Luxembourg Listing Prospectus

GILDEMEISTER

Automotores Gildemeister S.A.

$300,000,000

6.750% Senior Notes due 2023

Issue Price: 100.000%

Interest payable January 15 and July 15 of each year, commencing July 15, 2013

We are offering $300,000,000 principal amount of 6.750% Senior Notes due 2023 (the "Notes").

The Notes will mature on January 15, 2023. Interest will accrue on the Notes from January 15, 2013, and the first interest payment date will be July 15, 2013.

We may redeem some or all of the Notes at any time, in whole or in part, at a price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest and additional amounts, if any, to the redemption date, plus a "make-whole" premium. We may redeem all or part of the Notes on or after January 15, 2018 at the redemption prices set forth herein plus accrued and unpaid interest and additional amounts, if any, to the redemption date. At any time prior to January 15, 2016, we may also redeem up to 35% of the aggregate initial principal amount of the Notes using the proceeds of certain equity offerings at the redemption price of 106.750% of the principal amount plus accrued and unpaid interest and additional amounts, if any, to the redemption date. We may also redeem the Notes, at any time, upon the occurrence of specified events relating to Chilean tax law, as set forth in this Luxembourg listing prospectus. See "*Description of the Notes—Optional Redemption upon a Tax Event*." Payments in respect of the Notes may be subject to withholding or deduction for or on account of, taxes imposed by Chile or any jurisdiction through which payment is made. Subject to certain exceptions, we will pay such additional amounts as will result in the receipt by holders of such amounts as would have been received had no such withholding or deduction been required. See "*Description of the Notes—Additional Amounts*." We must offer to purchase Notes if we experience specific kinds of changes of control or sell assets under certain circumstances.

The Notes will rank equally with all of our existing and future unsecured and unsubordinated debt, rank senior to all our existing and future subordinated debt and junior to all of our existing and future secured debt to the extent of the value of the assets securing such debt. The Notes will be guaranteed by all of our existing wholly-owned Chilean subsidiaries and by all of the wholly-owned Chilean subsidiaries we acquire or create in the future. On the issue date, our only guarantor is Marc Leasing S.A. The Notes will be structurally subordinated in right of payment to all existing and future obligations of our subsidiaries that do not guarantee the Notes.

Application has been made to list the Notes on the Luxembourg Stock Exchange and trade the Notes on the Euro MTF market. This Luxembourg listing prospectus constitutes a prospectus of the Luxembourg Law, dated July 10, 2005 on Prospectuses for Securities.

See "*Risk Factors*" beginning on page 24 for a discussion of certain risks that you should consider in connection with an investment in the Notes.

Neither the Notes nor the guarantee have been nor will be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any other place. We are offering the Notes only to qualified institutional buyers under Rule 144A under the Securities Act and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act. For further details about eligible offerees and resale restrictions, see "*Notice to Investors*." ANY OFFER OR SALE OF THE NOTES IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA WHICH HAS IMPLEMENTED DIRECTIVE 2003/71/EC (THE "PROSPECTUS DIRECTIVE") MUST BE ADDRESSED TO QUALIFIED INVESTORS (AS DEFINED IN THE PROSPECTUS DIRECTIVE).

The Notes were delivered to investors in book-entry form through The Depository Trust Company ("DTC"), and through Clearstream Banking, *société anonyme* ("Clearstream") and Euroclear Company S.A./N.V. ("Euroclear"), as DTC participants, on January 15, 2013.

Sole Book-Running Manager

J.P. Morgan

March 27, 2013

Neither we nor the initial purchaser have authorized anyone to provide you with any information other than that contained in this Luxembourg listing prospectus. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We and the initial purchaser are offering to sell the Notes only in places where offers and sales are permitted. You should not assume that the information contained in this Luxembourg listing prospectus is accurate as of any date other than the date on the front cover of this Luxembourg listing prospectus.

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This Luxembourg listing prospectus is a document that we are providing only to prospective purchasers of the Notes. You should read this Luxembourg listing prospectus before making a decision whether to purchase any Notes. You must not:

- **use this Luxembourg listing prospectus, or the information it contains, for any other purpose; or**
- **disclose any information in this Luxembourg listing prospectus to any other person.**

We have prepared this Luxembourg listing prospectus and we are solely responsible for its contents. You are responsible for making your own examination of us and your own assessment of the merits and risks of investing in the Notes. You may contact us if you need any additional information. By purchasing any Notes, you will be deemed to have acknowledged that:

- **you have reviewed this Luxembourg listing prospectus;**
- **you have had an opportunity to request any additional information that you need from us; and**
- **the initial purchaser is not responsible for, and is not making any representation to you concerning, our future performance or the accuracy or completeness of this Luxembourg listing prospectus.**

We are not providing you with any legal, business, tax or other advice in this Luxembourg listing prospectus. You should consult with your own advisors as needed to assist you in making your investment decision and to advise you whether you are legally permitted to purchase Notes in this offering.

You must comply with all laws that apply to you in any place in which you buy, offer or sell any Notes or possess this Luxembourg listing prospectus. You must also obtain any consents or approvals that you need in order to purchase any Notes. We and the initial purchaser are not responsible for your compliance with these legal requirements.

We are offering the Notes offered hereby in reliance on exemptions from the registration requirements of the Securities Act of 1933, as amended, or the Securities Act, and applicable state securities laws. These exemptions apply to offers and sales of securities that do not involve a public offering. The Notes have not been recommended by any federal, state or foreign securities authorities and no such authority has determined that this Luxembourg listing prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The Notes are subject to restrictions on resale and transfer as described under "Notice to Investors." By purchasing any Notes, you will be deemed to have represented, acknowledged and agreed to all the provisions contained in that section of this Luxembourg listing prospectus. You may be required to bear the financial risks of investing in the Notes for an indefinite period of time.

Unless otherwise indicated or the context otherwise requires, all references in this Luxembourg listing prospectus to "Gildemeister", "Company", "we", "our", "ours", "us" or similar terms refer to Automotores Gildemeister S.A. together with its subsidiaries.

This Luxembourg listing prospectus has been prepared by Gildemeister solely for use in connection with the proposed offering of the securities described herein. This Luxembourg listing prospectus is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire securities. We and the initial purchaser reserve the right to reject for any reason any offer to purchase any of the Notes.

This Luxembourg listing prospectus may only be used for the purposes of this offering.

The initial purchaser makes no representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this Luxembourg listing prospectus. Nothing contained in this Luxembourg listing prospectus is, or shall be relied upon as, a promise or representation by the initial purchaser as to the past or future. Gildemeister has furnished the information contained in this Luxembourg listing prospectus. The initial purchaser has not independently verified any of the information contained herein (financial, legal or otherwise) and assume no responsibility for the accuracy or completeness of any such information.

Neither the United States Securities and Exchange Commission ("SEC"), any state securities commission nor any other U.S. regulatory authority has approved or disapproved the securities nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Luxembourg listing prospectus. Any representation to the contrary is a criminal offense.

In making an investment decision, prospective investors must rely on their own examination of Gildemeister and the terms of the offering, including the merits and risks involved. Prospective investors should not construe anything in this Luxembourg listing prospectus as legal, business or tax advice. Each prospective investor should consult its own advisors as needed to make its investment decision and to determine whether it is legally permitted to purchase the securities under applicable legal investment or similar laws or regulations. Investors should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time.

This Luxembourg listing prospectus contains summaries believed to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to herein will be made available to prospective investors upon request to Gildemeister or the initial purchaser, and at the office of the Luxembourg paying agent.

You must (1) comply with all applicable laws and regulations in force in any jurisdiction in connection with the possession or distribution of this Luxembourg listing prospectus and the purchase, offer or sale of the Notes and (2) obtain any consent, approval or permission required to be obtained by you for the purchase, offer or sale by you of the Notes under the laws and regulations applicable to you in force in any jurisdiction to which you are subject or in which you make such purchases, offers or sales; neither we nor the initial purchaser shall have any responsibility therefor. See "*Notice to Investors*" for information concerning some of the transfer restrictions applicable to the Notes.

You acknowledge that:

- you have been afforded an opportunity to request from us, and to review, all additional information considered by you to be necessary to verify the accuracy of, or to supplement, the information contained in this Luxembourg listing prospectus;

- you have not relied on the initial purchaser or any person affiliated with the initial purchaser in connection with your investigation of the accuracy of such information or your investment decision; and

- no person has been authorized to give any information or to make any representation concerning us or the Notes, other than as contained in this Luxembourg listing prospectus and, if given or made, any such other information or representation should not be relied upon as having been authorized by us or the initial purchaser.

See "*Risk Factors*" on page 24 for a description of certain factors relating to an investment in the Notes.

U.S. Circular 230 Notice

All discussions of U.S. federal tax considerations in this document have been written to support the marketing of the Notes. Such discussions were not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding U.S. federal tax penalties. Investors should consult their own tax advisors in determining the tax consequences to them of holding the Notes, including the application to their particular situation of the U.S. federal tax considerations discussed below, as well as the application of state, local, foreign, or other tax laws.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, OR THE RSA, WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

PRESENTATION OF FINANCIAL INFORMATION

General

We are a Chilean *sociedad anónima* and maintain our financial books and records in Chilean pesos ("Ch$") and prepare our financial statements in accordance with generally accepted accounting principles in Chile ("Chilean GAAP"). The generally accepted accounting principles in Chile differ in certain significant respects from International Financial Reporting Standards ("IFRS"). We have made no attempt to quantify these differences. See Appendix A for a description of the main differences between Chilean GAAP and IFRS. Investors should consult their professional advisors for a more detailed understanding of the differences between Chilean GAAP and IFRS. All of our Audited Consolidated Annual Financial Statements (as defined herein) have been translated into English.

This Luxembourg listing prospectus includes: (i) our audited consolidated financial statements as of December 31, 2010 and 2011 and for the years ending December 31, 2009, 2010 and 2011, which we refer to as the "Audited Consolidated Annual Financial Statements"; (ii) our unaudited interim consolidated financial statements as of September 30, 2012 and for the nine months ended September 30, 2011 and 2012, which we refer to as the "Unaudited Interim Consolidated Financial Statements" and together with the Audited Consolidated Annual Financial Statements, our "Consolidated Financial Statements"; and (iii) the audited financial statements (in Spanish) as of December 31, 2010 and 2011 and for the years ending December 31, 2010 and 2011 of Marc Leasing, S.A. This Luxembourg listing prospectus does not include our audited consolidated financial statements as of and for the year ending December 31, 2008.

Restatement of Prior Years

For comparative purposes, the financial information in and derived from the audited consolidated financial statements as of and for the year ending December 31, 2008 and the Audited Consolidated Annual Financial Statements for the years ending December 31, 2009 and 2010 and at December 31, 2010 has been restated in terms of Chilean pesos as of December 31, 2011. The financial information in and derived from the Unaudited Interim Consolidated Financial Statements for the nine months ending September 30, 2011 has been restated in Chilean pesos as of September 30, 2012.

Financial Information from Peruvian Operations

Financial information for Peru has been derived from the audited consolidated annual financial statements of Automotores Gildemeister Peru S.A. (the "Peruvian Audited Consolidated Annual Financial Statements") and the unaudited consolidated interim financial statements of Automotores Gildemeister Peru S.A. (the "Peruvian Unaudited Consolidated Interim Financial Statements" and together with the Peruvian Audited Consolidated Annual Financial Statements, the "Peruvian Consolidated Financial Statements"), which were initially prepared in accordance with Chilean GAAP and stated in U.S. dollars. The Peruvian Consolidated Financial Statements were then translated, in accordance with Chilean GAAP to Chilean pesos as set forth in Technical Bulletin 64 of the Chilean Institute of Accountants. Technical Bulletin 64 classifies Peru as an "unstable" country according to its guidelines and consequently requires (i) monetary assets and liabilities to be converted into U.S. dollars at the end of period exchange rate, (ii) non-monetary assets and liabilities to be converted to U.S. dollars at their historical equivalents in U.S. dollars and (iii) cash flows to be converted to U.S. dollars at the average exchange rate of the month in which they are recognized. These figures are then translated into Chilean pesos at the end-of-period exchange rate.

EBITDA

We define EBITDA as Net income plus Minority interest, Income tax, Price level restatement, Depreciation and amortization, and Financial expenses. EBITDA is not a recognized term under Chilean GAAP or IFRS and does not purport to be an alternative to net earnings as a measure of operating performance or to cash flows from operating activities as a measure of liquidity. Additionally, EBITDA is not intended to be a measure of free cash flow available for management's discretionary use, as it does not consider certain cash requirements such as interest payments, tax payments and debt service requirements. Our presentation of EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under Chilean GAAP or IFRS. Management uses EBITDA to measure and evaluate the operating performance of our core business operations. EBITDA is not calculated under Chilean GAAP or IFRS and should not be considered in isolation or as a substitute for net income, cash flows or other financial data prepared in accordance with Chilean GAAP or IFRS or as a measure of our overall profitability or liquidity.

For a reconciliation of EBITDA to net income, see "*Summary Consolidated Financial Information*."

Effect of Rounding

Certain figures included in this Luxembourg listing prospectus have been rounded for ease of presentation. Percentage figures included in this Luxembourg listing prospectus have not in all cases been calculated on the basis of such rounded figures but on the basis of such amounts prior to rounding. For this reason, certain percentage amounts in this Luxembourg listing prospectus may vary from those obtained by performing the same calculations using the figures in the Consolidated Financial Statements or the Peruvian Consolidated Financial Statements. Certain other amounts that appear in this Luxembourg listing prospectus may not sum due to rounding.

Economic and Market Data

In this Luxembourg listing prospectus, unless otherwise indicated, all macroeconomic data related to the Chilean economy is based on information published by the *Banco Central de Chile* (the Central Bank of Chile, or the "Chilean Central Bank"), and all economic data related to the Peruvian economy is based on information published by the *Banco Central de Reserva Perú* (the Central Reserve Bank of Peru, or the "Peruvian Central Bank"). Information on market share is based on information published by the *Asociación Nacional Automotriz de Chile* (the National Automotive Association of Chile, or "ANAC") and the *Asociación de Representantes Automotrices del Peru* (Association of Peruvian Automotive Representatives, or ARAPER).

Facts, forecasts and statistics in this document relating to Chile and Peru and Chile's and Peru's economies are derived from various official and other publicly available sources that we generally believe to be reliable. However, we cannot guarantee the quality and reliability of such official and other sources of materials. In addition, these facts, forecasts and statistics have not been independently verified by us and, therefore, we make no representation as to the accuracy of such facts, forecasts and statistics, which may not be consistent with other information compiled within or outside of Chile or Peru and may not be complete or up to date. We have taken reasonable care in reproducing or extracting the information from such sources. However, because of possibly flawed or ineffective methodologies underlying the published information or discrepancies between the published information and market practice and other problems, these facts, forecasts or statistics may be inaccurate and may not be comparable from period to period or to facts, forecasts or statistics produced for other economies, and you should not unduly rely upon them.

Currency

In this Luxembourg listing prospectus, references to "$", "U.S. $", "U.S. dollars" and "dollars" are to United States dollars and references to "pesos" or "Ch$" are to Chilean pesos, the legal currency of Chile. References to "UF" are references to *unidades de fomento*, an inflation-linked unit of account in Chile. References to "nuevo soles" or "P$" are to Peruvian nuevo soles, the legal currency of Peru. Percentages and certain dollar, Chilean peso, UF and Peruvian nuevo sol amounts contained herein have been rounded for ease of presentation. Unless otherwise indicated, the exchange rate used to translate peso amounts as of or for the year ended December 31, 2011 appearing in this Luxembourg listing prospectus into dollars is the exchange rate published by the Chilean Central Bank for December 31, 2011, reported on January 2, 2012, which was Ch$519.20 per U.S. $1.00 and the exchange rate used to translate UF amounts appearing in this Luxembourg listing prospectus into Chilean pesos is the exchange rate published by the Chilean Central Bank for December 31, 2011, which was Ch$22,294.03 per UF1.00. Unless otherwise indicated, the exchange rate used to translate Chilean peso amounts as of or for the nine months ended September 30, 2012 appearing in this Luxembourg listing prospectus into dollars is the exchange rate published by the Chilean Central Bank for September 30, 2012, reported on October 1, 2012, which was Ch$473.77 per U.S. $1.00 and the exchange rate used to translate UF amounts appearing in this Luxembourg listing prospectus into Chilean pesos is the exchange rate published by the Chilean Central Bank for September 30, 2012, which was Ch$22,591.05 per UF1.00. For reference only, on January 31, 2013, the exchange rate published by the Chilean Central Bank to translate Chilean peso amounts into dollars was Ch$471.40 per U.S. $1.00. These translations should not be construed as representations that the peso amounts actually represent such dollar or UF amounts or could be converted into dollars of UFs at the rates indicated or at any other rate. See "*Exchange Rates*."

All Chilean peso amounts stated in this Luxembourg listing prospectus for periods ending December 31, 2009, 2010 and 2011, unless otherwise indicated, are stated in constant Chilean pesos as of December 31, 2011, and all Chilean peso amounts stated in this Luxembourg listing prospectus for periods ending September 30, 2011 and 2012, unless otherwise indicated, are stated in constant Chilean pesos as of September 30, 2012. The rates of inflation used to calculate constant Chilean pesos for each period are calculated from December 1 in the immediately preceding year to November 30 in the stated year, based on statistics from the Chilean National Statistics Institute (*Instituto Nacional de Estadisticas*). These rates were 3.9% for 2011, 2.5% for 2010, (2.3%) for 2009 and 2.6% for the twelve months ended September 30, 2012.

The translation of amounts expressed in constant or nominal pesos as of a certain date to the then prevailing exchange rate may result in presentation of dollar amounts different from the dollar amounts that would have been obtained by translating constant or nominal pesos as of a different date to the exchange rate prevailing on such different date.

FORWARD-LOOKING STATEMENTS

This Luxembourg listing prospectus contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Examples of these forward-looking statements include statements regarding the intent, belief or current expectations of Gildemeister, its officers or its management with respect to:

- expectations of revenues, net income (loss), capital expenditures, dividends, capital structure, liquidity, asset portfolios or other financial items or ratios;
- statements of our plans, objectives or goals, including those relating to anticipated trends, competition, regulation and rates;
- statements about our exposure to market risks;
- statements about our future economic performance or that of Chile, Peru, Brazil or other countries in which we have investments; and
- statements of assumptions underlying these statements.

Words such as "believe", "could", "may", "will", "anticipate", "plan", "expect", "intend", "target", "estimate", "project", "potential", "predict", "forecast", "guideline", "should" and similar expressions are intended to identify forward-looking statements, but are not the exclusive means of identifying these statements.

Forward-looking statements involve inherent risks and uncertainties. We caution you that a number of important factors could cause actual results to differ materially from the plans, objectives, expectations, estimates and intentions expressed in these forward-looking statements. Factors that could cause actual results to differ materially and adversely, some of which are discussed under "Risk Factors", include, but are not limited to:

- changes in general economic, business or political or other conditions in Chile, Peru or Brazil or changes in general economic or business conditions in Latin America or globally;
- changes in capital markets in general that may affect policies or attitudes towards lending to Chile, Peru, Brazil or Chilean companies or securities issued by Chilean companies;
- inflation or deflation;
- unemployment;
- unanticipated increases in financing and other costs or the inability to obtain additional debt financing on attractive terms;
- volatility in currency exchange rates;
- movements in other rates or prices;
- changes in Chilean, Peruvian, Brazilian and other foreign laws and regulations;
- changes in taxes;

- competition, changes in competition and pricing environments;
- our inability to hedge certain risks economically;
- technological changes;
- changes in consumer spending and saving habits;
- successful implementation of new technologies;
- earthquakes, tsunamis and other natural disasters; and
- loss of market share.

You are cautioned not to place undue reliance on these forward-looking statements. The forward-looking statements contained in this document speak only as of the date of this Luxembourg listing prospectus, and we do not undertake to update any forward-looking statement to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

AVAILABLE INFORMATION

To permit compliance with Rule 144A under the Securities Act in connection with resales of the Notes, we will be required under the Indenture under which the Notes are issued (the "Indenture"), upon the request of a holder of Rule 144A Notes or Regulation S Notes (during the restricted period, as defined in the legend included under "Notice to Investors"), to furnish to such holder and any prospective purchaser designated by such holder the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request we are neither a reporting company under Section 13 or Section 15(d) of the Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

We are a corporation (*sociedad anónima*) created and organized under the laws of Chile. Substantially all of the members of our directors and executive officers and certain experts named herein reside in Chile, and all or a significant portion of our assets and the assets of such directors, executive officers and experts are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons or against us or to enforce against them in United States courts judgments predicated upon the civil liability provisions of the federal securities laws of the United States. We have been advised by our Chilean counsel, Cariola Diez Perez-Cotapos y Cia. Ltda., that no treaty exists between the United States and Chile for the reciprocal enforcement of foreign judgments. Chilean courts, however, have enforced judgments rendered in the United States by virtue of the legal principles of reciprocity and comity, subject to the review in Chile of the U.S. judgment in order to ascertain whether certain basic principles of due process and public policy have been respected without reviewing the merits of the subject matter of the case. If a U.S. court grants a final judgment, enforceability of this judgment in Chile will be subject to obtaining the relevant exequatur (i.e., recognition and enforcement of the foreign judgment) according to Chilean civil procedure law in force at that time and, consequently, subject to the satisfaction of certain factors. Currently, the most important of these factors are the existence of reciprocity, the absence of a conflicting judgment by a Chilean court relating to the same parties and arising from the same facts and circumstances, the Chilean court's determination that the U.S. courts had jurisdiction, that process was appropriately served on the defendant and that the defendant was afforded a real opportunity to appear before the court and defend its case, and that enforcement would not violate Chilean public policy. Nevertheless, we have been advised by Cariola Diez Perez-Cotapos y Cia. Ltda. that there is doubt as to the enforceability, in original actions in Chilean courts, of liabilities predicated solely upon U.S. federal securities laws and as to the enforceability in Chilean courts of judgments of U.S. courts obtained in actions predicated upon the civil liability provisions of the U.S. federal securities laws.

SUMMARY

The following summary is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Luxembourg listing prospectus. This summary may not contain all the information that may be important in deciding whether to purchase the Notes. If you are considering purchasing the Notes you should carefully review the information contained in this Luxembourg listing prospectus, including the risk factors and the financial statements appearing elsewhere herein, and the documents to which they refer before you make an investment decision. Terms not defined in this summary are defined elsewhere herein.

Overview

We are one of the largest vehicle importers and distributors in Chile and Peru with a network of 198 vehicle dealerships (92 of which are operated by us and 106 of which are independent franchises appointed and supplied by us). As of September 30, 2012, we were the third-largest vehicle distributor in Chile and the second-largest vehicle distributor in Peru as measured by number of units sold in the first nine months of 2012. During the first nine months of 2012, we sold 31,328 new vehicles in Chile, which represented a market share of 12.7%, and 20,531 new vehicles in Peru, which represented a market share of 17.0%. Since 1986, we have been the sole distributor of Hyundai passenger and light commercial vehicles in Chile and since 2002, the sole distributor of Hyundai passenger, light commercial and heavy commercial vehicles in Peru. Hyundai is the second best-selling vehicle brand in Chile and Peru as measured by number of units sold. In addition, we are the sole distributor of a number of established global vehicle brands, such as Ford, Volvo, Land Rover and Mini in Peru and Mini in Chile, and the sole distributor of rapidly-growing Chinese and Indian brands, such as Mahindra, Haima, Shenyang Brilliance (Jinbei), Zotye, Sinotruk and Keeway Motorcycles in Chile and Peru and Yuejin and Yutong buses in Chile. With these brands, we provide customers with a broad array of options, ranging from economy to luxury vehicles. In connection with the sale of new vehicles, we provide services authorized by our original equipment manufacturers ("OEMs") and OEM parts for the brands of cars that we sell, and we broker financial services through our affiliate *Sociedad de Créditos Automotrices S.A.* ("Amicar"), such as vehicle loans to purchasers of our new vehicles.

Since there are no vehicle manufacturing facilities in Chile or Peru, in these two countries all new vehicles are imported and distributed to dealerships. As vehicle importers and distributors, we are responsible for all aspects of the development and marketing of the brands we represent in the countries where we operate, including: (i) procurement of vehicles and parts, transportation, importing into our territories and delivery to retail locations; (ii) developing and managing the retail network; (iii) managing strategy and all operational aspects of the brands which we represent, including product selection, positioning and retail pricing; (iv) developing strong after-sale support for our brands; (v) developing and executing marketing and sales campaigns at both the national and local level and (vi) coordinating and arranging vehicle financing for customers throughout our retail network. We conduct all of these activities while focusing on performance and maintaining communication with the OEMs that we represent to ensure that our strategies and goals are closely aligned.

In addition, since October 2, 2012, we have begun assembling and selling vehicles in Brazil through our subsidiary Bramont (as defined herein). Bramont is the sole representative for distribution of Mahindra passenger vehicles in Brazil. During the first nine months of 2012, Bramont sold 266 vehicles in Brazil, representing a 0.01% market share. Brazil is ranked the fourth largest market in the world for the automobile industry.

Although the vehicle business is our core business, we also have a heavy machinery business, which mainly consists of importing and selling construction, agricultural and industrial heavy machinery in Chile. We sell heavy machinery through a network of 13 dealerships (all of which we own and operate). We also record a small amount of income from renting heavy machinery and selling used heavy machinery. Our portfolio of 10 brands includes products ranging from bulldozers, front-loaders and forklifts to compressors and generators.

Additionally, in April 2009 we began selling non-OEM after-market accessories, such as batteries, motor oil and car stereos, through third party retailers and through two owned stores in Santiago.

Our business has grown substantially over the past three years. Our sales increased from Ch$381,660.0 million in 2009 to Ch$534,558.4 million in 2010 as a result of increased demand for new vehicles in both Chile and Peru. In 2011, our sales increased to Ch$680,769.6 million (U.S. $1,311.2 million) due to an increase in new vehicle sales as result of increased demand in both Chile and Peru and an expansion of our dealership network in both countries. In the first nine months of 2012 our sales increased to Ch$538,164.6 million from Ch$504,886.8 million in the first nine months of 2011 primarily due to increased sales of new vehicles in both Chile and Peru, as well as increased sales of heavy machinery in Chile. Our net income increased from Ch$11,271.2 million in 2009 to Ch$33,567.4 million in 2010 and to Ch$36,937.3 million (U.S. $71.1 million) in 2011. In the first nine months of 2012 our net income increased to Ch$31,891.1 million from Ch$27,963.4 million in the first nine months of 2011. During 2011, 63.2% of our revenues came from Chile and 36.8% of our revenues came from Peru. In 2011, our EBITDA increased 49.0% from Ch$58,293.9 million in 2010 to Ch$86,867.9 million in 2011. During 2011, 63.2% of our consolidated EBITDA was generated by our Chilean operations and 36.8% was generated by our Peruvian operations. In the first nine months of 2012 our EBITDA decreased 23.3% to Ch$52,673.3 million from Ch$68,709.3 million in the first nine months of 2011.

Our Strengths

Leading brands and wide selection of vehicles. We are the sole distributor of Hyundai passenger vehicles and light commercial vehicles in Chile and Peru. Hyundai is one of the most popular brands in these markets, offering vehicles ranging from mid-range sedans to high-end sport utility vehicles (SUVs). We also are the sole distributor of Aprilia Motorcycles (of the Piaggio group), as well as Mini Coopers, the Mahindra brand from India, which includes pick-up trucks, and a range of emerging Chinese brands, such as Brilliance and Jinbei. Brilliance is one of the leading automotive manufacturers in China, and has had a joint venture with BMW to produce BMW vehicles since 2003. We believe that our portfolio of strong brands with a wide selection of models, from economy to luxury options at competitive price points will position us to benefit from the sizeable untapped market for new vehicles in both Chile and Peru.

Broad distribution network. We use our strong distribution chain to leverage the strength of our brands and the opportunities for new vehicle sales in the Chilean and Peruvian markets. In 2011, we were the third-largest vehicle distributor in Chile and the second-largest vehicle distributor in Peru measured by number of units sold, with a total of 198 vehicle dealerships in our network. We directly operate 92 flagship dealerships in the main urban areas of Chile and Peru, which we believe are some of the strongest markets within those countries, which allows us to more closely control and monitor the execution of our sales and marketing programs and other corporate strategies. In addition, we distribute vehicles to 106 franchised dealerships in Chile and Peru. These franchises complement our retail operations and expand the reach and coverage of our brands.

Focus on customer service. We believe our focus on customer interactions has been the key to our success in the vehicles retail industry. According to a recent survey by the Reputation Institute of the *Pontificia Universidad Católica de Chile* (Catholic University), we had the best reputation in Chile of any vehicle importation and distribution group. We provide training to all of our staff to ensure that all of our customers are made aware of the variety of complementary products and services that we offer, from financing and insurance brokerage services to OEM parts and post-sales service. Guided by this customer-centric principle in all aspects of our business, we have designed our operations with the aim of delivering consistent, high-quality customer service and establishing long-lasting customer relationships.

Strong, close and long-standing relationships with our OEMs. As a result of our constant focus on performance, effective communication and alignment of our objectives with those of our OEMs, we have developed very strong and long-lasting relationships with our OEMs. For instance, we have been Hyundai's sole distributor in Chile since 1986 and in Peru since 2002. In 2009, our Chilean operations received Hyundai Motor Company's award for Best Hyundai Distributor Worldwide and in 2010 our Peruvian operations received this award. In 2010, our Chilean operations received the Best Worldwide Advertising Campaign Award from Hyundai. In addition, in 2011 our Peruvian operations received Hyundai Motor Company's award for Distributor of the Year for Trucks & Buses.

Opportunities for growth. In 2009, there was only one vehicle for every 5.5 people in Chile, one vehicle for every 16.5 people in Peru and one vehicle for every 6.5 people in Brazil, compared to one vehicle for every 4.5 people in Argentina, one vehicle for every 3.6 people in Mexico and one vehicle per 1.2 people in the United States. Between 2000 and 2010 the compound annual growth rate (CAGR) of the automobile market (in terms of units) was 10.3%, 22.8% and 8.1% in Peru, Chile and Brazil, respectively. Given the strong growth in GDP and real wages, low inflation and unemployment, political stability and investments in road infrastructure in Peru, Chile and Brazil over the past five years, as well as the increased availability of consumer financing, we believe that demand for vehicles in Peru, Chile and Brazil will continue to accelerate until the level of motorization in these countries matches that of similar economies.

Insight, control and added profitability from our role as distributor. Because we are an importer and distributor in addition to being a retailer, we have control over the supply of vehicles and vehicle parts to our retail network. This allows us to establish the retail pricing strategy for our vehicles and control the design and implementation of both local and national marketing and sales strategies for our brands (within the guidelines established by our OEMs). Consequently, we are able to generate strong gross margins and operating margins. In 2009, 2010 and 2011, we recorded gross margins of 22.3%, 24.3% and 25.4%, respectively and operating margins of 6.0%, 10.1% and 11.7%, respectively. As of September 30, 2011 and 2012, we recorded gross margins of 26.3% and 23.4%, respectively, and operating margins of 12.7% and 8.7%, respectively.

Captive Audience. Hyundai provides a (i) 5-year or 100,000 kilometer warranty on vehicles sold in Chile and (ii) 3-year or, depending on certain factors, 50,000 to 200,000 kilometer warranty on vehicles sold in Peru. These warranties require that only we, as sole authorized Hyundai service representative in Chile and Peru, service and repair certain vehicle parts during the warranty period. Since customers are strongly incentivized to have their vehicles serviced by us to maintain their warranty, we are able to develop strong relationships with our customers during this period by providing for a positive customer experience and focusing on customer satisfaction. We believe that this has allowed us to retain a larger number of our customers, either because they continue to service their vehicle with us past the warranty period or because they purchase their next vehicle from us.

Our Strategy

Our goal is to strengthen our position as a leading automobile distributor and retailer in our geographic markets with excellent after-sale support. To achieve this objective, we intend to focus on the following areas:

Increase our market share. We plan to leverage our reputation as a leading vehicle distributor, our established network of owned and franchised dealerships and our marketing expertise to capitalize on the relatively low motorization rates of the Chilean and Peruvian market. We intend to aggressively market the brands that we have recently added to our portfolio, such as Mahindra, Haima and Jinbei (Brilliance), which we believe are attractive to growing market segments that are different from the target market segments for Hyundai vehicles, such as first-time purchasers of economy vehicles and purchasers of pick-up trucks. We also intend to continue taking advantage of Hyundai's strong brand reputation to maintain its position as one of the leading brands of mid-level sedans and SUVs in Chile and Peru.

Continue to develop and expand our network. We intend to continue expanding our retail network, which will support the development of our new brands and the maintenance of existing brands through sales and marketing programs. In particular, we plan to focus on opening dealerships in areas that we believe to be growing markets for particular brands within our brand portfolio. In addition we will continue to establish franchisees in markets where local knowledge is key to establishing a successful presence. This will allow us to continue increasing the recognition and awareness of our brands throughout Chile and Peru.

Focus on customer experience. We continually seek to improve our customers' experience by implementing best practices and improving quality of service. We continuously update our dealerships by implementing new guidelines and recommendations from OEMs, which we believe will make our dealerships even more user-friendly. For instance, we are currently implementing a capital improvement plan at our Hyundai dealerships to align our dealerships with Hyundai's global corporate identity. We are focused on retaining our customers, either as continuing service clients or as purchasers of new vehicles, by improving the customer experience to build loyalty. We use a state-of-the-art customer relationship management system that ensures that a customer is offered a wide range of services during each interaction with one of our dealerships and that dealership personnel follow-up with each customer to make sure that he or she is satisfied with the service we have provided.

Increase sales from brokering financing services. The availability of financing is a key driver for the growth of vehicle sales. As a result, our ability to offer brokered financial services to our customers both helps to expand the market for new vehicle sales and provides us with a second revenue stream. All of our brokered financial services in Chile are provided through Amicar, and we collect a commission for each financing placed through Amicar. In 2011, in Chile, approximately 40% of the customers in our owned dealerships obtained financing through Amicar in connection with the purchase of a new vehicle, and financing services represented approximately 2.8% of our gross profit in 2011. We plan to maintain our affiliate Amicar as the exclusive financial services provider in our dealership network in Chile, and to continue to promote the opportunity to obtain financing at our dealerships as a means of attracting more customers. In addition, although we currently broker some financing with certain banks, we are exploring opportunities to develop a more robust platform to use in brokering financing services in Peru.

Improve our cost structure. Oversight and management of our dealerships is centralized at our Santiago headquarters, which we believe is an efficient way to handle our cost structure. As our business continues to grow, we expect to continue to take advantage of economies of scale to reduce the cost of our overhead and administrative functions. In addition, a portion of the compensation paid to most of our employees is tied to performance variables such as sales or net income. We believe this structure aligns employee incentives with our goals and allows us to quickly adjust to changes in the market and reduce costs during downturns in the business cycle. During the next twenty four months, we plan on migrating our remaining portion of employees to the variable compensation model.

Introduction of New Products and Increase of Market Share in Brazil. Through our newest subsidiary Bramont, beginning in 2013 we plan to introduce several new product lines into the Brazilian market, including motorcycles and tractors. In order to introduce these new products into the marketplace, Bramont has made investments in infrastructure, as well as planned increases in overall headcount. In addition, Mahindra's small trucks, which have proven popular in both the agricultural and mining sectors, represent an interesting growth opportunity for Bramont in Brazil.

Our Corporate Structure

Automotores Gildemeister S.A. is a privately held company founded on March 14, 1986 as a limited liability company, which was transformed into a *sociedad anónima* on April 22, 1988. We are a subsidiary of Minvest S.A., which holds 99.99% of our outstanding shares. Automotores Gildemeister S.A. includes our Chilean vehicle and heavy machinery sales divisions. Marc Leasing S.A., a direct subsidiary of Automotores Gildemeister S.A., is a subsidiary that previously provided leasing services of heavy machinery in Chile. Marc Leasing S.A. no longer has significant operations. In addition, Gildemeister's direct subsidiary Automotores Gildemeister Peru S.A. conducts Gildemeister's Peruvian vehicle sales and has two subsidiaries, Manasa Peru S.A., which has concessions and supply agreements for the importation and distribution of a number of different vehicle brands in Peru, including Ford Motor Company, Volvo Cars Overseas Corporation and Land Rover Exports Ltd., and Motor Mundo S.A, which has concessions and supply agreements for the importation and distribution of a number of vehicle brands in Peru, including Zotye, Sinotruk, Mahindra, Haima and Shenyang Brilliance (Jinbei). Finally, Gildemeister's direct subsidiary Bramont is the sole importer and distributor of Mahindra vehicles in the Brazilian market. Except for Bramont, which is 70% owned by us, all of Automotores Gildemeister S.A.'s direct and indirect subsidiaries are wholly-owned, other than for a nominal share owned by an affiliate of Automotores Gildemeister S.A. to comply with Chilean and Peruvian corporate law. Amicar, a Chilean company founded in 2007, is a joint venture between Gildemeister and Inversiones Derco S.A. ("DERCO"). *Sociedad Comercial e Inmobiliaria Autoshopping S.A.* ("Autoshopping") a Chilean company founded earlier this year is a joint venture between Gildemeister and Derco Inversiones Limitada ("Derco Inversiones"). Finally, as of the date of this Luxembourg listing prospectus, we are in the process of incorporating *Sociedad Comercial de Ecovalor S.A.* ("Ecovalor"), a Chilean company, which will also be a joint venture between Gildemeister and Derco Inversiones. For further information regarding these joint ventures see "*Recent Developments*."

Our principal executive offices are located at 570 Avenida Américo Vespucio, Pudahuel, Santiago, Chile. Our main telephone number is +56-2-640-4000 and our website is www.gildemeister.cl. Information contained on, or accessible through, our website is not incorporated by reference in, and shall not be considered part of, this Luxembourg listing prospectus.

Recent Developments

Recent Transactions

Amicar

On August 21, 2012, we received a capital increase from Minvest in the form of its 50% interest in Amicar in exchange for a nominal increase in the value of our shares held by Minvest. Operating at more than 180 dealerships throughout Chile, Amicar is an online auto credit portal acting as an intermediary between consumers and credit providers. Gildemeister and DERCO customers can utilize Amicar's network of banks and financial institutions to obtain financing for the purchase of an automobile. Amicar does not provide any credit to purchasers and it does not assume any of the credit risk associated with resulting loans. Amicar's revenues are derived from commissions based on the present discounted value of the resulting promissory note at the rates offered by these financial institutions to Amicar, with Amicar receiving the premium represented by the spread it charges above the interest rate charged by the bank or financial institution to the purchaser. Amicar typically receives each such commission within a month of the disbursement of the loan. Amicar uses a portion of this premium to pay a commission to both the relevant dealership and automobile brand and retains the remainder. We receive commissions from Amicar for the sales of our brands which are financed through Amicar and as a result of this transaction we will now receive equity income and dividends from Amicar as well.

Bramont

On October 2, 2012, we received a capital increase from Minvest in the form of 70% of the total outstanding shares of *Bramont Montadora Industrial e Comercial de Veículos S.A.* (“Bramont”) in exchange for an increase in the nominal value of the shares of Gildemeister held by Minvest. As part of this transaction, we also received from Minvest U.S. $40.8 million in intercompany loans payable by Bramont to Minvest. Bramont, which began operating in 2007, is headquartered in São Paulo, but is incorporated in the industrial district of Manaus in order to receive constitutionally guaranteed tax benefits. Bramont is the sole importer and distributor of Mahindra vehicles in Brazil. These units are initially imported to Brazil as complete knock-down units, or almost completely assembled. Bramont then carries out the final assembly steps for these units at its facilities in Manaus, thereby resulting in a minimal investment in infrastructure. As a result of this transaction, Bramont was designated as a restricted subsidiary of Gildemeister under the indenture dated May 24, 2011, governing the 8.250% Senior Notes due 2021 issued May 24, 2011 and January 17, 2012.

Autoshopping

On October 12, 2012, we incorporated *Sociedad Comercial e Inmobiliaria Autoshopping S.A.*, a Chilean real estate development joint venture company established by Gildemeister and Derco Inversiones, to develop and construct dealership malls in Chile. Autoshopping is currently analyzing its first project in Santiago, Chile. We and Derco Inversiones expect to occupy approximately 30% of the space of each dealership mall and lease the remainder to other dealers and importers.

Ecovalor

As of the date of this Luxembourg listing prospectus, we are in the process of incorporating *Sociedad Comercial de Ecovalor S.A.*, a joint venture company established by Gildemeister and Derco Inversiones (in which each has a 50% interest), to develop an integrated system for the collection and recycling of used portable batteries. Through Ecovalor, we and Derco Inversiones expect to consolidate our already substantial market share in the importation and distribution of batteries in Chile.

The Offering

The following summary is provided solely for your convenience. The summary is not intended to be complete. You should read the full text and more specific details contained elsewhere in this Luxembourg listing prospectus. For a more detailed description of the Notes, see "Description of the Notes."

Issuer	Automotores Gildemeister S.A., a corporation organized under the laws of Chile.
Securities Offered	U.S. $300,000,000 aggregate principal amount of 6.750% Senior Notes due 2023.
Maturity	January 15, 2023.
Interest	6.750% per annum, paid every six months on January 15 and July 15, with the first payment on July 15, 2013. Interest will accrue from January 15, 2013.
Issue Price	100.000%.
Optional Redemption	Prior to January 15, 2018, we may redeem the Notes, in whole or in part, at a price equal to 100% of the principal amount of the Notes plus the make-whole premium described under "*Description of the Notes—Optional Redemption With a Make-Whole Premium*," plus accrued and unpaid interest and additional amounts, if any, to the redemption date. On or after January 15, 2018, we may redeem some or all of the Notes at any time at the redemption prices set forth in "*Description of the Notes—Optional Redemption Without a Make-Whole Premium*" plus accrued and unpaid interest and additional amounts, if any, to the redemption date. Before January 15, 2016, we may redeem up to 35% of the Notes with the proceeds of certain sales of common stock at a price of 106.750% of the principal amount plus accrued and unpaid interest and additional amounts, if any, to the redemption date as further described in "*Description of the Notes—Optional Redemption with Proceeds of Equity Offerings*."
Optional Tax Redemption	The Notes are redeemable at our option in whole (but not in part) at any time at the principal amount thereof plus accrued and unpaid interest and any additional amounts, if any, due thereon if the laws or regulations affecting taxes in the Republic of Chile change in certain respects and impose withholding tax on interest paid on the Notes in excess of 4.0%. See "*Description of the Notes—Optional Redemption Upon a Tax Event*."

Additional Amounts	Payments of interest in respect of the Notes made by us to foreign holders will be subject to Chilean interest withholding tax at a rate of 4.0%. Subject to certain exceptions, we and the guarantor will pay such additional amounts as may be necessary so that the net amount received by the holders of the Notes after withholding or deduction for or on account of any Chilean taxes, or any taxes imposed by any other jurisdiction from or through which we make any payment under the Notes, will not be less than the amount that would have been received in the absence of such withholding or deduction. For a discussion of the tax consequences of, and limitations on, the payment of additional amounts with respect to any such taxes, see *"Description of the Notes—Additional Amounts*" and "*Taxation—Chilean Taxation*."
Mandatory Offer to Repurchase	Upon the occurrence of certain change of control events described under "*Description of the Notes–Repurchase of Notes Upon a Change of Control*", you may require us to repurchase some or all of your Notes at 101% of their principal amount plus accrued and unpaid interest and additional amounts, if any. The occurrence of those events may, however, be an event of default under our debt agreements, and those agreements may prohibit the repurchase. Further, we cannot assure you that we will have sufficient resources to satisfy our repurchase obligation. You should read carefully the sections called "*Risk Factors—We May Be Unable to Purchase Your Notes Upon a Change of Control" and "Description of the Notes*."
Guarantors	The Notes will be fully and unconditionally guaranteed on a senior unsecured basis by our existing direct or indirect wholly-owned Chilean subsidiaries and our future direct or indirect wholly-owned Chilean subsidiaries. On the issue date, our only guarantor is Marc Leasing, S.A. See "*Description of the Notes—Guarantees*."
Ranking	The Notes and the guarantees will be our and the guarantors' unsecured, unsubordinated obligations and will: • rank senior in right of payment to any of our and the guarantors' existing and future subordinated indebtedness; • rank equally in right of payment with all of our and the guarantors' existing and future unsecured unsubordinated indebtedness; • rank effectively junior in right of payment to any of our and the guarantors' secured indebtedness to the extent of the value of the assets securing such indebtedness; and • be structurally subordinated in right of payment to all existing and future indebtedness and other liabilities of the non-guarantor subsidiaries.

As of September 30, 2012, on an as adjusted basis after giving effect to this offering and the application of the net proceeds therefrom as described under "Use of Proceeds," our outstanding senior indebtedness would have been Ch$348,934.2 million (U.S. $736.5 million), including Ch$2,011.6 million (U.S. $4.2 million) of secured indebtedness of Gildemeister and the guarantor, and our non-Chilean subsidiaries would have had no indebtedness outstanding; however, these amounts do not include any repayments or amortizations of our indebtedness since September 30, 2012.

As of September 30, 2012, our non-guarantor subsidiaries (other than Bramont) had total assets of Ch$135,749.3 million (U.S. $286.5 million) representing 32.4% of our consolidated total assets, total long-term liabilities of Ch$3,827.1 million (U.S. $8.1 million) representing 1.76% of our consolidated total long-term liabilities and total liabilities of Ch$84,984.9 million (U.S. $179.4 million) representing 27.1% of our consolidated total liabilities. Furthermore, for the nine months ended September 30, 2012, our non-guarantor subsidiaries (other than Bramont) had sales of Ch$203,487.5 million (U.S. $429.5 million) or 37.8% of our consolidated sales, net income of Ch$10,915.1 million (U.S. $23.0 million) representing 34.2% of our consolidated net income and EBITDA of Ch$19,917.1 million (U.S. $42.0 million) representing 37.8% of our consolidated EBITDA.

See "*Risk Factors—Risks Related to this Offering—Your right to receive payments on the Notes is effectively junior to those lenders who have a security interest in our assets*" and "*Risk Factors—Risks Related to this Offering—Claims of noteholders will be structurally subordinated to the claims of creditors of our non-guarantor subsidiaries.*"

Certain Covenants.................................. The indenture governing the Notes contains covenants limiting our ability and our subsidiaries' ability to:

- incur additional debt or issue subsidiary preferred stock or stock with a mandatory redemption feature before the maturity of the Notes;
- pay dividends on our capital stock;
- redeem or repurchase capital stock or prepay or repurchase subordinated debt;
- make some types of investments and sell assets;
- create liens;
- engage in transactions with affiliates, except on an arms-

	length basis; and • consolidate or merge with, or sell substantially all our assets to, another person. Certain of these covenants will be suspended if the Notes are rated equal or higher than "BBB–" by Standard & Poor's, "Baa3" by Moody's, or "BBB–" by Fitch, by at least two of these rating agencies and no default has occurred or is continuing. If either rating on the Notes should subsequently decline to below investment grade, the suspended covenants will be reinstated. You should read "*Description of the Notes—Suspension of Certain Covenants*" for a description of these covenants.
Book Entry; Form and Denominations ...	The Notes were issued in the form of one or more global Notes without coupons, registered in the name of a nominee of DTC, as depositary, for the accounts of its direct and indirect participants including Clearstream and Euroclear. The Notes were issued in minimum denominations of U.S. $150,000 and integral multiples of U.S. $1,000 in excess thereof. The Notes will not be issued in certificated form except under certain limited circumstances described herein. See "*Description of the Notes—Book-Entry; Delivery and Form.*"
Transfer Restrictions..............................	Neither the Notes nor the guarantee have been nor will be registered under the Securities Act or any state securities laws. The Notes may not be offered or sold except under an exemption from, or in a transaction not subject to, registration under the Securities Act and applicable state securities laws. See *"Notice to Investors*." We will not be required to, nor do we intend to, register the Notes for resale under the Securities Act or to offer to exchange the Notes for Notes registered under the Securities Act or the securities laws of any jurisdiction.
Use of Proceeds.....................................	We will use the gross proceeds from the sale of the Notes, less any expenses and fees incurred in connection with this offering, to repay certain of our short-term indebtedness, approximately U.S. $45.4 million of our long-term bank debt and for general corporate purposes. See "*Use of Proceeds.*"
Risk Factors	See "*Risk Factors*" for important information regarding the Notes and us. Please read that section carefully before you decide whether to invest in the Notes.
Listing; No Established Trading Market	Application has been made to list the Notes on the Luxembourg Stock Exchange and to have the Notes admitted for trading on the Euro MTF market. We cannot assure you that an active or liquid trading market for the Notes will develop. If an active or liquid trading market for the Notes does not develop, the market price

	and liquidity of the Notes may be adversely affected.
Governing Law	The Indenture and the Notes will be governed by, and will be construed in accordance with, the laws of the State of New York. We will submit to the non-exclusive jurisdiction of the United States federal and state courts located in the Borough of Manhattan in The City of New York, in respect of any action arising out of or based on the Notes.
Trustee, Registrar and Paying Agent.......	Deutsche Bank Trust Company Americas.
Luxembourg Listing Agent, Paying Agent, Registrar and Transfer Agent.......	Deutsche Bank Luxembourg S.A.

Summary Consolidated Financial and Operating Information

The following summary consolidated financial and operating information should be read in conjunction with, and is qualified in its entirety by reference to, our Audited Consolidated Annual Financial Statements and Unaudited Interim Consolidated Financial Statements, including the accompanying notes thereto, and the information in sections "Presentation of Financial Information", "Selected Consolidated Financial Information" and "Management's Discussion and Analysis of Results of Operations and Financial Conditions" appearing elsewhere in this Luxembourg listing prospectus.

Our Audited Consolidated Annual Financial Statements and our Unaudited Interim Consolidated Financial Statements are prepared in accordance with Chilean GAAP, which differs in certain respects from IFRS. We have made no attempt to quantify these differences. See Appendix A for a description of the main differences between Chilean GAAP and IFRS. For further details and specific questions, investors should consult their professional advisors for an understanding of the differences between Chilean GAAP and IFRS.

In April 2009, we began conducting directly the sales of non-Hyundai new vehicles and OEM parts, used vehicles and third-party after-market accessories in Chile and the sales of certain brands of heavy machinery in Chile and Peru that had previously been sold by our affiliates and for which we do not hold the importation and distribution agreements. Our summary consolidated financial and operating information since April 2009 includes these operations and therefore financial and operating information since that date may not be directly comparable with financial and operating information prior to that date.

The tables below present summary consolidated financial information derived from our audited consolidated financial statements as of and for the year ending December 31, 2008, our Audited Consolidated Annual Financial Statements and our Unaudited Interim Consolidated Financial Statements. Our Audited Consolidated Annual Financial Statements have been audited by PricewaterhouseCoopers, Consultores, Auditores y Cia. Ltda. The report of PricewaterhouseCoopers, Consultores, Auditores y Cia, Ltda. on our Audited Consolidated Annual Financial Statements appears elsewhere in this Luxembourg listing prospectus.

The following tables present our summary consolidated financial and operating information as of December 31, 2010 and 2011 and for the years ended December 31, 2008, 2009, 2010 and 2011 and as of September 30, 2012 and for the nine months ended September 30, 2011 and 2012.

	For the year ended December 31,				
	2008	2009	2010	2011	2011
	(in millions of constant Ch$ as of December 31, 2011)				(in thousands of US$)(1)
Income Statement Data:					
Sales	Ch$ 415,376.3	Ch$ 381,660.0	Ch$ 534,558.4	Ch$ 680,769.6	US$ 1,311,189.3
Cost of sales	(317,808.3)	(296,552.9)	(404,520.4)	(507,629.8)	(977,715.3)
Gross profit	97,568.0	85,107.1	130,038.0	173,139.7	333,474.0
Administrative and selling expenses	(55,800.0)	(62,042.4)	(75,997.2)	(93,210.2)	(179,526.6)
Operating income	41,768.0	23,064.7	54,040.8	79,929.5	153,947.4
Non-operating income (loss)	(33,452.9)	(9,367.7)	(13,012.5)	(30,570.0)	(58,879.0)
Income before income tax	8,315.1	13,696.9	41,028.3	49,359.5	95,068.4
Income taxes	(3,811.3)	(2,425.8)	(7,460.9)	(12,422.2)	(23,925.7)
Consolidated Income	4,503.8	11,271.2	33,567.4	36,937.3	71,142.7
Minority interest	0.2	--	--	--	--
Net Income	**Ch$ 4,504.0**	**Ch$ 11,271.2**	**Ch$ 33,567.4**	**Ch$ 36,937.3**	**US$ 71,142.7**

	For the nine months ended September 30,		
	2011[(3)]	2012[(3)]	2012[(3)]
	(in millions of constant Ch$ as of September 30, 2012)		(in thousands of US$)[(2)]
Income Statement Data:			
Sales	Ch$ 504,886.8	Ch$ 538,164.6	US$ 1,135,919.5
Cost of sales	(372,247.2)	(412,113.4)	(869,859.6)
Gross profit	132,639.6	126,051.2	266,059.9
Administrative and selling expenses	(68,526.8)	(79,067.6)	(166,890.3)
Operating income	64,112.8	46,983.7	99,169.6
Non-operating income (loss)	(27,136.2)	(5,898.0)	(12,449.1)
Income before income tax	36,976.7	41,085.7	86,720.6
Income taxes	(9,013.3)	(9,194.2)	(19,406.3)
Consolidated Income	27,963.4	31,891.5	67,314.3
Minority interest	--	(0.4)	(0.9)
Net Income	**Ch$ 27,963.4**	**Ch$ 31,891.1**	**US$ 67,313.4**

	As of December 31,			As of September 30,	
	2010	2011	2011	2012[(3)]	2012[(3)]
	(in millions of constant Ch$ as of December 31, 2011)		(in thousands of US$)[(1)]	(in millions of constant Ch$ as of September 30, 2012)	(in thousands of US$)[(2)]
Balance Sheet Data:					
Current assets	Ch$ 236,373.0	Ch$ 341,581.5	US$ 657,899.7	Ch$ 284,992.7	US$ 601,542.3
Net property, plant and equipment	49,373.2	70,488.1	135,762.9	103,972.3	219,457.3
Other assets	3,042.5	14,231.7	27,410.8	30,071.5	63,472.8
Total Assets	**288,788.8**	**426,301.3**	**821,073.4**	**419,036.4**	**884,472.4**
Current liabilities	128,155.1	162,103.6	312,218.0	95,832.8	202,277.1
Long-term liabilities	86,729.3	166,404.0	320,500.8	217,385.8	458,842.5
Non-controlling interest	0.7	0.7	1.3	0.9	1.9
Shareholders' equity	73,903.7	97,793.0	188,353.2	105,817.0	223,351.0
Total Liabilities and Shareholders' Equity	**Ch$ 288,788.8**	**Ch$ 426,301.3**	**US$ 821,073.4**	**Ch$ 419,036.4**	**US$ 884,472.4**

	For the year ended December 31,				
	2008	2009	2010	2011	2011
	(in millions of constant Ch$ as of December 31, 2011, other than percentages, ratios and operating data)				(in thousands of US$)[(1)]
Consolidated Statement of Financial Position Data:					
Net cash flow (used in) provided by operating activities	Ch$ (36,837.6)	Ch$ 58,005.8	Ch$ 15,264.1	Ch$ 11,415.2	US$ 21,986.0
Net cash flow used in investing activities	(13,560.1)	(5,161.6)	(9,002.9)	(22,043.0)	(42,455.7)
Net cash flow provided by (used in) financing activities	57,674.5	(55,030.3)	12,336.9	65,201.9	125,581.5
Net cash flow	**Ch$ 7,276.8**	**Ch$ (2,186.2)**	**Ch$ 18,598.1**	**Ch$ 54,574.1**	**US$ 105,111.9**
Other Financial Data:					
EBITDA[(4)]	Ch$ 46,842.2	Ch$ 26,476.8	Ch$ 58,293.9	Ch$ 86,867.9	US$ 167,311.0
EBITDA margin[(4)(5)]	11.3%	6.9%	10.9%	12.8%	12.8%
Acquisition of property, plant and equipment	11,964.2	Ch$ 9,979.5	Ch$ 7,417.1	Ch$ 24,040.5	US$ 46,303.0
Ratio of net financial	3.9x	4.5x	2.2x	2.1x	2.1x

	For the year ended December 31,				
	2008	2009	2010	2011	2011
	(in millions of constant Ch$ as of December 31, 2011, other than percentages, ratios and operating data)				(in thousands of US$)[1]
debt to EBITDA[4][6]					
Ratio of EBITDA to interest expense[4]	3.6x	1.9x	4.8x	4.3x	4.3x
Operating Data:					
New Vehicle Sales:					
Chile	30,824	29,373	39,551	42,616	
Peru	12,370	13,207	19,464	25,828	
Total	**43,194**	**42,580**	**59,015**	**68,444**	

	For the nine months ended September 30,		
	2011[3]	2012[3]	2012[3]
	(in millions of constant Ch$ as of September 30, 2012, other than percentages, ratios and operating data)		(in thousands of US$)[2]
Consolidated Statement of Financial Position Data:			
Net cash flow (used in) provided by operating activities	Ch$ 22,387.8	Ch$ 21.004.9	US$ 44,335.6
Net cash flow used in investing activities	(12,665.8)	(39,960.9)	(84,346.6)
Net cash flow provided by (used in) financing activities	32,920.2	(43,884.8)	(92,628.9)
Net cash flow	**Ch$ 42,642.3**	**Ch$ (62,840.8)**	**US$ (132,639.9)**
Other Financial Data:			
EBITDA[4]	Ch$ 68,709.3	Ch$ 52,673.3	US$ 111,179.1
EBITDA margin[4][5]	13.6%	9.8%	9.8%
Acquisition of property, plant and equipment	Ch$ 15,618.1	Ch$ 40,271.1	US$ 85,001.4
Ratio of net financial debt to EBITDA[4][7]	2.2x	3.2x	3.2x
Ratio of EBITDA to interest expense[4][8]	4.4x	3.4x	3.4x
Operating Data:			
New Vehicle Sales:			
Chile	31,323	33,513	
Peru	18,511	24,009	
Total	**49,834**	**57,522**	

(1) Amounts stated in U.S. dollars as of or for the year ended December 31, 2011 have been translated from Chilean pesos at the exchange rate of Ch$ 519.20 = U.S. $1.00 as of December 31, 2011, published by the Chilean Central Bank on January 2, 2012. See "*Exchange Rates*."

(2) Amounts stated in U.S. dollars as of or for the nine months ended September 30, 2012 have been translated from Chilean pesos at the exchange rate of Ch$ 473.77 = U.S. $1.00 as of September 30, 2012, published by the Chilean Central Bank on October 1, 2012. See "Exchange Rates."

(3) Unaudited.

(4) We define EBITDA as Net income plus Minority interest, Income tax, Price level restatement, Depreciation and amortization, and Financial expenses. EBITDA is not a recognized term under Chilean GAAP or IFRS and does not purport to be an alternative to net earnings as a measure of operating performance or to cash flows from operating activities as a measure of liquidity. Additionally, EBITDA is not intended to be a measure of free cash flow available for management's discretionary use, as it does not consider certain cash requirements such as interest payments, tax payments and debt service requirements. Our presentation of EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under Chilean GAAP or IFRS. Management uses EBITDA to measure and evaluate the operating performance of our core business operations. EBITDA is not calculated under Chilean GAAP or IFRS and should not be considered in isolation or as a substitute for net income, cash flows or other financial data prepared in accordance with Chilean GAAP or IFRS or as a measure of our overall profitability or liquidity.

(5) EBITDA margin is equal to EBITDA divided by Sales, expressed as a percentage.

(6) Net financial debt is equal to "Obligations with banks and financial institutions" less "Cash and cash equivalents."

(7) Ratio of net financial debt to EBITDA for the twelve months ended September 30, 2012.

(8) Ratio of EBITDA for the twelve months ended September 30, 2012 to interest expense for the twelve months ended September 30, 2012.

The following table presents a reconciliation of our Net income to EBITDA for the years ended December 31, 2008, 2009, 2010 and 2011 and for the nine months ended September 30, 2011 and 2012:

	For the year ended December 31,				
	2008	2009	2010	2011	2011
	(in millions of constant Ch$ as of December 31, 2011)				(in thousands of US$)(1)
Income Statement Data:					
Net income	Ch$ 4,504.1	Ch$ 11,271.2	Ch$ 33,567.4	Ch$ 36,937.3	US$ 71,142.7
Minority interest	0.2	--	--	--	--
Income tax	3,811.3	2,425.8	7,460.9	12,422.2	23,925.7
Price level restatement	22,656.3	(4,161.0)	1,953.4	12,418.4	23,918.3
Depreciation and amortization	2,817.9	3,270.0	3,238.0	4,787.2	9,220.3
Financial expenses	13,052.4	13,670.8	12,074.1	20,302.8	39,104.0
EBITDA	**Ch$ 46,842.2**	**Ch$ 26,476.8**	**Ch$ 58,293.9**	**Ch$ 86,867.9**	**US$ 167,311.0**

	For the nine months ended September 30,		
	2011(3)	2012(3)	2012(3)
	(in millions of constant Ch$ as of September 30, 2012)		(in thousands of US$)(2)
Income Statement Data:			
Net income	Ch$ 27,963.4	Ch$ 31,891.1	US$ 67,313.4
Minority interest	--	0.4	0.9
Income tax	9,013.3	9,194.2	19,406.3
Price level restatement	12,866.9	(8,515.4)	(17,973.7)
Depreciation and amortization	3,239.6	3,718.4	7,848.5
Financial expenses	15,626.1	16,384.7	34,583.7
EBITDA	**Ch$ 68,709.3**	**Ch$ 52,673.3**	**US$ 111,179.1**

(1) Amounts stated in U.S. dollars as of or for the year ended December 31, 2011 have been translated from Chilean pesos at the exchange rate of Ch$519.20 = U.S. $1.00 as of December 31, 2011, published by the Chilean Central Bank on January 2, 2012. See "*Exchange Rates*."
(2) Amounts stated in U.S. dollars as of or for the nine months ended September 30, 2012 have been translated from Chilean pesos at the exchange rate of Ch$473.77 = U.S. $1.00 as of September 30, 2012, published by the Chilean Central Bank on October 1, 2012. See "Exchange Rates."
(3) Unaudited.

The information below is derived from our Peruvian Audited Consolidated Annual Financial Statements and our Peruvian Unaudited Interim Consolidated Financial Statements not included in this Luxembourg listing prospectus. See "*Presentation of Financial Information – Financial Information From Peruvian Operations*." Our Peruvian Audited Consolidated Annual Financial Statements have been prepared under Chilean GAAP and have been audited by Medina, Zaldívar, Paredes & Asociados S. Civil de R.L., a member firm of Ernst & Young in Peru, in accordance with auditing standards generally accepted in Peru.

The following tables present summary balance sheet data for our Peruvian subsidiaries as of December 31, 2010 and 2011 and as of September 30, 2012, and financial data for the years ended December 31, 2009, 2010 and 2011 and for the nine months ended September 30, 2011 and 2012:

	As of December 31,		As of September 30,
	2010	2011	2012
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)(1)		(in millions of constant Ch$ as of September 30, 2012)(2)(3)
Selected Balance Sheet Data for the Peruvian Subsidiaries:			
Total assets	Ch$ 101,671.7	Ch$ 131,488.4	Ch$ 135,749.3
Total assets as a percentage of Gildemeister's consolidated total assets	35.4%	30.9%	32.4%
Long-term liabilities	2,362.8	4,126.6	3,827.1

	As of December 31, 2010	As of December 31, 2011	As of September 30, 2012
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)(1)		(in millions of constant Ch$ as of September 30, 2012)(2)(3)
Long-term liabilities as a percentage of Gildemeister's consolidated long-term liabilities	2.7%	2.5%	1.8%
Total liabilities	76,294.1	87,816.4	84,984.8
Total liabilities as a percentage of Gildemeister's consolidated total liabilities	35.8%	26.7%	27.1%

	For the year ended December 31,			For the nine months ended September 30,	
	2009	2010	2011	2011	2012
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)(1)			(in millions of constant Ch$ as of September 30, 2012)(2)(3)	
Selected Financial Data for the Peruvian Subsidiaries:					
Sales	119,468.0	165,125.5	250,386.3	188,842.6	203,487.5
Sales as a percentage of Gildemeister's consolidated sales	31.3%	30.9%	36.8%	37.4%	37.81%
Net Income	3,854.4	6,643.8	17,075.4	12,258.4	10,915.1
Net income as a percentage of Gildemeister's consolidated net income	34.2%	19.8%	46.2%	43.8%	34.2%
EBITDA	7,551.0	13,931.4	27,429.8	20,958.1	18,888.7
EBITDA as a percentage of Gildemeister's consolidated EBITDA	28.5%	23.9%	31.6%	30.5%	35.9%

(1) Amounts stated in Chilean pesos as of or for the year ended December 31, 2011 have been translated from U.S. dollars at the exchange rate of Ch$519.20 = U.S. $1.00 as of December 31, 2011, published by the Chilean Central Bank on January 2, 2012. See "*Exchange Rates*."
(2) Amounts stated in U.S. dollars as of or for the nine months ended September 30, 2012 have been translated from Chilean pesos at the exchange rate of Ch$473.77 = U.S. $1.00 as of September 30, 2012, published by the Chilean Central Bank on October 1, 2012. See "Exchange Rates."
(3) Unaudited.

The following table presents a reconciliation of the Net income for our Peruvian subsidiaries to EBITDA for our Peruvian subsidiaries for the years ended December 31, 2009, 2010 and 2011 and for the nine months ended September 30, 2011 and 2012:

	For the year ended December 31,						For the nine months ended September 30,			
	2009		2010		2011		2011		2012	
	(in millions of constant Ch$ as of December 31, 2011)						(in millions of constant Ch$ as of September 30, 2012)(3)			
Income Statement Data:										
Net income	Ch$	3,854.3	Ch$	6,643.8	Ch$	17,075.4	Ch$	12,258.4	Ch$	10,915.1
Minority interest		--		--		--		--		--
Income tax(1)		845.8		2,818.9		7,457.2		5,236.6		5,215.7
Price level restatement(2)		(3,053.9)		(1,377.6)		(2,294.8)		(611.9)		(509.3)
Depreciation and amortization		638.9		696.8		928.3		695.0		811.1
Financial Expenses		5,265.9		5,149.5		4,263.7		3,380.0		2,456.9
EBITDA	**Ch$**	**7,551.0**	**Ch$**	**13,931.4**	**Ch$**	**27,429.8**	**Ch$**	**20,958.1**	**Ch$**	**18,888.7**

(1) Includes mandatory profit sharing expenses.
(2) Includes translation results.
(3) Unaudited.

RISK FACTORS

An investment in the Notes is subject to risks and uncertainties. You should carefully consider the risks described below, in addition to the other information contained in this Luxembourg listing prospectus, before deciding whether to purchase the Notes. Realization of any of these risks could have a material adverse effect on our business, financial condition, cash flows and results of operations or could materially and adversely affect the value or liquidity of the Notes and result in the loss of all or part of your investment in the Notes. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect us, which could also result in the loss of all or part of your investment in the Notes.

Risk Factors Related to Our Business

Our business and the automotive retail industry in general are sensitive to adverse economic conditions.

We believe that vehicle sales, and hence our results of operations, are strongly influenced by economic conditions in the markets in which we operate, including inflation, recession or economic slowdown, consumer confidence, interest rates, the level of personal discretionary spending, credit availability and employment/unemployment rates. Historically, unit sales of motor vehicles, particularly new vehicles, have been cyclical, fluctuating with general economic cycles. During economic downturns, retail new vehicle sales typically experience periods of decline characterized by oversupply and weak demand. Although we have adjusted our pricing strategy from time to time in an attempt to mitigate these historical trends, the automotive industry may experience sustained periods of decline in vehicle sales in the future. In addition, local economic, competitive and other conditions affect the performance of our dealerships. Accordingly, adverse changes in macroeconomic conditions in Chile, Peru and Brazil would adversely affect our profitability and our ability to service our debt, including the Notes. In 2009, the impact of the global economic recession in Chile and Peru led to our experiencing lower sales volumes and decreased sales, gross profits and net income. For further description of the primary factors affecting macroeconomic conditions in Chile and Peru, see "*—Risk Factors Related to Chile*" and "*—Risk Factors Related to Peru*." We are unable to control future economic conditions in our markets and we cannot assure you that they will not adversely impact our business, results of operations, financial condition and cash flow.

A failure to renew or comply with our agreements entered into with our original equipment manufacturers may adversely affect our results of operations and financial condition.

Our business depends on non-exclusive importation and distribution agreements entered into with OEMs for the distribution of their products. These agreements generally provide for one- to four-year terms and are subject to termination by the OEMs upon the occurrence of certain events, including our failure to comply with minimum purchase requirements, failure to comply with certain laws or our bankruptcy. In certain agreements, an OEM may be entitled to terminate its agreement if the OEM wishes to reorganize its distribution network. Even if an OEM wishes to terminate its agreement without cause, there can be no assurance that we would be able to obtain an injunction to compel the OEM to continue supplying their products pending resolution of the dispute. In addition, our agreements with OEMs may be renegotiated at the end of their term. Although we believe that we will be able to renew at expiration all of our existing agreements, we cannot guarantee that any of our agreements will be renewed or that the terms of the renewals will be as favorable to us as our current agreements. Furthermore, actions taken by OEMs to exploit their bargaining position in negotiating the terms of renewals of our agreements or otherwise could have a material adverse effect on our revenues and profitability. Also, if an OEM wishes to terminate or not renew its agreement with us, we would not be able to obtain that OEM's products through alternate sources and that OEM could enter into an agreement with one of our competitors. As a result, complete or partial termination or nonrenewal of these agreements by an OEM could materially and adversely affect our business, results of operations, financial condition and cash flows.

As of the date of this Luxembourg listing prospectus, the importation and distribution agreements for vehicles with Mini in Chile, Mini and Mahindra in Peru and Mahindra in Brazil and for heavy equipment with Mahindra and Mitsubishi in Chile had expired and were in the process of renewal. Total sales (by revenue) in 2011 for Mini and Mahindra vehicles in Peru and Mini vehicles in Chile represented approximately 1.9% of our total sales (by revenue) for 2011. Total sales (by revenue) in 2011 for Mahindra and Mitsubishi heavy equipment in Chile were not material. While we are negotiating the renewal of these contracts, we continue to import and distribute vehicles for these OEMs on substantially the same terms and conditions as the lapsed agreements with each OEM. However, we can provide no assurances that we will be able to renew these agreements or that they will be renewed on the same terms as the lapsed agreements. In addition, the continuing arrangements with each of these OEMs is subject to termination with or without cause at any time until we have renewed our agreements with it. Our failure to renew any of these agreements could materially and adversely affect our business, results of operations, financial condition and cash flows.

In addition, the importation and distribution agreements with two of our OEMs, Piaggio and Duetz, have also lapsed. Sales from these OEMs represented approximately 0.7% of our sales in 2011. We have continued to sell the vehicles and heavy machinery of these OEMs without the benefit of an agreement, on terms and conditions substantially identical to those of the last importation and distribution agreement entered into with each of them. Any of these OEMs could terminate their arrangements with or without cause at any time, which could materially and adversely affect our business, results of operations, financial condition and cash flows.

We do not have exclusive importation and distribution rights with most of our OEMs.

Most of our importation and distribution agreements with OEMs do not provide for our exclusive right to import and distribute their products within the markets we operate. Although we have in practice been the exclusive importer and distributor for all of our OEMs in Chile and Peru since our founding, any of the OEMs with whom we have such importation and distribution agreements could enter into agreements with our competitors or with other parties to import and distribute their products. In addition, if we lose a substantial number of our agreements, such practical exclusivity would end and we would be subject to competitive pressures, which could result in lower margins and lower sales and may adversely affect our results of operations.

Certain of our products and services are dependent upon contracts that are held by our affiliates.

Our affiliates Fortaleza S.A. ("Fortaleza") and Comercial Gildemeister S.A. ("Comercial GSA") (neither of which we control) hold the importation and distribution agreements for the sale and authorized service and repair in Chile of Mahindra, Haima, Zotye, Jinbei (Brilliance), Yuejin, Sinotruk, Keeway Motorcycles, Yutong and Mini vehicles and OEM parts. These affiliates effectively empowered us to import and distribute these brands' products beginning in April 2009 and our results of operations since that time reflect most of the results derived from the contracts held by these affiliates. We do not pay these affiliates for the right to import the products for which they have the license. Revenues from sales of these products and services represented 16.4% of total vehicle sales in 2011 and we expect the proportion of revenues from the sales of these vehicles to increase in the future. In addition, our affiliate RTC S.A. (which we do not control) holds the importation and distribution contracts for the sale in Chile of all of our third-party after-market accessories, which represented 2.6% of our sales in 2011. Furthermore, RTC S.A. holds the importation and distribution agreements for Heli heavy equipment in Chile and Peru, and Fortaleza holds the heavy equipment importation and distribution agreements for Jinma in Chile and Peru and for Mahindra and Shantui in Chile. All of these affiliates are owned and controlled by our controlling shareholder Minvest S.A. However, none of the arrangements between Gildemeister and our affiliates for the sale of products for which they hold the importation and distribution contracts are documented in written agreements and all of the arrangements may be terminated by them without prior notice. There can be no assurance that Minvest will not cause our affiliates to terminate these arrangements with or without prior notice, and if Minvest were to do so, our results of operations would be adversely affected. Minvest may also transfer these contracts elsewhere or allow our affiliates to import and distribute these products themselves, for which they would derive the entire benefit. Finally Minvest may also sell these affiliates or their businesses. In these scenarios, the holders of the Notes would not be entitled to receive, or have recourse against, any of the proceeds thereof. In addition, creditors, including holders of the Notes, will have no recourse against these affiliates in the event that we are unable to pay our obligations. See "—*Related Party Transactions*."

We are the wholly-owned subsidiary of a closely-held corporation and the interests of our parent corporation and its shareholders, including our CEO, may diverge from those of creditors, including holders of the Notes.

We are a direct subsidiary of Minvest S.A., whose stock is directly and indirectly held by our CEO Ricardo Lessmann, the Puntous family and Hans D. Baumann. See "*Principal Shareholders*." Our board of directors and the board of directors of our parent corporation are appointed entirely by representatives of these shareholders. In addition to owning affiliates that provide us with services and the benefits of certain agreements, Minvest also owns interests in businesses in other territories, such as Uruguay and Central America. The interests of Minvest and its shareholders may diverge from those of creditors, including holders of Notes, and creditors will not have any control over the actions taken by Minvest. In particular, Minvest and its shareholders may divert corporate opportunities from Gildemeister to Minvest, our affiliates, or other investments by the Minvest shareholders. In addition, Minvest and its shareholders may focus the attention of our management, including our CEO Ricardo Lessmann, on businesses other than Automotores Gildemeister. Furthermore, Minvest may choose to cause our affiliates to terminate their arrangements with us (pursuant to which we import and distribute inventory from certain OEMs and other related arrangements) or begin charging us for the benefits of these arrangements. These and other actions or decisions by Minvest and its shareholders may adversely affect our financial condition and our results of operations.

Because our sales are dependent upon the continued viability and overall success of the OEMs with which we hold importation and distribution agreements, adverse conditions affecting such OEMs may negatively affect our revenues and profitability.

Our success depends to a great extent on our OEMs financial condition, marketing, product design, production and distribution capabilities, reputation, management and labor relations. In addition, the success of our dealerships is dependent on our OEMs in several key respects. First, we rely exclusively on our OEMs for our product inventory, including new vehicles and OEM parts. Our ability to sell new vehicles, heavy machinery and aftermarket accessories is dependent on our OEMs' ability to produce and allocate to our stores attractive, high−quality and desirable products at the right time in order to satisfy customer demand. Second, OEMs have in the past provided advertising assistance. In addition, we rely on OEMs training, product brochures and point of sale materials, and other items for our products.

Our OEMs may be adversely impacted by economic downturns or recessions, significant declines in the sales of their new vehicles, increases in interest rates, declines in their credit ratings, labor strikes or similar disruptions (including within their major suppliers), supply shortages or rising raw material costs, rising employee benefit costs, adverse publicity that may reduce consumer demand for their products (including due to bankruptcy), product defects, vehicle recall campaigns, litigation, poor product mix or unappealing vehicle design, governmental laws and regulations or other adverse events. In 2008 and through the first half of 2009, our OEMs were adversely impacted by the unfavorable economic conditions around the world. In addition, if OEMs fail to adequately gauge consumer opinion, OEMs may fail to develop high quality and desirable products in the future.

These and other risks could materially adversely affect any manufacturer and impact its ability to profitably design, market, produce or distribute new vehicles, which in turn could materially adversely affect our business, results of operations, financial condition and cash flows.

The wholesale price of the vehicles, heavy machinery and parts that we sell are determined by OEMs.

The wholesale price of new vehicles, OEM parts, heavy machinery and third-party after-market accessories are generally determined by OEMs on an annual basis. Although we are permitted to advise OEMs as to pricing conditions in the markets in which we operate, we are not contractually entitled to any restraints on wholesale prices of vehicles, equipment and parts. We believe that OEMs determine wholesale prices based on factors such as costs of raw materials, shipping costs, customer demand, economic conditions, profit margins, market share, the competitive environment and other internal and external conditions. If our OEMs were to increase our wholesale costs and we were unable to pass this cost increase along to our customers without losing market share, our profit margins and results of operations would be adversely affected.

We are subject to restrictions imposed by, and significant influence from, our OEMs that may adversely impact our business, financial condition, results of operations, cash flows, and prospects.

