U.S.$1,000,000,000

Grupo Aval Limited

(*Incorporated in the Cayman Islands*)

Unconditionally Guaranteed by

GRUPO AVAL ACCIONES Y VALORES S.A.

(*Incorporated in the Republic of Colombia*)

4.375% Senior Notes due 2030

Grupo Aval Limited, or the "Issuer," is offering U.S.$1,000,000,000 aggregate principal amount of its 4.375% senior notes due 2030 (the "notes"). The notes will mature on February 4, 2030. The notes will accrue interest at a rate of 4.375% per year, payable semi-annually in arrears on February 4 and August 4 of each year, commencing on August 4, 2020. The notes will be irrevocably and unconditionally guaranteed by Grupo Aval Acciones y Valores S.A., or "Grupo Aval."

We may redeem the notes, in whole or in part, by paying the greater of 100% of the outstanding principal amount and a "make-whole" amount, in each case plus accrued and unpaid interest. In addition, we may redeem the notes, in whole but not in part, at a price equal to 100% of the outstanding principal amount, plus accrued and unpaid interest and any additional amounts, at any time upon the occurrence of specified events relating to Cayman Islands or Colombian tax law. See "Description of the Notes—Optional redemption."

The notes will be senior unsecured obligations of the Issuer and will rank pari passu in right of payment with all of its existing and future senior unsecured indebtedness (other than certain liabilities preferred by statute or by operation of law). The guarantees of Grupo Aval will rank pari passu in right of payment with all of its existing and future senior unsecured indebtedness (other than certain liabilities preferred by statute or operation of law).

Currently, there is no market for the notes. Application will be made for listing of and quotation for the notes on the Singapore Exchange Securities Trading Limited, or "SGX-ST." The SGX-ST assumes no responsibility for the correctness of any of the statements made, or opinions expressed or reports contained in this offering memorandum. Admission of the Notes to the Official List of the SGX-ST and the quotation of the Issuer on the SGX-ST are not to be taken as an indication of the merits of Issuer or the Notes. The notes will be traded in a minimum board lot size of U.S.$200,000 (or its equivalent in foreign currencies) as long as any of the notes are listed on the SGX-ST and the rules of the SGX-ST so require. The notes will not be admitted to trading on the SGX-ST prior to or on the settlement date. See "Listing and General Information."

Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA (Chapter 289 of Singapore), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Investing in the notes involves risks. See "Risk Factors" beginning on page 12 and in "Item 3. Key Information—D. Risk Factors" of our annual report on Form 20-F for the fiscal year ended December 31, 2018 (our "2018 Annual Report on Form 20-F") incorporated by reference herein for a discussion of certain risks that you should consider in connection with an investment in the notes.

Issue price: 99.432%, plus accrued interest, if any, from February 4, 2020.

The notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended, or the "Securities Act," or the securities laws of any other jurisdiction. The notes are being offered or sold only to (1) qualified institutional buyers, as defined in Rule 144A under the Securities Act, or "Rule 144A" and (2) outside the United States to non-U.S. persons in compliance with Regulation S under the Securities Act, or "Regulation S".

The notes may not be registered nor publicly offered or sold in Colombia unless the notes are registered with the Colombian National Registry of Securities and Issuers (*Registro Nacional de Valores y Emisores*). The notes have not been registered in the Cayman Islands and may not be offered or sold in the Cayman Islands except in compliance with the securities laws thereof.

The delivery of the notes is expected to be made to investors in book-entry form through the facilities of The Depository Trust Company, for the accounts of its direct and indirect participants, including Euroclear Bank S.A./N.V., or "Euroclear," and Clearstream Banking, *société anonyme*, Luxembourg, or "Clearstream," on or about February 4, 2020.

Joint Lead Book-Running Managers

Citigroup **HSBC** **J.P. Morgan**

The date of this offering memorandum is January 28, 2020.

Table of Contents

We have not, and Citigroup Global Markets Inc., HSBC Securities (USA) Inc., and J.P. Morgan Securities LLC (together, the "initial purchasers"), have not, authorized any other person to provide you with information other than this offering memorandum. Neither Grupo Aval Acciones y Valores S.A. ("Grupo Aval") nor the initial purchasers are making an offer to sell or soliciting an offer to buy the notes in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this offering memorandum is accurate as of the date on the front cover of this offering memorandum only. Our business, properties, results of operations or financial condition may have changed since that date. Neither the delivery of this offering memorandum nor any sale made hereunder will under any circumstances imply that the information herein is correct as of any date subsequent to the date on the cover of this offering memorandum.

This offering memorandum has been prepared by us solely for use in connection with the proposed offering of the notes described in this offering memorandum. This offering memorandum is personal to each offeree and does not constitute an offer to any other person or the public generally to subscribe for or otherwise acquire notes. Distribution of this offering memorandum to any person other than the prospective investor and any person retained to advise such prospective investor with respect to its purchase is unauthorized, and any disclosure of any of its contents, without our prior written consent, is prohibited. Each prospective investor, by accepting delivery of this offering memorandum, agrees to the foregoing.

By its acceptance hereof, each recipient agrees that neither it nor its agents, representatives, directors or employees will copy, reproduce or distribute to others this offering memorandum, in whole or in part, at any time without the prior written consent of Grupo Aval, and that it will keep permanently confidential all information contained herein or otherwise obtained from Grupo Aval, and will use this offering memorandum for the sole purpose of evaluating a possible acquisition of the notes and no other purpose.

None of the U.S. Securities and Exchange Commission, or the "SEC," any U.S. state securities commission or any other regulatory authority has approved or disapproved the notes or passed upon or endorsed the merits of this offering or the accuracy or adequacy of this offering memorandum. Any representation to the contrary is a criminal offense in the United States.

The notes are subject to restrictions on transfer and resale and may not be transferred or resold except as permitted under the Securities Act and applicable state securities laws pursuant to registration or exemption therefrom. As a prospective purchaser, you should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time. See "Plan of Distribution—Transfer Restrictions."

We will apply to admit the notes to listing and trading on the SGX-ST. The SGX-ST assumes no responsibility for the contents of this offering memorandum, makes no representations as to its accuracy or completeness and

expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this offering memorandum.

Prospective investors are not to construe the contents of this offering memorandum, or any prior or subsequent communications from Grupo Aval or other professionals associated with the offering, as legal, tax or business advice. Each prospective investor should consult its own attorney and business advisor as to the legal, business, tax and related matters concerning this investment. The initial purchasers are not acting as your advisors or agents. Prior to entering into any transaction, you should determine, without reliance upon the initial purchasers or their affiliates, the economic risks and merits, as well as the legal, tax and accounting characterizations and consequences of the transaction, and independently determine that you are able to assume these risks. In this regard, by acceptance of these materials, you acknowledge that you have been advised that (1) the initial purchasers are not in the business of providing legal, tax or accounting advice, (2) you understand that there may be legal, tax or accounting risks associated with the transaction, (3) you should receive legal, tax and accounting advice from advisors with appropriate expertise to assess relevant risks, and (4) you should apprise senior management in your organization as to the legal, tax and accounting advice (and, if applicable, risks) associated with this transaction and the initial purchasers' disclaimers as to these matters.

This offering memorandum contains summaries of the notes and of certain documents, agreements and opinions relating to this offering. Reference is hereby made to the actual documents for complete information concerning the rights and obligations of the parties thereto.

Notice to Members of the Public of the Cayman Islands

SECTION 175 OF THE COMPANIES LAW (2018 REVISION) OF THE CAYMAN ISLANDS PROVIDES THAT AN EXEMPTED COMPANY (SUCH AS GRUPO AVAL LIMITED) THAT IS NOT LISTED ON THE CAYMAN ISLANDS STOCK EXCHANGE IS PROHIBITED FROM MAKING ANY INVITATION TO THE PUBLIC IN THE CAYMAN ISLANDS TO SUBSCRIBE FOR ANY OF ITS SECURITIES. EACH PURCHASER OF THE NOTES AGREES THAT NO INVITATION MAY BE MADE TO THE PUBLIC IN THE CAYMAN ISLANDS TO SUBSCRIBE FOR THE NOTES.

Available Information

Grupo Aval is Colombia's largest banking group; and, through our BAC Credomatic operations, we are also a leading banking group in Central America. Our registered and principal executive offices are located at Carrera 13 No. 26A - 47, Bogotá D.C., Colombia, and our general telephone number is (+57) 1 743-3222. Our website is http://www.grupoaval.com. Information on our website is not incorporated by reference in, and does not constitute a part of, this offering memorandum.

Grupo Aval is an issuer of securities in Colombia and in the United States, registered with the Colombian National Registry of Shares and Issuers (*Registro Nacional de Valores y Emisores*) and the SEC. As such, it is subject to compliance with securities regulation in Colombia and applicable U.S. securities regulation. All of our banking subsidiaries (Banco de Bogotá, Banco de Occidente, Banco Popular and Banco AV Villas), Porvenir and Corficolombiana, are subject to inspection and supervision as financial institutions by the Superintendency of Finance. Grupo Aval is also subject to the inspection and supervision of the Superintendency of Finance as a result of Law 1870 of 2017, also known as Law of Financial Conglomerates (*Ley de Conglomerados Financieros*), which entered into effect on February 6, 2019. Grupo Aval, as the holding company of its financial conglomerate is responsible for the compliance with capital adequacy requirements, corporate governance standards, risk management and internal control and criteria for identifying, managing and revealing conflicts of interest, applicable to its financial conglomerate.

We are subject to the information requirements of the U.S. Securities Exchange Act of 1934, as amended, or the "Exchange Act," applicable to foreign private issuers, and accordingly, file or furnish reports, including annual reports on Form 20-F, reports on Form 6-K, and other information with the Securities and Exchange Commission, which may include information pertaining to us. The SEC maintains an Internet website that contains reports and other information about issuers that file electronically with the SEC. The address of that website is www.sec.gov.

We incorporate by reference our annual report on Form 20-F for the fiscal year ended December 31, 2018 (our "2018 Annual Report on Form 20-F") and our report on Form 6-K furnished to the SEC on January 17, 2020, containing our unaudited condensed consolidated interim financial statements for the three- and nine-month periods ended September 30, 2019 and 2018 (our "2019 Interim Report on Form 6-K") into this offering memorandum. Any other report and notice filed with the SEC and any information contained in, or accessible through, our website are not incorporated by reference in, and do not constitute a part of, this offering memorandum.

As you read the offering memorandum, our 2018 Annual Report on Form 20-F and our 2019 Interim Report on Form 6-K, you may find inconsistencies in information between this offering memorandum, the 2019 Interim Report on Form 6-K, and our 2018 Annual Report on Form 20-F. If you find inconsistencies, you should rely on the statements made in the 2019 Interim Report on Form 6-K or in this offering memorandum. In the event of any inconsistency between the 2019 Interim Report on Form 6-K and this offering memorandum, you should rely on the statements in this offering memorandum. Any statement contained in a document incorporated by reference into this offering memorandum shall be deemed to be modified or superseded to the extent that such statement is made in the offering memorandum or a subsequently filed SEC report. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this offering memorandum.

For as long as any notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, we will, during any period in which we are neither subject to Section 13 or Section 15(d) of the Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such restricted securities or to any prospective purchaser or subscriber of such restricted securities designated by such holder or beneficial owner upon the request of such holder, beneficial owner or prospective purchaser or subscriber, the information required to be delivered to such persons pursuant to Rule 144(d)(4) under the Securities Act (or any successor provision thereto).

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

Incorporation by Reference

We incorporate herein by reference:

- our 2018 Annual Report on Form 20-F, which was filed with the SEC on April 26, 2019, and
- our 2019 Interim Report on Form 6-K which was furnished to the SEC on January 17, 2020.

Our 2018 Annual Report on Form 20-F and our 2019 Interim Report on Form 6-K incorporated by reference in this offering memorandum are available on the SEC's website, http://www.sec.gov.

You may obtain a copy of the Form 20-F and our report on Form 6-K incorporated by reference in this offering memorandum at no cost by writing or calling us at the following address:

Grupo Aval Acciones y Valores S.A.
Attn: Alejo Sánchez García- Corporate Strategy and Investor Relations Manager
Carrera 13 No. 26A – 47
Bogotá D.C., Colombia
Email: asanchez@grupoaval.com
Telephone: (+57) 1 743-3222

Presentation of Financial and Other Information

All references herein to "peso," "pesos," or "Ps" refer to the lawful currency of Colombia. All references to "U.S. dollars," "dollars" or "U.S.$" are to United States dollars. See "Exchange Rates and Foreign Exchange Control" in our 2019 Interim Report on Form 6-K for information regarding exchange rates for the Colombian currency. This offering memorandum translates certain Colombian peso amounts into U.S. dollars at specified rates solely for the convenience of the reader. The conversion of amounts expressed in pesos as of a specified date at the then prevailing exchange rate may result in the presentation of U.S. dollar amounts that differ from U.S. dollar amounts that would have been obtained by converting Colombian pesos as of another specified date. Unless otherwise noted in this offering memorandum, all such peso amounts have been translated at the rate of Ps 3,477.45 per U.S.$1.00, which was the representative market rate published on September 30, 2019. The representative market rate is computed and certified by the Superintendency of Finance on a daily basis and represents the weighted average of the buy/sell foreign exchange rates negotiated on the previous day by certain financial institutions authorized to engage in foreign exchange transactions. Such conversion should not be construed as a representation that the peso amounts correspond to, or have been or could be converted into, U.S. dollars at that rate or any other rate. On January 16, 2020, the representative market rate was Ps 3,313.40 per U.S. $1.00.

