligation of Mexico, whether or not the mutilated, destroyed, stolen or lost Note shall be at any time enforceable by anyone. Any new Note issued pursuant to this paragraph shall be dated the date of its authentication.

10. Exchange and Transfer. (a) Upon the terms and subject to the conditions set forth in the Fiscal Agency Agreement and the Authorization Certificate, a Note or Notes may be exchanged for a Note or Notes of equal aggregate principal amount in the same or different authorized denominations as may be requested by the Holder, by surrender of such Note or Notes at the office of the Fiscal Agent, or at the office of any Transfer Agent, together with a written request for the exchange.

(b) Unless this Note has been issued in book-entry form, as provided in the Fiscal Agency Agreement and subject to certain limitations therein set forth, the transfer of this Note is registrable on the Fiscal Agent's register, upon surrender of this Note for registration of transfer at the corporate trust department of the Fiscal Agent in The City of New York or at the office of any Transfer Agent, duly endorsed by, or accompanied by a written instrument of transfer in a form satisfactory to Mexico and the Fiscal Agent, executed by the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon Mexico shall execute and the Fiscal Agent shall authenticate and deliver one or more new Notes dated the date of authentication thereof, in authorized denominations and having the same aggregate principal amount, to the designated transferee or transferees.

(c) No service charge will be imposed upon the Holder of a Note in connection with exchanges for Notes of a different denomination or for registration of transfers thereof, but Mexico may charge the party requesting any registration of transfer, exchange or registration of Notes a sum sufficient to reimburse it for any stamp or other tax or other governmental charge required to be paid in connection with such transfer, exchange or registration.

(d) Prior to due presentment of this Note for registration of transfer, Mexico or the Fiscal Agent may treat the Holder of this Note as the owner of this Note for all purposes, whether or not this Note shall be overdue, and neither Mexico nor the Fiscal Agent shall be affected by notice to the contrary.

11. Modifications, Amendments and Waivers. As provided in the Fiscal Agency Agreement, Mexico and the Fiscal Agent may, (a) with the consent of the Holders at a meeting duly called and held as specified in the Fiscal Agency Agreement, upon the affirmative vote, in person or by proxy thereunto duly authorized in writing, of the Holders of not less than 66-2/3% in aggregate principal amount of the Notes then Outstanding represented at such meeting, or (b) with the written consent of the Holders of not less than 66-2/3% in aggregate principal amount of the Notes then Outstanding, modify, amend or supplement the Terms or, insofar as respects the Notes, the Fiscal Agency Agreement, in any way, and such Holders may make, take or give any request, demand, authorization, direction, notice, consent, waiver or other action provided by the Fiscal Agency Agreement or the Notes to be made, given or taken by the Holders; provided, however, that no such action may, without the consent of the Holders of not less than 75% of the aggregate principal amount of the Notes then Outstanding, voting at a meeting or by written consent, (i) change the due date for the payment of the principal of, premium, if any, or any installment of interest on any Note, (ii) reduce the principal amount of any Note, the portion of such principal amount that is payable upon acceleration of the maturity of such Note, the interest rate thereon or any premium payable upon redemption thereof, (iii) change the coin or currency in which or the required places at which payment with respect to interest, any premium or principal in respect of the Notes is payable, (iv) shorten the period during which Mexico is not permitted to redeem Notes, or permit Mexico to redeem Notes if, prior to such action, Mexico is not permitted to do so, (v) reduce the proportion of the principal amount of the Notes the vote or consent of the Holders of which is necessary to modify, amend or supplement the Fiscal Agency Agreement or the Terms or to make, take or give any request, demand, authorization, direction, notice, consent, waiver or other action provided hereby or thereby to be made, taken or given, or change the definition of "Outstanding" with respect to the Notes, (vi) change the obligation of Mexico to pay any Additional Amounts, (vii) change Section 7(a) or Section 15, (viii) change the courts to the jurisdiction of which Mexico has submitted, Mexico's obligation to appoint and maintain an agent for service of process in the Borough of Manhattan, The City of New York or Mexico's waiver of immunity, in respect of actions or proceedings brought by any holder based upon the Notes as set forth in the Fiscal Agency Agreement, or (ix) in connection with an exchange offer for the Notes, amend the definition of "Events of Default." In addition, the Fiscal Agency Agreement permits Mexico and the Fiscal Agent, without the consent of any Holders of Notes, to amend the Fiscal Agency Agreement or the Notes for the purpose of (i) adding to the covenants of Mexico for the benefit of the Holders of Notes, (ii) surrendering any right or power conferred upon Mexico, (iii) securing the Notes pursuant to the requirements of the Notes or otherwise, (iv) curing any ambiguity, or curing, correcting or supplementing any defective provision contained in the Notes or the Fiscal Agency Agreement or (v) amending the Fiscal Agency Agreement or the Notes in any manner which Mexico and the Fiscal Agent may determine and which shall not be inconsistent with the Notes and shall not adversely affect the interest of any Holder of Notes.