OEMs with whom we hold importation and distribution agreements have influence over our operations and dealerships. The terms and conditions of our importation and distribution agreements and the OEMs' interests and objectives may, in certain circumstances, conflict with our interests and objectives. For instance, OEMs may require us to meet certain image and facility guidelines and make capital investments, which may require us to divert financial resources from uses that management believes may be of better value to the company's operations.

We are vulnerable to supply shortages from our OEMs.

All of the products that we sell are manufactured by OEMs. In particular, in recent years, high demand for certain types of vehicles, including certain lower-priced vehicles from Hyundai, have outstripped OEMs' abilities to produce those vehicles. As a result, importers and distributors, including Automotores Gildemeister, have been subject to supply limitations, and have been unable to fully meet consumer demand for our products and services, which we believe has resulted in lost sales and lost market share, as not all customers have been able to migrate to higher-priced or other branded products. We believe that these supply restrictions have impacted many vehicle OEMs, and as a result, many vehicle importers and distributors in Chile. If we were to be disproportionately affected by supply problems from any of our OEMs in the future, we could also lose market share, which would adversely affect our results of operations.

In addition, the vehicle business has been subject to significant labor and financial turmoil, including strikes and bankruptcies, which at times have reduced or delayed the supply of vehicles. Such disruptions to our OEMs could also cause us to lose market share and adversely affect our results of operations, financial condition and cash flows.

A potential bankruptcy or insolvency of any of our OEMs would affect our results of operations.

Several vehicle OEMs, including Chrysler and General Motors in the United States, have been insolvent in recent years. Although none of our vehicle OEMs have been insolvent in the past ten years, we cannot assure you that they will not encounter substantial financial distress or insolvency in the future. In the event of bankruptcy or insolvency filings by our OEMs, among other things, (i) such OEM could attempt to terminate all or certain of its importation and distribution agreements, and we may not receive adequate compensation from them, (ii) consumer demand for an OEM's products could be reduced and (iii) an OEM's production could decrease, and we may not receive sufficient vehicles to meet demand.

Our new vehicle business is dependent on Hyundai.

A significant portion of our sales and net income are related to the sale of new vehicles manufactured by Hyundai. Sales of new Hyundai vehicles represented 72.6%, 71.1% and 67.6% of our total sales in Chile and over 73.2%, 75.7% and 78.8% of our total sales in Peru in 2009, 2010 and 2011, respectively. Accordingly, the loss of all or a substantial portion of our sales of vehicles manufactured by Hyundai due to competitive factors or otherwise, would have a material adverse effect on our results of operations.

Our inability to collect receivables from our franchises could adversely affect our results of operations and financial condition.

We maintain receivable balances from independently owned and operated franchises, consisting of payments for vehicles in connection with the franchise's floor plan. At December 31, 2009, 2010 and 2011, our net receivables from franchises in Chile were Ch$6,201.0 million, Ch$6,084.3 million and Ch$6,115.1 million respectively. At December 31, 2009, 2010 and 2011, our net receivables from franchises in Peru were Ch$6,297.6 million, Ch$9,856.5 million and Ch$9,484.3 million, respectively. From time to time we have factored these receivables although we did not factor any receivables in 2010, 2011 or for the nine months ended September 30, 2012. Changes in the financial condition of one or more of these franchises could cause a delay or failure in collecting these receivable balances. A significant delay or failure in collecting these receivable balances could materially adversely affect our results of operations and financial condition.

Our operations are subject to governmental laws and regulations.

The vehicle retailing industry, including our facilities and operations, are subject to national and local laws and regulations, such as those relating to motor vehicle sales, leasing, sales of finance and insurance, licensing, consumer protection, environmental, vehicle emissions and fuel economy, health and safety, and wage-hour and other employment practices. Our violation of any of these regulations could subject us to lawsuits or governmental investigations and adverse publicity, in addition to administrative, civil, or criminal sanctions, which may include a cease and desist order against our operations or even revocation or suspension of our license to operate, as well as significant fines and penalties.

Substantial competition in vehicle sales and services may adversely affect our profitability due to our need to lower prices to sustain sales and profitability.

The new vehicle retail industry in Chile, Peru and Brazil is highly competitive. We primarily compete with dealerships that sell similar new vehicles to the vehicles we offer by different brands such as Chevrolet, Toyota, Kia and Nissan. We may face significant competition as we strive to gain market share. Some of our competitors may have greater financial, marketing and personnel resources and lower overhead and sales costs than we have. We typically rely on advertising, merchandising, sales expertise, service reputation and dealership location in order to sell new vehicles.

In addition to competition for vehicle sales, our dealerships compete with independent garages for non-warranty repair and routine maintenance business. Our dealerships compete with other automotive dealers, service stores and automobile parts retailers in their parts operations. We believe that the principal competitive factors in service and parts sales are the quality of customer service, the use of factory-approved replacement parts, familiarity with an OEM's brands and models, convenience, the competence of technicians, location, and price.

We rely on an adequate supply of skilled field personnel.

In order to continue to provide high quality repair and maintenance services, we require an adequate supply of skilled field managers and technicians. Trained and experienced vehicle field personnel are in high demand, and may be in short supply in some areas. We cannot assure that we will be able to attract, motivate and maintain an adequate skilled workforce necessary to operate our existing and future dealerships efficiently, or that labor expenses will not increase as a result of a shortage in the supply of skilled field personnel, thereby adversely impacting our financial performance. While the vehicle repair industry generally operates with high field employee turnover, any material increases in employee turnover rates in our dealerships or any widespread employee dissatisfaction could also have a material adverse effect on our business, financial condition and results of operations.

Our business is affected by advances in automotive technology.

The demand for new vehicles as well as parts and our repair and maintenance services could be adversely affected by continuing developments in vehicle technology. Vehicle OEMs are producing cars that last longer and require service and maintenance at less frequent intervals in certain cases. Quality improvement of OEMs' original equipment parts has in the past reduced, and may in the future reduce, demand for new vehicles, parts and services, adversely affecting our sales. For example, OEMs' use of stainless steel exhaust components has significantly increased the life of those parts, thereby decreasing the demand for exhaust repairs and replacements. Longer and more comprehensive warranty or service programs offered by vehicle OEMs and other third parties also could adversely affect the demand for our non-warranty repair and maintenance services. In addition, advances in vehicle technology continue to require us to incur additional costs to update our diagnostic capabilities and technical training programs.

The loss of any key members of our management team may impair our ability to identify and secure new contracts or renew expiring importation and distribution agreements with OEMs or otherwise manage our business effectively.

We rely on our senior management, including our CEO Ricardo Lessmann, to manage our business successfully. In addition, the relationships and reputation that members of our management team have established and maintained with our OEMs contribute to our ability to maintain good relations with our OEMs, which is important to our ability to maintain importation and distribution agreements in the countries in which we operate. Employment contracts entered into between us and senior management cannot prevent our senior management from terminating their employment, and the death, disability or resignation of any member of our senior management team may impair our ability to maintain business growth and identify and develop new business opportunities or otherwise to manage our business effectively.

The occurrence of natural disasters in the regions where we operate could impair our ability to conduct business effectively and could impact our results of operations.

In both Chile and Peru, we are exposed to the risk of natural disasters such as earthquakes, tsunamis and volcanic eruptions. Although our operations are geographically dispersed and we maintain insurance coverage for our fixed assets and inventory, a natural disaster could adversely affect our fixed assets, such as our dealerships and warehouses, as well as our inventory. In addition, a natural disaster or multiple catastrophic events could have a material adverse effect on consumer demand for our products and services in the affected region and could result in substantial volatility in our results of operations for any fiscal quarter or year.

Chile suffered a significant earthquake on February 27, 2010, as well as a tsunami from adjacent coastal waters, which caused severe damage to Chile's infrastructure, including roads, bridges, ports and Santiago's international airport. The regions of Bernardo O'Higgins, Bío Bío and Maule were the most severely affected by the February 27, 2010 earthquake and tsunami. The city of Concepción, located approximately 200 miles south of Santiago, was the most affected, with its infrastructure and numerous buildings severely damaged. The coastal area of Concepción, including the neighboring cities Talcahuano and Penco, were hit by a tsunami shortly after the earthquake that significantly damaged port facilities. Several cities in the Maule region, including its capital city of Talca, were also seriously affected by the earthquake. The region of Valparaíso, including the port of Valparaíso and the city of Viña del Mar, was also severely affected. Neither our fixed assets nor our inventory suffered material damages as a result of the earthquake or the tsunami. We do not believe that the earthquake or tsunami directly impacted our results of operations, and it is unclear what effect the earthquake and tsunami had on the overall Chilean economy, which may have affected demand for our products and therefore indirectly affected our results of operations.

In Peru, El Niño is an oceanic and atmospheric phenomenon that causes a warming of temperatures in the Pacific Ocean, resulting in heavy rains off the coast of Peru and Ecuador and various other effects in other parts of the world. The effects of El Niño, which typically occurs every two to seven years in the Peruvian summertime, include, among other things, flooding and the destruction of fish populations and agriculture, and it accordingly can have a negative impact on Peru's economy, which could lead to decreased demand for our products and services. In addition, Peru has experienced other natural phenomena in the past such as earthquakes and floods. Most recently, on August 15, 2007, a strong earthquake measuring 7.9 on the Richter scale hit the central coast of Peru, heavily affecting the Ica province in particular. Neither our fixed assets nor our inventory suffered material damages as a result of the earthquake. If such event were to occur again, we may suffer damage to, or destruction of, properties and equipment, as well as temporary disruptions to our services, which may have an adverse affect on our business.

Our business is highly dependent on the availability of working capital financing, and our growth strategy may require additional working capital financing that may not be available on favorable terms or at all.

We have, in the past, entered into loan agreements and letter of credit facilities for working capital. Our business requires significant working capital and although we believe that our current cash and cash flow from operations, together with the proceeds of the Notes, will be sufficient to meet our current and reasonably anticipated cash needs, we may, in the future, require additional cash resources due to changed business conditions, implementation of our strategy to expand our retail and distribution network or other investments or acquisitions we may decide to pursue. If our own financial resources are insufficient to satisfy our working capital requirements, we may seek to sell equity or additional debt securities or obtain additional credit facilities. The incurrence of debt would result in increased debt service obligations and could require us to agree to operating and financial covenants that would restrict our operations. Working capital financing may not be available in amounts or on terms acceptable to us, if at all. Any failure by us to raise additional funds on terms favorable to us, or at all, could limit our ability to expand our business operations and could harm our overall business prospects.

Due to our rapid growth in recent years, our past results may not be indicative of our future performance and evaluating our business and prospects may be difficult.

Our business has grown and evolved rapidly in recent years as demonstrated by our 10.0% growth in net income, from Ch$33,567.4 million in 2010 to Ch$36,937.3 million in 2011. We may not be able to achieve similar growth in future periods, and our historical operating results may not provide a meaningful basis for evaluating our business, financial performance and prospects. For instance, our net income for 2010 reflects the inclusion of a full year of revenue, cost of sales and associated administrative and selling costs related to the sale in Chile of certain brands of new vehicles and OEM parts and services, used vehicles and third-party after-market accessories, whereas our net income in 2009 reflects revenues, cost of sales and associated administrative and selling costs only from April of that year. In addition, our results from operations in 2010 may reflect recovery from the economic slowdown in 2009 rather than inherent increased demand for our products and services or increased market share.

Changes in the availability and cost of credit to customers could decrease demand for our products and services.

In 2011, approximately 40% of our customers in Chile financed at least a portion of their vehicle purchase through financing services brokered by us in partnership with our affiliate Amicar and in Peru, approximately 21% of customers received financing brokered by us, and we believe that others may obtain independent financing for their vehicle purchase. Furthermore, most of our heavy machinery customers pay for their purchase or rental at least in part with the proceeds of financing. Therefore, if there is a decline in the availability of credit for purchasers of our products and services, or an increase in interest rates makes credit unaffordable or otherwise unfeasible, the ability of certain customers to purchase vehicles could be limited, resulting in a decline in sales or profits.

The indentures governing the Notes and our 2021 Notes contain, and any future indebtedness may contain, restrictions on our ability to operate our business and to pursue our business strategies, and our failure to comply with these covenants could result in an acceleration of our indebtedness.

The indentures governing the Notes and our 2021 Notes (as defined herein) contain, and any future indebtedness of ours may contain, a number of restrictive covenants that impose significant operating and financial restrictions, including restrictions on our ability to engage in acts that may be in our best long-term interests. The indenture governing the Notes offered hereby includes covenants that, among other things, restrict our ability to:

- incur additional indebtedness or contingent obligations;
- pay dividends or make distributions to our stockholders;
- repurchase or redeem our stock;

- make investments;
- grant liens;
- make capital expenditures;
- enter into transactions with our stockholders and affiliates;
- sell assets; and
- acquire the assets of, or merge or consolidate with, other companies.

In addition, we may incur other indebtedness in the future with the same and/or additional covenants. We cannot assure you that we will be able to maintain compliance with such covenants in the future and, if we fail to do so, that we will be able to obtain waivers from the agent and the lenders and/or amend the covenants.

Any breach of the covenants in the indentures could result in a default of the obligations under such debt and cause a default under other debt. If there were an event of default under the indentures or future credit agreements that was not cured or waived, the lenders under our credit agreements could cause all amounts outstanding thereunder to be due and payable immediately. Our assets and cash flow may not be sufficient to fully repay borrowings under future credit agreements and our obligations under the Notes offered hereby if accelerated upon an event of default. If, as or when required, we are unable to repay, refinance or restructure our indebtedness under, or amend the covenants contained in, any future credit agreements, the lenders under the facilities could declare an event of default and thereafter institute foreclosure proceedings against the assets securing borrowings pursuant to the terms of the credit agreements and other related loan documents.

Disruptions or volatility in global financial markets could limit our sources of liquidity, or the liquidity of our customers, dealers and OEMs.

Global economic conditions may cause volatility and disruptions in the capital and credit markets. During the 2009 global economic downturn, financial markets decreased the availability of liquidity, credit and credit capacity. Although we were able to obtain sufficient funding during this period to satisfy our working capital needs, there can be no assurance that we would be able to do so in a future downturn. An inability to access capital and credit markets may have an adverse effect on our business, results of operations, financial condition and competitive position.

Changes in interest rates could adversely impact our profitability.

After giving effect to the application of the proceeds of the Notes (as described in "Use of Proceeds"), some of our debt will bear interest based on a floating rate. Therefore, our interest expense will rise with increases in interest rates. Rising interest rates may also have the effect of depressing demand in the interest rate sensitive aspects of our business, particularly new and used vehicle sales, because many of our customers finance their vehicle purchases. As a result, rising interest rates may have the effect of simultaneously increasing our costs and reducing our revenues.

A decline of available financing provided by certain financial institutions may adversely affect our sales.

A significant portion of vehicle buyers finance their purchases of automobiles. In addition, we record revenue from commissions generated by brokering financing for vehicle purchases in Chile through our affiliate Amicar and on a transactional basis with certain banks in Peru. If financial institutions were to tighten their credit standards or decrease the availability of credit, the ability of these customers to purchase vehicles could be limited, which could decrease our sales and have a material adverse effect on our results of operations.

Our insurance does not fully cover all of our operational risks, and changes in the cost of insurance or the availability of insurance could materially increase our insurance costs or result in a decrease in our insurance coverage.

The operation of automobile dealerships is subject to a broad variety of risks. While we have property and liability insurance, we do not carry business interruption insurance, and we are self-insured for a portion of our potential liabilities. In certain instances, our insurance may not fully cover an insured loss depending on the magnitude and nature of the claim. Additionally, changes in the cost of insurance or the availability of insurance in the future could substantially increase our costs to maintain our current level of coverage or could cause us to reduce our insurance coverage and increase the portion of our risks that we self-insure.

Due to the nature of the automotive retailing business, we may be involved in legal proceedings or suffer losses that could have a material adverse effect on our business.

We will continue to be involved in legal proceedings in the ordinary course of business. A significant judgment against us, the loss of a significant license or permit, or the imposition of a significant fine could have a material adverse effect on our business, financial condition and future prospects. In addition, it is possible that we could suffer losses at individual dealerships due to fraud or theft.

Risk Factors Related to Chile

Our growth and profitability depend on the level of economic activity in Chile.

In 2011 and the first nine months of 2012, 63.2% and 62.2%, respectively, of our sales were derived from our operations in Chile. Accordingly, our financial condition and results of operations are dependent to a significant extent on the level of economic activity in Chile. The Chilean economy has been influenced, to varying degrees, by economic conditions in other emerging and developed countries, and by the economic effects of the global financial crisis, including the deceleration of economic growth of Asian or other developed countries to which Chile exports its goods. In addition, economic activity in Chile was temporarily affected by the earthquake and resulting tsunami of February 27, 2010. In spite of the recent growth of the Chilean economy, we cannot assure you that the Chilean economy will continue to grow in the future or that future developments in or affecting the Chilean economy, including further consequences of continuing economic difficulties in other emerging and developed markets, including some of our neighboring countries, will not materially and adversely affect our business, financial condition or results of operations.

According to data published by the Chilean Central Bank, the Chilean economy contracted by 1.7% in 2009. This economic recession caused a rise in unemployment, a decline in consumer spending, a fall in real estate prices and a general decline in economic activity, which we believe led to decreased demand for automotive products and services, and adversely affected our financial condition and results of operations that year. In 2010, the Chilean economy recovered, with real GDP growth of 6.1%. In 2011, real GDP increased to 6.0%. In the first nine months of 2012, real GDP increased by 5.6% compared to the first nine months of 2011.

During 2011, minerals represented approximately 60% of Chile's exports and approximately 15.2% of its GDP. Therefore, the Chilean economy is vulnerable to a sharp fall in key commodity prices, especially copper. If commodity prices were to fall, employment and consumer spending would be adversely affected and as a result, demand for our products and services could decrease.

Although economic conditions are different in each country, investors' reactions to economic and political developments in one country may affect the prices of the securities of issuers in other countries, including Chile. In September 2008, the housing crisis in the United States sparked a series of financial institution failures throughout the globe. Consequently, Chile was adversely affected by a strong decrease in growth during the fourth quarter of 2008 and 2009 as its trading partners entered into recessions, which affected local sales, employment levels, plans for investment and the price of exports. Although the Chilean economy has since recovered, future global downturns could result in economic contraction in Chile, which could have a material adverse effect on our financial condition, results of operations and the price of the Notes.

In addition, our financial condition and results of operations could also be affected by regulatory changes in administrative practices, changes in economic or other policies of the Chilean government or other political or economic developments in or affecting Chile, over which we have no control.

Inflation in Chile could adversely affect our business, financial condition and results of operations.

In Chile, the inflation rate is measured by the Chilean Consumer Price Index, which is calculated by the Chilean National Statistics Institute. This index includes prices of a selected group of goods and services typically consumed by Chilean families. In the past, Chile has experienced high levels of inflation. For the years 2009, 2010 and 2011, the inflation rate in Chile was negative 1.4%, 3.0% and 4.4%, respectively, and for the twelve months ended September 30, 2012, the inflation rate was 2.8%. The measures taken by the Chilean Central Bank to control inflation have often included maintaining a tight monetary policy with high interest rates, thereby restricting the availability of credit and retarding economic growth. Inflation, measures to combat inflation and public speculation about possible additional actions have also contributed materially to economic uncertainty in Chile and to heightened volatility in its securities markets. Periods of higher inflation may also slow the growth rate of the Chilean economy and could lead to reduced demand for our products and services and decreased sales. Any future increases in the rate of inflation could depress economic activity and consumer demand in Chile, which would adversely affect demand for our products and services.

A fluctuation in the Chilean peso could adversely affect our financial condition, results of operations and value of our securities.

The Chilean peso has been subject to large devaluations and appreciations in the past and could be subject to significant fluctuations in the future. In 2007, the Chilean peso appreciation was driven by an improvement in Chilean economic indicators and record commodities prices, together with a weak performance of the U.S. dollar. More recently, the primary driver of exchange rate volatility has been the substantial appreciation of Latin American currencies, including the Chilean peso, against the U.S. dollar. The value of the Chilean peso against the U.S. dollar may continue to fluctuate significantly in the future. Substantially all of the importation and distribution contracts between us and our OEMs are denominated in U.S. dollars and we generally set the prices of our products to Chilean consumers in Chilean pesos. Therefore, a devaluation of the Chilean peso would result in an increase in the Chilean peso price that we are able to charge to our customers, which can affect consumer demand and our market share, or a decrease in our margins. In addition, substantial devaluations of the Chilean peso could impact the overall Chilean economy, thereby decreasing demand for our products and services there. Furthermore, our Peruvian Consolidated Financial Statements are reported in U.S. dollars before being translated to Chilean pesos for consolidation into our Consolidated Financial Statements. As a result, fluctuations in the exchange rate between the Chilean peso and the U.S. dollar may cause the Chilean peso results of our Peruvian operations to fluctuate. Finally, a depreciation in the Chilean peso against the U.S. dollar without a concomitant increase in prices could result in us being required to generate higher amounts of revenues in Chilean pesos in order to satisfy our dollar-denominated obligations, including the Notes. During times of softening demand and increasing competitive pressures, we may not be able to pass through higher costs associated with such exchange rate volatility to the final consumer.

According to data from the Chilean Central Bank, during 2009, the Chilean peso appreciated 20.3%, to Ch$507.10 per U.S. $1.00, and in 2010 appreciated 7.7% to Ch$468.01 per U.S. $1.00. In 2011, the Chilean peso depreciated 10.9% to Ch$519.20 per U.S. $1.00. For the nine month period ended September 30, 2012, the Chilean peso appreciated 8.8%, to Ch$473.77 per U.S. $1.00.

In the event of a fluctuation of the Chilean peso relative to the U.S. dollar, our financial condition and results of operations and our ability to meet our dollar-denominated obligations, including the Notes, could be adversely affected.

We are not a publicly traded company in Chile and are therefore not subject to Chile's securities laws and will have no public disclosure reporting obligations other than the reporting requirements under the indenture governing the Notes.

We are not a publicly traded company on any securities exchange in Chile. Therefore, we are not subject to the disclosure and financial reporting requirements of publicly listed companies in Chile. Accordingly, the information about us available to you will be very limited and will not be the same as the information disclosed by a public company in Chile or a company required to file reports with the SEC. Even if we were to become a publicly listed company in Chile, applicable Chilean laws are different from those in the United States, and in certain respects the Chilean securities markets are not as highly regulated and supervised as the U.S. securities markets.

Developments in other emerging markets or in the automotive market may adversely affect us.

Developments in the global automotive market and in other emerging markets, particularly in Latin America, may adversely affect the market for our securities and the availability of foreign capital in Chile. We cannot predict whether events in other markets will adversely affect the price of, or market for, our securities.

Unfavorable general economic conditions, including the recession in the United States and the recent financial crisis that affected the global banking system and financial markets, caused a decrease in the amount of foreign capital invested in emerging markets, including Chile and Latin America. In turn, this caused securities markets in many emerging markets, including Chile and Latin America, to decrease in value and led to depreciation of emerging market currencies compared to the U.S. dollar. We cannot give any assurance that negative developments in Latin America or other emerging markets will not occur or that such negative developments would not adversely affect the securities markets in which our securities trade or affect our access to sources of financing.

We cannot assure you of the accuracy or comparability of facts, forecasts and statistics contained in this Luxembourg listing prospectus with respect to Chile, its economy and the automotive industry.

Facts, forecasts and statistics in this document relating to Chile, Chile's economy and the Chilean automotive industry, including market share information, are derived from or based on internal estimates as well as various official and other publicly available sources that we generally believe to be reliable, including reports of ANAC. However, we cannot vouch for the quality and reliability of such official and other sources of materials. In addition, these facts, forecasts and statistics have not been independently verified by us and, therefore, we make no representation as to the accuracy of such facts, forecasts and statistics, which may not be consistent with other information compiled within or outside of Chile and may not be complete or up to date. We have taken reasonable care in reproducing or extracting the information from such sources. However, because of possibly flawed or ineffective methodologies underlying the published information or discrepancies between the published information and market practice and other problems, these facts, forecasts or statistics may be inaccurate and may not be comparable from period to period or to facts, forecasts or statistics produced for other economies, and you should not unduly rely upon them.

Risk Factors Related to Peru

A slowdown in Peruvian economic activity could affect our business, financial condition and results of operations.

In 2011 and the first nine months of 2012, 36.8% and 37.8%, respectively, of our sales were from our Peruvian operations and were, and continue to be, therefore, dependent upon the performance of the Peruvian economy. The Peruvian economy has been influenced, to varying degrees, by economic conditions in other emerging and developed countries, and by the economic effects of the global financial crisis, including the deceleration of economic growth of Asian or other developed countries to which Peru exports its goods. We cannot assure you that the Peruvian economy will continue to grow in the future or that future developments in or affecting the Peruvian economy, including further consequences of continuing economic difficulties in other emerging and developed markets, including some of our neighboring countries, will not materially and adversely affect our business, financial condition or results of operations.

According to data published by the Peruvian Central Bank, the Peruvian economy grew at a rate of 8.9% in 2007, 9.8% in 2008, and 0.9% in 2009, 8.8% in 2010 and 6.9% in 2011. In the first nine months of 2012, Peruvian GDP increased 6.5% as compared to 5.8% in the the first nine months of 2011.

Metals represent more than 55% of Peru's exports. Therefore, the Peruvian economy is vulnerable to a sharp fall in key commodity prices. If commodity prices were to fall, employment and consumer spending would be adversely affected and as a result, demand for our products and services could decrease.

Although economic conditions are different in each country, investors' reactions to economic and political developments in one country may affect the prices of the securities of issuers in other countries, including Peru. In addition, our financial condition and results of operations could also be affected by regulatory changes in administrative practices, changes in economic or other policies of the Peruvian government or other political or economic developments in or affecting Peru, over which we have no control.

Social developments in Peru could affect our business, financial condition and results of operations.

Our financial condition and results of operations may also be adversely affected by changes in Peru's social climate to the extent that such changes affect the nation's stability, social and economic policies, growth, outlook or regulatory environment. While Peru has experienced economic growth in the recent past, political tensions, high levels of poverty and unemployment, and social conflicts with local communities continue to be pervasive in Peru. Recently, different regions in Peru (including Cajamarca in the north and Tacna in the south) have experienced strikes and protests related mainly to the environmental impact of metallic mining activities, resulting in political tensions and commercial disruptions in that area. Future government policies in response to social unrest could include increased taxation as well as expropriation of assets. These policies could materially and adversely affect the Peruvian economy and, as a result, our business, financial condition and results of operations.

Political developments in Peru could affect our business, financial condition and results of operations.

Our financial condition and results of operations may also be adversely affected by changes in Peru's political climate to the extent that such changes affect the nation's economic policies, growth, stability, outlook or regulatory environment.

Presidential elections in Peru occur every five years, and the most recent election occurred on June 5, 2011. Ollanta Humala, a leftist former army officer, won the presidential election in a run-off vote against Keiko Fujimori, and took office as President on July 28, 2011. President Humala's presidential campaign was based on a platform of poverty reduction and wealth redistribution, including by means of interventionist policies, although since his inauguration President Humala has backed more centrist economic policies. We cannot assure you that the administration will not pursue significant changes in the country's economic policies and regulations, including tax increases, price controls, higher minimum wages and employee pension requirements, stricter environmental, health and safety standards, greater rights and expectations for local communities and more proactive or interventionist government policies in certain sectors of the economy. Such policies, if implemented, could materially and adversely affect our business, financial condition and results of operations and ability to repay the Notes.

In addition, because in the most recent election for congress, which occurred on April 10, 2011, no single party obtained a clear majority, government gridlock and political uncertainty may occur. We cannot provide any assurances that political or social developments in Peru, over which we have no control, will not have an adverse effect on Peru's economic situation and on our business, results of operation, financial condition and ability to pay interest and principal on the Notes.

Inflation in Peru could adversely affect our business, financial condition and results of operations.

In Peru, the inflation rate is measured by the Peruvian Consumer Price Index, which is calculated by the *Instituto Nacional de Estadística e Informática* (the National Institute of Statistics and Information Technology). This index includes prices of a selected group of goods and services typically consumed by Peruvian families. Between 2000 and 2007, average inflation in Peru was 2.2%. However, in the past, Peru has experienced high levels of inflation, and in 2008, inflation reached 7.3%. The rate of inflation was 0.3% in 2009, 2.1% in 2010, 4.7% in 2011 and 2.7% in the first nine months of 2012. Any future increases in the rate of inflation could depress economic activity and consumer demand in Peru, which would adversely affect demand for our products and services.

A fluctuation in the Peruvian nuevo sol could adversely affect our results of operations.

Substantially all of the importation and distribution contracts between our Peruvian subsidiaries and OEMs are denominated in U.S. dollars and unlike in Chile, we generally set the prices of our products to customers in U.S. dollars. Salaries for our customers, however, are generally denominated in Peruvian nuevo soles. Therefore a devaluation of the Peruvian nuevo sol would result in an increase in the Peruvian nuevo sol price of our U.S. dollar denominated vehicles to our customers. This increase could result in a decrease in consumer demand and therefore market share, or a decrease in our margins. In addition, substantial devaluations of the Peruvian nuevo sol could impact the overall Peruvian economy, thereby decreasing demand for our products and services. Furthermore, although our functional currency is the Peruvian nuevo sol, in accordance with Peruvian GAAP, our Peruvian Consolidated Financial Statements are reported in U.S. dollars before being translated to Chilean pesos for consolidation into our Consolidated Financial Statements. As a result, fluctuations in the exchange rate between the Peruvian nuevo sol and the U.S. dollar may cause the U.S. dollar results of our Peruvian operations to fluctuate, and they may fluctuate differently than if our Peruvian Consolidated Financial Statements were translated directly to Chilean pesos Finally, a depreciation in the Peruvian nuevo sol against the U.S. dollar without a concomitant increase in prices could result in us being required to generate higher amounts of revenues in Peruvian nuevo soles in order to satisfy our dollar-denominated obligations, including the Notes.

The Peruvian nuevo sol has been subject to large devaluations and appreciations in the past and could be subject to significant fluctuations in the future. According to the data reported by the Peruvian Central Reserve Bank, during 2009, the Peruvian nuevo sol appreciated 8.0% to P$2.89 per U.S. $1.00, in 2010, the Peruvian nuevo sol appreciated 3.1% to P$2.80 per U.S. $1.00 and, in 2011, the Peruvian nuevo sol appreciated 4.0% to P$2.70 per U.S. $1.00. As of September 30, 2012, the Peruvian nuevo sol appreciated 3.7% to P$2.60 per U.S. $1.00 and as of November 30, 2012 the Peruvian nuevo sol appreciated 4.4% to P$2.58 per U.S. $1.00.

In the event of a fluctuation of the Peruvian nuevo sol relative to the U.S. dollar, our financial condition and results of operations and our ability to meet our dollar-denominated obligations, including the Notes, could be adversely affected.

The re-implementation of protectionist and interventionist laws by the Peruvian government, including restrictive exchange rate policies, could have an adverse effect on our business, financial condition and results of operations.

Over the past 20 years, the Peruvian economy has undergone a major transformation from a highly protected and regulated system to a free-market economy. Since 1991, protectionist and interventionist laws and policies have been gradually dismantled to create a liberal economy dominated by the private sector and market forces. Exchange controls and restrictions on remittances of profits, dividends and royalties have disappeared. However, it is uncertain whether a new Peruvian government will continue to pursue business-friendly and open-market economic policies or policies that stimulate economic growth and social stability. Any changes in the Peruvian economy or the Peruvian government's economic policies may adversely affect us. Protectionist policies or tariffs could increase our cost of importing vehicles or may lead to a complete ban on certain imports. Any protectionist policies that would affect our ability to import vehicles would affect our business, financial condition and results of operations.

Risk Factors Related to the Notes

The Notes are an issue of securities for which there may not be an established trading market. You may be unable to sell your Notes if a trading market for the Notes does not exist.

The offer and sale of the Notes have not been registered under the Securities Act or any state securities laws and may not have an established trading market. The Notes are being offered and sold only to qualified institutional buyers within the meaning of Rule 144A under the Securities Act and in offshore transactions to persons other than U.S. persons pursuant to Regulation S under the Securities Act. We do not intend to exchange the Notes for Notes that are registered under the Securities Act. This could affect the trading price of the Notes. See "*Notice to Investors*."

The Notes do not have an established trading market. If a trading market does not develop or is not maintained, holders of the Notes may experience difficulty in reselling the Notes or may be unable to sell them at all, which could adversely affect the market price and liquidity of the Notes. We will apply to have the Notes listed on the Luxembourg Stock Exchange and admitted for trading on the Euro MTF market. However, we cannot assure you that a trading market will develop.

The Notes cannot be publicly offered in Chile unless the issuer and the Notes are registered with the *Superintendencia de Valores y Seguros* (the Chilean Securities Commission or "SVS"). The definition of a public offering of securities under Chilean law includes both offers directed to the general public and offers directed to a part or specific group thereof. We do not expect to register the Notes with the SVS.

The initial purchasers are not obligated to make a market in the Notes. No assurance can be given about the liquidity of any markets that may develop for the Notes, the ability of holders to sell the Notes or the prices at which the Notes could be sold. Because the market for the Notes may not be liquid, you may have to bear the economic risk of an investment in the Notes for an indefinite period of time.

Even if a market for the Notes develops, the liquidity of any market for the Notes will depend on the number of holders of the Notes, the interest of securities dealers in making a market in the Notes and other factors, therefore, a market for the Notes may develop but it may not be liquid. In addition, trading prices could be higher or lower than the initial offering price. The price of the Notes will depend on many factors, including prevailing interest rates, our operating results and the market for similar securities. Declines in the market for debt and equity securities generally may also materially and adversely affect the liquidity of the Notes, independent of our financial performance. See "*Description of the Notes*", "*Plan of Distribution*" and "*Notice to Investors*."

The Notes are subject to certain transfer restrictions.

The Notes are being offered in reliance upon an exemption from registration under the Securities Act. Therefore, the Notes may be transferred or resold only in a transaction registered under or exempt from the registration requirements of the Securities Act and in compliance with any other applicable securities law. See "*Notice to Investors*."

Changes in Chilean tax laws could lead to the redemption of the Notes by us.

Payments of interest in respect of the Notes made by us to foreign holders will be subject to Chilean interest withholding tax at a rate of 4.0%. Subject to certain exceptions, we will pay additional amounts so that the amount received by the holder after Chilean withholding tax will equal the amount that would have been received if no such taxes had been applicable. Under the indenture, the Notes are redeemable at our option, subject to applicable Chilean law, in whole (but not in part) at any time at the principal amount thereof plus accrued and unpaid interest and any additional amounts due thereon if, as a result of changes in the laws or regulations affecting Chilean taxation, we become obligated to pay additional amounts on the Notes (in excess of additional amounts payable in respect of the 4.0% withholding tax payable on payments of interest on the Notes). Although no proposal to increase the withholding tax rate in Chile is currently pending, we cannot assure you that an increase in withholding tax rate will not be presented to or enacted by the Chilean Congress.

The obligations under the Notes will be subordinated to certain statutory liabilities and the liabilities of our subsidiaries.

Under Chilean Bankruptcy law, the obligations under the Notes are subordinated to certain statutory preferences. In the event of liquidation, such statutory preferences, including, without limitation, claims for salaries, wages, secured obligations, social security, taxes and court fees and expenses, will have preference over any other claims, including claims by any investor in respect of the Notes. In addition, the liabilities of our subsidiaries are structurally senior to the Notes.

Holders of Notes may find it difficult to enforce civil liabilities against us or our directors, officers and controlling persons.

We are organized under the laws of Chile and our principal place of business *(domicilio social)* is in Santiago, Chile. All of our directors, officers and controlling persons reside outside of the United States. In addition, all or a substantial portion of our assets are located outside of the United States. As a result, it may be difficult for holders of Notes to effect service of process within the United States on such persons or to enforce judgments against them, including in any action based on civil liabilities under the U.S. federal securities laws. Our Chilean counsel has expressed that there is doubt as to the enforceability, in original actions in Chilean courts, of liabilities predicated solely upon U.S. federal securities laws and as to the enforceability in Chilean courts of judgments of U.S. courts obtained in actions predicated upon the civil liability provisions in the U.S. federal securities laws. See "*Service of Process and Enforcement of Civil Liabilities*."

We may incur additional indebtedness ranking equally to the Notes or secured indebtedness.

The Indenture will permit us to issue additional debt that ranks on an equal and ratable basis with the Notes. If we incur any additional debt that ranks on an equal and ratable basis with the Notes, the holders of that debt will be entitled to share ratably with the holders of the Notes in any proceeds distributed in connection with an insolvency, liquidation, reorganization, dissolution or other winding-up of us subject to satisfaction of certain debt limitations. This may have the effect of reducing the amount of proceeds paid to you. We also have the ability to incur collateralized debt and such debt would be effectively senior to the Notes to the extent of such collateral.

We will not have guaranteed access to U.S. dollars for repayment of the Notes.

Under Chilean laws and Chilean Central Bank regulations, we will not have guaranteed access to the Formal Exchange Market for payment of interest and principal on the Notes in U.S. dollars. However, we are permitted to purchase U.S. dollars to make payments of interest and principal on the Notes. Future Chilean Central Bank regulations or legislative changes to the current foreign exchange control regime in Chile could restrict or prevent us from purchasing U.S. dollars for purposes of making payments under the Notes. See "*Exchange Controls in Chile*."

Claims of noteholders will be structurally subordinated to the claims of creditors of our non-guarantor subsidiaries.

The Notes will not be guaranteed by all of our subsidiaries. For example, our subsidiaries organized under the laws of Peru and Brazil will not guarantee the Notes. Accordingly, claims of holders of the Notes will be structurally subordinated to the claims of creditors of these non-guarantor subsidiaries, including trade creditors. All obligations of our non-guarantor subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us or a guarantor of the Notes.

Since approximately 36.78% of our revenues came from the operations of Peruvian subsidiaries in 2011, our cash flow and our ability to service debt, including our and the guarantor's ability to pay the interest on and principal of the Notes when due, are dependent to some extent on cash dividends and distributions and other transfers of cash from our Peruvian subsidiaries. In addition, any payment of interest, dividends, distributions, loans or advances by our Peruvian or Brazilian subsidiaries to us and the guarantor, as applicable, could be subject to taxation or other restrictions on dividends or repatriation of earnings under Peruvian or Brazilian law, monetary transfer restrictions and foreign currency exchange regulations in Peru or Brazil. Moreover, payments to us and the guarantor by the Peruvian or Brazilian subsidiaries will be contingent upon these subsidiaries' earnings.

Our Peruvian and Brazilian subsidiaries are separate and distinct legal entities and have no obligations, contingent or otherwise, to pay any amounts due pursuant to the Notes, or to make any funds available therefor, whether by dividends, loans, distributions or other payments. Any right that we or the guarantor have to receive any assets of any of our Peruvian or Brazilian subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of holders of Notes to realize proceeds from the sale of any of those subsidiaries' assets, will be structurally subordinated to the claims of that subsidiary's creditors, including trade creditors and holders of debt of that subsidiary.

The Notes will be structurally subordinated to all of the liabilities of our subsidiaries that do not guarantee the Notes. As of September 30, 2012, our non-guarantor subsidiaries (other than Bramont) had total assets of Ch$135,749.3 million (U.S. $286.5 million) representing 32.4% of our consolidated total assets, total long-term liabilities of Ch$3,827.1 million (U.S. $8.1 million) representing 1.76% of our consolidated total long-term liabilities and total liabilities of Ch$84,984.9 million (U.S. $179.4 million) representing 27.1% of our consolidated total liabilities. Furthermore, for the nine months ended September 30, 2012, our non-guarantor subsidiaries (other than Bramont) had sales of Ch$203,487.50 million (U.S. $429.5 million) or 37.8% of our consolidated sales, net income of Ch$10,915.1 (U.S. $23.0 million) representing 34.2%% of our consolidated net income and EBITDA of Ch$19,917.0 (U.S. $42.0 million) representing 37.8% of our consolidated EBITDA.

Your right to receive payments on the Notes will be effectively junior to those lenders who have a security interest in our assets.

The Notes will be effectively subordinated to any of our secured indebtedness to the extent of the value of the real properties securing such indebtedness. In the event of any bankruptcy, liquidation or dissolution of our assets, holders of secured indebtedness will have a prior claim to the assets that constitute the collateral. Additionally, the indenture governing the Notes permits us and/or our subsidiaries to incur additional indebtedness, including secured indebtedness, under certain circumstances. As of September 30, 2012, after giving effect to the offering of the Notes and the use of proceeds therefrom, Gildemeister and the guarantor would have approximately Ch$2,011.6 million (U.S. $4.2 million) of secured indebtedness outstanding, which is secured by a portion of our real property; however, this amount does not include any repayments or amortizations of our secured indebtedness since

September 30, 2012. Additionally, under the indenture we can incur additional amounts of secured debt. See "*Description of the Notes*."

To service our indebtedness, including the Notes, we will require a significant amount of cash. The ability to generate cash depends on many factors beyond our control.

Our ability to make payments on and to refinance our indebtedness, including the Notes, and to fund planned capital expenditures will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

We cannot assure you, however, that our business will generate sufficient cash flow from operations, that currently anticipated cost savings and operating improvements will be realized on schedule, that current capital spending projects will not require significant additional funds to complete or be successful, or that future borrowings will be available to us in an amount sufficient to enable us to pay our indebtedness, including the Notes, or to fund our other liquidity needs. If we consummate an acquisition, our debt service requirements could increase. We may need to refinance all or a portion of our indebtedness, including the Notes on or before maturity. We cannot assure you that we will be able to refinance any of our indebtedness, including our credit facilities and the Notes, on commercially reasonable terms or at all.

We may not have the ability to raise the funds necessary to finance any change of control offer required by the indenture governing the Notes.

If we undergo a change of control (as defined in the indenture governing the Notes) we may need to refinance large amounts of our debt, including the Notes. If a change of control occurs, we must offer to buy back the Notes for a price equal to 101% of the principal amount of the Notes, plus any accrued and unpaid interest. We cannot assure you that there will be sufficient funds available for us to make any required repurchases of the Notes upon a change of control. If we fail to repurchase the Notes in that circumstance, we will go into default under the indenture governing the Notes. Any future debt which we incur may also contain restrictions on repayment upon a change of control. If any change of control occurs, we cannot assure you that we will have sufficient funds to satisfy all of our debt obligations. The buyback requirements may also delay or make it harder for others to effect a change of control. See "*Description of the Notes—Change of Control*."

Fraudulent transfer laws may permit a court to void the guarantee and, if that occurs, you may not receive any payments on the Notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the Notes and the incurrence of the guarantee. Under fraudulent transfer or conveyance laws, which may vary from jurisdiction to jurisdiction, the Notes or guarantee could be voided as a fraudulent transfer or conveyance if (1) we or the guarantor, as applicable, issued the Notes or incurred the guarantee with the intent of hindering, delaying or defrauding creditors or (2) we or the guarantor, as applicable, received less than reasonably equivalent value or fair consideration in return for either issuing the Notes or incurring the guarantee and, in the case of (2) only, one of the following is also true at the time thereof:

- we or the guarantor, as applicable, were insolvent or rendered insolvent by reason of the issuance of the Notes or the incurrence of the guarantee;

- the issuance of the Notes or the incurrence of the guarantee left us or the guarantor, as applicable, with an unreasonably small amount of capital to carry on the business;

- we or the guarantor intended to, or believed that we or the guarantor would, incur debts beyond our or the guarantor's ability to pay as they mature; or

- we or the guarantor was a defendant in an action for money damages, or had a judgment for money damages docketed against us or the guarantor if, in either case, after final judgment, the judgment is unsatisfied.

If a court were to find that the issuance of the Notes or the incurrence of the guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the Notes or the guarantee or subordinate the Notes or the guarantee to presently existing and future indebtedness of ours or of the guarantor, or require the holders of the Notes to repay any amounts received with respect to such guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the Notes. Further, the voidance of the Notes could result in an event of default with respect to our and our subsidiaries' other debt that could result in acceleration of such debt.

We cannot be certain as to the standards a court would use to determine whether or not we or the guarantor were solvent at the relevant time or, regardless of the standard that a court uses, that the issuance of the guarantee would not be subordinated to our or any of our guarantor's other debt.

USE OF PROCEEDS

On January 15, 2013, we received net proceeds of approximately U.S. $297 million. We will use the net proceeds from the sale of the Notes to repay certain of our short-term indebtedness, approximately U.S. $45.4 million of our long-term bank debt and for general corporate purposes.

CAPITALIZATION

The following table sets forth our consolidated capitalization, in accordance with Chilean GAAP, as of September 30, 2012, on an actual basis, and as adjusted to give effect to receipt of approximately U.S. $300.0 million in gross proceeds from the sale of the Notes as if such sale had occurred on September 30, 2012.

This table should be read in conjunction with the information contained in "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Audited Consolidated Annual Financial Statements included elsewhere in this Luxembourg listing prospectus.

	As of September 30, 2012		
	Historical	**As adjusted for the Notes**	
	(in millions of constant Ch$ as of September 30, 2012)		**(in thousands of US$)[(1)]**
Cash and Cash Equivalents:			
Cash and cash equivalents	Ch$ 20,873.8	Ch$ 117,549.7	US$ 248,115.5
Short-Term Financial Debt:			
Bank loans and loans from other institutions[(2)]	32,590.4	8,663.0	18,285.2
2021 Notes – short term portion	5,586.3	5,586.3	11,791.2
Long-Term Financial Debt:			
Notes offered hereby[(3)]	--	142,131.0	300,000.0
Bank loans and loans from other institutions	23,699.6	2,171.9	4,584.3
2021 Notes	190,382.0	190,382.0	401,844.8
Stockholder's Equity:			
Stockholders' equity	105,817.0	105,817.0	223,351.0
Total Capitalization	**Ch$ 358,075.2**	**Ch$ 454,751.2**	**US$ 959,856.5**

(1) Amounts stated in U.S. dollars as of or for the nine months ended September 30, 2012 have been translated from Chilean pesos at the exchange rate of Ch$473.77 = U.S. $1.00 as of September 30, 2012, published by the Chilean Central Bank on October 1, 2012. See "*Exchange Rates.*"

(2) Between September 30, 2012 and December 28, 2012, our short-term financing for inventory increased by approximately Ch$30,880.3 million in Chile and Ch$9,957.2 million in Peru.

(3) The Notes offered hereby are presented at their face amount (without giving effect to net proceeds received).

EXCHANGE RATES

Chile has two currency markets, the Formal Exchange Market (*Mercado Cambiario Formal*) and the Informal Exchange Market (*Mercado Cambiario Informal*). The Formal Exchange Market is comprised of banks and other entities authorized by the Chilean Central Bank. The Informal Exchange Market is comprised of entities that are not expressly authorized to operate in the Formal Exchange Market, such as certain foreign exchange houses and travel agencies, among others. The Chilean Central Bank is empowered to require that certain purchases and sales of foreign currencies be carried out on the Formal Exchange Market. Both the Formal and Informal Exchange Markets are driven by free market forces. Current regulations require that the Chilean Central Bank be informed of certain transactions and that they be effected through the Formal Exchange Market.

The *dólar observado* (the "Observed Exchange Rate"), which is reported by the Chilean Central Bank and published daily in the *Diario Oficial* (Official Gazette), is the weighted average exchange rate of the previous business day's transactions in the Formal Exchange Market. Nevertheless, the Chilean Central Bank may intervene by buying or selling foreign currency on the Formal Exchange Market to attempt to maintain the Observed Exchange Rate within a desired range.

The Informal Exchange Market reflects transactions carried out at an informal exchange rate (the "Informal Exchange Rate"). There are no limits imposed on the extent to which the rate of exchange in the Informal Exchange Market can fluctuate above or below the Observed Exchange Rate. In recent years, the variation between the Observed Exchange Rate and the Informal Exchange Rate has not been significant. Even though the Chilean Central Bank is authorized to carry out its transactions at the Observed Exchange Rate, it often uses spot rates instead. Many other banks carry out foreign exchange transactions at spot rates as well.

The Federal Reserve Board does not report a noon buying rate for Chilean pesos.

As of December 24, 2012, the Observed Exchange Rate was Ch$476.40 = U.S. $1.00.

The following table sets forth for each of the last five years and through December 24, 2012, the annual low, high, average and year-end Observed Exchange Rates for dollars as reported by the Chilean Central Bank. No representation is made that the Chilean peso or the dollar amounts referred to herein actually represent, could have been or could be converted into dollars or Chilean pesos, as the case may be, at the rates indicated, at any particular rate or at all.

	Observed Exchange Rates (Ch$ per US$)			
Year	**Low**	**High**	**Average**(1)	**Period-end**(2)
2008	431.22	676.75	528.88	636.45
2009	491.09	643.87	553.77	507.10
2010	468.37	549.17	511.20	468.01
2011	455.91	533.74	484.50	519.20
2012 (through December 24, 2012)	473.77	519.69	486.89	476.40

(1) The average of monthly average rates during the year-long periods and the daily average for the monthly periods. The yearly average rate is calculated as the average of the exchange rates on the last day of each month during the period.
(2) As reported by the Chilean Central Bank the first business day following the last day of the period.
Source: Chilean Central Bank.

EXCHANGE CONTROLS IN CHILE

Pursuant to Article 39 of Law No. 18,880 (the Central Bank Act), any person or entity may freely execute any foreign exchange transaction unless the Chilean Central Bank imposes a restriction or limitation upon such foreign exchange transaction.

The Chilean Central Bank is the entity responsible for monetary policies and exchange controls in Chile. Chilean issuers are authorized to offer securities internationally provided they comply with, among other things, the provisions of Chapter XIV of the Compendium of Foreign Exchange Regulations of the Chilean Central Bank (the "Compendium").

Pursuant to the provisions of Chapter XIV of the Compendium, it is not necessary to seek the Chilean Central Bank's prior approval in order to issue the Notes. The Chilean Central Bank only requires that (i) the remittance of funds obtained from the sale of the Notes into Chile be made through the Formal Exchange Market and disclosed to the Chilean Central Bank as described below; and (ii) all remittances of funds to make payments under the Notes made from Chile be made through the Formal Exchange Market and disclosed to the Chilean Central Bank as described below.

The proceeds of the sale of the Notes may be brought into Chile or held abroad. If we remit the funds obtained from the sale of the Notes into Chile, such remittance must be made through the Formal Exchange Market and we must deliver to the Chilean Central Bank directly or through an entity of the Formal Exchange Market an annex providing information about the transaction, together with a letter instructing such entity to deliver the foreign currency or the peso equivalent thereof to us. If we do not remit the funds obtained from the sale of the Notes into Chile, we have to provide the same information to the Central Bank directly or through an entity of the Formal Exchange Market, within the first 10 days of the month following the date on which we received the funds. Any international issue of bonds in an aggregate amount exceeding U.S. $1,000,000 must be notified to the Chilean Central Bank before or on the date the proceeds from the issuance are remitted to Chile and received by the issuer or simultaneously with the remittance into Chile of such proceeds. The regulations require that the information provided describe the financial terms and conditions of the securities offered, related guarantee and the schedule of payments.

All payments in connection with the Notes made from Chile must be made through the Formal Exchange Market. Pursuant to Chapter XIV of the Compendium, no prior authorization from the Chilean Central Bank is required for such payments in U.S. dollars. The participant in the Formal Exchange Market involved in the transfer must provide certain information to the Chilean Central Bank on the banking business day following the day of payment. In the event payments are made outside Chile using foreign currency held abroad, we must provide the relevant information to the Chilean Central Bank directly or through an entity of the Formal Exchange Market within the first 10 days of the month following the date on which the payment was made.

Under Chapter XIV of the Compendium, payments and remittances of funds from Chile are governed by the rules in effect at the time the payment or remittance is made. Therefore, any change made to Chilean laws and regulations after the date hereof will affect foreign investors who have acquired the Notes. We cannot assure you that further Chilean Central Bank regulations or legislative changes to the current foreign exchange control regime in Chile will not restrict or prevent us from acquiring U.S. dollars or that further restrictions applicable to us will not affect our ability to remit U.S. dollars for payment of interest or principal on the Notes.

The above is a summary of the Chilean Central Bank's regulations with respect to the issuance of debt securities, including the Notes, as in force and effect as of the date of this Luxembourg listing prospectus. We cannot assure you that restrictions will not be imposed in the future, nor can there be any assessment of the duration or impact of such restrictions if imposed. This summary does not purport to be complete and is qualified in its entirety by reference to the provisions of Chapter XIV of the Compendium, a copy of which is available from us upon request.

SELECTED CONSOLIDATED FINANCIAL AND OPERATING INFORMATION

The following summary consolidated financial and operating information should be read in conjunction with, and is qualified in its entirety by reference to, our Audited Consolidated Annual Financial Statements and Unaudited Interim Consolidated Financial Statements, including the accompanying notes thereto, and the information in sections "Presentation of Financial Information", "Selected Consolidated Financial Information" and "Management's Discussion and Analysis of Results of Operations and Financial Conditions" appearing elsewhere in this Luxembourg listing prospectus.

Our Audited Consolidated Annual Financial Statements and our Unaudited Interim Consolidated Financial Statements are prepared in accordance with Chilean GAAP, which differs in certain respects from IFRS. We have made no attempt to quantify these differences. See Appendix A for a description of the main differences between Chilean GAAP and IFRS. For further details and specific questions, investors should consult their professional advisors for an understanding of the differences between Chilean GAAP and IFRS.

In April 2009, we began conducting directly the sales of non-Hyundai new vehicles and OEM parts, used vehicles and third-party after-market accessories in Chile and the sales of certain brands of heavy machinery in Chile and Peru that had previously been sold by our affiliates and for which we do not hold the importation and distribution agreements. Our summary consolidated financial and operating information since April 2009 includes these operations and therefore financial and operating information since that date may not be directly comparable with financial and operating information prior to that date.

The tables below present summary consolidated financial information derived from our audited consolidated financial statements as of and for the year ending December 31, 2008, our Audited Consolidated Annual Financial Statements and our Unaudited Interim Consolidated Financial Statements. Our Audited Consolidated Annual Financial Statements have been audited by PricewaterhouseCoopers, Consultores, Auditores y Cia. Ltda. The report of PricewaterhouseCoopers, Consultores, Auditores y Cia, Ltda. on our Audited Consolidated Annual Financial Statements appears elsewhere in this Luxembourg listing prospectus.

The following tables present our summary consolidated financial and operating information as of December 31, 2010 and 2011 and for the years ended December 31, 2008, 2009, 2010 and 2011 and as of September 30, 2012 and for the nine months ended September 30, 2011 and 2012.

	For the year ended December 31,				
	2008	2009	2010	2011	2011
	(in millions of constant Ch$ as of December 31, 2011)				(in thousands of US$)[1]
Income Statement Data:					
Sales	Ch$ 415,376.3	Ch$ 381,660.0	Ch$ 534,558.4	Ch$ 680,769.6	US$ 1,311,189.3
Cost of sales	(317,808.3)	(296,552.9)	(404,520.4)	(507,629.8)	(977,715.3)
Gross profit	97,568.0	85,107.1	130,038.0	173,139.7	333,474.0
Administrative and selling expenses	(55,800.0)	(62,042.4)	(75,997.2)	(93,210.2)	(179,526.6)
Operating income	41,768.0	23,064.7	54,040.8	79,929.5	153,947.4
Non-operating income (loss)	(33,452.9)	(9,367.7)	(13,012.5)	(30,570.0)	(58,879.0)
Income before income tax	8,315.1	13,696.9	41,028.3	49,359.5	95,068.4
Income taxes	(3,811.3)	(2,425.8)	(7,460.9)	(12,422.2)	(23,925.7)
Consolidated Income	4,503.8	11,271.2	33,567.4	36,937.3	71,142.7
Minority interest	0.2	--	--	--	--
Net Income	**Ch$ 4,504.0**	**Ch$ 11,271.2**	**Ch$ 33,567.4**	**Ch$ 36,937.3**	**US$ 71,142.7**

	For the nine months ended September 30,		
	2011(3)	2012(3)	2012(3)
	(in millions of constant Ch$ as of September 30, 2012)		(in thousands of US$)(2)
Income Statement Data:			
Sales	Ch$ 504,886.8	Ch$ 538,164.6	US$ 1,135,919.5
Cost of sales	(372,247.2)	(412,113.4)	(869,859.6)
Gross profit	132,639.6	126,051.2	266,059.9
Administrative and selling expenses	(68,526.8)	(79,067.6)	(166,890.3)
Operating income	64,112.8	46,983.7	99,169.6
Non-operating income (loss)	(27,136.2)	(5,898.0)	(12,449.1)
Income before income tax	36,976.7	41,085.7	86,720.6
Income taxes	(9,013.3)	(9,194.2)	(19,406.3)
Consolidated Income	27,963.4	31,891.5	67,314.3
Minority interest	--	(0.4)	(0.9)
Net Income	**Ch$ 27,963.4**	**Ch$ 31,891.1**	**US$ 67,314.4**

	As of December 31,			As of September 30,	
	2010	2011	2011	2012(3)	2012(3)
	(in millions of constant Ch$ as of December 31, 2011)		(in thousands of US$)(1)	(in millions of constant Ch$ as of September 30, 2012)	(in thousands of US$)(2)
Balance Sheet Data:					
Current assets	Ch$ 236,373.0	Ch$ 341,581.5	US$ 657,899.7	Ch$ 284,992.7	US$ 601,542.3
Net property, plant and equipment	49,373.2	70,488.1	135,762.9	103,972.3	219,457.3
Other assets	3,042.5	14,231.7	27,410.8	30,071.5	63,472.8
Total Assets	**288,788.8**	**426,301.3**	**821,073.4**	**419,036.4**	**884,472.4**
Current liabilities	128,155.1	162,103.6	312,218.0	95,832.8	202,277.1
Long-term liabilities	86,729.3	166,404.0	320,500.8	217,385.8	458,842.5
Non-controlling interest	0.7	0.7	1.3	0.9	1.9
Shareholders' equity	73,903.7	97,793.0	188,353.2	105,817.0	223,351.0
Total Liabilities and Shareholders' Equity	**Ch$ 288,788.8**	**Ch$ 426,301.3**	**US$ 821,073.4**	**Ch$ 419,036.4**	**US$ 884,472.4**

	For the year ended December 31,				
	2008	2009	2010	2011	2011
	(in millions of constant Ch$ as of December 31, 2011, other than percentages, ratios and operating data)				(in thousands of US$)(1)
Consolidated Statement of Financial Position Data:					
Net cash flow (used in) provided by operating activities	Ch$ (36,837.6)	Ch$ 58,005.8	Ch$ 15,264.1	Ch$ 11,415.2	US$ 21,986.0
Net cash flow used in investing activities	(13,560.1)	(5,161.6)	(9,002.9)	(22,043.0)	(42,455.7)
Net cash flow provided by (used in) financing activities	57,674.5	(55,030.3)	12,336.9	65,201.9	125,581.5
Net cash flow	**Ch$ 7,276.8**	**Ch$ (2,186.2)**	**Ch$ 18,598.1**	**Ch$ 54,574.1**	**US$ 105,111.9**
Other Financial Data:					
EBITDA(4)	Ch$ 46,842.2	Ch$ 26,476.8	Ch$ 58,293.9	Ch$ 86,867.9	US$ 167,311.0
EBITDA margin(4)(5)	11.3%	6.9%	10.9%	12.8%	12.8%
Acquisition of property, plant and equipment	11,964.2	Ch$ 9,979.5	Ch$ 7,417.1	Ch$ 24,040.5	US$ 46,303.0
Ratio of net financial debt to EBITDA(4)(6)	3.9x	4.5x	2.2x	2.1x	2.1x
Ratio of EBITDA to	3.6x	1.9x	4.8x	4.3x	4.3x

	For the year ended December 31,				
	2008	2009	2010	2011	2011
	(in millions of constant Ch$ as of December 31, 2011, other than percentages, ratios and operating data)				(in thousands of US$)[(1)]
interest expense[(4)]					
Operating Data:					
New Vehicle Sales:					
Chile	30,824	29,370	39,551	42,616	
Peru	12,370	13,207	19,464	25,828	
Total	**43,194**	**42,580**	**59,015**	**68,444**	

	For the nine months ended September 30,					
	2011[(3)]		2012[(3)]		2012[(3)]	
	(in millions of constant Ch$ as of September 30, 2012, other than percentages, ratios and operating data)				(in thousands of US$)[(2)]	
Consolidated Statement of Financial Position Data:						
Net cash flow (used in) provided by operating activities	Ch$	22,387.8	Ch$	21.004.9	US$	44,335.6
Net cash flow used in investing activities		(12,665.8)		(39,960.9)		(84,346.6)
Net cash flow provided by (used in) financing activities		32,920.2		(43,884.8)		(92,628.9)
Net cash flow	**Ch$**	**42,642.3**	**Ch$**	**(62,840.8)**	**US$**	**(132,639.9)**
Other Financial Data:						
EBITDA[(4)]	Ch$	68,709.3	Ch$	52,673.3	US$	111,179.1
EBITDA margin[(4)(5)]		13.6%		9.8%		9.8%
Acquisition of property, plant and equipment	Ch$	15,618.1	Ch$	40,271.1	US$	85,001.4
Ratio of net financial debt to EBITDA[(4)(7)]		2.2x		3.2x		3.2x
Ratio of EBITDA to interest expense[(4)(8)]		4.4x		3.4x		3.4x
Operating Data:						
New Vehicle Sales:						
Chile		31,323		33,513		
Peru		18,511		24,009		
Total		**49,834**		**57,522**		

(1) Amounts stated in U.S. dollars as of or for the year ended December 31, 2011 have been translated from Chilean pesos at the exchange rate of Ch$519.20 = U.S. $1.00 as of December 31, 2011, published by the Chilean Central Bank on January 2, 2012. See "Exchange Rates."

(2) Amounts stated in U.S. dollars as of or for the nine months ended September 30, 2012 have been translated from Chilean pesos at the exchange rate of Ch$473.77 = U.S. $1.00 as of September 30, 2012, published by the Chilean Central Bank on October 1, 2012. See "Exchange Rates."

(3) Unaudited.

(4) We define EBITDA as Net income plus Minority interest, Income tax, Price level restatement, Depreciation and amortization, and Financial expenses. EBITDA is not a recognized term under Chilean GAAP or IFRS and does not purport to be an alternative to net earnings as a measure of operating performance or to cash flows from operating activities as a measure of liquidity. Additionally, EBITDA is not intended to be a measure of free cash flow available for management's discretionary use, as it does not consider certain cash requirements such as interest payments, tax payments and debt service requirements. Our presentation of EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under Chilean GAAP or IFRS. Management uses EBITDA to measure and evaluate the operating performance of our core business operations. EBITDA is not calculated under Chilean GAAP or IFRS and should not be considered in isolation or as a substitute for net income, cash flows or other financial data prepared in accordance with Chilean GAAP or IFRS or as a measure of our overall profitability or liquidity.

(5) EBITDA margin is equal to EBITDA divided by Sales, expressed as a percentage.

(6) Net financial debt is equal to "Obligations with banks and financial institutions" less "Cash and cash equivalents."

(7) Ratio of net financial debt to EBITDA for the twelve months ended September 30, 2012.

(8) Ratio of EBITDA for the twelve months ended September 30, 2012 to interest expense for the twelve months ended September 30, 2012.

The following table presents a reconciliation of our Net income to EBITDA for the years ended December 31, 2008, 2009, 2010 and 2011 and for the nine months ended September 30, 2011 and 2012:

	For the year ended December 31,									
	2008		2009		2010		2011		2011	
	(in millions of constant Ch$ as of December 31, 2011)								(in thousands of US$)(1)	
Income Statement Data:										
Net income	Ch$	4,504.1	Ch$	11,271.2	Ch$	33,567.4	Ch$	36,937.3	US$	71,142.7
Minority interest		0.2		--		--		--		--
Income tax		3,811.3		2,425.8		7,460.9		12,422.2		23,925.7
Price level restatement		22,656.3		(4,161.0)		1,953.4		12,418.4		23,918.3
Depreciation and amortization		2,817.9		3,270.0		3,238.0		4,787.2		9,220.3
Financial expenses		13,052.4		13,670.8		12,074.1		20,302.8		39,104.0
EBITDA	**Ch$**	**46,842.2**	**Ch$**	**26,476.8**	**Ch$**	**58,293.9**	**Ch$**	**86,867.9**	**US$**	**167,311.0**

	For the nine months ended September 30,					
	2011(3)		2012(3)		2012(3)	
	(in millions of constant Ch$ as of September 30, 2012)				(in thousands of US$)(2)	
Income Statement Data:						
Net income	Ch$	27,963.4	Ch$	31,891.1	US$	67,313.3
Minority interest		--		0.4		0.8
Income tax		9,013.3		9,194.2		19,406.3
Price level restatement		12,866.9		(8,515.4)		(17,973.7)
Depreciation and amortization		3,239.6		3,718.4		7,848.5
Financial expenses		15,626.1		16,384.7		34,583.7
EBITDA	**Ch$**	**68,709.3**	**Ch$**	**52,673.3**	**US$**	**111,179.1**

(1) Amounts stated in U.S. dollars as of or for the year ended December 31, 2011 have been translated from Chilean pesos at the exchange rate of Ch$ 519.20 = U.S. $1.00 as of December 31, 2011, published by the Chilean Central Bank on January 2, 2012. See "*Exchange Rates*."
(2) Amounts stated in U.S. dollars as of or for the nine months ended September 30, 2012 have been translated from Chilean pesos at the exchange rate of Ch$473.77 = U.S. $1.00 as of September 30, 2012, published by the Chilean Central Bank on October 1, 2012. See "Exchange Rates."
(3) Unaudited.

The information below is derived from our Peruvian Audited Consolidated Annual Financial Statements and our Peruvian Unaudited Interim Consolidated Financial Statements not included in this Luxembourg listing prospectus. See "*Presentation of Financial Information – Financial Information From Peruvian Operations*." Our Peruvian Audited Consolidated Annual Financial Statements have been prepared under Chilean GAAP and have been audited by Medina, Zaldívar, Paredes & Asociados S. Civil de R.L., a member firm of Ernst & Young in Peru, in accordance with auditing standards generally accepted in Peru.

The following tables present summary balance sheet data for our Peruvian subsidiaries as of December 31, 2010 and 2011 and as of September 30, 2012, and financial data for the years ended December 31, 2009, 2010 and 2011 and for the nine months ended September 30, 2011 and 2012:

	As of December 31,				As of September 30,	
	2010		2011		2012	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)(1)				(in millions of constant Ch$ as of September 30, 2012)(2)(3)	
Selected Balance Sheet Data for the Peruvian Subsidiaries:						
Total assets	Ch$	101,671.7	Ch$	131,488.4	Ch$	135,749.3
Total assets as a percentage of Gildemeister's consolidated total assets		35.4%		30.9%		32.4%
Long-term liabilities		2,362.8		4,126.6		3,827.1

	As of December 31,		As of September 30,
	2010	2011	2012
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)(1)		(in millions of constant Ch$ as of September 30, 2012)(2)(3)
Long-term liabilities as a percentage of Gildemeister's consolidated long-term liabilities	2.7%	2.5%	1.8%
Total liabilities	76,294.1	87,816.4	84,984.8
Total liabilities as a percentage of Gildemeister's consolidated total liabilities	35.8%	26.7%	27.1%

	For the year ended December 31,			For the nine months ended September 30,	
	2009	2010	2011	2011	2012
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)(1)			(in millions of constant Ch$ as of September 30, 2012)(2)(3)	
Selected Financial Data for the Peruvian Subsidiaries:					
Sales	119,468.0	165,125.5	250,386.3	188,842.6	203,487.5
Sales as a percentage of Gildemeister's consolidated sales	31.3%	30.9%	36.8%	37.4%	37.81%
Net Income	3,854.4	6,643.8	17,075.4	12,258.4	10,915.1
Net income as a percentage of Gildemeister's consolidated net income	34.2%	19.8%	46.2%	43.8%	34.2%
EBITDA	7,551.0	13,931.4	27,429.8	20,958.1	18,888.7
EBITDA as a percentage of Gildemeister's consolidated EBITDA	28.5%	23.9%	31.6%	30.5%	35.9%

(1) Amounts stated in Chilean pesos as of or for the year ended December 31, 2011 have been translated from U.S. dollars at the exchange rate of Ch$519.20 = U.S. $1.00 as of December 31, 2011, published by the Chilean Central Bank on January 2, 2012. See "*Exchange Rates*."
(2) Amounts stated in U.S. dollars as of or for the nine months ended September 30, 2012 have been translated from Chilean pesos at the exchange rate of Ch$473.77 = U.S. $1.00 as of September 30, 2012, published by the Chilean Central Bank on October 1, 2012. See "Exchange Rates."
(3) Unaudited.

The following table presents a reconciliation of the Net income for our Peruvian subsidiaries to EBITDA for our Peruvian subsidiaries for the years ended December 31, 2009, 2010 and 2011 and for the nine months ended September 30, 2011 and 2012:

	For the year ended December 31,						For the nine months ended September 30,			
	2009		2010		2011		2011		2012	
	(in millions of constant Ch$ as of December 31, 2011)						(in millions of constant Ch$ as of September 30, 2012)(3)			
Income Statement Data:										
Net income	Ch$	3,854.3	Ch$	6,643.8	Ch$	17,075.4	Ch$	12,258.4	Ch$	10,915.1
Minority interest		--		--		--		--		--
Income tax(1)		845.8		2,818.9		7,457.2		5,236.6		5,215.7
Price level restatement(2)		(3,053.9)		(1,377.6)		(2,294.8)		(611.9)		(509.3)
Depreciation and amortization		638.9		696.8		928.3		695.0		811.1
Financial Expenses		5,265.9		5,149.5		4,263.7		3,380.0		2,456.9
EBITDA	**Ch$**	**7,551.0**	**Ch$**	**13,931.4**	**Ch$**	**27,429.8**	**Ch$**	**20,958.1**	**Ch$**	**18,888.7**

(1) Includes mandatory profit sharing expenses.
(2) Includes translation results.
(3) Unaudited.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION

The following discussion should be read in conjunction with our Audited Consolidated Annual Financial Statements and the sections entitled "Selected Consolidated Financial Information" and "Presentation of Financial Information" included elsewhere herein. Certain amounts (including percentage amounts) that appear herein have been rounded for ease of presentation. Percentage figures included herein have not in all cases been calculated on the basis of such rounded figures but on the basis of such amounts prior to rounding. For this reason, certain percentage amounts may vary from those obtained by performing the same calculations using the figures in our Audited Consolidated Annual Financial Statements. Certain other amounts may not sum due to rounding.

Overview

We are a leading importer, distributor and retailer of new vehicles in Chile and Peru. In connection with these businesses, we also provide OEM-authorized service and OEM parts for the brands of cars that we sell, and we broker financial services, such as insurance and vehicle loans to purchasers of our new cars. In addition, we sell used cars, sell, service and rent heavy machinery and sell third-party after-market accessories. Accordingly, our results of operations are directly related to our cost structure, demand for our products and services and competition. See "—*Business*." In addition, because our operations are concentrated in Chile and Peru and vehicle sales fluctuate as a result of changes in economic conditions, GDP, wages and employment, inflation and foreign exchange rates in each of those countries, as described below, affect our results of operations.

Macroeconomic Conditions in the Chilean and Peruvian Economies

Chilean Economy

GDP, Wages and Employment

A substantial portion of our operations and customers are located in Chile. Accordingly, our financial condition and results of operations are substantially dependent upon economic conditions prevailing in Chile. According to the Chilean Central Bank, real GDP growth slowed in 2008 to 3.7%. Real wages increased 1.1% in 2008 while unemployment increased to 7.5%. Real GDP decreased by 1.7% in 2009. Real wages increased 6.8% in 2009 while unemployment increased to 8.6%.

Real GDP increased by 6.1% during 2010 and 6.0% during 2011. Likewise, unemployment decreased to 7.1% and to 6.6% in 2010 and 2011, respectively. Real wages increased by 2.9% and 2.6% during 2010 and 2011, respectively. During the first nine months of 2012, real GDP increased by 5.6%, unemployment decreased to 6.5% and real wages increased by 3.0%, each as compared to the first nine months of 2011.

Inflation

In general, an increase in inflation results in a decrease in demand for our products. In addition, our Chilean assets and liabilities are revalued on an annual basis to account for inflation in Chile, and we record income or losses from the revaluation in "Price-level restatement" based on inflation and purchasing power figures from the Chilean National Statistics Institute. Furthermore, our financial statements from prior years are restated, for comparability purposes, to account for the effects of inflation. As of December 31, 2010 and 2011, respectively, Ch$108,471.7 million and Ch$4,958.6 million, or 68.5% and 1.86%, of our total indebtedness was denominated in UF, which is indexed to inflation.

Chile has experienced significant fluctuations in inflation in the past. During 2009, inflation decreased to a rate of 1.4%, primarily due to the contraction of the Chilean economy as a result of the global economic crisis. Inflation increased to a rate of 3.0% and 4.4% in 2010 and 2011, respectively. During the first nine months of 2012 inflation decreased to a rate of 1.4%.

Foreign Exchange Rates

Chile has a floating exchange rate. As of December 31, 2010 and 2011, respectively, all of our Chilean automobile, heavy machinery and aftermarket accessories supply contracts and approximately 27.9% and 97.3% of our Chilean indebtedness were denominated in foreign currencies (principally U.S. dollars), and therefore changes in the value of the Chilean peso against the U.S. dollar affect the values at which certain of our liabilities are recorded.

The Chilean peso has been subject to significant fluctuation in the past and may be subject to significant fluctuations in the future. In 2003, the Chilean peso experienced a 16.6% appreciation, from Ch$722.48 per U.S. $1.00 in January 2003 to Ch$602.90 per U.S. $1.00 in December 2003. From 2004 through March 2008, the peso continued to appreciate, peaking at Ch$452.20 per U.S. $1.00 during March 2008. However, from March 2008 to December 2008, the Chilean peso depreciated 46.6%, to Ch$649.32 per U.S. $1.00, in the context of rising inflation and the global economic crisis. In 2009, the Chilean peso appreciated 20.3%, to Ch$507.10 per U.S. $1.00, and in 2010 appreciated 7.7% to Ch$468.01 per U.S. $1.00. In 2011, the Chilean peso depreciated 10.9% to Ch$519.20 per U.S. $1.00. In the first nine months of 2012, the Chilean peso appreciated 8.8%, to Ch$473.77 per U.S. $1.00. As of December 24, 2012, the exchange rate was Ch$467.40 per U.S. $1.00.

Peruvian Economy

GDP, Wages and Employment

Approximately a third of our operations and customers are located in Peru. Accordingly, although to a lesser degree than Chile, our financial condition and results of operations are highly dependent on the performance of the Peruvian economy and on social and political conditions in Peru. In 2009, Peruvian GDP growth slowed to 0.9% as a result of less favorable external conditions reflecting the onset of the global financial crisis. In 2010, the Peruvian economy recovered sharply, with GDP growing 8.8%. In 2011, Peruvian GDP increased 6.9%. In the first nine months of 2012, Peruvian GDP increased 6.5% as compared to 5.8% in the first nine months of 2011.

Despite the slowdown in GDP growth during 2009, unemployment has been relatively steady in Peru, increasing slightly between 2008 and 2009 from 8.0% to 8.5%, and decreasing to 8.0% in 2010. Unemployment in Peru decreased to 7.9% in 2011. Unemployment in Peru decreased to 6.0% in September 2012.

Inflation

As in Chile, we believe that consumer discretionary spending and demand for our products and services are negatively affected by inflation. During 2009, inflation was (1.7%), in part due to the contraction of the economy related to the global economic crisis. Inflation was 2.1% in 2010, 4.6% in 2011 and 3.4% in the twelve month period ended September 30, 2012.

Foreign Exchange Rates

As in Chile, all of our vehicle, equipment and aftermarket accessories supply contracts for our Peruvian operations are denominated in foreign currencies, principally U.S. dollars. In addition, prices for our products in Peru are charged in U.S. dollars. Therefore, a devaluation of the Peruvian nuevo sol would result in an increase in amount of Peruvian nuevo soles that customers would have to pay for U.S. dollar-denominated goods, which can reduce consumer demand, or if we are forced to change our pricing strategy in relation to changing demand, lead to a decrease in our margins. To a certain extent, however, the effect of fluctuations in exchange rates in Peru on consumer demand are mitigated by the high degree of dollarization in that country. As of December 31, 2009, 2010 and 2011 approximately 44%, 39% and 38% of deposits in the Peruvian banking system were denominated in U.S. dollars. Potential customers with substantial deposits in U.S. dollars are effectively hedged against depreciation in the Peruvian nuevo sol, and therefore, demand for our products and services by those customers is less susceptible to market fluctuations.

During 2009, the Peruvian nuevo sol appreciated 8.0%, from P$3.14 per U.S. $1.00 to P$2.89 per U.S. $1.00. In 2010, the Peruvian nuevo sol appreciated 3.1% to P$2.80 per U.S. $1.00. In 2011, the Peruvian nuevo sol appreciated 4.0% to P$2.70 per U.S. $1.00. As of September 30, 2012, the Peruvian nuevo sol appreciated 3.7% to P$2.60 per U.S. $1.00 and as of November 30, 2012 the Peruvian nuevo sol has appreciated 4.4% to P$2.58 per U.S. $1.00.

Critical Accounting Policies

In preparing our consolidated financial statements, we use estimates and assumptions to account for certain assets, liabilities, revenues, expenses and other transactions. Our Consolidated Financial Statements include various estimates and assumptions, including but not limited to estimates of the fair value of certain financial instruments, the selection of useful lives of certain assets and the valuation and recoverability of deferred tax assets. We evaluate these estimates and judgments on an ongoing basis. Management bases its estimates and judgments on historical experience and on various other factors that are believed to be reasonable under the circumstances. Actual results in future periods could differ from those estimates and assumptions, and if these differences were significant enough, our reported results of operations would be affected materially.