Definitions

In this offering memorandum, unless otherwise indicated or the context otherwise requires, the terms:

- "Grupo Aval", "we", "us", "our" and "our company" mean Grupo Aval Acciones y Valores S.A. and its consolidated subsidiaries;
- "Grupo Aval Limited" or the "Issuer" means our wholly-owned finance subsidiary, Grupo Aval Limited;
- "banks" and "our banking subsidiaries" mean Banco de Bogotá, Banco de Occidente, Banco Popular and Banco Comercial AV Villas, and their respective consolidated subsidiaries;
- "Banco de Bogotá" means Banco de Bogotá S.A. and its consolidated subsidiaries;
- "Banco de Occidente" means Banco de Occidente S.A. and its consolidated subsidiaries;
- "Banco Popular" means Banco Popular S.A. and its consolidated subsidiaries;
- "Banco AV Villas" means Banco Comercial AV Villas S.A. and its consolidated subsidiary;
- "BAC Credomatic" or "BAC" means BAC Credomatic Inc. and its consolidated subsidiaries;
- "Corficolombiana" means Corporación Financiera Colombiana S.A. and its consolidated subsidiaries;
- "LB Panamá" means Leasing Bogotá S.A., Panamá and its consolidated subsidiaries;
- "Porvenir" means Sociedad Administradora de Fondos de Pensiones y Cesantías Porvenir S.A. and its consolidated subsidiary; and
- "Superintendency of Finance" means the Colombian Superintendency of Finance (*Superintendencia Financiera de Colombia*), a supervisory authority ascribed to the Colombian Ministry of Finance and Public Credit (*Ministerio de Hacienda y Crédito Público*), or the "Ministry of Finance," holding the inspection, supervision and control authority over the persons or entities involved in financial activities, securities markets, insurance and any other operations related to the management, use or investment of resources collected from the public, as well as inspection and supervision authority over the holding companies of financial conglomerates in Colombia.

In this offering memorandum, references to beneficial ownership are calculated pursuant to the SEC's definition of beneficial ownership contained in Form 20-F for foreign private issuers. Form 20-F defines the term "beneficial owner" of securities means any person who, even if not the record owner of the securities, has or shares the underlying benefits of ownership, including the power to direct the voting or the disposition of the securities or to receive the economic benefit of ownership of the securities. A person is also considered to be the "beneficial owner" of securities when such person has the right to acquire within 60 days pursuant to an option or other agreement. Beneficial owners include persons who hold their securities through one or more trustees, brokers, agents, legal representatives or other intermediaries, or through companies in which they have a "controlling interest," which means the direct or indirect power to direct the management and policies of the entity.

Financial statements

We are a financial holding company and an issuer in Colombia of securities registered with the National Registry of Shares and Issuers (*Registro Nacional de Emisores y Valores*), and in this capacity, we are subject to inspection and surveillance by the Superintendency of Finance and required to comply with corporate governance and periodic reporting requirements to which all financial holdings and issuers in Colombia are subject. We are not a financial institution in Colombia, nor are we supervised or regulated as a financial institution there. Since the Law of Financial Conglomerates (*Ley de Conglomerados Financieros*) came into force on February 6, 2019, we are subject to the inspection and surveillance of the Superintendency of Finance as the financial holding company of the Aval Financial Conglomerate (which includes all of the financial subsidiaries of the group) and we will be required to comply with capital adequacy and additional regulations applicable to financial conglomerates. See "Item 4. Information on the Company—B. Business overview—Supervision and regulation" of our 2018 Annual Report on Form 20-F. All of our Colombian financial subsidiaries, including Banco de Bogotá, Banco de Occidente, Banco Popular, Banco AV Villas, Corficolombiana, Porvenir, and their respective financial subsidiaries, are entities under the direct comprehensive supervision of, and subject to inspection and surveillance as financial institutions by, the Superintendency of Finance and, in the case of BAC Credomatic, subject to inspection and surveillance as a financial institution by the relevant regulatory authorities in each country where BAC Credomatic operates.

Our consolidated financial statements at December 31, 2018 and 2017 and for the years ended December 31, 2018, 2017 and 2016 have been audited, as stated in the report appearing therein, by KPMG, and are incorporated in this offering memorandum by reference to our 2018 Annual Report on Form 20-F and referred to as our audited annual consolidated financial statements. Additionally, our unaudited condensed consolidated interim financial statements at September 30, 2019 and for the three and nine-month periods ended September 30, 2019 and 2018 are incorporated in this offering memorandum by reference to our 2019 Interim Report on Form 6-K and referred to as our unaudited condensed consolidated interim financial statements. Our historical results are not necessarily indicative of results to be expected for future periods. We have prepared the unaudited condensed consolidated interim financial statements incorporated by reference herein in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

Ratios and Measures of Financial Performance

We have included in this offering memorandum ratios and measures of financial performance such as return on average assets, or "ROAA", and return on average equity, or "ROAE".

These measures should not be construed as an alternative to IFRS measures and should not be compared to similarly titled measures reported by other companies, which may evaluate such measures differently from how we do. For ratios and measures of financial performance, see "Item 3. Key information—A. Selected financial and operating data— Ratios and Measures of Financial Performance" of our 2018 Annual Report on Form 20-F.

Annualized ratios

Unless otherwise noted, we present return on average assets, return on average shareholders' equity, average yields, interest rates and charge-offs to average outstanding loans, among others, for the nine-month periods ended September 30, 2019 and 2018 on an annualized basis by multiplying the numerator for the nine-month period by four thirds (4/3). Annualized ratios are not necessarily indicative of the ratios that will be achieved in full-year 2019.

Forward-Looking Statements

Some of the matters discussed in this offering memorandum concerning our operations and financial performance include estimates and forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (the "Reform Act"), including such statements contained in "Item 3. Key information-D. Risk factors", "Item 5. Operating and financial review and prospects" and "Item 4. Information on the Company-B. Business overview", of our 2018 Annual Report on Form 20-F and "Item 3. Operating and Financial Review and Prospects" and "Item 4. Recent Developments," of our 2019 Interim Report on Form 6-K.

Our estimates and forward-looking statements are mainly based on our current expectations and estimates on projections of future events and trends, which affect or may affect our businesses and results of operations. Although we believe that these estimates and forward-looking statements are based upon reasonable assumptions, they are subject to several risks and uncertainties and are made in light of information currently available to us. Our estimates and forward-looking statements may be influenced by the following factors, among others:

- changes in Colombian, Central American, regional and international business and economic, political or other conditions;
- developments affecting Colombian, Central American and international capital and financial markets;
- government regulation and tax matters and developments affecting our company and industry;
- declines in the oil and affiliated services sector in the Colombian and global economies;
- increases in defaults by our customers;
- increases in goodwill impairment losses, or other impairments;
- decreases in deposits, customer loss or revenue loss;
- increases in allowances for contingent liabilities;
- our ability to sustain or improve our financial performance;
- increases in inflation rates, particularly in Colombia and in jurisdictions in which we operate in Central America;
- the level of penetration of financial products and credit in Colombia and Central America;
- changes in interest rates which may, among other effects, adversely affect margins and the valuation of our treasury portfolio;
- decreases in the spread between investment yields and implied interest rates in annuities;
- movements in exchange rates;
- competition in the banking and financial services, credit card services, insurance, asset management, pension fund administration and related industries;
- adequacy of risk management procedures and credit, market and other risks of lending and investment activities;
- decreases in the level of capitalization of our subsidiaries;
- changes in market values of Colombian and Central American securities, particularly Colombian government securities;
- adverse legal or regulatory disputes or proceedings;
- successful integration and future performance of acquired businesses or assets;
- natural disasters and internal security issues affecting countries where we operate;
- loss of any key member of our senior management; and
- other risk factors as set forth under "Item 3. Key information-D. Risk factors" or "Item 5. Operating and financial review and prospects-D. Trend information" of our 2018 Annual Report on Form 20-F.

The words "believe", "may", "will", "estimate", "continue", "anticipate", "intend", "expect", "should", "plan", "predict", "potential" and similar words are intended to identify estimates and forward-looking statements. All statements addressing our future operating performance, and statements addressing events and developments that we expect or anticipate will occur in the future, are forward-looking statements within the meaning of the Reform Act. Estimates and forward-looking statements are intended to be valid only at the date they were made, and we undertake no obligation to update or to review any estimate and/or forward-looking statement because of new information, future events or other factors. Estimates and forward-looking statements involve risks and uncertainties and are not guarantees of future performance. Our future results may differ materially from those expressed in these estimates and forward-looking statements. In light of the risks and uncertainties described above, the estimates and forward-looking statements discussed in this offering memorandum might not occur and our future results and our

performance may differ materially from those expressed in these forward-looking statements due to the factors mentioned above, among others. Because of these uncertainties, you should not make any investment decision based on these estimates and forward-looking statements.

These cautionary statements should be considered in connection with any written or oral forward-looking statements that we may issue in the future.

Enforcement of Judgments

Cayman Islands

The Issuer is an exempted company incorporated with limited liability under the laws of the Cayman Islands. The Issuer is incorporated in the Cayman Islands because of certain benefits associated with being a Cayman Islands company, such as political and economic stability, an effective judicial system, a favorable tax system, the absence of exchange control or currency restrictions and the availability of professional and support services. However, the Cayman Islands have a different body of securities laws as compared to other jurisdictions. In addition, Cayman Islands companies may not have standing to sue before the federal courts of the United States. All of the Issuer's assets are located outside the United States, and all of the Issuer's directors and executive officers or such person's assets are located outside the United States. As a result, it may be difficult for investors to effect service of process within the United States upon the Issuer, or such persons, or to enforce against them, judgments obtained in U.S. courts.

We have been advised by our Cayman Islands counsel, Maples and Calder, that, although there is no statutory enforcement in the Cayman Islands of judgments obtained in New York or other states in the United States, a judgment obtained in such jurisdictions will be recognized and enforced in the courts of the Cayman Islands at common law, without any re-examination of the merits of the underlying dispute, by an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands, provided such judgment: (i) is given by a foreign court of competent jurisdiction; (ii) imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given; (iii) is final; (iv) is not in respect of taxes, a fine or a penalty; and (v) was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands.

Colombia

Grupo Aval is incorporated under the laws of Colombia. All of our directors and officers reside outside the United States. Substantially all of our assets are located outside the United States, primarily in Colombia. As a result, it may not be possible, or it may be difficult, for you to effect service of process upon us or these other persons within the United States or to enforce judgments obtained in U.S. courts against us or them, including those predicated upon the civil liability provisions of the U.S. federal securities laws.

The Supreme Court of Justice of Colombia (*Corte Suprema de Justicia de Colombia*), determines whether to enforce a U.S. judgment predicated on U.S. securities law through a procedural system known under Colombian law as *exequatur*. The Supreme Court of Justice of Colombia will recognize a foreign judgment, without reconsideration of the merits, only if the judgment satisfies the requirements of Articles 605 through 607 of Law 1564 of 2012 (*Código General del Proceso*) which provides that the foreign judgment will be recognized if:

- a treaty or convention exists between Colombia and the country where the judgment was granted relating to the recognition and enforcement of foreign judgments or, in the absence of such treaty or convention, there is reciprocity in the recognition of foreign judgments between the courts of the relevant jurisdiction and the courts of Colombia;

- the foreign judgment does not refer to "in rem" rights vested in assets that were located in Colombia at the time the suit was filed in the foreign court which issued the judgment;

- the foreign judgment does not contravene or conflict with Colombian laws relating to public policy provisions (i.e., provision considered to be international public policy) other than those governing judicial procedures;

- the foreign judgment, in accordance with the laws of the country where it was rendered, is final and not subject to appeal and a copy of the judgment provided to the Colombian Supreme Court must be authenticated and legalized by a Colombian Consul and translated into Spanish by an authorized translator, duly registered at the Ministry of Foreign Affairs;

- the foreign judgment does not refer to any matter upon which Colombian courts have exclusive jurisdiction;

- no proceedings are pending in Colombia with respect to the same cause of action, and no final judgment has been awarded in any proceeding in Colombia on the same subject matter and between the same parties;

- in the proceedings commenced in the foreign court that issued the judgment, the defendant was served properly in accordance with the applicable laws in such jurisdiction and was given a reasonable opportunity to defend itself against the action; and

- the legal requirements pertaining to the *exequatur* proceedings have been obtained.