12. Notices. Notices to Holders of the Notes will be given by mail to their respective addresses appearing in the register maintained by the Fiscal Agent. In addition, if and for so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of such Exchange so require, such notices will be published in a leading newspaper of general circulation in Luxembourg. If publication as aforesaid is not practicable, such notices will be validly given if made in accordance with the rules of the Luxembourg Stock Exchange. Any such notice shall be deemed to have been given on the later of the date of such publication and the fourth calendar day after the date of mailing.

13. Further Issues. Mexico may, from time to time, without the consent of the Holders, create and issue additional notes having terms and conditions the same as the Notes, or the same except for the amount of the first payment of interest, which additional notes may be consolidated and form a single series with the outstanding Notes; provided that such additional notes do not have, for purposes of U.S. federal income taxation, a greater amount of original issue discount than the Notes have as of the date of the issue of such additional notes.

14. Obligation Absolute. No reference herein to the Fiscal Agency Agreement and no provision of this Note or of the Fiscal Agency Agreement shall alter or impair the obligation of Mexico, which is absolute and unconditional, to pay principal of and any premium, if any, and interest on this Note at the time and place, and in the coin or currency, herein prescribed.

15. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, EXCEPT THAT ALL MATTERS RELATING TO THE AUTHORIZATION AND EXECUTION HEREOF BY MEXICO SHALL BE GOVERNED BY THE LAW OF MEXICO.

16. Due Authorization. Mexico hereby certifies and declares that all acts, conditions and things required to be done and performed and to have happened precedent to the creation and issuance of the Notes, and to constitute the same valid obligations of Mexico in accordance with their terms, have been done and performed and have happened in due and strict compliance with the applicable laws of Mexico.

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

please print or typewrite name and address including postal zip code of assignee

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Note on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the written instrument in every particular, without alteration or enlargement or any change whatever.

R-10

UNITED MEXICAN STATES

**Global Medium-Term Notes, Series A
Due Nine Months or More from the Date of Issue**

U.S. \$1,500,000,000 4.750% GLOBAL NOTES DUE 2044

January 7, 2013

Secretaría de Hacienda y Crédito Público
Unidad de Crédito Público
Insurgentes Sur 1971, Torre III, Piso 7
Col. Guadalupe Inn
Delegación Álvaro Obregón
01020 México, D.F.
México

Subject in all respects to the terms and conditions contained in the Amended and Restated Selling Agency Agreement dated December 20, 2012 (the "Selling Agency Agreement"), between the United Mexican States ("Mexico") and Citigroup Global Markets Inc., Citigroup Global Markets Limited, Credit Suisse Securities (USA) LLC, Credit Suisse Securities (Europe) Limited, Goldman, Sachs & Co., Goldman Sachs International, J.P. Morgan Securities LLC, J.P. Morgan Securities plc, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch International, Morgan Stanley & Co. LLC, Morgan Stanley & Co. International plc, UBS Securities LLC and UBS Limited, as agents (the "Agents"), and as modified by the terms and conditions hereof, the undersigned (the "Managers") severally and not jointly agree to purchase, and Mexico agrees to sell, the principal amount set forth in Annex I hereto of 4.750% Global Notes due 2044 (the "Notes") of Mexico, having the terms set forth in the Pricing Supplement dated the date hereof attached hereto as Annex II (the "Pricing Supplement"), and the Purchase Price set forth in the Pricing Supplement and described herein under "Payment" below. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Pricing Supplement and the Selling Agency Agreement. All of the provisions of the Selling Agency Agreement are incorporated herein by reference, as modified by the additional terms set forth below:

Closing Date and Time: January 10, 2013, 10:00 a.m., New York City time

Payment: The Managers will pay or cause to be paid to Mexico the Purchase Price for the Notes (being the aggregate amount payable for the Notes calculated at the Issue Price, plus accrued interest on the Notes from the date specified for such Notes in the Pricing Supplement, less the discount for the Notes specified in the Pricing Supplement). Such payment shall be made in U.S. dollars in immediately available funds to an account designated by Mexico.