Note 2 to our Audited Consolidated Annual Financial Statements contains a summary of our significant accounting policies. We believe that the following are the more critical judgment areas or the areas that involve a higher degree of complexity in the application of the accounting policies that currently affect our financial condition and results of operations:

Provisions for Doubtful Accounts. At the end of each fiscal year, we apply a standard policy to those accounts that are unlikely to be collected, based on the age of the accounts and other relevant factors. The policy we have adopted provides for a 100% provision for the uninsured portion of invoices, checks received but not cashed due to insufficient funds and other customer receivables that are more than 180 days past due and a 100% provision for those receivables for which we have commenced collection proceedings. Additionally, according to our policy we establish provisions for receivables that are past due between 90 and 179 days. These provisions are deducted from the line items Trade accounts receivable (net), Notes receivable (net) and Sundry debtors (net).

Leasing Obligations. We have capital leasing operations related to fixed assets. Leased assets are not legally our property, and as a result, as long as we do not exercise our right to purchase these assets, we cannot freely dispose of them. Under the policy we have adopted, these assets are included in the line item Other Fixed Assets and are accounted for at the present value of the lease agreement. This value is established by discounting the cost of the periodic fees and the purchase option at the explicit or implicit interest rate for each contract. The corresponding obligation is accounted for under the line item "Long-term liabilities."

Inventory. We present inventories at the end of each fiscal year at their restated acquisition cost. These values do not exceed their respective net realization and replacement values. Under our policy for inventory, we categorize inventory using diverse criteria such as date of last sale, date of inclusion, origin and use. In addition, we recognize an obsolescence allowance for spare parts that correspond to each category of inventory, which ranges from 0% to 100% of the value. The obsolescence allowance is deducted from the inventories line item in our financial statements. Inventories in transit are accounted for at cost (including insurance and transportation expenses), and are translated at the exchange rate at year end.

Amortization. The goodwill value of an investment is the excess of the adjusted carrying equity value of the investments over the cost of acquisition. Under our policy, this goodwill is amortized over the expected term for the return of the investment with a maximum of 20 years. For other assets, mostly trademarks recognized at the purchase cost, amortization is over a 40 year period. Additionally, rights for usage of assets are amortized according to the durations of the contracts and lease guarantees.

Recognition of Income from Sale of Products not Delivered. Our policy recognizes income from gross sales, generated by the sales of new and used vehicles, OEM parts, heavy machinery and third-party after-market accessories as of the moment they are invoiced, which in the majority of cases is the same as the date of physical delivery. For those invoices issued for which an invoice has been issued prior to the end of a fiscal year but for which physical delivery of the product has not been made as of the end of the fiscal year, an asset is recognized for undelivered vehicles under "Inventory" for the cost of sale of the product and a corresponding liability is recognized on the balance sheet as deferred income for the sale price of the vehicle. When these products are sold, the corresponding asset and liability are cancelled and we recognize the sale gain or loss and cost of sale of the asset in our income statement. As of December 31, 2010 and 2011 and September 30, 2012, we recognized assets of Ch$19,739.3 million, Ch$21,984.0 million and Ch$23,414.6 million, respectively, and liabilities of Ch$27,080.0 million, Ch$28,126.0 million and Ch$30,304.1 million, respectively.

Income Statement Data

In April 2009, we began directly conducting the sales of non-Hyundai new vehicles and OEM parts, used vehicles and third-party after-market accessories in Chile and the sales of certain brands of heavy machinery in Chile and Peru that had previously been sold by our affiliates and for which we do not hold the relevant importation and distribution agreements. See "*Related Party Transactions*." Our selected consolidated financial and operating information since April 2009 includes results of these operations and therefore financial and operating information since that date may not be directly comparable with financial and operating information prior to that date.

The following table presents our consolidated income statement for the years ended December 31, 2008, 2009, 2010 and 2011 and for the nine months ended September 30, 2011 and 2012.

	For the year ended December 31,				
	2008	2009	2010	2011	2011
	(in millions of constant Ch$ as of December 31, 2011)				(in thousands of US$)[1]
Income Statement Data:					
Sales	Ch$ 415,376.3	Ch$ 381,660.0	Ch$ 534,558.4	Ch$ 680,769.6	US$ 1,311,189.3
Cost of sales	(317,808.3)	(296,552.9)	(404,520.4)	(507,629.8)	(977,715.3)
Gross profit	97,568.0	85,107.1	130,038.0	173,139.7	333,474.0
Administrative and selling expenses	(55,800.0)	(62,042.4)	(75,997.2)	(93,210.2)	(179,526.6)
Operating income	41,768.0	23,064.7	54,040.8	79,929.5	153,947.4
Non-operating income (loss)	(33,452.9)	(9,367.7)	(13,012.5)	(30,570.0)	(58,879.0)
Income before income tax	8,315.1	13,696.9	41,028.3	49,359.5	95,068.4
Income taxes	(3,811.3)	(2,425.8)	(7,460.9)	(12,422.2)	(23,925.7)
Consolidated Income	4,503.8	11,271.2	33,567.4	36,937.3	71,142.7
Minority interest	0.2	--	--	--	--
Net Income	**Ch$ 4,504.0**	**Ch$ 11,271.2**	**Ch$ 33,567.4**	**Ch$ 36,937.3**	**US$ 71,142.7**

	For the nine months ended September 30,		
	2011[3]	2012[3]	2012[3]
	(in millions of constant Ch$ as of September 30, 2012)		(in thousands of US$)[2]
Income Statement Data:			
Sales	Ch$ 504,886.8	Ch$ 538,164.6	US$ 1,135,919.5
Cost of sales	(372,247.2)	(412,113.4)	(869,859.6)
Gross profit	132,639.6	126,051.2	266,059.9
Administrative and selling expenses	(68,526.8)	(79,067.6)	(166,890.3)
Operating income	64,112.8	46,983.7	99,169.6
Non-operating income (loss)	(27,136.2)	(5,898.0)	(12,449.1)
Income before income tax	36,976.7	41,085.7	86,720.6
Income taxes	(9,013.3)	(9,194.2)	(19,406.3)
Consolidated Income	27,963.4	31,891.5	67,314.3
Minority interest	--	(0.4)	(0.9)
Net Income	**Ch$ 27,963.4**	**Ch$ 31,891.1**	**US$ 67,313.4**

(1) Amounts stated in U.S. dollars as of or for the year ended December 31, 2011 have been translated from Chilean pesos at the exchange rate of Ch$519.20 = U.S. $1.00 as of December 31, 2011, published by the Chilean Central Bank on January 2, 2012. See "*Exchange Rates*."

(2) Amounts stated in U.S. dollars as of or for the nine months ended September 30, 2012 have been translated from Chilean pesos at the exchange rate of Ch$473.77 = U.S. $1.00 as of September 30, 2012, published by the Chilean Central Bank on October 1, 2012. See "*Exchange Rates*."

(3) Unaudited.

Discussion of Line Items

Our income statement consists of the following line items:

- ***Sales*****.** Revenues from sales include sales of new vehicles by our dealerships to customers, sales of new vehicles to our licensed franchises, sales and rentals of heavy machinery through our dealerships and franchise to customers, sales of OEM parts, service fees, sales of used vehicles (including direct sales and commissions from the sale of consigned vehicles or from intermediation sales), sales of third-party after-market accessories and commissions from the brokerage of insurance and financing services. Our sales figures are presented net of discounts provided to customers.

- ***Cost of Sales*****.** The principal components of our cost of goods sold are the cost of the new vehicles, the costs of heavy machinery, the costs of OEM spare parts, the purchase price of used vehicles that we sell directly, the costs of third-party after-market accessories, transportation costs for our products, insurance costs related to transportation, costs related to the preparation of vehicles for sale and other ancillary costs.

- ***Gross Profit*****.** Gross profit is equal to our sales less cost of sales.

- ***Administrative and Selling Expenses*****.** Our administrative and selling expenses primarily include salaries and other compensation expenses of sales employees, customer service departments and management, accounting and administrative personnel. All of our employees receive fixed compensation and compensation which is based on performance (such as commissions for vehicles sold or bonuses based on departmental and overall performance). Selling and administrative expenses also includes provisions for depreciation of properties used for sales and administrative purposes, advertising and promotion expenses and utilities and lease expenses for dealership and administrative premises.

- ***Operating Income***. Operating income is our gross profit less administrative and selling expenses.

- ***Non-Operating Results***. Non-operating results consists of the following items:

  - *Financial income*. Financial income consists predominantly of interest we charge on short-term financing for purchases of new vehicles by our licensed franchisees (through floor plan financing) and certain customers at our retail locations, interest charged on medium-term financing to customers for heavy machinery purchases, as well as interest earned on our bank accounts and investments.

  - *Other non-operating income*. Other income includes revenues from leasing of commercial space, the recovery of certain taxes and trademark use rights.

  - *Amortization of goodwill.* Goodwill is being amortized over the expected term for the return of the investment with a maximum of 20 years.

  - *Financial expenses*. Financial expenses primarily include accrued interest on the debt we have incurred and other financing-related costs. In addition, financial expenses also includes any losses we incur on direct financing we provide to customers (to date, these losses have been *de minimis*).

  - *Other non-operating expenses*. Other expenses include losses from the sale of certain real property and other minor costs.

  - *Price-level restatement*. Price-level restatement is the adjustment to the value of our assets and liabilities as a consequence of the application of monetary adjustment rules in accordance with Chilean GAAP which reflect the effects of changes in the purchasing power of the Chilean peso as a result of inflation and changes in foreign exchange rates.

- ***Income Before Taxes.*** Income before taxes is our operating income less non-operating expense, net.

- ***Income Taxes.*** We pay taxes on our net income in Chile and Peru. The Chilean income tax rate for 2009 and 2010 was 17%, and increased to 20% for 2011 and onwards. The Peruvian income tax rate for 2009, 2010, 2011 and 2012 was 30%.

- ***Net Income***. Net income is income before taxes, less income taxes, less income attributable to the owners of minority investments in our subsidiaries. In order to comply with applicable Chilean and Peruvian corporate laws, each of our subsidiaries is required to be owned by at least two shareholders, and as a result, a nominal amount of shares of each of our subsidiaries is owned by affiliates of Automotores Gildemeister. The following table shows the percentage of our subsidiaries directly or indirectly owned by our affiliates:

	As of December 31,			As of September 30,
	2009	2010	2011	2012
Marc Leasing S.A.	0.25%	0.25%	0.25%	0.25%
Automotores Gildemeister Peru S.A.	0.01%	0.01%	0.01%	0.01%
Maquinaria Nacional Peru S.A.	0.01%	--	--	--
Motor Mundo Peru S.A.	0.01%	--	--	--

Results of Operations for the Nine Months Ended September 30, 2012 Compared to the Nine Months Ended September 30, 2011

Sales

Sales for the nine months ended September 30, 2012 increased 6.6%, to Ch$538,164.6 million, from Ch$504,886.8 million for the nine months ended September 30, 2011, primarily due to increased sales of new vehicles in both Chile and Peru, as well as increased sales of heavy machinery in Chile.

Sales from Chile represented 62.2% of total sales for the nine months ended September 30, 2012, compared to 62.6% of total sales for the nine months ended September 30, 2011. New vehicle sales in Chile were 33,497 units for the nine months ended September 30, 2012, a 6.9% increase as compared to 31,323 new vehicle sales for the nine months ended September 30, 2011 mainly driven by a 27.0% increase in the sales of Chinese and Indian vehicles as compared to the same period of 2011. Sales from Peru represented 37.8% of total sales for the nine months ended September 30, 2012, as compared to 37.4% of total sales for the nine months ended September 30, 2011. New vehicle sales in Peru were 24,009 units for the nine months ended September 30, 2012, a 29.7% increase as compared to 18,511 new vehicle sales in Peru for the nine months ended September 30, 2011, which was driven by an overall expansion in the passenger car and light commercial vehicle market in Peru, as well as a 39.7% increase in the number of new Hyundai passenger vehicles sold.

The following tables show the amounts and percentages of sales represented by our lines of business for the periods indicated, by country:

	Nine months ended September 30, 2011					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of September 30, 2012, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 252,471.7	79.9%	Ch$ 178,201.4	94.4%	Ch$ 430,673.1	85.3%
Used Vehicles	9,519.5	3.0%	--	--	9,519.5	1.9%
OEM Parts and Service	23,075.9	7.3%	10,204.9	5.4%	33,280.8	6.6%
Financing and Insurance[(1)]	3,557.1	1.1%	290.7	0.2%	3,847.8	0.8%
Total Vehicles	288,624.2	91.3%	188,697.0	99.9%	477,321.2	94.6%
Heavy Machinery	18,641.9	5.9%	145.6	0.1%	18,787.5	3.7%
Third-Party After-Market Accessories	8,778.1	2.8%	--	--	8,778.1	1.7%
Total Sales	**Ch$ 316,044.2**	**100.0%**	**Ch$ 188,842.6**	**100.0%**	**Ch$ 504,886.8**	**100.0%**

	Nine months ended September 30, 2012					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of September 30, 2012, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 259,904.7	77.7%	Ch$ 188,720.6	92.7%	Ch$ 448,625.3	83.4%
Used Vehicles	10,878.1	3.3%	--	--	10,878.1	2.0%
OEM Parts and Service	25,985.4	7.8%	9,254.1	4.5%	35,239.5	6.5%
Financing and Insurance[(1)]	4,420.2	1.3%	573.3	0.3%	4,993.4	0.9%
Total Vehicles	301,188.3	90.0%	198,548.0	97.6%	499,736.3	92.9%
Heavy Machinery	24,071.8	7.2%	4,939.5	2.4%	29,011.3	5.4%
Third-Party After-Market Accessories	9,417.0	2.8%	--	--	9,417.0	1.7%
Total Sales	**Ch$ 334,677.1**	**100.0%**	**Ch$ 203,487.5**	**100.0%**	**Ch$ 538,164.6**	**100.0%**

(1) Represents commissions from sales of brokered insurance and financing services.

Cost of Sales

Our cost of sales for the nine months ended September 30, 2012 increased 10.7% to Ch$412,113.4 million, from Ch$372,247.2 million for the nine months ended September 30, 2011. This increase in the cost of sales was primarily due to an increase in the amount of units sold, as well as to a reduction in the amount of factory incentives and discounts, which resulted in a return to normal factory prices.

The cost of sales from Chile represented 60.4% of total cost of sales for the nine months ended September 30, 2012, as compared to 59.5% of total cost of sales for the nine months ended September 30, 2011. Cost of sales from Peru represented 39.6% of total cost of sales for the nine months ended September 30, 2012, as compared to 40.5% of total cost of sales for the nine months ended September 30, 2011.

The following tables show the amounts and percentages of cost of sales represented by our lines of business for the periods indicated, by country:

	Nine months ended September 30, 2011					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of September 30, 2012, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 184,906.6	83.4%	Ch$ 145,514.9	96.6%	Ch$ 330,421.6	88.8%
Used Vehicles	8,666.3	3.9%	--	--	8,666.3	2.3%
OEM Parts and Service	8,890.1	4.0%	4,980.1	3.3%	13,870.2	3.7%
Financing and Insurance[(1)]	--	--	--	--	--	--
Total Vehicles	202,463.0	91.3%	150,495.0	99.9%	352,958.0	94.8%
Heavy Machinery	13,321.8	6.0%	122.1	0.1	13,443.9	3.6%
Third-Party After-Market Accessories	5,845.2	2.7%	--	--	5,845.2	1.6%
Total Cost of Sales	**Ch$ 221,630.0**	**100.0%**	**Ch$ 150,617.1**	**100.0%**	**Ch$ 372,247.2**	**100.0%**

	Nine months ended September 30, 2012					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of September 30, 2012, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 205,319.2	82.5%	Ch$ 156,014.8	95.6%	Ch$ 361,334.1	87.7%
Used Vehicles	9,711.5	3.9%	--	--	9,711.5	2.4%
OEM Parts and Service	10,463.3	4.2%	2,761.1	1.7%	13,224.5	3.2%
Financing and Insurance[(1)]	--	--	64.0	--	64.0	--
Total Vehicles	225,494.0	90.6%	158,839.9	97.4%	384,333.9	93.3%
Heavy Machinery	16,710.0	6.7%	4,315.6	2.6%	21,025.6	5.1%
Third-Party After-Market Accessories	6,753.9	2.7%	--	--	6,753.9	1.6%
Total Cost of Sales	**Ch$ 248,957.9**	**100.0%**	**Ch$ 163,155.5**	**100.0%**	**Ch$ 412,113.4**	**100.0%**

(1) Represents cost of sales from brokered insurance and financing services.

Gross Profit

Our gross profit for the nine months ended September 30, 2012 decreased by 5.0% to Ch$126,051.2 million from Ch$132,639.6 million for the nine months ended September 30, 2011 as a result of the higher increase in cost of sales than the increase in sales for the period. Our gross margin decreased to 23.4% for the nine months ended September 2012 from 26.3% for the nine months ended September 30, 2011, as a result of our inability to pass through increased costs to consumers due to the weakening of the Chilean automobile market and increased competition in the first nine months of 2012.

Our gross profit from Chile represented 68.0% of total gross profit for the nine months ended September 30, 2012, as compared to 71.2% of total gross profit for the nine months ended September 30, 2011. Gross profit from Peru represented 32.0% of total gross profit for the nine months ended September 30, 2012, as compared to 28.8% of total gross profit for the nine months ended September 30, 2011.

The following table shows the amounts and percentages of gross profit represented by our lines of business for the periods indicated, by country:

	Nine months ended September 30, 2011					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of September 30, 2012, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 67,565.1	71.6%	Ch$ 32,686.5	85.5%	Ch$ 100,251.5	75.6%
Used Vehicles	853.2	0.9%	--	--	853.2	0.6%
OEM Parts and Service	14,185.9	15.0%	5,224.8	13.7%	19,410.7	14.6%
Financing and Insurance[(1)]	3,557.1	3.8%	290.7	0.8%	3,847.7	2.9%
Total Vehicles	86,161.2	91.3%	38,201.9	99.9%	124,363.1	93.8%
Heavy Machinery	5,320.1	5.6%	23.6	0.1%	5,343.6	4.0%
Third-Party After-Market Accessories	2,932.9	3.1%	--	--	2,932.9	2.2%
Total Gross Profit	**Ch$ 94,414.2**	**100.0%**	**Ch$ 38,225.5**	**100.0%**	**Ch$ 132,639.6**	**100.0%**

	Nine months ended September 30, 2012					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of September 30, 2012, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 54,585.4	63.7%	Ch$ 32,705.8	81.1%	Ch$ 87,291.2	69.3%
Used Vehicles	1,166.7	1.3%	--	--	1,166.7	0.9%
OEM Parts and Service	15,522.0	18.1%	6,493.0	16.1%	22,015.0	17.5%
Financing and Insurance[(1)]	4,420.2	5.2%	509.3	1.3%	4,929.5	3.9%
Total Vehicles	75,694.3	88.3%	39,708.1	98.5%	115,402.5	91.6%
Heavy Machinery	7,361.8	8.6%	623.9	1.5%	7,985.6	6.3%
Third-Party After-Market Accessories	2,663.1	3.1%	--	--	2,663.1	2.1%
Total Gross Profit	**Ch$ 85,719.2**	**100.0%**	**Ch$ 40,332.0**	**100.0%**	**Ch$ 126,051.2**	**100.0%**

(1) Represents gross profit from commissions in respect of brokered insurance and financing services.

Administrative and Selling Expenses

Our administrative and selling expenses increased 15.4% to Ch$79,067.6 million for the nine months ended September 30, 2012, from Ch$68,526.8 million for the nine months ended September 30, 2011. This increase was primarily attributable to increased employee salaries and marketing costs. Employee salaries were Ch$36,958.4 million for the nine months ended September 30, 2012, a 15.3% increase as compared to Ch$32,040.8 million for the nine months ended September 30, 2011. This increase in employee salaries was due to the increase in the number of units sold, which resulted in our paying our employees higher variable salaries. Marketing costs increased to Ch$10,014.7 million for the nine months ended September 30, 2012, a 40.5% increase as compared to Ch$7,127.1 million for the nine months ended September 30, 2011. Marketing costs increased as a result of our efforts to develop our Chinese and Indian brands.

As a percentage of sales, administrative and selling expenses rose to 14.7% for the nine months ended September 30, 2012 as compared to 13.6% for the nine months ended September 30, 2011. Administrative and selling expenses as a percentage of sales increased mainly due to increases in employee salaries and marketing costs during the first nine months of 2012 as compared to the same period of 2011.

Operating Income

For the nine months ended September 30, 2012, our operating income decreased by 26.7%, to Ch$46,983.7 million, from Ch$64,112.8 million for the nine months ended September 30, 2011. This decrease was a result of the 5.0% decrease in gross profit and the 15.4% increase in administrative expenses during the first nine months of 2012 as compared to the same period of 2011.

Non-Operating Results

The following table sets forth the principal components of our non-operating results for the periods indicated:

	Nine months ended September 30.			
	2011		2012	
	(in millions of constant Ch$ as of September 30, 2012)			
Financial income	Ch$	1,092.7	Ch$	1,530.6
Other non-operating income		548.7		509.6
Amortization of goodwill		(34.0)		(34.0)
Income from investment in affiliates		--		197.5
Financial expenses		(15,626.1)		(16,384.7)
Other non-operating expenses		(250.6)		(232.4)
Price-level restatement		(12,866.9)		8,515.4
Total Non-Operating Results	**Ch$**	**(27,136.2)**		**Ch$ (5,898.0)**

For the nine months ended September 30, 2012, the loss associated with our non-operating results decreased 78.3%, from Ch$27,136.2 million for the nine months ended September 30, 2011 to Ch$5,898.0 million during the first nine months of 2012. This decrease in the loss associated with net operating results was primarily due to a reduction in the price-level restatement, which resulted from a decrease in the value of our foreign currency denominated liabilities as a result of the appreciation of the Chilean peso against the U.S. dollar at September 30, 2012 as compared to September 30, 2011.

Income Before Income Tax

Our income before income tax for the nine months ended September 30, 2012 increased 11.1%, to Ch$41,085.7 million, from Ch$36,976.7 million for the nine months ended September 30, 2011. This increase in income before income tax occurred mainly as a result of the decrease in the loss associated with our net operating results, which was partially offset by the decrease in operating income.

Income Tax

Our income taxes increased 2.0% to Ch$9,194.2 million for the nine months ended September 30, 2012, from Ch$9,013.3 million for the nine months ended September 30, 2011, primarily as a result of the increase in our income before income taxes, which was partially offset by a lower income tax rate for the first nine months of 2012 as compared to the same period of 2011. Our effective income tax rate was 22.4% for the nine months ended September 30, 2012 as compared to 24.4% for the nine months ended September 30, 2011.

Net Income

Our net income for the nine months ended September 30, 2012 increased 14.0% to Ch$31,891.1 million, from Ch$27,963.4 million for the nine months ended September 30, 2011, mainly as a result of the decrease in the loss associated with our net operating results, which was partially offset by the decrease in operating income.

Results of Operations for the Year Ended December 31, 2011 Compared to the Year Ended December 31, 2010

Sales

In 2011, our sales increased 27.3%, to Ch$680,769.6 million, from Ch$534,558.4 million in 2010, primarily due to a 15.9% increase in new vehicles sales, from 59,035 vehicles in 2010 to 68,439 vehicles in 2011. This increase is mainly as result of the expansion of the vehicle markets in both Chile and Peru, as well as the growth in sales of our Indian and Chinese brands in both countries.

Sales from Chile represented 63.2% of total sales in 2011, compared to 69.1% of total sales in 2010. New vehicle sales in Chile were 42,616 units in 2011, a 7.7% increase as compared to 39,571 new vehicle sales in 2010. This increase is mainly driven by a 53.3% increase in the number of new Chinese- and Indian-branded vehicles sold.

Sales from Peru represented 36.8% of total sales in 2011, as compared to 30.9% of total sales in 2010. New vehicle sales in Peru were 25,823 units in 2011, a 32.7% increase as compared to 19,464 new vehicle sales in Peru in 2010. This increase was driven by: (i) substantial increases in the number of vehicles sold for each of the brands we represent, including a 36.2% increase in the number of new Hyundai vehicles sold; (ii) a 120.0% increase in the number of motorcycles sold; and (iii) the liquidation of our Mazda inventory resulting from our sale of the distribution rights for Mazda in Peru in January 2011.

The following tables show the amounts and percentages of sales represented by our lines of business for the periods indicated, by country:

	Year ended December 31, 2010					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 298,793.6	80.9%	Ch$ 154,875.1	93.8%	Ch$ 453,668.6	84.9%
Used Vehicles	10,001.4	2.7%	-	-	10,001.4	1.9%
OEM Parts and Service	25,012.9	6.8%	9,856.1	6.0%	34,869.0	6.5%
Financing and Insurance(1)	3,181.5	0.9%	394.4	0.2%	3,575.9	0.7%
Total Vehicles	336,989.4	91.2%	165,125.5	100.0%	502,114.9	93.9%
Heavy Machinery	19,927.0	5.4%	-	-	19,927.0	3.7%
Third-Party After-Market Accessories	12,516.6	3.4%	-	-	12,516.6	2.3%
Total Sales	**Ch $ 369,433.0**	**100.0%**	**Ch$ 165,125.5**	**100.0%**	**Ch$ 534,558.4**	**100.0%**

	Year ended December 31, 2011					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 343,215.0	79.7%	Ch$ 236,740.7	94.6%	Ch$ 579,955.7	85.2%
Used Vehicles	13,328.8	3.1%	-	-	13,328.8	2.0%
OEM Parts and Service	30,638.3	7.1%	12,963.4	5.2%	43,601.7	6.4%
Financing and Insurance(1)	4,914.8	1.1%	402.4	0.2%	5,317.2	0.8%

Total Vehicles	392,096.9	91.1%	250,106.4	99.9%	642,203.3	94.3%
Heavy Machinery	27,180.0	6.3%	279.8	0.1%	27,459.8	4.0%
Third-Party After-Market Accessories	11,106.4	2.6%	-	-	11,106.4	1.6%
Total Sales	**Ch $ 430,383.3**	**100.0%**	**Ch $ 250,386.3**	**100.0%**	**Ch $ 680,769.6**	**100.0%**

(1) Represents commissions from sales of brokered insurance and financing services.

Cost of Sales

In 2011, our cost of sales increased 25.5% to Ch$507,629.8 million, from Ch$404,520.4 million in 2010. This increase is mainly a consequence of the increase in the number of new vehicles sold and, to a lesser extent, of the higher average cost per unit as a result of a higher value sales mix, as well as the depreciation in the Chilean peso against the U.S. dollar during the period.

The cost of sales from Chile represented 60.7% of total cost of sales in 2011, as compared to 66.7% of total cost of sales in 2010. Cost of sales from Peru represented 39.3% of total cost of sales in 2011, as compared to 33.3% of total cost of sales in 2010.

The following tables show the amounts and percentages of cost of sales represented by our lines of business for the periods indicated, by country:

	Year ended December 31, 2010					
	Chile		**Peru**		**Total**	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 225,633.1	83.6%	Ch$ 130,018.3	96.6%	Ch$ 355,651.4	87.9%
Used Vehicles	9,090.7	3.4%	--	--	9,090.7	2.2%
OEM Parts and Service	10,558.3	3.9%	4,279.6	3.2%	14,837.9	3.7%
Financing and Insurance(1)	--	--	317.5	0.2%	317.5	0.1%
Total Vehicles	245,282.1	90.9%	134,615.4	100.0%	379,897.5	93.9%
Heavy Machinery	15,402.4	5.7%	--	--	15,402.4	3.8%
Third-Party After-Market Accessories	9,220.5	3.4%	--	--	9,220.5	2.3%
Total Cost of Sales	**Ch$ 269,905.0**	**100.0%**	**Ch$ 134,615.4**	**100.0%**	**Ch$ 404,520.4**	**100.0%**

	Year ended December 31, 2011					
	Chile		**Peru**		**Total**	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 256,979.1	83.4%	Ch$ 193,033.4	96.7%	Ch$ 450,012.4	88.6%
Used Vehicles	12,149.6	3.9%	--	--	12,149.6	2.4%
OEM Parts and Service	11,833.8	3.8%	6,316.6	3.2%	18,150.4	3.6%
Financing and Insurance(1)	--	--	--	--	--	--
Total Vehicles	280,962.4	91.2%	199,350.0	99.9%	480,312.4	94.6%
Heavy Machinery	19,477.8	6.3%	235.7	0.1%	19,713.5	3.9%
Third-Party After-Market Accessories	7,604.0	2.5%	--	--	7,604.0	1.5%
Total Cost of Sales	**Ch $ 308,044.2**	**100.0%**	**Ch $ 199,585.7**	**100.0%**	**Ch $ 507,629.8**	**100.0%**

(1) Represents cost of sales from brokered insurance and financing services.

Gross Profit

Our gross profit in 2011 increased by 33.1% to Ch$173,139.7 million from Ch$130,038.0 million in 2010 as a result of the increase in sales described above. Our gross margin increased to 25.4% in 2011 from 24.3% in 2010, as a result of the increase in sales exceeding the increase in cost of sales.

Our gross profit from Chile represented 70.6% of total gross profit in 2011, as compared to 76.5% of total gross profit in 2010. Gross profit from Peru represented 29.3% of total gross profit in 2011, as compared to 23.5% of total gross profit in 2010.

The following tables show the amounts and percentages of gross profit represented by our lines of business for the periods indicated, by country:

	Year ended December 31, 2010					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 73,160.5	73.5%	Ch$ 24,856.8	81.5%	Ch$ 98,017.2	75.4%
Used Vehicles	910.7	0.9%	-	-	910.7	0.7%
OEM Parts and Service	14,454.6	14.5%	5,576.5	18.2%	20,031.1	15.4%
Financing and Insurance(1)	3,181.5	3.2%	76.8	0.3%	3,258.3	2.5%
Total Vehicles	91,707.3	92.1%	30,510.0	100.0%	122,217.3	94.0%
Heavy Machinery	4,524.6	4.5%	-	-	4,524.6	3.5%
Third-Party After-Market Accessories	3,296.1	3.3%	-	-	3,296.1	2.5%
Total Gross Profit	**Ch $ 99,528.0**	**100.0%**	**Ch $ 30,510.0**	**100.0%**	**Ch $ 130,038.0**	**100.0%**

	Year ended December 31, 2011					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 86,236.0	70.5%	Ch$ 43,707.3	86.0%	Ch$ 129,943.3	75.1%
Used Vehicles	1,179.2	1.0%	-	-	1,179.2	0.7%
OEM Parts and Service	18,804.5	15.4%	6,646.8	13.1%	25,451.3	14.7%
Financing and Insurance(1)	4,914.8	4.0%	402.4	0.8%	5,317.2	3.1%
Total Vehicles	111,134.5	90.8	50,756.5	99.9%	161,891.0	93.5%
Heavy Machinery	7,702.2	6.3	44.1	0.1%	7,746.3	4.5%
Third-Party After-Market Accessories	3,502.5	2.9	-	-	3,502.5	2.0%
Total Gross Profit	**Ch $ 122,339.1**	**100.0**	**Ch $ 50,800.6**	**100.0%**	**Ch $ 173,139.7**	**100.0%**

(1) Represents gross profit from commissions in respect of brokered insurance and financing services.

Administrative and Selling Expenses

Our administrative and selling expenses increased 22.6% to Ch$93,210.2 million in 2011, from Ch$75,997.2 million in 2010. This increase was primarily attributable to higher variable expenses, such as salaries. Because a significant portion of the salaries paid to our employees is variable, an increase in the number of vehicles sold and in our gross profit increases the compensation paid to those employees. In addition, in response to the increased demand for our vehicles and services, we increased our overall employee base by 358 employees to 2,308 employees during the period, including sales force, after-sales and administrative staff. As a result, employee salary and benefit expenses in Chile were Ch$31,010.7 million in 2011, a 24.7% increase as compared to Ch$24,859.8 million in 2010, and employee salary and benefit expenses in Peru were Ch$12,601.5 million in 2011, an 86.6% increase as compared to Ch$6,751.8 million in 2010. The substantial increase in employee salary and benefit costs in Peru was due to the substantial increase in sales in that country.

Marketing costs in Chile increased to Ch$6,010.4 million in 2011, a 6.2% increase as compared to Ch$5,657.0 million in 2010, while marketing costs in Peru decreased to Ch$3,767.8 million in 2011, a 10.8% decrease as compared to Ch$4,224.6 million in 2010. Marketing costs remained constant and in some cases decreased as a result of supply restrictions imposed by our OEMs on our more economical vehicles.

As a percentage of sales, administrative and selling expenses were 13.7% in 2011 as compared to 14.2% in 2010. Administrative and selling expenses as a percentage of sales decreased mainly due to the increase in sales exceeding the increase in administrative and selling expenses.

Operating Income

In 2011, our operating income increased by 47.9%, to Ch$79,929.5 million, from Ch$54,040.8 million in 2010. This increase was achieved as a result of the 33.1% increase in our gross profit, which more than offset the 22.6% increase in administrative and selling expenses, as described above. As a result, our operating income as a percentage of sales increased to 11.7% in 2011 from 10.1% in 2010.

Non-Operating Results

The following table sets forth the principal components of our non-operating results and expenses for the periods indicated:

	Year ended December 31,	
	2010	**2011**
	(in millions of constant Ch$ as of December 31, 2011)	
Financial income	Ch$ 1,198.2	Ch$ 1,896.3
Other non-operating income	611.6	573.0
Amortization of goodwill	(45.3)	(45.6)
Financial expenses	(12,074.1)	(20,302.8)
Other non-operating expenses	(749.4)	(272.5)
Price-level restatement	(1,953.4)	(12,418.4)
Total Non-Operating Results	**Ch$ (13,012.5)**	**Ch$ (30,570.0)**

In 2011, our non-operating results increased 135.0% to Ch$30,570.0 million from Ch$13,012.5 million in 2010. This increase was mainly as result of increased financial expenses, as well as an increased loss associated with our price level restatement.

Financial expenses in 2011 increased to Ch$20,302.8 million from Ch$12,074.1 million in 2010 mainly due to the issuance of U.S. $300 million 8.250% Senior Notes due 2021 on May 24, 2011 (the "Original 2021 Notes"); a one-time charge related to commissions paid when we incurred a UF4,490,000 "club deal" term loan in December 2010, which we prepaid in full with the proceeds of the issuance of the Original 2021 Notes and therefore we were no longer able to amortize this commission over the term of the loan and recorded its full amount as an expense in May 2011; and an increase in short-term interest rates for the period.

Price level restatement loss increased to Ch$12,418.4 million from Ch$1,953.4 million in 2010 mainly as a result of an exchange rate loss associated with the depreciation of the Chilean peso against the U.S. dollar during 2011.

Income Before Income Tax

In 2011, our income before income tax increased 20.3%, to Ch$49,359.5 million, from Ch$41,028.3 million in 2010. This increase occurred mainly as a result of the 47.9% or Ch$25,888.7 million increase in operating income, which more than offset the 135.0% or Ch$17,557.5 million increase in the loss associated with our non-operating results.

Income Tax

Our income tax increased 66.5% to Ch$12,422.2 million in 2011, from Ch$7,460.9 million in

2010. Our effective income tax rate was 25.2% in 2011 as compared to 18.2% in 2010. This increase occurred mainly as a result of the increase in operating income, which more than offset the increase in the loss associated with non-operating results.

Net Income

In 2011, our net income increased 10.0% to Ch$36,937.3 million, from Ch$33,567.4 million in 2010, primarily as a result of a 47.9% or Ch$25,888.7 million increase in operating income, which more than offset the 135.0% or Ch$17,557.5 million increase in the loss associated with non-operating results.

Results of Operations for the Year Ended December 31, 2010 Compared to the Year Ended December 31, 2009

Sales

In 2010, our sales increased 40.1%, to Ch$534,558.4 million, from Ch$381,660.0 million in 2009, primarily due to a 38.6% increase in new vehicles sales, from 42,580 vehicles in 2009 to 59,015 vehicles in 2010, mainly as result of the strong demand for new vehicles in both Chile and Peru driven by improved macro-economic conditions during 2010 as compared to 2009. During 2010, stronger new vehicle markets in Chile and Peru resulted in lower new vehicle inventory levels which allowed us to offer fewer price reductions, sales incentives and bonuses than during the weaker market experienced in 2009.

In addition, our 2009 results reflect sales of non-Hyundai new vehicles and OEM parts, used vehicles and third-party after-market accessories in Chile, and certain brands of heavy machinery only from April 2009, when these operations were transferred from our affiliates to us, whereas our 2010 results reflect a full year of sales from these businesses. See "*Related Party Transactions*." In 2010, Ch$51,460.1 million, or 9.6% of our sales represented sales from operations transferred from our affiliates, as compared to Ch$32,319.3 million, or 8.5% of our 2009 sales.

Sales from Chile represented 69.1% of total sales in 2010, compared to 68.7% of total sales in 2009. New vehicle sales in Chile were 39,551 units in 2010, a 34.7% increase as compared to 29,373 new vehicle sales in 2009 mainly driven by a 31.5% increase in sales of new Hyundai vehicles. Sales from Peru represented 30.9% of total sales in 2010, as compared to 31.3% of total sales in 2009. New vehicle sales in Peru were 19,464 units in 2010, a 47.4% increase as compared to 13,207 new vehicle sales in Peru in 2009 mainly driven by a 56.7% increase in sales of new Hyundai vehicles. Although Mazda represented 7.8% of our Peruvian sales (by sales) and was our second-largest OEM in terms of units sold in Peru during 2010, in January 2011 we sold our existing inventory and the rights to distribute Mazda in Peru in order to focus our efforts on developing our Chinese and Indian brands of OEMs in Peru.

The following tables show the amounts and percentages of sales represented by our lines of business for the periods indicated, by country:

	Year ended December 31, 2009					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 214,348.1	81.8%	Ch$ 110,268.8	92.3%	Ch$ 324,616.9	85.1%
Used Vehicles	909.6	0.3%	--	--	909.6	0.2%
OEM Parts and Service	21,811.7	8.3%	8,719.6	7.3%	30,531.4	8.0%

Financing and Insurance[1]	2,119.7	0.8%	479.6	0.4%	2,599.3	0.7%
Total Vehicles	239,189.2	91.2%	119,468.0	100.0%	358,657.1	94.0%
Heavy Machinery	15,862.8	6.1%	--	--	15,862.8	4.2%
Third-Party After-Market Accessories	7,140.1	2.7%	--	--	7,140.1	1.9%
Total Sales	**Ch$ 262,192.0**	**100.0%**	**Ch$ 119,468.0**	**100.0%**	**Ch$ 381,660.0**	**100.0%**

	Year ended December 31,					
	2010					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 298,793.6	80.9%	Ch$ 154,875.1	93.8%	Ch$ 453,668.6	84.9%
Used Vehicles	10,001.4	2.7%	--	--	10,001.4	1.9%
OEM Parts and Service	25,012.9	6.8%	9,856.1	6.0%	34,869.0	6.5%
Financing and Insurance[1]	3,181.5	0.9%	394.4	0.2%	3,575.9	0.7%
Total Vehicles	336,989.4	91.2%	165,125.5	100.0%	502,114.9	93.9%
Heavy Machinery	19,927.0	5.4%	--	--	19,927.0	3.7%
Third-Party After-Market Accessories	12,516.6	3.4%	--	--	12,516.6	2.3%
Total Sales	**Ch $ 369,433.0**	**100.0%**	**Ch$ 165,125.5**	**100.0%**	**Ch$ 534,558.4**	**100.0%**

(1) Represents commissions from sales of brokered insurance and financing services.

Cost of Sales

In 2010, our cost of sales increased 36.4% to Ch$404,520.4 million, from Ch$296,552.9 million in 2009. This cost of sales increase is primarily explained by an increase in the number of new vehicles sold as described above. The increase in vehicles sold was partially offset by the strengthening of the Chilean peso against the dollar, which reduced the dollar-denominated cost of vehicles, heavy machinery and parts in Chilean peso terms.

In addition, as discussed above, our 2009 results reflect cost of sales of non-Hyundai new vehicles and OEM parts, used vehicles and third-party after-market accessories in Chile, and certain brands of heavy machinery only from April 2009, when these operations were transferred from our affiliates to us, whereas our 2010 results reflect a full year of cost of sales from these businesses. Cost of sales from operations transferred from our affiliates were Ch$40,981.7 million, or 10.1% of our 2010 cost of sales, as compared to Ch$30,569.9 million, or 10.3% of our 2009 cost of sales. In 2009, we purchased substantially all of the inventory held by our affiliates whose operations were transferred to us. See "*Related Party Transactions*."

The cost of sales from Chile represented 66.7% of total cost of sales in 2010, as compared to 67.0% of total cost of sales in 2009. Cost of sales from Peru represented 33.3% of total cost of sales in 2010, as compared to 33.0% of total cost of sales in 2009.

The following tables show the amounts and percentages of cost of sales represented by our lines of business for the periods indicated, by country:

	Year ended December 31,					
	2009					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 171,260.9	86.2%	Ch$ 93,289.1	95.3%	Ch$ 264,550.0	89.2%
Used Vehicles	137.5	0.1%	--	--	137.5	0.0%
OEM Parts and Service	9,731.1	4.9%	4,170.8	4.3%	13,901.9	4.7%
Financing and Insurance[1]	--	--	388.8	0.4%	388.8	0.1%
Total Vehicles	181,129.5	91.2%	97,848.8	100.0%	278,978.2	94.1%
Heavy Machinery	12,681.3	6.4%	--	--	12,681.3	4.3%
Third-Party After-Market Accessories	4,893.4	2.4%	--	--	4,893.4	1.7%

Total Cost of Sales	**Ch$ 198,704.1**	**100.0%**	**Ch$ 97,848.8**	**100.0%**	**Ch$ 296,552.9**	**100.0%**

	Year ended December 31, 2010					
	Chile		**Peru**		**Total**	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 225,633.1	83.6%	Ch$ 130,018.3	96.6%	Ch$ 355,651.4	87.9%
Used Vehicles	9,090.7	3.4%	-	-	9,090.7	2.2%
OEM Parts and Service	10,558.3	3.9%	4,279.6	3.2%	14,837.9	3.7%
Financing and Insurance(1)	-	-	317.5	0.2%	317.5	0.1%
Total Vehicles	245,282.1	90.9%	134,615.4	100.0%	379,897.5	93.9%
Heavy Machinery	15,402.4	5.7%	-	-	15,402.4	3.8%
Third-Party After-Market Accessories	9,220.5	3.4%	-	-	9,220.5	2.3%
Total Cost of Sales	**Ch$ 269,905.0**	**100.0%**	**Ch$ 134,615.4**	**100.0%**	**Ch$ 404,520.4**	**100.0%**

(1) Represents cost of sales from brokered insurance and financing services.

Gross Profit

Our gross profit in 2010 increased by 52.8% to Ch$130,038.0 million from Ch$85,107.1 million in 2009 as a result of the greater increase in sales as described above. Our gross margin increased to 24.3% in 2010 from 22.3% in 2009. As described above, the increases in our gross profit and gross margin were driven mainly by an increase in sales of new vehicles.

In addition, as discussed above, our 2009 results reflect gross profit of non-Hyundai new vehicles and OEM parts, used vehicles and third-party after-market accessories in Chile, and certain brands of heavy machinery only from April 2009, when these operations were transferred from our affiliates to us, whereas our 2010 results reflect a full year of gross profits from these businesses. Gross profits from transferred operations were Ch$10,478.4 million, or 8.1% of our 2010 gross profits, as compared to Ch$1,749.3 million, or 2.1% of our 2009 gross profits. This difference in gross profit from transferred operations is primarily explained by the fact that during 2009, our margin on vehicles from our transferred operations was lower as a result of an increased amount and quantity of price discounts, incentives and bonuses provided to customers in order to stimulate demand during the global financial crisis.

Our gross profit from Chile represented 76.5% of total gross profit in 2010, as compared to 74.6% of total gross profit in 2009. Gross profit from Peru represented 23.5% of total gross profit in 2010, as compared to 25.4% of total gross profit in 2009.

The following tables show the amounts and percentages of gross profit represented by our lines of business for the periods indicated, by country:

	Year ended December 31, 2009					
	Chile		**Peru**		**Total**	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 43,087.2	67.9%	Ch$ 16,979.7	78.5%	Ch$ 60,066.9	70.6%
Used Vehicles	772.1	1.2%	--	--	772.1	0.9%
OEM Parts and Service	12,080.6	19.0%	4,548.8	21.0%	16,629.4	19.5%
Financing and Insurance(1)	2,119.7	3.3%	90.7	0.4%	2,210.5	2.6%
Total Vehicles	58,059.7	91.5%	21,619.2	100.0%	79,678.9	93.6%
Heavy Machinery	3,181.5	5.0%	--	--	3,181.5	3.7%
Third-Party After-Market Accessories	2,246.7	3.5%	--	--	2,246.7	2.6%
Total Gross Profit	**63,487.9**	**100.0%**	**Ch$ 21,619.2**	**100.0%**	**Ch$ 85,107.1**	**100.0%**

	Year ended December 31,					
	2010					
	Chile		Peru		Total	
	(in millions of constant Ch$ as of December 31, 2011, except for percentages)					
Vehicles:						
New Vehicles	Ch$ 73,160.5	73.5%	Ch$ 24,856.8	81.5%	Ch$ 98,017.2	75.4%
Used Vehicles	910.7	0.9%	--	--	910.7	0.7%
OEM Parts and Service	14,454.6	14.5%	5,576.5	18.2%	20,031.1	15.4%
Financing and Insurance(1)	3,181.5	3.2%	76.8	0.3%	3,258.3	2.5%
Total Vehicles	91,707.3	92.1%	30,510.0	100.0%	122,217.3	94.0%
Heavy Machinery	4,524.6	4.5%	--	--	4,524.6	3.5%
Third-Party After-Market Accessories	3,296.1	3.3%	--	--	3,296.1	2.5%
Total Gross Profit	**Ch $ 99,528.0**	**100.0%**	**Ch $ 30,510.0**	**100.0%**	**Ch $ 130,038.0**	**100.0%**

(1) Represents gross profit from commissions in respect of brokered insurance and financing services.

Administrative and Selling Expenses

Our administrative and selling expenses increased 22.5% to Ch$75,997.2 million in 2010, from Ch$62,042.4 million in 2009. This increase was primarily attributable to higher variable expenses, such as salaries and marketing. Because a significant portion of the salaries paid to our employees is variable, an increase in the number of vehicles sold and in our gross profit increases the compensation paid to those employees. In addition, we increased our overall employee base by 318 employees, including sales force and service providers such as mechanics, in response to increased consumer demand. As a result, employee salary and benefit expenses in Chile were Ch$24,859.8 million in 2010, an 18.1% increase as compared to Ch$21,053.0 million in 2009, and employee and salary benefit expenses in Peru were Ch$6,751.8 million in 2010, a 16.7% increase as compared to Ch$5,783.4 million in 2009. Marketing costs in Chile increased to Ch$5,657.0 million in 2010, an 82.1% increase as compared to Ch$3,106.6 million in 2009, and marketing costs in Peru increased to Ch$4,224.6 million in 2010, a 106.8% increase as compared to Ch$2,043.1 million in 2009, as a result of an increase in the number of advertising campaigns required to support the sales growth experienced in 2010. Higher costs for TV, radio and print advertising resulting from the recovery in the Chilean and Peruvian advertising markets, which had decreased during the 2009 economic slowdown, also contributed to higher marketing costs. In addition, administrative and selling expenses in 2010 reflect a full year of administrative and selling expenses related to the sales of non-Hyundai new vehicles and OEM parts, used vehicles and third-party aftermarket accessories in Chile and certain brands of heavy machinery that had previously been conducted by our Chilean affiliates, whereas administrative and selling expense in 2009 reflect those expenses only from April 2009, when we began conducting these sales.

As a percentage of sales, administrative and selling expenses reached 14.2% in 2010 as compared to 16.3% in 2009. Administrative and selling expenses as a percentage of sales decreased because we were able to maintain a lower rate of growth in fixed costs by leveraging economies of scale notwithstanding the expansion of our business.

Operating Income

In 2010, our operating income increased by 134.3%, to Ch$54,040.8 million, from Ch$23,064.7 million in 2009. This increase was achieved as a result of the 52.8% increase in our gross profit, which more than offset the 22.5% increase in administrative and selling expenses, as described above. As a result, our operating income as a percentage of sales increased to 10.1% in 2010 from 6.0% in 2009.

Non-Operating Results

The following table sets forth the principal components of our non-operating results for the periods indicated:

	Year ended December 31,			
	2009		2010	
	(in millions of constant Ch$ as of December 31, 2010)			
Financial income	Ch$	1,061.6	Ch$	1,198.2
Other non-operating income		991.2		611.6
Amortization of goodwill		(44.7)		(45.3)
Financial expenses		(13,670.8)		(12,074.1)
Other non-operating expenses		(1,866.0)		(749.4)
Price-level restatement		4,161.0		(1,953.4)
Total Non-Operating Results	**Ch$**	**(9,367.7)**	**Ch$**	**(13,012.5)**

In 2010, our non-operating results increased 38.9% to Ch$13,012.5 million from Ch$9,367.7 million in 2009. This increase was primarily attributable to price-level restatement, which reflects changes in the purchasing power of the Chilean peso on our assets, liabilities and income and moved from income of Ch$4,161.0 million in 2009 to a loss of Ch$1,953.4 million in 2010 because Chile experienced inflation of 3.0% in 2010 as compared to deflation of 1.4% in 2009, and because the appreciation of the Chilean peso slowed in 2010 to 7.7% from 20.3% in 2009. This increase was partially offset by a 11.7% decrease in financial expenses to Ch$12,074.1 million in 2010 as compared to Ch$13,670.8 million in 2009, primarily as a result of the 7.7% appreciation of the Chilean peso which reduced our payments in Chilean pesos on our dollar denominated debt, which constituted 36.2% and 27.8% of our total debt as of December 31, 2009 and 2010, respectively. In addition, our other non-operating expenses decreased to Ch$749.4 million in 2010 from Ch$1,866.0 million in 2009, principally as a result of the fact that during 2009 we recorded the loss associated with the sale of property located in Punta Arenas, Chile which was previously used by our affiliate Open Road S.A., as a supermarket. In 2009, our affiliate sold the business, and we subsequently sold the property. In addition, in 2009, we were required to pay a contract penalty related to our decision to not acquire land which we had previously contracted to acquire. Our decision not to acquire this land in 2009 stemmed from our decision to postpone certain investments in the wake of the global financial crisis.

Income Before Income Tax

In 2010, our income before income tax increased 199.5%, to Ch$41,028.3 million, from Ch$13,696.9 million in 2009. This increase occurred as a result of the 134.3% increase in operating income, which more than offset the 38.9% increase in our non-operating results.

Income Tax

Our income tax increased 207.6% to Ch$7,460.9 million in 2010, from Ch$2,425.8 million in 2009. Our effective income tax rate was 18.2% in 2010 as compared to 17.7% in 2009, primarily as a result of the increase in the income tax rate from 17% to 20% in Chile and an increase in non-deductive taxable expenses.

Net Income

In 2010, our net income increased 197.8% to Ch$33,567.4 million, from Ch$11,271.2 million in 2009, primarily as a result of 134.3% the increase in operating income.

Liquidity and Capital Resources

We manage our liquidity to ensure access to sufficient funding at acceptable costs to fund our ongoing operating requirements and future capital expenditures while continuing to meet our financial obligations. We believe that our cash and cash equivalents, funds generated through future operations and amounts available under our credit facilities and from this and future issuances of capital markets debt will be sufficient to fund our working capital requirements, service our debt, pay our tax obligations and commitments and contingencies and meet any operating requirements for the foreseeable future.

Historically, we have funded our purchases of inventory through cash generated by operations or from medium-term debt and short-term working capital debt. We intend to use the proceeds from this offering to repay certain of our short-term indebtedness and approximately U.S. $45.4 million of our long-term bank debt. After the issuance of the Notes, we intend to maintain medium-term debt with banks and long-term debt through bond issuances either in the Chilean or international capital markets and to reduce our reliance on short-term debt. In general, our administrative and selling expenses are funded by cash generated by our operations, and our capital expenditures are funded by cash from operations and long-term debt.

Cash Flow

The following table shows the generation and use of cash for the years ended December 31, 2008, 2009, 2010 and 2011 and the nine month period ended September 30, 2011 and 2012.

	Year ended December 31,								Nine months ended September 30,			
	2008		2009		2010		2011		2011[(1)]		2012[(1)]	
	(in millions of constant Ch$ as of December 31, 2011)								(in millions of constant Ch$ as of September 30, 2012)			
Net cash flow (used in) provided by operating activities	Ch$	(36,837.6)	Ch$	58,005.8	Ch$	15,264.1	Ch$	11,415.2	Ch$	22,387.8	Ch$	21,004.9
Net cash flow used in investing activities		(13,560.1)		(5,161.6)		(9,002.9)		(22,043.0)		(12,665.8)		(39,960.9)
Net cash flow provided by (used in) financing activities		57,674.5		(55,030.3)		12,336.9		65,201.9		32,920.2		(43,884.8)
Net cash flow	**Ch$**	**7,276.8**	**Ch$**	**(2,186.2)**	**Ch$**	**18,598.1**	**Ch$**	**54,574.1**	**Ch$**	**42,642.3**	**Ch$**	**(62,840.8)**

(1) Unaudited.

Operating Activities.

Our cash flow provided by operating activities was Ch$21,004.9 million in the first nine months of 2012 as compared to Ch$22,387.8 million in the first nine months of 2011. This decrease in cash flow from operating activities was mainly due to a decrease in operating income, which was partially offset by a reduction in inventory.

Our cash flow provided by operating activities was Ch$11,415.2 million in 2011 as compared to Ch$15,264.1 million in 2010. This decrease in cash flow from operating activities was mainly due to higher inventory levels, which were only partially offset by an increase in operating income.

Our cash flow provided by operating activities was Ch$15,264.1 million in 2010 as compared to cash flow used in operating activities of Ch$58,005.8 million in 2009. This variation was primarily due to the replenishment of inventory and a substantial increase in pre-paid outstanding letters of credit reflecting our decision to begin prefunding letters of credit from cash generated by operations.

Investing Activities.

Our cash flow used in investing activities was Ch$39,960.9 million in the first nine months of 2012 as compared to Ch$12,665.8 million in the first nine months of 2011. This change in the use of cash flow from investing activities was due mainly to capital expenditures relating to the construction of our new headquarters in Chile, as well as the acquisition of land in connection with the expansion of our retail network and the purchase of rental equipment for our rental division.

Our cash flow used in investing activities was Ch$22,043.0 million in 2011 as compared to Ch$9,002.9 million in 2010. This change in the use of cash flow from investing activities was due to an increase in capital expenditures related to the expansion of our owned dealership network and purchases of machinery and equipment for our rental business.

Our cash flow used in investing activities was Ch$9,002.9 million in 2010 as compared to Ch$5,161.6 million in 2009. This increase was due to a decrease in the sale of fixed assets in 2010 as compared to 2009, partially offset by a reduction in capital expenditures.

Financing Activities.

Our cash flow used in financing activities was Ch$43,884.8 million in the first nine months of 2012 as compared to cash flow provided by financing activities of Ch$32,920.2 million in the first nine months of 2011. This change is mainly due to the increase in indebtedness, including the reopening of our Original 2021 Notes in January 2012 in an aggregate principal amount of U.S. $100.0 million (this reopening, together with the Original 2021 Notes, the "2021 Notes"), to support working capital and capital expenditures during 2012.

Our cash flow provided by financing activities was Ch$65,201.9 million in 2011 as compared to cash flow provided by financing activities of Ch$12,336.9 million in 2010. This change is mainly due to the issuance on May 24, 2011 of the Original 2021 Notes, an increase in bank loans to fund inventory to support higher sales (a significant amount of which increase was made in the last three months of 2011) and the funding and repayment of certain loans granted by us to our affiliates in 2011.

Our cash flow provided by financing activities was Ch$12,336.9 million in 2010 as compared to cash flow used in financing activities of Ch$55,030.3 million in 2009. This variation was due to increased short-term borrowing for inventories in 2010, which more than offset increased debt repayment and the payment of dividends.

Debt

The following table shows our outstanding debt as of December 31, 2010 and 2011 and as of September 30, 2012:

	As of December 31,				As of September 30,	
	2010		2011		2012[1]	
	(in millions of constant Ch$ as of December 31, 2011)				(in millions of constant Ch$ as of September 30, 2012)	
Short-Term Debt:						
Banks and financial institutions	Ch$	46,882.6	Ch$	103,290.5	Ch$	29,299.0
Banks and financial institutions – short-term portion of long-term debt		27,177.9		1,486.7		3,291.4
2021 Notes – short-term portion of long-term debt		--		1,285.0		5,586.3
Total Short Term Debt		74,060.5		106,062.2		38,176.7

	As of December 31,		As of September 30,
	2010	2011	2012(1)
Long-Term Debt:			
Banks and financial institutions	84,342.0	6,517.3	23,699.6
2021 Notes	--	155,760.0	190,382.0
Total Long Term Debt	84,342.0	162,277.3	214,081.6
Total Debt	**Ch$ 158,402.5**	**Ch$ 268,339.5**	**Ch$ 252,258.3**

(1) Unaudited.

Short Term Debt. Our current short-term debt consists primarily of letters of credit for the purchase of inventory. We purchase inventory by requesting that a bank provide a letter of credit to the OEM. In the past, OEMs have required that we provide this letter of credit after we place an order. At times of high demand, OEMs require that the letter of credit be provided prior to the initiation of the manufacturing process, whereas at times of lower demand, we are able to delay providing the letter of credit until immediately prior to shipment. In 2010, as worldwide demand for vehicles increased, we were generally required to provide letters of credit for vehicle purchases prior to the manufacturing process. The letter of credit remains outstanding and undrawn until the shipment of the inventory. The letter of credit is drawn when the OEM's correspondent bank provides the appropriate documents, including the bill of lading, to the bank that issued the letter of credit on our behalf. Once the letter of credit has been drawn, we normally have 180 days to pay the issuing bank depending on the terms of the letter of credit. In the past, we have pre-paid a substantial number of letters of credit, from cash flow or from the incurrence of long-term debt, in order to maintain letter of credit issuance capacity. In general, our letters of credit do not contain any covenants. We obtain our letters of credit through a number of different banks and we do not have any committed letter-of-credit facilities. We expect to repay a portion of our existing short-term debt with the proceeds of the Notes. Also included in our short-term debt is the short-term portion of our long-term debt. See "*Use of Proceeds*."

Long-Term Debt. Our long-term debt consists primarily of secured mortgage loans from Chilean banks, the U.S. $400.0 million aggregate principal amount outstanding of our 2021 Notes and certain performance bonds issued to secure our obligations in connection with our use of certain facilities.

As of December 31, 2011, the principal amount of outstanding long-term debt was Ch$162,277.4 million and as of September 30, 2012, the principal amount of outstanding long-term debt was Ch$ 214,081.6 million.

As of September 30, 2012, we have an outstanding long-term bank debt for a principal amount of Ch$26,991.0 million. This long-term debt consists of loans from *Banco de Chile* for an aggregate amount of Ch$22,320.1 million, from Banco Santander for an aggregate amount of Ch$2,252.5 million, from *Banco de Credito del Perú* for an aggregate amount of Ch$1,775.6 million and from PNC Bank, National Association for an aggregate amount of Ch$642.8 million. The following table sets forth the currency, maturity and mortgaged property, if any, of our long-term bank loans:

Institution	Principal Amount(1)	Currency	Maturity	Mortgaged Property(2)
Banco Crédito del Perú	1,775.6	US$	June 2014	Javier Prado 5536 y Javier Prado 5542, Lima
PNC Bank, National Association	642.8	US$	May 2016	--
Banco Santander	240.9	UF	November 2016	Las Condes Offices
Banco Santander	2,011.6	Ch$	October 2018	Headquarters
Banco de Chile	4,169.3	Ch$	June 2027	Paicaví 2770, Concepción
Banco de Chile	1,956.7	Ch$	June 2027	Manuel Castillo s/n, Peñaflor
Banco de Chile	1,691.2	Ch$	July 2027	Lotes 36 al 39, Copiapó

Banco de Chile	14,502.8	Ch$	August 2027	Headquarters and Las Condes Offices

(1) In millions of constant Chilean pesos as of September 30, 2012. Includes short term portion of long-term debt.
(2) Loans secured by Las Condes Offices and headquarters have liens on different parcels of land that comprise the respective properties.

On May 24, 2011, we issued an aggregate principal amount of U.S. $300.0 million of the Original 2021 Notes and on January 17, 2012, we reopened the Original 2021 Notes and issued an additional U.S.$100.0 million in aggregate principal amount thereunder. The 2021 Notes have a covenant package that is similar to the one for the Notes we are offering in this Luxembourg listing prospectus. However, in addition to a guarantee from our wholly-owned Chilean subsidiary, the 2021 Notes are also guaranteed by Bramont, our Brazilian subsidiary.

Dividends

In accordance with Chilean law, we must distribute cash dividends equal to at least 30% of our annual net income calculated in accordance with Chilean GAAP, unless otherwise decided by a unanimous vote of the holders of our capital stock, and unless, and to the extent that, we have accumulated losses. We paid dividends totaling Ch$11,045.0 million in 2010, Ch$13,945.7 million in 2011 and Ch$23,605.0 million for the nine months ended September 30, 2012. We did not pay any dividends in 2009.

Market Risk

We believe the principal market risks that we are exposed to are interest rate risk and foreign exchange risk (principally with respect to the peso/U.S. dollar and the nuevo sol/U.S. dollar rates).

Interest Rate Risk

We are exposed to interest rate risk through our debt that bears interest at a floating rate. As of December 31, 2009 and 2010, substantially all of our debt bore interest at a floating rate, mainly at the London Interbank Offered Rate ("LIBOR") and the Active Bank Rate of the Chilean National Banks Association ("TAB UF") rate. For the years ended December 31, 2009 and 2010, the average TAB UF rate as reported by the Central Bank was 3.99% and 1.46%, respectively. For the years ended December 31, 2009 and 2010, the average LIBOR rate as reported by the British Bankers Association was 1.13% and 0.52% respectively. Following the issuance of the 2021 Notes, a substantial portion of our long-term debt, including the 2021 Notes, bears interest at fixed rates.

We have, in the past, entered into a limited number of interest rate swaps to mitigate the impact of fluctuations in interest rates. We are not currently party to any interest rate swaps or derivatives.

Exchange Rate Risk

Because we collect revenues principally in pesos and nuevo soles, we are exposed to exchange rate risk through contracts and debt that are denominated in other currencies, principally the U.S. dollar. As of December 31, 2009, 2010 and 2011, all of our vehicles, OEM parts, heavy machinery and third-party after-market supply contracts, and substantially all of the short-term working capital debt that we incurred to pay for inventory under these contracts, were denominated in foreign currencies. As of December 31, 2009, 2010 and 2011, 36.2%, 27.9% and 97.3% of our total debt was denominated in foreign currencies. Fluctuations in exchange rates depend principally on national economic conditions, although general perceptions of emerging markets risk and global events, such as wars, recessions and crises have in the past resulted in depreciation of currencies in emerging markets, such as Chile and Peru.

In addition, both the Chilean and Peruvian governments have in the past and may continue to intervene in foreign exchange markets.

We have, in the past, entered into a limited number of interest rate swaps to mitigate the impact of fluctuations in exchange rates. We are not currently party to any exchange rate swaps or derivatives. In the past, we have normally been able to increase or decrease prices in response to fluctuations in exchange rates, which mitigates the effect of exchange rates on our liabilities under supply contracts (and the associated short-term working capital debt).

Off-Balance Sheet Arrangements

As of December 31, 2009, 2010 and 2011, we were liable under letters of credit that were issued but undrawn in principal amounts totaling Ch$13,337.2 million, Ch$25,668.0 million and Ch$89,204.3 million, respectively. As of September 30, 2012, we were liable under undrawn letters of credit in a principal amount of Ch$73,681.1 million. The substantial increase in the amount of undrawn letters of credit is related to supply restrictions imposed by our OEMs. Because our OEMs have required that we issue letters of credit when we order vehicles that are subject to supply restrictions (rather than immediately prior to the manufacturing of those vehicles), these letters of credit remain outstanding and undrawn for a longer period of time.

Contingent Liabilities

During November 2011, we entered into arrangements with *Banco International de Peru-Interbank* and *Banco Financiero de Peru* for the capital leasing of a total of 118 buses to seven different transportation companies in Peru for a total of U.S. $17.6 million. In connection with these arrangements, we agreed to guarantee all or part of the obligations of the transportation companies to make payments to the banking institutions, and in certain cases, provided financing for the down payment due by the transportation companies to the bank. Under some of the arrangements, we would be obligated to take the place of the lessee under the lease upon a payment default, while under some others, we have an option to either enter into a new leasing arrangement or purchase the vehicles subject to the capital lease. The total principal amount guaranteed by us under these arrangements is approximately U.S. $11.7 million and we provided U.S. $1.9 million in financing for down payments in connection with these arrangements.

Capital Expenditures

For the nine months ended September 30, 2012, we made Ch$40,271.2 million of capital expenditures, which was spent primarily on the construction of our new head office and the purchase of property to develop and expand our owned retail dealerships.

In 2011, we made Ch$24,040.6 million of capital expenditures, which was spent primarily on the construction of new owned dealerships and the purchase of heavy equipment and machinery for our rental business.

In 2010, we made Ch$7,417.1 million of capital expenditures, which was spent primarily on the construction of new owned dealerships and of our new Chilean headquarters.

In 2009, we made Ch$9,979.5 million of capital expenditures, which was spent primarily on the construction of new owned dealerships and of our new Chilean headquarters.

Tabular Disclosure of Contractual Obligations

The following table summarizes our contractual cash financial obligations as of September 30, 2012.

	Payments due by period[1] (in millions of nominal Ch$)				
Contractual Obligations	**Total**	**Less than 1 year**	**1-3 years**	**3-5 years**	**More than 5 years**
Property leases	17,631	1,881	8,715	4,028	3,007
Operational leases	23,759	23,759	--	--	--
Financial leases	4,338	1,956	1,027	1,007	347
Short-term debt[2]	29,299	29,299	--	--	--
Long-term debt – bank debt	26,991	3,291	3,114	4,003	16,582
Long-term debt – 2021 Notes	322,400	--	31,269	31,269	259,863
Total	**424,418**	**60,186**	**44,126**	**40,307**	**279,799**

(1) Including future interest payments.

(2) Does not include short-term portion of our long-term bank debt or the short-term portion of the 2021 Notes.

OUR BUSINESS

Overview

We are one of the largest vehicle importers and distributors in Chile and Peru with a network of 198 vehicle dealerships (92 of which are operated by us and 106 of which are independent franchises appointed and supplied by us). As of September 30, 2012, we were the third-largest vehicle distributor in Chile and the second-largest vehicle distributor in Peru as measured by number of units sold in the first nine months of 2012. During the first nine months of 2012, we sold 31,328 new vehicles in Chile, which represented a market share of 12.7%, and 20,531 new vehicles in Peru, which represented a market share of 17.0%. Since 1986, we have been the sole distributor of Hyundai passenger and light commercial vehicles in Chile and since 2002, the sole distributor of Hyundai passenger, light commercial and heavy commercial vehicles in Peru. Hyundai is the second best-selling vehicle brand in Chile and Peru as measured by number of units sold. In addition, we are the sole distributor of a number of established global vehicle brands, such as Ford, Volvo, Land Rover and Mini in Peru and Mini in Chile, and the sole distributor of rapidly-growing Chinese and Indian brands, such as Mahindra, Haima, Shenyang Brilliance (Jinbei), Zotye, Sinotruk and Keeway Motorcycles in Chile and Peru and Yuejin and Yutong buses in Chile. With these brands, we provide customers with a broad array of options, ranging from economy to luxury vehicles. In connection with the sale of new vehicles, we provide services authorized by our original equipment manufacturers ("OEMs") and OEM parts for the brands of cars that we sell, and we broker financial services through our affiliate Amicar, such as vehicle loans to purchasers of our new vehicles.

Since there are no vehicle manufacturing facilities in Chile or Peru, in these two countries all new vehicles are imported and distributed to dealerships. As vehicle importers and distributors, we are responsible for all aspects of the development and marketing of the brands we represent in the countries where we operate, including: (i) procurement of vehicles and parts, transportation, importing into our territories and delivery to retail locations; (ii) developing and managing the retail network; (iii) managing strategy and all operational aspects of the brands which we represent, including product selection, positioning and retail pricing; (iv) developing strong after-sale support for our brands; (v) developing and executing marketing and sales campaigns at both the national and local level and (vi) coordinating and arranging vehicle financing for customers throughout our retail network. We conduct all of these activities while focusing on performance and maintaining communication with the OEMs that we represent to ensure that our strategies and goals are closely aligned.

In addition, since October 2, 2012, we have begun assembling and selling vehicles in Brazil through our subsidiary Bramont (as defined herein). Bramont is the sole representative for distribution of Mahindra passenger vehicles in Brazil. During the first nine months of 2012, Bramont sold 266 vehicles in Brazil, representing a 0.01% market share. Brazil is ranked the fourth largest market in the world for the automobile industry.

Although the vehicle business is our core business, we also have a heavy machinery business, which mainly consists of importing and selling construction, agricultural and industrial heavy machinery in Chile. We sell heavy machinery through a network of 13 dealerships (all of which we own and operate). We also record a small amount of income from renting heavy machinery and selling used heavy machinery. Our portfolio of 10 brands includes products ranging from bulldozers, front-loaders and forklifts to compressors and generators.

Additionally, in April 2009 we began selling non-OEM after-market accessories, such as batteries, motor oil and car stereos, through third party retailers and through two owned stores in Santiago.

Our business has grown substantially over the past three years. Our sales increased from Ch$381,660.0 million in 2009 to Ch$534,558.4 million in 2010 as a result of increased demand for new vehicles in both Chile and Peru. In 2011, our sales increased to Ch$680,769.6 million (U.S. $1,311.2 billion) due to an increase in new vehicle sales as result of increased demand in both Chile and Peru and an expansion of our dealership network in both countries. In the first nine months of 2012 our sales increased to Ch$538,164.6 million from Ch$504,886.8 million in the first nine months of 2011 primarily due to increased sales of new vehicles in both Chile and Peru, as well as increased sales of heavy machinery in Chile. Our net income increased from Ch$11,271.2 million in 2009 to Ch$33,567.4 million in 2010 and to Ch$36,937.3 million (U.S. $71.1 million) in 2011. In the first nine months of 2012 our net income increased to Ch$31,891.1 million from Ch$27,963.4 million in the first nine months of 2011. During 2011, 63.2% of our revenues came from Chile and 36.8% of our revenues came from Peru. In 2011, our EBITDA increased 49.0% from Ch$58,293.9 million in 2010 to Ch$86,867.9 million in 2011. During 2011, 63.2% of our consolidated EBITDA was generated by our Chilean operations and 36.8% was generated by our Peruvian operations. In the first nine months of 2012 our EBITDA decreased 23.3% to Ch$52,673.3 million from Ch$68,709.3 million in the first nine months of 2011.

Our Strengths

Leading brands and wide selection of vehicles. We are the sole distributor of Hyundai passenger vehicles and light commercial vehicles in Chile and Peru. Hyundai is one of the most popular brands in these markets, offering vehicles ranging from mid-range sedans to high-end sport utility vehicles (SUVs). We also are the sole distributor of Aprilia Motorcycles (of the Piaggio group), as well as Mini Coopers, the Mahindra brand from India, which includes pick-up trucks, and a range of emerging Chinese brands, such as Brilliance and Jinbei. Brilliance is one of the leading automotive manufacturers in China, and has had a joint venture with BMW to produce BMW vehicles since 2003. We believe that our portfolio of strong brands with a wide selection of models, from economy to luxury options at competitive price points will position us to benefit from the sizeable untapped market for new vehicles in both Chile and Peru.

Broad distribution network. We use our strong distribution chain to leverage the strength of our brands and the opportunities for new vehicle sales in the Chilean and Peruvian markets. In 2011, we were the third-largest vehicle distributor in Chile and the second-largest vehicle distributor in Peru measured by number of units sold, with a total of 198 vehicle dealerships in our network. We directly operate 92 flagship dealerships in the main urban areas of Chile and Peru, which we believe are some of the strongest markets within those countries, which allows us to more closely control and monitor the execution of our sales and marketing programs and other corporate strategies. In addition, we distribute vehicles to 106 franchised dealerships in Chile and Peru. These franchises complement our retail operations and expand the reach and coverage of our brands.

Focus on customer service. We believe our focus on customer interactions has been the key to our success in the vehicles retail industry. According to a recent survey by the Reputation Institute of the *Pontificia Universidad Católica de Chile* (Catholic University), we had the best reputation in Chile of any vehicle importation and distribution group. We provide training to all of our staff to ensure that all of our customers are made aware of the variety of complementary products and services that we offer, from financing and insurance brokerage services to OEM parts and post-sales service. Guided by this customer-centric principle in all aspects of our business, we have designed our operations with the aim of delivering consistent, high-quality customer service and establishing long-lasting customer relationships.

Strong, close and long-standing relationships with our OEMs. As a result of our constant focus on performance, effective communication and alignment of our objectives with those of our OEMs, we have developed very strong and long-lasting relationships with our OEMs. For instance, we have been Hyundai's sole distributor in Chile since 1986 and in Peru since 2002. In 2009, our Chilean operations received Hyundai Motor Company's award for Best Hyundai Distributor Worldwide and in 2010 our Peruvian operations received this award. In 2010, our Chilean operations received the Best Worldwide Advertising Campaign Award from Hyundai. In addition, in 2011 our Peruvian operations received Hyundai Motor Company's award for Distributor of the Year for Trucks & Buses.

Opportunities for growth. In 2009, there was only one vehicle for every 5.5 people in Chile, one vehicle for every 16.5 people in Peru and one vehicle for every 6.5 people in Brazil, compared to one vehicle for every 4.5 people in Argentina, one vehicle for every 3.6 people in Mexico and one vehicle per 1.2 people in the United States. Between 2000 and 2010 the compound annual growth rate (CAGR) of the automobile market (in terms of units) was 10.3%, 22.8% and 8.1% in Peru, Chile and Brazil, respectively. Given the strong growth in GDP and real wages, low inflation and unemployment, political stability and investments in road infrastructure in Peru, Chile and Brazil over the past five years, as well as the increased availability of consumer financing, we believe that demand for vehicles in Peru, Chile and Brazil will continue to accelerate until the level of motorization in these countries matches that of similar economies.

Insight, control and added profitability from our role as distributor. Because we are an importer and distributor in addition to being a retailer, we have control over the supply of vehicles and vehicle parts to our retail network. This allows us to establish the retail pricing strategy for our vehicles and control the design and implementation of both local and national marketing and sales strategies for our brands (within the guidelines established by our OEMs). Consequently, we are able to generate strong gross margins and operating margins. In 2009, 2010 and 2011, we recorded gross margins of 22.3%, 24.3% and 25.4%, respectively and operating margins of 6.0%, 10.1% and 11.7%, respectively. As of September 30, 2011 and 2012, we recorded gross margins of 26.3% and 23.4%, respectively, and operating margins of 12.7% and 8.7%, respectively.

Captive Audience. Hyundai provides a (i) 5-year or 100,000 kilometer warranty on vehicles sold in Chile and (ii) 3-year or, depending on certain factors, 50,000 to 200,000 kilometer warranty on vehicles sold in Peru. These warranties require that only we, as sole authorized Hyundai service representative in Chile and Peru, service and repair certain vehicle parts during the warranty period. Since customers are strongly incentivized to have their vehicles serviced by us to maintain their warranty, we are able to develop strong relationships with our customers during this period by providing for a positive customer experience and focusing on customer satisfaction. We believe that this has allowed us to retain a larger number of our customers, either because they continue to service their vehicle with us past the warranty period or because they purchase their next vehicle from us.

Our Strategy

Our goal is to strengthen our position as a leading automobile distributor and retailer in our geographic markets with excellent after-sale support. To achieve this objective, we intend to focus on the following areas:

Increase our market share. We plan to leverage our reputation as a leading vehicle distributor, our established network of owned and franchised dealerships and our marketing expertise to capitalize on the relatively low motorization rates of the Chilean and Peruvian market. We intend to aggressively market the brands that we have recently added to our portfolio, such as Mahindra, Haima and Jinbei (Brilliance), which we believe are attractive to growing market segments that are different from the target market segments for Hyundai vehicles, such as first-time purchasers of economy vehicles and purchasers of pick-up trucks. We also intend to continue taking advantage of Hyundai's strong brand reputation to maintain its position as one of the leading brands of mid-level sedans and SUVs in Chile and Peru.

Continue to develop and expand our network. We intend to continue expanding our retail network, which will support the development of our new brands and the maintenance of existing brands through sales and marketing programs. In particular, we plan to focus on opening dealerships in areas that we believe to be growing markets for particular brands within our brand portfolio. In addition we will continue to establish franchisees in markets where local knowledge is key to establishing a successful presence. This will allow us to continue increasing the recognition and awareness of our brands throughout Chile and Peru.