The United States and Colombia do not have a bilateral treaty providing for automatic reciprocal recognition and enforcement of judgments in civil and commercial matters. The Colombian Supreme Court, which is the only Colombian court that can recognize foreign judgments, has generally accepted that reciprocity exists when it has been proven that either a U.S. court has recognized a Colombian judgment or that a U.S. court would recognize a foreign judgment, including a judgment issued by a Colombian court. However, the Colombian legal system is not based on precedents and exequatur decisions are made on a case-by-case basis.

Notwithstanding the foregoing, we cannot assure you that a Colombian court would recognize or enforce a judgment issued by a state or federal court in the United States with respect to the notes based on U.S. securities laws. We have been advised by our Colombian counsel that there is no legal basis for a Colombian court to exert jurisdiction over original actions to be brought against us or our directors and executive officers predicated solely upon the provisions of U.S. securities laws. In addition, certain remedies available under U.S. securities laws may not be admitted or enforced by Colombian courts.

Summary

This summary highlights selected information about us and the notes that we are offering. It may not contain all of the information that may be important to you. Before investing in our notes, you should read this entire offering memorandum carefully for a more complete understanding of our business and this offering, including our consolidated financial statements and the related notes incorporated by reference in this offering memorandum and in our 2018 Annual Report on Form 20-F and 2019 Interim Report on Form 6-K incorporated by reference herein and the sections entitled "Item 3. Key Information—D. Risk Factors" and "Item 5. Operating and Financial Review and Prospects" in our 2018 Annual Report on Form 20-F and "Item 3. Operating and Financial Review and Prospects" and "Item 4. Recent Developments" in our 2019 Interim Report on Form 6-K, each incorporated by reference herein.

Our company

We are Colombia's largest banking group based on total assets and we are also the largest banking group in Central America based on total assets as of December 31, 2018. We provide a comprehensive range of financial services and products from traditional banking services, such as making loans and taking deposits, to pension and severance fund management.

As of September 30, 2019, 69.0% of our assets are recorded in our Colombian entities, and 31.0% in our Central American operations (through LB Panamá who consolidates BAC Credomatic's operations). In terms of businesses, 87.6% of our total assets were consolidated assets from our banking subsidiaries, 11.1% were consolidated assets from Corficolombiana, and 1.3% were on-balance sheet consolidated assets of our pension fund manager, Porvenir. On a consolidated basis, Grupo Aval manages Ps 273.8 trillion of on-balance sheet assets, and Ps 282.5 trillion of off-balance sheet assets (assets under management).

Through our BAC Credomatic operations, we are the largest banking group in Central America based on consolidated assets. We have a leading Central American presence with operations that are complementary to our Colombian businesses and a leading position in the consumer and credit card banking businesses in the region.

We have operations in six Central American countries (Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panamá). We are the leading credit card issuer and merchant-acquiring franchise in Central America. At September 30, 2019, BAC Credomatic's credit card portfolio totaled U.S.$3.1 billion (Ps 10.6 trillion), which represents a 3.4% increase from U.S.$3.0 billion (Ps 10.3 trillion) at December 31, 2018. At September 30, 2019, 84.0% of BAC Credomatic's credit card portfolio was distributed across Costa Rica, Honduras, Guatemala and Panamá. The remaining 16.0% was distributed among El Salvador and Nicaragua.

For a discussion of Grupo Aval's business strengths and strategy, please see "Item 4. Information on the Company—B. Business Overview—Our Business Strengths" and "—Our Strategy" in our 2018 Annual Report on Form 20-F, which is incorporated herein by reference.

Risk factors

We face risks and uncertainties that may affect our future financial and operating performance, including, among others, the following: social, economic and political conditions in Colombia and other countries in which we operate; internal security issues affecting the countries in which we operate; governmental and regulatory actions and developments affecting our operating subsidiaries and our industry; natural disasters; declines in the quality of our loan portfolio and other assets; adequacy of risk management procedures and systems; counterparty risks; exposures in derivatives transactions; increases in funding costs; changes in interest and exchange rates and other market risks; losses from trading operations; completion and integration of acquisitions, failures of information technology and other systems; competition; loss of key members of senior management; and litigation and other legal proceedings. One or more of these matters could negatively affect our business or financial performance as well as our ability to successfully implement our strategy. See "Risk Factors" beginning on page 12 and "Item 3. Key Information—D. Risk Factors" of our 2018 Annual Report on Form 20-F incorporated by reference herein for a discussion of certain risk factors you should consider before investing in the notes.

The Issuer

Grupo Aval Limited is a wholly owned subsidiary of Grupo Aval and was incorporated in the Cayman Islands as an exempted company with limited liability on December 29, 2011 for an unlimited period. The registered office of the Issuer is located at P.O. Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands. Grupo Aval Limited was registered and filed with company number 265169 with the Assistant Registrar of Companies of the Cayman Islands.

On September 26, 2012, Grupo Aval Limited issued U.S.$1,000 million (Ps 3,477.5 billion) of its 4.75% Senior Notes due 2022, or the "2022 notes." The activities of Grupo Aval Limited are and will be limited by the terms of the indenture relating to the notes offered hereby and the 2022 notes, and to certain activities incidental or related to the notes and the 2022 notes. See "Description of the Notes." Grupo Aval Limited is not required to and has not published financial statements for any period and does not intend to publish any financial statements for future periods. The notes and other senior debt obligations guaranteed by Grupo Aval will be the only outstanding debt of Grupo Aval Limited.

Grupo Aval's registered and principal executive offices are located at Carrera 13 No. 26A - 47, Bogotá D.C., Colombia, and our general telephone number is (+57) 1 743-3222. Our website is *www.grupoaval.com*. Information contained on, or accessible through, our website is not incorporated by reference in, and shall not be considered part of, this offering memorandum.

The Offering

The following summary highlights selected information regarding the terms of the notes and the guarantees and is not intended to be complete. It does not contain all the information that is important to you. For a more complete understanding of the notes and the guarantees, you should read the entire offering memorandum carefully, including "Description of the Notes."

Issuer	Grupo Aval Limited
Guarantor	Grupo Aval
Securities offered	U.S.$1,000,000,000 aggregate principal amount of 4.375% senior notes due 2030.
Issue price	99.432% plus accrued interest, if any, from February 4, 2020.
Issue date	February 4, 2020.
Currency	U.S. dollars
Maturity date	The notes will mature on February 4, 2030.
Interest	The notes will accrue interest at a rate of 4.375% per year. Interest will accrue from the issue date of the notes.
Interest payment dates	Interest on the notes will be payable semi-annually in arrears on February 4 and August 4 of each year, beginning on August 4, 2020.
Ranking	The notes will be senior unsecured obligations of the Issuer and will rank equal in right of payment to all the future unsecured and unsubordinated indebtedness of the Issuer. The guarantees will be senior unsecured obligations of Grupo Aval and will rank at all times: • equal in right of payment to its other existing and future senior unsecured and unsubordinated indebtedness (other than certain liabilities preferred by statute or by operation of law); • effectively subordinated to any of its future secured indebtedness to the extent of the value of assets securing such indebtedness; and • structurally subordinated to all indebtedness and other liabilities (including trade payables) of subsidiaries of Grupo Aval. Structural subordination refers to the claims of Grupo Aval (as a shareholder of its subsidiaries) to the assets of those subsidiaries being subordinate to the claims of the creditors of those subsidiaries. Accordingly, in the event of the insolvency of one or more of its subsidiaries, Grupo Aval would not have access to the assets of these subsidiaries to pay claims on Grupo Aval (such as the Guarantee) until such time as all of the claims of the subsidiaries' creditors had been satisfied.

	At September 30, 2019 the Issuer had U.S.$1,000 million (Ps 3,477.5 billion) of indebtedness, and Grupo Aval had total unsecured unconsolidated indebtedness of U.S.$478 million (Ps 1,662.4 billion). Grupo Aval does not have any secured consolidated indebtedness, other than intercompany loans secured with equity of its subsidiaries.
Optional redemption	The notes will not be redeemable prior to maturity, except as set forth below. *At par redemption.* We may redeem the notes, in whole or in part, beginning November 4, 2029 (three months prior to the date of maturity) at a redemption price equal to 100% of the outstanding principal amount of the notes plus accrued and unpaid interest, if any, to, but not including, the redemption date. See "Description of the Notes—Optional redemption—At par redemption." *Make-whole redemption.* We may redeem the notes, in whole or in part, at any time, at a redemption price equal to the greater of 100% of the outstanding principal amount of the notes and a "make-whole" amount, in each case plus accrued and unpaid interest to the date of redemption. See "Description of the Notes—Optional redemption—Make-whole redemption." *Tax redemption.* We may redeem the notes, in whole but not in part, at any time upon the occurrence of specified events relating to Cayman Islands or Colombian tax law, at a redemption price equal to 100% of the outstanding principal amount plus accrued and unpaid interest to the date of redemption and any additional amounts. See "Description of the Notes—Optional redemption—Tax redemption."
Additional amounts.....	All payments in respect of the notes will be made without any withholding or deduction for any Colombian or Cayman Islands taxes unless such withholding or deduction is required by law. In that event, the Issuer or Grupo Aval will pay such additional amounts as will result in receipt by the holders of notes of such amounts as would have been received by them had no such withholding or deduction for Colombian or Cayman Islands taxes been required, subject to certain exceptions set forth under "Description of the Notes—Additional Amounts."
Covenants of the Issuer.....	The indenture will prohibit the Issuer from incurring indebtedness, other than the notes and other unsecured indebtedness ranking equally with the notes, and will impose certain other limitations and restrictions on the Issuer, as described under "Description of the Notes—Covenants."
Covenants	The indenture governing the notes will limit Grupo Aval's ability, among other things, to dispose of share capital of its significant subsidiaries, merge or consolidate with another entity or sell, lease or transfer substantially all of our properties or assets to another entity, subject to specified conditions or certain requirements. However, these covenants are subject to a number of significant exceptions. In addition, the indenture does not otherwise contain covenants restricting us or our subsidiaries. See "Description of the Notes—Covenants."

Events of default	The indenture will set forth the events of default applicable to the notes. See "Description of the Notes—Events of Default."
Further issues	The Issuer may from time to time, without notice or consent of the holders of the notes, create and issue an unlimited principal amount of additional notes having the same terms and conditions (except for issue date, issue price and, if applicable, the first interest payment date) as, and forming a single series with, the notes initially issued in this offering; *provided that* if the additional notes are not fungible with the notes for U.S. federal income tax purposes, the additional notes will have separate CUSIP and ISIN numbers.
Use of proceeds	We intend to use the net proceeds from this offering for general corporate purposes, which may include enhancing our strategic interests in the financial services sector, through acquisitions or other corporate transactions, strengthening the capital base of our subsidiaries by making equity investments or investing a relevant portion of the net proceeds of this offering in additional tier 1 or other hybrid capital issued by our subsidiaries in Colombia or Central America, and prepaying outstanding indebtedness, including to related parties.
Form and denomination	The notes will be issued in book-entry form, in denominations of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof, and will be represented by global notes deposited with, or on the behalf of, The Depository Trust Company, or "DTC," and registered in the name of a nominee of DTC. Beneficial interest in the global notes will be shown on, and transfers will be effected only through, records maintained by DTC for the accounts of its direct and indirect participants, including Euroclear and Clearstream. The global notes will be exchangeable or transferable for certificated notes only in limited circumstances. See "Description of the Notes—Form of the notes."
CUSIP/ISIN numbers	Rule 144A notes CUSIP: 40053F AC2 ISIN: US40053FAC23 Regulation S notes CUSIP: G42045 AC1 ISIN: USG42045AC15
Transfer restrictions	The notes have not been, and will not be, registered under the Securities Act or the laws of any other jurisdiction. The notes may not be publicly offered or sold in Colombia unless the notes are registered with the Colombian Superintendency of Finance (*Superintendencia Financiera de Colombia*) and registration with the National Registry of Securities and Issuers (*Registro Nacional de Valores y Emisores*). The notes have not been registered in the Cayman Islands and may not be offered or sold in the Cayman Islands except in compliance with the securities laws thereof. The notes will be subject to limitations on transferability and resale. See "Plan of Distribution—Transfer Restrictions."

Listing and trading.....	We will apply for the listing and quotation of the notes on the Official List of the SGX-ST. We cannot assure you, however, that this application will be accepted, or, if accepted, that the notes will remain so listed. The notes are a new issue of securities, and there is no established trading market for the notes. Accordingly, we cannot assure you that a trading market for the notes will develop or, if a market develops, that it will be maintained.
Governing law	The indenture, the notes and the guarantees will be governed by, and construed in accordance with, the law of the State of New York.
Trustee, Registrar, Transfer Agent and Paying Agent	Deutsche Bank Trust Company Americas
Singapore Listing Agent	Allen & Gledhill LLP
Risk factors.....	You should carefully consider all of the information in this offering memorandum. See "Risk Factors" in this offering memorandum and in "Item 3. Key Information—D. Risk Factors" of our 2018 Annual Report on Form 20-F incorporated by reference herein for a description of risks involved in making an investment in the notes.