Place of Delivery of Notes: The closing shall be held at the New York office of Cleary Gottlieb Steen & Hamilton LLP.

Reopening: The Notes will be consolidated and form a single series with, and be fully fungible with, Mexico' s outstanding U.S. \$2,963,324,000 4.750% Global Notes due 2044 (CUSIP: 91086QBB3 / ISIN: US91086QBB32).

Period during which additional Notes may not be sold pursuant to Section 4(u) of the Selling Agency Agreement: None

Force Majeure Provision: Section 9(b)(i) of the Selling Agency Agreement
 Section 9(b)(ii) of the Selling Agency Agreement

Stabilization: The Managers, for their own account (or in the United Kingdom, for the account of Barclays Bank PLC) may, to the extent permitted by applicable laws, over-allot or effect transactions in the open market or otherwise in connection with the distribution of the Notes with a view to stabilizing or maintaining the market price of the Notes at levels other than those which might otherwise prevail in the open market, but in doing so the Managers shall act as principal and not as agent of Mexico. Such transactions, if commenced, may be discontinued at any time. As between Mexico and the Managers, any loss resulting from stabilization shall be borne, and any profit arising therefrom shall be retained, by the Managers.

Expenses:

The Managers have agreed to pay certain of Mexico's expenses as set out in a letter to be dated the date hereof and signed by Mexico and the Managers.

Additional Representations and
Warranties of Mexico:

(1) For the purposes of this Agreement, the "Time of Sale" means 3:15 p.m., New York City time, on January 7, 2013. The prospectus dated December 20, 2012 (the "Basic Prospectus"), as amended and supplemented by the prospectus supplement dated December 20, 2012 (the "Prospectus Supplement") and as further amended and supplemented by the information under the heading "Description of the Notes" in the pricing supplement dated March 5, 2012, is hereinafter called the "Pricing Prospectus" and the Basic Prospectus, as amended and supplemented by the Prospectus Supplement and the final pricing supplement dated January 7, 2013, as filed with the Commission pursuant to Rule 424(b)(2), is hereinafter referred to as the "Prospectus." The Pricing Prospectus, considered together with each Issuer Free Writing Prospectus listed in Exhibit A hereto, as of the Time of Sale (collectively, the "Time of Sale Information"), does not or will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed in Exhibit A hereto did not or will not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus; provided, however, that the representations and warranties in this paragraph (1) shall not apply to statements in or omissions from any such document made in reliance upon and in conformity with information furnished in writing to Mexico by the Managers expressly for use therein.

(2) (i) At the earliest time after the filing of the Registration Statement (or the most recent post-effective amendment thereto) that Mexico or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Securities Act) and (ii) as of the date hereof, Mexico was not and is not an "ineligible issuer" (as defined in Rule 405 under the Securities Act), without taking into account any determination by the Commission pursuant to Rule 405 that it is not necessary that Mexico be considered an "ineligible issuer."

(3) Exhibit A hereto is a complete list of any Issuer Free Writing Prospectuses relating to the Notes for which Mexico has received the consent of the Managers.

Other Provisions:

None.

Section 15 of the Selling Agency Agreement (relating to the submission to the jurisdiction of any state or federal court in the Borough of Manhattan in The City of New York by the parties thereto) is incorporated by reference herein, except that all references therein to “this Agreement” shall be deemed references to this Terms Agreement.