Focus on customer experience. We continually seek to improve our customers' experience by implementing best practices and improving quality of service. We continuously update our dealerships by implementing new guidelines and recommendations from OEMs, which we believe will make our dealerships even more user-friendly. For instance, we are currently implementing a capital improvement plan at our Hyundai dealerships to align our dealerships with Hyundai's global corporate identity. We are focused on retaining our customers, either as continuing service clients or as purchasers of new vehicles, by improving the customer experience to build loyalty. We use a state-of-the-art customer relationship management system that ensures that a customer is offered a wide range of services during each interaction with one of our dealerships and that dealership personnel follow-up with each customer to make sure that he or she is satisfied with the service we have provided.

Increase sales from brokering financing services. The availability of financing is a key driver for the growth of vehicle sales. As a result, our ability to offer brokered financial services to our customers both helps to expand the market for new vehicle sales and provides us with a second revenue stream. All of our brokered financial services in Chile are provided through Amicar, and we collect a commission for each financing placed through Amicar. In 2011, in Chile, approximately 40% of the customers in our owned dealerships obtained financing through Amicar in connection with the purchase of a new vehicle, and financing services represented approximately 2.8% of our gross profit in 2011. We plan to maintain our affiliate Amicar as the exclusive financial services provider in our dealership network in Chile, and to continue to promote the opportunity to obtain financing at our dealerships as a means of attracting more customers. In addition, although we currently broker some financing with certain banks, we are exploring opportunities to develop a more robust platform to use in brokering financing services in Peru.

Improve our cost structure. Oversight and management of our dealerships is centralized at our Santiago headquarters, which we believe is an efficient way to handle our cost structure. As our business continues to grow, we expect to continue to take advantage of economies of scale to reduce the cost of our overhead and administrative functions. In addition, a portion of the compensation paid to most of our employees is tied to performance variables such as sales or net income. We believe this structure aligns employee incentives with our goals and allows us to quickly adjust to changes in the market and reduce costs during downturns in the business cycle. During the next twenty four months, we plan on migrating our remaining portion of employees to the variable compensation model.

Introduction of New Products and Increase of Market Share in Brazil. Through our newest subsidiary Bramont, beginning in 2013 we plan to introduce several new product lines into the Brazilian market, including motorcycles and tractors. In order to introduce these new products into the marketplace, Bramont has made investments in infrastructure, as well as planned increases in overall headcount. In addition, Mahindra's small trucks, which have proven popular in both the agricultural and mining sectors, represent an interesting growth opportunity for Bramont in Brazil.

Recent Developments

Recent Transactions

Amicar

On August 21, 2012, we received a capital increase from Minvest in the form of its 50% interest in Amicar in exchange for a nominal increase in the value of our shares held by Minvest. Operating at more than 180 dealerships throughout Chile, Amicar is an online auto credit portal acting as an intermediary between consumers and credit providers. Gildemeister and DERCO customers can utilize Amicar's network of banks and financial institutions to obtain financing for the purchase of an automobile. Amicar does not provide any credit to purchasers and it does not assume any of the credit risk associated with resulting loans. Amicar's revenues are derived from commissions based on the present discounted value of the resulting promissory note at the rates offered by these financial institutions to Amicar, with Amicar receiving the premium represented by the spread it charges above the interest rate charged by the bank or financial institution to the purchaser. Amicar typically receives each such commission within a month of the disbursement of the loan. Amicar uses a portion of this premium to pay a commission to both the relevant dealership and automobile brand and retains the remainder. We receive commissions from Amicar for the sales of our brands which are financed through Amicar and as a result of this transaction we will now receive equity income and dividends from Amicar as well.

Bramont

On October 2, 2012, we received a capital increase from Minvest in the form of 70% of the total outstanding shares of Bramont in exchange for an increase in the nominal value of the shares of Gildemeister held by Minvest. As part of this transaction, we also received from Minvest U.S. $40.8 million in intercompany loans payable by Bramont to Minvest. Bramont, which began operating in 2007, is headquartered in São Paulo, but is incorporated in the industrial district of Manaus in order to receive constitutionally guaranteed tax benefits. Bramont is the sole importer and distributor of Mahindra vehicles in Brazil. These units are initially imported to Brazil as complete knock-down units, or almost completely assembled. Bramont then carries out the final assembly steps for these units at its facilities in Manaus, thereby resulting in a minimal investment in infrastructure. As a result of this transaction, Bramont was designated as a restricted subsidiary of Gildemeister under the indenture dated May 24, 2011, governing the 8.250% Senior Notes due 2021 issued May 24, 2011 and January 17, 2012.

Autoshopping

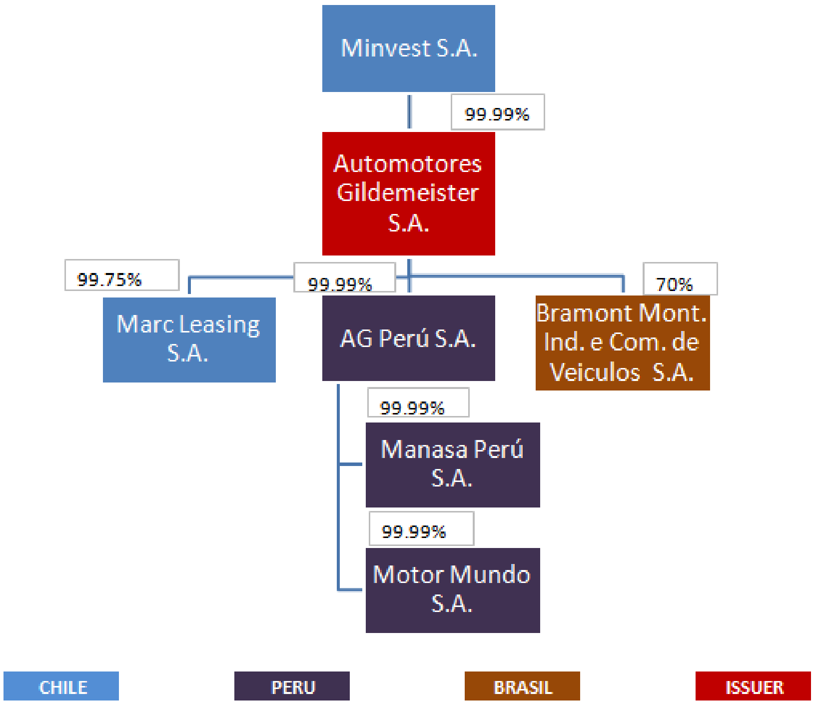
On October 12, 2012, we incorporated *Sociedad Comercial e Inmobiliaria Autoshopping S.A.*, a Chilean real estate development joint venture company established by Gildemeister and Derco Inversiones, to develop and construct dealership malls in Chile. Autoshopping is currently analyzing its first project in Santiago, Chile. We and Derco Inversiones expect to occupy approximately 30% of the space of each dealership mall and lease the remainder to other dealers and importers.

Ecovalor

As of the date of this Luxembourg listing prospectus, we are in the process of incorporating *Sociedad Comercial de Ecovalor S.A.*, a joint venture company established by Gildemeister and Derco Inversiones (in which each has a 50% interest), to develop an integrated system for the collection and recycling of used portable batteries. Through Ecovalor, we and Derco Inversiones expect to consolidate our already substantial market share in the importation and distribution of batteries in Chile.

Our Corporate Structure

Automotores Gildemeister S.A. is a privately held company founded on March 14, 1986 as a limited liability company, which was transformed into a *sociedad anónima* on April 22, 1988. We are a subsidiary of Minvest S.A., which holds 99.99% of our outstanding shares. Automotores Gildemeister S.A. includes our Chilean vehicle and heavy machinery sales divisions. Marc Leasing S.A., a direct subsidiary of Automotores Gildemeister S.A., is a subsidiary that previously provided leasing services of heavy machinery in Chile. Marc Leasing S.A. no longer has significant operations. In addition, Gildemeister's direct subsidiary Automotores Gildemeister Peru S.A. ("AG Perú S.A.") conducts Gildemeister's Peruvian vehicle sales and has two subsidiaries, Manasa Peru S.A., which has concessions and supply agreements for the importation and distribution of a number of different vehicle brands in Peru, including Ford Motor Company, Volvo Cars Overseas Corporation and Land Rover Exports Ltd., and Motor Mundo S.A, which has concessions and supply agreements for the importation and distribution of a number of vehicle brands in Peru, including Zotye, Sinotruk, Mahindra, Haima and Shenyang Brilliance (Jinbei). Finally, Gildemeister's direct subsidiary Bramont is the sole importer and distributor of Mahindra vehicles in the Brazilian market. Except for Bramont, which is 70% owned by us, all of Automotores Gildemeister S.A.'s direct and indirect subsidiaries are wholly-owned, other than for a nominal share owned by an affiliate of Automotores Gildemeister S.A. to comply with Chilean and Peruvian corporate law. Amicar, a Chilean company founded in 2007, is a joint venture between Gildemeister and DERCO. Autoshopping, a Chilean company founded earlier this year, is a joint venture between Gildemeister and Derco Inversiones. Finally, as of the date of this Luxembourg listing prospectus, we are in the process of incorporating Ecovalor, a Chilean company, which will also be a joint venture between Gildemeister and Derco Inversiones. For further information regarding these joint ventures see "*Recent Developments*." The chart below illustrates our corporate structure, excluding these joint ventures.



Our principal executive offices are located at 570 Avenida Américo Vespucio, Pudahuel, Santiago, Chile. Our main telephone number is +56-2-640-4000 and our website is www.gildemeister.cl.

Information contained on, or accessible through, our website is not incorporated by reference in, and shall not be considered part of, this Luxembourg listing prospectus.

Business Categories

For operational purposes, we divide our business into three main categories: (i) the vehicle business, which is our core activity and mainly consists of importing, distributing and selling new vehicles (primarily Hyundai), providing maintenance and repair services and selling associated OEM parts, selling used vehicles and brokering insurance and financing services; (ii) the heavy machinery business, which mainly consists of importing, selling and renting construction, agricultural and industrial heavy machinery and (iii) the third-party after-market accessories business, under which we sell vehicle accessories, such as car batteries and motor oil and stereos.

Vehicle Business

Our vehicle business consists primarily of the importation of vehicles from foreign OEMs and their subsequent distribution and sale to customers, either through independently owned and franchisee operated dealerships or our owned and operated dealerships. We also provide maintenance and repair services to our brands of vehicles (including OEM parts), regardless of whether the vehicle was purchased at one of our franchised dealerships or at our owned dealerships. We are the sole distributor of OEM parts for our brands to the service departments in our franchised dealerships. In addition, we generate revenue from the sale of used vehicles.

Our vehicles business (including service fees, sale of OEM parts and commissions from brokering finance and insurance) accounted for 91.2%, 91.2% and 91.1% of our sales in Chile, 100%, 100% and 99.9% of our sales in Peru, and 94.0%, 93.9% and 94.3% of our total sales in 2009, 2010 and 2011, respectively. Our vehicles business represented 91.5%, 92.1% and 90.8% of our gross profit in Chile, 100%, 100% and 99.9% of our gross profit in Peru and 93.6%, 94.0% and 93.5% of our total gross profit in 2009, 2010 and 2011, respectively. Our vehicle business accounted for 91.3% and 90.0% of our sales in Chile, 99.9% and 97.6% of our sales in Peru, and 94.5% and 92.9% of our total sales for the nine months ended September 30, 2011 and 2012, respectively. Our vehicle business accounted for 91.3% and 88.3% of our gross profit in Chile, 99.9% and 98.5% of our gross profit in Peru, and 93.8% and 91.6% of our total gross profit for the nine months ended September 30, 2011 and 2012, respectively.

Our Chilean operations accounted for 66.7%, 67.1% and 61.0% of the sales and 72.9%, 75.0% and 68.7% of the gross profit in our vehicles business in 2009, 2010 and 2011, respectively, and the remainder was attributable to our Peruvian operations. Our Chilean operations accounted for 60.5% and 60.2% of the sales and 69.3% and 65.6% of the gross profit in our vehicles business for the nine months ended September 30, 2011 and 2012, respectively, and the remainder was attributable to our Peruvian Operations.

New vehicle sales accounted for 89.6%, 88.7% and 87.5% of the sales from our vehicle business in Chile, 92.3%, 93.8% and 94.6% of the sales from our vehicle business in Peru, and 90.5%, 90.4% and 90.3% of our total sales from our vehicle business in 2009, 2010 and 2011, respectivly. New vehicles sales accounted for 87.5% and 86.3% of the sales from our vehicle business in Chile, 94.4% and 92.7% of the sales from our vehicle business in Peru, and 90.2% and 89.8% of our total sales from our vehicle business for the nine months ended September 30, 2011 and 2012, respectively.

New vehicle sales accounted for 74.2%, 79.8% and 77.6% of the gross profit from our vehicle business in Chile, 78.5%, 81.5% and 86.0% of gross profit from our vehicle business in Peru, and 75.4%, 80.2% and 80.3% of our gross profit from our vehicle business in 2009, 2010 and 2011, respectively.

New vehicles sales accounted for 78.4% and 72.1% of the gross profit from our vehicle business in Chile, 85.5% and 81.1% of gross profit from our vehicle business in Peru, and 80.6% and 75.6% of our gross profit from our vehicle business for the nine months ended September 30, 2011 and 2012, respectively. The remaining sales and gross profit in our vehicles business are attributable to used vehicles (in Chile only), repair and maintenance service fees and OEM spare parts sales and brokerage of finance and insurance services.

The following table shows the number of vehicles sold by brand and country, in the periods indicated:

	For the year ended December 31,			For the nine months ended September 30,	
	2009	**2010**	**2011**	**2011**	**2012**
Chile:					
Hyundai	25,945	34,122	34,241	25,636	26,083
Mahindra	1,299	2,438	3,815	2,719	3,272
Mini	156	331	460	304	296
Haima	--	--	456	279	596
Zotye	248	679	902	670	584
Jinbei (Brilliance)	37	152	267	131	481
Yuejin	--	231	373	285	246
Sinotruk	43	103	156	94	140
Piaggio Group	298	263	266	167	205
Keeway Motorcycles	1,347	1,232	1,660	1,025	1,562
Yutong	--	--	10	--	32
Sunlong	--	--	10	--	--
Total Chilean Sales	***29,373***	***39,551***	**42,616**	***30,285***	***33,497***
Peru:					
Hyundai	9,848	13,014	17,730	12,510	17,474
Hyundai CV	--	2,422	2,628	2,034	1,740
Mahindra	156	330	577	412	488
Mini	2	59	95	70	77
Mazda*	678	1,236	768	767	--
Haima**	--	--	55	--	356
Zotye	165	416	454	320	472
Jinbei (Brilliance)	388	287	378	278	511
Sinotruk	47	23	2	1	158
Piaggio Group	18	--	--	--	--
Ford	338	653	1,107	762	930
Volvo	97	135	158	124	135
Land Rover	44	87	107	74	88
Keeway Motorcycles	1,426	762	1,685	1,105	1,364
Mainhdra Motos	--	--	--	--	153
BMW Motorrad	--	40	76	54	63
Total Peruvian Sales	***13,207***	***19,464***	***25,820***	***18,511***	***24,009***
Total Sales	***42,580***	***59,015***	***68,436***	***48,796***	***57,506***

* In January 2011, we sold the rights to distribute Mazda in Peru.
** In March 2011, we entered into an agreement to sell Haima vehicles in Peru, and we are currently implementing our plans to create a distribution network.

In 2009, 2010 and 2011, sales (by units) from our top three vehicle OEMs, Hyundai, Mahindra and Keeway Motorcycles, accounted for 94.0%, 92.0% and 91.1% of our total vehicle sales, respectively. For the nine months ended September 30, 2011 and 2012, sales (by units) from our top three vehicle OEMs, Hyundai, Mahindra and Keeway Motorcycles, accounted for 91.2% and 90.4% of our total vehicle sales, respectively. Hyundai, which was the only OEM that individually accounted for more than 10% of our total vehicle sales (by units) in 2009, 2010 and 2011, represented 84.0%, 84.0% and 79.8% of our total vehicle sales (by units) in those years, and 80.7% and 78.8% of our total vehicle sales (by units) for the nine months ended September 30, 2011 and 2012, respectively. Although Mazda represented

7.8% of our Peruvian sales (by revenue) and was our second-largest OEM in terms of units sold in Peru during 2010, in January 2011 we sold our existing inventory and the rights to distribute Mazda in Peru in order to focus our efforts on developing our Chinese and Indian brands of OEMs in Peru.

Importation and Distribution Agreements

Our business operates pursuant to importation and distribution agreements that we believe have terms that are customary for the industry. These agreements are entered into with the OEMs of each brand of vehicle that we distribute to our franchisees or that we sell at our dealerships. Either we or one of our affiliates are a party to the importation and distribution agreements. Each importation and distribution agreement contains provisions and standards governing certain aspects of the importation of the brand and operations of the dealerships, including sales targets and periodic sales reporting.

In addition, our importation and distribution agreements contain standard provisions related to the following:

- product requests, shipping arrangements and procedures;
- restrictions on the sale and use of non-OEM parts;
- guidelines for our reports on sales, market and customer information to the OEM; and
- competitive products restrictions such as limiting sales within a dealership to products of only its brand or non-competitive products as defined in the agreement.

In exchange for complying with these provisions and standards, we are granted the non-exclusive right to distribute and sell the OEM's brand of vehicles and associated OEM parts, and to provide "official" post-sales services for the OEM's brand of vehicles. These importation and distribution agreements also grant us a non-exclusive license to use each OEM's trademarks, service marks and designs in connection with our sales and services of its brands during the duration of the agreements.

Our importation and distribution agreements typically expire after a specified period of time, ranging from one to four years, although some are automatically renewed or are renewed subject to us complying with certain conditions, such as achievement of certain sales targets. We have never had an OEM refuse to renew one of our importation and distribution agreements. In practice, our OEMs look at our overall performance in considering renewal of our agreements. In each of the past five years, we have exceeded the contractual minimum sales targets in the importation and distribution agreements for each of our top three vehicle OEMs.

The importation and distribution agreements also entitle some OEMs to terminate or not renew the agreement for a variety of causes, including failure to comply with minimum purchase requirements, failure to comply with applicable laws or regulations, insolvency or bankruptcy, changes in our management or ownership without consent, failure to have any permit or license necessary to operate the dealership, and material breaches of other provisions of the agreement.

As stated above, most of our relationships with vehicle OEMs are on a non-exclusive basis, although some, including Jinbei (Brilliance) are exclusive contracts. We have, nevertheless, been the sole distributor, in practice, for each of our brands in the relevant territory since entering into the respective importation and distribution agreements.

The tables below present our principal importation and distribution agreements with vehicle OEMs in Chile, Peru and Brazil:

Country	Manufacturer	Product line	Year of first agreement	Exclusivity Rights	Date of last renewal	Expiration Date, or Automatic Renewal
Chile	**Hyundai Motor Company**	Passenger & light commercial vehicles	1986	Not exclusive	January 1, 2010	December 31, 2013
	Mahindra	Passenger & light commercial vehicles	2006	Not exclusive	February 9, 2012	November 15, 2013
	Mini	Passenger & light commercial vehicles	2009	Not exclusive	January 1, 2012	December 31, 2012 [1]
	Haima	Passenger & light commercial vehicles	2010	Exclusive	January 31, 2010	Automatic renewal if minimum purchases are accomplished
	Huachen	Sedan cars	2008	Exclusive	January 27, 2012	December 31, 2014
	Zotye	Passenger & light commercial vehicles	2008	Exclusive	January 1, 2012	Automatic renewal
	Shenyang Brilliance (Jinbei)	Brand minibus	2008	Exclusive	January 27, 2012	December 31, 2014.
	Yuejin	Trucks	2009	Exclusive[2]	September 19, 2009	Automatic renewal
	Sinotruk	Trucks	2007	Exclusive[2]	January 1, 2012	December 31, 2014.
	Keeway Motorcycles	Motorcycles	2007	Exclusive	November 22, 2010	November 22, 2013
	Yutong Group	Buses	2011	Exclusive[2]	March 11, 2011	Automatic renewal
Peru	**Mahindra**	Passenger & light commercial vehicles	2007	Not exclusive	July 14, 2010	July 13, 2012[1]
	Hyundai Motor Company	Passenger & light commercial vehicles	2003	Not exclusive	January 1, 2010	December 31, 2013
	Ford	Passenger & light commercial vehicles	1997	Not exclusive	June 28, 2012	June 30, 2014
	Volvo	Passenger & light commercial vehicles	2005	Not exclusive	July 1, 2005	Indefinite duration
	Land Rover	Passenger & light commercial vehicles	2006	Not exclusive	April 1, 2012	April 1, 2017
	Mini	Passenger & light commercial vehicles	2009	Not exclusive	January 1, 2012	December 31, 2012 [1]
	Huachen	Sedan cars	2008	Exclusive	January 27, 2012	December 31, 2014
	Shenyang Brilliance (Jinbei)	Passenger & light commercial vehicles	2008	Exclusive	January 27, 2012	December 31, 2014
	Zotye	Passenger & light commercial vehicles	2008	Exclusive	January 1, 2012	Automatic renewal
	BMW Motorrad	Motorcycles	2009	Not exclusive	September 15, 2009	Indefinite Duration
	Keeway Motorcycles	Motorcycles	2007	Exclusive	November 22, 2010	November 22, 2013
	Sinotruk	Trucks	2007	Exclusive[2]	August 15, 2011	December 31, 2014
	Haima	Passenger & light	2011	Exclusive	March 30, 2011	Automatic

		commercial vehicles				renewal if minimum purchases are accomplished
Brazil	**Mahindra**	Vehicles & spare parts and accessories(3)	2007	Exclusive	January 25, 2007	January 24, 2012

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(1) The renewal of the contract is currently under negotiation.
(2) The exclusivity right of this contract is subject to limited exceptions. For instance, contracts with Chinese OEMs may have exceptions for sales to companies incorporated in China operating within the distribution territory and projects financed by national loans from the People's Republic of China.
(3) The products that Bramont may distribute in Brazil are those vehicles assembled in Bramont´s manufacturing facility from the CKD kits supplied by Mahindra.

In addition, Bramont and Mahindra signed a manufacturing and assembly agreement, dated January 25, 2007. Pursuant to this agreement, Mahindra agreed to sell Bramont certain of its knock down parts, components and accessories for assembly and distribution in Brazil. This agreement expired on January 24, 2012 and its renewal is currently under negotiation.

As of the date of this Luxembourg listing prospectus, the importation and distribution agreements for vehicles with Mini in Chile, Mini and Mahindra in Peru and Mahindra in Brazil had expired and were in the process of renewal. We are currently negotiating the renewal of these agreements with the OEMs, and we continue to import and distribute vehicles for these OEMs on substantially the same terms and conditions as the lapsed agreements with each of them. See "*Risk Factors—Risk Factors Related to Our Business—A failure to renew or comply with our agreements entered into with our original equipment manufacturers may adversely affect our results of operations and financial condition.*"

In addition, we had previously entered into an importation and distribution agreement with Piaggio motorcycles, which has since lapsed. Nevertheless, we continue to import and distribute Piaggio motorcycles on substantially the same terms and conditions as the lapsed agreement.

Most of our agreements contain clauses pursuant to which we commit ourselves to actively promote and develop sales of a specific brand within the markets in which we operate. For instance, we may freely advertise a specific brand of vehicle through our own implemented and developed marketing strategy without further approval by the OEM, or, in certain cases, subject to a limited review by the OEM for compliance with certain minimum requirements. This freedom also allows us to implement and manage our owned and franchised dealerships as we determine is appropriate for our markets. Despite this independence, we work closely with personnel at different divisions and at different levels within our OEMs to ensure alignment of our strategies with their global plans.

We pay each OEM the wholesale price for each vehicle and OEM part we import. Prices are generally negotiated on an annual basis, either as part of the contract renewal negotiations or in individual negotiations with OEMs. OEMs are entitled to adjust prices throughout the year. In line with industry practice, the OEMs require us to provide a letter of credit prior to the production month indicated in our monthly confirming order, although in practice most OEMs do not require the letter of credit to be provided until immediately before production has started or, in some cases, before the vehicle is shipped. Additionally, we are required to make full payment of the purchase price (through our letter of credit) before delivery of the new vehicles.

We negotiate with vehicle OEMs to set annual non-binding minimum sales numbers and/or market share targets for new vehicles as part of their annual sales plans. These numbers and targets are determined after consideration of a variety of factors, including estimated growth of the vehicle sales and awareness of the OEM and its brands. These minimum sales numbers and market share targets for the

OEMs with whom we have more developed relationships are sometimes as much as a third less than the actual sales we have achieved. For newer OEMs, minimum sales numbers and market share targets are often projections that are adjusted annually according to market share. Although minimum sales numbers do not bind us to make that number of purchases, failure to meet a certain percentage of minimum sales figures for a certain number of years without justification could trigger termination rights by our OEM. Minimum sales targets are negotiated and in most cases, particularly our most important brands, are significantly below our actual sales for the brand.

New vehicles are delivered on the basis of orders placed by us in consultation with each of our dealerships that are then communicated to the OEM on a monthly basis. As part of our OEMs' planning processes, we also provide a rolling forecast that is updated along with our monthly orders.

In general, we receive shipments of vehicles from each OEM on a monthly basis, but in the cases of our higher volume brands we may receive two or more shipments per month. For our larger OEMs, including Hyundai, the cost of shipping is included in the cost of the vehicle (CIF); for some of our smaller OEMs we are responsible for the costs of shipping (FOB). Once payment is made, we obtain commercial control of, and responsibility for, the vehicles once they are loaded onto a ship and pass the ship's rail at port of origin. Consequently we also carry (or, in the case of vehicles shipped CIF, require OEMs to carry) "all risk" insurance for our shipments. Our vehicles arrive at one of the following three ports: San Antonio, which serves central and southern Chile dealerships; Iquique, which serves dealerships in northern Chile; and Callao, which serves our Peruvian dealerships.

Once vehicles arrive into port, they are transported first to our operations centers in Santiago and Iquique in Chile or Callao in Peru to undergo pre-delivery inspection where they are checked for proper fluid levels and washed and prepared for delivery to customers. Vehicles are then stored at these facilities and transported to our owned or franchised dealerships as needed. On average, we maintain two to three months of inventory at our operations centers.

<u>Importation and Distribution Agreements with Affiliates</u>. Our affiliates Fortaleza and Comercial GSA (neither of which we control) hold the importation and distribution agreements for the sale and authorized service and repair in Chile of Mahindra, Haima, Zotye, Jinbei (Brilliance), Huachen, Yuejin, Sinotruk, Keeway Motorcycles, Yutong and Mini vehicles and OEM parts. These affiliates effectively empowered us to import and distribute these brands' products beginning in April 2009 and our results of operations since that time reflect most of the results derived from the contracts held by these affiliates. We do not pay these affiliates for the right to import the products for which they have the license. Revenues from sales of these vehicles represented 15% of total vehicle sales in 2011.

In implementing these arrangements with our affiliates, we request that either Fortaleza or Commercial GSA place a purchase order with the relevant OEM. The OEM typically issues the invoice naming either Fortaleza or Commercial GSA as the purchaser. However, we provide a letter of credit to support the purchases, and the bill of lading names us as the recipient/buyer of the vehicles and/or parts. Prior to receipt of the vehicles in Chile, our affiliate endorses the purchase order and any other relevant documentation to us. These transactions do not constitute a financial transaction and therefore are not recorded as related party transactions in our financial statements. Revenue from the subsequent sale of the vehicles and/or parts is recorded as sales, and the cost of importing these products is recorded under cost of sales in our income statement. See *"Risk Factors—Risk Factors Related to Our Business—Certain of our products and services are dependent upon contracts that are held by our affiliates."*

<u>Dealership Management.</u> Our retail network provides market-specific responses to sales, service, marketing and inventory requirements. These operations are complemented by our centralized information technology and financial controls, as well as sharing of sales and marketing best practices

throughout our organization. In managing our dealership portfolio, we employ a system whereby certain administrative and strategic functions of the business are centralized, while each franchise dealership is separately managed in accordance with the guidelines and operational recommendations established by our OEMs and our requirements for our franchisees. Our corporate office is responsible for, among other matters, coordinating our retail distribution network, implementing country-wide marketing plans and promotional strategies, managing the capital structure of our owned dealerships, setting and maintaining internal controls, establishing information requirements, procuring and distributing parts and negotiating with third-party suppliers. The centralization of key functions at the corporate level enables us to take advantage of certain synergies within our dealership operations as a whole, gain better negotiating power over third parties and obtain volume-based rebates or discounts from suppliers.

The implementation of the operational policies and procedures established by our corporate office to maintain uniformity of appearance and high quality of service among both owned and franchised dealerships in our network is the responsibility of each dealership's management team. The manager of each dealership, with assistance from the managers of vehicle sales, automobile repair and maintenance service, marketing and administration, is ultimately responsible for the operation, personnel and financial performance of his or her dealership. Therefore, our dealerships are operated as individual profit centers in which the managers are given significant autonomy. Our management team's thorough understanding of their local markets enables them to effectively run day-to-day operations, market to customers, recruit new employees and gauge business opportunities in the local markets. In addition, our management structure is intended to always promote and reward entrepreneurial spirit and the achievement of team goals.

Corporate management utilizes computer-based management information systems to monitor each dealership's sales, profitability and inventory on a regular, detailed basis. We believe that training and implementation of industry best practices provides us with a competitive advantage over many dealerships. In addition, our corporate headquarters coordinates a platform peer review process. On a rotating basis, each department's and dealership's operations are examined in detail by management. Through this process, we identify areas for improvement and disseminate best practices company-wide.

Marketing. Our marketing programs have contributed to our sales growth. Our advertising and marketing efforts tend to target the local markets and are aimed at driving new business as well as attracting repeat customers. We utilize many different media options for our marketing activities, including the internet, print, radio and television. We usually measure the success of campaigns by the number of customers they bring to our dealerships. We maintain a specialized advertising department that analyzes purchasing trends and focuses our advertising and marketing efforts where we believe it will likely provide the highest return. Vehicles are marketed under their brand names, but we believe that the Gildemeister, Fortaleza, Comercial GSA and Motormundo brands for new vehicles, and the Carmeister brand for used vehicles, are well recognized by customers. In addition, some OEMs supplement our local and national advertising efforts by producing large advertising campaigns of their own to support their brands. We believe that our ability to obtain volume discounts and other valuable concessions from advertisers enables us to realize continued cost savings in advertising.

We are currently in the third year of a four-year capital improvement plan at our Hyundai dealerships. In accordance with our discussions with Hyundai, we have agreed (but are not contractually bound) to make improvements to our dealerships so that they meet Hyundai's new global standards for appearance and service; however, we are not subject to any specific sanction for failure to comply with the plan. See "*Management's Discussion and Analysis of Results of Operations and Financial Condition—Capital Expenditures*."

Owned Dealerships. We sell 16 brands through 92 vehicle dealerships that we own and operate, including 62 owned dealerships in Chile and 19 owned dealerships in Peru. Our strategy has been to locate our owned dealerships in the largest cities in Chile and in Lima, Peru, which we also believe to be some of the most important markets in both countries. These dealerships may or may not be exclusive to a single brand of vehicle depending on the requirements of our importation and distribution agreements with the OEMs. Our bigger brands such as Hyundai are sold in dedicated showrooms solely dedicated to that brand, while some of our smaller brands are bundled together in multi-brand dealerships, where each brand has a separate showroom located near the others.

The following table shows our owned dealerships in Chile as of September 30, 2012:

	Hyundai		
City	**Vehicle Sales, Service and OEM Parts**	**Only Vehicle Sales and Service / Only Sales**	**Other brands**
Arica			1
Iquique	1		3
Antofagasta	1	1	3
Calama	1		2
Coquimbo/La Serena		1	2
San Fernando			1
R. Valparaiso/Viña del Mar	1		2
RM/Santiago	6	10	11
Concepcion		2	3
Los Angeles	1		1
Temuco	1		1
Valdivia	1		1
Osorno		1	1
Puerto Mont/Puerto Varas	1		1
Total	**14**	**15**	**33**

The following table shows our owned dealerships in Peru as of September 30, 2012:

	Hyundai		
City	**Vehicle Sales, Service and OEM Parts Sales**	**Only Vehicle Sales and Service / Only Sales**	**Other brands**
Lima	7		14
Trujillo	1		2
Piura	1		2
Arequipa			1
Total	**9**	**0**	**19**

New vehicles for our dealerships are transported by third parties contracted by us, and the cost of transportation is included in the retail cost. Inventory at any given dealership varies according to the size and location of the dealership. Our pricing strategy for new-vehicles reflects a margin over the wholesale price at which we purchase vehicles from the OEM. The price to customers (list price) is adjusted on a regular basis throughout the year to reflect market trends, fluctuations in exchange rates and in response to prices and promotions set by our competitors. Our vehicles generally come with an OEM's warranty, under which we provide service and maintenance.

In general, retail customers purchasing vehicles from the inventory available at our dealerships represent the vast majority of the vehicle units we sold in 2009, 2010 and 2011. However, we also offer customers the ability to custom order vehicles. In addition to sales made through our dealerships we also sell vehicles to fleet, institutional or government customers. We maintain specialized personnel at our headquarters and at certain dealerships to address the needs of fleet customers.

Repairs and Maintenance Services and OEM Part Sales. While all of our owned dealerships sell vehicles, some of our owned dealerships also provide repairs and maintenance service and sales of OEM parts. These dealerships employ technicians who receive special training from us and from our OEMs on the proper maintenance and repair of their vehicles. In accordance with our agreements with our OEMs, our dealerships use only OEM parts sold by us in connection with maintenance and repair service. These OEM parts are stored in our state-of-the-art warehouses which employ computerized inventory management systems. We perform both warranty and non-warranty work. Our repair and maintenance service fees and OEM parts sales have increased each year, in large part due to increasingly complex technology in vehicles, which makes it difficult for independent repair facilities to diagnose problems in and repair today's automobiles. A goal of each of our dealerships is to make each vehicle purchaser a customer of our repair and maintenance service and OEM parts department. Our dealerships keep detailed records of our customers' repair and maintenance service history and we send reminders to customers when vehicles are due for periodic maintenance service.

Used Vehicles. Some of our dealerships also sell used vehicles through the Carmeister brand. These vehicles are generally received by us as a trade-in or payment in kind for a new vehicle; however, we also receive used vehicles on consignment from customers, intermediate the sale of used vehicles by customers to third parties and sell vehicles from our own fleet when we determine they are no longer useful in our business. In the case of trade-in or former fleet vehicles, our pricing strategy is to add a margin to the cost of the vehicle, whereas in the case of consignment or intermediation, we receive a commission which is generally equal to five percent of the sale price.

Finance and Insurance Brokerage. At our dealerships in Chile, we broker insurance services for our customers and arrange for financing between our clients and financial institutions through Amicar, which is a 50% joint venture between Gildemeister and DERCO. Amicar pays us a commission in respect of financing and insurance services brokered by us through it, which is recorded as sales revenue in our income statement and which is recorded as a related party transaction in our financial statements. In 2011, approximately 40% of our customers in Chile financed their vehicle purchases using Amicar brokered financing, and we expect this number to continue increasing. In Peru, we receive commissions for financing and insurance as a result of brokering activities as well. In Peru, approximately 21% of our customers in 2011 received financing brokered by us. In brokering financing and insurance, we do not assume credit risk. All of our owned and franchised dealerships in Chile are required to offer these financing and insurance services to all of our customers who want to purchase new vehicles. Sales from commissions for financing and insurance represented 0.7%, 0.7% and 0.7% of total sales and 2.6% and 2.5% and 3.1% of our total gross profit in 2009, 2010 and 2011, respectively. See "*Related Party Transactions*."

We also offer short-term financing which permits customers to pay a portion of their vehicle using up to four checks. We are subject to the credit risk of our customers in connection with these financings (i.e., the risk that a check will be rejected or dishonored for insufficient funds); however, we also maintain credit insurance that covers up to 85% of the loss on a check that is rejected or dishonored for insufficient funds. We do not provide any direct long-term financing to retail customers for vehicle purchases. Income from these short-term financing is *de minimis*, and we have reduced the amount of direct financing and expect to continue doing so in order to develop our finance brokerage business.

In addition, Gildemeister provides capital leasing of vehicles.

Franchises. We distribute vehicles to 106 franchised dealerships, including 60 franchised dealerships located in Chile and 37 franchised dealerships located in Peru. Franchises operate very similarly to our owned dealerships. Franchises are usually given for a single brand, generally Hyundai, or a bundle of smaller brands (albeit in separate showrooms). We do not offer any of our franchised dealerships brand or geographic exclusivity. In general, we grant franchises to complement our owned dealership network in larger cities, or to take advantage of sales opportunities in smaller and more remote markets.

The following table shows our franchised dealerships in Chile as of September 30, 2012:

	Hyundai		
City	Vehicle Sales, Service and OEM Parts Sales	Only Vehicle Sales and Service / Only Sales	Other brands
Arica		1	
Copiapo	1		1
Coquimbo/La Serena	1		1
Ovalle		1	1
San Felipe	1		1
San Fernando		1	
R.Valparaiso./Viña del Mar	3		4
RM/Santiago	7	8	6
Rancagua	1		1
Curico	1		1
Talca	2		1
Linares	1		
Chillan	1		1
Concepcion	1	2	1
Temuco	1		1
Osorno		1	
Puerto Mont/Puerto Varas			1
Chiloe	1		
Coihaique		1	
Punta Arenas	1		1
Total	**23**	**15**	**22**

The following table shows our franchised dealerships in Peru as of September 30, 2012:

	Hyundai		
City	Vehicle Sales, Service and OEM Parts Sales	Only Vehicle Sales and Service / Only Sales	Other brands
Lima	6	1	
Arequipa	2		
Cajamarca	1		1
Cusco	1		1
Huanuco	1		1
Tanca	1		1
Juliaca	1		1
Ilo	1		1
Chiclayo	1		1
Chimbote	1		1
Puerto Maldonado	1		1
Abancay	1		1
Huaraz	1		1
Pucallpa	1		1
Huancayo	1		1
Iquitos	1		1
Total	**22**	**1**	**14**

Although we do not provide guidelines for how the franchisees must be organized, our agreements with the franchisees establish certain requirements with respect to the image, size and services of the dealership. In addition, franchisees are required to comply with OEM standards and requirements for service and sales of OEM parts, and in Chile are obligated to offer financing only through our affiliate Amicar. Marketing and advertising strategies are developed by us in conjunction with OEMs and are then rolled out to the dealerships, whether owned or franchised. Therefore, we expect our franchised dealerships to maintain the same standards and customer focus as our own dealerships.

We set annual and monthly binding sales targets for new vehicles as part of the sales plans for each franchised dealership. These targets are determined after consideration of a variety of factors, including our annual sales targets for each OEM, economic and market conditions and historical sales performance. Some of our franchisees provide warranty and non-warranty services for our brands, for which they are required to purchase OEM parts from us.

In general, we have the ability to terminate a franchise agreement at any time with or without notice in the case of any breach of the franchise agreement, including the failure to meet agreed-upon sales objectives. Our franchise agreements with our franchised dealerships in Peru provide for a fifteen day cure period for any breach prior to the termination of these agreements. We believe that the high degree of control provided for in our franchise agreements gives us flexibility to manage our franchised dealership network and respond effectively to market developments.

Our franchisees pay us for each vehicle delivered to them. The prices for vehicles delivered to franchisees are determined by us based on the list price of a vehicle less a rebate to the franchised dealership. The list prices for vehicles sold to franchised dealerships are the same as the list prices for vehicles sold through our owned dealerships. Rebates to franchised dealerships are generally composed of a fixed rebate amount and an incentive rebate amount that is based on the franchise's compliance with sales and marketing targets, image standards, and other metrics that we set on a regular basis.

Most of our franchised dealerships acquire vehicles from us based on "floor plan" financing. "Floor plan" financing allows a franchised dealership to order vehicles from us on a periodic basis. Although vehicles are delivered to the franchised dealership before payment is made, we retain title to the vehicle, the franchised dealership is required to purchase the vehicle from us within 180 days, and interest accrues on the sales price after 30 days. In general, franchised dealers purchase vehicles from us through the "floor plan" when they have a confirmed sale of a vehicle. In certain cases, franchised dealerships may prepay for vehicles.

Heavy Machinery Business

Our heavy machinery business consists primarily of the importation of heavy machinery from foreign OEMs and its subsequent sale or rental to customers, primarily through our owned dealerships. We also provide maintenance and repair services and sell OEM parts for heavy machinery.

We offer a variety of heavy machinery for use in agriculture, construction and industry. We sell all of our brands through 13 dealerships that we own in Chile. Our heavy machinery business accounted for 6.1%, 5.4% and 6.3% of our sales in Chile and 4.2%, 3.7% and 4.0% of our total sales in 2009, 2010 and 2011, respectively. The heavy machinery business accounted for 5.0%, 4.5% and 6.3% of our gross profit in Chile and 3.7%, 3.5% and 4.4% of our total gross profit in 2009, 2010 and 2011, respectively. We did not generate any sales or gross profit from our heavy machinery business in Peru in these years. Sales of heavy machinery represented 66.5%, 70.7% and 75.4% of total heavy machinery sales in Chile and 22.0%, 48.0% and 56.8% of our heavy machinery gross profit in Chile in 2009, 2010 and 2011, respectively. The balance of sales and gross profit for heavy machinery was generated by sales of OEM parts and repair and maintenance services and rentals. All of our heavy machinery sales and rental business is conducted in Chile, although we maintain one heavy machinery dealership in Peru.

<u>Heavy Machinery Supply</u>. As with our vehicles business, our heavy machinery business operates pursuant to importation and distribution agreements that we believe have terms that are customary for the industry. These agreements can be exclusive or non-exclusive, generally have a term of one to two years, and can be terminated by the OEM under certain circumstances such as our failure to comply with minimum purchase requirements, failure to comply with laws or our insolvency or bankruptcy. These

agreements generally provide for the same level of marketing, informational, and competitive standards and restrictions as our importation and distribution agreements with vehicle OEMs. RTC S.A. holds the importation and distribution agreements for Heli heavy equipment in Chile and Peru, and Fortaleza holds the heavy equipment importation and distribution agreements for Jinma in Chile and Peru and for Mahindra and Shantui in Chile. In the case of importation and distribution agreements for which one of our affiliates, rather than Automotores Gildemeister or one of its subsidiaries, is a party, although our affiliate is responsible for placing heavy machinery orders with the OEM, we pay for the heavy machinery and record sales and cost of sales upon our sale of the heavy machinery to a customer. See "*Related Party Transactions*."

The table below shows our principal importation and distribution agreements with heavy machinery OEMs in Chile and Peru:

Country	Manufacturer	Product line	Year of first agreement	Exclusivity rights	Date of last renewal	Expiration date / automatic renewal
Chile	**Airman**	Compressors & Generators	2006	Exclusive	January 1, 2012	Automatic renewal
	CASE	Construction	2002	Not Exclusive	January 2, 2006	Indefinite
	Shantui	Construction	2007	Exclusive(2)	November 3, 2011	Automatic renewal
	Mahindra	Agricultural	2002	Exclusive	November 15, 2009	November 15, 2011(1)
	Kuhn	Agricultural	1997	Not exclusive	June 1, 2011	Automatic renewal
	Jiangsu (Jinma)	Agricultural	2008	Exclusive	November 2, 2011	Automatic renewal for successive periods of two years each if minimum purchases are accomplished
	Heli	Forklifts Trucks	2005	Exclusive	January 1, 2012	December 31, 2014
	Mitsubishi	Forklift Trucks	1988	Not exclusive	January 1, 2011	December 31, 2012(1)
	Marchesan Implementos e Máquinas Agrícolas Tatu S.A. (Civemasa)	Agricultural	2011	Exclusive	December 13, 2011	December 13, 2014
	Merlo Spa	Telescopic Handlers	2011	Exclusive for Agricultural and Forestry Sectors / Not exclusive for Construction and Industrial Sectors	March 11, 2011	March 11, 2014
Peru	**Heli**	Forklifts Trucks	2005	Exclusive	July 30, 2011	Automatic renewal
	Jiangsu (Jinma)	Agricultural	2008	Exclusive	February 28, 2011	Automatic renewal for two years if minimum purchases are accomplished

(1) The renewal of the contract is currently under negotiation.
(2) This contract is subject to an exception to the exclusivity right for construction projects within the distribution territory by a construction company or entity from the People's Republic of China, in which case the distributor has the right to provide the products directly.

As of the date of this Luxembourg listing prospectus, the importation and distribution agreement for heavy machinery for Mahindra and Mitsubishi in Chile had expired and is in the process of renewal. We are currently negotiating the renewal of these agreements with Mahindra and Mitsubishi, and we continue to import and distribute heavy machinery for Mahindra and Mitsubishi on substantially the same terms and conditions as the lapsed agreements. See "*Risk Factors—Risk Factors Related to Our Business—A failure to renew or comply with our agreements entered into with our original equipment manufacturers may adversely affect our results of operations and financial condition.*"

In addition, we had previously entered into an importation and distribution agreement with Deutz, which has since lapsed. Nevertheless, we continue to import and distribute Deutz heavy machinery on substantially the same terms and conditions as the lapsed agreement. In 2011, sales of Deutz represented a *de minimis* amount of total sales (by revenue) and approximately 8.6% of heavy machinery sales (by revenue).

In 2009, 2010 and 2011, sales (by revenue) from our top three heavy machinery OEMs, Case, Kunh and Heli, accounted for approximately 45.5%, 48.2% and 42.3% of our total heavy machinery sales, respectively. Suppliers that individually accounted for more than 52.2% of our total purchases of heavy machinery (by revenue) in 2011 were Case and Kuhn which accounted for 35.0% and 5.6%, respectively.

We generally purchase heavy machinery through letters of credit, which are provided to OEMs and supplier credit. We receive heavy machinery at the San Antonio port facility in Chile and the Callao port facility in Peru. In order to meet customer needs, and because there are fewer changes to heavy machinery models from year to year, we generally maintain inventory of heavy machinery for a longer period than vehicle inventory.

<u>Heavy Machinery Dealerships</u>. We sell heavy machinery primarily through our owned dealership network. Our dealerships generally focus on certain types of equipment, such as agricultural, construction or forklifts, rather than a particular brand. We have also granted a franchise for agricultural equipment in Chillán to extend the reach of our brands.

The following table shows our heavy machinery dealership network in Chile as of September 30, 2012:

	Owned
Iquique	1
Antofagasta	1
Copiapo	1
Calama	1
Coquimbo/La Serena	1
San Fernando	1
RM/Santiago	1
Concepcion	1
Los Angeles	1
Temuco	1
Valdivia	1
Osorno	1
Puerto Mont/Puerto Varas	1
Total	**13**

Our customers for heavy machinery are generally corporations rather than individual customers. We provide financing for heavy machinery for up to 540 days. On these financings we have credit risk; however, we also maintain credit insurance that covers up to 75% of any losses in connection with heavy machinery financing. Non-operating income from heavy machinery financing is *de minimis*.

We also have a small business in the rental of heavy machinery, primarily construction equipment, as well as a business in used heavy machinery from our rental fleet, from time-to-time, traded-in heavy machinery that we receive in connection with a sale. In addition, we provide service for all of the heavy machinery we sell, as well as OEM parts for our brands of heavy machinery. In contrast to our vehicles business, we do not provide any insurance brokerage services in connection with our heavy machinery business.

Third-Party After-Market Accessories

We also sell after-market accessories such as batteries, motor oil and car stereos manufactured by third parties through an arrangement with our affiliate RTC S.A. See "—*Related Party Transactions—Third-Party After-Market Accessories*." We are the only distributor of some of the third-party after-market accessories that we sell; however, in other cases we face competition from other distributors of the same parts in Chile. In addition we sell a number of accessories, such as car batteries and audio equipment under our own "RTC" or "Audiomeister" name brands. Sales of third-party after-market accessories accounted for 3.4% and 2.6% of our sales in Chile and 2.3% and 1.6% of our total sales in 2010 and 2011, respectively. Gross profit from third-party after-market accessories accounted for 3.3% and 2.9% of our gross profit in Chile and 2.5% and 2.0% of our total gross profit in 2010 and 2011, respectively. All of our third-party after-market accessories business is conducted in Chile.

The majority of our sales of third-party after-market accessories are to independent retailers. Therefore, a majority of our sales in this business are wholesale. Selling to independent retailers allows us to increase the scope of our distribution without having to invest heavily in creating retail locations. Through this approach we have become a leading wholesaler of car batteries in Chile. In addition, we also sell third-party after-market accessories directly to customers through two owned after-market part retailers in Santiago which operate under the "RTC" brand. In accordance with our agreements with vehicle OEMs, we are not permitted to sell or use non-OEM after-market accessories that compete with OEM parts in any of our vehicle dealerships.

Competition and Markets

Overview

The markets for our products are highly competitive. The most important factors affecting competition in our business include the following:

- pricing;
- availability of financing;
- marketing capabilities;
- attractiveness and breadth of portfolio of products and services offered; and
- quality of customer services support.

Vehicles Business

We have rights to distribute and to either retail or grant franchises to retail for the brands of cars we sell. We are the only distributor of the brands of vehicles we sell in our territories. In the vehicle sales market, we face competition from the distributors of other vehicles and their owned and franchised dealership networks and independent used vehicle dealerships. We typically rely on advertising and merchandising, sales expertise, service reputation and location of our dealerships to sell new vehicles. Each of our markets includes a number of well-capitalized competitors that have extensive automobile dealership managerial experience and strong retail locations and facilities. We believe that the barriers to entry into the vehicle industry are high, given the limited number of vehicle OEMs and the high capital investments required to become a distributor or retailer.

For used vehicle sales, we compete with other franchised dealers, independent used vehicle dealers, automobile rental agencies, and private parties for supply and resale of used vehicles.

For repair and maintenance service, we compete with independent repair shops; however, our OEM's warranties require that vehicles be serviced by an OEM-authorized dealers and use only OEM parts. We are the only entity in Chile and Peru authorized to perform (or grant franchises to perform) authorized service, and we are the sole distributor of OEM parts in those countries.

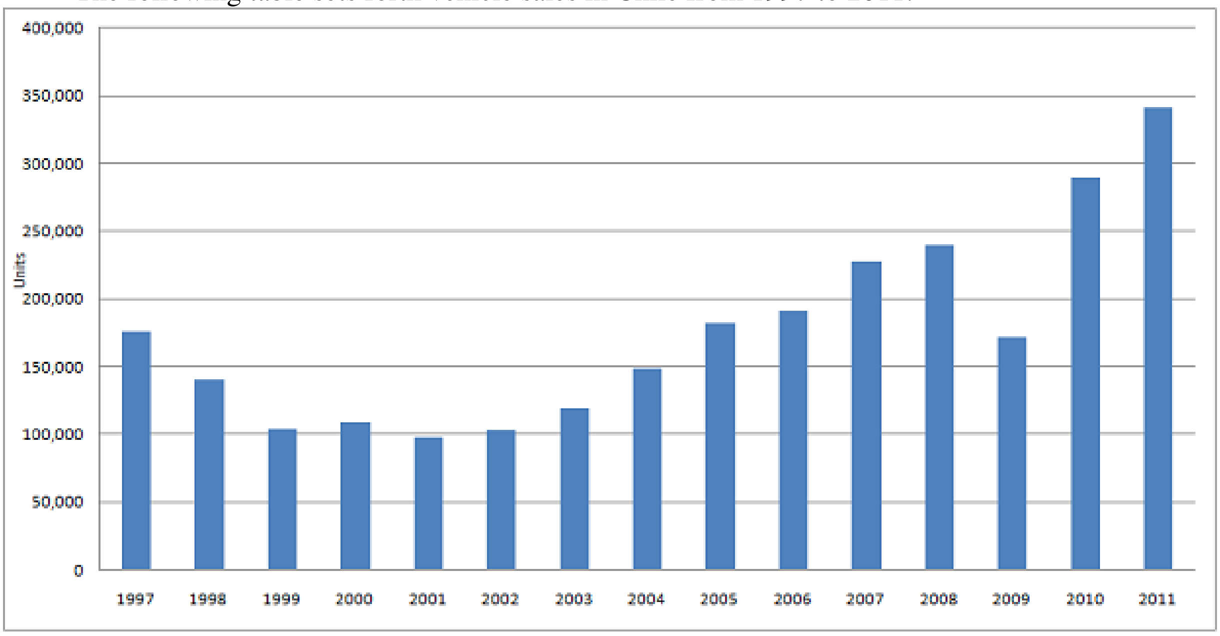
We believe that the principal competitive factors in vehicle sales are the marketing campaigns conducted by distributors such as us and OEMs, the ability of dealerships to offer a wide selection of the most popular vehicles, the location of dealerships and the quality of customer service. As mentioned above, other competitive factors include customer preference for particular brands of automobiles, pricing (including any rebates and promotions) and warranties. We believe that we are competitive in all of these areas.

For financing and insurance brokerage, we do not allow any competing brokers to offer financing or insurance services in our dealerships; however, we compete with other providers of financing or insurance services, such as banks and non-bank finance companies, who may offer services directly to our customers outside of our dealerships.

Chile

Demand for new and used vehicles in Chile has grown significantly since 2001, as Chile has experienced significant economic growth, and customers have acquired more disposable income. We believe that given the relatively low motorization rate in Chile (5.5 persons per vehicle) compared with countries with similar levels of economic development (4.5 persons per vehicle in Argentina, 3.6 persons per vehicle in Mexico), in each case as of 2009, and recent high levels of economic growth, employment and investment in roads infrastructure, there is a strong market for vehicle sales in Chile. In addition, we believe that the prohibition under Chilean law on the importation of used vehicles has contributed to development of the economy car market in Chile.

The following table sets forth vehicle sales in Chile from 1997 to 2011:



Source: ANAC

We are the third-largest vehicle distributor and retailer in Chile, measured by new vehicle sales in 2011. Our passenger and light commercial vehicles market share in Chile was 16.3% in 2009, 13.1% in 2010 and 11.6% in 2011. The decrease in market share from 2009 to 2011 was due primarily to a shortage in inventory of certain Hyundai vehicles, such as the Tucson and Elantra, which in turn was due to higher-than-expected worldwide demand and issues in Hyundai's supply chain. We believe that Hyundai has taken the necessary steps to address the supply shortage, and that we will be able to recover this market share in upcoming years. For the first nine months of 2012, our overall market share increased by 1.1% to 12.7%, mainly as a result of a recovery of the market share of Hyundai vehicles to 10.6% and an expansion of the market share of Mahindra vehicles to 1.3%.

The following table provides a breakdown of passenger and light commercial vehicle market share by group in Chile:

	For the year ended December 31,						For the nine months ended September 30,	
	2009		2010		2011		2012	
Importer	**Sales (Units)**	**% Market Share**	**Sales (Units)**	**% Market Share**	**Sales (Units)**	**% Market Share**	**Sales (Units)**	**% Market Share**
GM Chile	29,745	*17.3%*	49,483	*17.1%*	57,172	*16.8%*	41,620	*16.8%*
Derco	25,941	*15.1%*	43,907	*15.2%*	58,125	*17.1%*	37,147	*15.0%*
Gildemeister	**28,034**	***16.3%***	**37,772**	***13.1%***	**39,528**	***11.6%***	**31,328**	***12.7%***
Grupo Indumotora	21,026	*12.2%*	31,669	*10.9%*	35,384	*10.4%*	28,009	*11.3%*
Grupo SK Berge	16,287	*9.5%*	28,276	*9.8%*	35,401	*10.4%*	27,053	*10.9%*
Marubeni	16,427	*9.5%*	35,494	*12.3%*	41,716	*12.2%*	25,949	*10.5%*
Toyota/Mitsui	13,182	*7.7%*	25,515	*8.8%*	24,530	*7.2%*	19,324	*7.8%*
Maco	3,220	*1.9%*	5,947	*2.1%*	9,399	*2.8%*	7,127	*2.9%*
Ford Chile	4,720	*2.7%*	7,332	*2.5%*	10,221	*3.0%*	6,921	*2.8%*
Peugeot Chile	3,875	*2.3%*	7,264	*2.5%*	8,438	*2.5%*	6,679	*2.7%*
Citroën	2,136	*1.2%*	4,036	*1.4%*	5,085	*1.5%*	3,386	*1.4%*
Kaufmann	1,513	*0.9%*	2,565	*0.9%*	3,156	*0.9%*	2,644	*1.1%*
Cidef / China Car	1,020	*0.6%*	1,355	*0.5%*	2,108	*0.6%*	2,439	*1.0%*
Ditec	1,153	*0.7%*	1,864	*0.6%*	2,808	*0.8%*	2,177	*0.9%*
Honda Chile	1,860	*1.1%*	3,000	*1.0%*	2,552	*0.7%*	2,137	*0.9%*
Inchcape	1,078	*0.6%*	1,969	*0.7%*	2,776	*0.8%*	1,916	*0.8%*
Kovacs	635	*0.4%*	1,311	*0.5%*	2,374	*0.7%*	1,247	*0.5%*
Others	192	*0.1%*	521	*0.2%*	28	*0.0%*	20	*0.0%*
Total	**172,044**	***100.0%***	**289,280**	***100.0%***	**340,801**	***100.0%***	**340,801**	***100.0%***

Source: ANAC

Among passenger and light commercial vehicle sales, Hyundai-brand vehicles occupied the second place among different brands in Chile and represented approximately 10.0% of units sold in 2011 as compared to 11.8% of units sold in 2010. This reduction in market share was the result of the inventory shortage described above.

The following table provides a breakdown of passenger and light commercial vehicle market share by group in Chile:

Brand	For the year ended December 31,						For the nine months ended September 30,	
	2009		2010		2011		2012	
	Sales (Units)	% Units	Sales (Units)	% Units	Sales (Units)	% Units	Sales (Units)	% Units
Chevrolet	29,745	*17.3%*	49,483	*17.1%*	57,172	*16.8%*	*41,239*	*16.7%*
Hyundai*	**25,945**	***15.1%***	**34,122**	***11.8%***	**34,241**	***10.0%***	***26,083***	***10.6%***
Nissan	16,427	*9.5%*	35,494	*12.3%*	41,716	*12.2%*	*25,949*	*10.5%*
Kia	17,184	*10.0%*	25,089	*8.7%*	27,623	*8.1%*	*21,836*	*8.8%*
Toyota	12,130	*7.1%*	24,908	*8.6%*	23,282	*6.8%*	*18,365*	*7.4%*
Suzuki	11,071	*6.4%*	18,659	*6.5%*	21,489	*6.3%*	*13,158*	*5.3%*
Ford	4,720	*2.7%*	7,332	*2.5%*	10,221	*3.0%*	*6,921*	*2.8%*
Peugeot	3,875	*2.3%*	7,264	*2.5%*	8,438	*2.5%*	*6,679*	*2.7%*
Great Wall	2,342	*1.4%*	4,420	*1.5%*	6,637	*1.9%*	*6,128*	*2.5%*
Ssangyong	2,682	*1.6%*	5,011	*1.7%*	7,823	*2.3%*	*6,098*	*2.5%*
Mitsubishi	5,217	*3.0%*	7,677	*2.7%*	9,139	*2.7%*	*5,986*	*2.4%*
Grupo Chrysler	4,235	*2.5%*	7,011	*2.4%*	8,803	*2.6%*	*5,981*	*2.4%*
Mazda	5,362	*3.1%*	8,434	*2.9%*	10,001	*2.9%*	*5,232*	*2.1%*
Volkswagen	2,102	*1.2%*	4,113	*1.4%*	7,110	*2.1%*	*5,020*	*2.0%*
Renault Samsung	2,823	*1.6%*	6,220	*2.2%*	8,914	*2.6%*	*4,178*	*1.7%*
Chery	2,067	*1.2%*	3,643	*1.3%*	4,270	*1.3%*	*4,034*	*1.6%*
Citroën	2,136	*1.2%*	4,036	*1.4%*	5,085	*1.5%*	*3,386*	*1.4%*
Mahindra*	**1,299**	***0.8%***	**2,438**	***0.8%***	**3,815**	***1.1%***	***3,280***	***1.3%***
Fiat	1,734	*1.0%*	3,756	*1.3%*	3,628	*1.1%*	*3,246*	*1.3%*
Jac	408	*0.2%*	1,930	*0.7%*	3,393	*1.0%*	*3,006*	*1.2%*
Subaru	3,071	*1.8%*	4,409	*1.5%*	3,221	*0.9%*	*2,955*	*1.2%*
Renault	2,012	*1.2%*	2,247	*0.8%*	4,517%	*1.3%*	*2,659*	*1.1%*
Others	13,457	*7.8%*	21,584	*7.5%*	30,263	*8.9%*	*25,702*	*8.9%*
Total	**172,044**	***100.0%***	**289,280**	***100.0%***	**340,801**	***100.0%***	**247,123**	***100.0%***

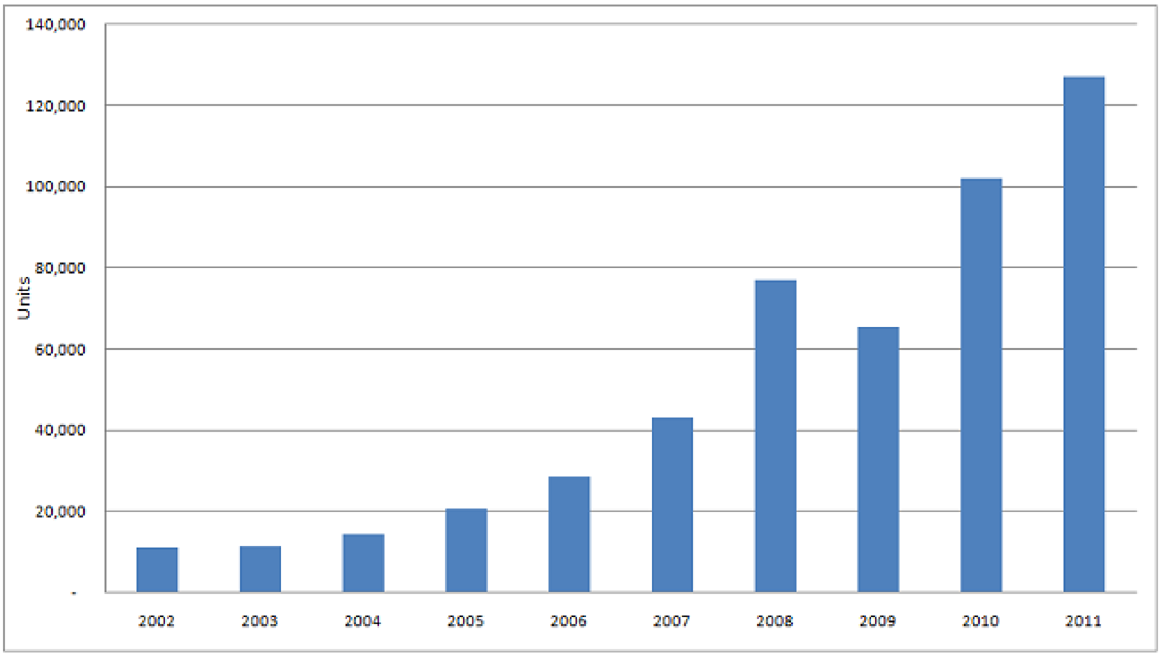
*Indicates brands sold by Gildemeister.
Source: ANAC

Peru

As in Chile, rising prosperity in Peru has resulted in an increased demand for new vehicles since 2001. In Peru, the motorization rate was 16.5 persons per vehicle, compared with 4.5 persons per vehicle in Argentina and 3.6 persons per vehicle in Mexico, in each case as of 2009.

In Peru, unlike in Chile, the importation of used vehicles for sale is allowed and represents a significant source of competition in the market for economy vehicles. However, the government has recently introduced new restrictions on imports of used vehicles and strengthened existing restrictions. These restrictions include controls on the year of manufacture, engine size and CO2 emissions. We believe that the increased restrictions on the importation of used vehicles has contributed to the growth of the new vehicle market in Peru.

The following chart shows vehicle sales in Peru from 2002 to 2011:



Source: AAP

We are the second-largest group in Peru as measured by new vehicle sales in 2011. During 2010, our passenger and light commercial market share in Peru decreased as compared to 2009 due to a shortage in the inventories of certain Hyundai vehicles, such as the Accent and H-100, which resulted from the higher than expected worldwide demand for these vehicles, as well as issues in Hyundai's supply chain. From 2010 to 2011, market share increased from 16.1% to 16.8% and continued to increase to 17.0% during the first nine months of 2012. This increase from 2010 to 2012 is attributable to an increase in sales of nearly all the brands in our portfolio, led primarily by Hyundai with a replenished inventory and Ford with better product allocation, as well as to new brands, such as Haima and Zotye, which allowed us to offset our prior decrease in market share that resulted after the sale of our distribution rights for Mazda products in January 2011.

The following table provides a breakdown of passenger and light commercial vehicle market share by group in Peru:

Importer	For the year ended December 31,						For the nine months ended September 30,	
	2009		2010		2011		2012	
	Sales (Units)	% Units	Sales (Units)	% Units	Sales (Units)	% Units	Sales (Units)	% Units
Toyota	16,201	*24.8%*	26,449	*25.9%*	24,698	*19.4%*	24,694	*20.5%*
Gildemeister	**10,740**	***16.4%***	**16,421**	***16.1%***	**21,437**	***16.8%***	**20,531**	***17.0%***
SK Berge	7,482	*11.4%*	11,812	*11.6%*	15,734	*12.4%*	16,020	*13.3%*
Nissan Maquinarias	8,426	*12.9%*	12,350	*12.1%*	16,190	*12.7%*	14,322	*11.9%*
Derco	7,258	*11.1%*	10,327	*10.1%*	13,411	*10.5%*	12,591	*10.4%*
GM Peru	3,680	*5.6%*	7,202	*7.0%*	13,035	*10.2%*	12,398	*10.3%*
Euromotors	4,010	*6.1%*	6,049	*5.9%*	8,470	*6.7%*	7,452	*6.2%*
Divemotors	1,132	*1.7%*	2,032	*2.0%*	2,635	*2.1%*	2,498	*2.1%*
MC Autos	1,617	*2.5%*	2,032	*2.0%*	2,361	*1.9%*	1,758	*1.5%*
Indumotora	1,150	*1.8%*	1,875	*1.8%*	2,111	*1.7%*	1,589	*1.3%*

Honda	1,868	*2.9%*	2,200	*2.2%*	1,432	*1.1%*	1,444	*1.2%*
Others	1,860	*2.8%*	3,415	*3.3%*	5,724	*4.5%*	5,312	*4.4%*
Total	**65,424**	***100.0%***	**102,164**	***100.0%***	**127,238**	***100.0%***	**120,609**	***100.0%***

Source: AAP

Among passenger and light commercial vehicles, our sales of Hyundai occupy the second place among the different brands in Peru and represent approximately 13.0%, 12.8%, and 13.9% of vehicles sold in 2009, 2010 and 2011, respectively.

	For the year ended December 31,						**For the nine months ended September 30,**	
	2009		**2010**		**2011**		**2012**	
Brand	**Sales (Units)**	***%* Units**	**Sales (Units)**	***%* Units**	**Sales (Units)**	***%* Units**	**Sales (Units)**	***%* Units**
Toyota	16,201	*24.8%*	26,449	*25.9%*	24,438	*19.2%*	*24,204*	*20.0%*
Hyundai*	**8,473**	***13.0%***	**13,051**	***12.8%***	**17,738**	***13.9%***	***17,474***	***14.5%***
Kia	5,856	9.0%	9,790	*9.6%*	13,404	*10.5%*	*14,114*	*11.7%*
Chevrolet	3,680	*5.6%*	7,202	*7.0%*	13,035	*10.2%*	*12,398*	*10.3%*
Nissan	7,673	*11.7%*	11,127	*10.9%*	13,140	*10.3%*	*11,937*	*9.9%*
Suzuki	5,443	8.3%	6,596	*6.5%*	6,826	*5.4%*	*5,958*	*4.9%*
Volkswagen	2,672	*4.1%*	4,503	*4.4%*	6,360	*5.0%*	*4,994*	*4.1%*
Renault	753	1.2%	1,223	*1.2%*	3,050	*2.4%*	*2,385*	*2.0%*
Mitsubishi	1,617	2.5%	2,032	*2.0%*	2,361	*1.9%*	*1,758*	*1.5%*
Greatwall	499	0.8%	949	*0.9%*	1,782	*1.4%*	*1,738*	*1.4%*
Honda	1,868	*2.9%*	2,200	*2.2%*	1,432	*1.1%*	*1,444*	*1.2%*
Chery	1,095	*1.7%*	1,206	*1.2%*	1,800	*1.4%*	*1,379*	*1.1%*
Jac	300	*0.5%*	1,346	*1.3%*	2,003	*1.6%*	*1,356*	*1.1%*
Others	9,294	14.2%	14,490	*14.2%*	19,869	*15.6%*	*19,470*	*16.1%*
Total	**65,424**	***100.0%***	**102,164**	***100.0%***	**127,238**	***100.0%***	**120,609**	***100.0%***

*Indicates brands sold by Gildemeister.
***Source:* AAP**

Among commercial vehicle sales, our sales of Hyundai occupy the top position among the different brands in Peru and represented approximately 12.2%, 13.0% and 11.5% of commercial vehicles sold in 2009, 2010 and 2011, respectively.

Brand	For the year ended December 31,						For the nine months ended September 30,	
	2009		2010		2011		2012	
	Sales (Units)	% Units	Sales (Units)	% Units	Sales (Units)	% Units	Sales (Units)	% Units
Hyundai*	**1,407**	***12.2%***	**2,427**	***13.0%***	**2,628**	***11.5%***	**1,740**	***9.3%***
Volvo	712	*6.2%*	1,360	*7.3%*	2,083	*9.1%*	1,681	*9.0%*
International	512	*4.4%*	882	*4.7%*	1,522	*6.7%*	1,412	*7.5%*
Jac	783	*6.8%*	1,138	*6.1%*	1,529	*6.7%*	1,349	*7.2%*
Mercedes Benz	818	7.1%	1,258	6.8%	1,371	*6.0%*	1,137	*6.1%*
Hino	914	7.9%	1,406	7.5%	1,045	*4.6%*	1,101	*5.9%*
Mitsubishi	1,207	*10.5%*	1,719	*9.2%*	1,696	*7.4%*	1,059	*5.6%*
Isuzu	52	*0.5%*	662	*3.6%*	1,090	*4.8%*	989	*5.3%*
Volkswagen	856	7.4%	1,155	6.2%	1,271	*5.6%*	958	*5.1%*
Dongfeng	372	3.2%	854	4.6%	943	*4.1%*	837	*4.5%*
Scania	227	2.0%	613	3.3%	734	*3.2%*	443	*2.4%*
Others	3,648	*31.7%*	5,162	*27.7%*	6,887	*30.2%*	6,071	*32.3%*
Total	**11,508**	***100.0%***	**18,636**	***100.0%***	**22,799**	***100.0%***	**18,777**	***100.0%***

*Indicates brands sold by Gildemeister.
Source: AAP

Heavy Machinery Business

We compete in the heavy machinery market primarily in Chile, and we maintain a Heli forklift dealership in Peru. In the heavy machinery market, we face less competition from distributors of other brands of equipment due to greater consolidation in the industry, but we face more direct competition from alternative sources such as heavy machinery rental locations and used heavy machinery sales.

Third-Party After-Market Accessories

In the third-party after-market accessories market, we face competition primarily from independent parts dealers, and, in the case of our two owned retail stores, independent parts retailers. In general, the barriers to entry in the third-party after-market accessories market are low, and as a result, the market is heavily dispersed among a large number of independently owned and operated distributors (in the case of distribution) and parts stores (in the case of retail).

Employees

The following table shows the breakdown of our full-time employees for the years ended December 31, 2009, 2010 and 2011 and for the nine months ended September 30, 2012.

	As of December 31,			As of September 30,
	2009	2010	2011	2012
Chile	1,126	1,322	1,546	1,667
Peru	506	628	714	947
Total employees	1,632	1,950	2,260	2,614

None of our employees are unionized. We link compensation for most of our employees to performance by relying on an incentive-based pay system. The amount and number of metrics impacting an employee's salary depend on the employee's role within the company. For instance, we compensate our dealership managers based on dealership profitability, while our departmental managers and sales people are similarly compensated based on departmental profitability and individual performance.

Variable compensation for administrative employees is based on overall group performance. Similarly, compensation for other employees is also comprised of a fixed component and a variable component which is tied to specific performance metrics applicable to the employee's specific job description. We have not experienced any significant work stoppages in the last ten years and consider our relations with employees to be good.

Legal Proceedings

We are subject to certain claims and are a party to certain legal proceedings incidental to the normal course of our business. We do not believe that liabilities related to such claims and proceedings are likely to have, in the aggregate, a material adverse effect on our financial condition or results of operations.

Description of Property

Our headquarters are located at 570 Avenida Américo Vespucio, Pudahuel, Santiago, Chile. Our main offices and showroom are approximately 6,247 square meters in area and are owned by us.

We both lease and own the retail space used by our dealerships. We select the retail space used by our dealerships based upon various considerations, including our desire to convey a uniform corporate image and the need for total sales and warehouse areas sufficient to accommodate our increasing number of product lines and services and merchandise volumes.

As of December 31, 2011, we owned 50.9% of our real property and leased 49.1% from third parties.

As of December 31, 2010, we owned 51.6% of our real property and leased 48.4% from third parties.

As of December 31, 2009, we owned 54.3% of our real property and leased 45.7% from third parties.

As of December 31, 2009, 2010 and 2011, we had more than 59, 79 and 103 short- and long-term lease agreements in place, respectively. Leased properties are used primarily for our dealerships and as office space and warehouse facilities. As of December 31, 2009, 2010 and 2011, our total rental expense amounted to Ch$5,398.9 million, Ch$5,721.7 million and Ch$7,072.1 million, respectively.

Environmental Matters

We are subject to a wide range of Chilean, Peruvian and Brazilian environmental laws and regulations, including those governing discharges into the air and water, the operation and removal of aboveground and underground storage tanks, the use, handling, storage and disposal of hazardous substances and other materials and the investigation and remediation of contamination. As with automotive dealerships generally, and service, parts and body shop operations in particular, our business involves the generation, use, handling and contracting for recycling or disposal of hazardous or toxic substances or wastes, including environmentally sensitive materials such as motor oil, waste motor oil and filters, transmission fluid, antifreeze, refrigerant, waste paint and lacquer thinner, batteries, solvents, lubricants, degreasing agents, gasoline and diesel fuels. Similar to many of our competitors, we have incurred and will continue to incur, capital and operating expenditures and other costs in complying with such laws and regulations.

We believe that we do not have any material environmental liabilities and that compliance with environmental laws and regulations will not, individually or in the aggregate, have a material adverse effect on our results of operations or financial condition. Further, environmental laws and regulations are complex and subject to change. In addition, in connection with our acquisitions, it is possible that we will assume or become subject to new or unforeseen environmental costs or liabilities, some of which may be material. Compliance with current, amended, new or more stringent laws or regulations, stricter interpretations of existing laws or the future discovery of environmental conditions could require additional expenditures by us and such expenditures could be material.

Insurance

Due to the nature of the automotive retail industry and the large inventory maintained by dealerships, automotive retail dealerships generally require significant levels of insurance covering a broad variety of risks.

The business is subject to substantial risk of property loss due to the significant concentration of property values at dealership locations. Other potential liabilities arising out of our operations involve claims of employees, customers or third parties for personal injury or property damage and potential fines and penalties in connection with alleged violations of regulatory requirements.

In Chile, Peru and Brazil, we maintain insurance coverage for our fixed assets and inventory. In addition we maintain "all risk" insurance on our vehicles during transportation from the OEM up to the dealership.

REGULATIONS

In Chile the automobile industry is not regulated by industry specific laws or regulations. We refer to the main laws and regulations applicable to our business.

General Contractual Rules

The relationship between us and our franchised dealers is regulated by the terms and conditions provided in the agreements entered into between the relevant parties, and in addition by general contractual rules contained in the Civil Code and the Commercial Code. According to these regulations we may freely agree the terms and conditions of our distribution or franchises agreements.

Antitrust Regulations

We are subject to the antitrust regulations of the Decree Law N°211 (the "Free Competition Law"), according to which, we cannot execute or enter into any act, agreement or contract, either individually or collectively, that hinders, restricts or impedes free competition, or which tends to produce such effects.

The National Economic Prosecutor (*Fiscalía Nacional Económica*) is the entity that investigates any acts or circumstances that may breach the Free Competition Law, whether at the request of any person or ex-officio. Once an investigation is completed, if the National Economic Prosecutor considers that the relevant acts or circumstances breach the Free Competition Law, it may decide to present charges before the Free Competition Tribunal, which is the competent entity to decide if there is an infringement to the Free Competition Law. If we breach the Free Competition Law, the antitrust authorities may order the payment of fines provided for in the law and/or the implement preventive, corrective or restrictive measures with regard to the acts, agreements or contracts.

Consumer Regulations

The relationship between us and our clients is regulated by Law N° 19.496 that establishes the rules for the protection of the consumers' rights (the "Consumers Law"). The Consumers Law establishes consumers' rights and duties and the obligations and responsibilities applicable to suppliers of goods or services. The National Consumer's Service (*Servicio Nacional del Consumidor or* "SERNAC") is an independent governmental entity in charge of the protection and the promotion of consumers' rights. Consumers that consider that their rights were affected or hindered by a supplier of goods or services may file a report with the SERNAC, who will mediate between the consumer and the supplier to reach a binding solution. The consumers may also sue the supplier before a court of law (*Juzgado de Policía Local*) to seek reparation or compensation of damages.