Summary Financial and Operating Data

The following financial data of Grupo Aval at December 31, 2018 and 2017 and for the years ended December 31, 2018, 2017 and 2016 have been derived from our audited annual consolidated financial statements prepared in accordance with IFRS included in our 2018 Annual Report on Form 20-F incorporated by reference herein. The financial data at September 30, 2019 and for the nine-month periods ended September 30, 2019 and 2018 have been derived from our unaudited condensed consolidated interim financial statements prepared in accordance with IAS 34, incorporated by reference in this offering memorandum. We have derived our selected statement of financial position as of September 30, 2019 and our consolidated statement of income and cash flow data prepared in accordance with IFRS at and for the nine-month periods ended September 30, 2019 and 2018 from our unaudited condensed consolidated interim financial statements and related notes included in our report on Form 6-K dated January 17, 2020 incorporated by reference into this offering memorandum. Our historical results are not necessarily indicative of results to be expected for future periods.

This financial data should be read in conjunction with our unaudited condensed consolidated interim financial statements, our audited annual consolidated financial statements and the related notes, "Presentation of financial and other information" and "Item 3. Operating and financial review and prospects" included in the 2019 Interim Report on Form 6-K incorporated by reference herein.

Statement of income data

IFRS

	Grupo Aval					
	For the nine-month period ended September 30,			For the year ended December 31,		
	2019	2019	2018	2018	2017	2016
	(in U.S.$ millions, unless otherwise indicated)(2)	(in Ps billions, except share and per share data)				
Total interest income	4,168.9	14,497.1	13,665.0	18,356.6	18,741.8	17,547.0
Total interest expense	(1,756.2)	(6,106.9)	(5,550.2)	(7,484.8)	(8,227.7)	(8,392.4)
Net interest income	**2,412.7**	**8,390.1**	**8,114.8**	**10,871.8**	**10,514.1**	**9,154.6**
Impairment loss on loans and other accounts receivable	(909.7)	(3,163.4)	(2,790.2)	(4,150.0)	(4,119.3)	(3,004.2)
Impairment (loss) recovery on other financial assets	15.7	54.8	37.1	32.5	(0.1)	(70.4)
Recovery of charged-off financial assets	79.3	275.6	238.4	320.1	264.6	290.4
Net impairment loss on financial assets	**(814.7)**	**(2,833.0)**	**(2,514.7)**	**(3,797.3)**	**(3,854.9)**	**(2,784.2)**
Net income from commissions and fees	1,139.2	3,961.4	3,543.0	4,839.6	4,579.0	4,259.7
Gross profit from sales of goods and services	527.9	1,835.8	1,437.1	2,643.9	757.0	929.3
Net trading income	229.5	798.1	263.8	582.7	561.4	724.7
Other income(1)	264.3	919.1	1,035.1	1,564.5	1,361.7	1,857.1
Other expenses	(2,105.5)	(7,321.6)	(6,659.7)	(9,371.0)	(9,003.1)	(8,567.3)
Income before income tax expense	**1,653.5**	**5,749.8**	**5,219.4**	**7,334.1**	**4,915.2**	**5,573.8**
Income tax expense	(479.5)	(1,667.5)	(1,675.7)	(2,149.6)	(1,752.8)	(2,056.9)
Net income for the year	**1,173.9**	**4,082.3**	**3,543.8**	**5,184.6**	**3,162.4**	**3,516.9**
Net income for the year attributable to:						
Owners of the parent	**666.9**	**2,319.3**	**2,062.0**	**2,912.7**	**1,962.4**	**2,139.9**
Non-controlling interest	**507.0**	**1,763.1**	**1,481.8**	**2,271.9**	**1,200.0**	**1,377.1**

(1) Includes net income from other financial instruments, measured mandatorily at fair value through profit or loss (Ps 162.4 billion and Ps 177.2 billion for the nine-month periods ended September 30, 2019 and 2018, respectively and Ps 205.8 billion, Ps 209.9 billion, and Ps 181.0 billion for the years ended 2018, 2017 and 2016, respectively).

(2) Translated for convenience only using the representative market rate as computed and certified by the Superintendency of Finance at September 30, 2019 of Ps 3,477.45 per U.S.$1.00.

Statement of financial position

	Grupo Aval				
	At and for the nine-month period ended September 30,		For the year ended December 31,		
	2019	2019	2018	2017	2016 (2)
	(in U.S.$ millions, unless otherwise indicated)(1)	(in Ps billions, except share and per share data)			
Assets:					
Cash and cash equivalents	7,860.0	27,332.7	28,401.3	22,336.8	22,193.0
Trading assets	2,673.9	9,298.4	7,204.3	5,128.1	4,593.7
Investment securities	7,059.9	24,550.6	23,030.2	21,513.2	20,963.0
Hedging derivative assets	8.0	27.8	30.1	55.3	128.5
Total loans	50,160.2	174,429.7	168,685.7	160,754.3	150,898.7
Other accounts receivables, net	3,113.6	10,827.4	9,300.6	6,521.9	5,597.3
Non-current assets held for sale	28.4	98.6	186.7	101.4	259.5
Investments in associates and joint ventures	284.8	990.3	982.7	1,043.0	1,146.6
Tangible assets	2,591.1	9,010.3	6,588.5	6,654.0	6,559.5
Concession arrangement rights	2,008.8	6,985.6	5,514.5	3,114.2	2,805.3
Goodwill	2,207.5	7,676.3	7,318.6	6,901.1	6,824.9
Other intangible assets	321.6	1,118.4	1,033.9	848.7	735.0
Income tax assets	320.0	1,112.9	935.2	1,046.9	779.1
Other assets	111.7	388.3	462.9	519.8	589.4
Total assets	**78,749.5**	**273,847.3**	**259,675.2**	**236,538.5**	**224,073.7**
Liabilities:					
Trading liabilities	239.3	832.2	811.3	298.7	640.7
Hedging derivatives liabilities	33.2	115.3	195.5	13.5	43.4
Customer deposits	50,050.5	174,048.0	164,359.5	154,885.2	143,887.1
Interbank borrowings and overnight funds	1,645.4	5,721.8	6,814.1	4,970.4	6,315.7
Borrowings from banks and others	6,508.6	22,633.3	20,610.8	18,205.3	17,906.6
Bonds issued	6,170.4	21,457.1	20,140.3	19,102.2	18,568.2
Borrowings from development entities	1,056.7	3,674.8	3,646.8	2,998.1	2,725.7
Provisions	211.8	736.4	695.3	692.6	620.4
Income tax liabilities	839.1	2,918.1	2,574.4	2,027.7	1,651.9
Employee benefits	390.1	1,356.4	1,264.9	1,238.2	1,097.6
Other liabilities	2,298.0	7,991.2	9,008.0	6,235.5	5,957.2
Total liabilities	**69,443.0**	**241,484.5**	**230,120.8**	**210,667.3**	**199,414.5**
Equity					
Attributable to the owners of the parent					
Subscribed and paid-in capital	6.4	22.3	22.3	22.3	22.3
Additional paid-in capital	2,428.7	8,445.8	8,472.3	8,303.4	8,307.5
Retained earnings	2,755.8	9,583.0	8,598.3	7,174.4	6,522.1
Other comprehensive income	363.3	1,263.3	696.8	786.9	749.6
Equity attributable to owners of the parent	**5,554.2**	**19,314.3**	**17,789.7**	**16,287.0**	**15,601.6**
Non-controlling interest	**3,752.3**	**13,048.5**	**11,764.6**	**9,584.2**	**9,057.7**
Total equity	**9,306.5**	**32,362.8**	**29,554.3**	**25,871.2**	**24,659.2**
Total liabilities and equity	**78,749.5**	**273,847.3**	**259,675.2**	**236,538.5**	**224,073.7**

(1) Translated for convenience only using the representative market rate as computed and certified by the Superintendency of Finance at September 30, 2019 of Ps 3,477.45 per U.S.$1.00.

(2) Statement of financial position data of Grupo Aval at December 31, 2016 has been derived from our audited annual consolidated financial statements prepared in accordance with IFRS included in our 2017 Annual Report on Form 20-F.

Other financial and operating data

	Grupo Aval				
	At and for the nine-month period ended September 30,		At and for the year ended December 31,		
	2019	2018	2018	2017	2016
	(in percentages, unless otherwise indicated)				
Profitability ratios:					
Net interest margin(1)	5.6%	5.8%	5.7%	5.8%	5.4%
ROAA(2)	2.1%	2.0%	2.2%	1.4%	1.6%
ROAE(3)	17.0%	17.2%	17.8%	12.6%	14.3%
Efficiency ratio(4):	46.0%	46.3%	45.7%	50.1%	49.0%
Credit quality data:					
Charge-offs as a percentage of average gross loans(6)	2.2%	1.9%	1.9%	1.7%	1.6%
Operational data (in units):					
Number of customers of the banks(8)	15,728,036	15,448,688	15,654,858	14,700,386	13,883,370
Number of branches(9)	1,692	1,732	1,734	1,771	1,789
Number of ATMs(9)	5,572	5,726	5,570	5,774	5,739

	Grupo Aval			
	At and for the nine-month period ended September 30,	At and for the year ended December 31,		
	2019	2018	2017	2016
	(in percentages, unless otherwise indicated)			
Capital ratios:				
Period-end equity as a percentage of period-end total assets	11.8%	11.4%	10.9%	11.0%
Tangible equity ratio(5)	8.9%	8.4%	7.9%	7.9%
Credit quality data:				
Loans past due more than 30 days / total gross loans(6)	4.5%	4.3%	3.9%	3.0%
Loans past due more than 90 days / total gross loans(6)	3.3%	3.1%	2.8%	2.0%
Loss allowance as a percentage of past due loans more than 30 days(7)	109.8%	113.9%	90.7%	95.0%
Loss allowance as a percentage of past due loans more than 90 days(7)	153.2%	158.0%	128.2%	143.9%
Loss allowance as a percentage of gross loans(6)(7)	5.0%	4.8%	3.5%	2.8%

(1) For the nine-month periods ended September 30, 2019 and 2018, net interest margin is calculated as annualized net interest income divided by total average interest-earning assets. Average interest-earning assets for the nine-month periods ended September 30, 2019 and 2018 are calculated as the sum of interest-earning assets at each quarter-end during the applicable nine-month period and the prior year end divided by four. For the years ended December 31, 2018, 2017 and 2016, net interest margin is calculated as net interest income divided by total average interest-earning assets. Average interest-earning assets for 2018, 2017 and 2016 are calculated as the sum of interest-earning assets at each quarter-end during the applicable year and the prior year end divided by five.

(2) For the nine-month periods ended September 30, 2019 and 2018, ROAA is calculated as annualized net income divided by average assets. Average assets for the nine-month period ended September 30, 2019 and 2018 are calculated as the sum of assets at each quarter-end during the applicable nine-month period and the prior year end

divided by four. For the years ended December 31, 2018, 2017 and 2016, ROAA is calculated as net income divided by average assets. Average assets for 2018, 2017 and 2016 are calculated as the sum of assets at each quarter-end during the applicable year and the prior year end divided by five.

(3) For the nine-month periods ended September 30, 2019 and 2018, ROAE is calculated as annualized net income attributable to owners of the parent divided by average equity attributable to owners of the parent. Average equity attributable to owners of the parent for the nine-month periods ended September 30, 2019 and 2018 is calculated as the sum of equity attributable to owners of the parent at each quarter-end during the applicable nine-month period and the prior year end divided by four. For the years ended December 31, 2018, 2017 and 2016, ROAE is calculated as net income attributable to owners of the parent divided by average equity attributable to owners of the parent. Average equity attributable to owners of the parent for 2018, 2017 and 2016 is calculated as the sum of equity attributable to owners of the parent at each quarter-end during the applicable year end and the prior year end divided by five.

(4) Efficiency ratio is calculated as total other expenses divided by net interest income plus net income from commissions and fees, gross profit from sales of goods and services, net trading income, net income from other financial instruments measured mandatorily at FVTPL and total other income. Starting on 2019, and due to the implementation of IFRS 16, we changed the calculation of the efficiency ratio as calculated on our 2018 Annual Report on Form 20-F. Figures for 2018, 2017 and 2016 have been changed for comparability purposes.