In addition, Mexico acknowledges and agrees that: (i) the purchase and sale of the Notes pursuant to this Terms Agreement, including the determination of the offering price of the Notes and the underwriting discount, is an arm’s-length commercial transaction between Mexico, on the one hand, and the Managers, on the other hand, and Mexico is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Terms Agreement; (ii) in connection with the transactions contemplated hereby and the process leading to such transaction each Manager is, has been, and will be acting solely as a principal and is not the financial advisor or fiduciary of Mexico, or its affiliates, creditors or employees or any other party; (iii) no Manager has assumed or will assume an advisory or fiduciary responsibility in favor of Mexico with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether such Manager has advised or is currently advising Mexico on other matters); and (iv) the Managers and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Mexico, and the Managers have no obligation to disclose any of such interests by virtue of any advisory or fiduciary relationship.

This Terms Agreement supersedes all prior agreements and understandings (whether written or oral) between Mexico and the Managers, or any of them, with respect to the subject matter hereof. Mexico hereby waives and releases, to the fullest extent permitted by law, any claims that Mexico may have against the Managers with respect to any breach or alleged breach of fiduciary duty relating to the transactions contemplated by this Terms Agreement.

THIS TERMS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, EXCEPT THAT ALL MATTERS GOVERNING AUTHORIZATION AND EXECUTION OF THIS AGREEMENT BY MEXICO SHALL BE GOVERNED BY THE LAW OF MEXICO.

This Terms Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

BARCLAYS CAPITAL INC.

By: /s/ MONICA HANSON

Name: Monica Hanson

Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/ CARLOS ASPILLAGA

Name: Carlos Aspillaga

Title: Executive Director

Accepted:

UNITED MEXICAN STATES

By: /s/ ALEJANDRO DÍAZ DE LEÓN CARRILLO

Name: Alejandro Díaz de León Carrillo

Title: Deputy Undersecretary for Public Credit
of the Ministry of Finance and Public
Credit

<u>Managers</u>	<u>Principal Amount of Notes to be Purchased</u>
Barclays Capital Inc.	U.S. \$750,000,000
J.P. Morgan Securities LLC	U.S. \$750,000,000
Total:	<u>U.S. \$1,500,000,000</u>

Pricing Supplement, dated January 7, 2013

Issuer Free Writing Prospectuses

1. Issuer Free Writing Prospectus to be filed with the Commission on January 8, 2013, in the form set forth in Exhibit B hereto.

Filed pursuant to Rule 433
Registration Statement Nos. 333-179186
333-183038
333-185462
January 7, 2013

United Mexican States
Final Terms and Conditions
4.750% Global Notes due 2044

Issuer: United Mexican States

Transaction: Re-opening of 4.750% Global Notes due 2044 (the “Notes”)

Issue Currency: U.S. dollars

Issue Size: U.S. \$1,500,000,000 (brings total size to U.S. \$4,463,324,000)

Ratings: [Insert Ratings] *

Maturity Date: March 8, 2044

Pricing Date: January 7, 2013

Settlement Date: January 10, 2013 (T+3)

Coupon: 4.750%

Re-offer price: 109.615%, plus accrued interest from September 8, 2012

Yield: 4.194%

Interest Payment Dates: March 8 and September 8 of each year

Fungibility: The Notes will be consolidated and form a single series with, and be fully fungible with, Mexico’ s outstanding U.S. \$2,963,324,000 4.750% Global Notes due 2044 (CUSIP 91086QBB3 / ISIN US91086QBB32).

Optional Redemption:	Make-Whole Call at Treasuries +25 bps (at any time, from time to time prior to maturity upon giving no less than 30 days' notice)
Denominations:	U.S. \$2,000 and integral multiples thereof
Day Count:	30/360
Underwriter Discount:	0.20%
Listing:	Luxembourg Stock Exchange - Euro MTF Market Luxembourg
CUSIP/ISIN:	91086QBB3 / US91086QBB32
Joint Bookrunners	Barclays Capital Inc. (50%)
/Allocation:	J.P. Morgan Securities LLC (50%)

* Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time. Each securities rating should be evaluated independent of each other securities rating.

A prospectus supplement and prospectus of Mexico, each dated December 20, 2012, accompany this free-writing prospectus and are available from the Securities and Exchange Commission's website at <http://www.sec.gov/Archives/edgar/data/101368/000119312512510641/d452184d424b2.htm>. A pricing supplement, dated March 5, 2012, containing a description of the Notes, is available from the Securities and Exchange Commission's website at <http://www.sec.gov/Archives/edgar/data/101368/000119312512101458/d312363d424b2.htm>.