Characteristics of vehicles

The vehicles sold in Chile must comply with emission regulations as provided in Decree N°211 of 1991 and the security regulations provided in Decree N°26 of 2000, both of the Ministry of Transportation. Vehicles that do not meet the requirements set forth in the above decrees cannot be registered with the National Registry of Motor Vehicles and, consequently, cannot circulate in Chile. In order to be registered, vehicles must have a label attached that indicates compliance with the standards listed in Decree N°211 and indicating the place and method of testing. This label needs to be affixed by the manufacturer of the vehicles or its legal representative.

Customs duties / Free Trade Agreements

According to Chilean trade regulations, the general rule is that the importation of vehicles is subject to an ad-valorem customs duty of 6%. However, Gildemeister benefits from free trade agreements or commercial agreements between Chile and the following countries: United States of America, Japan, Colombia, Mexico, China, Korea, European Union and Mercosur. The main benefit of these agreements is that the customs duty for imports of new vehicles, spare parts, batteries and other accessories, is equal to zero or other reduced percentages, depending on the type of product, such as: (i) 3.5% for machinery spare parts imported from Brazil; (ii) 3% for machinery spare parts imported from China; (iii) 1.5% for vehicles spare parts imported from China; (iii) 1.5% for vehicle spare parts imported from Korea; (iv) 1.64% for Diesel vehicles (motors up to 1.5cc) imported from Korea; and (v) 4.8% for vehicles (motors up to 1cc) imported from India.

MANAGEMENT

Board of Directors

Our Board of Directors oversees our policies and operations. Our current Board of Directors is composed of three members.

The members of our Board of Directors are:

Name	Age	Position	Director Since
Ricardo Lessmann	61	President	1989
Bruno Puntous	43	Director	2005
Hans Dieter Baumann	77	Director	1989

Ricardo Lessmann. Mr. Lessmann was appointed as our director in 1989. Mr. Lessmann was one of the founding members of Automotores Gildemeister S.A., and since 1991, he has also served as President and CEO of the Company. Prior to founding Automotores Gildemeister S.A., Mr. Lessmann served as commercial and general manager with different automotive and machinery distribution and retail companies. Mr. Lessmann also currently serves as a member of the board of directors of other subsidiaries of our parent company, Minvest, and a number of foundations. Mr. Lessmann has a degree in Business Administration from the Universidad Católica de Chile.

Hans Dieter Baumann. Mr. Baumann was appointed director in 1989. From 1979 to 1993 he was president and CEO of Gildemeister SAC, and previously served for more than 22 years in commercial and general management roles with Coutinho, Caro & Co and Dolberg & Cia S.A. in Germany, Africa and South America. Mr. Baumann also currently serves as a member of the board of directors of other subsidiaries of our parent company, Minvest. Mr. Baumann has a degree from the Hamburg School of Business.

Bruno Puntous. Mr. Puntous was appointed director in 2005. He has a degree in Industrial Design from the School of Art in Toulouse, France and postgraduate degrees in Mathematics & Science and Business. Mr. Puntous founded his own design company in 1998 and is currently President and CEO of a mineral water bottling company (Patagonia Mineral S.A), executive director of a furniture design company (Mondo) and executive director of an agriculture company.

Executive Officers and Key Management

The Company's executive officers and key management are:

Name	Age	Position	Year Appointed
Ricardo Lessmann	61	President and Chief Executive Officer	1991
Eduardo Moyano	47	Chief Financial Officer	2004
Eduard Roosli	48	General Manager – Brazil	2012

Name	Age	Position	Year Appointed
Fernando Giner	43	Vice President of Commercial Operations	2002
Valentin Schwartz	41	Vice President Controller	2008
Maximo Morel	44	Vice President of Marketing	2008
Pedro Arteaga	45	Vice President of Human Resources	2005
Abel Garcia-Huidobro	48	Vice President of Retail Operations	2008
Luis Millas	45	Vice President of Internal Audit	2011
Gonzalo Zuñiga	49	Country Manager for Peru	2007
Juan Pablo Troncoso	50	Manager - Heavy Machinery Division	2010
Gonzalo de la Barra	47	Manager - Premium Brands Division	2010
Ignacio Nualart	36	Business Development Manager	2012

Ricardo Lessmann. Mr. Lessmann was appointed as our director in 1989. Mr. Lessmann was one of the founding members of Automotores Gildemeister S.A., and since 1991, he has also served as President and CEO of the Company. Prior to founding Automotores Gildemeister S.A., Mr. Lessmann served as commercial and general manager with different automotive and machinery distribution and retail companies. Mr. Lessmann also currently serves as a member of the board of directors of other subsidiaries of our parent company, Minvest, and a number of foundations. Mr. Lessmann has a degree in Business Administration from the Universidad Católica de Chile.

Eduardo Moyano. Mr. Moyano was named our Chief Financial Officer in 2004. Mr. Moyano has a degree in economics from the Pontificia Universidad Católica de Chile. Previously, Mr. Moyano worked in banking for 15 years with Chase Manhattan and American Express in Chile and the United States. Since 2007, Mr. Moyano has served as a member of the board of directors of several other subsidiaries of our parent company, Minvest.

Eduard Roosli. Mr. Roosli was named General Manager of Bramont, our Brazilian subsidiary, in 2012. Mr. Roosli has a degree in economics, law, and business administration from the University of St. Gallen in Switzerland and has 22 years of experience managing multinationals, including Xerox, Océ North America and Spectrum Brands.

Fernando Giner. Mr. Giner was named Vice President of Commercial Operations in 2002. Mr. Giner has a degree in business administration from the Universidad Gabriela Mistral and a MBA from the ESADE School of Business. Prior to joining Gildemeister, Mr. Giner served in several capacities including Commercial Director of a fashion group and a hotel group.

Valentin Schwartz. Mr. Schwartz was named Vice President Controller of Gildemeister in 2008. Mr. Schwartz has a degree in business administration from the Universidad Adolfo Ibañez. Prior to joining Gildemeister, Mr. Schwartz served in several capacities including Chief Financial Officer for many different companies.

Maximo Morel. Mr. Morel has been our Vice President of Marketing since 2008. Mr. Morel has a degree in civil engineering from the Universidad de Chile and has almost 20 years of experience in marketing. Previously, Mr. Morel worked in marketing for finance and retail companies such as MasterCard, Mattel and Almancenes Paris.

Pedro Arteaga. Mr. Arteaga has been Vice President of Human Resources for Gildemeister since 2005. Mr. Arteaga has a degree in psychology from the Universidad Diego Portales and a postgraduate diploma in Human Resources Administration from the Universidad Católica de Chile. Mr. Arteaga has over 20 years of experience in Human Resources Management at multinational companies.

Abel Garcia-Huidobro. Mr. Garcia-Huidobro has been our Vice President of Retail Operations since 2008. Mr. Garcia-Huidobro is a naval engineer and has an MBA from the Universidad Adolfo Ibañez. Prior to joining Gildemeister, Mr. Garcia-Huidobro held several commercial, operational and customer service positions for Telecomunicaciones VTR, Telefonica and LAN.

Luis Millas. Mr. Millas was appointed Vice President of Internal Audit in August 2011. He has a degree in Business Administration from the Universidad Gabriela Mistral. Previously, Mr. Millas held several internal audit, treasury risk and credit risk analyst positions at Banco de Chile, including head of the bank's internal audit and operational risk department from 2006 - 2011.

Gonzalo Zuñiga. Mr. Zuñiga has been Gildemeister's Country Manager for Peru since 2007. Mr. Zuñiga has a degree in economics from the Universidad Católica del Perú and an MBA from ESAN Perú. Mr. Zuñiga has over 25 years of experience, including 15 years serving in commercial manager positions in the automotive industry.

Juan Pablo Troncoso. Mr. Troncoso has been Manager of the Heavy Machinery Division since 2010. He has a degree in civil mining engineering from the Universidad de Chile, an MBA from Tulane University and a Masters in Administration from the Universidad de Chile. Mr. Troncoso has 15 years of experience as a manager of commercial operations. Prior to joining Gildemeister, Mr. Troncoso worked at MINEPRO Chile.

Gonzalo De la Barra. Mr. De la Barra has been Manager of the Premium Brands Division since 2010. He has a degree in marketing and business development from the Escuela de Comunicaciones Monica Herrera and a postgraduate degree in business from the Universidad de Chile. He has over 20 years of work experience, including 18 years serving in marketing, commercial and general manager positions in the automotive industry.

Ignacio Nualart. Mr. Nualart has been with Gildemeister since 2011 and has been our Business Development Manager since 2012. He has a degree in commercial engineering from Universidad Gabriela Mistral and an MBA from the Universidad de Buenos Aires. Mr. Nualart has ten years of experience in commercial operations as well as the retail, import, export, marketing, and advertising industries.

The address for each of the members of our board of directors and our executive officers is 570 Avenida Américo Vespucio, Pudahuel, Santiago, Chile.

Compensation

We do not provide compensation to our Board of Directors for their service on our Board. For the year ended December 31, 2011 the aggregate amount of compensation paid by us to all of our executive officers and key management was Ch$2,885.5 million.

Employees

As of September 30, 2012, on a consolidated basis, we and our subsidiaries had 2,614 employees. As of December 31, 2011, on a consolidated basis, we and our subsidiaries had 2,260 employees, compared to 1,950 employees as of December 31, 2010. As of December 31, 2009, on a consolidated basis, we and our subsidiaries had 1,632 employees.

The aggregate amount of compensation paid by us to our employees in 2011 was Ch$43,612.2 million.

We currently enjoy good relations with our employees. The following table summarizes the number of employees employed by as of December 31, 2009, 2010 and 2011 and September 30, 2012:

	As of December 31,			As of September 30,
	2009	2010	2011	2012
Management	53	57	71	83
Sales	576	692	689	846
After-Sales	553	640	757	856
Administrative	450	561	743	829
Total employees	1,632	1,950	2,260	2,614

PRINCIPAL SHAREHOLDERS

Our capital stock is represented by 138,000 shares. All shares are issued and outstanding and have no par value. 99.999% of our capital stock is owned by Minvest S.A., a *sociedad anónima* organized under the laws of Chile, and 0.001% of our capital stock is owned by Inmobiliaria Automotores Gildemeister S.A.

The shareholders of Minvest S.A. have entered into a shareholders agreement that governs, among other matters, our Board of Directors and CEO. According to the shareholders agreement, the shareholders of Minvest will cause Ricardo Lessmann to be our CEO, and have agreed that any vote by the board of Automotores Gildemeister to approve certain matters, including related party transactions, investment plans, business plans, and granting of liens will require the affirmative vote of three directors. The shareholders agreement provides that approval of our annual budget, debt levels or the acquisition of new brands will require the vote of two directors.

The following table sets forth certain information regarding the current ownership of the capital stock of Minvest S.A. as of the date of this Luxembourg listing prospectus:

Name of Shareholder	Number of Shares Owned	Percentage Share Ownership
Ricardo Lessmann(1)	1,209,816	30.43%
Puntous family(2)	1,785,918	44.93%
Hans D. Baumann(3)	979,375	24.64%
Total	**3,975,109**	**100.00%**

(1) Directly and indirectly through Inversiones Millacan S.A. and Inversiones Millacan Tres S.A.
(2) Indirectly through Sociedad de Inversiones Estonia S.A. and Sociedad de Inversiones Estonia Tres S.A.
(3) Indirectly through Orania Tres S.A.

RELATED PARTY TRANSACTIONS

We have engaged, and in the future may engage, in transactions with our shareholders and companies affiliated with our shareholders. We do not have any requirement that transactions with our shareholders and companies affiliated with our shareholders be approved by our board of directors or that we receive a fairness opinion in respect of such transactions. Many of these transactions are not documented, and in most cases, may be terminated by our affiliates or by us at will.

The following table sets forth our related party transactions that resulted in a charge or credit to our income in our financial statements for the years ended December 31, 2009, 2010 and 2011 and for the nine months ended September 30, 2012:

		(Charge) credit to income, net			
		Year ended December 31,			Nine months ended September 30,
Entity	Relationship	2009	2010	2011	2012[(1)]
		(in millions of Ch$)			
Carmeister S.A.	Shareholders in common	(664.8)	(823.8)	(417.3)	(423.7)
Inmobiliaria Automotores Gildemeister S.A.	Shareholders in common	(1,069.5)	(1,363.0)	(1,382.1)	1,050.1
RTC S.A.	Shareholders in common	2,490.6	3,710.9	3,453.9	2,971.8
Fortaleza S.A.	Shareholders in common	212.1	-	-	-
Maquinaria Nacional S.A.	Shareholders in common	15.2	4.9	-	-
Open Road S.A.	Shareholders in common	75.1	-	0.5	-
Finmeister S.A.	Shareholders in common	(34.6)	0.2	0.1	0.1
Minvest S.A.	Parent company	(1,740.1)	-	227.5	480
Sociedad de Créditos Automotrices S.A.	Shareholders in common	71.2	2,333.3	3,893.4	3,532.9
Automotores Motor Haus S.A.(ex Camur S.A.)	Shareholders in common	-	0.7	18	56.6
Comercial Gildemeister S.A.	Shareholders in common	-	-	(4.4)	3.4
Marc Leasing S.A.	Shareholders in common	-	-	-	-
Grupo Los Tres Guatemala S.A.	Shareholders in common	-	-	8.7	42
Bramont Montadora Industrial e Comercial de Veículos S.A.	Shareholders in common	-	-	-	2,239.3
Camur S.A.	Shareholders in common	-	-	-	0.3

(1) Unaudited.

New Vehicle and OEM Parts Sales in Chile and Sales of Heavy machinery

Our affiliates are the counterparties to the following vehicle and OEM parts importation and distribution agreements in Chile:

Affiliate	Brands
Fortaleza	Mahindra
	Haima
	Zotye
	Jinbei (Brilliance)
	Yuejin
	Sinotruk
	Keeway Motorcycles
	Yutong Group
	Huachen
Comercial GSA	Mini

In addition our affiliates are the counterparties to the following heavy machinery and OEM parts importation and distribution agreements:

Affiliate	Brands
Fortaleza	Mahindra
	Jiangsu (Jinma)
	Shantui
RTC	Heli

Since April 2009, we have conducted the activities of these affiliates and in connection with these activities, each of these affiliates has effectively empowered us, on a royalty-free basis, to import and distribute the above-mentioned brands which such affiliate is entitled to distribute in accordance with their importation and distribution agreements. In implementing this arrangement, we request that our affiliate place a purchase order with the relevant OEM. The OEM typically issues the invoice naming our affiliate as the purchaser. However, we provide a letter of credit to support the purchases, and the bill of lading names us as the recipient/buyer of the vehicles and/or parts. Prior to receipt of the vehicles, heavy machinery and/or parts in Chile (or Peru, in the case of Heli), our affiliate endorses the purchase order and any other relevant documentation to us. These transactions do not generate a financial transaction and therefore are not recorded as related party transactions in our financial statements. Revenue from the subsequent sale of the vehicles and/or parts is recorded as sales, and the cost of importing these products is recorded under cost of sales in our income statement. See *"Risk Factors—Risk Factors Related to Our Business—Certain of our products and services are dependent upon contracts that are held by our affiliates."*

In 2009, we purchased most of the inventory of new vehicles and OEM parts then held by Fortaleza. These transactions were recorded as related party transactions in our financial statements and did not impact our income statement as they only correspond to purchase or sale of inventory; however, the cost at which this inventory was acquired was recorded as cost of sales when revenue from the sale of the inventory was recognized. In 2009, Comercial GSA was granted the rights to import and distribute the Mini brand (part of the BMW Group), and all acquisition of Mini inventory has been through procedures similar to those for Fortaleza.

We sell under the trade name "Fortaleza" the above-mentioned brands for which Fortaleza S.A. has importation and distribution agreements, and we sell under the trade name "Comercial Gildemeister" Mini vehicles and OEM parts, for which Comercial GSA has an importation and distribution agreement. Each of Fortaleza and Comercial GSA has effectively granted us a royalty-free license to use their trade names. These arrangements do not generate any financial transactions and therefore are not recorded as related party transactions in our financial statements.

In addition, from time to time we enter into the following transactions with Fortaleza:

- We occasionally choose to register Fortaleza as the owner of certain vehicles and for this purpose, we sell inventory to Fortaleza at cost and Fortaleza then sells the inventory back to us at cost at the time the inventory is sold to the consumer. These sales and re-purchases are recorded as related party transactions in our financial statements; and Fortaleza does not retain any profit as a result of these transactions; however, we record revenue from the sale of this inventory and cost of sales when we repurchase and subsequently recognize revenue from the sale of this inventory.

- As of the date of this Luxembourg listing prospectus, we have not registered with *Chile Compra* (a Chilean government procurement agency). As a result, when we bid for contracts and participate in sales that are managed by *Chile Compra*, Fortaleza conducts the transactions on our behalf by purchasing inventory from us at the price paid by *Chile Compra*. These transactions are recorded as related party transactions in our financial statements and Fortaleza does not retain any profit as a result of these transactions; however, we record revenue from the sale of this inventory and cost of sales when we repurchase and subsequently recognize revenue from the sale of this inventory.

We have also, from time to time, provided loans to Fortaleza, and we have significant accounts receivable balances from Fortaleza. These transactions are recorded as related party transactions in our financial statements.

Third-Party After-Market Accessories Sales in Chile

Our affiliate RTC S.A. is party to agreements for the importation and distribution of the third-party after-market accessories sold in our after-market accessories business. Since April 2009, RTC S.A. has effectively empowered us, on a royalty-free basis, to import and distribute these after-market accessories in Santiago. RTC S.A. records all revenue and income from the sale of third-party after-market accessories sold in Iquique. In order to implement this arrangement, we request that our affiliate place a purchase order with the relevant OEM. In certain cases, RTC S.A. is named as the purchaser on the invoice; in other cases, we are named as the purchaser. However, we provide a letter of credit to support the purchases, and the bill of lading for the after-market products names us as the recipient of the products. Prior to receipt of the products in Chile, RTC S.A. endorses the purchase order (in the case of purchase orders made out to RTC S.A.) and any other relevant documentation to us. The cost of these after-market products is recorded as cost of sales in our income statement. Because the right to import and distribute these products is being provided on a royalty-free basis, these transactions are not recorded as related party transactions in our financial statements.

Once the after-market products are received, we consign them to RTC S.A., who sells them on our behalf. We then bill RTC S.A. separately for the cost of the after-market products sold, as well as the entire profit margin on the after-market product. When RTC S.A. pays us for the cost of and profit margin on the after-market products sold, we record this income as sales in our income statement, and because these transactions also involve the sale of inventory to, and accounts receivable from, RTC S.A., they are recorded as related party transactions in our financial statements.

In addition, from time to time, we have repurchased, at cost, inventory consigned to RTC S.A. in order to reduce accounts receivable balances from RTC S.A. This inventory is later re-consigned to RTC S.A. for sale. These transactions are recorded as related party transactions in our financial statements and RTC S.A. does not retain any profit as a result of these transactions.

Used Vehicle Sales in Chile

Our affiliate Carmeister S.A. is involved in our used vehicle business.

In the case of used vehicles that we purchase (such as used vehicles that are "traded-in" in connection with the purchase of a new vehicle), we consign the vehicles to Carmeister S.A. Carmeister S.A. then sells these vehicles on our behalf, and pays us the full purchase price paid by the buyer less a small commission. We record the revenues from these sales, as well as the acquisition cost of the used vehicle, as sales and cost of sales in our income statement, and in addition, because these transactions also involve the sale of inventory to, and accounts receivable from, Carmeister S.A., they are recorded as related party transactions in our financial statements.

From time to time, we have repurchased, at cost, inventory consigned to Carmeister S.A. in order to reduce accounts receivable balances from Carmeister S.A. This inventory is later re-consigned to Carmeister S.A. for sale. These transactions are recorded as related party transactions in our financial statements and Carmeister S.A. does not retain any profit as a result of these transactions.

In the case of used vehicles whose sale is intermediated through us (such as used vehicles that are sold by the seller to a purchaser, and in respect of which we receive a commission), we effectively assign to Carmeister S.A. the right to intermediate the sale. In exchange for the intermediation of the sales of used vehicles, we pay Carmeister S.A. a small commission, and we do not receive any income from these sales. These commissions are recorded as related party transactions in our financial statements.

Carmeister is also responsible for the sale of vehicles that were previously used by us in the course of our business, such as courtesy vehicles or vehicles used for shuttles to and from our dealerships. We consign these vehicles to Carmeister S.A. who sells them on our behalf. We pay Carmeister S.A. a commission in respect of these sales, and we receive the full purchase price in respect thereof. We record these sales as "Other Income" in our income statement (and the initial purchase of the vehicle is recorded as a capital expenditure), and in addition, because these transactions also involve the sale of fixed assets to, and accounts receivable from, Carmeister S.A., they are recorded as related party transactions in our financial statements.

Financing Commissions

We broker financing and insurance services to our customers in Chile through our affiliate Amicar, which is a 50% joint venture between Gildemeister and DERCO. Amicar pays us a commission for the sales of our brands that are financed through Amicar, which is recorded as sales revenue in our income statement and which is recorded as a related party transaction in our financial statements.

Maquinaria Nacional S.A.

Until 2007, our affiliate Maquinaria Nacional S.A. held the right to distribute Ford in Chile. In connection with the winding down of its operations in Chile, Maquinaria Nacional S.A. sold to us at cost all of its remaining vehicle and OEM parts inventory. We retain this inventory on our balance sheet, and transfer it back to Maquinaria Nacional S.A., at cost, as it is sold. In addition, in 2009 we purchased fixed assets no longer used by Maquinaria Nacional S.A. and in the past we have granted loans to Maquinaria Nacional S.A. which are currently being repaid. We record minimal income and expenses from these transactions on our income statement, and they are recorded as a related party transactions in our financial statements.

Property Rentals

We rent property from our affiliate Inmobilaria Automotores Gildemeister S.A. These expenses are recorded as administrative and selling expenses in our income statement and as related party transactions in our financial statements.

Open Road S.A.

In the past, we have leased property to our affiliate Open Road S.A., which until 2009 operated a grocery store in Punta Arenas. In addition, we have provided loans to Open Road S.A., which Open Road S.A. paid back in full in 2008 and 2009. Open Road S.A. sold its operations in 2009. In connection with this sale, we sold the property leased to Open Road S.A. at a substantial loss. The loss we incurred in connection with this sale is recorded in “Other expenses” in our income statement but, because it was a sale to a third party, is not recorded as a related party transaction. The rental payments from Open Road S.A. were recorded as “Other Income” in our income statement these rental payments, together with the loans to Open Road S.A. were recorded as related party transactions in our financial statements.

Minvest S.A.

In 2009, we reimbursed Minvest S.A. for legal expenses incurred in connection with services provided to us by Minvest S.A. at cost by assigning to Minvest S.A. the right to collect certain payments from our subsidiary Manasa Peru S.A. These expenses were recorded as an administrative and selling expense in our income statement and as a related party transaction. We also maintain accounts receivable from Minvest S.A. from time to time. As of December 31, 2010, we had no accounts receivables outstanding with Minvest S.A. As of December 31, 2011 and as of September 30, 2012, we had Ch$10,602.6 million and Ch$15,182.7 million, respectively, in accounts receivable outstanding with Minvest S.A.

Bramont Montadora Industrial e Comercial de Veículos S.A.

During 2012 we had significant accounts receivable balances from Bramont. These transactions are recorded as related party transactions in our financial statements. On October 2, 2012, we received a capital increase from Minvest in the form of 70% of the total outstanding shares of Bramont in exchange for an increase in the nominal value of the shares of Gildemeister held by Minvest. As part of this transaction, we also received from Minvest U.S. $40.8 million in intercompany loans payable by Bramont to Minvest. As of September 30, 2012, we had Ch$2,332.7 million in accounts receivable outstanding with Bramont.

Fortaleza S.A.

As of September 30, 2012, we had Ch$1,369.5 million in accounts receivable outstanding with Fortaleza S.A.

Other

We also have engaged in other related party transactions, including loans to certain of our affiliates, which are immaterial in the aggregate and which do not reflect material ongoing arrangements.

DESCRIPTION OF THE NOTES

In this Description of the Notes, "Gildemeister" refers only to Automotores Gildemeister, S.A., and any successor obligor on the Notes, and not to any of its subsidiaries. You can find the definitions of certain terms used in this description under "—*Certain Definitions*."

The Notes were issued under an indenture dated as of January 15, 2013 among Gildemeister, the Guarantor party thereto, as Guarantor, Deutsche Bank Trust Company Americas, as trustee, registrar, transfer agent and paying agent, and Deutsche Bank Luxembourg S.A., as Luxembourg listing agent, registrar, paying agent and transfer agent. This indenture is incorporated herein by reference thereto.

The following is a complete description of the material provisions of the Notes. You are encouraged to consult a copy of the indenture for exact details of the provisions governing the Notes. Copies of the indenture are available as described under "*Available Information*" in this Luxembourg listing prospectus, and, for so long as the Notes are listed on the Luxembourg Stock Exchange for trading on the Euro MTF market, at the office of the paying agent in Luxembourg and free of charge at the website of the Luxembourg Stock Exchange at www.bourse.lu.

Basic Terms of the Notes

The Notes will:

- be unsecured unsubordinated obligations of Gildemeister;
- rank equally in right of payment with all existing and future unsubordinated obligations of Gildemeister (except those obligations preferred by operation of Chilean law, including without limitation labor and tax claims);
- rank senior in right of payment to all existing and future subordinated indebtedness of Gildemeister, if any;
- be effectively subordinated to all existing and future secured indebtedness of Gildemeister to the extent of the value of the assets securing such indebtedness;
- be guaranteed by each Guarantor with such guarantee ranking equal in right of payment with all other existing and future senior unsecured indebtedness of such Guarantor;
- be issued in an original aggregate principal amount of U.S. $300.0 million;
- mature on January 15, 2023, unless earlier redeemed in accordance with the terms of the Notes (see "—*Optional Redemption*" below) (assuming no optional redemption, the redemption amount of the Notes at maturity will be U.S. $300.0 million);
- bear interest commencing the date of issue at the rate of 6.750%, payable semiannually in arrears on each January 15 and July 15, commencing July 15, 2013, to holders of record on the December 31 or June 30 immediately preceding the interest payment date; and
- bear interest on overdue principal and overdue interest, at 2% per annum higher than the rate otherwise applicable to the Notes.

Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including January 15, 2013. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Gildemeister will maintain a paying agent and a registrar, each with an office in the Borough of Manhattan, City of New York. Initially, the trustee will act as registrar, transfer agent and principal paying agent for the Notes. Gildemeister may change the registrar, transfer agent and paying agent, without notice to holders. If a holder of Notes in an aggregate principal amount of at least U.S. $1,000,000 has given wire transfer instructions to Gildemeister, Gildemeister will make all principal, premium, if any, and interest payments (including Additional Amounts) in respect of those Notes in accordance with those instructions. All other payments on the Notes will be made at the office or agency of the paying agent in New York City unless Gildemeister elects to make interest payments by check mailed to the registered holders at their registered addresses.

As long as the Notes are listed on the Luxembourg Stock Exchange for trading on the Euro MTF market and if the rules of the exchange so require, Gildemeister will also maintain a listing agent, a registrar, a transfer agent and a paying agent in Luxembourg.

Additional Notes

Subject to the covenants described below, Gildemeister may issue Notes under the indenture having the same terms in all respects as the Notes, or in all respects except with respect to interest paid or payable on or prior to the first interest payment date after the issuance of such Notes, provided that if the additional notes are not fungible with the Notes for United States federal income tax purposes, the additional notes will have a separate CUSIP number. The Notes offered hereby and any additional Notes would be treated as a single class for all purposes under the indenture and will vote together as one class on all matters with respect to the Notes.

Guarantees

The obligations of Gildemeister pursuant to the Notes, including any repurchase obligation resulting from a Change of Control, will be unconditionally guaranteed, jointly and severally, on an unsecured basis, by Marc Leasing, S.A. As of September 30, 2012, Marc Leasing, S.A. had no significant operations, generated *de minimis* revenues and had *de minimis* assets. If Gildemeister or any of its Restricted Subsidiaries acquires or creates a wholly owned Chilean Restricted Subsidiary after the date of the indenture, the new wholly owned Chilean Restricted Subsidiary must provide a guarantee of the Notes (a "Note Guarantee").

Each Note Guarantee will be limited to the maximum amount that would not render the Guarantors' obligations subject to avoidance under applicable fraudulent conveyance provisions applicable law. By virtue of this limitation, a Guarantor's obligation under its Note Guarantee could be significantly less than amounts payable with respect to the Notes, or a Guarantor may have effectively no obligation under its Note Guarantee. See "*Risk Factors—Fraudulent Transfer Statutes May Limit Your Rights as a Noteholder*."

The Note Guarantee of a Guarantor will terminate upon:

(1) a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (other than to Gildemeister or a Restricted Subsidiary) otherwise permitted by the indenture,

(2) if the Note Guarantee was required pursuant to the terms of the indenture, the cessation of the circumstances requiring the Note Guarantee,

(3) the designation in accordance with the indenture of the Guarantor as an Unrestricted Subsidiary, or

(4) defeasance or discharge of the Notes, as provided in "Defeasance and Discharge."

Gildemeister's Non-Chilean Restricted Subsidiaries represented in the aggregate 36.8% and 30.9% of Gildemeister's total revenues and total assets, respectively, in 2011 and 37.8% and 32.4% of Gildemeister's total revenues and total assets, respectively, for the nine months ended September 30, 2012, and will not guarantee the Notes (the "Non-Guarantor Restricted Subsidiaries"). In addition, Gildemeister is permitted under the terms of the indenture to form, create or acquire new Non-Chilean Restricted Subsidiaries that will also be Non-Guarantor Restricted Subsidiaries.

Ranking

The Notes rank equally with or senior to all Debt of Gildemeister and the note guarantors, but are effectively junior to all secured Debt to the extent of the value of the assets securing such Debt. As of September 30, 2012, Gildemeister and the note guarantors had Ch$2,011.6 million (U.S. $4.2 million) of secured Debt. Subject to the limits described under "Limitation on Liens", Gildemeister and its Restricted Subsidiaries may incur additional secured Debt.

Gildemeister's Non-Chilean Restricted Subsidiaries have not guaranteed and will not guarantee the Notes. Claims of creditors of non-guarantor subsidiaries, including trade creditors, and creditors holding debt and guarantees issued by those subsidiaries, and claims of preferred stockholders (if any) of those subsidiaries generally will have priority with respect to the assets and earnings of those subsidiaries over the claims of creditors of Gildemeister, including holders of the Notes. The Notes and each Note Guarantee therefore will be effectively subordinated to creditors (including trade creditors) and preferred stockholders (if any) of subsidiaries of Gildemeister (other than the Guarantors). As of September 30, 2012, after giving pro forma effect to the Notes offering, the total liabilities of Gildemeister's subsidiaries (other than the Guarantor and Bramont) would have been approximately Ch$84,984.8 million (U.S. $179.4 million), including trade payables. Although the indenture limits the incurrence of Debt and Disqualified or Preferred Stock of Restricted Subsidiaries, the limitation is subject to a number of significant exceptions. Moreover, the indenture does not impose any limitation on the incurrence by Restricted Subsidiaries of liabilities that are not considered Debt or Disqualified or Preferred Stock under the indenture. See "*—Certain Covenants—Limitation on Debt and Disqualified or Preferred Stock*."

Prescription

Claims against Gildemeister or any note guarantor for the payment of principal or interest and Additional Amounts in respect of the Notes or a Note Guarantee, as the case may be, will be prescribed unless made within six years of the due date for payment of such principal or interest and Additional Amounts.

Additional Amounts

All payments in respect of the Notes will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Chile or by or within any political subdivision thereof or any authority therein or thereof having power to tax or any other jurisdiction through which payments are made in respect of the Notes ("Taxes"), unless such withholding or deduction is required by law or by the interpretation or administration thereof. In the event of any such withholding or deduction of Taxes, Gildemeister and the Guarantors will pay to holders such additional amounts ("Additional Amounts") as will result in the receipt by each holder of the net amount that would otherwise have been receivable by such holder in the absence of such withholding or deduction, except that no such Additional Amounts will be payable:

(a) in respect of any Taxes that would not have been so withheld or deducted but for the existence of any present or former connection (including, without limitation, a permanent establishment in Chile) between the holder, applicable recipient of payment or beneficial owner of the note or any payment in respect of such note (or, if the holder or beneficial owner is an estate, nominee, trust, partnership, corporation or other business entity, between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of power over, the holder, applicable recipient of a payment or beneficial owner) and an authority with the power to levy or otherwise impose or assess a Tax, other than the mere receipt of such payment or the mere holding or ownership of such note or beneficial interest or the enforcement of rights thereunder;

(b) in respect of any Taxes that would not have been so withheld or deducted if the note had been presented for payment within 30 days after the Relevant Date (as defined below) to the extent presentation is required (except to the extent that the holder would have been entitled to Additional Amounts had the note been presented for payment on the last day of such 30-day period);

(c) in respect of any Taxes that would not have been so withheld or deducted but for the failure by the holder or the beneficial owner of the note or any payment in respect of such note to (i) make a customary declaration of non-residence, or any other claim or filing for exemption, to which it is entitled or (ii) comply with any customary certification, identification, information, documentation or other reporting requirement concerning its nationality, residence, identity or connection with Chile or with any jurisdiction through which payments are made; provided that such declaration or compliance was required as a precondition to exemption from all or part of such Taxes and Gildemeister has given the holders at least 30 days prior notice that they will be required to comply with such requirements;

(d) in respect of any estate, inheritance, gift, value added, sales, use, excise, transfer, personal property or similar taxes, duties, assessments or other governmental charges;

(e) in respect of any Taxes that are payable otherwise than by deduction or withholding from payments on the Notes;

(f) in respect of any taxes that would not have been so imposed if the holder had presented the note for payment (where presentation is required) to another paying agent;

(g) in respect of any payment to a holder of a note that is a fiduciary or partnership (including an entity treated as a partnership for tax purposes) or any Person other than the sole beneficial owner of such payment or note, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner of such payment or note would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual holder of such note;

(h) in respect of any withholding or deduction imposed on a payment required to be made pursuant to Council Directive 2003/48/EC or any other European Union directive implementing the conclusions of the ECOFIN Council meeting of November 26-27, 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such a directive; or

(i) in respect of any combination of clauses (a) through (h) above.

Gildemeister will at all times during the term of the Notes, while there is a Luxembourg paying agent, maintain a paying agent in a European Union jurisdiction which does not impose a withholding tax or deduction on payments in accordance with Council Directive 2003/48/EC or any other European Union directive implementing the conclusions of the ECOFIN Council meeting of November 26-27, 2000 on the taxation of savings income.

"*Relevant Date*" means whichever is the later of (i) the date on which such payment first becomes due and (ii) if the full amount payable has not been received in The City of New York, New York by the trustee on or prior to such due date, the date on which, the full amount having been so received, notice to that effect has been given to the holders in accordance with the indenture.

All references to principal, premium, if any, and interest in respect of the Notes will be deemed also to refer to any Additional Amounts which may be payable as set forth in the indenture or in the Notes.

Notwithstanding the foregoing, the limitations on Gildemeister's and the Guarantors' obligations to pay Additional Amounts set forth in clause (c) will not apply if the provision of any certification, identification, information, documentation or other reporting requirement described in such clause (c) would be materially more onerous, in form, in procedure or in the substance of information disclosed, to a holder or beneficial owner of a note than comparable information or other reporting requirements imposed under U.S. tax law, regulations and administrative practice (such as IRS Forms W-8BEN and W-9).

Gildemeister will furnish to the holders, within 60 days after the date the payment of any taxes so deducted or withheld is due pursuant to applicable law, either certified copies of tax receipts evidencing such payment by Gildemeister or the Guarantors, or, if such receipts are not obtainable, other evidence of such payments by Gildemeister or the Guarantors reasonably satisfactory to the holders.

Upon written request, Gildemeister will furnish to the trustee documentation reasonably satisfactory to the trustee evidencing payment of Taxes. Copies of such receipts will be made available to holders upon written request.

Gildemeister and the Guarantors will promptly pay when due any present or future stamp, court or similar documentary taxes or any other excise or property taxes, charges or similar levies that arise in any jurisdiction from the execution, delivery or registration of each note or any other document or instrument referred to herein or therein, excluding any such taxes, charges or similar levies imposed by any jurisdiction outside of Chile and except, in certain cases, for taxes, charges or similar levies resulting from certain registration of transfer or exchange of Notes.

Optional Redemption

Optional Redemption with a Make-Whole Premium

At any time prior to January 15, 2018, Gildemeister will have the right, at its option, to redeem any of the Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of such Notes plus, the greater of (1) 1.00% of the then outstanding principal amount of the Notes, and (2) the excess, if any, of: (a) the present value at such redemption date of (i) the redemption price of the Notes at

January 15, 2018 (such redemption price being set forth in the table below under "—Optional Redemption Without a Make-Whole Premium") plus (ii) all required interest payments thereon through January 15, 2018 (excluding accrued but unpaid interest 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 of such redemption date plus 50 basis points, over (b) the then outstanding principal amount of the Notes (the "Make-Whole Amount"), plus, in each case, any accrued and unpaid interest (including Additional Amounts, if any) on the principal amount of the Notes to the date of redemption.

"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 (on a day count basis) 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 having an actual or interpolated maturity 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 corporate debt securities of a comparable maturity to the remaining term of such Notes.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by Gildemeister.

"Comparable Treasury Price" means, with respect to any redemption date (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (2) if Gildemeister obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC or its affiliates which are primary United States government securities dealers and not less than two other leading primary United States government securities dealers in New York City reasonably designated by Gildemeister; provided that if any of the foregoing cease to be a primary United States government securities dealer in New York City (a "Primary Treasury Dealer"), Gildemeister 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 Gildemeister, of the bid and asked price for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to Gildemeister by such Reference Treasury Dealer at 3:30 p.m. New York City time on the third Business Day preceding such redemption date.

Optional Redemption Without a Make-Whole Premium

At any time and from time to time on or after January 15, 2018, Gildemeister may, at its option, redeem all or part of the Notes upon not less than 45 days prior written notice to the trustee and not less than 30 nor more than 60 days' prior notice to the holders of the Notes, at the redemption prices, expressed as percentages of principal amount, set forth below, plus accrued and unpaid interest thereon (including Additional Amounts), if any, to the applicable redemption date, if redeemed during the 12 month period beginning on January 15 of the years indicated below:

Year	Percentage
2018	103.375%

2019	102.250%
2020	101.125%
2021 and after	100.000%

Optional Redemption with Proceeds of Equity Offerings

At any time prior to January 15, 2016, Gildemeister may, at its option, on one or more occasions, redeem up to 35% of the aggregate principal amount of Notes (including any additional Notes) at a redemption price of 106.750% of the principal amount thereof, plus accrued and unpaid interest (including Additional Amounts, if any) to the redemption date, with the net cash proceeds of one or more Equity Offerings; *provided* that:

(1) Notes in an aggregate principal amount equal to at least 65% of the aggregate principal amount of Notes issued on the first Issue Date remain outstanding immediately after the occurrence of such redemption; and

(2) the redemption must occur within 90 days of the date of the closing of such Equity Offering.

Optional Redemption Upon a Tax Event

The Notes may be redeemed, in whole but not in part, at Gildemeister's option, subject to applicable Chilean laws, at a redemption price equal to 100% of the outstanding principal amount of the Notes, plus accrued and unpaid interest (including Additional Amounts, if any) to the redemption date, if, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of Chile or any political subdivision or taxing authority thereof or therein, or any change in the official application, administration or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction) in Chile, or any other jurisdiction with the power to impose, levy or assess Taxes in respect of payments on the Notes, Gildemeister has or will become obligated to pay Additional Amounts in respect of interest received on the Notes at a rate of withholding or deduction in excess of 4.0% ("Excess Additional Amounts"), if such change or amendment occurs on or after the date of the indenture and such obligation cannot be avoided by Gildemeister taking reasonable measures available to it; provided that no such notice of redemption will be given earlier than 60 days prior to the earliest date on which Gildemeister would be obligated to pay such Excess Additional Amounts, were a payment in respect of the Notes then due. Prior to the giving of notice of redemption of Notes pursuant to the indenture, Gildemeister will deliver to the trustee an Officers' Certificate to the effect that Gildemeister is or at the time of the redemption will be entitled to effect such a redemption pursuant to the indenture, and setting forth in reasonable detail the circumstances giving rise to such right of redemption. The Officers' Certificate will be accompanied by a written opinion of recognized Chilean counsel independent of Gildemeister to the effect, among other things, that:

(i) Gildemeister is, or is expected to become, obligated to pay such Excess Additional Amounts as a result of a change or amendment, as described above;

(ii) Gildemeister cannot avoid payment of such Excess Additional Amounts by taking reasonable measures available to Gildemeister; and

(iii) all governmental approvals necessary for Gildemeister to effect the redemption have been obtained and are in full force and effect or specifying any such necessary approvals that as of the date of such opinion have not been obtained.

Selection and Notice

Notice of any redemption will be mailed by first-class mail, postage prepaid, at least 45 days before the redemption date to the trustee and at least 30 but not more than 60 days before the redemption date to holders of Notes to be redeemed at their respective registered addresses. For so long as the Notes are listed on the Luxembourg Stock Exchange for trading on the Euro MTF market and the rules of the exchange so require, Gildemeister will cause notices of redemption to also be published as described in "—Notices" below.

Notes called for redemption will become due on the date fixed for redemption. Gildemeister will pay the redemption price for the Notes together with accrued and unpaid interest thereon (including Additional Amounts, if any) through the date of redemption. On and after the redemption date, interest will cease to accrue on the Notes as long as Gildemeister has deposited with the paying agent funds in satisfaction of the applicable redemption price pursuant to the indenture. Upon redemption of the Notes by Gildemeister, the redeemed Notes will be cancelled.

If fewer than all of the Notes are being redeemed, the trustee will select the Notes to be redeemed pro rata, by lot or by any other method the trustee in its sole discretion deems fair and appropriate, in denominations of U.S. $150,000 principal amount and higher integral multiples of U.S. $1,000. In the case of certificated Notes, upon surrender of any note redeemed in part, the holder will receive a new note equal in principal amount to the unredeemed portion of the surrendered note. Once notice of redemption is sent to the holders, Notes called for redemption become due and payable at the redemption price on the redemption date, and, commencing on the redemption date, Notes redeemed will cease to accrue interest.

No Mandatory Redemption or Sinking Fund

There will be no mandatory redemption or sinking fund payments for the Notes.

Suspension of Certain Covenants

If at any time after the Issue Date that (i) the Notes are rated Investment Grade by at least two of the Rating Agencies and (ii) no Default has occurred and is continuing under the indenture, Gildemeister and its Restricted Subsidiaries will not be subject to the covenants in the indenture specifically listed under the following captions in this "Description of the Notes" section of this Luxembourg listing prospectus (the "Suspended Covenants"):

(1) "—Certain Covenants—Limitation on Debt and Disqualified or Preferred Stock";

(2) "—Certain Covenants—Limitation on Restricted Payments";

(3) "—Certain Covenants—Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries";

(4) "—Certain Covenants—Limitation on Asset Sales";

(5) "—Certain Covenants—Limitation on Transactions with Affiliates"; and

(6) clause (a)(3) of "—Consolidation, Merger or Sale of Assets— Gildemeister."

Additionally, at such time as the above referenced covenants are suspended (a "Suspension Period"), Gildemeister will no longer be permitted to designate any Restricted Subsidiary as an Unrestricted Subsidiary unless Gildemeister would have been permitted to designate such Subsidiary as an Unrestricted Subsidiary if a Suspension Period had not been in effect for any period and such designation shall be deemed to have created a Restricted Payment as set forth above under the heading "—Limitation on Restricted Payments" following the Reversion Date (as defined below).

In the event that Gildemeister and its Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the foregoing, and on any subsequent date (the "Reversion Date") the condition set forth in clause (i) of the first paragraph of this section is no longer satisfied, then Gildemeister and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenant with respect to future events. Notwithstanding that the Suspended Covenants may be reinstated, no Default will be deemed to have occurred as a result of a failure to comply with the Suspended Covenants during the Suspension Period.

On each Reversion Date, all Debt incurred during the Suspension Period prior to such Reversion Date will be deemed to be Debt incurred pursuant to clause (b)(8) under "—Limitation on Debt and Disqualified or Preferred Stock." For purposes of calculating the amount available to be made as Restricted Payments under clause (3) of clause (a) of "—Limitation on Restricted Payments", calculations under such covenant shall be made as though such covenant had been in effect during the entire period of time after the Issue Date (including the Suspension Period). Restricted Payments made during the Suspension Period not otherwise permitted pursuant under clause (b) of the "—Limitation on Restricted Payments" covenant will reduce the amount available to be made as Restricted Payments under clause (3) of clause (a) of such covenant. For purposes of the "—Limitation on Asset Sales" covenant, on the Reversion Date, the amount of Excess Proceeds will be reset to the amount of Excess Proceeds in effect as of the first day of the Suspension Period ending on such Reversion Date.

There can be no assurance that the Notes will ever achieve or maintain a rating of Investment Grade from the Rating Agencies.

Certain Covenants

The indenture contains covenants including, among others, the following:

Limitation on Debt and Disqualified or Preferred Stock

(a) Gildemeister

(1) will not, and will not permit any of its Restricted Subsidiaries to, Incur any Debt; and

(2) will not, and will not permit any Restricted Subsidiary to, Incur any Disqualified Stock, and will not permit any of its Restricted Subsidiaries that is not a Guarantor to Incur any Preferred Stock (other than Disqualified or Preferred Stock of Restricted Subsidiaries held by Gildemeister or a Restricted Subsidiary, so long as it is so held);

provided that Gildemeister or any Guarantor may Incur Debt or Disqualified Stock and any Guarantor may Incur Preferred Stock if, on the date of the Incurrence, after giving effect to the Incurrence and the receipt and application of the proceeds therefrom, the Fixed Charge Coverage Ratio is not less than 2.00 to 1.00.

(b) Notwithstanding the foregoing, Gildemeister and, to the extent provided below, any Restricted Subsidiary may Incur the following ("Permitted Debt"):

(1) Debt ("Permitted Bank Debt") of Gildemeister pursuant to Credit Facilities; *provided* that the aggregate principal amount at any time outstanding does not exceed the greater of (x) U.S. $50.0 million (or the equivalent in other currencies) or (y) 10% of Gildemeister's Consolidated Tangible Assets, less the amount of mandatory reductions of such Debt made pursuant to the terms thereof and not concurrently refinanced by the Incurrence of Debt, and Guarantees of such Debt by any Restricted Subsidiary;

(2) Debt of Gildemeister or any Restricted Subsidiary to Gildemeister or any Restricted Subsidiary so long as such Debt continues to be owed to Gildemeister or a Restricted Subsidiary and which, if the obligor is Gildemeister or a Guarantor, is subordinated in right of payment to the Notes;

(3) Debt of Gildemeister pursuant to the Notes (other than additional Notes) and Debt of any Guarantor pursuant to a Note Guarantee of the Notes (including additional Notes);

(4) Debt ("Permitted Refinancing Debt") constituting an extension or renewal of, replacement of, or substitution for, or issued in exchange for, or the net proceeds of which are used to repay, redeem, repurchase, refinance or refund, including by way of defeasance (all of the above, for purposes of this clause, "refinance") then outstanding Debt in an amount not to exceed the principal amount of the Debt so refinanced, plus premiums, fees and expenses; *provided* that

(A) in case the Debt to be refinanced is Subordinated Debt, the new Debt, by its terms or by the terms of any agreement or instrument pursuant to which it is outstanding, is expressly made subordinate in right of payment to the Notes at least to the extent that the Debt to be refinanced is subordinated to the Notes,

(B) the new Debt does not have a Stated Maturity prior to the Stated Maturity of the Debt to be refinanced, and the Average Life of the new Debt is at least equal to the remaining Average Life of the Debt to be refinanced,

(C) in no event may Debt of Gildemeister or any Guarantor be refinanced pursuant to this clause by means of any Debt of any Restricted Subsidiary that is not a Guarantor, and

(D) Debt Incurred pursuant to clauses (b)(1), (2), (5), (6), (9), (10), (11), (12), (13) and (14) may not be refinanced pursuant to this clause;

(5) Hedging Agreements of Gildemeister or any Restricted Subsidiary entered into in the ordinary course of business for the purpose of limiting risks associated with the business of Gildemeister and its Restricted Subsidiaries and not for speculation;

(6) Debt consisting of letters of credit, banker's acceptances, performance bonds, appeal bonds, surety bonds, customs bonds and other similar bonds and reimbursement obligations Incurred by Gildemeister or any Restricted Subsidiary in the ordinary course of business securing the performance of contractual, franchise or license obligations of Gildemeister or any Restricted Subsidiary (in each case, other than for an obligation for borrowed money);

(7) Acquired Debt, *provided* that after giving effect to the Incurrence thereof, Gildemeister could Incur at least U.S. $1.00 of Debt under paragraph (a) above;

(8) Debt of Gildemeister or any Restricted Subsidiary outstanding on the Issue Date (and, for purposes of clause (4)(D), not otherwise constituting Permitted Debt);

(9) Debt of Gildemeister or any Restricted Subsidiary, which may include Capital Leases, Incurred on or after the Issue Date no later than 180 days after the date of purchase or completion of construction or improvement of property for the purpose of financing all or any part of the purchase price or cost of construction or improvement, *provided* that the principal amount of any Debt Incurred pursuant to this clause may not exceed the greater of (x) U.S. $30 million (or the equivalent in other currencies) or (y) 7% of Consolidated Tangible Assets;

(10) Debt of Non-Chilean Restricted Subsidiaries Incurred on or after the Issue Date in an aggregate principal amount not to exceed U.S. $50.0 million (or the equivalent in other currencies) outstanding at any time;

(11) Debt of Gildemeister or any Guarantor consisting of Guarantees of Debt of Gildemeister or any Restricted Subsidiary Incurred under any other clause of this covenant;

(12) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds or Debt in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in connection with deposit accounts, in each case in the ordinary course of business;

(13) Inventory Debt; and

(14) Debt of Gildemeister or any Restricted Subsidiary Incurred on or after the Issue Date not otherwise permitted in an aggregate principal amount at any time outstanding not to exceed U.S. $35.0 million (or the equivalent in other currencies).

(c) Notwithstanding any other provision of this covenant, for purposes of determining compliance with this covenant, increases in Debt solely due to fluctuations in the exchange rates of currencies will not be deemed to exceed the maximum amount that Gildemeister or a Restricted Subsidiary may Incur under this covenant. For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Debt, the U.S. dollar-equivalent principal amount of Debt denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Debt was Incurred; provided that if such Debt is Incurred to refinance other Debt denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Debt does not exceed the principal amount of such Debt being refinanced. The principal amount of any Debt Incurred to refinance other Debt, if Incurred in a different currency from the Debt being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Debt is denominated that is in effect on the date of such refinancing.

(d) In the event that an item of Debt meets the criteria of more than one of the types of Debt described in this covenant, Gildemeister, in its sole discretion, will classify items of Debt and will only be required to include the amount and type of such Debt in one of such clauses and Gildemeister will be entitled to divide and classify an item of Debt in more than one of the types of Debt described in this covenant, and may change the classification of an item of Debt (or any portion thereof) to any other type of Debt described in this covenant at any time.

(e) For purposes of determining compliance with, and the outstanding principal amount of, any particular Debt Incurred pursuant to and in compliance with this covenant:

(1) the outstanding principal amount of any item of Debt will be counted only once;

(2) the amount of Debt issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with Chilean GAAP;

(3) Guarantees of, or obligations in respect of letters of credit or similar instruments relating to, Debt which is otherwise included in the determination of a particular amount of Debt will not be included; and

(f) the accrual of interest, the accretion or amortization of original issue discount, the payment of regularly scheduled interest in the form of additional Debt of the same instrument or the payment of regularly scheduled dividends on Disqualified Stock in the form of additional Disqualified Stock with the same terms will not be deemed to be an Incurrence of Debt for purposes of this covenant; provided that any such outstanding additional Debt or Disqualified Stock paid in respect of Debt Incurred pursuant to any provision of clause (2) above will be counted as Debt outstanding thereunder for purposes of any future Incurrence under such provision.

Limitation on Restricted Payments

(a) Gildemeister will not, and will not permit any Restricted Subsidiary to, directly or indirectly (the payments and other actions described in the following clauses being collectively "Restricted Payments"):

- declare or pay any dividend or make any distribution on its Equity Interests (other than dividends or distributions paid in Gildemeister's Qualified Equity Interests) held by Persons other than Gildemeister or any of its Restricted Subsidiaries;
- purchase, redeem or otherwise acquire or retire for value any Equity Interests of Gildemeister or any direct or indirect parent of Gildemeister held by Persons other than Gildemeister or any of its Restricted Subsidiaries;
- repay, redeem, repurchase, defease or otherwise acquire or retire for value, or make any payment on or with respect to, any Subordinated Debt except a payment of interest or principal at Stated Maturity; or
- make any Investment other than a Permitted Investment;

unless, at the time of, and after giving effect to, the proposed Restricted Payment:

(1) no Default has occurred and is continuing,

(2) Gildemeister could Incur at least U.S. $1.00 of Debt under paragraph (a) under "Limitation on Debt and Disqualified or Preferred Stock", and

(3) the aggregate amount expended for all Restricted Payments made on or after the 2021 Notes Issue Date would not, subject to paragraph (c), exceed the sum of:

(A) 50% of the aggregate amount of the Consolidated Net Income (or, if the Consolidated Net Income is a loss, minus 100% of the amount of the loss) accrued on a cumulative basis during the period, taken as one accounting period, beginning on the first day of the fiscal quarter during which the 2021 Notes Issue Date occurs and ending on the last day of Gildemeister's most recently completed fiscal quarter for which internal financial statements are available, plus

(B) subject to paragraph (c), the aggregate net cash proceeds and the fair market value of property other than cash received by Gildemeister (other than from a Subsidiary) after the 2021 Notes Issue Date from:

(i) the issuance and sale of its Qualified Equity Interests, including by way of issuance of its Disqualified Equity Interests or Debt to the extent since converted into Qualified Equity Interests of Gildemeister, or

(ii) as a contribution to its common equity, plus

(C) an amount equal to the sum, for all Unrestricted Subsidiaries, of the following:

(x) the cash return, after the 2021 Notes Issue Date, on Investments in an Unrestricted Subsidiary made after the 2021 Notes Issue Date pursuant to this paragraph (a) as a result of any sale for cash, repayment, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income), plus

(y) the portion (proportionate to Gildemeister's equity interest in such Subsidiary) of the fair market value of the assets less liabilities of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary,

not to exceed, in the case of any Unrestricted Subsidiary, the amount of Investments made after the 2021 Notes Issue Date by Gildemeister and its Restricted Subsidiaries in such Unrestricted Subsidiary pursuant to this paragraph (a), plus

(D) the cash return, after the 2021 Notes Issue Date, on any other Investment made after the 2021 Notes Issue Date pursuant to this paragraph (a), as a result of any sale for cash, repayment, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income), not to exceed the amount of such Investment so made, plus

(E) U.S. $20 million.

The amount expended in any Restricted Payment, if other than in cash, will be deemed to be the fair market value of the relevant non-cash assets, as determined in good faith by the Board of Directors, whose determination will be conclusive and evidenced by a Board Resolution.

(b) The foregoing will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration thereof if, at the date of declaration, such payment would comply with paragraph (a);

(2) dividends or distributions by a Restricted Subsidiary payable, on a pro rata basis or on a basis more favorable to Gildemeister, to all holders of any class of Capital Stock of such Restricted Subsidiary a majority of which is held, directly or indirectly through Restricted Subsidiaries, by Gildemeister;

(3) the repayment, redemption, repurchase, defeasance or other acquisition or retirement for value of Subordinated Debt with the proceeds of, or in exchange for, Permitted Refinancing Debt;

(4) the purchase, redemption or other acquisition or retirement for value of Equity Interests of Gildemeister or any direct or indirect parent in exchange for, or out of the proceeds of a substantially concurrent offering of, Qualified Equity Interests of Gildemeister or of a cash contribution to the common equity of Gildemeister;

(5) the repayment, redemption, repurchase, defeasance or other acquisition or retirement of Subordinated Debt of Gildemeister in exchange for, or out of the proceeds of, a substantially concurrent offering of, Qualified Equity Interests of Gildemeister or of a cash contribution to the common equity of Gildemeister;

(6) any Investment made in exchange for, or out of the net cash proceeds of, a substantially concurrent offering of Qualified Equity Interests of Gildemeister or of a cash contribution to the common equity of Gildemeister;

(7) the purchase, redemption or other acquisition or retirement for value of Equity Interests of Gildemeister held by officers, directors or employees or former officers, directors or employees (or their estates or beneficiaries under their estates), upon death, disability, retirement, severance or termination of employment or pursuant to any agreement under which the Equity Interests were issued; *provided* that the aggregate cash consideration paid therefor in any twelve month period after the Issue Date does not exceed an aggregate amount of U.S. $5.0 million (or the equivalent in other currencies);

(8) the repayment, redemption, repurchase, defeasance or other acquisition or retirement for value of any Subordinated Debt at a purchase price not greater than (x) 101% of the principal amount thereof in the event of a change of control pursuant to a provision no more favorable to the holders thereof than "Repurchase of Notes Upon a Change of Control" or (y) 100% of the principal amount thereof in the event of an Asset Sale pursuant to a provision no more favorable to the holders thereof than "Limitation on Asset Sales", *provided* that, in each case, prior to the repurchase Gildemeister has made an Offer to Purchase and repurchased all Notes issued under the indenture that were validly tendered for payment in connection with the offer to purchase;

(9) payments to Holdings of (i) amounts necessary to pay taxes, in an amount not to exceed the amount of taxes Gildemeister and its Subsidiaries would pay on a stand-alone basis, plus (ii) up to U.S. $1.0 million (or the equivalent in other currencies) per fiscal year for corporate overhead expenses; or

(10) Restricted Payments not otherwise permitted hereby in an aggregate amount not to exceed U.S. $5.0 million (or the equivalent in other currencies);

provided that, in the case of clauses (6), (7), (8), (9) (ii) and (10), no Default has occurred and is continuing or would occur as a result thereof.

(c) Proceeds of the issuance of Qualified Equity Interests will be included under clause (3) of paragraph (a) only to the extent they are not applied as described in clause (4), (5) or (6) of paragraph (b). Restricted Payments permitted pursuant to clause (3), (4), (5), (6) or (8) will not be included in making the calculations under clause (3) of paragraph (a).

(d) Not later than the date of making any Restricted Payment, Gildemeister will deliver to the trustee an Officers' Certificate stating that the Restricted Payment is permitted and setting forth the basis upon which the calculations required by the covenant were calculated.

(e) For purposes of determining compliance with this covenant, in the event that a Restricted Payment permitted pursuant to this covenant or a Permitted Investment meets the criteria of more than one of the categories of Restricted Payment described in clauses (1) through (10) above or one or more clauses of the definition of Permitted Investments, as the case may be, Gildemeister shall be permitted to classify such Restricted Payment or Permitted Investment on the date it is made, or later reclassify all or a portion of such Restricted Payment or Permitted Investment, in any manner that complies with this covenant, and such Restricted Payment or Permitted Investment shall be treated as having been made pursuant to only one of such clauses of this covenant or of the definition of Permitted Investments., as the case may be. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment, less any amount paid, repaid, returned, distributed or otherwise received in cash in respect of such Investment.

Limitation on Liens

Gildemeister will not, and will not permit any Restricted Subsidiary to, directly or indirectly, incur or permit to exist any Lien of any nature whatsoever on any of its properties or assets, whether owned at the Issue Date or thereafter acquired, other than Permitted Liens, without effectively providing that the Notes are secured equally and ratably with (or, if the obligation to be secured by the Lien is subordinated in right of payment to the Notes or any Note Guarantee, prior to) the obligations so secured for so long as such obligations are so secured.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

(a) Except as provided in paragraph (b) below, Gildemeister will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on or in respect of any Equity Interests of the Restricted Subsidiary owned by Gildemeister or any other Restricted Subsidiary,

(2) pay any Debt or other obligation owed to Gildemeister or any other Restricted Subsidiary,

(3) make loans or advances to, or Guarantee any Debt or other obligations of, or make any Investment in, Gildemeister or any other Restricted Subsidiary, or

(4) transfer any of its property or assets to Gildemeister or any other Restricted Subsidiary.

(b) The provisions of paragraph (a) do not apply to any encumbrances or restrictions

(1) existing on the Issue Date in the indenture or any other agreements in effect on the Issue Date, and any amendments, modifications, restatements, extensions, renewals, replacements or refinancings of any of the foregoing; *provided* that the encumbrances and restrictions in the amendment, modification, restatement, extension, renewal, replacement or refinancing are, taken as a whole, in the good faith judgment of Gildemeister, no less favorable in any material respect to the noteholders than the encumbrances or restrictions being amended, modified, restated, extended, renewed, replaced or refinanced;

(2) existing under or by reason of applicable law, rule, regulation or order;

(3) existing

(A) with respect to any Person, or to the property or assets of any Person, at the time the Person is acquired by Gildemeister or any Restricted Subsidiary, or

(B) with respect to any Unrestricted Subsidiary at the time it is designated or is deemed to become a Restricted Subsidiary, which encumbrances or restrictions (i) are not applicable to any other Person or the property or assets of any other Person and (ii) were not put in place in anticipation of such event and any amendments, modifications, restatements, extensions, renewals, replacements or refinancings of any of the foregoing, *provided* that the encumbrances and restrictions in the amendment, modification, restatement, extension, renewal, replacement or refinancing are, taken as a whole, in the good faith judgment of the Gildemeister, no less favorable in any material respect to the noteholders than the encumbrances or restrictions being amended, modified, restated, extended, renewed, replaced or refinanced;

(4) of the type described in clause (a)(4) arising or agreed to in the ordinary course of business (i) that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license, conveyance or similar contract, including with respect to intellectual property, (ii) that restrict in a customary manner, pursuant to provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements, the transfer of ownership interests in, or assets of, such partnership, limited liability company, joint venture or similar Person or (iii) by virtue of any Lien on, or agreement to transfer, option or similar right with respect to any property or assets of, Gildemeister or any Restricted Subsidiary;

(5) with respect to a Restricted Subsidiary and imposed pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock of, or property and assets of, the Restricted Subsidiary that is permitted by "Limitation on Sale or Issuance of Equity Interests of Restricted Subsidiaries" and "Limitation on Asset Sales;"

(6) contained in the terms governing any Debt if (as determined in good faith by the Board of Directors) (i) the encumbrances or restrictions are ordinary and customary for a financing of that type and (ii) the encumbrances or restrictions either (x) would not, at the time agreed to, be expected to materially adversely affect the ability of Gildemeister to make payments on the Notes or (y) in the case of any Permitted Refinancing Debt, are, taken as a whole, no less favorable in any material respect to the noteholders than those contained in the agreements governing the Debt being refinanced,

(7) existing pursuant to purchase money obligations for property acquired in the ordinary course of business and Capital Leases or operating leases that impose encumbrances or restrictions discussed in clause (a)(4) above on the property so acquired or covered thereby;

(8) required pursuant to the indenture, the Notes or the Note Guarantees;

(9) covenants in a franchise or other agreement entered into in the ordinary course of business with a Manufacturer customary for franchise agreements in the vehicle retailing industry; or

(10) covenants in Inventory Debt customary for inventory financings in the automobile retailing industry.

Guarantees by Restricted Subsidiaries

If Gildemeister or any of its Restricted Subsidiaries acquires or creates a wholly-owned Chilean Restricted Subsidiary after the date of the indenture, the new wholly-owned Chilean Restricted Subsidiary must provide a Note Guarantee.

Repurchase of Notes upon a Change of Control

Not later than 30 days following the date on which a Change of Control occurs, Gildemeister will make an Offer to Purchase all outstanding Notes (in integral multiples of U.S. $1,000, provided that the principal amount of such holder's note will not be less than U.S. $150,000) at a purchase price equal to 101% of the principal amount plus any accrued and unpaid interest (including Additional Amounts, if any) thereon to the date of purchase.

An "Offer to Purchase" must be made by written offer, which will specify the principal amount of Notes subject to the offer and the purchase price. The offer must specify an expiration date (the "expiration date") not less than 30 days or more than 60 days after the date of the offer and a settlement date for purchase (the "purchase date") not more than five Business Days after the expiration date. The offer must include information concerning the business of Gildemeister and its Subsidiaries which Gildemeister in good faith believes will enable the holders to make an informed decision with respect to the Offer to Purchase. The offer will also contain instructions and materials necessary to enable holders to tender Notes pursuant to the offer.

A holder may tender all or any portion of its Notes pursuant to an Offer to Purchase, subject to the requirement that any portion of a note tendered must be in a multiple of U.S. $1,000 principal amount. Holders are entitled to withdraw Notes tendered up to the close of business on the expiration date. On the purchase date the purchase price will become due and payable on each note accepted for purchase pursuant to the Offer to Purchase, and interest on Notes purchased will cease to accrue on and after the purchase date.

Gildemeister will comply with Rule 14e-1 under the Exchange Act and all other applicable laws in making any Offer to Purchase, and the above procedures will be deemed modified as necessary to permit such compliance.

Gildemeister has agreed in the indenture that it will timely repay Debt or obtain consents as necessary under, or terminate, agreements or instruments that would otherwise prohibit an Offer to Purchase required to be made pursuant to the indenture. Notwithstanding this agreement of Gildemeister, it is important to note the following:

Future debt of Gildemeister may also prohibit Gildemeister from purchasing Notes in the event of a Change of Control, provide that a Change of Control is a default or require repurchase upon a Change of Control. Moreover, the exercise by the noteholders of their right to require Gildemeister to purchase the Notes could cause a default under other debt, even if the Change of Control itself does not, due to the financial effect of the purchase on Gildemeister.

Finally, Gildemeister's ability to pay cash to the noteholders following the occurrence of a Change of Control may be limited by Gildemeister's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make the required purchase of the Notes. See "*Risk Factors—We May Be Unable to Purchase Your Notes Upon A Change of Control*."

The phrase "all or substantially all", as used with respect to the assets of Gildemeister in the definition of "Change of Control", is subject to interpretation under applicable state law, and its applicability in a given instance would depend upon the facts and circumstances. As a result, there may be a degree of uncertainty in ascertaining whether a sale or transfer of "all or substantially all" the assets of Gildemeister has occurred in a particular instance, in which case a holder's ability to obtain the benefit of these provisions could be unclear.

Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the holder of the Notes to require that Gildemeister purchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The provisions under the indenture relating to Gildemeister's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or amended as described in "—Amendments and Waivers."

In addition, a Change of Control could result in a termination or nonrenewal of one or more of Gildemeister's franchise agreements or its other agreements with the Manufacturers.

Limitation on Asset Sales

Gildemeister will not, and will not permit any Restricted Subsidiary to, make any Asset Sale unless the following conditions are met:

(1) The Asset Sale is for fair market value, as determined in good faith by the Board of Directors.

(2) At least 75% of the consideration consists of cash received at closing or Additional Assets or any combination of the foregoing. For purposes of this clause (2), the assumption by the purchaser of Debt or other obligations (other than Subordinated Debt) of Gildemeister or a Restricted Subsidiary pursuant to a customary novation agreement, and instruments or securities received from the purchaser that are promptly, but in any event within 90 days of the closing, converted by Gildemeister to cash, to the extent of the cash actually so received, shall be considered cash received at closing.

(3) Within 360 days after the receipt of any Net Cash Proceeds from an Asset Sale, the Net Cash Proceeds may be used

(A) to permanently repay secured Debt of Gildemeister or a Guarantor or any Debt of a Restricted Subsidiary that is not a Guarantor (and in the case of a revolving credit, permanently reduce the commitment thereunder by such amount), in each case owing to a Person other than Gildemeister or any Restricted Subsidiary, or

(B) to acquire all or substantially all of the assets of a Permitted Business, or a majority of the Voting Stock of another Person that thereupon becomes a Restricted Subsidiary engaged in a Permitted Business, or to make capital expenditures or otherwise acquire long-term assets that are to be used in a Permitted Business.

A binding commitment to make an acquisition referred to in clause (B) shall be treated as a permitted application of the Net Cash Proceeds from the date of such commitment; *provided* that (x) such investment is consummated within 180 days of the end of the 360 day period referred to in the first sentence of this clause (3), and (y) if such acquisition is not consummated within the period set forth in subclause (x) or such binding commitment is terminated, the Net Cash Proceeds not so applied will be deemed to be Excess Proceeds (as defined below). For the avoidance of doubt, pending application thereof in accordance with this covenant, the Company or any Restricted Subsidiary may use any Net Cash Proceeds from an Asset Sale for general corporate purposes prior to the end of the 360-day period referred to in the first sentence of this clause (3)

(4) The Net Cash Proceeds of an Asset Sale not applied pursuant to clause (3) within 360 days of the Asset Sale constitute "Excess Proceeds." Excess Proceeds of less than U.S. $15.0

million (or the equivalent in other currencies) will be carried forward and accumulated. When accumulated Excess Proceeds equals or exceeds such amount, Gildemeister must, within 30 days, make an Offer to Purchase Notes having a principal amount equal to

(A) accumulated Excess Proceeds, multiplied by

(B) a fraction (x) the numerator of which is equal to the outstanding principal amount of the Notes and (y) the denominator of which is equal to the outstanding principal amount of the Notes and all *pari passu* Debt similarly required to be repaid, redeemed or tendered for in connection with the Asset Sale,

rounded down to the nearest U.S. $1,000. The purchase price for the Notes will be 100% of the principal amount plus accrued interest to the date of purchase. If the Offer to Purchase is for less than all of the outstanding Notes and Notes in an aggregate principal amount in excess of the purchase amount are tendered and not withdrawn pursuant to the offer, Gildemeister will purchase Notes having an aggregate principal amount equal to the purchase amount on a pro rata basis, with adjustments so that only Notes in multiples of U.S. $1,000 principal amount will be purchased provided that the principal amount of such tendering holder's note will not be less than U.S. $150,000. Upon completion of the Offer to Purchase, Excess Proceeds will be reset at zero, and any Excess Proceeds remaining after consummation of the Offer to Purchase may be used for any purpose not otherwise prohibited by the indenture.

If at any time any non-cash consideration received by Gildemeister or any Restricted Subsidiary, as the case may be, in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any non-cash consideration), the conversion or disposition will be deemed to constitute an Asset Sale hereunder and the Net Cash Proceeds thereof will be applied in accordance with this covenant within 360 days of conversion or disposition.

Gildemeister will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent any such rule, laws and regulations are applicable in connection with the purchase of Notes pursuant to an Offer to Purchase. To the extent that the provisions of any applicable securities laws or regulations conflict with the "Asset Sale" provisions of the indenture, Gildemeister will comply with these laws and regulations and will not be deemed to have breached its obligations under the "Asset Sale" provisions of the indenture by doing so.

Limitation on Transactions with Affiliates

(a) Gildemeister will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into, renew or extend any transaction or arrangement including the purchase, sale, lease or exchange of property or assets, or the rendering of any service with any Affiliate of Gildemeister or any Restricted Subsidiary (a "Related Party Transaction"), except upon fair and reasonable terms that are not materially less favorable to Gildemeister or the Restricted Subsidiary (as reasonably determined by the Board of Directors of Gildemeister) than could be obtained in a comparable arm's-length transaction with a Person that is not an Affiliate of Gildemeister.

(b) Prior to entering into any Related Party Transaction or series of Related Party Transactions with an aggregate value in excess of U.S. $10.0 million (or the equivalent in other currencies), Gildemeister must obtain and deliver to the trustee a favorable written opinion from a nationally recognized (in the relevant jurisdiction) Independent Financial Advisor as to the fairness of the transaction to Gildemeister and its Restricted Subsidiaries from a financial point of view.

(c) The foregoing paragraphs do not apply to

(1) any transaction between Gildemeister and any of its Restricted Subsidiaries or between Restricted Subsidiaries of Gildemeister;

(2) the payment of reasonable and customary regular fees to directors of Gildemeister who are not employees of Gildemeister;

(3) any Restricted Payments of a type described in one of the first two bullet points in paragraph (a) under "Limitation on Restricted Payments" if permitted by that covenant;

(4) transactions or payments pursuant to any employee, officer or director compensation or benefit plans or arrangements entered into in the ordinary course of business;

(5) transactions pursuant to any contract or agreement in effect on the date of the indenture, as amended, modified or replaced from time to time so long as the amended, modified or new agreements, taken as a whole, are not materially less favorable to Gildemeister and its Restricted Subsidiaries (as reasonably determined by the Board of Directors of Gildemeister) than those in effect on the date of the indenture;

(6) any purchase of vehicles or heavy machinery from third parties through importation and distribution contracts held by Fortaleza S.A. or Comercial Gildemeister S.A. (including any receivables in respect thereof); *provided* that Fortaleza S.A. or Comercial Gildemeister, S.A., as the case may be, does not receive any commission, premium or other form of compensation, remuneration or profit in respect of such transactions;

(7) (x) any sale of vehicle or heavy machinery inventory to Fortaleza S.A. or Comercial Gildemeister S.A. at the book value thereof; *provided* that Gildemeister or the applicable Restricted Subsidiary repurchases such inventory at the book value thereof from Fortaleza S.A. or Comercial Gildemeister S.A., as the case may be, within 180 days of such sale (an "Affiliated Vehicle Repo Transaction") and (y) any repurchase of vehicle or heavy machinery inventory from Fortaleza S.A. or Comercial Gildemeister S.A., as the case may be, in connection with an Affiliated Vehicle Repo Transaction;

(8) any sale of vehicles by Gildemeister or any Restricted Subsidiary to Fortaleza at fair market value that are sold by Fortaleza to the government of Chile or any subdivision or agency thereof within 180 days;

(9) any purchases by Gildemeister or any Restricted Subsidiary of third-party after-market accessories from third parties through contracts held by RTC S.A. and the subsequent consignment thereof to RTC S.A.; *provided* that RTC S.A. does not receive any commission, premium or other form of compensation, remuneration or profit in respect of such transactions other than in respect of Special Outlet Sales;

(10) solely with respect to clause (b) above, the consignment of used vehicles by Gildemeister or any Restricted Subsidiary to Carmeister S.A.

Line of Business

Gildemeister will not, and will not permit any of its Restricted Subsidiaries, to engage in any business other than a Permitted Business, except to an extent that so doing would not be material to Gildemeister and its Restricted Subsidiaries, taken as a whole.

Designation of Restricted and Unrestricted Subsidiaries

(a) The Board of Directors may designate any Subsidiary, including a newly acquired or created Subsidiary, to be an Unrestricted Subsidiary if it meets the following qualifications and the designation would not cause a Default.

(1) Such Subsidiary does not own any Capital Stock of Gildemeister or any Restricted Subsidiary or hold any Debt of, or any Lien on any property of, Gildemeister or any Restricted Subsidiary.

(2) At the time of the designation, the designation would be permitted under "Limitation on Restricted Payments."

(3) To the extent the Debt of the Subsidiary is not Non-Recourse Debt, any Guarantee or other credit support thereof by Gildemeister or any Restricted Subsidiary is permitted under "Limitation on Debt and Disqualified or Preferred Stock" and "Limitation on Restricted Payments."

(4) The Subsidiary is not party to any transaction or arrangement with Gildemeister or any Restricted Subsidiary that would not be permitted under "Limitation on Transactions with Affiliates."

(5) Neither Gildemeister nor any Restricted Subsidiary has any obligation to subscribe for additional Equity Interests of the Subsidiary or to maintain or preserve its financial condition or cause it to achieve specified levels of operating results, except to the extent permitted by "Limitation on Debt and Disqualified or Preferred Stock" and "Limitation on Restricted Payments."

Once so designated the Subsidiary will remain an Unrestricted Subsidiary, subject to paragraph (b).

(b) (1) A Subsidiary previously designated an Unrestricted Subsidiary which fails to meet the qualifications set forth in paragraph (a) will be deemed to become at that time a Restricted Subsidiary, subject to the consequences set forth in paragraph (d).

(2) The Board of Directors may designate an Unrestricted Subsidiary to be a Restricted Subsidiary if the designation would not cause a Default.

(c) Upon a Restricted Subsidiary becoming an Unrestricted Subsidiary,

(1) all existing Investments of Gildemeister and the Restricted Subsidiaries therein (valued at Gildemeister's proportional share of the fair market value of its assets less liabilities) will be deemed made at that time;

(2) all existing transactions between it and Gildemeister or any Restricted Subsidiary will be deemed entered into at that time;

(3) it is released at that time from its Note Guarantee, if any; and

(4) it will cease to be subject to the provisions of the indenture as a Restricted Subsidiary.

(d) Upon an Unrestricted Subsidiary becoming, or being deemed to become, a Restricted Subsidiary,

(1) all of its Debt and Disqualified or Preferred Stock will be deemed Incurred at that time for purposes of "Limitation on Debt and Disqualified or Preferred Stock", but will not be considered the sale or issuance of Equity Interests for purposes of "Limitation on Sale or Issuance of Equity Interests of Restricted Subsidiaries" or "Limitation on Asset Sales";

(2) Investments therein previously charged under "Limitation on Restricted Payments" will be credited thereunder;

(3) it may be required to issue a Note Guarantee pursuant to "Guarantees by Restricted Subsidiaries"; and

(4) it will thenceforward be subject to the provisions of the indenture as a Restricted Subsidiary.

(e) Any designation by the Board of Directors of a Subsidiary as a Restricted Subsidiary or Unrestricted Subsidiary will be evidenced to the trustee by promptly filing with the trustee a copy of the Board Resolution giving effect to the designation and an Officers' Certificate certifying that the designation complied with the foregoing provisions.

(f) The designation of a Subsidiary of Gildemeister as an Unrestricted Subsidiary will be deemed to include the designation of all of the Subsidiaries of such Subsidiary.