(5) Tangible equity ratio is calculated as total equity minus intangible assets (calculated as goodwill plus other intangible assets excluding those related to concession arrangements rights, Ps 6,985.6 billion as of September 30, 2019, Ps 5,514.5 billion in 2018, Ps 3,114.2 billion in 2017 and Ps 2,805.3 billion in 2016) divided by total assets minus intangible assets (as defined before). See "Item 3. Key Information—A. Selected financial and operating data—Ratios and Measures of Financial Performance" of our 2018 Annual Report on Form 20-F.

(6) Gross loans exclude interbank and overnight funds (Ps 4,133.1 billion as of September 30, 2019, Ps 7,635.2 billion in 2018, Ps 7,279.1 billion in 2017 and Ps 3,569.6 billion in 2016) as these are short-term liquidity operations not subject to deterioration.

(7) Includes the impact of IFRS 9 adoption on January 1, 2018 of Ps 1,163.0 billion.

(8) Reflects aggregated customers of our banking subsidiaries. Customers of more than one of our banking subsidiaries and BAC Credomatic are counted separately for each banking subsidiary.

(9) Reflects aggregated number of full-service branches or ATMs of our banking subsidiaries and BAC Credomatic, as applicable, located throughout Colombia and Central America.

Capitalization ratios

The following table presents consolidated capitalization ratios for our Colombian banking subsidiaries and Corficolombiana which are subject to capital requirements. As discussed in our 2018 Annual Report on Form 20-F, Decree 1477 of 2018 modified the capital adequacy requirements applicable to financing entities in Colombia. As a result, our banking subsidiaries and Corficolombiana will migrate to Basel III capital requirements in 2021.

	Grupo Aval entities					
	At September 30, 2019					
	Banco de Bogotá	Banco de Occidente	Banco Popular	Banco AV Villas	Corficolombiana	Grupo Aval consolidated
	(in percentages)					
Tangible equity ratio(1)	8.7	11.1	12.0	11.0	30.1	8.9
Tier 1 ratio(2).....	9.6	10.2	8.7	10.2	36.7	—
Solvency ratio(3)	13.4	12.4	10.7	11.0	39.3	—

	Grupo Aval entities					
	At December 31, 2018					
	Banco de Bogotá	Banco de Occidente	Banco Popular	Banco AV Villas	Corficolombiana	Grupo Aval consolidated
	(in percentages)					
Tangible equity ratio(1)	8.4	11.0	11.2	11.0	29.6	8.4
Tier 1 ratio(2).....	8.9	10.2	7.7	9.9	32.9	—
Solvency ratio(3)	13.5	12.6	10.1	10.5	35.3	—

Source: Company calculations based on each entity's respective financial statements for the period indicated. Tangible equity ratio is calculated under IFRS. Tier 1 ratio and solvency ratio are calculated under Colombian IFRS applicable to Consolidated Financial Statements for solvency purposes as required by the Superintendency of Finance.

(1) Tangible equity ratio is calculated as total equity minus intangible assets (calculated as goodwill plus other intangible assets excluding those related to concession arrangements rights) divided by total assets minus intangible assets (calculated as goodwill plus other intangible assets excluding those related to concession arrangements rights). See "Item 3. Key Information—A. Selected financial and operating data— Ratios and Measures of Financial Performance" of our 2018 Annual Report on Form 20-F.

(2) Tier 1 ratio is calculated as primary capital divided by risk-weighted assets, including credit, market and operational risks.

(3) Solvency ratio is calculated as technical capital divided by risk-weighted assets, including credit, market and operational risks. For a definition of technical capital, see "Item 4. Information on the Company—B. Business Overview—Supervision and regulation—Capital adequacy requirements" of our 2018 Annual Report on Form 20-F.

All of our banking subsidiaries (Banco de Bogotá, Banco de Occidente, Banco Popular and Banco AV Villas), Porvenir and Corficolombiana, are subject to inspection and supervision as financial institutions by the Superintendency of Finance. Grupo Aval is also subject to the inspection and supervision of the Superintendency of Finance as a result of Law 1870 of 2017, also known as Law of Financial Conglomerates, which came in effect on February 6, 2019. Grupo Aval, as the holding company of its financial conglomerate is responsible for the compliance with capital adequacy requirements, corporate governance standards, risk management and internal control and criteria for identifying, managing and revealing conflicts of interest, applicable to its financial conglomerate. See "Item 4. Information on the Company—B. Business Overview—Supervision and regulation—Capital adequacy requirements" of our 2018 Annual Report on Form 20-F.

Risk Factors

An investment in the notes involves a high degree of risk. Our 2018 Annual Report on Form 20-F, which is incorporated by reference herein, describes the risks with respect to our company, our industry and operating environment. You should carefully consider these risk factors and the ones set forth below, as well as the other information presented in this offering memorandum, before buying the notes. Our business, financial condition and results of operations could be materially and adversely affected if any of these risks should occur. In that event, the market price of the notes could decline, and you could lose all or part of your investment. We may face additional risks and uncertainties that are not presently known to us, or that we currently deem immaterial, which may also impair our business.

Risks relating to the offering, the guarantees and the notes

Grupo Aval's ability to make payment in respect of the notes and the guarantees will depend on the dividend distributions that it receives from its subsidiaries and affiliates, and holders of the notes will be effectively subordinated to the claims of creditors of Grupo Aval's subsidiaries and affiliates.

Grupo Aval is the controlling shareholder of a group of companies operating throughout various industries, with no substantial assets other than the equity interests it holds in its subsidiaries and affiliates. Consequently, Grupo Aval and Grupo Aval Limited will depend on dividend distributions from Grupo Aval's subsidiaries and affiliates to be able to make payments in respect of the notes and the guarantees. Moreover, Grupo Aval's subsidiaries and affiliates are separate and distinct legal entities, and, other than Grupo Aval Limited, they will have no obligation, contingent or otherwise, to pay the amounts due under the notes or to make any funds available to pay these amounts, whether by dividend, distribution, loan or other payments. You will not have any direct claim on the cash flows or assets of Grupo Aval's subsidiaries or affiliates.

The ability of Grupo Aval's subsidiaries and affiliates to make dividends and other payments to us will depend on their cash flows and earnings, which, in turn, will be affected by the factors discussed in "Risk Factors"—Risks relating to our businesses and industry. The ability of Grupo Aval's subsidiaries and affiliates to make distributions to Grupo Aval may be restricted by, among other things, applicable laws and regulations and the terms of agreements into which they enter. There are various regulatory restrictions in Colombia and other jurisdictions that may limit our subsidiaries' and affiliates' ability to pay dividends or make other payments to us, such as the obligation to maintain minimum regulatory capital, minimum liquidity and minimum reserves. In addition, Grupo Aval's subsidiaries and affiliates may incur indebtedness or enter into other arrangements containing terms that may further restrict or prohibit the payment of dividends, the making of other distributions, or the making of loans to us. If we are unable to obtain funds from Grupo Aval's subsidiaries and affiliates as a result of such restrictions under their debt or other agreements, applicable laws or otherwise, we may not be able to pay interest or principal on the notes when due. We cannot assure you that the agreements governing the future indebtedness of Grupo Aval's subsidiaries and affiliates will permit them to provide us with sufficient dividends, distributions or loans to fund principal and interest payments on the notes.

Our right to receive any distribution of assets of our subsidiaries and affiliates upon any subsidiary's or affiliate's liquidation or reorganization or otherwise will be subject to the prior claims of creditors of that subsidiary or affiliate, as the case may be, except to the extent that any claims by us as a creditor of such subsidiary or affiliate, as the case may be, may be recognized. Accordingly, holders of our notes will have rights that will effectively be subordinated to all existing and future indebtedness of our subsidiaries and affiliates, and, in the event of any claim against us, noteholders may have recourse only against our assets, and not those of our subsidiaries or affiliates, for payments. Under Colombian corporate law, a parent company is generally not liable for the indebtedness of its subsidiaries and affiliates unless the parent company agrees to guarantee that indebtedness. The only significant assets that we currently hold are our equity interests in our subsidiaries and affiliates. Accordingly, to the extent that Grupo Aval's subsidiaries and affiliates do not have funds available or are otherwise restricted from paying dividends to us, our ability to meet our financial and other obligations will be materially and adversely affected. In the event of bankruptcy or insolvency, you may receive less, ratably, than holders of debt and other liabilities or Grupo Aval's subsidiaries or affiliates.

The indenture governing the notes will not restrict Grupo Aval's subsidiaries and affiliates, including their ability to incur debt, sell assets or agree to restrict dividend payment.

Grupo Aval Limited has no operations of its own, and holders of the notes must depend on Grupo Aval to provide funds to make payments on the notes when due.

Grupo Aval Limited, a wholly-owned Cayman Islands subsidiary of Grupo Aval, has no operations other than issuing and making payments on the notes, the 2022 notes and other senior debt obligations guaranteed by Grupo Aval, and, in the case of the notes, using the proceeds therefrom as described herein. Accordingly, the ability of Grupo Aval Limited to pay principal, interest and other amounts due in respect of the notes and other indebtedness will depend upon Grupo Aval's financial condition. Grupo Aval Limited may not have sufficient funds to repay all amounts due on or with respect to the notes.

We may invest or spend our net proceeds from this offering in ways that may not yield an acceptable return to you.

We intend to use the net proceeds of this offering for general corporate purposes, which may include enhancing our strategic interests in the financial services sector, through acquisitions or other corporate transactions, strengthening the capital base of our subsidiaries and prepaying outstanding indebtedness, including to related parties. You will have no opportunity to evaluate our decisions and may not agree with the manner in which we spend such proceeds. We may invest or spend our net proceeds from this offering in ways that may not yield an acceptable return to you.

The notes constitute a new issue of securities for which there is no existing market, and an active market for the notes may not develop.

The notes constitute a new issue of securities for which there is no existing market, and we cannot assure you that in the future a market for the notes will develop or that you will be able to sell any notes you have purchased or that any such notes may be sold for any particular price. Although we intend to apply to list the Notes on the SGX-ST, we cannot assure you that the application will be accepted or that a trading market for the notes will develop, or if a trading market does develop, that it will be maintained.

The initial purchasers have advised us that they intend to make a market in the notes, but they are not obligated to do so and may, in their sole discretion, discontinue any market making in the notes at any time. If the initial purchasers do not facilitate trading in the notes for any reason, we cannot assure you that another firm or person will do so. In addition, trading or resale of the notes may be negatively affected by other factors described in this offering memorandum. As a result, we cannot assure you as to the liquidity of any trading market for the notes and, accordingly, you may be required to bear the financial risk of your investment in the notes indefinitely. The notes may also trade at a discount from their initial issue price. If a trading market were to develop, future trading prices of the notes may be volatile and will depend on many factors, including:

- our financial condition and results of operations;
- prevailing interest rates;
- the interest of securities dealers in making a market for them;
- the market for the notes and similar securities; and
- economic, financial, geopolitical, regulatory or judicial events that affect us or the financial markets generally.

Payment of judgments against Grupo Aval in Colombia may be made in Colombian pesos, which may expose you to exchange rate risks.

Article 86 of Regulation 1 of 2018 of the Colombian Central Bank provides that, in case of legal proceedings in Colombia, the conversion of foreign currency-denominated obligations of Colombian residents, such as Grupo Aval, would be made by using the foreign exchange rate prevailing on the payment date. Accordingly, in the event that proceedings are brought and a judgment entered against Grupo Aval in Colombia, we may be required to discharge these obligations in Colombian pesos. As a result, investors may be exposed to exchange rate risks.

The notes will be subject to transfer restrictions.

The notes have not been registered under the Securities Act, any state securities laws or the laws of any other jurisdiction. As a result, the notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. These exemptions include offers and sales that occur outside the United States in compliance with Regulation S under the Securities Act in accordance with any applicable securities laws of any other jurisdiction and sales to qualified institutional buyers as defined under Rule 144A under the Securities Act. Due to these transfer restrictions, you may be required to bear the risk of your investment for an indefinite period of time. For a discussion of restrictions on resale and transfer of the notes, see "Plan of Distribution—Transfer Restrictions."

The obligations under the notes and guarantees will be subordinated to statutory preferences.

Under Colombian law, the obligations under the notes and guarantees and the indenture are subordinated to specified statutory preferences, including claims for salaries, wages, social security, taxes and court fees and expenses. In the event of our liquidation, these statutory preferences will have preference over any other claims, including claims by any holder in respect of any notes, and as a result, holders of notes may be unable to recover amounts due under the notes and guarantees, in whole or in part.

It may be difficult to enforce your rights if we enter into a bankruptcy, liquidation or similar proceeding in Colombia.

The notes will be unconditionally guaranteed by Grupo Aval. The guarantee provides a basis for a direct claim against Grupo Aval; however, it is possible that the guarantee may not be enforceable under Colombian law.

In Colombia, laws do not prohibit companies from issuing guarantees securing obligations of third parties, and, as a result, do not prevent the guarantee of the notes from being valid, binding and enforceable against Grupo Aval.