Mexico's annual report on Form 18-K for the fiscal year ended December 31, 2011 is available from the Securities and Exchange Commission's website at <http://www.sec.gov/Archives/edgar/data/101368/000119312512437075/d429436d18k.htm>; <http://www.sec.gov/Archives/edgar/data/101368/000119312512437075/d429436dex99d.htm>; and <http://www.sec.gov/Archives/edgar/data/101368/000119312512437075/d429436dex99e.htm>.

Amendments to Mexico's annual report on Form 18-K/A for the fiscal year ended December 31, 2011, including each of Mexico's recent developments sections, is available from the Securities and Exchange Commission's website at <http://www.sec.gov/Archives/edgar/data/101368/000119312512510630/d457274d18ka.htm>; and <http://www.sec.gov/Archives/edgar/data/101368/000119312512510630/d457274dex1.htm>; for Amendment No. 1 filed with the Commission on December 20, 2012; and <http://www.sec.gov/Archives/edgar/data/101368/000119312513004529/d463112d18ka.htm>; and <http://www.sec.gov/Archives/edgar/data/101368/000119312513004529/d463112dex1.htm>; for Amendment No. 2 filed with the Commission on January 7, 2013.

Supplemental Risk Factor Disclosure

The following risk factor supplements the information contained under “Risk Factors”, in the prospectus supplement, dated December 20, 2012, relating to the Notes.

Recent federal court decisions in New York create uncertainty regarding the meaning of ranking provisions and could potentially reduce or hinder the ability of sovereign issuers to restructure their debt

In ongoing litigation in federal courts in New York captioned *NML Capital, Ltd. v. Republic of Argentina*, the U.S. Court of Appeals for the Second Circuit has ruled that the ranking clause in bonds issued by Argentina prevents Argentina from making payments in respect of the bonds unless it makes *pro rata* payments on defaulted debt that ranks *pari passu* with the performing bonds. The judgment has been appealed.

We cannot predict when or in what form a final appellate decision will be granted. Depending on the scope of the final decision, a final decision that requires ratable payments could potentially hinder or impede future sovereign debt restructurings and distressed debt management unless sovereign issuers obtain the requisite bondholder consents pursuant to a collective action clause, if applicable, in their debt, such as the collective action clause contained in the Notes. See “Description of the Securities—Meetings, Amendments and Waivers” in the prospectus, dated December 20, 2012, relating to the Notes. Mexico cannot predict whether or in what manner the courts will resolve this dispute or how any such judgment will be applied or implemented.

* * *

The issuer has filed a registration statement (including a prospectus) with the Securities and Exchange Commission for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the Securities and Exchange Commission for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the Web site of the Securities and Exchange Commission at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Barclays Capital Inc. toll free at 1-888-603-5847 or J.P. Morgan Securities LLC at 1-866-846-2874 or 1-212-834-5402 from outside the U.S.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

Names and Addresses of the Managers

Barclays Capital Inc.
745 Seventh Avenue
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January 10, 2013

United Mexican States
 Ministry of Finance and Public Credit
 Insurgentes Sur 1971, Torre III, Piso 7
 Col. Guadalupe Inn
 Delegación Álvaro Obregón
 01020 Mexico, D.F.
 Mexico

Ladies and Gentlemen:

We have acted as special United States counsel to the United Mexican States (“Mexico”) in connection with Mexico’ s offering, pursuant to registration statements (Nos. 333-179186, 333-183038 and 333-185462) filed with the Securities and Exchange Commission (the “Commission”) under Schedule B of the Securities Act of 1933, as amended (the “Securities Act”), of U.S. \$1,500,000,000 aggregate principal amount of Mexico’ s 4.750% Global Notes due 2044 (the “Notes”) to be issued pursuant to a fiscal agency agreement dated as of September 1, 1992, as amended by Amendment No. 1 thereto dated as of November 28, 1995 and by Amendment No. 2 thereto dated as of March 3, 2003 (the “Fiscal Agency Agreement”), between Mexico and Citibank, N.A., as fiscal agent, principal paying agent and registrar (the “Fiscal Agent”). Such registration statements, as amended as of January 7, 2013, the date on which the most recent Amendment to Annual Report on Form 18-K/A was filed as an amendment to such registration statements, but excluding the documents incorporated by reference therein, are herein called the “Registration Statements”; the related prospectus dated December 20, 2012 and prospectus supplement dated December 20, 2012, as filed with the Commission pursuant to Rule 424(b) under the Securities Act, but excluding the documents incorporated by reference therein, are herein called the “Base Prospectus” and “Prospectus Supplement,” respectively; and the related pricing supplement dated January 7, 2013, as filed with the Commission pursuant to Rule 424(b) under the Securities Act, but excluding the documents incorporated by reference therein, is herein called the “Final Pricing Supplement.” The Base Prospectus, the Prospectus Supplement and the Final Pricing Supplement together are herein called the “Final Prospectus.”