Anti-Layering

Neither Gildemeister nor any Guarantor may Incur any Debt that is subordinated in right of payment to other Debt of Gildemeister or the Guarantor unless such Debt is also subordinated in right of payment to the Notes or the relevant Note Guarantee on substantially identical terms. This does not apply to distinctions between categories of Debt that exist by reason of any Liens or Guarantees securing or in favor of some but not all of such Debt.

For so long as any of the Notes remain outstanding and constitute "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, Gildemeister will furnish to the holders of the Notes and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Reports to Holders

Gildemeister will furnish or cause to be furnished to the trustee in electronic form (for distribution only upon the request of any holder that desires to receive the applicable reports, information or documents):

(1) as soon as they are available, but in any event within 60 calendar days after the end of each of the first, second and third fiscal quarters of Gildemeister, copies of its unaudited financial statements (on a consolidated basis) in respect of the relevant period (including a profit and loss account, balance sheet and cash flow statement), in English, prepared on a basis consistent with the audited financial statements of Gildemeister and in accordance with Chilean GAAP, together with a certificate signed by the person then authorized to sign financial statements on behalf of Gildemeister to the effect that such financial statements are true in all material respects and present fairly the financial position of Gildemeister as at the end of, and the results of its operations for, the relevant quarterly period; and

(2) as soon as they are available, but in any event within 120 calendar days after the end of each fiscal year of Gildemeister, copies of its audited financial statements (on a consolidated basis) in

respect of such fiscal year (including a profit and loss account, balance sheet and cash flow statement), in English, prepared in accordance with Chilean GAAP and audited by a member firm of an internationally recognized firm of independent accountants.

Each annual report will include a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and be accompanied by an Officers' Certificate to the effect that (A) the financial statements contained in such report fairly present, in all material respects, the consolidated financial condition Gildemeister and its Subsidiaries as of the date of such financial statement and the results of their operations for the period covered thereby; and (B) such financial statements have been prepared in accordance with Chilean GAAP.

Delivery of such reports, information and documents to the trustee is for informational purposes only and the trustee's receipt of such reports shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including Gildemeister's or any other Person's compliance with any of its covenants under the indenture or the Notes (as to which the trustee is entitled to rely exclusively on Officers' Certificates).

Reports to Trustee

Gildemeister will deliver to the trustee

(1) within 120 days after the end of each fiscal year a certificate stating that Gildemeister has fulfilled its obligations under the indenture or, if there has been a Default, specifying the Default and its nature and status;

(2) as soon as possible and in any event within 30 days after Gildemeister becomes aware of the occurrence of a Default, an Officers' Certificate setting forth the details of the Default, and the action which Gildemeister proposes to take with respect thereto; and

(3) within 120 days after the end of each fiscal year of Gildemeister a written statement by Gildemeister's independent public accountants stating whether, in connection with their audit examination, any Default has come to their attention and, if such a Default has come to their attention, specifying the nature and period of the existence thereof.

Consolidation, Merger or Sale of Assets

Company

(a) Gildemeister will not, in a single transaction or series of related transactions, consolidate with or merge with or into any Person, or sell, convey, transfer, or otherwise dispose of (or cause or permit any Restricted Subsidiary to sell, assign, transfer, convey or otherwise dispose of) all or substantially all of its assets as an entirety or substantially an entirety (determined on a consolidated basis for Gildemeister and its Restricted Subsidiaries), to any Person or permit any Person to merge with or into Gildemeister unless:

(1) either (x) Gildemeister is the continuing Person or (y) the resulting, surviving or transferee Person is a corporation organized and validly existing under the laws of Chile or the United States of America or any jurisdiction thereof and expressly assumes by supplemental indenture all of the obligations of Gildemeister under the indenture and the Notes;

(2) immediately after giving effect to the transaction, no Default has occurred and is continuing;

(3) immediately after giving effect to the transaction on a pro forma basis, either (x) Gildemeister or the resulting surviving or transferee Person could Incur at least U.S. $1.00 of Debt under paragraph (a) under "Limitation on Debt and Disqualified or Preferred Stock" or (y) the Fixed Charge Coverage Ratio of Gildemeister or the resulting surviving or transferee Person is not worse than the Fixed Charge Coverage Ratio of Gildemeister without giving effect to the transaction; and

(4) Gildemeister delivers to the trustee an Officers' Certificate and an Opinion of Counsel, each stating that the consolidation, merger or transfer and the supplemental indenture (if any) comply with the indenture;

provided, that clauses (2) through (3) do not apply (i) to the consolidation or merger of Gildemeister with or into a Restricted Subsidiary or the consolidation or merger of a Restricted Subsidiary with or into Gildemeister or (ii) if, in the good faith determination of the Board of Directors of Gildemeister, whose determination is evidenced by a Board Resolution, the sole purpose of the transaction is to change the jurisdiction of incorporation of Gildemeister.

(b) Gildemeister shall not lease all or substantially all of its assets, whether in one transaction or a series of transactions, to one or more other Persons.

(c) Upon the consummation of any transaction effected in accordance with these provisions, if Gildemeister is not the continuing Person, the resulting, surviving or transferee Person will succeed to, and be substituted for, and may exercise every right and power of, Gildemeister under the indenture and the Notes with the same effect as if such successor Person had been named as Gildemeister in the indenture. Upon such substitution, except in the case of a sale, conveyance, transfer or disposition of less than all its assets, Gildemeister will be released from its obligations under the indenture and the Notes.

(d) If Gildemeister is organized under the laws of Chile and merges into a corporation that is (or the resulting surviving or transferee Person is) organized under the laws of the United States, any State thereof or the District of Columbia, Gildemeister or the resulting surviving or transferee Person will have delivered to the trustee:

(1) an Opinion of Counsel from U.S. counsel to the effect that holders of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the transaction and will be subject to U.S. federal income tax in the same manner and on the same amounts (assuming solely for this purpose that no Additional Amounts are required to be paid on the Notes) and at the same times as would have been the case if the transaction had not occurred; and

(2) an Opinion of Counsel from Chilean counsel to the effect that holders of the Notes will not recognize income, gain or loss for Chilean income tax purposes as a result of the transaction and will be subject to Chilean income taxes in the same manner and on the same amounts (assuming solely for this purpose that no Additional Amounts are required to be paid on the Notes) and at the same times as would have been the case if the transaction had not occurred.

Guarantors

No Guarantor may, in a single transaction or series of related transactions,

- consolidate with or merge with or into any Person, or
- sell, convey, transfer or dispose of, all or substantially all its assets as an entirety or substantially as an entirety, to any Person, or
- permit any Person to merge with or into the Guarantor

unless:

(A) the other Person is Gildemeister or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction); or

(B) (1) either (x) the Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes by supplemental indenture all of the obligations of the Guarantor under its Note Guarantee; and

(2) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(C) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (in each case other than to Gildemeister or a Restricted Subsidiary) otherwise permitted by the indenture.

Notices

Notices to holders of Notes will be mailed to them at their registered addresses.

In addition, from and after the date the Notes are listed on Luxembourg Stock Exchange for trading on the Euro MTF market and if it is required by the rules of such exchange, all notices to holders of Notes will be published in English:

(1) in a leading newspaper having a general circulation in Luxembourg (which currently is expected to be *Luxemburger Wort*); or

(2) if such Luxembourg publication is not practicable, in one other leading English language newspaper being published on each day in morning editions, whether or not it will be published in Saturday, Sunday or holiday editions.

Notices will be deemed to have been given on the date of mailing or of publication as aforesaid or, if published on different dates, on the date of the first such publication.

In addition, we may also from time to time publish notices on the website of the Luxembourg Stock Exchange at www.bourse.lu.

Default and Remedies

Events of Default

An "Event of Default" occurs if:

(1) Gildemeister defaults in the payment of the principal of any note when the same becomes due and payable at maturity, upon acceleration or redemption, or otherwise (other than pursuant to an Offer to Purchase);

(2) Gildemeister defaults in the payment of interest (including any Additional Amounts) on any note when the same becomes due and payable, and the default continues for a period of 30 days;

(3) Gildemeister fails to make an Offer to Purchase and thereafter accept and pay for Notes tendered when and as required pursuant to "Repurchase of Notes Upon a Change of Control" or "Limitation on Asset Sales," or Gildemeister or any Guarantor fails to comply with "Consolidation, Merger or Sale of Assets";

(4) Gildemeister defaults in the performance of or breaches any other covenant or agreement of Gildemeister in the indenture or under the Notes and the default or breach continues for a period of 60 consecutive days after written notice to Gildemeister by the trustee or to Gildemeister and the trustee by the holders of 25% or more in aggregate principal amount of the Notes;

(5) there occurs with respect to any Debt of Gildemeister or any of its Restricted Subsidiaries having an outstanding principal amount of U.S. $40.0 million (or the equivalent in other currencies) or more in the aggregate for all such Debt of all such Persons (i) an event of default that results in such Debt being due and payable prior to its scheduled maturity or (ii) failure to make a principal payment when due and such defaulted payment is not made, waived or extended within the applicable grace period;

(6) one or more final judgments or orders for the payment of money are rendered against Gildemeister or any of its Restricted Subsidiaries and are not paid or discharged, and there is a period of 60 consecutive days following entry of the final judgment or order that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged against all such Persons to exceed U.S. $40.0 million (or the equivalent in other currencies) (in excess of amounts which Gildemeister's insurance carriers have agreed to pay under applicable policies) during which a stay of enforcement, by reason of a pending appeal or otherwise, is not in effect;

(7) certain bankruptcy defaults occur with respect to Gildemeister or any Chilean Restricted Subsidiary; or

(8) any Note Guarantee ceases to be in full force and effect, other than in accordance the terms of the indenture, or a Guarantor denies or disaffirms its obligations under its Note Guarantee.

Consequences of an Event of Default

If an Event of Default, other than a bankruptcy default with respect to Gildemeister, occurs and is continuing under the indenture, the trustee or the holders of at least 25% in aggregate principal amount of the Notes then outstanding, by written notice to Gildemeister (and to the trustee if the notice is given by the holders), may, and the trustee at the request of such holders shall, declare the principal of and accrued interest on the Notes to be immediately due and payable. Upon a declaration of acceleration, such principal and interest will become immediately due and payable. If a bankruptcy default occurs with respect to Gildemeister, the principal of and accrued interest on the Notes then outstanding will become immediately due and payable without any declaration or other act on the part of the trustee or any holder.

The holders of a majority in principal amount of the outstanding Notes by written notice to Gildemeister and to the trustee may waive all past defaults and rescind and annul a declaration of acceleration and its consequences if

(1) all existing Events of Default, other than the nonpayment of the principal of, premium, if any, and interest (including Additional Amounts) on the Notes that have become due solely by the declaration of acceleration, have been cured or waived, and

(2) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

Except as otherwise provided in "—*Consequences of an Event of Default*" or "—*Amendments and Waivers—Amendments with Consent of Holders*," the holders of a majority in principal amount of the outstanding Notes may, by written notice to the trustee, waive an existing Default and its consequences. Upon such waiver, the Default will cease to exist, and any Event of Default arising therefrom will be deemed to have been cured, but no such waiver will extend to any subsequent or other Default or impair any right consequent thereon.

The holders of a majority in principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee. However, the trustee may refuse to follow any direction that conflicts with law or the indenture, that may involve the trustee in personal liability, or that the trustee determines in good faith may be unduly prejudicial to the rights of holders of Notes not joining in the giving of such direction, and may take any other action it deems proper that is not inconsistent with any such direction received from holders of Notes.

A holder may not institute any proceeding, judicial or otherwise, with respect to the indenture or the Notes, or for the appointment of a receiver or trustee, or for any other remedy under the indenture or the Notes, unless:

(1) the holder has previously given to the trustee written notice of a continuing Event of Default;

(2) holders of at least 25% in aggregate principal amount of outstanding Notes have made written request to the trustee to institute proceedings in respect of the Event of Default in its own name as trustee under the indenture;

(3) holders have offered to the trustee indemnity and/or security reasonably satisfactory to the trustee against any costs, liabilities or expenses to be incurred in compliance with such request;

(4) the trustee for 60 days after its receipt of such notice, request and offer of indemnity and/or security has failed to institute any such proceeding; and

(5) during such 60-day period, the holders of a majority in aggregate principal amount of the outstanding Notes have not given the trustee a direction that is inconsistent with such written request.

Notwithstanding anything to the contrary, the right of a holder of a note to receive payment of principal of or interest on its note on or after the Stated Maturities thereof, or to bring suit for the enforcement of any such payment on or after such dates, may not be impaired or affected without the consent of that holder.

If any Default occurs and is continuing and is known to the trustee, the trustee will send notice of the Default to each holder within 90 days after it occurs, unless the Default has been cured; *provided* that, except in the case of a default in the payment of the principal of or interest on any note, the trustee may withhold the notice if and so long as the board of directors, the executive committee or a trust committee of directors of the trustee in good faith determine that withholding the notice is in the interest of the holders.

A Default under the Notes, unless cured or waived, could trigger certain Manufacturer's rights to acquire some of our dealerships.

No Liability of Directors, Officers, Employees, Incorporators, Members and Stockholders

No director, officer, employee, incorporator, member or stockholder of Gildemeister or any Guarantor, as such, will have any liability for any obligations of Gildemeister or such Guarantor under the Notes, any Note Guarantee or the indenture or for any claim based on, in respect of, or by reason of, such obligations. Each holder of Notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. This waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Amendments and Waivers

Amendments Without Consent of Holders

Gildemeister and the trustee upon the trustee's receipt of an Officers' Certificate and an Opinion of Counsel confirming compliance with the requirements of the indenture, may amend or supplement the indenture or the Notes without notice to or the consent of any noteholder

(1) to cure any ambiguity, defect or inconsistency in the indenture or the Notes, provided that such actions pursuant to this clause (1) do not materially and adversely affect the interests of the holders;

(2) to comply with "Consolidation, Merger or Sale of Assets;"

(3) to evidence and provide for the acceptance of an appointment by a successor trustee;

(4) to provide for uncertificated Notes in addition to or in place of certificated Notes, *provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code;

(5) to provide for any Guarantee of the Notes, to secure the Notes or to confirm and evidence the release, termination or discharge of any Guarantee of or Lien securing the Notes when such release, termination or discharge is permitted by the indenture;

(6) to provide for or confirm the issuance of additional Notes;

(7) to make any other change that does not materially and adversely affect the rights of any holder; or

(8) to conform any provision to this "Description of the Notes" to the extent such provision of this "Description of the Notes" was intended to be a verbatim recitation of a provision in the indenture or the Notes.

Amendments With Consent of Holders

(a) Except as otherwise provided in "—Default and Remedies—Consequences of a Default" or paragraph (b), Gildemeister and the trustee upon the trustee's receipt of an Officers' Certificate and an Opinion of Counsel confirming compliance with the requirements of the indenture, may amend the indenture and the Notes with the written consent of the holders of a majority in principal amount of the outstanding Notes and the holders of a majority in principal amount of the outstanding Notes may waive future compliance by Gildemeister with any provision of the indenture or the Notes.

(b) Notwithstanding the provisions of paragraph (a), without the consent of each holder affected, an amendment or waiver may not

(1) reduce the principal amount of or change the Stated Maturity of any installment of principal of any note,

(2) reduce the rate of or change the Stated Maturity of any interest payment on any note,

(3) reduce the amount payable upon the redemption of any note or change the time of any mandatory redemption or, in respect of an optional redemption, the times at which any note may be redeemed or, once notice of redemption has been given, the time at which it must thereupon be redeemed,

(4) after the time an Offer to Purchase is required to have been made, reduce the purchase amount or purchase price, or extend the latest expiration date or purchase date thereunder,

(5) make any note payable in money other than that stated in the note,

(6) impair the right of any holder of Notes to receive any principal payment or interest payment on such holder's Notes, on or after the Stated Maturity thereof, or to institute suit for the enforcement of any such payment,

(7) make any change in the percentage of the principal amount of the Notes required for amendments or waivers,

(8) modify or change any provision of the indenture affecting the ranking of the Notes or any Note Guarantee in a manner adverse to the holders of the Notes,

(9) make any change in any Note Guarantee that would adversely affect the noteholders, or

(10) make any change in the provisions of the indenture described under "—Additional Amounts" that adversely affects the rights of any holder or amend the terms of the Notes in a way that would result in a loss of exemption from any applicable taxes.

It is not necessary for noteholders to approve the particular form of any proposed amendment, supplement or waiver, but is sufficient if their consent approves the substance thereof.

Neither Gildemeister nor any of its Subsidiaries or Affiliates may, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the indenture or the Notes unless such consideration is offered to be paid or agreed to be paid to all holders of the Notes that consent, waive or agree to amend such term or provision within the time period set forth in the solicitation documents relating to the consent, waiver or amendment.

Defeasance and Discharge

Gildemeister may discharge its obligations under the Notes and the indenture by irrevocably depositing in trust with the trustee money or U.S. Government Obligations sufficient to pay principal of and interest on the Notes to maturity or redemption within sixty days, subject to meeting certain other conditions.

Gildemeister may also elect to

(1) discharge most of its obligations in respect of the Notes and the indenture, not including obligations related to the defeasance trust or to the replacement of Notes or its obligations to the trustee ("legal defeasance") or

(2) discharge its obligations under most of the covenants and under clauses (3) and (4) of "Consolidation, Merger or Sale of Assets" (and the events listed in clauses (3), (4), (5), (6) and (8) under "—Default and Remedies—Events of Default" will no longer constitute Events of Default) ("covenant defeasance")

by irrevocably depositing in trust with the trustee money or U.S. Government Obligations sufficient to pay principal of and interest on the Notes to maturity or redemption and by meeting certain other conditions, including delivery to the trustee of either a ruling received from the Internal Revenue Service (the "IRS") or an Opinion of Counsel to the effect that the holders will not recognize income, gain or loss for federal income tax purposes as a result of the defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times as would otherwise have been the case. The defeasance would in each case be effective when 123 days have passed since the date of the deposit in trust.

In the case of either discharge or defeasance, the Note Guarantees, if any, will terminate.

Trustee, Registrar, Paying Agent and Transfer Agent for the Notes

Deutsche Bank Trust Company Americas is the trustee under the indenture. The principal office of the trustee is at 60 Wall Street, 27th Floor, NYC60-2710, New York, NY, 10005-2836. The trustee will initially act as registrar and New York paying agent and transfer agent. So long as the Notes are listed on the Luxembourg Stock Exchange for trading on the Euro MTF market, Gildemeister will also maintain a listing agent, registrar, paying agent and transfer agent in Luxembourg. Gildemeister may change the registrar, paying agents or transfer agents without prior notice to the holders of the Notes, and Gildemeister or any of its Subsidiaries may act as registrar, paying agent or transfer agent. Any change in respect of such agents will be published in accordance with "—Notices."

Except during the continuance of an Event of Default, the trustee need perform only those duties that are specifically set forth in the indenture and no others, and no implied covenants or obligations will be read into the indenture against the trustee. In case an Event of Default has occurred and is continuing, the trustee shall exercise those rights and powers vested in it by the indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. No provision of the indenture will require the trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties thereunder, or in the exercise of its rights or powers, unless it receives indemnity and/or security satisfactory to it against any loss, liability or expense.

The indenture contains limitations on the rights of the trustee, should it become a creditor of any obligor on the Notes, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee is permitted to engage in other transactions with Gildemeister and its Affiliates; provided that if it acquires any conflicting interest it must either eliminate the conflict within 90 days or resign.

Form, Denomination and Title

The Notes were issued in registered form, without interest coupons, in minimum denominations of U.S. $150,000 and integral multiples of U.S. $1,000 in excess thereof. No service charge will be made for any registration of transfer or exchange of Notes, but Gildemeister or trustee or other agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Notes will be represented by a Restricted Global Note (as defined below) and a Regulation S Global Note (as defined below) (each sometimes referred to herein as a "Global Note" and together sometimes referred to herein as the "Global Notes").

Notes sold in reliance on Rule 144A under the Securities Act initially will be represented by one or more Global Notes in fully registered form without interest coupons (the "Restricted Global Note") and will be deposited with the trustee as custodian for DTC and registered in the name of DTC or its nominee.

Notes sold outside the United States in reliance on Regulation S of the Securities Act will be represented by one or more Global Notes in fully registered form without interest coupons (the "Regulation S Global Note") and will be deposited with the trustee as custodian for DTC, and registered in the name of DTC or its nominee for the accounts of Euroclear and Clearstream (as indirect participants in DTC).

The Restricted Global Note and Regulation S Global Note will be subject to certain restrictions on transfer and will bear a legend to that effect as described under 'Transfer Restrictions."

Transfers of a note or beneficial interest therein to a person who takes delivery in the form of a Restricted Global Note or beneficial interest therein may be made only upon receipt by the trustee of a written certification from the transferor (in the form provided in the indenture) to the effect that such transfer is being made to a person that the transferor reasonably believes is a qualified institutional buyer (as defined in Rule 144A under the Securities Act) in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

Transfers of a note or beneficial interest therein to a person who takes delivery in the form of a Regulation S Global Note or beneficial interest therein may be made only upon receipt by the trustee of a written certification from the transferor (in the form provided in the indenture) to the effect that such transfer is being made in accordance with Rules 903 and 904 of Regulation S.

Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such an interest.

Gildemeister will initially appoint the trustee at its office in New York City specified herein as registrar and New York paying agent and transfer agent for the Notes. In such capacities, the trustee will be responsible for, among other things, (i) maintaining a record of the aggregate holdings of Notes represented by the Global Notes and accepting Notes for exchange and registration of transfer, (ii) ensuring that payments of principal, premium, if any, and interest in respect of the Notes received by the trustee from Gildemeister are duly paid to DTC or its nominee and (iii) transmitting to Gildemeister any notices from noteholders.

Global Notes

Upon the issuance of a Restricted Global Note and a Regulation S Global Note, DTC or its custodian will credit, on its internal system, the respective principal amount of the individual beneficial interests represented by such Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the Initial Purchasers. Ownership of beneficial interests in a Global Note will be limited to persons who have accounts with DTC ("DTC Participants") or persons who hold interests through DTC Participants. Ownership of beneficial interests in the Global Notes will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of DTC Participants) and the records of DTC Participants (with respect to interests of persons other than DTC Participants).

Investors may hold their interests in a Regulation S Global Note directly through Euroclear or Clearstream, if they are participants in such systems, or indirectly through organizations that are participants in such systems. Euroclear and Clearstream will hold interests in the Regulation S Global Note on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries, which in turn will hold such interests in the Regulation S Global Note in customers' securities accounts in the depositaries' names on the books of DTC. Investors that are qualified institutional buyers may hold their interests in Restricted Global Notes directly through DTC if they are DTC Participants, or indirectly through organizations that are DTC Participants.

Payments of the principal, premium, if any, and interest in respect of Notes represented by a Global Note registered in the name of DTC or its nominee will be made to DTC or its nominee, as the case may be, as the registered owner of the Global Note representing such Notes. None of Gildemeister, the trustee or any 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 the Global Notes or for maintaining, supervising, or reviewing any records relating to such beneficial ownership interests. Gildemeister expects that DTC or its nominee, upon receipt of any payment of principal, premium, if any, and interest in respect of a Global Note representing any Notes held by it or its nominee, will immediately credit DTC Participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Note as shown on the records of DTC or its nominee. Gildemeister also expects that payments by DTC Participants to owners of beneficial interests in such Global Note held through such DTC Participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such DTC Participants.

Transfers between DTC Participants will be effected in accordance with DTC rules and procedures and will be settled in same-day funds. Transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and procedures.

The laws of some jurisdictions require that certain persons take physical delivery of securities in certificated form. Consequently, the ability to transfer beneficial interests in a Global Note to such persons may be limited because DTC can only act on behalf of DTC Participants, who in turn act on behalf of indirect participants and certain banks. Accordingly, the ability of a person having a beneficial interest in a Global Note to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of each interest, may be affected by the lack of a physical certificate for such interest.

Subject to compliance with the transfer restrictions applicable to the Notes described above and under "Transfer Restrictions," cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream participants, on the other, will be effected in DTC in accordance with DTC rules and procedures on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with its rules and procedures and within its established deadlines. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in Regulation S Global Notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a DTC Participant will be credited during the securities settlement processing day (which must be a business day for Euroclear or Clearstream, as the case may be) immediately following the DTC settlement date, and the credit of any transactions in interests in a Global Note settled during such processing will be reported to the relevant Euroclear or Clearstream participant on such day. Cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a DTC Participant will be received with value on the DTC settlement date but will be available in the relevant Euroclear or Clearstream cash account only as of the business day following settlement in DTC.

DTC has advised Gildemeister that it will take any action permitted to be taken by a Holder of Notes (including, without limitation, the presentation of Notes for transfer, exchange or conversion as described below) only at the direction of one or more DTC Participants to whose account with DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of the Notes as to which such Participant or Participants has or have given such direction. However, in the limited circumstances described herein, DTC will exchange the Global Notes for Notes in certificated form, which it will distribute to DTC Participants. See "—*Certificated Notes*."

DTC has advised Gildemeister as follows: DTC will act as the depositary for the Notes. The Notes were issued as fully registered senior Notes registered in the name of Cede & Co., which is DTC's partnership nominee. Fully registered Global Notes were issued for the Notes, in the aggregate principal amount of the issue, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among participants of securities transactions, including transfers and pledges, in deposited securities through electronic computerized book-entry changes to participants' accounts, thereby eliminating the need for physical movement of Notes certificates. Direct participants of DTC include securities brokers and dealers, including the initial purchasers of the Notes, banks, trust companies, clearing corporations and certain other organizations. DTC is owned by a number of its direct participants and by the New York Stock Exchange, Inc. and the Financial Industry Regulatory Authority, Inc. Access to DTC's system is also available to indirect participants, which includes securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. The rules applicable to DTC and its participants are on file with the SEC.

To facilitate subsequent transfers, all Global Notes representing the Notes which are deposited with, or on behalf of, DTC are registered in the name of DTC's nominee, Cede & Co. The deposit of Global Notes with, or on behalf of, DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the Global Notes representing the Notes; DTC's records reflect only the identity of the direct participants to whose accounts the Notes are credited, which may or may not be the beneficial owners. The participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. will consent or vote with respect to the Global Notes representing the Notes. Under its usual procedure, DTC mails an omnibus proxy to Gildemeister as soon as possible after the applicable record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the Notes are credited on the applicable record date (identified in a listing attached to the omnibus proxy).

DTC may discontinue providing its services as securities depositary with respect to the Notes at any time by giving reasonable notice to Gildemeister or the trustee. Under such circumstances, in the event that a successor securities depositary is not obtained, certificated Notes are required to be printed and delivered. See "—*Certificated Notes*."

Gildemeister may decide to discontinue use of the system of book-entry transfers through DTC or a successor securities depositary. In that event, certificated Notes will be printed and delivered. See "—*Certificated Notes*."

Although DTC, Euroclear and Clearstream have agreed to the procedures described above in order to facilitate transfers of interests in the Global Notes among participants of DTC, Euroclear and Clearstream, they are under no obligation to perform or continue to perform these procedures, and these procedures may be discontinued at any time. Neither the trustee nor Gildemeister will have any liability or responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Certificated Notes

If DTC is at any time unwilling or unable to continue as a depositary for the reasons set forth under "— Global Notes" above and a successor depositary is not appointed by Gildemeister within 90 days, Gildemeister elects to discontinue use of the system of book-entry transfers through DTC or a successor securities depository, or an Event of Default has occurred and is continuing with respect to the Notes, then, upon surrender by DTC of the global notes, Gildemeister will issue individual definitive notes in certificated form, having the same terms and conditions and which will have the same aggregate principal amount, in registered form in exchange for Regulation S Global Notes and Restricted Global Notes, as the case may be. Upon any exchange for certificated notes, the certificated notes will be registered in the names of the beneficial owners of the Global Notes representing the Notes, which names will be provided by DTC's relevant participants (as identified by DTC) to the trustee.

The Holder of a certificated note may transfer such note by surrendering it at the office or agency maintained by Gildemeister for such purpose in the Borough of Manhattan, The City of New York, which initially will be the office of the trustee. Upon the transfer, exchange or replacement of certificated Notes bearing the legend, or upon specific request for removal of the legend on a certificated note, Gildemeister will deliver only certificated Notes that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to Gildemeister such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by Gildemeister, that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Neither the trustee nor the registrar or any transfer agent will be required to register the transfer of or exchange certificated notes for a period from the Record Date to the due date for any payment of principal of, or interest on, the Notes or register the transfer of or exchange any Notes for 15 days prior to selection for redemption through the date of redemption.

Prior to presentment of a note for registration of transfer (including a Global Note), Gildemeister, the trustee and any agent of Gildemeister or the trustee may treat the person in whose name such note is registered as the owner or Holder of such note for the purpose of receiving payment of principal or interest on such note and for all other purposes whatsoever, whether or not such note is overdue, and none of Gildemeister, the trustee or any agent of Gildemeister or the trustee will be affected by notice to the contrary.

Replacement of Notes

In the event that any note becomes mutilated, defaced, destroyed, lost or stolen, Gildemeister will execute and, upon Gildemeister's request, the trustee will authenticate and deliver a new note, of like tenor (including the same date of issuance) and equal principal amount, registered in the same manner, and bearing interest from the date to which interest has been paid on such note, in exchange and substitution for such note (upon surrender and cancellation thereof) or in lieu of and substitution for such note. In the event that such note is destroyed, lost or stolen, the applicant for a substitute note will furnish to Gildemeister and the trustee such security or indemnity as may be required by them to hold each of them harmless, and, in every case of destruction, loss or theft of such note, the applicant will also furnish to Gildemeister and the trustee satisfactory evidence of the destruction, loss or theft of such note and of the ownership thereof. Upon the issuance of any substituted note, Gildemeister may require the payment by the registered holder thereof of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other fees and expenses (including the fees and expenses of the trustee) connected therewith.

Same Day Settlement and Payment

The indenture will require that payments in respect of the Notes represented by the global notes be made by wire transfer of immediately available funds to the accounts specified by holders of the Global Notes. With respect to Notes in certificated form, Gildemeister will make all payments by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each holder's registered address.

The Notes represented by the global notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. Gildemeister expects that secondary trading in any certificated Notes will also be settled in immediately available funds.

Governing Law, Consent to Jurisdiction, Currency Conversion and Service of Process

The indenture, including any Note Guarantees, and the Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Gildemeister will submit to the non-exclusive jurisdiction of the New York State and U.S. federal courts located in the Borough of Manhattan, The City of New York with respect to any action that may be brought in connection with the indenture or the Notes and has irrevocably appointed CT Corporation, 111 Eighth Avenue, 13th Floor, New York, NY 10011, as agent for service of process.

If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder to the holder of a note from U.S. dollars into another currency, Gildemeister has agreed, and each holder by holding such note will be deemed to have agreed, to the fullest extent that Gildemeister and they may effectively do so, that the rate of exchange used will be that at which in accordance with normal banking procedures such holder could purchase U.S. dollars with such other currency in New York City, New York on the day two Business Days preceding the day on which final judgment is given.

Gildemeister's obligation in respect of any sum payable by it to a holder will, notwithstanding any judgment in a currency (the "judgment currency") other than U.S. dollars, be discharged only to the extent that on the Business Day following receipt by the holder of a note of any sum adjudged to be so due in the judgment currency, the holder of such note may in accordance with normal banking procedures purchase U.S. dollars with the judgment currency; if the amount of the U.S. dollars so purchased is less than the sum originally due to the holder in the judgment currency (determined in the manner set forth in the preceding paragraph), Gildemeister agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the holder of such note against such loss, and if the amount of the U.S. dollars so purchased exceeds the sum originally due to such holder, such holder agrees to remit to Gildemeister such excess, provided that such holder will have no obligation to remit any such excess as long as Gildemeister has failed to pay such holder any obligations due and payable under such note, in which case such excess may be applied to Gildemeister's obligations under such note in accordance with the terms thereof.

Claims against Gildemeister for the payment of principal, premium, if any, or interest on the Notes must be made within six years from the due date for payment thereof. However, under Chilean law, such claims may be required to be made within four years from the due date for payment thereof.

Enforceability of Judgments

Gildemeister is incorporated in Chile and all of its operating assets are outside the United States. Accordingly, any judgment obtained in the United States against Gildemeister, including judgments with respect to the payment of principal, premium, if any, and interest, Additional Amounts and any purchase price with respect to the Notes, may not be collectable within the United States. See "*Service of Process and Enforcement of Civil Liabilities*."

Waiver of Immunity

To the extent that Gildemeister or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to Gildemeister, any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from setoff or from counterclaim from the jurisdiction of any Chilean, New York State or U.S. federal court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution of judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any such court in which proceedings may at any time be commenced, with respect to the obligations and liabilities of Gildemeister, or any other matter under or arising out of or in connection with, the Notes or the indenture, Gildemeister irrevocably and unconditionally waives or will waive such right, and agrees not to plead or claim any such immunity and consents to such relief and enforcement.

Listing

In the event that the Notes are listed on the Luxembourg Stock Exchange for trading on the Euro MTF market, Gildemeister will use its best efforts to maintain such listing; provided that if, as a result of the European Union regulated market amended Directive 2001/34/EC (the "Transparency Directive") or any legislation implementing the Transparency Directive or other directives or legislation, Gildemeister could be required to publish financial information either more regularly than it otherwise would be required to or according to accounting principles which are materially different from the accounting principles which Gildemeister would otherwise use to prepare its published financial information, Gildemeister may delist the Notes from the Luxembourg Stock Exchange in accordance with the rules of the exchange and seek an alternative admission to listing, trading and/or quotation for the Notes on a different section of the Luxembourg Stock Exchange or by such other listing authority, stock exchange and/or quotation system inside or outside the European Union as Gildemeister's Board of Directors may decide.

Certain Definitions

"2021 Notes Issue Date" means May 24, 2011.

"Acquired Debt" means Debt of a Person existing at the time the Person merges with or into or becomes a Restricted Subsidiary and not Incurred in connection with, or in contemplation of, the Person merging with or into or becoming a Restricted Subsidiary. Acquired Debt will be deemed to have been Incurred at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with Gildemeister or a Restricted Subsidiary or at the time such Debt is assumed in connection with the acquisition of assets from such Person.

"Additional Amounts" has the meaning set forth under "— Additional Amounts" above.

"Additional Assets" means:

(1) any property or assets (other than Indebtedness and Capital Stock) to be used by Gildemeister or a Restricted Subsidiary engaged in a Permitted Business; or

(2) the Capital Stock of a Person engaged in a Permitted Business that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by Gildemeister or another Restricted Subsidiary.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Asset Sale" means any sale, lease, transfer or other disposition (including a Sale and Leaseback Transaction) of any assets by Gildemeister or any Restricted Subsidiary, including by means of a merger, consolidation or similar transaction and including any sale or issuance of the Equity Interests of any Restricted Subsidiary (each of the above referred to as a "disposition"), provided that the following are not included in the definition of "Asset Sale":

(1) a disposition to Gildemeister or a Restricted Subsidiary, including the sale or issuance by Gildemeister or any Restricted Subsidiary of any Equity Interests of any Restricted Subsidiary to Gildemeister or any Restricted Subsidiary;

(2) the disposition by Gildemeister or any Restricted Subsidiary in the ordinary course of business of (i) cash and cash management investments, (ii) inventory and other assets acquired and held for resale in the ordinary course of business, (iii) damaged, worn out or obsolete assets, or (iv) rights granted to others pursuant to leases or licenses;

(3) the sale or discount of accounts receivable arising in the ordinary course of business in connection with the compromise or collection thereof;

(4) a transaction covered by "Consolidation, Merger or Sale of Assets—Gildemeister";

(5) a Restricted Payment permitted under "Limitation on Restricted Payments" or a Permitted Investment;

(6) the issuance of Disqualified or Preferred Stock pursuant to "Limitation on Debt and Disqualified or Preferred Stock";

(7) leases or subleases of real property at Gildemeister's headquarters located at Av. Los Condes, No. 11,000, Las Condes, Santiago, Chile for fair market value, the proceeds of which are used for working capital of Gildemeister; or

(8) any disposition in a transaction or series of related transactions of assets with a fair market value of less than U.S. $10.0 million (or the equivalent in other currencies).

"Automobile Retailing Activities" means new and used Vehicle and Vehicle parts retailing, wholesaling, leasing and related activities.

"Average Life" means, with respect to any Debt, the quotient obtained by dividing (i) the sum of the products of (x) the number of years from the date of determination to the dates of each successive scheduled principal payment of such Debt and (y) the amount of such principal payment by (ii) the sum of all such principal payments.

"Board of Directors" means, with respect to any Person, the board of directors or similar governing body of such Person or any duly authorized committee thereof.

"Board Resolution" means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the trustee.

"Bramont" means Bramont Montadora Industrial e Comercial de Veículos S.A.

"Business Day" means a day other than a Saturday, Sunday or any day on which banking institutions are authorized or required by law to close in The City of New York, New York or Santiago, Chile.

"Capital Lease" means, with respect to any Person, any lease of any property which, in conformity with Chilean GAAP, is required to be capitalized on the balance sheet of such Person.

"Capital Stock" means, with respect to any Person, any and all shares of stock of a corporation, partnership interests or other equivalent interests (however designated, whether voting or non-voting) in such Person's equity, entitling the holder to receive a share of the profits and losses, and a distribution of assets, after liabilities, of such Person.

"Cash Equivalents" means

(1) United States dollars, Chilean pesos, Peruvian nuevo soles or money in other currencies received in the ordinary course of business,

(2) U.S. Government Obligations or certificates representing an ownership interest in U.S. Government Obligations with maturities not exceeding one year from the date of acquisition,

(3) (i) demand deposits, (ii) time deposits and certificates of deposit with maturities of one year or less from the date of acquisition, (iii) bankers' acceptances with maturities not exceeding one year from the date of acquisition, and (iv) overnight bank deposits, in each case with any bank or trust company organized or licensed under the laws of the United States or any state thereof having capital, surplus and undivided profits in excess of U.S. $500 million whose short-term debt is rated "A-2" or higher by S&P or "P-2" or higher by Moody's,

(4) repurchase obligations with a term of not more than seven days for underlying securities of the type described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above,

(5) commercial paper rated at least P-1 by Moody's or A-1 by S&P and maturing within six months after the date of acquisition,

(6) (a) marketable direct obligations issued or unconditionally guaranteed by Chile, (b) time deposits or certificates of deposit in Chilean pesos, Peruvian nuevo soles or U.S. dollars of a Chilean or Peruvian bank (other than any affiliate of Gildemeister), as the case may be, the commercial paper or other short-term unsecured debt obligations of which (or in the case of a bank that is the principal subsidiary of a holding company, the holding company) are rated the highest rating of any Chilean or Peruvian bank, (c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (a) above entered into with a bank (other than any affiliate of Gildemeister) meeting the qualifications described in clause (b) above, or (d) commercial paper of a Chilean or Peruvian issuer (other than any affiliate of Gildemeister) the long-term unsecured debt obligations of which are rated the highest rating of a Chilean or Peruvian issuer, as the case may be, but in no event less than the equivalent short-term rating of A-2 by S&P or P-2 by Moody's, and maturing within 90 days (unless the short-term rating is not less than A-1 by S&P or P-1 by Moody's, in which case maturing within one year from the date of acquisition thereof by Gildemeister or a Restricted Subsidiary); or

(7) money market funds at least 95% of the assets of which consist of investments of the type described in clauses (1) through (6) above.

"Change of Control" means:

(1) the merger or consolidation of Gildemeister with or into another Person or the merger of another Person with or into Gildemeister or the merger of any Person with or into a Subsidiary of Gildemeister if Capital Stock of Gildemeister is issued in connection therewith, or the sale of all or substantially all the assets of Gildemeister to another Person, (in each case, unless such other Person is a Permitted Holder) unless holders of a majority of the aggregate voting power of the Voting Stock of Gildemeister, immediately prior to such transaction, hold securities of the surviving

or transferee Person that represent, immediately after such transaction, at least a majority of the aggregate voting power of the Voting Stock of the surviving Person;

(2) Permitted Holders cease to "beneficially own" (as such term is used in Rules 13d-3 under the Exchange Act), directly or indirectly, at least 50% of the total voting power of the Voting Stock of Gildemeister;

(3) Permitted Holders cease to have the power to directly or indirectly elect a majority of the Board of Directors of Gildemeister; or

(4) the adoption of a plan relating to the liquidation or dissolution of Gildemeister.

"Consolidated Net Income" means, for any period, the aggregate net income (or loss) of Gildemeister and its Restricted Subsidiaries for such period determined on a consolidated basis in conformity with Chilean GAAP, *provided* that the following (without duplication) will be excluded in computing Consolidated Net Income:

(1) the net income (but not loss) of any Person that is not a Restricted Subsidiary, except to the extent of the lesser of

(x) the dividends or other distributions actually paid in cash to Gildemeister or any of its Restricted Subsidiaries (subject to clause (3) below) by such Person during such period, and

(y) Gildemeister's pro rata share of such Person's net income earned during such period;

(2) any net income (or loss) of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition;

(3) the net income (but not loss) of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of such net income would not have been permitted for the relevant period by charter or by any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Restricted Subsidiary;

(4) any net after-tax gains or losses attributable to Asset Sales or the extinguishment of Debt;

(5) any net after-tax extraordinary gains or losses; and

(6) the cumulative effect of a change in accounting principles.

In calculating the aggregate net income (or loss) of Gildemeister and its Restricted Subsidiaries on a consolidated basis, income attributable to Unrestricted Subsidiaries will be excluded altogether.

"Chilean Restricted Subsidiary" means any Restricted Subsidiary other than a Non-Chilean Restricted Subsidiary.

"Consolidated Tangible Assets" means, for Gildemeister and its Restricted Subsidiaries, at any time, the total consolidated assets of Gildemeister and its Restricted Subsidiaries as set forth on the balance sheet as of the most recent fiscal quarter, less any assets that would be treated as intangible assets on such balance sheet in accordance with Chilean GAAP.

"Credit Facilities" means one or more credit facilities with banks or other lenders providing for revolving credit loans or term loans or the issuance of letters of credit or bankers' acceptances or the like.

"Debt" means, with respect to any Person, without duplication,

(1) all indebtedness of such Person for borrowed money;

(2) all obligations of such Person evidenced by bonds, debentures, Notes or other similar instruments;

(3) all obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments, excluding obligations in respect of trade letters of credit or bankers' acceptances issued in respect of trade payables to the extent not drawn upon or presented, or, if drawn upon or presented, the resulting obligation of the Person is paid in 10 Business Days;

(4) all obligations of such Person to pay the deferred and unpaid purchase price of property or services which are recorded as liabilities under Chilean GAAP, excluding trade payables arising in the ordinary course of business;

(5) all obligations of such Person as lessee under Capital Leases;

(6) all Debt of other Persons Guaranteed by such Person to the extent so Guaranteed;

(7) all Debt of other Persons secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person; and

(8) all obligations of such Person under Hedging Agreements.

The amount of Debt of any Person will be deemed to be:

(A) with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation;

(B) with respect to Debt secured by a Lien on an asset of such Person but not otherwise the obligation, contingent or otherwise, of such Person, the lesser of (x) the fair market value of such asset on the date the Lien attached and (y) the amount of such Debt;

(C) with respect to any Debt issued with original issue discount, the face amount of such Debt less the remaining unamortized portion of the original issue discount of such Debt;

(D) with respect to any Hedging Agreement, the net amount payable if such Hedging Agreement terminated at that time due to default by such Person; and

(E) otherwise, the outstanding principal amount thereof.

"Default" means any event that is, or after notice or passage of time or both would be, an Event of Default.

"Disqualified Equity Interests" means Equity Interests that by their terms or upon the happening of any event are

(1) required to be redeemed or redeemable at the option of the holder prior to the Stated Maturity of the Notes for consideration other than Qualified Equity Interests, or

(2) convertible at the option of the holder into Disqualified Equity Interests or exchangeable for Debt;

provided that Equity Interests will not constitute Disqualified Equity Interests solely because of provisions giving holders thereof the right to require repurchase or redemption upon an "asset sale" or "change of control" occurring prior to the Stated Maturity of the Notes if those provisions

(A) are no more favorable to the holders than "Limitation on Asset Sales" and "Repurchase of Notes Upon a Change of Control", and

(B) specifically state that repurchase or redemption pursuant thereto will not be required prior to Gildemeister's repurchase of the Notes as required by the indenture.

"Disqualified Stock" means Capital Stock constituting Disqualified Equity Interests.

"EBITDA" means, for any period, the sum of

(1) Consolidated Net Income, plus

(2) Fixed Charges, to the extent deducted in calculating Consolidated Net Income, plus

(3) to the extent deducted in calculating Consolidated Net Income and as determined on a consolidated basis for Gildemeister and its Restricted Subsidiaries in conformity with Chilean GAAP:

(A) income taxes, other than income taxes or income tax adjustments (whether positive or negative) attributable to Asset Sales or extraordinary gains or losses;

(B) depreciation, amortization and all other non-cash items reducing Consolidated Net Income (not including non-cash charges in a period which reflect cash expenses paid or to be paid in another period), less all non-cash items increasing Consolidated Net Income;

(C) any amounts representing price restatements or monetary translation or correction;

(D) minority interest; and

(E) all non-recurring losses (and minus all non-recurring gains);

provided that, with respect to any Restricted Subsidiary, such items will be added only to the extent and in the same proportion that the relevant Restricted Subsidiary's net income was included in calculating Consolidated Net Income, plus

(4) net after-tax losses attributable to Asset Sales, and net after-tax extraordinary losses, to the extent reducing Consolidated Net Income.

"Equity Interests" means all Capital Stock and all warrants or options with respect to, or other rights to purchase, Capital Stock, but excluding Debt convertible into equity.

"Equity Offering" means an offering for cash, after the Issue Date, of Qualified Stock of Gildemeister or of any direct or indirect parent of Gildemeister (to the extent the proceeds thereof are contributed to the common equity of Gildemeister).

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"Fitch" means Fitch Inc., a subsidiary of Fimalac, S.A., and its successors.

"Fixed Charge Coverage Ratio" means, on any date (the "transaction date"), the ratio of

(x) the aggregate amount of EBITDA for the four fiscal quarters immediately prior to the transaction date for which internal financial statements are available (the "reference period") to

(y) the aggregate Fixed Charges during such reference period.

In making the foregoing calculation,

(1) pro forma effect will be given to any Debt, Disqualified Stock or Preferred Stock Incurred during or after the reference period to the extent the Debt is outstanding or is to be Incurred on the transaction date as if the Debt, Disqualified Stock or Preferred Stock had been Incurred on the first day of the reference period;

(2) pro forma calculations of interest on Debt bearing a floating interest rate will be made as if the rate in effect on the transaction date (taking into account any Hedging Agreement applicable to the Debt if the Hedging Agreement has a remaining term of at least 12 months) had been the applicable rate for the entire reference period;

(3) Fixed Charges related to any Debt, Disqualified Stock or Preferred Stock no longer outstanding or to be repaid or redeemed on the transaction date, except for Consolidated Interest Expense accrued during the reference period under a revolving credit to the extent of the commitment thereunder (or under any successor revolving credit) in effect on the transaction date, will be excluded;

(4) pro forma effect will be given to

(A) the creation, designation or redesignation of Restricted and Unrestricted Subsidiaries,

(B) the acquisition or disposition of companies, divisions or lines of businesses by Gildemeister and its Restricted Subsidiaries, including any acquisition or disposition of a company, division or line of business since the beginning of the reference period by a Person that became a Restricted Subsidiary after the beginning of the reference period, and

(C) the discontinuation of any discontinued operations but, in the case of Fixed Charges, only to the extent that the obligations giving rise to the Fixed Charges will not be obligations of Gildemeister or any Restricted Subsidiary following the transaction date

that have occurred since the beginning of the reference period as if such events had occurred, and, in the case of any disposition, the proceeds thereof applied, on the first day of the reference period. To the extent that pro forma effect is to be given to an acquisition or disposition of a company, division or line of business, the pro forma calculation will be based upon the most recent four full fiscal quarters for which the relevant financial information is available.

"Fixed Charges" means, for any period, the sum of

(1) Interest Expense for such period; and

(2) the product of

(x) cash and non-cash dividends paid, declared, accrued or accumulated on any Disqualified or Preferred Stock of Gildemeister or a Restricted Subsidiary, except for dividends payable in Gildemeister's Qualified Stock or paid to Gildemeister or to a Restricted Subsidiary, and

(y) a fraction, the numerator of which is one and the denominator of which is one minus the sum of the currently effective combined Federal, state, local and foreign tax rate applicable to Gildemeister and its Restricted Subsidiaries.

"Chilean GAAP" means generally accepted accounting standards in Chile, as required by the SVS for Chilean public companies, in each case an in effect from time to time.

"Chilean Restricted Subsidiary" means any Restricted Subsidiary formed under the laws of, or 50% or more of the assets of which are located in, Chile or any jurisdiction thereof.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part; provided that the term "Guarantee" does not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantor" means (i) Marc Leasing, S.A. and (ii) each Chilean Restricted Subsidiary that executes a supplemental indenture in the form of Exhibit B to the indenture providing for the guarantee of the payment of the Notes, or any successor obligor under its Note Guarantee pursuant to "Consolidation, Merger or Sale of Assets", in each case unless and until such Guarantor is released from its Note Guarantee pursuant to the indenture.

"Hedging Agreement" means (i) any interest rate swap agreement, interest rate cap agreement or other agreement designed to protect against fluctuations in interest rates or (ii) any foreign exchange forward contract, currency swap agreement or other agreement designed to protect against fluctuations in foreign exchange rates.

"Holdings" means Minvest, S.A.

"Incur" means, with respect to any Debt or Capital Stock, to incur, create, issue, assume or Guarantee such Debt or Capital Stock. If any Person becomes a Restricted Subsidiary on any date after the date of the indenture (including by redesignation of an Unrestricted Subsidiary or failure of an Unrestricted Subsidiary to meet the qualifications necessary to remain an Unrestricted Subsidiary), the Debt and Capital Stock of such Person outstanding on such date will be deemed to have been Incurred by such Person on such date for purposes of "Limitation on Debt and Disqualified or Preferred Stock", but will not be considered the sale or issuance of Equity Interests for purposes of "Limitation on Sale or Issuance of Equity Interests of Restricted Subsidiaries" or "Limitation on Asset Sales." The accretion of original issue discount or payment of interest in kind will not be considered an Incurrence of Debt.

"Independent Financial Advisor" means an accounting firm, appraisal firm, investment banking firm or consultant that is, in the judgment of Gildemeister's Board of Directors, qualified to perform the task for which it has been engaged and which is independent in connection with the relevant transaction.

"Interest Expense" means, for any period, the consolidated interest expense (excluding interest under any Inventory Debt) of Gildemeister and its Restricted Subsidiaries, plus, to the extent not included in such consolidated interest expense, and to the extent incurred, accrued or payable by Gildemeister or its Restricted Subsidiaries, without duplication, (i) interest expense attributable to Sale and Leaseback Transactions, (ii) amortization of debt discount and debt issuance costs, (iii) capitalized interest, (iv) non-cash interest expense, (v) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing, (vi) net costs associated with Hedging Agreements (including the amortization of fees), and (vii) any of the above expenses with respect to Debt of another Person Guaranteed by Gildemeister or any of its Restricted Subsidiaries, as determined on a consolidated basis and in accordance with Chilean GAAP.

"Inventory Debt" means Debt (including pursuant to a commercial paper program) incurred by Gildemeister or any Restricted Subsidiary to purchase, lease, finance or refinance or guarantee the purchasing, leasing, financing or refinancing of Vehicles or Machinery in the ordinary course of business of Gildemeister and its Restricted Subsidiaries or related receivables, which Debt (x) is secured by the Vehicles or Machinery or related receivables so financed, to the extent, at any date of determination thereof, the amount of such Debt does not exceed the depreciated book value of such Vehicles or Machinery as determined in accordance with Chilean GAAP applied on a consistent basis (provided that Gildemeister and its Restricted Subsidiaries shall have the right to substitute the collateral securing such Debt with Vehicles or Machinery with a depreciated book value that is equal to or less than the depreciated value of such collateral) or (y) is unsecured and provides for a borrowing base which may not exceed 85% of the value of such Vehicles.

"Investment" means

(1) any direct or indirect advance, loan or other extension of credit to another Person,

(2) any capital contribution to another Person, by means of any transfer of cash or other property or in any other form,

(3) any purchase or acquisition of Equity Interests, bonds, Notes or other Debt, or other instruments or securities issued by another Person, including the receipt of any of the above as consideration for the disposition of assets or rendering of services, or

(4) any Guarantee of any obligation of another Person.

If Gildemeister or any Restricted Subsidiary (x) sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary so that, after giving effect to that sale or disposition, such Person is no longer a Subsidiary of Gildemeister, or (y) designates any Restricted Subsidiary as an Unrestricted Subsidiary in accordance with the provisions of the indenture, all remaining Investments of Gildemeister and the Restricted Subsidiaries in such Person shall be deemed to have been made at such time.

"Investment Grade" means BBB- or higher by S&P, Baa3 or higher by Moody's and BBB- or higher by Fitch, or the equivalent of such ratings by another Rating Agency.

"Issue Date" means the date on which the Notes are originally issued under the indenture. The issue date as defined in the indenture was January 15, 2013.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or Capital Lease).

"Machinery Retailing Activities" means new and used Machinery and Machinery parts retailing, wholesaling, leasing and related activities.

"Machinery" means all now existing or hereafter acquired new and used light and heavy machinery of all types and descriptions, whether held for sale, lease, rental or operational purposes, which relate to Gildemeister's or any Restricted Subsidiary's Machinery Retailing Activities.

"Manufacturer" means a vehicle manufacturer which is a party to an importation and distribution agreement with Gildemeister or any Restricted Subsidiary.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds of such Asset Sale in the form of cash (including (i) payments in respect of deferred payment obligations to the extent corresponding to, principal, but not interest, when received in the form of cash, and (ii) proceeds from the conversion of other consideration received when converted to cash), net of

(1) brokerage commissions and other fees and expenses related to such Asset Sale, including fees and expenses of counsel, accountants and investment bankers;

(2) provisions for taxes as a result of such Asset Sale without regard to the consolidated results of operations of Gildemeister and its Restricted Subsidiaries;

(3) payments required to be made to holders of minority interests in Restricted Subsidiaries as a result of such Asset Sale or to repay Debt outstanding at the time of such Asset Sale that is secured by a Lien on the property or assets sold; and

(4) appropriate amounts to be provided as a reserve against liabilities associated with such Asset Sale, including pension and other post-employment benefit liabilities, liabilities related to environmental matters and indemnification obligations associated with such Asset Sale, with any subsequent reduction of the reserve other than by payments made and charged against the reserved amount to be deemed a receipt of cash.

"Non-Chilean Restricted Subsidiary" means any Peruvian Restricted Subsidiary and any other Restricted Subsidiary formed under the laws of, or 50% or more of the assets of which are located in, a jurisdiction other than Chile or any jurisdiction thereof.

"Non-Recourse Debt" means Debt as to which neither Gildemeister nor any Restricted Subsidiary provides any Guarantee and as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of Gildemeister or any Restricted Subsidiary.

"Note Guarantee" means the guarantee of the Notes by a Guarantor pursuant to the indenture.

"Obligations" means, with respect to any Debt, all obligations (whether in existence on the Issue Date or arising afterwards, absolute or contingent, direct or indirect) for or in respect of principal (when due, upon acceleration, upon redemption, upon mandatory repayment or repurchase pursuant to a mandatory offer to purchase, or otherwise), premium, interest, Additional Amounts, penalties, fees, indemnification, reimbursement and other amounts payable and liabilities with respect to such Debt, including all interest accrued or accruing after the commencement of any bankruptcy, insolvency or reorganization or similar case or proceeding at the contract rate (including, without limitation, any contract rate applicable upon default) specified in the relevant documentation, whether or not the claim for such interest is allowed as a claim in such case or proceeding.

"Opinion of Counsel" means a written opinion of counsel, who may be an employee of or counsel for Gildemeister (except as otherwise provided in the indenture), obtained at the expense of Gildemeister, or the surviving or transferee Person or a Restricted Subsidiary, and who is reasonably acceptable to the trustee.

"Permitted Business" means any of the businesses in which Gildemeister and its Restricted Subsidiaries are engaged on the Issue Date, and any business reasonably related, incidental, complementary or ancillary thereto (including, for the avoidance of doubt, any ordinary course of business lease or sublease of real property not being used by Gildemeister at any given time).

"Permitted Holders" means any or all of Ricardo Lessmann, Elna Puntous and Haus Baumann; including their respective heirs and assigns.

"Permitted Investments" means:

(1) any Investment in Gildemeister or in a Restricted Subsidiary of Gildemeister that is engaged in a Permitted Business;

(2) any Investment in Cash Equivalents;

(3) any Investment by Gildemeister or any Subsidiary of Gildemeister in a Person, if as a result of such Investment,

(A) such Person becomes a Restricted Subsidiary of Gildemeister engaged in a Permitted Business, or

(B) such Person is merged or consolidated with or into, or transfers or conveys substantially all its assets to, or is liquidated into, Gildemeister or a Restricted Subsidiary engaged in a Permitted Business;

(4) Investments received as non-cash consideration in an Asset Sale made pursuant to and in compliance with "Limitation on Asset Sales;"

(5) Hedging Agreements otherwise permitted under the indenture;

(6) (i) receivables owing to Gildemeister or any Restricted Subsidiary if created or acquired in the ordinary course of business, (ii) endorsements for collection or deposit in the ordinary course of business, and (iii) securities, instruments or other obligations received in compromise or settlement of debts created in the ordinary course of business, or by reason of a composition or readjustment of debts or reorganization of another Person, or in satisfaction of claims or judgments;

(7) Investments in Unrestricted Subsidiaries and joint ventures in an aggregate amount, taken together with all other Investments made in reliance on this clause, not to exceed the greater of (x) U.S. $25.0 million (or the equivalent in other currencies) or (y) 5% of Consolidated Tangible Assets (net of, with respect to the Investment in any particular Person, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income), not to exceed the amount of Investments in such Person made after the Issue Date in reliance on this clause);

(8) payroll, travel and other loans or advances to, or Guarantees issued to support the obligations of, officers and employees, in each case in the ordinary course of business, not in excess of U.S. $2.0 million (or the equivalent in other currencies) outstanding at any time;

(9) extensions of credit to customers and suppliers in the ordinary course of business, not in excess of the greater of (x) U.S. $20.0 million (or the equivalent in other currencies) or (y) 4% of Consolidated Tangible Assets (in either case, net of any amounts insured against any credit losses by a reputable insurance carrier);

(10) the provision of a letter of credit by Gildemeister or a Restricted Subsidiary in respect of inventory purchases by Affiliates of Gildemeister or a Restricted Subsidiary which inventory purchases are for the benefit of Gildemeister or any such Restricted Subsidiary; *provided further* that Gildemeister or a Restricted Subsidiary is then subsequently named as the purchaser of such inventory; and

(11) in addition to Investments listed above, Investments in Persons engaged in Permitted Businesses in an aggregate amount, taken together with all other Investments made in reliance on this clause, not to exceed the greater of (x) U.S. $15.0 million (or the equivalent in other currencies) or (y) 3% of Consolidated Tangible Assets (net of, with respect to the Investment in any particular Person made pursuant to this clause, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income) not to exceed the amount of such Investments in such Person made after the Issue Date in reliance on this clause).

"Permitted Liens" means

(1) Liens existing on the Issue Date;

(2) Liens securing the Notes or any Note Guarantees;

(3) pledges or deposits under worker's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts or leases, or to secure public or statutory obligations, surety bonds, customs duties and the like, or for the payment of rent, in each case incurred in the ordinary course of business and not securing Debt;

(4) Liens imposed by law, such as carriers', vendors', warehousemen's and mechanics' liens, in each case for sums not yet due or being contested in good faith and by appropriate proceedings;

(5) Liens in respect of taxes and other governmental assessments and charges which are not yet due or which are being contested in good faith and by appropriate proceedings;

(6) Liens securing reimbursement obligations with respect to letters of credit that encumber documents and other property relating to such letters of credit and the proceeds thereof;

(7) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property, not interfering in any material respect with the conduct of the business of Gildemeister and its Restricted Subsidiaries;

(8) licenses or leases or subleases as licensor, lessor or sublessor of any of its property, including intellectual property, in the ordinary course of business;

(9) customary Liens in favor of trustees and escrow agents, and netting and setoff rights, banker's liens and the like in favor of financial institutions and counterparties to financial obligations and instruments, including Hedging Agreements;

(10) Liens on assets pursuant to merger agreements, stock or asset purchase agreements and similar agreements in respect of the disposition of such assets;

(11) options, put and call arrangements, rights of first refusal and similar rights relating to Investments in joint ventures, partnerships and the like;

(12) judgment liens, and Liens securing appeal bonds or letters of credit issued in support of or in lieu of appeal bonds, so long as no Event of Default then exists as a result thereof;

(13) Liens (including the interest of a lessor under a Capital Lease) on property that secure Debt Incurred under clause (a) of "—Limitation on the Incurrence of Debt and Disqualified or Preferred Stock" or clause (9) of Permitted Debt for the purpose of financing all or any part of the purchase price or cost of construction or improvement of such property (including, for the avoidance of doubt, improvements on property consisting of undeveloped land) and which attach within 180 days after the date of such purchase or the completion of construction or improvement;

(14) Liens on property of a Person at the time such Person becomes a Restricted Subsidiary of Gildemeister, *provided* such Liens were not created in contemplation thereof and do not extend to any other property of Gildemeister or any Restricted Subsidiary;

(15) Liens on property at the time Gildemeister or any of the Restricted Subsidiaries acquires such property, including any acquisition by means of a merger or consolidation with or into Gildemeister or a Restricted Subsidiary of such Person, *provided* such Liens were not created in contemplation thereof and do not extend to any other property of Gildemeister or any Restricted Subsidiary;

(16) Liens securing Debt or other obligations of Gildemeister or a Restricted Subsidiary to Gildemeister or a Guarantor Restricted Subsidiary;

(17) Liens securing Hedging Agreements so long as such Hedging Agreements relate to Debt for borrowed money that is, and is permitted to be under the indenture, secured by a Lien on the same property securing such Hedging Agreements;

(18) any pledge of the Capital Stock of an Unrestricted Subsidiary to secure Debt of such Unrestricted Subsidiary, to the extent such pledge constitutes an Investment permitted under "Limitation on Restricted Payments";

(19) Liens described in clause (x) of the definition of "Inventory Debt";

(20) extensions, renewals or replacements of any Liens referred to in clauses (1), (2), (13), (14) or (15) in connection with the refinancing of the obligations secured thereby, *provided* that such Lien does not extend to any other property and, except as contemplated by the definition of "Permitted Refinancing Debt", the amount secured by such Lien is not increased; and

(21) other Liens securing obligations in an aggregate amount not exceeding the greater of (x) U.S. $25 million (or the equivalent in other currencies) or (y) 5% of Consolidated Tangible Assets.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, including a government or political subdivision or an agency or instrumentality thereof.

“Peruvian Restricted Subsidiary” means (x) any Restricted Subsidiary formed under the laws of, or 50% or more of the assets of which are located in, Peru or any jurisdiction thereof and (y) any Restricted Subsidiary that is directly or indirectly owned by a Qualified Peruvian Holding Company.

“Preferred Stock” means, with respect to any Person, any and all Capital Stock which is preferred as to the payment of dividends or distributions, upon liquidation or otherwise, over another class of Capital Stock of such Person.

“Qualified Equity Interests” means all Equity Interests of a Person other than Disqualified Equity Interests.

“Qualified Peruvian Holding Company” means a direct subsidiary of Gildemeister that does not directly or indirectly own any assets other than 100% of the capital stock of all of the Peruvian Restricted Subsidiaries.

“Qualified Stock” means all Capital Stock of a Person other than Disqualified Stock.

“Rating Agencies” means each of S&P, Moody’s and Fitch; provided, that if either S&P, Moody’s or Fitch shall cease issuing a rating on the Notes for reasons outside the control of Gildemeister, Gildemeister may select a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by us as a replacement agency for S&P, Moody’s or Fitch, as the case may be.

“Restricted Payment” has the meaning set forth under “— Covenants — Limitation on Restricted Payments.”

“Restricted Subsidiary” means any Subsidiary of Gildemeister other than an Unrestricted Subsidiary.

“Reversion Date” has the meaning set forth under “— Covenant Suspension.”

“S&P” means Standard & Poor’s Ratings Group, a division of McGraw Hill, Inc. and its successors.

“Sale and Leaseback Transaction” means, with respect to any Person, an arrangement whereby such Person enters into a lease of property previously transferred by such Person to the lessor.

“SEC” means the U.S. Securities and Exchange Commission.

“Special Outlet Sales” means sales of inventory from Gildemeister to RTC S.A. at cost, which inventory is sold by RTC S.A. through the Iquique free trade zone or through the store located at Calle 10 de Julio, Santiago, Chile.

“Stated Maturity” means (i) with respect to any Debt, the date specified as the fixed date on which the final installment of principal of such Debt is due and payable or (ii) with respect to any scheduled installment of principal of or interest on any Debt, the date specified as the fixed date on which such installment is due and payable as set forth in the documentation governing such Debt, not including any contingent obligation to repay, redeem or repurchase prior to the regularly scheduled date for payment.

"Subordinated Debt" means any Debt of Gildemeister or any Guarantor which is subordinated in right of payment to the Notes or the Note Guarantee, as applicable, pursuant to a written agreement to that effect.

"Subsidiary" means with respect to any Person, any corporation, association or other business entity of which more than 50% of the outstanding Voting Stock is owned, directly or indirectly, by , or, in the case of a partnership, the sole general partner or the managing partner or the only general partners of which are, such Person and one or more Subsidiaries of such Person (or a combination thereof). Unless otherwise specified, "Subsidiary" means a Subsidiary of Gildemeister.

"Suspended Covenants" has the meaning set forth under "— Covenant Suspension."

"Suspension Period" has the meaning set forth under "— Covenant Suspension."

"SVS" means the Chilean Securities Commission (Superintendencia de Valores y Seguros).

"U.S. Government Obligations" means obligations issued or directly and fully guaranteed or insured by the United States of America or by any agent or instrumentality thereof, provided that the full faith and credit of the United States of America is pledged in support thereof.

"Unrestricted Subsidiary" means any Subsidiary of Gildemeister that at the time of determination has previously been designated, and continues to be, an Unrestricted Subsidiary in accordance with "Designation of Restricted and Unrestricted Subsidiaries."

"Vehicles" means all now existing or hereafter acquired new and used motorcycles, automobiles, sport utility vehicles, trucks and vans of all types and descriptions, whether held for sale, lease, rental or operational purposes, which relate to Gildemeister's or any Restricted Subsidiary's Automobile Retailing Activities.

"Voting Stock" means, with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

"wholly owned" means, with respect to any Restricted Subsidiary, a Restricted Subsidiary all of the outstanding capital stock of which (other than any director's qualifying shares) is owned by Gildemeister and one or more wholly owned Restricted Subsidiaries (or a combination thereof).

TAXATION

The following discussion summarizes certain Chilean and U.S. federal tax considerations that may be relevant to the ownership and disposition of the Notes. This summary does not describe all of the tax considerations that may be relevant to you or your situation, particularly if you are subject to special tax rules. You should consult your tax advisors about the tax consequences of holding the Notes, including the relevance to your particular situation of the considerations discussed below, as well as of state, local and other tax laws.

Chilean Taxation

For purposes of this summary, the term "Foreign Holder" means (i) an individual not resident or domiciled in Chile or (ii) a legal entity that is not organized under the laws of Chile, unless the Notes are assigned to a branch or an agent, representative or, permanent establishment of such entity in Chile. For purposes of Chilean taxation (a) an individual is a resident of Chile if such individual has remained in Chile for more than six months in one calendar year, or a total of more than six months in two consecutive fiscal years; and (b) an individual is domiciled in Chile if he or she resides in Chile with the intention of remaining in Chile (such intention to be evidenced by circumstances such as the acceptance of employment in Chile or the relocation of one's family to Chile). This defined term is not intended as tax advice to any particular investor, which can be rendered only in light of that investor's particular tax situation. Prospective purchasers should consult their own tax advisors about the Chilean tax consequences of the purchase, ownership and disposition of the Notes.

This summary is based upon the tax laws of Chile as in effect on the date of this Luxembourg listing prospectus and is not intended as Chilean tax advice to any particular Foreign Holder, which can be rendered only in light of such Foreign Holder's particular circumstances, and does not purport to be a complete analysis of the potential Chilean tax consequences that may be important to a Foreign Holder based on that Foreign Holder's particular tax situation or circumstances. No assurance can be given that the Chilean tax administration would not assert, or that a court would not sustain a position contrary to, any of the tax characterizations and tax consequences set forth below. Foreign Holders are urged to consult with their own tax advisors concerning the Chilean tax consequences of purchasing, holding and disposing of the Notes.

Under Chilean Law, tax rates applicable to foreign investors, the computation of taxable income for Chilean purposes and the manner in which Chilean taxes are imposed and collected may only be established or amended by another law. In addition, the Chilean tax authorities enact rulings and regulations of both general and specific application and interpret the provisions of Chilean Tax Law. Chilean tax may not be assessed retroactively against taxpayers who rely in good faith on such rulings, regulations and interpretations, but Chilean tax authorities may change such rulings, regulations and interpretations. There is no tax treaty on the subject of double taxation currently in force between Chile and the United States. However, on February 4, 2010, Chile and the United States signed a "Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Capital", which is still not in force.

Under Chilean Tax Law, payments of interest, if any, made by us in respect of the Notes to a Foreign Holder will generally be subject to a Chilean withholding tax currently assessed at a rate of 4%. However, the same interest that qualifies for the referred 4% withholding tax rate is subject to a special additional 31% tax rate to the extent paid to entities related to us, on the portion of our indebtedness considered to be excessive. Our indebtedness will be considered to be excessive ("Excessive Indebtedness") when in the commercial year in which the Notes are issued we have an indebtedness with entities related to us qualifying for the 4% withholding tax rate that exceeds three times our "net worth", as calculated for Chilean tax purposes. Consequently, such interest paid to entities related to us with respect to debt that exceeds the Excessive Indebtedness will be subject to an additional 31% tax.

Under the Excessive Indebtedness rules, a lender or creditor, such as a holder of the Notes, will be deemed to be related to the payor or debtor, if: (i) the lender or creditor is incorporated, domiciled or resident in a tax haven (qualified as such by the Chilean Ministry of Finance, based on a list of harmful preferential tax regimes and tax havens published by the Organization for Economic Co-Operation and Development) at the time of granting the loan; (ii) the lender or debtor, directly or indirectly, owns or participates in 10% or more of the capital or the profits of the other or if lender and debtor have a common partner or shareholder which, directly or indirectly, owns or participates in 10% or more of the capital or the profits of both; or (iii) the debt is guaranteed directly or indirectly with cash or with cash equivalent securities (excluding securities evidencing obligations of the borrower with any of its related entities), for the amount effectively guaranteed. The debtor will be required to issue an affidavit in this regard in the form set forth by the Chilean tax authorities.

As described above, we have agreed, subject to specific exceptions and limitations, to pay Additional Amounts to the Foreign Holders of the Notes in respect of the Chilean interest withholding tax in order that any interest or premium the Foreign Holder receives, net of the Chilean interest withholding tax, equals the amount which would have been received by such Foreign Holder in the absence of such Chilean interest withholding tax. See "*Description of the Notes—Additional Amounts*."

Under Chilean Tax Law and regulations thereunder, payments of principal made by us with respect to the Notes to a Foreign Holder will not be subject to any Chilean taxes.

Pursuant to Chilean Tax Law, income that is generated from goods located in Chile or activities developed in Chile is considered income originated in Chile and therefore subject to Chilean taxes. As of this date, there are no rulings from the Chilean tax authorities under which the capital gain obtained by Foreign Holders upon the sale or other disposition of securities issued abroad by a Chilean company may be considered as Chilean source of income. Thus, any capital gains realized on the sale or other disposition by a Foreign Holder of the Notes issued abroad should not be subject to any Chilean income taxes provided that, in this case, the sale or other disposition of such Notes will be effected outside of Chile by a Foreign Holder. Any premium payable on redemption of the Notes is treated as anticipated interest for Chilean Tax Law purposes, and it will be subject to the Chilean interest withholding tax as described above. Any other payment to be made by us (other than interest or principal on the Notes and except for certain special exceptions granted by Chilean law) will be subject to a 35% withholding tax.

A Foreign Holder will not be liable for estate, gift, inheritance or similar taxes with respect to the Notes unless such Notes (i) are located in Chile at the time of such Foreign Holder's death or (ii) were purchased or acquired with money obtained from Chilean sources. A Foreign Holder will not be liable for Chilean stamp, registration or similar taxes.

The issuance of the Notes is subject to a 0.4% stamp tax to be paid by us upon their issuance (the rate of 0.4% will be in force as of January 1, 2013; the rate in force until December 31, 2012 is 0.6%). Until such tax (and any penalty) is paid, Chilean courts would not enforce any action brought with respect to the Notes.

We have agreed to pay any present or future stamp, court or documentary taxes, charges or levies that arise in Chile from the execution, delivery, enforcement or registration of the Notes or any other document or instrument in relation thereto and have agreed to indemnify holders of the Notes for any taxes, charges or similar levies paid by holders with respect to the above mentioned liabilities.

Certain U.S. Federal Income Tax Considerations

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS LUXEMBOURG LISTING PROSPECTUS IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY HOLDERS FOR THE PURPOSES OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE INTERNAL REVENUE CODE (THE "CODE"); (B) SUCH DISCUSSION IS INCLUDED HEREIN BY THE ISSUER IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE ISSUER OF THE NOTES; AND (C) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

The following summary sets forth certain U.S. federal income tax consequences of the ownership and disposition of the Notes. This summary is based upon existing U.S. federal income tax law as of the date of this Luxembourg listing prospectus, which is subject to change, possibly with retroactive effect, and different interpretations. This summary does not purport to discuss all aspects of U.S. federal income taxation which may be relevant to the particular circumstances of investors, and does not apply to investors subject to special tax rules, such as financial institutions, insurance companies, dealers in securities or currencies, traders in securities or currencies electing to mark their positions to market, regulated investment companies, U.S. expatriates, tax-exempt organizations, persons holding Notes as part of a position in a "straddle" or as part of a hedging transaction, constructive sale or conversion transaction for U.S. tax purposes, investors whose functional currency is not the dollar or persons who own, directly or indirectly, 10 percent or more of our voting power. In addition, this summary does not discuss any non-U.S., or U.S. state or local tax considerations, or any aspect of U.S. federal tax law other than income taxation. This summary only applies to holders that purchase Notes in this offering and hold the Notes as "capital assets" (generally, property held for investment) within the meaning of the Code. Prospective investors should consult their own tax advisors regarding the U.S. federal, state and local, as well as foreign income and other, tax considerations of investing in the Notes.

For purposes of this summary, a U.S. Holder means a beneficial owner of Notes that is (i) an individual that is a citizen or resident of the United States, (ii) a corporation created or organized in or under the laws of the United States, or any State thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or certain electing trusts that were in existence on August 20, 1996, and were treated as domestic trusts on August 19, 1996, or (v) otherwise subject to U.S. federal income tax on a net income basis.

If an entity treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner will generally depend on the status of the partner and upon the activities of the partnership. Accordingly, partnerships that hold Notes and partners in such partnerships should consult their tax advisors about the U.S. federal income tax consequences of holding and disposing of Notes.

Payments of Stated Interest

Payments of stated interest on the Notes (including any Additional Amounts and withheld taxes) generally will be taxable to a U.S. Holder as ordinary income at the time that such payments are received or accrued in accordance with the U.S. Holder's usual method of accounting for U.S. federal income tax purposes. Interest income in respect of the Notes generally will constitute foreign-source income for purposes of computing the foreign tax credit allowable under the U.S. federal income tax laws. The limitation on foreign income taxes eligible for credit is calculated separately with respect to specific classes of income. In this regard, interest income in respect of the Notes will constitute “passive category income” for most U.S. Holders for foreign tax credit purposes.

Subject to generally applicable restrictions and conditions, if any foreign income taxes are withheld on interest payments on the Notes, a U.S. Holder generally will be entitled to a foreign tax credit in respect of any such foreign income taxes. Alternatively, the U.S. Holder may deduct such taxes in computing taxable income provided that the U.S. Holder does not elect to claim a foreign tax credit for any foreign income taxes paid or accrued for the relevant taxable year. The rules regarding foreign tax credits and deduction of foreign income taxes are complex, so U.S. Holders should consult their own tax advisors regarding the availability of foreign tax credits or deductions in respect of foreign income taxes based on their particular circumstances.

Disposition of Notes

A U.S. Holder will generally recognize taxable gain or loss upon the sale, exchange, redemption, retirement or other taxable disposition of a Note in an amount equal to the difference between the amount realized upon such sale, exchange, retirement or other disposition (reduced by an amount attributable to accrued but unpaid stated interest, which is subject to taxation in the manner described above under “—Payments of Stated Interest”) and such U.S. Holder’s adjusted tax basis in the Note. A U.S. Holder’s adjusted tax basis in a Note will generally equal such U.S. Holder’s initial investment in the Note, reduced by any amortizable bond premium previously amortized by the U.S. Holder with respect to the Note, and increased by any amounts included in income by the U.S. Holder as market discount (each as described below under “—Notes Purchased at a Premium or With Market Discount”). Such gain or loss will generally be long-term capital gain or loss if the Note is held for more than one year. Certain U.S. Holders (including individuals) may be eligible for preferential tax rates in respect of long-term capital gain. The deductibility of capital losses by U.S. Holders is subject to limitations.