The insolvency laws of Colombia, particularly as they relate to the priority of creditors (secured or unsecured), the ability to obtain post-petition interest and the duration of insolvency proceedings, may be less favorable to your interests than the bankruptcy laws of the United States. Your ability to recover payments due on the notes and the guarantees may be more limited than would be the case under U.S. bankruptcy laws. The following is a brief description of certain aspects of insolvency laws in Colombia.

Your ability to enforce your rights under the notes and guarantees may be limited if we become subject to the reorganization and insolvency proceedings set forth in Law 1116 of 2006, as amended from time to time, which establishes the events under which a company may request its admission to reorganization and insolvency proceedings in order to reach a reorganization or insolvency agreement with its creditors (*acuerdo de reorganización empresarial o acuerdo de reestructuración*) as to the terms and conditions under which the company will pay its outstanding debt of its debt structure. In addition, pursuant to Law 1116 of 2006, if a debtor breaches a reorganization or insolvency agreement, or if continuation of a debtor's business is not economically feasible, the company would be liquidated.

Global economic developments may adversely affect the market value of the notes.

Emerging markets, such as Colombia and those in Central America, are subject to greater risks than more developed markets, and financial turmoil in any emerging market could disrupt business in Colombia and Central America and adversely affect the price of the notes. Moreover, financial turmoil in any emerging market country may adversely affect prices in stock markets and prices for debt securities of issuers in other emerging market countries as investors move their money to more stable, developed markets. An increase in the perceived risks associated with investing in emerging markets could dampen capital flows to Colombia and Central America and adversely affect their economies in general and result in higher effective interest rates in Colombia and Central America, which could, in turn, adversely affect the interest of investors in the notes in particular. We cannot assure you that the value of the notes will not be negatively affected by events in other emerging markets or the global economy in general.

Trading prices for the notes may be highly volatile.

The prices at which the notes may trade will depend on many factors, including, among others, prevailing interest rates, general economic conditions, our performance and financial results and markets for similar securities. Historically, the markets for debt such as the notes have been subject to disruptions that have caused substantial volatility in their prices. The market, if any, for the notes may be subject to similar disruptions, which may have an adverse effect on the holders of the notes.

The indenture governing the notes and guarantees will not include any covenants limiting or restricting our ability to incur future indebtedness or complete other transactions.

The indenture governing the notes does not contain any financial or operating covenants or restrictions on the payment of dividends, the incurrence of indebtedness, change of control, transactions with affiliates, incurrence of liens or the issuance or repurchase of securities by us or any of our subsidiaries. We therefore may incur additional indebtedness and engage in other transactions that may not be in the interests of the noteholders.

The ratings of the notes may be lowered or withdrawn depending on various factors, including the rating agency's assessments of our financial strength and Colombian sovereign risk.

One or more independent credit rating agencies may assign credit ratings to the notes. The ratings address the timely payment of interest on each payment date. The ratings of the notes are not a recommendation to purchase, hold or sell the notes, and the ratings do not comment on market price or suitability for a particular investor. Ratings are limited in scope, and do not address all material risks relating to an investment in the notes, but rather reflect only the views of the rating agencies at the time the ratings are issued. The ratings of the notes are subject to change and may be lowered or withdrawn. We cannot assure you that ratings will remain in effect for any given period of time or that ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in the judgment of rating agencies, circumstances so warrant. A downgrade in or withdrawal of the ratings of the notes will not be an event of default under the indenture governing the notes. The assigned ratings may be raised or lowered depending, among other things, on the rating agency's assessment of our financial strength, as well as its assessment of Colombian sovereign risk in general. Any lowering, suspension or withdrawal of ratings may have an adverse effect on the market price and marketability of the notes.

We cannot assure you that a judgment of a court for liabilities under the securities laws of a jurisdiction outside Colombia would be enforceable in Colombia, or that an original action can be brought in Colombia against us for liabilities under applicable securities laws.

Grupo Aval Limited, our wholly-owned subsidiary, is incorporated under the laws of the Cayman Islands. We are incorporated under the laws of Colombia, and substantially all of our assets are located in Colombia and Central America. Substantially all of our directors, executive officers and certain advisors named herein are residents of Colombia. As a result, it may not be possible for investors to effect service of process within the United States upon Grupo Aval Limited or us or our respective directors, executive officers and advisors or to enforce against Grupo Aval Limited or us in U.S. courts any judgments predicated upon the civil liability provisions of the applicable U.S. federal securities laws or otherwise. See "Item 4. Information on the Company—B. Business overview—Service of process and enforcement of judgments" in our 2018 Annual Report on Form 20-F incorporated by reference herein.

Risks relating to Colombia and other countries in which we operate

Additional taxes resulting from changes to tax regulations or the interpretation thereof in Colombia, Panama, Costa Rica, Nicaragua, Honduras, El Salvador, Guatemala or other countries where we operate, could adversely affect our consolidated results.

Uncertainty relating to tax legislation poses a constant risk to us. Changes in legislation, regulation and jurisprudence can affect tax burdens by increasing tax rates and fees, creating new taxes, limiting deductions and exemptions, and eliminating incentives and non-taxed income. Countries in which we operate may experience fiscal deficits that may result in future tax increases. In Colombia, the new tax reform of 2019 (Law 2010 of December 27, 2019), which essentially replicates the 2018 tax reform, included an income tax surcharge for financial institutions of 4% in 2020. We can give no assurance that additional differential treatment will not be imposed in the future. Moving forward, higher taxes could negatively affect our results of operations and cash flow. In addition, national or local taxing authorities may not interpret tax regulations in the same way that we do. Differing interpretations could result in future tax litigation and associated costs.

Use of Proceeds

We expect to receive total estimated gross proceeds of this offering of approximately U.S.$994.3 million, before deducting the fees, commissions and offering expenses payable by us.

We intend to use the net proceeds from this offering for general corporate purposes, which may include enhancing our strategic interests in the financial services sector, through acquisitions or other corporate transactions, strengthening the capital base of our subsidiaries by making equity investments or investing a relevant portion of the net proceeds of this offering in additional tier 1 or other hybrid capital issued by our subsidiaries in Colombia or Central America, and prepaying outstanding indebtedness, including to related parties.

Capitalization

The following table presents our consolidated capitalization at September 30, 2019:

- on an actual basis derived from our unaudited condensed consolidated interim financial statements prepared in accordance with IFRS;
- as adjusted to give effect to this offering.

This financial data should be read in conjunction with our unaudited condensed consolidated interim financial statements, our audited annual consolidated financial statements and the related notes, "Presentation of financial and other information" and "Item 3. Operating and financial review and prospects" included in the 2019 Interim Report on Form 6-K incorporated by reference herein.

	At September 30, 2019			
	Actual	**As adjusted**	**Actual**	**As adjusted**
	(in U.S.$ millions)(1)		**(in Ps billions)**	
Long-term debt				
Long-term debt (bonds), including current portion				
Ordinary unsecured bonds	3,227.3	3,227.3	11,222.6	11,222.6
Subordinated bonds	1,943.1	1,943.1	6,757.0	6,757.0
4.75% Senior Notes due 2022	1,000.0	1,000.0	3,477.5	3,477.5
Notes offered hereby	0.0	1,000.0	0.0	3,477.5
Total	**6,170.4**	**7,170.4**	**21,457.1**	**24,934.6**
Borrowings from banks and others	**6,508.6**	**6,508.6**	**22,633.3**	**22,633.3**
Equity attributable to owners of the parent	5,554.2	5,554.2	19,314.3	19,314.3
Non-controlling interest	3,752.3	3,752.3	13,048.5	13,048.5
Total equity	**9,306.5**	**9,306.5**	**32,362.8**	**32,362.8**
Total capitalization (total long-term debt plus shareholders' equity)	**21,985.4**	**22,985.4**	**76,453.2**	**79,930.7**

(1) Translated for convenience only using the representative market rate as computed and certified by the Superintendency of Finance for pesos into U.S. dollars of Ps 3,477.45 to U.S.$1.00 at September 30, 2019.

Material changes to our consolidated capitalization since September 30, 2019 consist of the following additional indebtedness:

- On October 8, 2019, Promigas issued US$ 400.0 million in senior notes under Rule 144A and Regulation S of the United States Federal Securities Act of 1933, together with its Peruvian subsidiary Gases del Pacífico S.A.C., which acted as co-issuer;
- On November 14, 2019, Grupo Aval issued Ps 400.0 billion (U.S. 115.0 million) in senior notes in Colombia. The issuance includes two tranches (i) Ps 300.0 billion (U.S.$86.3 million) due in 2039 with a 3.69% spread over Consumer Price Index (CPI) and (ii) Ps 100.0 billion (U.S.$28.8 million) due in 2024 with a fixed rate of 6.42%; and
- On December 3, 2019 Ps 279.6 billion of Grupo Aval's 2009 senior notes issuance in Colombia was due and paid off.

Description of the Notes

Grupo Aval Limited (the "Issuer") will issue the notes described in this offering memorandum under an indenture (the "Indenture") to be executed among the Issuer, Grupo Aval, as guarantor, and Deutsche Bank Trust Company Americas, as trustee, registrar, paying agent and transfer agent (the "Trustee"). A copy of the Indenture will be available for inspection during normal business hours at the corporate trust office of the Trustee in New York City and any other paying agents. You should refer to the Indenture for a complete description of the terms and conditions of the notes and the Indenture, including the obligations of the Issuer and Grupo Aval and your rights.

The following is a summary of the material terms and provisions of the notes, the guarantees and the Indenture. The following summary does not purport to be a complete description of the notes, the guarantees and the Indenture and is subject to the detailed provisions of, and qualified in its entirety by reference to, the Indenture. Definitions of certain terms used in this description are set forth under "—Definitions." As used in this "Description of the Notes" section, the "Issuer" means Grupo Aval Limited, and "Grupo Aval" means Grupo Aval Acciones y Valores S.A. (parent company only), and not any of their respective subsidiaries.

The notes are not treated under the banking laws and regulations of the Cayman Islands and Colombia as bank deposits, and the holders are not required to open accounts with the Issuer or Grupo Aval. Holders will not have recourse to deposit insurance or any other protections afforded to depositors in financial institutions under the laws of Cayman Islands, Colombia or any other jurisdiction.

General

The notes:

- will be direct, senior and unsecured obligations of the Issuer;
- will be unconditionally guaranteed on a senior unsecured basis by Grupo Aval;
- will initially be limited to an aggregate principal amount of U.S.$1,000,000,000;
- will mature on February 4, 2030;
- will not be subject to redemption prior to maturity, except as described under "—Optional redemption";
- will be issued in minimum denominations of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof; and
- will be represented by registered notes in global form and may be exchanged for notes in certificated form only in limited circumstances.

Interest on the notes:

- will accrue on their outstanding principal amount at the rate of 4.375% per year;
- will accrue from the date of issuance or from the most recent interest payment date;
- will be payable in cash semi-annually in arrears on February 4 and August 4 of each year, commencing on August 4, 2020;
- will be payable to the holders of record on January 20 and July 20 immediately preceding the related interest payment dates (whether or not such record date is a business day); and
- will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Issuer may from time to time, without notice or consent of the holders of the notes, create and issue an unlimited principal amount of additional notes having the same terms and conditions (except for issue date, issue price and, if applicable, the first interest payment date) as, and forming a single series with, the notes initially issued in this offering; *provided* that if the additional notes are not fungible with the notes for U.S. federal income tax

purposes, the additional notes will have separate CUSIP and ISIN numbers. The notes and the Indenture will not contain a covenant limiting the amount of additional indebtedness that we or our subsidiaries may incur.

Ranking of the notes

The notes will constitute direct, senior and unsecured obligations of the Issuer. The obligations of the Issuer under the notes will rank at all times equal in right of payment to all the future unsecured and unsubordinated obligations of the Issuer (other than obligations preferred by statute or operation of law).

Guarantees

Grupo Aval will irrevocably and unconditionally guarantee, on a senior and unsecured basis, the Issuer's payment obligations under the notes and the Indenture. The obligations of Grupo Aval under the guarantees will rank at all times:

- equal in right of payment to other existing and future senior unsecured and unsubordinated indebtedness of Grupo Aval (other than certain obligations granted preferential treatment under Colombian laws, such as tax claims);

- effectively subordinated to any future secured indebtedness of Grupo Aval to the extent of such security; and

- structurally subordinated to all indebtedness and other liabilities (including trade payables) of subsidiaries of Grupo Aval. Structural subordination refers to the claims of Grupo Aval (as a shareholder of its subsidiaries) to the assets of those subsidiaries being subordinate to the claims of the creditors of those subsidiaries. Accordingly, in the event of the insolvency of one or more of its subsidiaries, Grupo Aval would not have access to the assets of these subsidiaries to pay claims on Grupo Aval (such as the Guarantee) until such time as all of the claims of the subsidiaries' creditors had been satisfied.