CLEARY GOTTlieb STEEN & HAMILTON LLP OR AN AFFILIATED ENTITY HAS AN OFFICE IN EACH OF THE CITIES LISTED ABOVE.

In arriving at the opinion expressed below, we have reviewed the following documents:

- (a) the Registration Statements and the Final Prospectus;
- (b) an executed copy of the Fiscal Agency Agreement;
- (c) executed copies of the Authorization Certificate, dated as of December 20, 2012 (the "Authorization Certificate"), and the Sub-Authorization Certificate, dated as of January 10, 2013 (the "Sub-Authorization Certificate"), pursuant to which the terms of the Notes were established; the Authorization Certificate and the Sub-Authorization Certificate are herein collectively referred to as the "Authorizations"); and
- (d) a facsimile copy of the Notes in global form as executed by Mexico.

In addition, we have examined and relied on the originals or copies certified or otherwise identified to our satisfaction of all such other documents and certificates of public officials of Mexico, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinion expressed below.

In rendering the opinion expressed below, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. In addition, we have assumed and have not verified (i) the accuracy as to factual matters of each document we have reviewed and (ii) that the Notes have been duly authenticated in accordance with the terms of the Fiscal Agency Agreement.

Based on the foregoing and subject to the further assumptions and qualifications set forth below, it is our opinion that the Notes are valid, binding and enforceable obligations of Mexico.

In giving the foregoing opinion, (a) we have assumed that each of Mexico and the Fiscal Agent has satisfied those legal requirements that are applicable to it to the extent necessary to make the Fiscal Agency Agreement and the Notes enforceable against the parties thereto (except that no such assumption is made as to Mexico regarding matters of the federal law of the United States of America or the law of the State of New York that in our experience normally would be applicable with respect to the Fiscal Agency Agreement or the Notes), (b) such opinion is subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity and (c) such opinion is subject to the effect of judicial application of foreign laws or foreign governmental actions affecting creditors' rights. In addition, we note that (i) the enforceability in the United States of the waiver by Mexico of its immunities from court jurisdiction and from legal process, as set forth in the Fiscal Agency Agreement and the Notes, is subject to the limitations imposed by the United States Foreign Sovereign Immunities Act of 1976 and (ii) the designation in Section 12 of the Fiscal Agency Agreement of the U.S. federal courts sitting in The City of New York as a venue for actions or proceedings relating to the Fiscal Agency Agreement and the Notes is (notwithstanding the waiver in or pursuant to Section 12 of the Fiscal Agency Agreement) subject to the power of such courts to transfer actions pursuant to 28 U.S.C. § 1404(a) or to dismiss such actions or proceedings on the grounds that such federal court is an inconvenient forum for such action or proceeding.

The foregoing opinion is limited to the federal law of the United States of America and the law of the State of New York.

We hereby consent to the filing of this opinion as an exhibit to Amendment No. 3 to Mexico' s Annual Report on Form 18-K for its Fiscal Year ended December 31, 2011 and to the references to us under the heading "Validity of the Securities" in the Base Prospectus. In giving such consent, we do not thereby admit that we are experts with respect to any part of the Registration Statement, including this exhibit, within the meaning of the term "expert" as used in the Securities Act, or the rules and regulations of the Commission issued thereunder. We assume no obligation to advise you, or to make any investigations, as to any legal developments or factual matters arising subsequent to the date hereof that might affect the opinion expressed herein.

Very truly yours,

CLEARY GOTTlieb STEEN & HAMILTON LLP

By /s/ CARMEN A. CORRALES
Carmen A. Corrales, a Partner