If any foreign income tax is withheld on the sale or other taxable disposition of a Note, the amount realized by a U.S. Holder will include the gross amount of the proceeds of that sale or other taxable disposition before deduction of such tax. Capital gain or loss, if any, realized by a U.S. Holder on the sale or other taxable disposition of the Notes generally will be treated as U.S.-source gain or loss for U.S. foreign tax credit purposes. Consequently, in the case of a gain from the disposition of a Note that is subject to foreign income tax, the U.S. Holder may not be able to benefit from a foreign tax credit for the tax unless the U.S. Holder can apply the credit against U.S. federal income tax payable on other income from foreign sources. Alternatively, the U.S. Holder may take a deduction for the foreign income tax if the U.S. Holder does not elect to claim a foreign tax credit for any foreign income taxes paid during the taxable year.

Notes Purchased at a Premium or with Market Discount

A U.S. Holder that purchases a Note at a price greater than its principal amount will be considered to have purchased the note at a premium, and may elect to amortize such premium (as an offset to interest income), using a constant-yield method, over the remaining term of the note. Such election, once made, generally applies to all bonds held or subsequently acquired by the U.S. Holder on or after the first taxable year to which the election applies and may not be revoked without the consent of the IRS. A U.S. Holder that elects to amortize such premium must reduce its tax basis in a note by the amount of the premium amortized during its holding period.

If a U.S. Holder of a Note purchases the Note at a price that is lower than its principal amount by at least 0.25% of its principal amount multiplied by the number of remaining whole years to maturity, the Note will be considered to have “market discount” in the hands of such U.S. Holder. In such case, gain realized by the U.S. Holder on the disposition of the Note generally will be treated as ordinary income to the extent of the market discount that accrued on the Note while held by such U.S. Holder. In addition, the U.S. Holder could be required to defer the deduction of a portion of the interest paid on any indebtedness incurred or maintained to purchase or carry the Note. In general terms, market discount on a Note will be treated as accruing ratably over the term of such Note, or, at the election of the Holder, under a constant yield method.

A U.S. Holder may elect to include market discount in income on a current basis as it accrues (on either a ratable or constant-yield basis), in lieu of treating a portion of any gain realized on a sale of a Note as ordinary income. If a U.S. Holder elects to include market discount on a current basis, the interest deduction deferral rule described above will not apply. Any such election, if made, applies to all market discount bonds acquired by the taxpayer on or after the first day of the first taxable year to which such election applies and is revocable only with the consent of the IRS.

Backup Withholding and Information Reporting

Payment on the Notes and sales or redemption proceeds that are made within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting and to backup withholding unless (i) the holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding.

Any amounts withheld under the backup withholding rules from a payment to a holder will be refunded (or credited against such holder's U.S. federal income tax liability, if any), provided the required information is timely furnished to the IRS.

European Union Savings Directive

Under Council Directive 2003/48/EC (the "Directive") on the taxation of savings income, each Member State of the European Union is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or secured by such a person for, an individual beneficial owner resident in, or certain limited types of entity established in, that other Member State. However, for a transitional period, Austria and Luxembourg will (unless during such period they elect otherwise) instead operate a withholding system in relation to such payments. Under such a withholding system, the beneficial owner of the interest payment must be allowed to elect that certain provision of information procedures should be applied instead of withholding. The current rate of withholding is 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to exchange of information procedures relating to interest and other similar income.

A number of non-EU countries and certain dependent or associated territories of certain Member States have adopted or agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a person within their respective jurisdictions to, or secured by such a person for, an individual beneficial owner resident in, or certain limited types of entity established in, a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those countries and territories in relation to payments made by a person in a Member State to, or secured by such a person for, an individual beneficial owner resident in, or certain limited types of entity established in, one of those countries or territories.

A proposal for amendments to the Directive has been published, including a number of suggested changes which, if implemented, would broaden the scope of the rules described above. Investors who are in any doubt as to their position should consult their professional advisors.

If a payment under a Note were to be made by a person in a member state or another country or territory which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment pursuant to the directive or any law implementing or complying with, or introduced in order to conform to the directive, neither the issuer nor any paying agent nor any other person would be obliged to pay additional amounts under the terms of such Note as a result of the imposition of such withholding tax. The issuer is, however, required to maintain a paying agent in a member state that will not be obliged to withhold or deduct tax pursuant to the directive or any such law.

PLAN OF DISTRIBUTION

Subject to the terms and conditions in the purchase agreement among us, the guarantor and the initial purchaser, we have agreed to sell to the initial purchaser, and the initial purchaser has agreed to purchase from us, the entire principal amount of the Notes.

The initial purchaser initially proposes to offer the Notes for resale at the issue price that appears on the cover of this Luxembourg listing prospectus. After the initial offering, the initial purchaser may change the offering price and any other selling terms. The initial purchaser may offer and sell Notes through certain of its affiliates.

In the purchase agreement, we have agreed that:

- we will not offer or sell, contract to sell or otherwise dispose of any debt securities (other than the Notes) for a period of 60 days after the date of this Luxembourg listing prospectus without the prior consent of the initial purchaser; and

- we will indemnify the initial purchaser against certain liabilities, including liabilities under the Securities Act, or contribute to payments that the initial purchaser may be required to make in respect of those liabilities.

The Notes have not been registered under the Securities Act or the securities laws of any other place. In the purchase agreement, the initial purchaser has agreed that:

- the Notes may not be offered or sold within the United States or to U.S. persons except pursuant to an exemption from the registration requirements of the Securities Act or in transactions not subject to those registration requirements.

- during the initial distribution of the Notes, it will offer or sell Notes only to qualified institutional buyers in compliance with Rule 144A and outside the United States in compliance with Regulation S.

In addition, until 40 days following the commencement of this offering, an offer or sale of Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act unless the dealer makes the offer or sale in compliance with Rule 144A or another exemption from registration under the Securities Act.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date"), no offer of Notes which are the subject of the offering contemplated by this Luxembourg listing prospectus will be made to the public in that Relevant Member State other than:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require us or any representative to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

In the purchase agreement, the initial purchaser has also represented that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA") received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of FSMA does not apply to us or the guarantor.

- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

The Notes are a new issue of securities and there is currently no established trading market for the Notes. In addition, the Notes are subject to certain restrictions on resale and transfer as described under "Notice to Investors." We will apply to have the Notes listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange. The initial purchaser has advised us that it intends to make a market in the Notes, but it is not obligated to do so. The initial purchaser may discontinue any market making in the Notes at any time in its sole discretion. Accordingly, we cannot assure you that a liquid trading market will develop for the Notes, that you will be able to sell your Notes at a particular time or that the prices that you receive when you sell will be favorable.

You should be aware that the laws and practices of certain countries require investors to pay stamp taxes and other charges in connection with purchases of securities.

In connection with the offering of the Notes, the initial purchaser may but is not required to engage in overallotment, stabilizing transactions and syndicate covering transactions. Overallotment involves sales in excess of the offering size, which creates a short position for the initial purchaser. Stabilizing transactions involve bids to purchase the Notes in the open market for the purpose of pegging, fixing or maintaining the price of the Notes. Syndicate covering transactions involve purchases of the Notes in the open market after the distribution has been completed in order to cover short positions. Stabilizing transactions and syndicate covering transactions may cause the price of the Notes to be higher than it would otherwise be in the absence of those transactions. If the initial purchaser engages in stabilizing or syndicate covering transactions, it may discontinue them at any time.

The initial purchaser and certain of its affiliates have performed various financial advisory, investment banking and commercial banking services from time to time for us and our affiliates for which they have received customary fees. The initial purchaser and/or its affiliates may enter into derivative transactions in connection with the Notes, acting at the order and for the account of its clients, pursuant to the terms agreed to between the initial purchaser and its respective client. The initial purchaser and/or its affiliates may also purchase some of the Notes as a hedge for such transactions. Such transactions may have an effect on demand, price or other terms of the offering.

NOTICE TO INVESTORS

The Notes are subject to restrictions on transfer as summarized below. By purchasing Notes, you will be deemed to have made the following acknowledgements, representations to and agreements with us and the initial purchaser:

(1) You acknowledge that:

- the Notes and the guarantee have not been registered under the Securities Act or any other securities laws and are being offered for resale in transactions that do not require registration under the Securities Act or any other securities laws; and

- unless so registered, the Notes and the guarantee may not be offered, sold or otherwise transferred except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or any other applicable securities laws, and in each case in compliance with the conditions for transfer set forth in paragraph (4) below.

(2) You represent that you are not an affiliate (as defined in Rule 144 under the Securities Act) of ours, that you are not acting on our behalf and that either:

- you are a qualified institutional buyer (as defined in Rule 144A under the Securities Act) and are purchasing Notes for your own account or for the account of another qualified institutional buyer, and you are aware that the initial purchaser is selling the Notes to you in reliance on Rule 144A; or

- you are not a U.S. person (as defined in Regulation S under the Securities Act) or purchasing for the account or benefit of a U.S. person, other than a distributor, and you are purchasing Notes in an offshore transaction in accordance with Regulation S.

(3) You acknowledge that neither we nor the initial purchaser nor any person representing us or the initial purchaser has made any representation to you with respect to us or the offering of the Notes, other than the information contained in this Luxembourg listing prospectus. You represent that you are relying only on this Luxembourg listing prospectus in making your investment decision with respect to the Notes. You agree that you have had access to such financial and other information concerning us and the Notes as you have deemed necessary in connection with your decision to purchase Notes, including an opportunity to ask questions of and request information from us.

(4) You represent that you are purchasing Notes for your own account, or for one or more investor accounts for which you are acting as a fiduciary or agent, in each case not with a view to, or for offer or sale in connection with, any distribution of the Notes in violation of the Securities Act, subject to any requirement of law that the disposition of your property or the property of that investor account or accounts be at all times within your or their control and subject to your or their ability to resell the Notes pursuant to Rule 144A or any other available exemption from registration under the Securities Act. You agree on your own behalf and on behalf of any investor account for which you are purchasing Notes, and each subsequent holder of the Notes by its acceptance of the Notes will agree, that until the end of the Resale Restriction Period (as defined below), the Notes may be offered, sold or otherwise transferred only:

(a) to us;

(b) under a registration statement that has been declared effective under the Securities Act;

(c) for so long as the Notes are eligible for resale under Rule 144A, to a person the seller reasonably believes is a qualified institutional buyer that is purchasing for its own account or for the account of another qualified institutional buyer and to whom notice is given that the transfer is being made in reliance on Rule 144A;

(d) through offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act; or

(e) under any other available exemption from the registration requirements of the Securities Act;

subject in each of the above cases to any requirement of law that the disposition of the seller's property or the property of an investor account or accounts be at all times within the seller or account's control.

You also acknowledge that:

- we and the Trustee reserve the right to require in connection with any offer, sale or other transfer of Notes under clauses (d) and (e) above the delivery of an opinion of counsel, certifications and/or other information satisfactory to us and the Trustee; and

- The following is the form of restrictive legend which will appear on the face of the Rule 144A Global Note, and which will be used to notify transferees of the foregoing restrictions on transfer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF AUTOMOTORES GILDEMEISTER S.A. (THE "COMPANY") THAT THIS NOTE OR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO THE COMPANY, (2) SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A) IN ACCORDANCE WITH RULE 144A, (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AFFORDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, REPRESENTS AND AGREES THAT IT SHALL NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE ON SATISFACTION OF THE CONDITIONS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN."

- The following is the form of restrictive legend which will appear on the face of the Regulation S Global Note and which will be used to notify transferees of the foregoing restrictions on transfer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE

HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES THAT NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY OTHER APPLICABLE JURISDICTION.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE AFTER 40 DAYS BEGINNING ON AND INCLUDING THE LATER OF (A) THE DATE ON WHICH THE NOTES ARE OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND (B) THE ORIGINAL ISSUE DATE OF THE NOTES."

(5) You acknowledge that we, the initial purchaser and others will rely upon the truth and accuracy of the above acknowledgments, representations and agreements. You agree that if any of the acknowledgments, representations or agreements you are deemed to have made by your purchase of Notes is no longer accurate, you will promptly notify us and the initial purchaser. If you are purchasing any Notes as a fiduciary or agent for one or more investor accounts, you represent that you have sole investment discretion with respect to each of those accounts and that you have full power to make the above acknowledgments, representations and agreements on behalf of each account.

GENERAL INFORMATION

Clearing Systems

The Notes were accepted for clearance through Euroclear and Clearstream. In addition, the Notes were accepted for trading in book-entry form by DTC.

For the Rule 144A Notes, the ISIN number is US05330JAD00, the Common Code number is 083561203 and the CUSIP number is 05330J AD0.

For the Regulation S Notes, the ISIN number is USP06006AC75, the Common Code number is 083561165 and the CUSIP number is P06006 AC7.

Authorization

We have obtained all necessary consents, approvals and authorizations in connection with the issuance and performance of the Notes. The Notes were authorized by resolutions of the Board of Directors of Gildemeister on January 2, 2013.

No Material Adverse Change

Except as disclosed in this Luxembourg listing prospectus, there has been no material adverse change in the financial position or prospects of Gildemeister and its subsidiaries taken as a whole since September 30, 2012, which is the date of our Unaudited Interim Consolidated Financial Statements.

Litigation

We are not involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened) relating to claims or amounts which may have or have had during the 12 months prior to the date of this Luxembourg listing prospectus a material adverse effect on our financial position and our subsidiaries taken as a whole.

Documents Available on Display

For so long as of any Notes are outstanding and listed on the Luxembourg Stock Exchange for trading on the Euro MTF market, copies of the following items in English will be available free of charge from Deutsche Bank Luxembourg S.A., currently located at 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, Luxembourg on any day except Saturdays, Sundays and public holidays:

- our Audited Consolidated Annual Financial Statements;

- our Unaudited Interim Consolidated Financial Statements;

- our audited year-end financial statements and unaudited interim financial statements for subsequent periods; and

- any related notes to these items.

During the same period, the indenture (which includes the provisions for the guaranty of the Notes), a copy of our articles of incorporation and a copy of the articles of incorporation of any guarantor will be available at the offices of Deutsche Bank Luxembourg S.A.

Marc Leasing S.A.

The obligations of Gildemeister pursuant to the notes, including any repurchase obligation resulting from a Change of Control, will be unconditionally guaranteed, jointly and severally, on an unsecured basis, by Marc Leasing, S.A.

Marc Leasing S.A. is a privately held company founded on December 9, 1992 as a *sociedad anónima*. Marc Leasing S.A. is a direct subsidiary of Gildemeister, which holds 99.75% of the outstanding shares of Marc Leasing S.A. The capital stock of Marc Leasing S.A. is represented by 1,000,000 shares. All shares are issued and outstanding and have no par value. Marc Leasing S.A. was established with the corporate purpose of, either directly or indirectly, acquiring, selling or leasing private and real property. Marc Leasing S.A. may also perform any class of financing related with these operations and any other activity which is directly or indirectly related to performing these operations so that all necessary actions may be taken and all necessary contracts may be signed. For the nine months ended September 30, 2012, Marc Leasing, S.A. had immaterial business operations and did not own any assets other than those that were *de minimis* in value. Its main value stems from a deferred tax asset of Ch$370.8 million. This tax credit constitutes the majority of its total assets which, as of September 30, 2012, amounted to Ch$502.1 million, or approximately U.S. $1.1 million. As of September 30, 2012, the capitalization of Marc Leasing S.A. was limited to shareholders' equity of Ch$459.3 million. As of September 30, 2012, Marc Leasing S.A. had no outstanding indebtedness other than short-term obligations with Gildemeister for Ch$42.8 million obtained for administrative purposes, and its only contingent liability is the guarantee of U.S. $400 million of Gildemeister's 8.250% Senior Notes due 2021 issued May 24, 2011 and January 17, 2012. As of September 30, 2012, Marc Leasing S.A. was not involved in any legal or arbitration proceedings which may have or have had a significant effect its financial position.

The current Board of Directors is composed of three members. The members of the Board of Directors of Marc Leasing S.A. are Ricardo Lessmann, Bruno Puntous and Eduardo Moyano. For biographical information for each member of the Board of Directors, see "Management."

The principal executive offices of Marc Leasing S.A. are located at 570 Avenida Américo Vespucio, Pudahuel, Santiago, Chile. The main telephone number is +56-2-640-4000.

The financial statements of Marc Leasing S.A. contained in this Luxembourg listing prospectus have been audited by PricewaterhouseCoopers, Consultores, Auditores y Cia, Ltda., with its office located at Avenida Andres Bello 2711, Piso 3, Las Condes, Santiago, Chile.

LEGAL MATTERS

The validity of the Notes was passed upon for Gildemeister by Cleary Gottlieb Steen & Hamilton LLP, New York, New York, United States counsel to Gildemeister, and by Cariola Diez Perez-Cotapos y Cia. Ltda., Santiago, Chile, local counsel to Gildemeister. Cleary Gottlieb Steen & Hamilton LLP may rely without independent investigation as to all matters of Chilean law on Cariola Diez Perez-Cotapos y Cia. Ltda., local counsel to Gildemeister, and Cariola Diez Perez-Cotapos y Cia. Ltda. may rely without independent investigation as to all matters of United States law on Cleary Gottlieb Steen & Hamilton LLP.

Certain legal matters were passed upon for the initial purchaser by Davis Polk & Wardwell LLP, New York, New York, as to U.S. law, and by Philippi, Yrarrazaval, Pulido & Brunner, Abogados Ltda., as to Chilean law. Davis Polk & Wardwell LLP may rely without independent investigation as to all matters of Chilean law on Philippi, Yrarrazaval, Pulido & Brunner, Abogados Ltda., local counsel to initial purchaser, and Philippi, Yrarrazaval, Pulido & Brunner, Abogados Ltda. may rely without independent investigation as to all matters of United States law on Davis Polk & Wardwell LLP.

INDEPENDENT ACCOUNTANTS

The consolidated financial statements as of December 31, 2011 and 2010 and for each of the three years in the period ended December 31, 2011, included in this Luxembourg listing prospectus, have been audited by PricewaterhouseCoopers, Consultores, Auditores y Cia, Ltda., independent auditors, as stated in their report appearing herein. Our Peruvian consolidated financial statements as of December 31, 2011 and 2010 and for each of the three years in the period ended December 31, 2011, from which, in part, our audited consolidated financial statements are derived, have been prepared under Chilean GAAP and have been audited by Medina, Zaldívar, Paredes & Asociados S. Civil de R.L., a member firm of Ernst & Young in Peru, in accordance with auditing standards generally accepted in Peru. Medina, Zaldívar, Paredes & Asociados S. Civil de R.L. issued their audit report for our Peruvian consolidated financial statements as of and for the years ended December 31, 2011 and 2010 on February 3, 2012.

RESPONSIBILITY AND NO MATERIAL ADVERSE CHANGE

Gildemeister accepts responsibility for the information contained in this Luxembourg listing prospectus and, to the best of its knowledge and belief (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to have a material effect on such information. Except as disclosed in this Luxembourg listing prospectus, there has not been any significant change in our financial or trading position since the date of our last published interim financial statements included in this Luxembourg listing prospectus and there has not been any material adverse change in our business prospects since the date of our last published audited financial statements included in this Luxembourg listing prospectus.

INDEX TO FINANCIAL STATEMENTS

AUTOMOTORES GILDEMEISTER S.A. AND SUBSIDIARIES

Ch$ -	Chilean pesos
ThCh$ -	Thousands of Chilean pesos
US$ -	United States dollars
ThUS$ -	Thousands of United States dollars
UF -	The Unidad de Fomento is a Chilean government inflation - indexed, peso denominated monetary unit set daily in advance on the basis of the previous month’s inflation rate.

REPORT OF INDEPENDENT ACCOUNTANTS

Santiago, February 14, 2012

To the Shareholders and Directors
Automotores Gildemeister S.A.

We have audited the accompanying consolidated balance sheets of Automotores Gildemeister S.A. and subsidiaries as of December 31, 2011 and 2010, and the related consolidated statements of income and of cash flows for each of the three years in the period ended December 31, 2011. These financial statements (including the notes thereto) are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of the subsidiary Automotores Gildemeister Perú S.A., which show total consolidated assets amounting to ThCh$ 131,488,438 and ThCh$ 98,289,676 at December 31, 2011 and 2010, respectively, and total consolidated sales amounting to ThCh$ 250,386,277, ThCh$ 165,125,469 and ThCh$ 119,467,980 for each of the three years in the period ended December 31, 2011. Those financial statements were examined by other auditors whose reports have been made available to us. Our opinion in regard to the amounts included for this subsidiary is based solely on the audit reports as issued by those auditors.

We conducted our audits in accordance with auditing standards generally accepted in Chile. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, based on our audits and on the reports of other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Automotores Gildemeister S.A. and its subsidiaries as of December 31, 2011 and 2010, the results of their operations and their cash flows for each of the three years in the period ended December 31, 2011, in accordance with accounting principles generally accepted in Chile.

/s/ PricewaterhouseCoopers

AUTOMOTORES GILDEMEISTER S.A. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

ASSETS	At December 31, 2011	2010	LIABILITIES AND SHAREHOLDERS' EQUITY
	ThCh$	ThCh$	
CURRENT ASSETS			CURRENT LIABILITIES
Cash and cash equivalents	15,589,786	15,029,486	Short-term obligations with banks and
Marketable securities	68,020,651	14,026,500	financial institutions
Trade accounts receivable (net)	40,149,948	33,740,110	Obligations with banks and financial institutio
Notes receivable (net)	14,608,046	12,587,710	long term - short term portion
Sundry debtors (net)	1,525,783	3,651,942	Obligations with the public (Bond) long term -
Accounts receivable from related affiliates	15,536,775	10,667,888	short term portion
Inventories (net)	174,681,198	125,963,262	Accounts payable
Recoverable taxes	2,485,605	2,121,178	Sundry creditors
Deferred income taxes	4,524,050	4,715,050	Provisions
Prepaid expenses	304,580	560,447	Tax withholdings
Other current assets	4,155,108	13,309,471	Deferred income
Total current assets	341,581,530	236,373,044	Total current liabilities
PROPERTY, PLANT AND EQUIPMENT			LONG - TERM LIABILITIES
Land	34,116,023	21,901,725	Obligations with banks and financial institutio
Buildings and infrastructure	29,099,267	25,616,278	Obligations with the public (bond)
Machinery and equipment	12,599,630	3,953,463	Sundry creditors
Other fixed assets	9,153,496	7,040,441	Total long-term liabilities
Accumulated depreciation	(14,480,290)	(9,138,696)	
Total net property, plant and equipment	70,488,126	49,373,211	MINORITY INTEREST
OTHER ASSETS			SHAREHOLDERS' EQUITY
Goodwill	582,613	627,429	Paid-in capital
Accounts receivable from related affiliates	10,384,000	-	Retained earnings
Other accounts receivable	777,953	111,845	Other reserves
Deferred taxes	258,216	235,263	Interim dividend
Other	2,228,876	2,067,968	Net income for the year
Total other assets	14,231,658	3,042,505	Total shareholders' equity
Total assets	426,301,314	288,788,760	Total liabilities and shareholders' equity

The accompanying Notes 1 to 29 are an integral part of these consolidated financial stateme

AUTOMOTORES GILDEMEISTER S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

	For the year ended December 31, 2011	2010	2009
	ThCh$	ThCh$	ThCh$
OPERATING INCOME			
Sales	680,769,568	534,558,436	381,659,975
Cost of sales	(507,629,845)	(404,520,408)	(296,552,877)
Gross profit	173,139,723	130,038,028	85,107,098
Administrative and selling expenses	(93,210,185)	(75,997,243)	(62,042,435)
Operating income	79,929,538	54,040,785	23,064,663
NON - OPERATING RESULTS			
Financial income	1,896,283	1,198,182	1,061,605
Other non-operating income	573,022	611,564	991,195
Amortization of goodwill	(45,648)	(45,342)	(44,723)
Financial expenses	(20,302,774)	(12,074,066)	(13,670,848)
Other non-operating expenses	(272,494)	(749,438)	(1,865,959)
Price-level restatement and exchange rate difference	(12,418,394)	(1,953,393)	4,161,002
Non-operating results	(30,570,005)	(13,012,493)	(9,367,728)
Income before income tax	49,359,533	41,028,292	13,696,935
Income tax	(12,422,195)	(7,460,929)	(2,425,752)
Consolidated income of controlling interest	36,937,338	33,567,363	11,271,183
Minority interest	(2)	(1)	35
NET INCOME FOR THE YEAR	36,937,336	33,567,362	11,271,218

The accompanying Notes 1 to 29 are an integral part of these consolidated financial statements.

AUTOMOTORES GILDEMEISTER S.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

	For the year ended December 31, 2011	2010	2009
	ThCh$	ThCh$	ThCh$
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income for the year	36,937,336	33,567,362	11,271,218
Income on sale of property, plant and equipment	124,208	281,697	1,172,933
Charges (credits) to income not representing cash flows:			
Depreciation of fixed assets	4,013,608	2,857,265	3,003,304
Amortization of key money	242,131	304,504	191,060
Amortization of trademarks	30,984	30,984	30,984
Provisions and write-offs	454,820	2,015,178	1,975,037
Current and deferred income taxes	12,422,195	7,460,929	2,425,752
Amortization of goodwill	45,648	45,342	44,723
Price-level restatement and exchange rate difference	12,418,394	1,953,393	(4,161,002)
Changes in assets affecting cash flows:			
Trade accounts receivable, notes receivable and sundry debtors	(6,639,865)	(4,025,595)	842,334
Inventories	(53,200,874)	(23,057,292)	47,575,244
Recoverable taxes	(6,833,957)	2,707,262	5,419,573
Accounts receivable from affiliates	1,409,644	-	-
Other assets	6,876,875	5,401,926	(9,311,247)
Changes in liabilities affecting cash flows:			
Accounts payable	(2,289,056)	(1,746,291)	(6,866,149)
Notes payable	-	(15,393,600)	5,998,470
Sundry creditors	(166,076)	-	-
Provisions and tax withholdings	4,634,557	2,861,025	(1,606,401)
Accounts payable from related affiliates	(3,647)	-	-
Other accounts payable	938,238	-	-
Minority interest	2	1	(35)
Net cash flow provided by operating activities	11,415,165	15,264,090	58,005,798
CASH FLOWS FROM FINANCING ACTIVITIES			
Bank loans	489,496,505	301,887,492	136,006,142
Obligations with the public (Bond)	141,813,000	-	-
Loans from related affiliates	15,585,346	-	22,585,135
Dividends paid	(13,945,751)	(11,475,755)	-
Bank loan payments	(536,219,228	(278,965,665)	(205,199,878)
Collections from affiliates	2,076,800	2,209,424	-
Other financing Payments	-	-	(3,662,069)
Loans to affiliates	(33,604,726)	(1,318,600)	(4,759,678)
Net cash flow provided by (used in) financing activities	65,201,946	12,336,896	(55,030,348)
CASH FLOWS FROM INVESTING ACTIVITIES			
Acquisition of property, plant and equipment	(24,040,564)	(7,417,125)	(9,979,504)
Disposals of property, plant and equipment	918,181	546,570	5,249,915
Investment in financial instruments	1,079,418	-	-
Other investment disbursements	-	(2,132,360)	(432,039)
Net cash flow used in investment activities	(22,042,965)	(9,002,915)	(5,161,628)
Net cash flow for the year	54,574,146	18,598,071	(2,186,178)
Effect of inflation on cash and cash equivalents	(19,695)	(156,853)	244,654
NET CHANGE IN CASH AND CASH EQUIVALENTS	54,554,451	18,441,218	(1,941,524)
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE YEAR	29,055,986	10,614,768	12,556,292
CASH AND CASH EQUIVALENTS AT THE END OF THE YEAR	83,610,437	29,055,986	10,614,768

The accompanying Notes 1 to 29 are an integral part of these consolidated financial statements.

AUTOMOTORES GILDEMEISTER S.A. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

AT DECEMBER 31, 2011, 2010 AND 2009

NOTE 1 - COMPANY'S INCORPORATION AND OBJECTIVE

Automotores Gildemeister S.A. ("Automotores Gildemeister") was incorporated by a public deed dated March 14, 1986 as a limited liability company. Automotores Gildemeister's purpose is to purchase, sell, import, export, distribution, assemble, manufacture, repair and trade of motorized vehicles, their components, accessories, elements, spare parts, and any other business the shareholders may agree to.

Automotores Gildemeister was a converted into a closely-held corporation, under public deed dated April 22, 1989, in accordance with the provisions of Law 18,046, without changing the scope of its authorized business.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Accounting period

The accompanying consolidated financial statements present information as of December 31, 2011, 2010 and 2009 and for each of the years ended December 31, 2011, 2010 and 2009.

b) Basis of preparation

These financial statements have been prepared in accordance with accounting principles generally accepted in Chile ("Chilean GAAP"), issued by the Chilean Institute of Accountants.

The preparation of financial statements in conformity with Chilean GAAP requires management to make estimates and assumptions that affect the assets and liabilities, the disclosure of contingent assets and liabilities at the dates of the financial statements and the revenues and expenses during the reporting periods. Actual results could differ from those estimates.

c) Basis of presentation

In accordance with Chilean GAAP, the consolidated balance sheets for 2010 and 2009 and the amounts disclosed in the related notes have been restated in terms of Chilean pesos as of December 31, 2011 for purchasing power, and certain minor reclassifications have been made.

d) Basis of consolidation

The consolidated interim financial statements include all assets, liabilities, income and cash flows of Automotores Gildemeister and its subsidiaries (the "Company"). Intercompany transactions or balances have been eliminated. The equity interests held by minority investors in the balance sheet and statement of income are presented as minority interest.

The consolidated interim financial statements include the following subsidiaries:

	Ownership percentage at December 31,	
	2011	2010
	%	%
Marc Leasing S.A.	99.75	99.75
Automotores Gildemeister Perú S.A. (*)	99.99	99.99

(*) On December 29, 2010, the following was approved:

i) The transfer of the shares held by Automotores Gildemeister in Maquinaria Nacional Perú S.A. and Motor Mundo Perú S.A. to Automotores Gildemeister Perú S.A.

ii) The capitalization of the accounts payable held by Maquinaria Nacional Perú S.A. and Motor Mundo Perú S.A. amounting to ThUS$ 3,500 and ThUS$ 8,100, respectively, with Automotores Gildemeister Perú S.A.

Since the corporate reorganization was carried out between companies under common control and did not imply a change in control, in accordance with Chilean generally accepted accounting principles, this reorganization was recorded following the "pooling of interest" accounting method and the consolidated financial statements of Automotores Gildemeister Perú S.A. were prepared assuming that Maquinaria Nacional Perú S.A. and Motor Mundo Perú S.A. had been under its control during each of the years presented.

e) Estimates

The preparation of financial statements requires that management uses estimates and assumptions affecting the amounts included in these financial statements and their related notes.

The estimate made and assumptions used by the company are based on historic experience, changes in the industry and information provided by qualified external sources.

The significant estimates and accounting policies are those that are important to show properly the Company's financial position and results of operations and/or those that require a high degree of judgment by management.

f) Price-level restatement and exchange rate difference

The consolidated financial statements have been restated to recognize the effect of the changes of the purchasing power of local currency during the respective periods. For this purpose, the Company has restated non-monetary assets and liabilities and shareholders´ equity, plus its income statement accounts, in accordance with Chilean GAAP. These restatements have been calculated based on variations in the official Consumer Price Index (IPC) published by the Chilean National Statistics Institute, calculated one month arrears, which showed an increase of 3.9% from January 1 to December 31, 2011 (2.5% and -2.3% for the same period in 2010 and 2009, respectively).

Foreign currency transactions are translated into Chilean peso using the exchange rates prevailing at the dates of the transactions or valuation where items are remeasured.

Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the income statement.

g) Translation of the subsidiaries financial statements

The financial statements of the foreign subsidiaries (Perú) have been translated to Chilean pesos as set forth in Technical Bulletin N° 64 of the Chilean Institute of Accountants, applicable to a "non-extension of operations in an unstable country."

h) Basis of translation

At each period-end, assets and liabilities in foreign currency and in UF have been expressed in Chilean pesos at the following exchange rates:

	Ch$ per unit at December 31,		
	2011	2010	2009
United States dollar	519.20	468.01	507.10
Unidad de Fomento (UF)	22,294.03	21,455.55	20,942.88

i) Marketable securities

Marketable securities correspond to investments in mutual funds registered at their respective period-end fair market value.

j) Allowance for doubtful accounts

The Company recognized a provision for doubtful recoverable accounts based on the age of its accounts receivable and other relevant information at each period end. This provision is presented net of trade accounts receivable, notes receivable and sundry debtors.

k) Inventories

Inventories are presented at their restated acquisition cost. These values do not exceed their respective market value. The Company has registered a provision for obsolescence based on a stock turnover analysis; this provision is deducted from the inventories financial statement line.

Inventories in transit are valued at their cost (including insurance and fleet expenses) translated at the exchange rate at the period end.

l) Other current assets

This includes mainly escrow deposits which are used to open letters of credit in order to guarantee the importation of vehicles.

m) Property, plant and equipment

Property, plant and equipment are valued at the restated acquisition cost. Depreciation has been calculated on restated values by using the straight-line method based on the estimated useful lives of the assets.

n) Financial leases

The Company has lease obligations related to its property, plant and equipment. These assets do not legally belong to the Company so it can not freely dispose of the leased properties until the purchase options are exercised. These assets are valued at the present value of the lease contract which is calculated by discounting the value of the periodic rental and the purchase option considering the implicit or explicit interest rate at the time of the contract. The relevant liability is presented under sundry creditors (short and long term liabilities) net of the respective deferred interest.

o) Goodwill

Goodwill represents the difference between the price paid for shares of subsidiaries and their book value. Goodwill is amortized over the expected period of return on the investment with a limit of 20 years.

p) Accounts receivable from related companies

This line item mainly includes current account transactions and loans granted; and usually do not bear interests or adjustments.

q) Other assets

Other assets include commercial brands valued at their acquisition cost and amortized over a period of 20 years. Additionally, other assets include rights of use, which are amortized according to the contracts and lease guarantees duration.

r) Income tax

The Company recorded a provision for current income tax in accordance with current tax legislation.

The effects of deferred income taxes arise from temporary differences between book and tax values of assets and liabilities, taking into account the taxation rate prevailing at the time of reversal, in accordance with Technical Bulletin No. 60 of the Chilean Institute of Accountants.

s) Provisions

The Company determines provisions corresponding to liabilities that, as of the date of the financial statements, are accrued or outstanding and which will be settled in the following twelve months, including:

- Staff vacation: Annual cost is recognized on an accrual basis.
- Personnel expenses: The Company does not recognize a provision for severance obligations for years of service, as the Company does not provide this benefit. As of December 31, 2011 and 2010, a severance provision related to the termination of certain notified employees was recognized and recorded under other provisions.
- Supplier: Corresponds to the accrued obligation of the following expenses: storage, pre-delivery, body adaptation, work transformation and spare parts (including body parts and accessories).
- Dealers annual bonus: Accrued obligation corresponding to the accomplishment of sales targets of concessionaires.
- Loss of leased fleet: Corresponds to the estimated loss that will be realized at the moment of the sale of the vehicles.

t) Revenue recognition

The Company recognizes revenue generated by the sale of vehicles, machinery, spare parts and automobile supplies upon billing, which in most cases is on the date of physical delivery. For those invoices issued for which the physical delivery of the product sold has not been made, the corresponding revenue is recognized and reported as deferred income and the associated costs as inventories on the balance sheet.

u) Cash and cash equivalents

The Company has defined cash and cash equivalents to be cash, current bank account balances and financial investments maturing in 90 days or less, which are part of the general administration of cash surpluses.

Cash flows from operating activities include all business-related cash flows, as well as interest paid, financial income, and in general, all cash flows not defined as relating to financing or investment activities. The operating activities used in this statement are more comprehensive than those used in the statement of income.

NOTE 3 - ACCOUNTING CHANGES

At December 31, 2011, no accounting changes have been made in relation to the prior year which could significantly affect the interpretation of these financial statements.

NOTE 4 - PRICE-LEVEL RESTATEMENT AND EXCHANGE RATE DIFFERENCE

The application of the price-level restatement mechanism described in Note 2 f) and h) generated a charge to incom
ThCh$ 2,910,028 in 2010 and credit of ThCh$ 1,121,018 in 2009), as follows:

	(Debit) credit to income Price Level Restatement at December 31, UF			CPI			Exchange rate difference at December 31,		
	2011	2010	2009	2011	2010	2009	2011	2010	200
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh
Restatement of equity	-	-	-	(2,452,599)	(1,314,254)	1,090,657	-	-	
Restatement of:									
Inventories	-	-	-	(1,524,427)	(2,245,130)	(3,834,076)	1,605,606	(1,498,299)	(4,232,
Property, plant and equipment	-	-	-	-	-	(970,564)	1,691,127	1,002,085	
Other assets	28,661	21,671	(97,002)	3,448,396	182,979	(575,135)	1,238,671	642,889	(8,100,
Liabilities	(1,704,097)	(258,118)	326,133	(16,247,060)	556,149	-	-	-	17,514,
Net (debit) credit to income	(1,675,436)	(236,447)	229,131	(16,775,690)	(2,820,256)	(4,289,118)	4,535,404	146,675	5,181,
Restatement of income statement	-	-	-	-	-	-	(797,536)	(420,946)	(13,
Accumulated adjustment of translation differences (*)	-	-	-	2,294,864	1,377,581	3,053,975	-	-	
Total price-level restatement and exchange rate difference	(1,675,436)	(236,447)	229,131	(14,480,826)	(1,442,675)	(1,235,143)	3,737,868	(274,271)	5,167,

(*) Corresponds to the application of the Technical Bulletin No. 64 of the Chilean Institute of Accountants. Under th
statements of foreign subsidiaries that operate in countries that are exposed to significant risks, restrictions or infl
first be expressed in US dollars and then translated into Chilean pesos at the year-end exchange rate. The res
recorded in the foreign subsidiary as a non-operating result.

NOTE 5 - MARKETABLE SECURITIES

At December 31, 2011 and 2010, the marketable securities line consisted of the following:

Institution	Type	Number of cuotas	Value per cuota	At December 31, 2011	2010
				M$	M$
Santander Asset Management	Mutual fund	5,009,178.8323	1,537.7064	7,702,647	14,026,500
Banchile Administradora S.A.	Mutual fund	4,649,121.1801	2,022.5607	9,403,130	-
JP Morgan	Investment			5,149	-
Santander Asset Management	Mutual fund	40,912.9892	317,326.3694	12,982,770	-
Banchile Administradora S.A	Mutual fund	29,025.5926	626,716.7148	18,190,824	-
FM Itaú	Mutual fund	15,293.4976	611,302.2379	9,348,949	-
BCI Asset Management	Mutual fund	81,130.3989	64,017.2042	5,193,741	-
BCI Asset Management	Mutual fund	81,125.7002	64,017.2042	5,193,441	-
Total				68,020,651	14,026,500
				=========	========

NOTE 6 - TRADE ACCOUNTS RECEIVABLE

At December 31, 2011 and 2010, the components of this line item are as follows:

	Up to 90 days		Over 90 days up to 1 year		Subtotal	
	2011	2010	2011	2010	2011	2010
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Trade receivable	39,353,862	35,346,481	2,131,643	749,615	41,485,505	36,096,09
Allowance for doubtful accounts	(1,335,557)	(2,355,986)	-	-	(1,335,557)	(2,355,98
Notes receivable	12,308,859	11,557,202	5,094,877	3,627,533	17,403,736	15,184,73
Allowance for doubtful accounts	(2,795,690)	(2,597,025)	-	-	(2,795,690)	(2,597,02

NOTE 7 - INVENTORIES

Inventories at each year, valued as described in Note 2 k), consisted of the following:

	At December 31, 2011	At December 31, 2010
	ThCh$	ThCh$
New vehicles	63,594,920	61,223,980
New vehicles, old versions	475,677	437,121
Used vehicles	2,564,459	3,280,836
Machinery	10,106,066	8,996,161
Spare parts	24,021,941	20,985,465
Inventories in transit	55,755,480	14,101,947
Undelivered vehicles (1)	21,983,965	19,739,260
Obsolescence provision	(3,821,310)	(2,801,508)
Total	174,681,198	125,963,262
	==========	=========

(1) The line item "undelivered vehicles" represents sold vehicles at the period end, for which the delivery to the client is made at the beginning of the following period.

NOTE 8 - OTHER CURRENT ASSETS

The detail of other current assets is the following:

	At December 31, 2011	At December 31, 2010
	ThCh$	ThCh$
Letters of credit	22,160	6,367,844
Advance payments foreign suppliers	1,073,706	1,937,756
Performance guarantees	110,816	4,295,264
Escrow deposits	2,335,619	707,553
Promise to purchase guarantee	611,793	-
Others	1,014	1,054
Total	4,155,108	13,309,471
	========	========

NOTE 9 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment is summarized as follows:

	At December 31, 2011	2010
	ThCh$	ThCh$
Land	34,116,023	21,901,725
Buildings and improvements	29,099,267	25,616,278
Machinery and equipment	10,598,193	1,966,569
Vehicles	2,001,437	1,986,894
Total machinery and equipment	12,599,630	3,953,463
Furniture and fittings	7,509,107	6,471,219
Leased assets	1,644,389	569,222
Total other fixed assets	9,153,496	7,040,441
Total gross fixed assets	84,968,416	58,511,907
Accumulated depreciation	(14,480,290)	(9,138,696)
Total Property, plant and equipment	70,488,126	49,373,211
	=========	=========

The depreciation charge for the period amounted to ThCh$ 4,013,608 (ThCh$ 2,857,265 in 2010 and ThCh$ 3,003,304 in 2009).

The main additions that occurred during 2011 correspond to the acquisition of land, construction of corporate building and cranes for rental.

NOTE 10 - GOODWILL

Goodwill is comprised of the following:

	2011		2010		2009	
	Amortization of the year	Net value	Amortization of the year	Net value	Amortization of the year	Net value
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Automotores Gildemeister Perú S.A.	45,648	582,613	45,342	627,429	33,137	498,453
Maquinaria Nacional Perú S.A.	-	-	-	-	11,586	173,792
Total	45,648	582,613	45,342	627,429	44,723	672,245
	=====	======	=====	======	======	=======

NOTE 11 - OTHER ASSETS

At December 31, 2011 and 2010 the components of this line item are as follows:

	2011	2010
	ThCh$	ThCh$
Rental premiums (net) (1)	512,156	587,104
Lease guarantees	739,709	711,449
Trademarks (net) (2)	309,839	340,823
System development (3)	667,172	428,592
Total	2,228,876	2,067,968
	========	========

(1) This line corresponds to the cost paid for the lease agreements entered by the Company with third parties, which are amortized over the contract term (10 years average). The amortization charged to the statement of income for the period ended December 31, amounts to ThCh$ 242,132 in 2011 (ThCh$ 304,504 in 2010 and ThCh$ 191,060 in 2009).

(2) Trademarks owned by the Company, are being amortized over 20 years. The amortization charge to the statements of income for the period ended December 31, amounts to ThCh$ 454,819 in 2011 (ThCh$ 30,984 in 2010 and ThCh$ 30,984 in 2009).

(3) The system development is being amortized by the subsidiary of Peru, over four years and the charge to the income statement for the period ended December 31, amounts to ThCh$ 115,328 in 2011 (ThCh$ 21,923 in 2010 and ThCh$ 20,975 in 2009).

NOTE 12 - SHORT AND LONG-TERM BANK LIABILITIES

a) Short-term bank loans used mainly for financing imports are as follows:

Bank	Currency	2011	2010
		ThCh$	ThCh$
Banco Crédito e Inversiones	US$	15,645,205	-
Banco Santander	US$	8,082,420	13,914
Corpbanca	US$	9,577,878	-
Banco de Chile	US$	21,442,080	54,899
Banco de Chile	$	-	3,070,782
BBVA	US$	1,409,940	-
Banco Scotiabank	US$	4,330,235	-
Banco Itaú	US$	-	80,815
HSBC Bank	US$	4,136,191	-
Security	US$	1,234,132	-
Banco de Crédito del Perú	US$	-	139,662
Banco Do Brasil	US$	-	1,349,745
Rabo Bank	US$	-	67,072
Banco Internacional	US$	5,293,018	-
Banco Boston	US$	4,287,850	-
Banco de la Nación	US$	1,038	-
Scotiabank Perú S.A.	US$	3,642,188	4,557,251
Banco de Crédito del Perú	US$	8,730,348	6,135,967
Banco Internacional del Perú-Interbank	US$	10,402,172	4,010,692
Banco Financiero del Perú	US$	531,142	5,807,431
Banco Continental	US$	41,536	4,256,255
Banco Interamericano de Finanzas	US$	2,451,662	4,486,743
Banco de Comercio	US$	-	1,019,692
Banco Santander Perú S.A.	US$	8,307	4,101,623
Banco Citibank del Perú	US$	1,808,374	4,405,538
Banco HSBC Perú	US$	10,384	3,163,623
Intereses devengados		224,451	160,916
Total		103,290,551	46,882,620
		=========	========

b) Current portion of long-term bank loans are as follows:

Institution	Currency	2011	2010
		M$	M$
Banco Santander	$	321,855	334,407
Banco Santander	UF	52,454	50,649
Banco de Chile	UF	936,349	6,268,633
PNC Bank, National Association	US$	176,117	-
Banco Perú	US$	-	139,663
Banco Security	UF	-	4,174,408
Banco Scotiabank	UF	-	2,550,448
Banco Corpbanca	UF	-	13,659,780
Total		1,486,775	27,177,988
		========	========

c) Long term bank loans:

At December 31, 2011 and 2010 the Company has the following long-term bank loans:

Institution	Rate	Currency	Maturity	2011	2010
	%			ThCh$	ThCh$
PNC Bank, National Association	2.31	US$	May, 2016	616,410	-
Banco Santander	3.50	UF	November, 2016	224,416	276,848
Banco de Chile	6.69	UF	December, 2016	3,745,397	-
Banco de Chile	6.47	UF	December, 2014	-	15,381,699
Banco de Chile	5.34	UF	December, 2016	-	4,681,387
Banco Santander	6.48	$	October, 2018	1,931,127	2,340,847
Banco Crédito del Perú	9.00	US$	June, 2013	-	233,412
Banco Corpbanca (1)	6.47	UF	December, 2014	-	40,376,958
Banco Corpbanca (1)	4.76	UF	August, 2020	-	1,740,216
Banco Scotiabank (1)	6.47	UF	December, 2014	-	7,356,465
Banco Security (1)	6.47	UF	December, 2014	-	11,954,255
				6,517,350	84,342,087
				========	=========

On December 28, 2010, the Administration of the Company obtained a new loan with its creditor banks amounting to UF 4,490 million, in order to pay current obligations, excluding mortgages. This new loan was paid in May 2011 (1).

Additionally, the Company has opened, but not drawn, lines of credit amounting to ThCh$ 89,204,308 (ThCh$ 25,667,938 in 2010) in order to guarantee the future purchase of inventory.

NOTE 13 - BONDS

On May 24, 2011, the Company placed a bond (the “Senior Notes”) amounting to US$ 300,000,000 with international

The bond matures on May 24, 2021 and pays interest semi-annually in May and November of each year.

At short term obligations on the bond consist of interest payments and amounted to ThCh$ 1,285,020 at December 31,

Instrument identification	Series	Currency	Interest rate %	Maturity	Pay
Accrued interest:					
Senior notes Rule 144 A/Reg. Securities	Unique	Dollar	8.25		Sem
Total long term - short term portion					
Senior notes Rule 144 A/Reg. Securities	Unique	Dollar	8.25	05/24/2021	At m
Total long term					

The Senior Notes are governed by New York law, and were offered to investors in the United States pursuant to Rule 1 of 1933 (the "Securities Act") and to non-U.S. investors pursuant to Regulation S under the Securities Act. The Se covenants, including a limitation on the incurrence of debt, a limitation on restricted payments, a negative pledge, burdensome agreements, a limitation on asset sales, a limitation on transactions with affiliates, reporting covenants, a to offer to repurchase the Senior Notes upon a change of control as defined under the indenture governing the Seni incurrence of debt, limitation on restricted payments, limitation on the incurrence of burdensome agreements, limita on transactions with affiliates will be suspended if the Company obtains an investment grade rating from two rating outstanding under the Senior Notes. The Senior Notes do not contain any financial maintenance covenants (i.e. cove certain financial ratio, other than to enter into a new transaction) and cannot be redeemed (subject to certain exceptio prior to 2019, the Senior Notes can be redeemed at a premium; following 2019, the Senior Notes can be redeemed at pa

NOTE 14 - SUNDRY CREDITORS

At December 31, 2011 and 2010, sundry creditors are as follows:

Short term - sundry creditors	2011	2010
	M$	M$
Lease obligations (1)	940,338	787,079
Advance receipts	-	1,444,200
Other accounts payable	-	94,822
Total	940,338	2,326,101

Long term - sundry creditors	2011	2010
	M$	M$
Lease obligations (1)	4,126,602	2,387,172
Total	4,126,602	2,387,172

(1) Lease obligations are as follows:

Contract	Description	Remaining number of share	Nominal capital	Deferred interest	Short term 2011	Short term 2010	Long term 2011	Long term 2010
			M$	M$	M$	M$	M$	M$
1	Warehouse	2	5,933	61	5,872	32,796	-	5,840
4	Notebook	-	-	-	-	26,966	-	-
5	Communication system	-	-	-	-	82,927	-	-
6	Generator	11	4,640	312	4,328	4,117	-	4,314
7	Generator	8	14,942	673	14,269	19,316	-	14,269
8	Property	-	-	-	-	53,651	-	185,189
9	Property	-	-	-	-	51,591	-	205,375
10	Property	-	-	-	-	54,758	-	252,093
11	Property	45	788,665	104,359	177,047	22,116	507,258	18,667
12	Land	-	-	-	-	47,096	-	91,816
13	Equipment	-	-	-	-	36,277	-	240,055
	Volvo outlet	-	-	-	-	138,196	-	484,399
15	Outlet	-	-	-	-	110,006	-	424,198
16	Outlet	39	537,372	23,364	151,606	22,376	361,884	95,565
17	Outlet	40	477,145	26,479	124,608	44,314	326,577	258,889
18	Outlet	46	109,551	8,826	24,402	40,576	75,803	106,503
19	Outlet	75	949,617	-	127,723	-	821,374	-
20	Land	75	2,894,021	549,833	310,483	-	2,033,706	-
	Total				940,338	787,079	4,126,602	2,387,172

NOTE 15 - PROVISIONS AND ACCRUALS

At December 31, 2011 and 2010, the provisions accounted for as described in Note 2 q) are as follows:

	2011	2010
	M$	M$
Staff vacation	1,338,490	1,201,421
Personnel expenses	2,600,030	1,636,257
Advertising provision	395,242	409,488
Supplier	674,973	840,124
Loss of leased float	599,851	508,441
Annual dealer bonus	242,812	188,265
Importation costs and expenses	2,643,766	1,330,414
Third party services	634,035	414,685
Machinery provision	319,850	292,888
Other provisions	62,022	218,967
Total	9,511,071	7,040,950
	========	========

NOTE 16 - INCOME TAXES

a) At December, 2011, current income tax amounted to ThCh$ 12,319,629 (ThCh$ 7,571,292 in 2010) which is presented net of the monthly provisional payments and other credits under Taxes receivable.

In Chile, tax losses do not expire and can be used whenever profits are generated, either in the current fiscal period or in future periods.

b) As of December 31, 2011 and 2010, the Company has recorded in Receivable taxes (income tax), respectively, the following items:

	2011	2010
	ThCh$	ThCh$
Income tax provision	(12,319,629)	(7,571,292)
Monthly provisional tax payments	9,594,497	8,181,170
Donation tax credit	134,404	61,913
Credit for training	170,000	150,756
Other receivable tax credits	767,149	1,298,631
VAT credit	29,197	-
Recoverable taxes Peru	4,109,987	-
Total receivable taxes	2,485,605	2,121,178
	=========	========

c) The deferred income tax was registered according to the criteria described under Note 2 r), and consisted of the followin

	2011				20	
	Assets		Liabilities		Assets	
	Short term	Long term	Short term	Long term	Short term	Long term
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Allowance for doubtful accountants	834,157	-	-	-	936,660	-
Allowance for obsolescence	802,943	-	-	-	732,827	-
Provision for staff vacation	533,700	-	-	-	487,306	-
Provision for deferred income	371,695	-	-	-	815,092	-
Provision of human resources	481,006	-	-	-	327,252	-
Leased assets	-	-	-	22,280	-	-
Tax loss carryforwards	1,396,129	280,496	-	-	1,430,097	280,469
Others	159,314	-	54,894	-	(14,184)	-
Total	4,578,944	280,496	54,894	22,280	4,715,050	280,469
	========	=======	=======	======	========	=======

d) Effect on income:

	For the year ended December 31, 2011	2010	2009
	ThCh$	ThCh$	ThCh$
Current tax expense	(12,319,629)	(7,571,292)	(3,353,718)
Effect of deferred income tax for the year	(102,566)	847,681	1,197,695
Others	-	(737,318)	(269,729)
Total	(12,422,195)	(7,460,929)	(2,425,752)

e) Effective tax rate reconciliation:

	For the year ended December 31, 2011	2010	2009
	ThCh$	ThCh$	ThCh$
Tax expense using statutory tax rate	9,871,907	6,974,810	2,328,479
Tax effect of rates in other jurisdictions	2,520,527	1,860,700	1,076,627
Tax effect of non- taxable revenue – Additions	3,806,032	2,702,075	2,095,522
Tax effect of non- deductable taxable expenses – Deductions	(3,881,401)	(3,371,054)	(2,661,575)
Other increases (decreases) in statutory tax charges	105,130	(705,602)	(413,301)
Total adjustment to tax expenses using statutory rate	2,550,288	486,119	97,273
Tax expenses using the effective tax rate	12,422,195	7,460,929	2,425,752

NOTE 17 - SHAREHOLDERS' EQUITY

a) During the period ended December 31, 2011, 2010 and 2009, the movements in the Shareholders´ equity are as follows:

	Paid-in capital	Retained earnings	Other reserves	Interim dividends	Net income for the year	Total
	M$	M$	M$	M$	M$	M$
Balances at January 1, 2009	19,473,648	20,328,059	396,147	-	4,328,877	44,526,731
Transfer of results 2008	-	4,328,877	-	-	(4,328,877)	-
Accumulated translation adjustment	-	-	(3,489,264)	-	-	(3,489,264)
Price-level restatement	(447,894)	(567,110)	(9,111)	-	-	(1,024,115)
Net income for the year	-	-	-	-	10,583,552	10,583,552
Balances at December 31, 2009	19,025,754	24,089,826	(3,102,228)	-	10,583,552	50,596,904
Restated balances at December 31, 2009 for comparative purposes	20,261,953	25,655,063	(3,303,796)	-	11,271,218	53,884,438
Balances at January 1, 2010	19,025,754	24,089,826	(3,102,228)	-	10,583,552	50,596,904
Transfer of results 2009	-	10,583,552	-	-	(10,583,552)	-
Final dividend	-	-	-	(11,045,000)	-	(11,045,000)
Accumulated translation adjustment	-	-	(1,994,542)	-	-	(1,994,542)
Price-level restatement	475,643	866,834	(77,556)	-	-	1,264,921
Net income for the year	-	-	-	-	32,307,374	32,307,374
Balances at December 31, 2010	19,501,397	35,540,212	(5,174,326)	(11,045,000)	32,307,374	71,129,657
Restated balances at December 31, 2010 for comparative purposes	20,261,953	36,926,280	(5,376,125)	(11,475,755)	33,567,362	73,903,715
Balances at January 1, 2011	19,501,397	35,540,212	(5,174,326)	(11,045,000)	32,307,374	71,129,657
Transfer of results 2010	-	32,307,374	-	-	(32,307,374)	-
Final dividend	-	(24,990,749)	-	11,045,000		(13,945,749)
Accumulated translation adjustment	-	-	1,219,181	-	-	1,219,181
Price-level restatements	760,556	1,893,842	(201,799)	-	-	2,452,599
Net income for the year	-	-	-	-	36,937,336	36,937,336
Balances at December 31, 2011	20,261,953	44,750,679	(4,156,944)	-	36,937,336	97,793,024

b) At the shareholders' Meeting held on March 17, 2011, the distributed interim dividends in December 2010 which amount to ThCh$ 11,045,000 (historical), were declared as definitive. In addition, on the same date the Shareholders approved the distribution of a final dividend amounting to ThCh$ 8,242,502 (historical).

c) At the special Meeting of Shareholders held on 29 August 2011, the payment of a final dividend was agreed to and amounted to TCh$ 5,703,249 (historical).

d) During years 2011 and 2010, the Company applied the standards for the valuation of investments established by the Chilean Institute of Accountants. As a result, and particularly in connection with the valuation of the investments in the subsidiary Automotores Gildemeister Perú S.A. and because these investments are denominated in United States dollars, an Accumulated Translation Adjustment account has been generated, which is a debit to Shareholders' equity of ThCh$ 1,219,181 as of December 31, 2011 (debit to shareholders' equity of ThCh$ 1,994,542 historic, in 2010). This account will accumulate the exchange differences in the United States dollar for the equivalent of the amounts invested in each subsidiary during the period in which Automotores Gildemeister S.A. maintains these investments. This accumulated translation adjustment account cannot be used for capitalization nor may the funds held in these accounts be distributed as profits, as it will only represent a loss or gain when the investment is transferred.

e) As of December 31, 2011 and 2010, the share capital is fully subscribed and paid-in. At each period end, equity ownership is as follows:

	Shares	%
Minvest S.A.	137,999	99.999
Inmobiliaria Automotores Gildemeister S.A.	1	0.001
Total	138,000	100.00
	======	=====

NOTE 18 - BALANCES AND SIGNIFICANT TRANSACTIONS WITH AFFILIATES

At December 31, 2011 and 2010, the consolidated financial statements include the following balances with affiliates:

a) Accounts receivable (short term):

Entity	Relationship	Transaction	2011	2010
			ThCh$	ThCh$
Maquinaria Nacional S.A.	Shareholders in common	Loans granted	4,211,683	3,695,183
Automotores Motor Haus S.A. (Ex - Camur)	Shareholders in common	Current accounts	7,946	8,080
Carmeister S.A.	Shareholders in common	Current accounts	2,056,731	584
Finmeister S.A.	Shareholders in common	Current accounts	800,190	848,959
RTC S.A.	Shareholders in common	Current accounts	5,251,824	3,113,241
Minvest S.A.	Parent company	Loans granted	92,897	-
Fortaleza S.A.	Shareholders in common	Current accounts	1,945,272	2,047,865
Sociedad de Créditos Automotrices S.A.	Shareholders in common	Current accounts	842,957	922,568
Comercial Gildemeister S.A.	Shareholders in common	Current accounts	52,722	31,408
Grupo Los Tres Guatemala S.A.	Shareholders in common	Loans granted	274,553	-
Total			15,536,775	10,667,888
			========	========

b) Accounts receivable (long term):

Entity	Relationship	Transaction	2011	2010
			ThCh$	ThCh$
Minvest S.A.	Parent company	Loans granted	10,384,000	-
			=========	=========

c) Transactions of Automotores Gildemeister S.A. with affiliates:

- Automotores Gildemeister S.A., Carmeister S.A.

Carmeister S.A. is a company which trades and sells used cars on behalf of Automotores Gildemeister.

Automotores Gildemeister S.A. recognizes income and expenses related to the sales of used cars and pays Carmeister a commission on the services rendered.

- Automotores Gildemeister, with Finmeister S.A.

Finmeister S.A. is a specialized financial services and lessor that purchases vehicles from Automotores Gildemeister to lease them to clients that opted for this method of financing.

- Automotores Gildemeister, with RTC S.A.

RTC S.A. is an after market retailer on behalf of Automotores Gildemeister. The supplier invoices Automotores Gildemeister who in turn invoices RTC S.A. Subsequently Automotores Gildemeister issues an invoice to RTC S.A. in order to recognize the margin in sales to third parties.

- Automotores Gildemeister with Fortaleza S.A.

Fortaleza S.A. has the representation of the main Chinese and Indian brands, which imports the vehicles and later transfers such vehicles to Automotores Gildemeister.

- Automotores Gildemeister with Comercial Gildemeister S.A.

Comercial Gildemeister holds the licence to represent Mini brand in Chile, for whom it imports and sells the vehicles to Automotores Gildemeister at cost (CIF value and internal freight).

In April 2009, Fortaleza S.A. and Comercial Gildemeister S.A. (affiliates) empowered Automotores Gildemeister to import and distribute certain brands of new vehicles and original equipment manufacturer ("OEM") parts used vehicles and third party after-market accessories in Chile and the sales of certain brands of heavy machinery in Chile and Peru, that were previously sold directly by these affiliates.

Automotores Gildemeister sells these vehicles directly through its network of stores and dealerships.

- Automotores Gildemeister with Manasa S.A.

Manasa S.A. is the former retailer of the Ford brand. Automotores Gildemeister holds stocks of spares parts and vehicles of the former Ford retailer, which are being marketed through Manasa S.A.

- Automotores Gildemeister with Minvest S.A.

The loans to Minvest S.A., bear interest of 5% per annum.

d) Significant transactions with affiliates and their effects on results were as follows:

			For the year ended December 31,			
			Amount		(Charge) credit to income	
Entity	Relationship	Transaction	2011	2010	2011	2010
			ThCh$	ThCh$	ThCh$	ThCh$
Carmeister S.A.	Shareholders in common	Services received	498,203	934,436	(418,658)	(825,333)
		Services granted	1,544	1,493	1,297	1,483
		Current account collection	13,266,595	8,973,748	-	-
		Current account for consignment vehicles	10,713,767	10,472,066	-	-
		Purchased vehicles	-	1,024,762	-	-
Inmobiliaria Automotores Gildemeister S.A.	Shareholders in common	Property rental	1,382,184	1,362,978	(1,382,184)	(1.362.978)
		Payment property rental	1,382,184	1,362,978	-	-
RTC S.A.	Shareholders in common	Inventory sales	17,565,715	16,848,904	3,459,472	3.724.262
		Services paid	43,677	33,538	(36,703)	(28,183)
		Inventory purchases	2,114,191	4,968,974	-	-
		Services granted	36,835	17,847	31,229	14,841
		Purchase of fixed assets	22,811	55,900	-	-
		Current account collection	12,946,946	10,924,954	-	-
Fortaleza S.A.	Shareholders in common	Current account collection	344,891	905,478	-	-
		Inventory sales	17,347,725	463,854	-	-
		Inventory purchases	17,028,558	553,089	-	-
		Granted loans	-	926,208	-	-
Maquinaria Nacional S.A.	Shareholders in common	Loan payments received	73,096	2,237,793	-	-
		Current accounts	34,650	5,826	-	4,895
		Inventory purchases	3,210	114,439	-	-
		Inventory sales	696,859	1,750,632	-	-
Open Road S.A.	Shareholders in common	Received payment	602	-	-	-
		Current accounts	602	-	552	-
Finmeister S.A.	Shareholders In common	Services and commissions	125	308	105	258
		Inventory sales	559,252	-	-	-
		Current account collection	576,279	917,571	-	-
Minvest S.A.	Parent company	Current accounts	135,307	322,487	130,779	-
		Granted loan	10,485,373	-	96,781	-
		Received payment	143,782	322,487	-	-
Sociedad de Créditos Automotrices S.A.	Shareholders in common	Checking account (loans)	9,920,143	5,276,946	3,893,496	2.333.272
		Received payment	9,986,427	4,722,646	-	-
		Payment made	21,303	-	-	-
Automotores Motor Haus S.A. (Ex - Camur S.A.)	Shareholders in common	Checking account (loans)	48,094	9,397	(9,060)	777
		Inventory purchases	-	1,316	-	-
		Inventory sales	48,263	-	-	-
		Granted loans	2,076,800	-	27,074	-
		Paid loans	2,076,800	-	-	-
Grupo Los Tres Guatemala S.A.	Shareholders in common	Current accounts	14,639	-	(984)	-
		Granted loans	274,553	-	9,761	-
		Received payments	14,639	-	-	-
Comercial Gildemeister S.A.	Shareholders in common	Inventory sales	5,724,100	4,172,762	-	-
		Inventory purchases	6,977,238	4,993,320	-	-
		Current accounts	1,275,630	850,767	(4,437)	(16,936)

NOTE 19 - SALES

The detail of this item is summarized as follows:

	Chile			Peru			
	2011	2010	2009	2011	2010	2009	2
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	Th
New vehicles	343,215,036	298,793,550	214,348,071	236,740,662	154,875,057	110,268,788	579,9
Used vehicles	13,328,751	10,001,444	909,607	-	-	-	13,3
Parts and services	30,638,262	25,012,898	21,811,731	12,963,386	9,856,053	8,719,629	43,6
Financing and insurance services	4,914,819	3,181,500	2,119,746	402,380	394,359	479,563	5,3
Total automobile business	392,096,868	336,989,392	239,189,155	250,106,428	165,125,469	119,467,980	642,2
Equipment sales	20,498,700	14,089,818	10,540,923	279,849	-	-	20,7
Rental	1,233,298	936,808	1,090,541	-	-	-	1,2
Parts and services	5,447,981	4,900,385	4,231,302	-	-	-	5,4
Total heavy machinery	27,179,979	19,927,011	15,862,766	279,849	-	-	27,4
Third party after market services	11,106,444	12,516,564	7,140,074	-	-	-	11,1
Total sales	430,383,291	369,432,967	262,191,995	250,386,277	165,125,469	119,467,980	680,7

NOTE 20 - COST OF SALES

The detail of this item is summarized as follows:

	Chile			Peru			
	2011	2010	2009	2011	2010	2009	20
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	Th
New vehicles	256,979,074	225,633,097	171,260,879	193,033,368	130,018,297	93,289,114	450,01
Used vehicles	12,149,570	9,090,745	137,486	-	-	-	12,14
Parts and services	11,833,769	10,558,265	9,731,129	6,316,587	4,279,595	4,170,797	18,15
Financing and insurance services	-	-	-	-	317,530	388,834	
Total automobile business	280,962,413	245,282,107	181,129,494	199,349,955	134,615,422	97,848,745	480,31
Equipment sales	16,121,629	11,915,759	9,841,612	235,717	-	-	16,35
Rental	68,838	674,881	327,998	-	-	-	6
Parts and services	3,287,303	2,811,775	2,511,669	-	-	-	3,28
Total heavy machinery	19,477,770	15,402,415	12,681,279	235,717	-	-	19,71
Third party after market services	7,603,990	9,220,464	4,893,359	-	-	-	7,60
Total cost	308,044,173	269,904,986	198,704,132	199,585,672	134,615,422	97,848,745	507,62

NOTE 21 - GROSS PROFIT

The detail of this item is summarized as follows:

	Chile			Peru			
	2011	2010	2009	2011	2010	2009	2
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	Th
New vehicles	86,235,962	73,160,453	43,087,192	43,707,294	24,856,760	16,979,674	129,
Used vehicles	1,179,181	910,699	772,121	-	-	-	1,
Parts and services	18,804,493	14,454,633	12,080,602	6,646,799	5,576,458	4,548,832	25,
Financing and insurance services	4,914,819	3,181,500	2,119,746	402,380	76,829	90,729	5,
Total automobile business	111,134,455	91,707,285	58,059,661	50,756,473	30,510,047	21,619,235	161,
Equipment sales	4,377,071	2,174,059	699,311	44,132	-	-	4,
Rental	1,164,460	261,927	762,543	-	-	-	1,
Parts and services	2,160,678	2,088,610	1,719,633	-	-	-	2,
Total heavy machinery	7,702,209	4,524,596	3,181,487	44,132	-	-	7,
Third party after market services	3,502,454	3,296,100	2,246,715	-	-	-	3,
Total margin	122,339,118	99,527,981	63,487,863	50,800,605	30,510,047	21,619,235	173,

NOTA 22 - ADMINISTRATIVE AND SELLING EXPENSES

The detail of this item is summarized as follows:

	Chile			Peru			
	2011	2010	2009	2011	2010	2009	
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	T
Employee salary	31,010,717	24,859,779	21,053,010	12,601,503	6,751,753	5,783,383	43,
Marketing cost	6,010,363	5,657,036	3,106,610	3,767,834	4,224,648	2,043,112	9,
Lease of properties	5,784,511	5,532,495	4,558,473	1,287,616	189,156	725,677	7,
Depreciation, amortization and other	3,379,162	2,495,452	2,364,427	928,330	696,814	638,878	4,
Others	22,357,721	20,471,225	16,342,889	6,082,428	5,118,885	5,425,976	28,
Total	68,542,474	59,015,987	47,425,409	24,667,711	16,981,256	14,617,026	93,

NOTE 23 - OTHER NON-OPERATING INCOME

The components of this line item are summarized as follows:

	For the year ended December 31, 2011	2010	2009
	ThCh$	ThCh$	ThCh$
Gain from sales of property, plant and equipment	109,938	-	-
Rental income	193,403	97,087	155,700
Brand rights	-	-	809,524
Others	269,681	514,477	25,971
Total	573,022	611,564	991,195
	=======	=======	======

NOTE 24 - OTHER NON-OPERATING EXPENSES

The components of this line item are summarized as follows:

	For the year ended December 31, 2011	2010	2009
	ThCh$	ThCh$	ThCh$
Loss on sale of property, plant and equipment	-	207,786	78,586
Loss on sale of property – real state in Punta Arenas (1)	-	-	1,094,349
Contract penalty (2)	-	-	613,323
Contract proceedings	-	319,961	-
Other	272,494	221,691	79,701
Total	272,494	749,438	1,865,959
	=======	=======	========

(1) This line item was generated mainly with the sale to third parties of real estate assets owned by the Company, located in Punta Arenas. These assets were used by the related company Open Road S.A. (Ex – Compañia Frigorificos de Magallanes S.A.) whose business was sold during 2009, leaving the assets with no commercial use. The loss resulting from the sale of these goods is approximately 20% of their book value, which is explained by the deficient situation of real estate market during that year, plus the fact that the amounts invested in improving these facilities were not considered in the transaction.

(2) This line item corresponds to the indemnification claim paid to a third party as a result of Automotores Gildemeister failure to acquire a land lot, which constituted a breach of an agreement, signed on September 29, 2008, which included a penalty of UF 27,000 if any of the partners did not comply.

NOTE 25 - FINANCIAL EXPENSES

The components of these line items are summarized as follows:

Description	For the year ended December 31, 2011	2010	2009
	ThCh$	ThCh$	ThCh$
Commissions and expenses	4,070,073	4,457,995	3,319,510
Long-term senior notes related expenses (paid with proceeds of the senior notes)	2,852,326	11,462	-
Financial expenses - 8.25% senior notes due 2021	2,358,808	-	-
Interest expenses - bank and financial institutions	3,506,282	7,604,609	10,351,338
Interest expenses - 8.25% senior notes due 2021	7,515,285	-	-
Total	20,302,774	12,074,066	13,670,848
	=========	========	=========

NOTE 26 - DIRECTORS' REMUNERATION

During the period ended December 31, 2011, 2010 and 2009, the Board of the Company received no fees as compensation for their work as directors.

NOTE 27 - CONTINGENCIES AND COMMITMENTS

a) As of December 31, 2011 the Company, for specific long-term obligations, has granted the following mortgages for properties located at:

   i) Ave. Francisco Bilbao No. 4,976, Las Condes, amounting to UF 14,691.02 in favour of the Santander Santiago Bank.

   ii) Ave. Las Condes No. 11,000, Las Condes, amounting to UF 252,000 in favour of Banco de Chile.

   iii) Ave. Americo Vespucio No. 580 and 576, Santiago, prohibition in favour of the Santander Santiago Bank.

   iv) Ave. Claudio Arrau No. 9490 and 9404, Santiago, prohibition in favour of the Santander Santiago Bank.

b) As of December 31, 2011, the Company, for specific long-term obligations derived from bank loan contract, has granted the following mortgages for properties located at:

   i) Ave. Fuchlocher s/n lot A and plot 8b, Chuyaca sector, Osorno, in favour of the Banco de Chile and others (releases in process).

c) As of December 31, 2010 the Company does not have any collateral for its short-term obligations.

d) As of December 31, 2010, for specific long-term obligations, the Company has granted the following mortgages for properties located at:

   i) Ave. Cristobal de Peralta North No. 968, Lima, Peru, amounting to US $ 855,917 in favour of Banco de Credito del Peru.

   ii) Ave. Francisco Bilbao No. 4,976, Las Condes, amounting to UF 14,691.02 in favour of the Santander Santiago Bank and for the property located at Ave. Americo Vespucio No. 195 Lot 2, amounting to ThCh$ 2,574,836 in favor of Banco Santander Santiago.

iii) Ave. Las Condes No. 11,000, Las Condes, and for the property located at Ave. Américo Vespucio Lot 1B 2B, Pudahuel, amounting to UF 252,000 in favour of Banco de Chile.

iv) Ground 8-A, 8-B, 9-A, block 3, sector 1 Industrial District; Industrial Ave. Industrial No. 7269 and 7289 for sites, No. 6 and 7, Antofagasta, Chuyaca Lot A, Osorno; Ave. Américo Vespucio No. 548, Lot B, Pudahuel. All amounting to UF 87,070.81 in favour of Corpbanca.

e) As of December 31, 2010, for long-term obligations for specific credit agreements, the Company has granted the following mortgages for properties located at:

i) Ave. Claudio Arrau No. 9490 and 9404, Santiago, in favour of the Santander Santiago Bank (third grade mortgage).

ii) Ave. Américo Vespucio No. 580 and 576, Santiago, in favour of the Santander Santiago Bank (third grade mortgage).

iii) Talcahuano Highway No. 3280-A, in favor of Banco de Chile and others.

iv) Ave. Fuchslocher s/n lot A and plot 8 B, Chuyaca, Osorno, in favour of Banco de Chile and others.

v) Bajo Molle, block L, sites 5 and 6, Iquique, in favour of Banco de Chile and others.

vi) Ave. Rendic No. 7250 and 7260, Antofagasta, in favour of Banco de Chile and others (second grade mortgage).

vii) Ave. Irarrázaval No. 305, Antofagasta, in favour of Banco de Chile and others (second grade mortgage).

viii) Ave. Industrial No. 7269 and 7289, Antofagasta, in favour of Banco de Chile and others (second grade mortgage).

ix) Ave. Ramon Picarte s/n lots A, B and C, in favour of Banco de Chile and others (second grade mortgage).

x) Ave. José González s/n lots 1 and 2, Punta Arenas, in favour of Banco de Chile and others (second grade mortgage).

f) During November 2011, Automotores Gildemesiter Peru S.A. has signed lease agreements with the Banco Internacional del Perú and Banco Financiero for the rental of 118 buses to seven transportation companies amounting to ThCh$ 9,137,920. In connection with these agreements, the Company agreed to guarantee all or part of the obligations of transportation companies with banking institutions, and in some cases, provide financing for the initial bank payment. In some contracts, the Company would be required to take the place of the lessee in the lease in case of default, while in others, the Company has an option to enter either into a new lease or purchase vehicles subject to finance lease. The total amount secured by the Company under these agreements is approximately ThCh$ 6,074,640, and has provided financing for a down payment on these leases for ThCh$ 986,480. The average term of financing for the initial payment is 24 months.

At the period end, the Company has constituted "Warrants" over vehicles inventories amounting to ThCh$ 717,015 (ThCh$ 27,872,913 in 2010) to guarantee loans from financial institutions.

NOTE 28 - SUBSEQUENT EVENT

a) On January 6, 2012 the Company paid an interim dividend agreed at board meeting No. 223, held on January 4, 2012, amounting to ThCh$ 1,555,691.

b) On January 17, 2012, the company placed a bond amounting to U.S. $ 100 million with international investors. This bond is a reissue and therefore is part of the same series of the bond issued on May 24, 2011 with the same terms of interest rate of 8.250%, pays interest semi-annually in May and November of each year and matures on May 24, 2021.

The Senior Notes are governed by New York law, and were offered to investors in the United States pursuant to Rule 144A under the U.S. Securities Act of 1933 (the "Securities Act") and to non-US investors pursuant to Regulation S under the "Securities Act".

c) During January 2012, the Company made payments of short-term financial obligations amounting to ThCh$ 118,671,319, using own resources and funds obtained from the bond issue mentioned in paragraph b) above. These payments and the bond issue mentioned above, have enabled the Company to significantly modify the structure of indebtedness of its financial obligations, turning the maturity of most of them to long-term. According to the above information, the short - term financial obligations at January 31, 2012 amounts to ThCh$ 16,775,416, as arising from the accounting records of the Company and its subsidiaries.

d) The Administration of the Company is not aware of any other events between December 31, 2011 and the date of issuance of these financial statements (February 14, 2012) that could significantly affect the interpretation thereof.

NOTE 29 - TRANSLATION TO ENGLISH FROM THE ORIGINALLY ISSUED FINANCIAL STATEMENTS IN SPANISH

The Company has issued its consolidated financial statements in Spanish and in conformity with accounting principles generally accepted in Chile. The financial statements presented herein represent a free translation from the original consolidated financial statements issued in Spanish, and may include some minor changes which were made in order to provide a better understanding to users of these financial statements. Those changes do not modify the Company's net equity, its net income or its cash flows at each period-end or for any reported period herein presented.