At September 30, 2019, the Issuer had direct, senior and pari passu indebtedness to the notes offered hereby of U.S.$1,000 million (Ps 3,477.5 billion), and Grupo Aval had total unconsolidated indebtedness of Ps 1,662.4 billion (U.S.$478.0 million). Grupo Aval does not have any secured unconsolidated indebtedness, other than intercompany loans secured with equity of its subsidiaries; however, Grupo Aval guarantees U.S.$1,000 million (Ps 3,477.5 billion) of the Issuer's existing indebtedness. See "Risk Factors—Risks relating to the offering, the guarantees and the notes—Grupo Aval's ability to make payment in respect of the notes and the guarantees will depend on the dividend distributions that it receives from its subsidiaries and affiliates, and holders of the notes will be effectively subordinated to the claims of creditors of Grupo Aval's subsidiaries and affiliates."

Optional redemption

The notes will not be redeemable prior to maturity, except as described below.

At par redemption

The notes will be redeemable, at the option of the Issuer or Grupo Aval, in whole or, in part, beginning November 4, 2029 (three months prior to the date of maturity) at 100% of the outstanding principal amount of the notes to be redeemed plus accrued and unpaid interest, if any, to, but not including, the redemption date.

Make-whole redemption

The notes will be redeemable, at the option of the Issuer or Grupo Aval, in whole or, subject to the next sentence, in part, at any time at a redemption price equal to the greater of (1) 100% of the outstanding principal amount of the notes to be redeemed and (2) the sum of the present values of the remaining scheduled payments of principal of and premium, if any, and interest on the notes to be redeemed discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus 45 basis points, in each case plus accrued and unpaid interest to the redemption date and any Additional Amounts (as defined below).

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the notes 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 comparable maturity to the remaining term of the notes.

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

"Independent Investment Banker" means one of the Reference Treasury Dealers reasonably designated by the Issuer.

"Reference Treasury Dealer" means Citigroup Global Markets Inc., HSBC Securities (USA) Inc., and J.P. Morgan Securities LLC, or their respective affiliates which are primary United States government securities dealers in New York City (each, a "Primary Treasury Dealer") and not less than three other leading Primary Treasury Dealers in New York City reasonably designated by the Issuer; *provided* that, if any of the former cease to be a Primary Treasury Dealer, the Issuer will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and a redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at or about 3:30 p.m. (New York City time), on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to a 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 the redemption date.

Tax redemption

The notes will be redeemable, at the option of the Issuer or Grupo Aval, in whole but not in part, at 100% of the outstanding principal amount of the notes, plus accrued and unpaid interest to the redemption date and any Additional Amounts (as defined under "—Additional Amounts") payable with respect thereto, only if:

(1) the Issuer or Grupo Aval would be obligated to pay any Additional Amounts as a result of any change in, or amendment to, the laws or regulations of any Taxing Jurisdiction (as defined under "—Additional Amounts"), or any change in, or a pronouncement by competent authorities of any Taxing Jurisdiction with respect to, the application or interpretation of such laws or regulations by competent authorities, which change, amendment or pronouncement occurs after the date of the Indenture (or, in the case of any Taxes (as defined under "—Additional Amounts") imposed by the jurisdiction of a paying agent, after the date of appointment of such paying agent) or, in the case that the Issuer or Grupo Aval, as applicable, merges with or into, or conveys, transfers or leases all or substantially all of its assets to, another Person and any Taxes are imposed or levied by or on behalf of the Taxing Jurisdiction (other than the original Taxing Jurisdiction of the Issuer or Grupo Aval, as applicable) in which such successor entity is incorporated, after the date of such merger, conveyance, transfer or lease; and

(2) the Issuer or Grupo Aval, in its reasonable judgment, determines that such obligation cannot be avoided by the Issuer or Grupo Aval taking reasonable measures available to it; provided that, for this purpose, reasonable measures will not include any change in the Issuer's or Grupo Aval's jurisdiction of organization or locations of principal executive office, or the incurrence of material out-of-pocket expenses by the Issuer or Grupo Aval. (For the avoidance of doubt, reasonable measures will include a change in the jurisdiction of a paying agent; provided, however, that such change will not require the Issuer or Grupo Aval to incur material additional costs or legal or regulatory burdens.)

No notice of redemption will be given earlier than 60 days prior to the earliest date on which the Issuer or Grupo Aval would be obligated to pay such Additional Amounts if a payment in respect of the notes were then due.

Prior to the publication or mailing of any notice of redemption of the notes, the Issuer or Grupo Aval must deliver to the Trustee an Officers' Certificate confirming that it is entitled to exercise such right of redemption. The Issuer or Grupo Aval will also deliver an opinion of legal counsel of recognized standing stating that it would be obligated to pay such Additional Amounts due to the changes in tax laws or regulations or changes in, or pronouncements with respect to, the application or interpretation of such laws or regulations by competent authorities. The Trustee will accept this certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set forth in clauses (1) and (2) above, in which event it will be conclusive and binding on the holders.

Redemption procedures

The Issuer or Grupo Aval will mail, or cause to be mailed, a notice of redemption to each holder (which, in the case of global notes, will be DTC) by first-class mail, postage prepaid, at least 10 days and not more than 60 days prior to the redemption date, to the address of each holder as it appears on the register maintained by the registrar. A notice of redemption will be irrevocable.

In addition, so long as the notes are listed on the SGX-ST and the rules of the exchange so require, a notice of redemption will also be published in a leading newspaper having general circulation in Singapore.

Unless the Issuer or Grupo Aval defaults in the payment of the redemption price, interest will cease to accrue on the notes on and after the redemption date.

Open market purchases

The Issuer, Grupo Aval or their affiliates may at any time purchase notes in the open market or otherwise at any price. Any such purchased notes may not be reissued or resold except in accordance with applicable securities and other laws.

Payments

The Issuer and Grupo Aval will make all payments on the notes and the guarantees exclusively in U.S. dollars or such other currency of the United States as at the time of payment will be legal tender for the payment of public and private debts.

The Issuer will make payments of principal of and premium, if any, and interest on the notes to the paying agents. The Trustee will initially act as a paying agent with respect to the notes. So long as the notes are listed on the SGX-ST, in the event that a Global Note is exchanged for a certificated note, the Issuer will appoint and maintain a paying agent in Singapore, where the certificated notes may be presented or surrendered for payment or redemption.

The Issuer will pay interest on the outstanding principal amount of the notes to the Persons in whose name the notes are registered on the relevant record date (which, in the case of global notes, will be DTC) and will pay principal of and premium, if any, on the notes to the Persons in whose name the notes are registered at the close of business on the fifteenth day before the due date for payment (which, in the case of global notes, will be DTC). Payments of principal, premium, if any, and interest in respect of each note will be made by the paying agents by wire transfer to a U.S. dollar account maintained by the payee with a bank in New York City. The Issuer will make payments of principal and premium, if any, upon surrender of the relevant notes at the specified office of the Trustee or any of the paying agents.

Under the terms of the Indenture, payment by the Issuer of any amount payable under the notes to the paying agents in accordance with the Indenture will satisfy the obligation of the Issuer to make such payment; *provided* that the liability of any paying agent will not exceed any amounts paid to it by the Issuer, or held by it, on behalf of the holders under the Indenture. The Issuer has agreed in the Indenture to indemnify the holders in the event that there is subsequent failure by the Trustee or any paying agent to pay in full any amount due in respect of the notes in accordance with the Indenture as will result in the receipt by the holders of such amounts as would have been received by them had no such failure occurred.

All payments will be subject in all cases to any applicable tax or other laws and regulations, but without prejudice to the provisions of "—Additional Amounts." No fees or expenses will be charged to the holders in respect of such payments.

Form, denomination and title

The notes will be issued in fully registered form without coupons attached in minimum denominations of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof.

Notes sold in reliance on Regulation S will be represented by a permanent global note in fully registered form without coupons deposited with a custodian for and registered in the name of a nominee of DTC. Notes sold in reliance on Rule 144A will be represented by a permanent global note in fully registered form without coupons deposited with a custodian for and registered in the name of a nominee of DTC. Beneficial interests in the global notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its direct and indirect participants, including Euroclear and Clearstream. Except in certain limited circumstances, definitive registered notes will not be issued in exchange for beneficial interests in the global notes. See "—Form of the notes—Global notes."

Title to the notes will pass by registration in the register. The holder of any note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, writing on, or theft or loss of, the definitive note issued in respect of it) and no Person will be liable for so treating the holder.

Transfer of notes

Notes may be transferred in whole or in part in an authorized denomination upon the surrender of the note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the registrar or any transfer agent. Transfer of beneficial interests in the global notes will be effected only through records maintained by DTC and its participants. See "—Form of the notes." Notes will be subject to certain restrictions on transfer as more fully set out in the Indenture and as described under "Plan of Distribution—Transfer Restrictions."

The Trustee will initially act as the registrar and as a transfer agent with respect to the notes. So long as the notes are listed on the SGX-ST and the rules of such exchange so require, in the event that a Global Note is exchanged for a certificated note, the Issuer will appoint and maintain a paying agent in Singapore, where the certificated notes may be presented or surrendered for payment or redemption.

Transfers will be effected without charge by or on behalf of the Issuer, the registrar or the transfer agents, but upon payment, or the giving of such indemnity and/or security as the registrar or the relevant transfer agent may require, in respect of any tax or other governmental charges which may be imposed in relation to it.

No holder may require the transfer or exchange of any note selected for redemption. No holder may require the transfer of a note to be registered during the period of 15 days ending on the due date for any payment of principal of or premium, if any, or interest on that note.

Additional Amounts

All payments by the Issuer or Grupo Aval in respect of the notes or the guarantees will be made free and clear of and without any withholding or deduction for or on account of any present or future Taxes (as defined below), unless the withholding or deduction of such Taxes is required by law or the official interpretation thereof, or by the administration thereof. If the Issuer or Grupo Aval is required by any law of any Taxing Jurisdiction (as defined below) to withhold or deduct any Taxes from or in respect of any sum payable under the notes or the guarantees, the Issuer or Grupo Aval, as the case may be, will (a) pay such additional amounts ("Additional Amounts") as may be necessary in order that the net amounts receivable by holders of any notes after such withholding or deduction equals the respective amounts which would have been receivable by such holders in the absence of such withholding or deduction, (b) make such withholding or deduction, and (c) pay the full amount withheld or deducted to the relevant tax or other authority in accordance with applicable law, except that no such Additional Amounts will be payable in respect of any note:

(i) to the extent that such Taxes are imposed or levied by reason of such holder (or the beneficial owner) having some connection with the Taxing Jurisdiction other than the mere holding (or beneficial ownership) of such note or receiving principal or interest payments on the note (including but not limited to citizenship, nationality, residence, domicile, or existence of a business, permanent establishment, a dependent agent, a place of business or a place of management present or deemed present in the Taxing Jurisdiction);

(ii) to the extent that any Tax is imposed other than by deduction or withholding from payments of principal of or premium, if any, or interest on the notes;

(iii) in the event that the holder (or beneficial owner) fails to comply with any certification, identification or other reporting requirement concerning nationality, residence, identity or connection with the Taxing Jurisdiction if (1) compliance is required by applicable law, regulation, administrative practice or treaty as a precondition to exemption from all or part of the Taxes, and (2) the Issuer or Grupo Aval, as the case may be, has given the holders (or beneficial owners) at least 30 days prior notice that they will be required to comply with such requirement;

(iv) in the event that the holder fails to surrender (where surrender is required) the note for payment within 30 days after the Issuer or Grupo Aval, as the case may be, has made available a payment of principal or interest, *provided* that the Issuer or Grupo Aval, as the case may be, will pay Additional Amounts to which a holder would have been entitled had the note been surrendered on the last day of such 30-day period;

(v) to the extent that such Taxes are imposed by reason of an estate, inheritance, gift, personal property, value added, use or sales tax or any similar taxes, assessments or other governmental charges;

(vi) where such withholding or deduction of Taxes is imposed under Section 1471(b) of the Internal Revenue Code of 1986, as amended (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto; or

(vii) any combination of items (i) through (vi) above.

In addition, no Additional Amounts will be paid to a holder that is a fiduciary or a partnership or not the sole beneficial owner of such payment to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or such beneficial owner would not have been entitled to receive the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder.

"Taxes" means all taxes, withholdings, duties, assessments or governmental charges of whatever nature (including any penalties, interest and other liabilities relating thereto) imposed or levied by or on behalf of the Cayman Islands, Colombia or the jurisdiction of incorporation or organization of the Issuer, Grupo Aval or any successor to either thereof, or the jurisdictions of any paying agents or, in each case, any political subdivision thereof or any authority or agency therein or thereof having power to tax (each, a "Taxing Jurisdiction").

The Issuer or Grupo Aval, as the case may be, will provide the Trustee with the official acknowledgment of the relevant taxing authority (or, if such acknowledgment is not available, other reasonable documentation) evidencing any payment of any Taxes in respect of which the Issuer or Grupo Aval, as the case may be, has paid any Additional Amounts. Copies of such documentation will be made available to the holders of the notes or the paying agents, as applicable, upon request therefor.