Cristián Leighton F.
Chief Accountant

Eduardo Moyano L.
Chief Administration and Financial Officer

Valentín Schwartz
Controller Vice-President

Ricardo Lessmann C.
Executive Chairman

AUTOMOTORES GILDEMEISTER S.A. AND SUBSIDIARIES

UNAUDITED INTERIM CONSOLIDATED BALANCE SHEET

(A free translation from the original prepared in Spanish)

ASSETS	At September 30, 2012	At December 31, 2011	LIABILITIES AND SHAREHOLDERS' EQUITY
	ThCh$	ThCh$	
CURRENT ASSETS			CURRENT LIABILITIES
Cash and cash equivalents	8,666,885	15,776,863	Short-term bank liabilities
Marketable securities	18,716	68,836,899	Current portion of long term bank liabilities
Time deposits	12,188,208	-	Bonds
Trade accounts receivable (net)	35,246,386	40,631,747	Accounts payable
Notes receivable (net)	22,052,337	14,783,343	Sundry creditors
Sundry debtors (net)	1,189,173	1,544,092	Provisions
Accounts receivable from related companies	12,321,441	15,723,217	Tax withholdings
Inventories (net)	175,054,830	176,777,372	Unearned income
Recoverable taxes	4,738,626	2,515,433	
Deferred taxes	4,959,205	4,578,338	
Prepaid expenses	296,393	308,235	
Other current assets	8,260,512	4,204,969	
Total current assets	284,992,712	345,680,508	Total current liabilities
PROPERTY, PLANT AND EQUIPMENT			LONG - TERM LIABILITIES
Land	52,859,619	34,525,416	Long – term bank liabilities
Buildings and infrastructure	42,800,543	29,448,458	Bonds
Machinery and equipment	15,447,947	12,750,825	Sundry creditors
Other fixed assets	9,689,191	9,263,338	Total long-term liabilities
Accumulated depreciation	(16,825,037)	(14,654,054)	
Total net property, plant and equipment	103,972,263	71,333,983	NON-CONTROLLING INTEREST
OTHER ASSETS			SHAREHOLDERS' EQUITY
Investment in related companies	3,133,471	-	Paid-in capital
Goodwill (net)	555,682	589,604	Retained earnings
Accounts receivable from affiliates	23,017,741	10,508,608	Other reserves
Other accounts receivable	648,270	787,289	Interim dividends
Deferred taxes	370,752	261,315	Net income for the period
Other	2,345,558	2,255,622	Total shareholders' equity
Total other assets	30,071,474	14,402,438	
Total assets	419,036,449	431,416,929	Total liabilities and shareholders' equity

The accompanying Notes 1 to 29 are an integral part of these unaudited interim consolidated financial statemen

AUTOMOTORES GILDEMEISTER S.A. AND SUBSIDIARIES

UNAUDITED INTERIM CONSOLIDATED STATEMENT OF INCOME

(A free translation from the original prepared in Spanish)

	For the nine months period ended September 30, 2012	2011
	ThCh$	ThCh$
OPERATING INCOME		
Sales	538,164,642	504,886,784
Cost of sales	(412,113,418)	(372,247,153)
Gross profit	126,051,224	132,639,631
Administrative and selling expenses	(79,067,557)	(68,526,819)
Operating income	46,983,667	64,112,812
NON - OPERATING RESULTS		
Financial income	1,530,614	1,092,651
Other non-operating income	509,671	548,659
Amortization of goodwill	(33,979)	(33,961)
Income from investment in affiliates	197,458	-
Financial expenses	(16,384,707)	(15,626,052)
Other non-operating expenses	(232,460)	(250,560)
Price-level restatement	8,515,397	(12,866,896)
Non-operating results	(5,898,006)	(27,136,159)
Income before income tax	41,085,661	36,976,653
Income tax	(9,194,150)	(9,013,291)
Consolidated income	31,891,511	27,963,362
Non-controlling interest	(437)	(1)
NET INCOME FOR THE PERIOD	31,891,074	27,963,361
	==========	==========

The accompanying Notes 1 to 29 are an integral part of these unaudited interim consolidated financial statements.

AUTOMOTORES GILDEMEISTER S.A. AND SUBSIDIARIES

UNAUDITED INTERIM CONSOLIDATED STATEMENT OF CASH FLOWS

(A free translation from the original prepared in Spanish)

	For the nine months period ended September 30, 2012	2011
	ThCh$	ThCh$
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income for the period	31,891,074	27,963,361
Income on sale of property, plant and equipment	67,989	54,053
Charges (credits) to income not representing cash flows:		
Depreciation of fixed assets	3,460,970	3,016,148
Amortization of intangible assets	223,482	189,499
Income from investment in affiliates	(197,458)	-
Provisions and write-offs	545,409	396,676
Amortization of goodwill	33,979	33,961
Price-level restatement	(8,515,397)	12,866,896
Current and deferred income taxes	9,194,150	9,013,291
Changes in assets affecting cash flows:		
Trade accounts receivable, notes receivable and sundry debtors	(1,389,695)	(207,034)
Inventories	1,177,133	(29,680,617)
Recoverable taxes	(11,417,343)	(5,152,997)
Accounts receivable from affiliates	1,189,992	4,110
Other assets	(8,810,312)	4,872,174
Changes in liabilities affecting cash flows:		
Trade accounts payable	(3,223,484)	(5,952,368)
Sundry creditors	(454,568)	(143,254)
Provisions and tax withholdings	4,834,816	5,113,934
Other accounts payable	2,393,762	-
Minority interest	437	1
Net cash flow provided by operating activities	21,004,936	22,387,834
CASH FLOWS FROM FINANCING ACTIVITIES		
Bank loans	356,960,658	383,712,764
Obligations with the public (Bond)	51,342,248	160,597,728
Payments of accrued interest related to the Bond	(8,544,078)	-
Loans to affiliates	(23,179,098)	(57,371,811)
Dividends paid	(23,605,026)	(14,308,341)
Payments of bank loans	(409,741,286)	(489,719,992)
Payments of loans from affiliates	12,881,748	50,009,853
Net cash flow provided (used in) by financing activities	(43,884,834)	32,920,201
CASH FLOWS FROM INVESTMENT ACTIVITIES		
Disposals of property, plant and equipment	310,319	548,173
Acquisition of property, plant and equipment	(40,271,178)	(15,618,079)
Investment in financial instruments	-	2,404,148
Net cash flow used in investment activities	(39,960,859)	(12,665,758)
Net cash flow for the period	(62,840,757)	42,642,277
Effect of inflation on cash and cash equivalents	(899,196)	(396,667)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(63,739,953)	42,245,610
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE YEAR	84,613,762	29,660,164
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	20,873,809	71,905,774
	==========	==========

The accompanying Notes 1 to 29 are an integral part of these unaudited interim consolidated financial statements.

NOTE 1 - COMPANY'S INCORPORATION AND OBJECTIVE

Automotores Gildemeister S.A. ("Automotores Gildemeister") was incorporated by a public deed dated March 14, 1986 as a limited liability company. Automotores Gildemeister's purpose is to purchase, sell, import, export, distribution, assemble, manufacture, repair and trade of motorized vehicles, their components, accessories, elements, spare parts, and any other business the shareholders may agree to.

Automotores Gildemeister was a converted into a closely-held corporation, under public deed dated April 22, 1989, in accordance with the provisions of Law 18,046, without changing the scope of its authorized business.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Accounting period

The accompanying consolidated financial statements present information as of September 30, 2012 and December 31, 2011 and for each of the nine months ended September 30, 2012 and 2011.

b) Basis of preparation

These financial statements have been prepared in accordance with accounting principles generally accepted in Chile ("Chilean GAAP"), issued by the Chilean Institute of Accountants.

The preparation of financial statements in conformity with Chilean GAAP requires management to make estimates and assumptions that affect the assets and liabilities, the disclosure of contingent assets and liabilities at the dates of the financial statements and the revenues and expenses during the reporting periods. Actual results could differ from those estimates.

These interim consolidated financial information is unaudited.

c) Basis of presentation

In accordance with Chilean GAAP, the consolidated financial balance sheets as of December 31, 2011, and the consolidated interim income statement and statements of cash flows for the nine months period ended September 30, 2011 and the amounts disclosed in the related notes have been restated in terms of Chilean pesos as of September 30, 2012 and certain minor reclassifications have been made.

d) Basis of consolidation

The consolidated interim financial statements include all assets, liabilities, income and cash flows of Automotores Gildemeister S.A. and its subsidiaries (the "Company"). Intercompany transactions or balances have been eliminated. The equity interests held by minority investors in the balance sheet and statement of income are presented as minority interest.

The consolidated interim financial statements include the following subsidiaries:

	Ownership percentage at September 30,	
	2012	2011
	%	%
Marc Leasing S.A.	99.75	99.75
Automotores Gildemeister Perú S.A.	99.99	99.99

e) Estimates

The preparation of financial statements requires that management use estimates and assumptions affecting the amounts included in these financial statements and their related notes.

The estimates made and assumptions used by the company are based on historic experience, changes in the industry and information provided by qualified external sources.

The significant estimates and accounting policies are those that are important to show properly the Company's financial position and results of operations and/or those that require a high degree of judgment by management.

f) Price-level restatement

The consolidated financial statements have been restated to recognize the effect of the changes of the purchasing power of local currency during the respective periods. For this purpose, the Company has restated non-monetary assets and liabilities and shareholders´ equity, plus its income statement accounts, in accordance with Chilean GAAP. These restatements have been calculated based on variations in the official Consumer Price Index (IPC) published by the Chilean National Statistics Institute, calculated one month in arrears, which showed an increase of 1.2% from January 1 to September 30 , in 2012 (2.6% same period in 2011). In addition, the rate of inflation used to calculate constant Chilean pesos from September 30, 2011 to September 30, 2012 is also 2.6%.

g) Translation of the subsidiaries financial statements

The financial statements of the foreign subsidiaries (Perú) have been translated to Chilean pesos as set forth in Technical Bulletin N° 64 of the Chilean Institute of Accountants, applicable to a "non-extension of operations in an unstable country."

h) Basis of translation

At each period-end, assets and liabilities in foreign currency and in UF have been expressed in Chilean pesos at the following exchange rates:

	Ch$ per unit at September 30, 2012	Ch$ per unit at December 31, 2011
United States dollar	473.77	519.20
Unidad de Fomento (UF)	22,591.05	22,294.03

i) Time deposits

Time deposits are registered at their respective cost plus accrued interest and adjustments.

j) Marketable securities

Marketable securities correspond to investments in mutual funds registered at their respective period end fair market value.

k) Allowance for doubtful accounts

The Company recognized a provision for doubtful recoverable accounts based on the age of its accounts receivable and other relevant information at each period end. This provision is deducted from trade accounts receivable, notes a receivable and sundry debtor.

l) Inventories

Inventories are presented at their restated acquisition cost. These values do not exceed their respective market value. The Company has registered a provision for obsolescence based on a stock turnover; this provision is deducted from the inventories financial statements line item.

Inventories in transit are valued at their cost (including insurance and fleet expenses) translated at the exchange rate at the period end.

m) Other current assets

This line item mainly includes advance payments foreign suppliers and time deposits to guarantee the purchase of properties. In addition, includes letters of credit to guarantee the importation of vehicles.

n) Property, plant and equipment

Property, plant and equipment are valued at the restated acquisition cost. Depreciation for the period has been calculated on restated values by using the straight-line method based on the estimated useful life of the assets.

o) Financial leases

The Company has lease obligations related to its property, plant and equipment. These assets do not legally belong to the Company so it can not freely dispose of the leased properties until the purchase options are exercised. These assets are valued at the present value of the lease contract which is calculated by discounting the value of the periodic rental payments and the purchase option considering the implicit or explicit interest rate at the time of the contract. The respective liability is presented under sundry creditors (short and long term liabilities) net of the respective deferred interest.

p) Investments in related companies

Investments in related companies, which are permanent in nature, are valued following the equity method, as set forth in Technical Bulletin N° 72 of the Chilean Institute of Accountants.

q) Goodwill

Goodwill represents the difference between the price paid for shares of subsidiaries and their book value. Goodwill is amortized over the expected period of return on the investment with a limit of 20 years.

r) Accounts receivable from related companies

This line item mainly includes current account transactions and loans granted; and usually do not bear interests or adjustments.

s) Other assets

Other assets include commercial brands valued at their acquisition cost and amortized over a period of 20 years. Additionally, other assets include rights of use, which are amortized according to the contracts and lease guarantees duration.

t) Income tax

The Company recorded a provision for current income tax in accordance with current tax legislation.

The effects of deferred income taxes arise from temporary differences between book and tax values of assets and liabilities, taking into account the taxation rate prevailing at the time of reversal, in accordance with Technical Bulletin No. 60 of the Chilean Institute of Accountants.

u) Provisions

The Company determines provisions corresponding to liabilities that as of the date of the financial statements are accrued or outstanding, which will be settled in the following twelve months, including:

- Staff vacation: the annual cost is presented on an accrual basis.
- Personnel expenses: The Company does not recognize a provision for severance obligations for years of service, as the Company does not provide this benefit. As of September 30, 2012 and December 31, 2011, a severance provision related to the termination of certain notified employees was recognized and recorded under other provisions.
- Supplier accruals: Corresponds to the accrued obligation of the following expenses: storage, pre-delivery, body adaptation, work transformation and spare parts (include body parts and accessories).
- Dealers annual bonus: Accrued obligation corresponding to the accomplishment of sales targets of concessionaires.
- Loss of leased fleet: Corresponds to the estimated loss that will be realized at the moment of the sale of the vehicles.

v) Revenue recognition

The Company recognizes revenue generated by the sale of vehicles, machinery, spare parts and automobile supplies upon billing, which in most cases is consistent on the date of physical delivery. For those invoices issued for which the physical delivery of the product sold has not been made, the corresponding revenue is recognized and reported as a deferred income and the associated costs as inventories on the balance sheet.

w) Cash and cash equivalents

The Company has defined cash and cash equivalents to be cash, current bank account balances and financial investments maturing in 90 days or less, which are part of the general administration of cash surpluses.

Cash flows from operating activities include all business-related cash flows, as well as interest paid, financial income, and in general, all cash flows not defined as relating to financing or investment activities. The operating activities used in this statement are more comprehensive than those used in the statement of income.

NOTE 3 - ACCOUNTING CHANGES

At September 30, 2012, no accounting changes have been made in relation to the prior year which could significantly affect the interpretation of these financial statements.

NOTE 4 - PRICE-LEVEL RESTATEMENT

The application of the price-level restatement mechanism described in Note 2 f) and h) generated a credit to inc of ThCh$ 13,106,637 in 2011), as follows:

	(Charge) credit to income					
	UF		Foreign currency at September 30 ,		IPC	
	2012	2011	2012	2011	2012	20
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThC
Restatement of equity	-	-	-	-	(1,152,544)	(1,67
Restatement of:						
Inventories	-	-	(3,970,578)	(977,781)	(2,369,768)	2,91
Property, plant and equipment	-	-	-	-	682,342	1,10
Other assets	10,793	21,983	(4,852,378)	4,377,081	677,235	81
Liabilities	(59,879)	(1,681,723)	19,070,953	(18,010,415)	-	
Net (charge) credit to income	(49,086)	(1,659,740)	10,247,997	(14,611,115)	(2,162,735)	3,16
Restatement of income statement accounts						
Accumulated adjustment for translation differences (*)	-	-	-	-	(30,082)	(37
Balance of price-level restatements	-	-	509,303	611,880	-	
	(49,086)	(1,659,740)	10,757,300	(13,999,235)	(2,192,817)	2,79
	=======	========	=========	=========	========	====

(*) Corresponds to the application of the Technical Bulletin No. 64 of the Chilean Institute of Accountants. Under th statements of foreign subsidiaries that operate in countries that are exposed to significant risks, restrictions or infl first be expressed in US dollars and then translated into Chilean pesos at the year-end exchange rate. The res recorded in the foreign subsidiary as a non-operating result.

NOTE 5 – MARKETABLE SECURITIES

At September 30, 2012 and December 31, 2011, the marketable securities line consisted of the following:

Institution	Type	Number of cuotas	Value per cuota	At September 30, 2012	At December 31, 2011
				ThCh$	ThCh$
Santander Asset Management	Mutual funds	5,009,178.8323	1,537.7064	-	7,795,079
Banchile Administradora S.A.	Mutual funds	4,649,121.1801	2,022.5607	-	9,515,968
Santander Asset Management	Mutual funds	40,912.9892	317,326.3694	-	13,138,563
Banchile Administradora S.A.	Mutual funds	29,025.5926	626,716.7148	-	18,409,114
Itaú Administradora General de Fondos	Mutual funds	15,293.4976	611,302.2379	-	9,461,136
BCI Asset Mangement	Mutual funds	81,130.3989	64,017.2042	-	5,256,066
BCI Asset Mangement	Mutual funds	81,125.7002	64,017.2042	-	5,255,762
JP Morgan	Investment			18,716	5,211
Total				18,716	68,836,899
				=======	=========

NOTE 6 - TRADE ACCOUNTS RECEIVABLE

At September 30, 2012 and December 31, 2011, the components of this line item are as follows:

	Up to 90 days		Over 90 days, up to 1 year		Subtotal	
	At September 30, 2012	At December 31, 2011	At September 30, 2012	At December 31, 2011	At September 30, 2012	At December 31, 2011
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Trade receivable	36,084,786	39,826,108	422,356	2,157,223	36,507,142	41,983,331
Allowance for doubtful accounts	(1,260,756)	(1,351,584)	-	-	(1,260,756)	(1,351,584)
Notes receivable	17,726,026	12,456,565	7,218,840	5,156,016	24,944,866	17,612,581
Allowance for doubtful accounts	(2,892,529)	(2,829,238)	-	-	(2,892,529)	(2,829,238)

NOTE 7 - INVENTORIES

Inventories at each period end, valued as described in Note 2 l), consisted of the following:

	At September 30 2012	At December 31, 2011
	ThCh$	ThCh$
New vehicles	85,877,657	64,358,059
New vehicles, old versions	419,263	481,385
Used vehicles	2,998,842	2,595,232
Machinery	19,093,252	10,227,339
Spare parts	24,796,769	24,310,205
Inventories in transit	22,894,549	56,424,545
Undelivered vehicles (1)	23,414,610	22,247,773
Obsolescence provision	(4,440,112)	(3,867,166)
Total	175,054,830	176,777,372
	==========	==========

(1) The line item "undelivered vehicles" represents sold vehicles at the period end, for which the delivery to the client is made during the first days of the following period.

NOTE 8– OTHER CURRENT ASSETS

The detail of other current assets is the following:

	At September 30, 2012	At December 31, 2011
	ThCh$	ThCh$
Escrow deposits	3,720,042	2,363,646
Advance payments foreign suppliers	4,440,172	1,086,590
Performence guarantees	77,433	112,146
Letters of credit	21,851	22,426
Promise to purchase guarantee	-	619,135
Others	1,014	1,026
Total	8,260,512	4,204,969
	========	=========

NOTE 9 – PROPERTY, PLANT AND EQUIPAMENT

Property plant and equipment is summarized as follows:

	At September 30, 2012	At December 31, 2011
	ThCh$	ThCh$
Land	52,859,619	34,525,416
Buildings and improvements	42,800,543	29,448,458
Machinery and equipment	12,882,246	10,725,371
Vehicles	2,565,701	2,025,454
Total machinery and equipment	15,447,947	12,750,825
Furniture and fittings	7,723,271	7,599,216
Leased assets	149,485	1,664,122
Others assets	1,816,435	-
Total other fixed assets	9,689,191	9,263,338
Total gross fixed assets	120,797,300	85,988,037
Accumulated depreciation	(16,825,037)	(14,654,054)
Total Property, plant and equipment	103,972,263	71,333,983
	==========	=========

The depreciation charge for the nine-months period ended September 30, 2012, amounted to ThCh$ 3,460,970 (ThCh$ 3,016,148 for the same period in 2011).

The main additions that occurred during 2012 correspond to the acquisition of land, construction of corporate building and cranes for rental.

NOTE 10 – INVESTMENTS IN RELATED COMPANIES

At September 30, 2012 and December 31, 2011, investment in related companies which are valued as described in Note 2 p), are as follows.

	Ownership Percentage		Equity of company		Investment book value		Participation in net income	
Company	At September 30 2012	At December 31 2011	At September30 2012	At December 31 2011	At September 30 2012	At December 31 2011	At September 30 2012	At December 31 2011
	%	%	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Sociedad de Créditos Automotrices S.A.	50	-	6,266,942	-	3,133,471	-	197,458	-
Total					3,133,471	-	197,458	-
					========	=======	========	======

On august 21, 2012 the Company acquired 50% of the shares issued by Sociedad de Creditos Automotrices S.A. (Amicar).This transaction was valued under the pooling of interest method, as it was carried out between entities under common control; recording a capital increase of ThCh$ 2,924,971 and a credit in other reserves of ThCh$ 6,640.

NOTE 11 - GOODWILL

Goodwill is comprised of the following:

	At September 30, 2012		At December 31, 2011	
	Total amortized in the period	Total Goodwill	Total amortized in the year	Total Goodwill
	ThCh$	ThCh$	ThCh$	ThCh$
Automotores Gildemeister Perú S.A.	33,979	555,682	46,196	589,604
Total	33,979	555,682	46,196	589,604
	======	======	=====	======

The amortization charge for the nine-months period ended September 30, 2011, amounted to ThCh$ 33,961.

NOTE 12 – OTHER ASSETS

At September 30, 2012 and December 31, 2011, the components of this line item are as follows:

	At September 30, 2012	At December 31, 2011
	ThCh$	ThCh$
Rental premiums (net) (1)	476,985	518,302
Lease guarantees	778,808	748,586
Trademarks (net) (2)	290,041	313,557
System development (3)	799,724	675,177
Total	2,345,558	2,255,622
	========	========

(1) Corresponds to the cost paid for rental premium, associated with lease contracts held by the Parent Company and its subsidiaries with third parties, which are being amortized over the life of the respective contracts (10 years on average). Amortization, fully recognized in income, amounts to ThCh$ 56,887 (ThCh$ 56,170 in 2011).

(2) Trademarks owned by the Company, are being amortized over 20 years. The amortization charge to the income statement for the period ended September 30, amounts to ThCh $ 23,517 in 2012 (ThCh$ 25,192 in 2011).

(3) The system development is being amortized by the subsidiary of Peru, over four years and the charge to the income statement for the period ended September 30, amounts to ThCh$ 143,078 in 2012 (ThCh$ 108,137 in 2011).

NOTE 13- SHORT AND LONG-TERM BANK LIABILITIES

a) Short-term bank loans used mainly for financing importations are as follows:

Bank	Currency	At September 30, 2012	At December 31, 2011
		ThCh$	ThCh$
Banco Credito e Inversiones	US$	6,462,277	15,832,947
Banco Santander	US$	1,009,908	8,179,409
Banco Corpbanca	US$	771,402	9,692,812
Banco de Chile	US$	2,369,252	21,699,386
Banco BBVA	US$	-	1,426,859
Banco Scotiabank	US$	-	4,382,198
HSBC Bank	US$	186,049	4,185,825
Banco Security	US$	2,590,055	1,248,942
Banco Internacional	US$	1,300,173	5,356,534
Banco Boston	US$	915,795	4,339,304
Banco de la Nacion	US$	427,341	1,050
Banco Scotiabank Peru S.A.	US$	26,057	3,685,894
Banco de Credito del Peru	US$	7,140,188	8,835,112
Banco Internacional del Peru - Interbank	US$	2,502,453	10,526,999
Banco Financiero del Peru	US$	948	537,516
Banco Continental	US$	1,609,397	42,034
Banco Interamericano de Finanzas	US$	3,316	2,481,082
Banco de Comercio	US$	4,738	-
Banco Santander Peru S.A.	US$	1,896,026	8,407
Banco Citibank del Peru	US$	-	1,830,074
Banco HSBC Peru	US$	22,741	10,509
Accrued interest		60,945	227,145
Total		29,299,061	104,530,038
		=========	==========

b) Current portion of long – term bank liabilities

Bank	Currency	At September 30, 2012	At December 31, 2011
		ThCh$	ThCh$
Banco de Credito del Peru	US$	1,252,648	-
Banco de Chile	UF	-	947,585
Banco de Chile	$	1,501,594	-
Banco Santander	$	321,855	325,717
PNC Bank National Association	US$	160,707	178,230
Banco Santander	UF	54,611	53,084
Total		3,291,415	1,504,616
		========	========

c) Long term bank loans:

At September 30, 2012 and December 31, 2011, the Company has the following long-term bank loans or lines of credit:

Institution	Rate	Currency	Maturity	At September 30, 2012	At December 31, 2011
	%			ThCh$	ThCh$
Banco de Chile	Camara + 3.20	$	June, 2027	3,886,667	-
Banco de Chile	Camara + 3.20	$	June, 2027	1,824,052	-
Banco de Chile	Camara + 3.20	$	July, 2027	1,577,231	-
Banco de Chile	Camara + 3.20	$	August, 2027	13,530,510	-
Banco de Chile	Tab 90+0,85	UF	December, 2016	-	3,790,342
Banco Santander	6.48	$	October, 2018	1,689,736	1,954,301
Banco Crédito del Perú	3.77 + tasa libor a 30 días	US$	June, 2014	523,041	-
PNC Bank National Association	2.75	US$	May, 2016	482,121	-
PNC Bank National Association	2.31	US$	May, 2016	-	623,807
Banco Santander	3.50	UF	November, 2016	186,271	227,108
Total				23,699,629	6,595,558
				=========	=========

Additionally, the Company has opened, but not drawn lines of credit amounting to ThCh$ 73,681,102 (ThCh$ 111,894,087 in 2011), in order to guarantee the future purchase of inventory.

NOTE 14 – BONDS

The component of this line items are summarize as follows:

Instrument identification	Series	Unit of readjustment	Interest rate	Maturity	Payment	At September 30, 2012	At December 31, 2011
						ThCh$	ThCh$
			%				
Bond Rule 144A U.S. Securities accrued interest	Unique	Dolar	8.25	-	Semi - annually	5,586,303	1,300,440
Total short term						5,586,303	1,300,440
						========	=======
Bond Rule 144A U.S. Securities	Unique	Dolar	8.25	24/05/2021	At Maturity	190,382,083	157,629,120
Total long term						190,382,083	157,629,120
						=========	=========

On May 24, 2011, the Company placed a bond amounting to US$ 300,000,000 with International investors. Furthermore, on January 17, 2012, the Company placed other bond with international investors amounting to US$ 100,00,000. This bond constitute a further issuance of the first one.

The bond matures on May 24, 2021 and pays interest semi-annually in May and November of each year.

The Senior Notes are governed by New York law, and were offered to investors in the United States pursuant to Rule 144A under the U.S. Securities Act of 1933 (the "Securities Act") and to non-U.S. investors pursuant to Regulation S under the Securities Act. The Senior Notes include a number of covenants, including a limitation on the incurrence of debt, a limitation on restricted payments, a negative pledge, a limitation on the incurrence of burdensome agreements, a limitation on asset sales, a limitation on transactions with affiliates, reporting covenants, and an obligation of the Company to offer to repurchase the Senior Notes upon a change of control as defined under the indenture governing the Senior Notes.

The limitation on the incurrence of debt, limitation on restricted payments, limitation on the incurrence of burdensome agreements, limitation on asset sales and limitation on transactions with affiliates will be suspended if the Company obtains an investment grade rating from two rating agencies and there is no default outstanding under the Senior Notes.

The Senior Notes do not contain any financial maintenance covenants (i.e. covenants requiring maintenance of a certain financial ratio, other than to enter into a new transaction) and cannot be redeemed (subject to certain exceptions) prior to 2016; after 2016 and prior to 2019, the Senior Notes can be redeemed at a premium; following 2019, the Senior Notes can be redeemed at par.

NOTE 15 - PROVISIONS

At September 30, 2012 and December 31, 2011, the provisions accounted for as described in Note 2 u) are as follows:

	At September 30, 2012	At December 31, 2011
	ThCh$	ThCh$
Staff vacation	1,285,892	1,354,552
Personnel expenses	2,470,503	2,631,230
Advertising provision	721,700	399,985
Supplies accruals	529,344	683,073
Provision for loss in leased float	510,148	607,049
Provision for dealer annual bonus	258,308	245,726
Provision for import cost and expenses	3,384,139	2,675,491
Provision for third services	1,610,934	641,643
Machinery provision	463,458	323,688
Other provision	110,459	62,767
Total	11,344,885	9,625,204
	=========	=========

NOTE 16 - UNEARNED INCOME

This line item corresponds to the transactions described on Note 2 v).

	At September 30, 2012	At December 31, 2011
	ThCh$	ThCh$
Revenue for undelivered goods	30,304,142	28,463,467

NOTE 17 - INCOME AND DEFERRED TAXES

a) At September 30, 2012 and 2011, current income tax amounted to ThCh$ 9,704,646 (ThCh$ 12,467,465 in 2011) which is presented net of the monthly provisional payments and other credits under recoverable taxes.

   In Chile, tax losses do not expire and can be used whenever profits are generated, either in the current fiscal period or in future periods.

b) Recoverable taxes

As of September 30, 2012 and December 31, 2011, the Company has recorded in Recoverable taxes, respectively, the following items:

	At September 30, 2012	At December 31, 2011
	ThCh$	ThCh$
Income tax provision	(9,704,646)	(12,467,465)
Monthly provisional tax payments	8,626,805	9,709,631
Recoverable taxes Peru	5,187,308	4,159,307
Donation tax credit	107,551	136,017
Credit for training	-	172,040
VAT credit	-	29,547
Other recoverable tax credits	521,608	776,356
Total receivable taxes	4,738,626	2,515,433
	========	=========

c) The deferred income tax was registered according to the criteria described under Note 2 t), and consisted of the foll

	At September 30, 2012				At De	
	Assets		Liabilities		Assets	
	Short term	Long term	Short term	Long term	Short term	Long
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThC
Allowance for doubtful accounts	1,126,858	-	-	-	844,167	
Allowance for obsolescence	962,499	-	-	-	812,578	
Provision for staff vacations	576,025	-	-	-	540,104	
Provision for deferred income	627,170	-	-	-	376,155	
Accrued interest	-	-	255,208	-	-	
Provision for human resources	448,418	-	-	-	486,778	
Leased assets	21,654	-	-	-	-	
Tax loss carryforwards	1,580,970	370,752	-	-	1,412,882	283,
Others	-	-	129,181	-	161,227	
Total	5,343,594	370,752	384,389	-	4,633,891	283,
	========	=======	=======	======	========	====

d) Effect on income:

	For the nine-months period ended September 30, 2012	2011
	ThCh$	ThCh$
Current tax expense	9,704,646	8,960,976
Effect of deferred income tax for the year	(510,496)	52,315
Total	9,194,150	9,013,291
	========	========

e) Effective tax rate reconciliation:

	For the nine-months period ended September 30, 2012	2011
	ThCh$	ThCh$
Tax expense using statutory tax rate	8,217,132	7,395,331
Tax effect of rates in other jurisdictions	2,340,569	1,947,784
Tax effect of non – taxable revenue – Additions	3,224,650	3,206,975
Tax effect of non – deductable taxable expenses – Deductions	(4,079,156)	(3,589,611)
Other increases (decreases) in statutory tax charges	(509,045)	52,812
	977,018	1,617,960
Tax expenses using the effective tax rate	9,194,150	9,013,291
	========	========

NOTE 18 - SHAREHOLDERS' EQUITY

a) During the period ended September 30, 2012 and December 31, 2011, the movements in the shareholders´ equity ar

	Paid-in capital	Retained earnings	Other reserves	Income for the year
	ThCh$	ThCh$	ThCh$	ThCh$
Balances at January 1, 2011	19,501,397	35,540,212	(5,174,326)	32,307,374
Transfer of 2010 results	-	32,307,374	-	(32,307,374)
Final dividends	-	(24,990,749)	-	-
Accumulated adjustment for translation differences	-	-	1,219,181	-
Price-level restatement	760,556	1,893,842	(201,799)	-
Net income for the year	-	-	-	36,937,336
Balances at December 31, 2011	20,261,953	44,750,679	(4,156,944)	36,937,336
	=========	=========	=========	=========
Balance at December 31, 2011 restated at September 30, 2012 for comparative purposes	20,505,096	45,287,687	(4,206,827)	37,380,584
	=========	=========	=========	==========
Balances at January 1, 2012	20,261,953	44,750,679	(4,156,944)	36,937,336
Transfer of 2011 results	-	36,937,336	-	(36,937,336)
Find dividends	-	(6,396,990)	-	-
Interim dividends	-	-	-	-
Accumulated adjustment for translation differences	-	-	(4,346,261)	-
Capital increase	2,924,971	-	-	-
Adjustment on Amicar share acquisition (Note 10)	-	-	6,640	-
Price-level restatement	248,992	953,435	(49,883)	-
Net income for the period	-	-	-	31,891,074
Balances at September 30, 2012	23,435,916	76,244,460	(8,546,448)	31,891,074
	=========	=========	=========	=========

b) At the Shareholders Meeting held on March 13, 2012, the distributed interim dividends in January and March 2012 ThCh$ 6,396,990 (historic), were declared as definitive.

c) During the Board of Directors meeting held on May 24, 2012, the board agreed to pay interim dividends amounting t

d) During the Board of Directors meeting held on June 1, 2012, the board agreed to pay interim dividends amounting to ThCh$ 1,899,918 (historic).

e) During the Board of Directors meeting held on July 18, 2012, the board agreed to pay interim dividends amounting to ThCh$ 2,343,697 (historic).

f) During the Board of Directors meeting held on August 21, 2012, the board agreed to pay interim dividends amounting to ThCh$ 8,531,280 (historic).

g) At the special Shareholders meeting held on August 21, 2012, a capital increase was agreed amounting to ThCh$ 2,924,971 (historic), without new shares issued. The parent company, Minvest S.A., contributed 5,294,750 shares of Sociedad de Creditos Automotrices S.A., which were valued at ThCh$ 2,924,950, and a cash contribution of ThCh$ 21 on behalf of Inmobiliaria Automotores Gildemeister S.A.

h) At the Shareholders Meeting held on March 17, 2011, the distributed interim dividends in December 2010 which amounts to ThCh$ 11,045,000 (historic), were declared as definitive. In addition, on the same date the Shareholders approved the distribution of a final dividend amounting to ThCh$ 8,242,502 (historic).

i) At the special Shareholders meeting, held on August 29, 2011, the payment of a final dividend was agreed amounting to ThCh$ 5,703,249 (historic).

j) During the nine-months period ended September 30, 2012 and 2011, the Company applied the standards for the valuation of investments established by the Chilean Institute of Accountants. As a result, and particularly in connection with the valuation of the investments in the subsidiary Automotores Gildemeister Perú S.A., and because these investments are controlled in United States dollars, an Accumulated Translation Adjustment account has been generated, which is a debit to Shareholders' equity of ThCh$ 4,346,261 as of September 30 , 2012 (credit of ThCh$ 1,667,113 historic, in 2011). This account will accumulate the exchange differences in the United States dollar for the equivalent of the amounts invested in that subsidiary during the period in which Automotores Gildemeister S.A. maintains these investments. This accumulated translation adjustment account cannot be used for capitalization nor may the funds held in these accounts be distributed as profits, as it will only represent a loss or gain when the investment is transferred.

k) As of September 30, 2012 and December 31, 2011, the share capital is fully subscribed and paid-in. At each period end, equity ownership is as follows:

2012	Shares	%
Minvest S.A.	137,999	99,999
Inmobiliaria Automotores Gildemeister S.A.	1	0,001
Total	138,000	100,000
	======	======

NOTE 19 - BALANCES AND SIGNIFICANT TRANSACTIONS WITH AFFILIATES

At September 30, 2012 and December 31, 2011, the interim consolidated financial statements include the following balances with affiliates:

a) Accounts receivable (short term):

Entity	Relationship	Transaction	At september 30, 2012	At december, 31 2011
			ThCh$	ThCh$
RTC S.A.	Shareholders in common	Current accounts	5,155,180	5,314,846
Carmeister S.A.	Shareholders in common	Current accounts	2,943,790	2,081,413
Grupo Los Tres Guatemala S.A.	Shareholders in common	Current accounts	1,215,466	277,848
Automotores Motor Haus S.A.	Shareholders in common	Current accounts	1,216,488	8,041
Sociedad de Créditos Automotrices S.A.	Shareholders in common	Current accounts	1,512,950	853,072
Finmeister S.A.	Shareholders in common	Current accounts	-	809,792
Grupo Los Tres Panamá S.A.	Shareholders in common	Current accounts	258,122	-
Comercial Gildemeister S.A.	Shareholders in common	Current accounts	18,987	53,355
Camur S.A.	Shareholders in common	Current accounts	373	-
Minvest S.A.	Parent Company	Current accounts	85	94,012
Maquinaria Nacional S.A.	Shareholders in common	Loans granted	-	4,262,223
Fortaleza S.A.	Shareholders in common	Current accounts	-	1,968,615
Total			12,321,441	15,723,217
			=========	=========

b) Accounts receivable (long term):

Entity	Relationship	Transaction	At September 30, 2012	At December 31. 2011
			ThCh$	ThCh$
Minvest S.A.	Parent Company	Loans granted	15,182,595	10,508,608
Maquinaria Nacional S.A.	Shareholders in common	Loans granted	4,132,895	-
Bramont Montadora e Ind. y Com. de Veiculos S.A.	Shareholders in common	Current accounts	2,332,711	-
Fortaleza S.A.	Shareholders in common	Current accounts	1,369,540	-
Total			23,017,741	10,508,608
			=========	=========

c) Transactions of Automotores Gildemeister S.A. with affiliates:

- Automotores Gildemeister with Carmeister S.A.

Carmeister S.A. is a company which trades and sells used cars on behalf of Automotores Gildemeister Then Automotores Gildemeister recognizes income and expenses related to the sales of used cars and pays Carmeister a commission on the services rendered.

- Automotores Gildemeister, with Finmeister S.A.

Finmeister S.A. is a specialized financial services and lessor that purchases vehicles from Automotores Gildemeister to lease them to clients that opted for this method of financing.

- Automotores Gildemeister, with RTC S.A.

RTC S.A. is an after market retailer on behalf of Automotores Gildemeister. The supplier invoices Automotores Gildemeister S.A. who in turn invoices RTC S.A. Subsequently Automotores Gildemeister issues an invoice to RTC S.A. in order to recognize the margin in sales to third parties.

- Automotores Gildemeister, with Fortaleza S.A.

Fortaleza S.A. has the representation of the main Chinese and Indian brands, which imports the vehicles and later transfers such vehicles to Automotores Gildemeister.

- Automotores Gildemeister, with Comercial Gildemeister S.A.

Comercial Gildemeister holds the licence to represent Mini brand in Chile, for whom it imports and sells the vehicles to Automotores Gildemeister at cost (CIF value and internal freight).

- Automotores Gildemeister, with Maquinaria Nacional S.A.

Maquinaria Nacional S.A. is the former retailer of the Ford brand. Automotores Gildemeister holds stocks of spares parts and vehicles of the former Ford retailer, which are being marketed through Maquinaria Nacional S.A.

- Automotores Gildemeister, with Minvest S.A.

Minvest S.A. is the Parent Company of Automotores Gildemeister, who owns the 99,999%. The loans granted to Minvest S.A., bear interest of 5% per annum.

d) Significant transactions with affiliates and their effects on results were as follows:

			For the period of nine-months ended September 30,			
			Amount		(Charge) credit to income	
Entity	Relationship	Transaction	2012	2011	2012	2011
			ThCh$	ThCh$	ThCh$	ThCh$
Carmeister S.A.	Shareholders in common	Received services	449,469	375,214	(424,864)	(315,306)
		Granted services	1,323	1,153	1,105	969
		Purchased vehicles	11,263,854	12,304,667	-	-
		Loans payment received	9,928,110	6,370,991	-	-
Inmobiliaria Automotores Gildemeister	Shareholders in common	Property rental	1,050,130	1,038,817	(1,050,130)	(1,038,817)
		Payment property rental	1,050,130	-	-	-
RTC S.A.	Shareholders in common	Inventory sales	13,165,267	14,449,234	2,867,042	2,522,472
		Inventory purchases	1,468,827	1,275,995	-	-
		Granted services	123,951	41,156	104,863	34,584
		Purchase of fixed assets	208,666	18,147	-	-
		Current account collection	11,790,461	12,061,355	-	-
Fortaleza S.A.	Shareholders in common	Current account collection	1,015,991	106,902	-	-
		Inventory sales	2,328,933	10,518,685	-	-
		Inventory purchases	1,888,675	10,496,733	-	-
Maquinaria Nacional S.A.	Shareholders in common	Loans payment received	80,000	-	-	-
		Current account	2,166	35,551	-	-
		Inventory purchases	954	2,902	-	-
		Inventory sales	-	714,977	-	-
		Services received	-	352,397	-	-
Comercial Gildemeister S.A.	Shareholders in common	Inventory purchases	3,760,366	6,266,873	-	-
		Current account and granted services	598,452	1,138,759	3,446	3,400
		Inventory sales	3,128,179	5,132,358	-	-
Open Road S.A.	Shareholders in Common	Payment received	21	-	-	-
		Current account and granted services	21	-	18	-
Finmeister S.A.	Shareholders in common	Inventory sales	191,057	573,921	-	108
		Granted services	223	-	187	-
		Loans payment received	349,722	631,581	-	-
		Payment received from services	641,748	-	-	-
Automotores Motor Haus S.A.	Shareholders in common	Current account and granted services	24,117	26,767	14,760	-
		Inventory sales	-	24,333	-	-
		Granted loans	1,184,425	2,141,303	41,881	-
Minvest S.A.	Parent company	Granted loans	6,395,895	3,747,280	499,784	-
		Current account and granted services	395,071	-	(19,738)	-
		Received services	339,921	-	-	-
		Loans payment received	955,120	-	-	-
Sociedad de Créditos Automotrices S.A.	Shareholders in common	Payment received	3,608,114	8,932,159	-	-
		Payment	42,193	14,661	-	-
		Granted services	4,207,651	8,851,130	3,532,930	2,879,654
		Inventory purchase	28,263	-	-	-
Camur S.A.	Shareholders in common	Current account and granted services	373	-	350	-
		Inventory sales	106	-	-	-
		Payment received	106	-	-	-
Grupo los Tres Guatemala S.A.	Shareholders in common	Current account and granted services	1,136,649	-	3,344	-
		Inventory sales	2,182	-	-	-
		Granted loans	-	283,081	38,661	4,230
		Loans payment received	157,694	-	-	-
		Payment received	40,224	-	-	-
Grupo Los Tres Panamá S.A.	Shareholders in common	Granted loans	-	118,133	-	-
		Current account	258,122	-	-	-
Bramont Montadora Industrial e Veiculos S.A.	Shareholders in common	Current account and granted services	2,311,649	-	2,239,382	-
		Inventory sales	21,062	-	-	-

NOTE 20 - SALES

The detail of this item at September 30 of each year is summarized as follows:

	Chile		Peru		Total	
	2012	2011	2012	2011	2012	2011
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
New vehicles	259,904,659	252,471,715	188,720,594	178,201,380	448,625,253	430,673,095
Used vehicles	10,878,118	9,519,510	-	-	10,878,118	9,519,510
Part and services	25,985,360	23,075,922	9,254,149	10,204,915	35,239,509	33,280,837
Financing and insurance services	4,420,164	3,557,050	573,262	290,682	4,993,426	3,847,732
Total automobile business	301,188,301	288,624,197	198,548,005	188,696,977	499,736,306	477,321,174
Equipment sales	17,278,945	13,864,022	4,939,526	145,609	22,218,471	14,009,631
Rental	2,256,355	919,442	-	-	2,256,355	919,442
Parts and services	4,536,485	3,858,432	-	-	4,536,485	3,858,432
Total heavy machinery	24,071,785	18,641,896	4,939,526	145,609	29,011,311	18,787,505
Third party aftermarket services	9,417,025	8,778,105	-	-	9,417,025	8,778,105
Total sales	334,677,111	316,044,198	203,487,531	188,842,586	538,164,642	504,886,784

NOTE 21 – COST OF SALES

The detail of this item at September 30 of each year is summarized as follows:

	Chile		Peru		Total	
	2012	2011	2012	2011	2012	2011
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
New vehicles	205,319,222	184,906,626	156,014,830	145,514,925	361,334,052	330,421,551
Used vehicles	9,711,467	8,666,325	-	-	9,711,467	8,666,325
Parts and services	10,463,334	8,890,051	2,761,131	4,980,135	13,224,465	13,870,186
Financing and insurance services	-	-	63,959	-	63,959	-
Total automobile business	225,494,023	202,463,002	158,839,920	150,495,060	384,333,943	352,958,062
Equipment sales	13,726,276	11,053,919	4,315,571	122,055	18,041,847	11,175,974
Rental	73,847	42,805	-	-	73,847	42,805
Parts and services	2,909,900	2,225,088	-	-	2,909,900	2,225,088
Total heavy machinery	16,710,023	13,321,812	4,315,571	122,055	21,025,594	13,443,867
Third party aftermarket services	6,753,881	5,845,224	-	-	6,753,881	5,845,224
Total cost	248,957,927	221,630,038	163,155,491	150,617,115	412,113,418	372,247,153

NOTE 22 – GROSS PROFIT

The detail of this item at September 30 of each year is summarized as follows:

	Chile		Peru		Total	
	2012	2011	2012	2011	2012	2011
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
New vehicles	54,585,437	67,565,089	32,705,764	32,686,455	87,291,201	100,251,544
Used vehicles	1,166,651	853,185	-	-	1,166,651	853,185
Parts and services	15,522,026	14,185,871	6,493,018	5,224,780	22,015,044	19,410,651
Financing and insurance services	4,420,164	3,557,050	509,303	290,682	4,929,467	3,847,732
Total automobile business	75,694,278	86,161,195	39,708,085	38,201,917	115,402,363	124,363,112
Equipment sales	3,552,669	2,810,103	623,955	23,554	4,176,624	2,833,657
Rental	2,182,508	876,637	-	-	2,182,508	876,637
Parts and services	1,626,585	1,633,344	-	-	1,626,585	1,633,344
Total heavy machinery	7,361,762	5,320,084	623,955	23,554	7,985,717	5,343,638
Third party aftermarket services	2,663,144	2,932,881	-	-	2,663,144	2,932,881
Total gross profit	85,719,184	94,414,160	40,332,040	38,225,471	126,051,224	132,639,631
	=========	=========	=========	=========	=========	==========

NOTA 23 - ADMINISTRATIVE AND SELLING EXPENSES

The detail of this item at September 30 of each year is summarized as follows:

	Chile		Peru		Total	
	2012	2011	2012	2011	2012	2011
	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$	ThCh$
Employee salary	25,361,478	22,843,920	11,596,942	9,196,897	36,958,420	32,040,817
Marketing cost	6,257,701	4,273,826	3,756,996	2,853,287	10,014,697	7,127,113
Lease of properties	4,749,861	4,382,851	869,842	938,426	5,619,703	5,321,277
Depreciation	2,783,953	2,510,793	811,094	694,852	3,595,047	3,205,645
Other	17,579,151	16,209,965	5,300,539	4,622,002	22,879,690	20,831,967
Total	56,732,144	50,221,355	22,335,413	18,305,464	79,067,557	68,526,819
	=========	=========	=========	=========	=========	=========

NOTE 24 - OTHER NON-OPERATING INCOME

The components of this line item are summarized as follows:

	For the nine-months period ended September 30,	
	2012	2011
	ThCh$	ThCh$
Premises rental	212,491	388,325
Tax refund	67,989	54,053
Income on sales of property, plant and equipment	173,188	-
Other	56,003	106,281
Total	509,671	548,659
	======	======

NOTE 25 – FINANCIAL EXPENSES

The components of these line items are summarized as follows:

Description	For the nine-months period ended September 30, 2012	2011
	ThCh$	ThCh$
Interest expenses – 8.25 % senior notes due 2021	12,270,811	4,337,479
Commissions and expenses	1,856,798	2,988,234
Financial expenses related to re–issuance cost of senior notes due 2021	800,331	2,391,998
Interest expenses – bank and financial institutions	1,456,767	4,645,326
Bond trading expenses	-	1,263,015
Total	16,384,707	15,626,052
	=========	========

NOTE 26 - DIRECTORS' REMUNERATION

During the period ended September 30, 2012 and 2011, the Board of the Company received no fees as compensation for their work as directors.

NOTE 27 – CONTINGENCIES AND COMMITMENTS

a) As of September 30, 2012 the Company, for specific long-term obligations, has granted the following mortgages for properties located in:

   i) Ave. Francisco Bilbao 4,976, Las Condes, amounting to UF 10,662.75 in favour of the Santander Santiago Bank.

   ii) Ave. Las Condes N° 11.000, Las Condes, amounting to ThCh$ 14,202,763 in favour of Banco de Chile.

   iii) Property located in Paicavi N° 2770, Concepción, amounting to ThCh$ 4,169,333 in favour of Banco de Chile.

   iv) Manuel Castillo Street s/n, Peñaflor, amounting to ThCh$ 1,956,710 in favour of Banco de Chile.

   v) Property located in lots 36 and 39, plot 11, Piedra Colgada, Copiapo, amounting to ThCh$ 1,691,247 in favour of Banco de Chile.

   vi) Ave. Americo Vespucio No. 580 and 576, Santiago, prohibition in favour of the Santander Santiago Bank.

   vii) Ave. Claudio Arrau N° 9490 y 9404, Santiago, prohibition in favour of the Santander Santiago Bank.

b) As of September 30, 2012 the Company, for specific long-term obligations derived from bank loan contract with Banco de Chile, has granted the following mortgages for properties located at:

   i) Ave. Fuchlocher s/n lot A and plot 8b, Chuyaca sector, Osorno, in favour of the Banco de Chile and others.

c) As of September 30, 2012, the subsidiary Automotores Gildemeister Peru S.A. is guaranteeing lease agreements signed by eight transportation companies. The total amount secured by the Company under these agreements is approximately ThCh$ 6.983,843.

d) As of September 30, 2011 the Company, for specific long-term obligations, has granted the following mortgages for properties located in:

   i) Ave. Francisco Bilbao 4,976, Las Condes, amounting to UF 14,691.02, in favour of the Santander Santiago Bank.

   ii) Ave. Las Condes N° 11.000, Las Condes, amounting to UF 252,000 in favour of Banco de Chile.

   iii) Ave. Americo Vespucio No 195 Lot 2, Pudahuel, amounting to ThCh$ 2,574,836 in favour of the Santander Santiago Bank.

e) As of September 30, 2011 the Company, for specific long-term obligations derived from bank loan contract with Banco de Chile, has granted the following mortgages for properties located at:

   i) Ave. Fuchlocher s/n lot A and plot 8b, Chuyaca sector, Osorno, in favour of the Banco de Chile and others (release in process).

   ii) Property located in Chuyaca, lot A, Osorno (release in process), amounting to UF 87,070.81 in favour of Corpbanca.

f) As of September 30, 2012 and 2011, the Company has no granted mortgages for its short term obligations.

g) As of September 30, 2012 the Company has not constituted "warrants" over vehicles inventories in order to guarantee loans from financial institutions. At the same period of 2011, the Company has warrants amounting to ThCh$ 1,314,759.

NOTE 28 – SUBSEQUENT EVENT

a) At the special Shareholders meeting held on October 2, 2012, a capital increase was agreed amounting to ThCh$ 20,885,740 (historic), without new shares issued. Each shareholder attended the capital increase in proportion to their rightful stake. The parent company, Minvest S.A., contributed with a) 25,346,506 shares of Bramont Montadora e Industrial y Comercial de Veiculos S.A., which were valued at ThCh$ 1,557,600, including the transfer of assets and liablities existing at that time, b) assignment of debt held by Bramont Montadora e Industrial y Comercial de Veiculos S.A. amounting to ThCh$ 19,002,424, c) accrued interests amounting to ThCh$ 325,565. On the other hand, a cash contribution of ThCh$ 151 was made by Inmobiliaria Automotores Gildemeister S.A.

b) On October 12, 2012, a company called Comercial e Inmobiliaria Autoshopping S.A. was set up between Automotores Gildemeister S.A., and Derco Inversiones Limitada; through the subscription of 500 shares at ThCh$ 10 each one. The company´s purpose is to construct and develop a shopping center; and import, distribute or sale motor vehicles, spare parts, or parts thereof.

c) The Administration of the Company is not aware of any other events between September 30, 2012 and the date of issuance of these financial statements that could significantly affect the interpretation thereof.

NOTE 29 - TRANSLATION TO ENGLISH FROM THE ORIGINALLY ISSUED FINANCIAL STATEMENTS IN SPANISH

The Company has issued its consolidated financial statements in Spanish and in conformity with accounting principles generally accepted in Chile. The financial statements presented herein represent a free translation from the original consolidated financial statements issued in Spanish, and may include some minor changes which were made in order to provide a better understanding to users of these financial statements. Those changes do not modify the Company's net equity, its net income or its cash flows at each period-end or for any reported period herein presented.

Cristián Leighton F.
Chief Accountant

Eduardo Moyano L.
Chief Administration and
Financial Officer

Valentin Schwartz
Controller Vice-President

Ricardo Lessmann C.
Executive Chairman

MARC LEASING S.A.

Estados financieros

31 de diciembre de 2011

CONTENIDO

$ - Pesos chilenos
M$ - Miles de pesos chilenos
UF - Unidades de fomento

pwc

pwc

PricewaterhouseCoopers
RUT 81.513.400-1
Santiago – Chile
Av. Andrés Bello 2711 - Pisos 2, 3, 4 y 5
Las Condes
Teléfono (56) (2) 940 0000
www.pwc.cl

INFORME DE LOS AUDITORES INDEPENDIENTES

Santiago, 14 de febrero de 2012

Señores Accionistas y Directores
Marc Leasing S.A.

1 Hemos efectuado una auditoría a los balances generales de Marc Leasing S.A. al 31 de diciembre de 2011 y 2010 y a los correspondientes estados de resultados y de flujos de efectivo por los años terminados en esas fechas. La preparación de dichos estados financieros (que incluyen sus correspondientes notas) es responsabilidad de la administración de Marc Leasing S.A.. Nuestra responsabilidad consiste en emitir una opinión sobre estos estados financieros, con base en las auditorías que efectuamos.

2 Nuestras auditorías fueron efectuadas de acuerdo con normas de auditoría generalmente aceptadas en Chile. Tales normas requieren que planifiquemos y realicemos nuestro trabajo con el objeto de lograr un razonable grado de seguridad que los estados financieros están exentos de representaciones incorrectas significativas. Una auditoría comprende el examen, a base de pruebas, de evidencias que respaldan los importes y las informaciones revelados en los estados financieros. Una auditoría también comprende, una evaluación de los principios de contabilidad utilizados y de las estimaciones significativas hechas por la administración de la Sociedad, así como una evaluación de la presentación general de los estados financieros. Consideramos que nuestras auditorías constituyen una base razonable para fundamentar nuestra opinión.

3 En nuestra opinión, los mencionados estados financieros presentan razonablemente, en todos sus aspectos significativos, la situación financiera de Marc Leasing S.A. al 31 de diciembre de 2011 y 2010, los resultados de sus operaciones y los flujos de efectivo por los años terminados en esas fechas, de acuerdo con principios de contabilidad generalmente aceptados en Chile.

4 Durante los últimos años, la Sociedad no ha mantenido actividades operativas relevantes, por lo que se pueden plantear dudas sobre la aplicabilidad del principio de empresa en marcha. Conforme se describe en Nota 2, la Administración se encuentra abocada a generar las alternativas de operación futura y el principal accionista ha manifestado que continuará prestando el apoyo financiero hasta que se concreten nuevos negocios.

5 En atención a que la Sociedad opera en forma integrada con la compañía matriz, sus estados financieros deben ser leídos y analizados conjuntamente con los estados financieros consolidados de Automotores Gildemeister S.A. y filiales.

PricewaterhouseCoopers

Luis Arancibia L.

MARC LEASING S.A

BALANCE GENERAL

ACTIVO	Al 31 de diciembre de 2011 M$	2010 M$	PASIVO Y PATRIMONIO
ACTIVO CIRCULANTE			PASIVO CIRCULANTE
Disponible	1.275	1.390	Ctas. por pagar a empresas relacionadas
Impuestos por recuperar	29.197	-	
Existencias	153.666	-	Provisiones
Total activo circulante	184.138	1.390	Total pasivo circulante
OTROS ACTIVOS			PATRIMONIO
Impuestos diferidos	280.496	280.469	Capital pagado
Total otros activos	280.496	280.469	Resultados acumulados
			Resultado del ejercicio
			Total patrimonio
Total activo	464.634	281.859	Total pasivo y patrimonio

Las Notas adjuntas N°s 1 a 9 forman parte integral de estos estados financieros.

MARC LEASING S.A.

ESTADO DE RESULTADOS

	Por los ejercicios terminados al 31 de diciembre de 2011	2010
	M$	M$
RESULTADO OPERACIONAL		
Gastos de administración y ventas	(2.307)	(1.624)
Resultado operacional	(2.307)	(1.624)
RESULTADO NO OPERACIONAL		
Otros ingresos fuera explotación	2.162	1.755
Corrección monetaria	(14)	(6)
Resultado no operacional	2.148	1.749
Resultado antes de impuesto a la renta	(159)	125
Impuesto a la renta	27	(21)
RESULTADO DEL EJERCICIO	(132)	104

Las Notas adjuntas N°s 1 a 9 forman parte integral de estos estados financieros.

MARC LEASING S.A.

ESTADO DE FLUJOS DE EFECTIVO

	Por los ejercicios terminados al 31 de diciembre de 2011	2010
	M$	M$
FLUJO ORIGINADO POR ACTIVIDADES DE LA OPERACION		
Resultado del ejercicio	(132)	104
Cargos (abonos) a resultado que no representan flujo de efectivo:		
Corrección monetaria neta	14	6
Otros cargos que no representan flujo de efectivo	27	22
Variación de activos, que afectan al flujo de efectivo:		
Existencias	(153.666)	-
Impuestos por recuperar	(29.197)	-
Otros activos	(27)	66
Variación de pasivos, que afectan al flujo de efectivo:		
Provisiones y retenciones	44	-
Documentos y cuentas por pagar a empresas relacionadas	182.863	-
Flujo neto utilizado en actividades de la operación	(74)	198
Flujo neto total del ejercicio	(74)	198
Efecto de la inflación sobre el efectivo	(41)	(7)
VARIACION NETA DEL EFECTIVO	(115)	191
SALDO INICIAL DE EFECTIVO	1.390	1.199
SALDO FINAL DE EFECTIVO	1.275	1.390

Las Notas adjuntas N°s 1 a 9 forman parte integral de estos estados financieros.

MARC LEASING S.A.

NOTAS A LOS ESTADOS FINANCIEROS

AL 31 DE DICIEMBRE DE 2011 Y 2010

NOTA 1 - CONSTITUCION Y OBJETO DE LA SOCIEDAD

Marc Leasing S.A. se constituyó como sociedad anónima cerrada el 9 de diciembre de 1992, mediante escritura pública suscrita ante el Notario Público señor Sergio Rodríguez Garcés. Su objeto social es la adquisición, enajenación y arrendamiento, por cuenta propia o ajena, de equipos, especialmente bajo la modalidad de leasing, esto es, el arrendamiento con o sin opción de compra de esos mismos bienes y su financiamiento; el leaseback o compraventa y arrendamiento con pacto de retroventa; promover e impulsar cualquiera clase de negocios financieros o de crédito como asimismo, la realización de cualquiera otra actividad directa o indirecta relacionada con las anteriores, pudiendo al efecto ejecutar todos los actos y celebrar todos los contratos que sean necesarios.

La administración tiene contemplado seguir aumentando el nivel de las actividades comerciales.

NOTA 2 - RESUMEN DE CRITERIOS CONTABLES APLICADOS

a) General

Los presentes estados financieros han sido preparados de acuerdo con principios de contabilidad generalmente aceptados en Chile.

La Sociedad presenta pérdidas operacionales y no mantiene actividades operativas relevantes. No obstante lo anterior, los presentes estados financieros han sido preparados sobre la base de principios de contabilidad aplicables a una empresa en marcha en consideración a que la administración de la Sociedad se encuentra abocada en analizar las alternativas de operación futura y estima que esta situación será revertida en los próximos ejercicios. En este sentido se debe destacar que al 31 de diciembre de 2011, la sociedad cuenta con un inventario de vehículos para ser enajenados en el trascurso del ejercicio 2012. Asimismo, el principal accionista de la Sociedad (Automotores Gildemeister S.A.) ha manifestado que continuará prestando el apoyo financiero para que la Sociedad desarrolle sus operaciones normalmente.

En atención a que la Sociedad opera integrada con la compañía matriz, sus estados financieros deben ser leídos y analizados conjuntamente con los estados financieros consolidados de Automotores Gildemeister S.A. y filiales.

b) Corrección monetaria

Los estados financieros han sido ajustados monetariamente para reconocer los efectos de la variación en el poder adquisitivo de la moneda ocurrida en cada ejercicio.

Para estos efectos, la Sociedad ha corregido monetariamente su capital propio financiero, sus activos y pasivos no monetarios y las cuentas de resultados de acuerdo con las disposiciones legales vigentes sobre corrección monetaria. Las actualizaciones han sido determinadas a base de los índices oficiales del Instituto Nacional de Estadísticas, que dieron origen a una variación del 3,9% para el ejercicio 2011 (2,5% para el ejercicio 2010).

Para efectos de permitir una mejor comparación, los saldos de los estados financieros al 31 de diciembre de 2010 y los montos indicados en las notas para dicho ejercicio, se presentan actualizados en un 3,9%.

c) Bases de conversión

Los saldos expresados en Unidades de fomento (UF) han sido traducidos a pesos al valor de $ 22.294,03 por UF 1 en 2011 ($ 21.455,55 por UF 1 en 2010).

d) Impuesto a la renta e impuesto diferido

La Sociedad determina provisión para impuesto a la renta de acuerdo con las disposiciones legales vigentes.

Los efectos de impuestos diferidos originados por las diferencias entre el balance financiero y el tributario, se registran por todas las diferencias temporarias, considerando la tasa de impuesto que estará vigente a la fecha estimada de reverso, conforme a lo establecido en el Boletín Técnico N° 60 del Colegio de Contadores de Chile A.G. Los efectos derivados de los impuestos diferidos existentes a la fecha de implantación del referido boletín técnico y no reconocido anteriormente, se reconocen en resultados sólo a medida que las diferencias temporales se reserven.

e) Estado de flujos de efectivo

La Sociedad ha determinado que su efectivo y efectivo equivalente está compuesto por el rubro Disponible, que incluye los saldos contables de caja y de cuentas corrientes bancarias, los cuales forman parte habitual de la administración de los excedentes de caja.

Bajo flujos originados por actividades de operación se incluyen todos aquellos flujos de efectivo relacionados con el giro social, incluyendo además los intereses pagados, los ingresos financieros y, en general, todos aquellos flujos que no están definidos como de inversión o financiamiento. Cabe señalar que el concepto operacional utilizado en este estado, es más amplio que el considerado en el estado de resultados.

NOTA 3 - CORRECCION MONETARIA

La aplicación del mecanismo de corrección monetaria descrito en Nota 2 b) y c), originó un cargo neto a resultados de M$ 52 (cargo neto de M$ 29 en 2010), según se resume a continuación:

	(Cargo) abono a resultados	
	2011	2010
	M$	M$
Actualización de:		
Patrimonio	(10.580)	(6.872)
Otros activos	10.528	6.843
(Cargo) abono neto a resultados	(52)	(29)
Cuentas de resultado	38	23
Saldo cuenta Corrección monetaria	(14)	(6)
	=====	====

NOTA 4 - IMPUESTO A LA RENTA E IMPUESTO DIFERIDO

a) Al 31 de diciembre de 2011 y 2010, la Sociedad no constituyó provisión para impuesto a la renta por existir pérdidas tributarias acumuladas ascendentes a M$ 3.437.564 (M$ 3.437.404. en 2010).

b) Los efectos de los impuestos diferidos son los siguientes:

	2011 Impuesto diferido activo		2010 Impuesto diferido activo	
Conceptos	Corto plazo	Largo plazo	Corto plazo	Largo plazo
	M$	M$	M$	M$
Activos para leasing		-		-
Pérdida tributaria	-	584.386	-	584.359
Subtotal	-	584.386	-	584.359
Provisión de valuación	-	(303.890)	-	(303.890)
Total	-	280.496	-	280.469

c) El efecto en resultados por impuesto diferido es el siguiente:

Item	2011	2010
	M$	M$
Efecto por activos o pasivos por impuesto diferido del ejercicio	27	(21)
Total	27	(21)

NOTA 5 - PATRIMONIO

a) El movimiento ocurrido durante los años 2011 y 2010 en las cuentas de patrimonio es el siguiente:

	Capital pagado	Pérdidas acumuladas	Resultado del ejercicio	Total
	M$	M$	M$	M$
Saldos al 1 de enero de 2010	569.818	(293.094)	(12.159)	264.565
Traspaso pérdida 2009	-	(12.159)	12.159	-
Corrección monetaria	14.245	(7.631)	-	6.614
Resultado del ejercicio	-	-	100	100
Saldos al 31 de diciembre de 2010	584.063	(312.884)	100	271.279
Saldos al 31 de diciembre de 2010 actualizados para efectos comparativos	606.841	(325.086)	104	281.859
Saldos al 1 de enero de 2011	584.063	(312.884)	100	271.279
Traspaso resultado 2010	-	100	(100)	-
Corrección monetaria	22.778	(12.198)	-	10.580
Resultado del ejercicio	-	-	(132)	(132)
Saldos al 31 de diciembre de 2011	606.841	(324.982)	(132)	281.727

b) De acuerdo a lo dispuesto en el Artículo N° 10 de la Ley 18.046 sobre Sociedades Anónimas, al 31 de diciembre de cada año se ha incorporado al capital pagado el monto proporcional correspondiente a su revalorización, quedando éste representado al 31 de diciembre de 2011 por M$ 606.841 dividido en 1.000.000 acciones sin valor nominal.

c) Al 31 de diciembre de 2011 y 2010, el capital social se encuentra íntegramente suscrito y pagado de acuerdo a lo siguiente:

	Participación 2011	Participación 2010
	%	%
Automotores Gildemeister S.A.	99,75	99,75
Otros	0,25	0,25
Total	100,00	100,00

NOTA 6 - SALDOS Y TRANSACCIONES SIGNIFICATIVAS CON PARTES RELACIONADAS

a) Saldos por pagar - corto plazo

Entidad	Tipo de relación	Monto transacción 2011	Monto transacción 2010	(Cargo) abono a resultados 2011	(Cargo) abono a resultados 2010
		M$	M$	M$	M$
Automotores Gildemeister S.A.	Matriz	182.863	-	-	-

b) Principales transacciones con empresas relacionadas

Entidad	Tipo de relación	Concepto	Monto transacción 2011	Monto transacción 2010	(Cargo) abono a resultados 2011	(Cargo) abono a resultados 2010
			M$	M$	M$	M$
Automotores Gildemeister S.A.	Matriz	Cuenta corriente	2.162	-	-	-
		Servicios prestados	2.162	1.755	(2.162)	(1.755)
		Compra existencias	182.863	-	-	-

NOTA 7 - OTROS INGRESOS FUERA DE LA EXPLOTACION

El detalle de este ítem al cierre de cada ejercicio es el siguiente:

Concepto	2011	2010
	M$	M$
Servicios administrativos	2.162	1.755

NOTA 8 - CONTINGENCIAS Y COMPROMISOS

En Junta General Extraordinaria de Accionistas del 17 de mayo de 2011, se acordó constituir como garante personal o fiador y codeudor solidario a Marc Leasing S.A., por la emisión y colocación del bono de US$ 300,000,000 que Automotores Gildemeister S.A. emitió en el mes de mayo de 2011.

NOTA 9 - HECHOS POSTERIORES

Entre el 31 de diciembre de 2011 y la fecha de emisión de estos estados financieros (14 de febrero de 2012) no se han producido hechos que puedan afectar significativamente la interpretación de los mismos.

Cristián Leighton F.
Contador General

Valentín Schwartz
Vicepresidente Controller

Eduardo Moyano L.
Vicepresidente de Administración
y Finanzas

ANNEX A:

SIGNIFICANT DIFFERENCES BETWEEN CHILEAN GAAP AND IFRS

Our Audited Consolidated Annual Financial Statements and our Unaudited Interim Consolidated Financial Statements contained elsewhere in this Luxembourg listing prospectus have been prepared in Chilean pesos (Ch$) in accordance with Chilean GAAP. Significant measurement and disclosure differences exist between IFRS and Chilean GAAP, and those differences may be material to the financial information that we have provided in this Luxembourg listing prospectus.

Chilean GAAP differs in certain significant respects from IFRS. Such differences might be material to the financial information contained in this Luxembourg listing prospectus. A summary of the significant differences is presented below. We have made no attempt to identify or quantify the impact of those differences. In making an investment decision investors must rely upon their own examination of Gildemeister, the terms of this Luxembourg listing prospectus and the financial information contained herein. Potential investors should consult their own professional advisors for an understanding of the differences between Chilean GAAP and IFRS, and how those differences might affect the financial information contained herein.

This summary should not be taken as exhaustive of all differences between Chilean GAAP and IFRS. No attempt has been made to identify all disclosure, presentation or classification differences that would affect the manner in which transactions or events are presented in the Financial Statements, including the Notes thereto.

Set forth below is a description of the significant differences between Chilean GAAP and IFRS:

Price-Level Restatement

IFRS

In accordance with IAS 29 “Financial reporting in hyperinflationary economies”, the Chilean economy is not considered hyper-inflationary and accordingly, price-level restatement should not be applied.

Chilean GAAP

Under Chilean GAAP, figures included in the financial statements are restated to reflect the full effects of the gain (loss) in the purchasing power of the Chilean peso on the financial position and results of operations of reporting entities. The method is based on a model that enables calculation of net inflation gains or losses caused by monetary assets and liabilities exposed to changes in the purchasing power of local currency, by restating all non-monetary accounts in the financial statements. The model prescribes that the historical cost of such accounts be restated for general price-level changes between the date of origin of each item and the year-end.

Property, Plant and Equipment

IFRS

Property, plant and equipment is initially recorded at its acquisition cost. Subsequent costs are included in the asset’s carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably.

Guidance allows two options for subsequent measurement of assets, either the cost model or revaluation model. Under the revaluation model, an asset, whose fair value can be measured reliably, shall be carried at a revalued amount, being its fair value at the date of the revaluation less any subsequent accumulated depreciation and subsequent accumulated impairment losses.

Depreciation is calculated for each part of an item of property, plant and equipment with a cost that is significant in relation to the total cost of the item on a straight-line basis over the estimated useful life of the assets. The cost of an asset is depreciated to reduce the asset's carrying value to its residual value on a systematic basis over its useful life.

The residual value and the useful life of an asset shall be reviewed on an annual basis, at each financial year-end and, if expectations differ from the previous estimate, the change is accounted for as a change in an accounting estimate. In accordance with IFRS 1 a first-time adopter may elect the measurement base to determine the deemed cost of property, plant and equipment at the transition date.

Chilean GAAP

Property, plant and equipment are carried at cost plus price-level restatements less accumulated depreciation. Expenditures for significant improvements, or replacement parts, which extend the useful life of an asset for more than one year, are capitalized, while maintenance and repair costs are charged to operations as incurred. Gains and losses arising from normal retirement and disposal of property, plant and equipment are reflected in other non-operating income or expense in the consolidated statements of income.

Intangible Assets

IFRS

An intangible asset will be recognized if, and only if:

- it is identifiable;
- the entity has control over the asset;
- it is probable that the expected future economic benefits that are attributable to the asset will flow to the entity; and
- the cost of the asset can be measured reliably

All separately acquired intangible assets that meet the recognition criteria should be measured at cost. Two options can be used for subsequent measurement, cost or revaluation date, less any accumulated amortization and accumulated impairment losses.

An entity is required to assess whether the useful life of an intangible asset is finite or indefinite and, if finite, the length of, or number of production or similar units constituting, that useful life. An intangible asset will be regarded by Gildemeister as having indefinite useful life when, based on an analysis of all of the relevant factors, there is no foreseeable limit to the period over which the asset is expected to generate net cash inflows for the entity.

Consumption of the economic benefits of a finite lived intangible asset is reflected by an amortization charge. The cost of the asset is amortized to reduce its carrying value to its residual value (usually zero) over its useful life. Amortization shall begin when the asset is available for use. The amortization period and method must be reviewed at least at each year-end and appropriate adjustments made if either is no longer relevant.

Chilean GAAP

According to Technical Bulletin N°55, Chilean GAAP allows similar treatment of intangible assets with the following exceptions:

- According to Chilean GAAP, Gildemeister is not permitted to use the revaluation method. The intangible assets are recorded at cost.
- Chilean GAAP does not require performing impairment tests at the end of each reporting period

Embedded derivatives

IFRS

Certain implicit or explicit terms included in host contracts that affect some or all of the cash flows or the value of other exchanges required by the contract in a manner similar to a derivative instrument must be separated from the host contract and accounted for at fair value only if all the criteria required are met. An entity separately would measure embedded derivatives as freestanding derivative instruments at their estimated fair values recognizing changes in such fair values when they occur, The gain or loss on a derivative instrument not designated as a hedging instrument is recognized in income.

Chilean GAAP

Chilean GAAP does not consider the existence of derivative instruments embedded in other contracts and therefore they are not reflected in the financial statements.

Financial instruments disclosure

IFRS

IFRS requires disclosure of qualitative and quantitative information about exposure to risks arising from financial instruments, including specified minimum disclosures about credit risk, liquidity risk and market risk. The qualitative disclosure describes management's objectives, policies and processes for managing those risks. The quantitative disclosure provides information about the extent to which the entity is exposed to risk, based on information provided internally to the entity's key management personnel. Together, these disclosures provide an overview of the entity's use of financial instruments and the exposures to risks they create.

Chilean GAAP

There is no similar requirement.

Impairment of Assets

IFRS

Assets that have an indefinite useful life (e.g., goodwill or intangible assets) not ready to use are not subject to amortization and are tested annually for impairment.

Assets that are subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows (cash-generating units). Non-financial assets other than goodwill that suffered an impairment are reviewed for possible reversal of the impairment at each reporting date.

Chilean GAAP

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of any such asset may not be recoverable. The estimate of future cash flow is based upon, among other things, certain assumptions about expected future operating performance. Gildemeister's estimates of undiscounted cash flows may differ from actual cash flows due to, among other things, technological changes, economic conditions and changes to our business model or changes in operating performance. If the sum of the projected undiscounted cash flows (excluding interest) is less than the carrying value of the asset, the asset will be written down to its estimated fair value.

Recognition and Measurement of Financial Instruments

IFRS

IFRS prescribes four categories for financial assets:

1) A financial asset is "at fair value through profit or loss" (FVTPL) if it is either:
   a) Held-for-trading, or
   b) Designated on initial recognition as "at fair value through profit or loss".

2) Loans and receivables are non-derivative financial assets with fixed non-derivative financial assets with fixed or determinable payments that are not quoted in an active market, except for specific cases.

3) Held-to-maturity (HTM) assets are non-derivative financial assets with fixed or determinable payments and fixed maturity (for example, debt securities, loans and mandatory redeemable preferred shares) that an entity has the positive intention and ability to hold to maturity with certain exceptions.

4) Available-for-sale financial assets (AFS) are non-derivative financial assets (including both debt and equity instruments) that are designated as such on initial recognition or that are not classified in any other category.

On the other hand, for financial instruments measured at amortized cost, measured subsequent to initial recognition must be obtained by the method of the effective interest rate.

This is a method of calculating the amortized cost of a financial asset or a financial liability and of allocating the interest income or interest expense over the relevant period. The effective interest rate is the rate that exactly discounts the cash flows receivable or payable estimated over the expected life of the financial instrument (or, when appropriate, a shorter period) to the net the asset or financial liability. To calculate the effective interest rate, an entity shall estimate cash flows considering all contractual terms of the instrument (for example, prepayment, call and call options or similar), but does not consider future credit losses.

Chilean GAAP

Financial instruments issued by corporations, bonds issued by Chilean Government agencies and Notes issued by financial institutions with readily determinable market values are recorded at lower of cost or market. Unrealized losses on such investments are reflected in the statements of income.

Translation of financial statements of non-Chilean operations

IFRS

The financial statements of foreign subsidiaries are measured using the currency of the primary economic environment in which the company operates (the functional currency). Primary and secondary indicators should be considered in the determination of the functional currency of an entity. Balance sheet accounts and income statement accounts are then translated into the parent company's reporting currency using the exchange rates at the reporting date and average monthly exchange rates, respectively. Exchange differences arising from the translation of net investments in foreign entities are recorded directly in shareholders' equity as Conversion reserves.

Chilean GAAP

In accordance with Technical Bulletin No. 64 of the Chilean Institute of Accountants, the financial statements of foreign subsidiaries whose activities do not constitute an extension of the Chilean company's operations, or which operate in countries that are exposed to significant risks, restrictions or inflation/exchange fluctuations must be remeasured into U.S. dollars and translated into Chilean pesos at the year-end exchange rate.

Those financial statements of foreign subsidiaries are remeasured into U.S. dollars as follows: (i) monetary assets and liabilities are converted into U.S. dollars at the end of period exchange rate (ii) non-monetary assets and liabilities are converted to U.S. dollars at their historical equivalents in U.S. dollars and (iii) income and expense accounts are translated at the average exchange rate of the month in which they are recognized. The resulting foreign currency amounts are then translated to Chilean pesos at the closing exchange rate at the balance sheet date. The difference between the investments' equity value arising from the financial statements remeasured as explained above and the net equity value at the beginning of the year restated by Chilean inflation, plus the proportional share of the investments' income (or loss) for the year, is recorded as other reserves in shareholders' equity in the consolidated balance sheets.

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