The Issuer or Grupo Aval, as the case may be, will also pay any present or future stamp, issue, registration, court or documentary taxes or any excise or property taxes, charges or similar levies (including any penalties, interest and other liabilities relating thereto) which arise in any jurisdiction from the execution, delivery, registration or the making of payments in respect of the notes and the related guarantees, excluding any such taxes, charges or similar levies imposed by any jurisdiction that is not a Taxing Jurisdiction other than those resulting from, or required to be paid in connection with, the enforcement of the notes and the related guarantees following the occurrence of any Default or Event of Default.

All references in this offering memorandum to principal of and premium, if any, and interest on the notes will include any Additional Amounts payable by the Issuer or Grupo Aval, as the case may be, in respect of such principal, premium, if any, and interest.

Covenants

The Indenture contains the following covenants:

Limitation on disposition of Share Capital of Significant Subsidiaries

Grupo Aval and its Subsidiaries will not sell, issue or cause to be issued, or otherwise transfer or dispose of Share Capital, or securities convertible into or, options warrants, or rights to acquire Share Capital, of any Significant Subsidiary or of any Subsidiary that owns Share Capital, or securities convertible into or, options warrants, or rights to acquire Share Capital, of any Significant Subsidiary, with any of the following exceptions:

(1) any issuance, sale or other transfer or disposition for fair market value (as determined in good faith by the board of directors of Grupo Aval) of the Share Capital of any subsidiary, provided that Grupo Aval does not, as a result of such transaction and after the conversion of any shares or securities convertible into Share Capital, cease to own directly or indirectly at least 50.1% of the total voting power of shares of Share Capital of each of Banco de Bogotá and Banco de Occidente;

(2) sales or other transfers or dispositions made in compliance with an order of a court or regulatory authority of competent jurisdiction;

(3) any issuance or sale by a Significant Subsidiary of additional shares of its Share Capital, securities convertible into shares of its Share Capital, or options, warrants, or rights to subscribe for or purchase shares of its Share Capital, to its shareholders at any price, so long as immediately after the sale, Grupo Aval owns, directly or indirectly, at least 50.1% of the total voting power of shares of Share Capital of Banco de Bogota S.A. and Banco de Occidente S.A.; and

(4) any issuance or sale of shares of Share Capital, or securities convertible into or options, warrants, or rights to subscribe for or purchase shares of Share Capital, of a Significant Subsidiary or any Subsidiary which owns shares of Share Capital, or securities convertible into or options, warrants, or rights to acquire Share Capital, of any Significant Subsidiary, to Grupo Aval or a Wholly-Owned Subsidiary.

For the avoidance of doubt, the grant of a security interest in, or other incurrence of a Lien on, Share Capital will not be considered a sale, transfer or other disposition of Share Capital; however, any transfer of Share Capital of a Significant Subsidiary pursuant to or in connection with the enforcement of such security interest or Lien on such Share Capital, including to the Person secured by such security interest or Lien, will constitute a transfer of such Share Capital.

Mergers, consolidations and transfers of assets

Grupo Aval will not consolidate with or merge into, or sell, lease, convey or transfer, in one transaction or a series of transactions, all or substantially all of Grupo Aval's properties and assets to any Person, unless:

(1) the surviving entity, if other than Grupo Aval, is organized and existing under the laws of an Eligible Jurisdiction and assumes under a supplemental indenture all of the Obligations under the notes, the guarantees and the Indenture;

(2) immediately prior to such transaction and immediately after giving effect to such transaction, no Default or Event of Default will have occurred and be continuing; and

(3) Grupo Aval or the surviving entity will have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in form and substance satisfactory to the Trustee, stating that such consolidation, merger, sale, assignment, conveyance, transfer, lease or other disposition, and if a supplemental indenture is required in connection with such transaction, such supplemental

indenture, comply with the requirements of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied and that the Indenture and the notes constitute legal, valid and binding obligations of the continuing person, enforceable in accordance with their terms.

The Trustee will be entitled to rely exclusively on, and will accept, such Officers' Certificate and Opinion of Counsel as sufficient evidence of the satisfaction of the conditions precedent set forth in this covenant, in which event it will be conclusive and binding on the holders.

Maintenance of office or agent for service of process

The Issuer and Grupo Aval will maintain an office or agent for service of process in the Borough of Manhattan, The City of New York, where notices to and demands upon the Issuer and Grupo Aval in respect of the notes, the guarantees and the Indenture may be served. Initially, this agent will be Banco de Bogotá S.A. New York Agency, and the Issuer and Grupo Aval will agree not to change the designation of such agent without prior notice to the Trustee and designation of a replacement agent in the Borough of Manhattan, The City of New York.

Provision of financial statements and reports

At all times when Grupo Aval is required to file any financial statements or reports with the SEC, Grupo Aval will use its best efforts to file all required statements or reports in a timely manner in accordance with the rules and regulations of the SEC. In addition, at any time when Grupo Aval is not subject to or is not current in its reporting obligations under Section 13 or Section 15(d) of the Exchange Act, Grupo Aval will make available, upon request, to the Trustee, any holder or any prospective purchaser of the notes, who so requests in writing, (1) in English (or accompanied by an English translation thereof) as soon as available and in any case within 45 days after the end of each first, second and third fiscal quarters, its unaudited unconsolidated balance sheet and statement of income, in each case, prepared in accordance with IFRS, and (2) in English (or accompanied by an English translation thereof) as soon as available and in any case within 120 days after the end of each fiscal year, its audited consolidated and unconsolidated balance sheet, statement of income, statement of changes in stockholders' equity and statement of cash flow, at and for the twelve-month periods then ended, prepared in accordance with IFRS and accompanied by a report thereon by an independent public accountant of recognized international standing, together with an English translation of the management report (*informe de gestión*) sent to its shareholders.

For as long as the notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, Grupo Aval will furnish to any holder of notes issued under Rule 144A, or to any prospective purchaser designated by such holder of notes, upon request of such holder of notes, financial and other information described in paragraph (d)(4) of Rule 144A with respect to Grupo Aval to the extent required in order to permit such holder of notes to comply with Rule 144A with respect to any resale of its note, unless during that time Grupo Aval is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or is exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act and no such information about Grupo Aval is otherwise required pursuant to Rule 144A.

Delivery of such reports, information and documents to the Trustee will be for informational purposes only, and the Trustee's receipt of such reports, information and documents will not constitute constructive notice of any information contained therein or determinable from information contained therein, including Grupo Aval's compliance with any of the covenants contained in the Indenture (as to which the Trustee will be entitled to conclusively rely upon an Officers' Certificate).

Additional limitations relating to the Issuer

The Indenture will contain the following additional covenants applicable to the Issuer:

- the Issuer will not engage in any business, or conduct any operations, other than to finance the operations of Grupo Aval and its direct and indirect Subsidiaries and activities that, in the good faith judgment of the Issuer's board of directors, are reasonably ancillary thereto (including, without limitation, on-lending of funds, including intercompany loans, making equity investments in such Subsidiaries, repurchases of Indebtedness permitted to be issued by the Indenture and entering into transactions involving Hedging Obligations relating to such Indebtedness);

- the Issuer will not incur any Indebtedness other than (1) the notes and (2) any other senior unsecured indebtedness guaranteed by Grupo Aval that (i) ranks equally with the notes or (ii) is subordinated to the notes;

- the Issuer will not make any investments, other than Permitted Investments; and

- the Issuer will not incur any Liens on any of its assets, except for any Liens imposed by operation of law.

Grupo Aval, as the sole shareholder of the Issuer, and the Issuer will also agree in the Indenture that, for so long as any of the notes is outstanding, neither Grupo Aval nor the Issuer will take any corporate action with respect to:

- the consolidation or merger of the Issuer with or into any other Person, except that the Issuer may merge with (x) a Wholly-Owned Subsidiary of Grupo Aval that is in compliance with the preceding paragraph or (y) Grupo Aval. (For the avoidance of doubt, in the event that the Issuer consolidates or merges with Grupo Aval, Grupo Aval will not be required to comply with the covenants in the preceding paragraph);

- the voluntary liquidation, wind-up or dissolution of the Issuer while the Issuer is the issuer of the notes, unless Grupo Aval fully and unconditionally assumes all of the obligations of the Issuer, including the notes;

- the transfer or disposition by Grupo Aval of the Issuer to any Person other than a Wholly-Owned Subsidiary of Grupo Aval, except as permitted under "—Covenants—Mergers, consolidations and transfers of assets"; or

- a change in the jurisdiction of organization of the Issuer, except in an Eligible Jurisdiction and provided that the Issuer continues to be a Wholly-Owned Subsidiary of Grupo Aval.

Further actions

The Issuer and Grupo Aval will, at its own cost and expense, satisfy any condition or take any action (including the obtaining or effecting of any necessary consent, approval, authorization, exemption, filing, license, order, recording or registration) at any time required, as may be necessary or as the Trustee may reasonably request, in accordance with applicable laws and/or regulations, to be taken, fulfilled or done in order to (i) enable the Issuer or Grupo Aval to lawfully enter into, exercise its rights and perform and comply with its obligations under the Indenture, the notes and the guarantees, as the case may be; (ii) ensure that its obligations under the Indenture, the notes and the guarantees are legally binding and enforceable; (iii) make the Indenture, the notes and the guarantees admissible in evidence in the courts of the State of New York, Colombia and the Cayman Islands; (iv) preserve the enforceability of, and maintain the Trustee's rights under, the Indenture; and (v) respond to any reasonable requests received from the Trustee to facilitate the Trustee's exercise of its rights and performance of its obligations under the Indenture, the notes and the guarantees, including exercising and enforcing its rights under and carrying out the terms, provisions and purposes of the Indenture, the notes and the guarantees.

Events of Default

Each of the following is an "Event of Default" with respect to the notes:

(1) failure by the Issuer or Grupo Aval to pay interest on any of the notes or guarantees when it becomes due and payable and the continuance of any such failure for thirty (30) days;

(2) failure by the Issuer or Grupo Aval to pay the principal on any of the notes or guarantees when it becomes due and payable, whether at stated maturity or otherwise;

(3) failure by the Issuer or Grupo Aval to comply with any of its covenants or agreements in the Indenture, the notes or guarantees (other than those referred to in clauses (1) and (2) above), and the continuance of any such failure for sixty (60) days after the notice specified below;

(4) the Issuer, Grupo Aval or any Significant Subsidiary defaults with respect to any of its Indebtedness (whether such Indebtedness now exists or is created after the date of the Indenture), which default (a) is caused by failure to pay principal of or premium, if any, or interest on such Indebtedness when originally due, after giving effect to any grace period provided in such Indebtedness on the date of such default ("Payment Default"), (b) in the case of the Issuer or Grupo Aval, results in the acceleration of such Indebtedness prior to its Stated Maturity, or (c) in the case of any Significant Subsidiary, results in the acceleration of such Indebtedness prior to its Stated Maturity, *provided* that, in the case of this clause (c), such accelerated Indebtedness is not paid, or such default waived, within 60 days after the date of such acceleration, and *provided*, *further*, that, in the case of clauses (a), (b) and (c), the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, totals U.S.$50 million or more in the aggregate (or the equivalent thereof at the time of determination);

(5) the Issuer, Grupo Aval or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

    (a) commences a voluntary case;

    (b) consents to the entry of an order for relief against it in an involuntary case;

    (c) consents to the appointment of a Custodian of it or for all or substantially all of its assets;

    (d) makes a general assignment for the benefit of its creditors;

    (e) in the case of any Significant Subsidiary, is subject to any other Intervention Measure or Preventive Measure; or

    (f) in the case of the Issuer or Grupo Aval, institutes any other proceeding seeking to adjudicate the Issuer or Grupo Aval bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of any Indebtedness under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for the Issuer or Grupo Aval or for any substantial part of the property of the Issuer or Grupo Aval or the Issuer or Grupo Aval takes any corporate action to authorize any of the actions set forth above in this clause (f);

(6) Any Person pursuant to or within the meaning of any Bankruptcy Law institutes any proceeding against the Issuer, Grupo Aval or any Significant Subsidiary seeking to adjudicate in any court of competent jurisdiction the Issuer, Grupo Aval or such Significant Subsidiary bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of any Indebtedness under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for the Issuer, Grupo Aval or such Significant Subsidiary or for any substantial part of the property of the Issuer, Grupo Aval or such Significant Subsidiary and, in the case of any of the foregoing actions, such proceeding or action is not dismissed or discharged and remains in effect for 60 days; *provided*, *however* that none of the foregoing actions constitutes an Event of Default (unless and for so long as such proceeding or action is being contested in good faith by the Issuer, Grupo Aval or such Significant Subsidiary, as the case may be); or

(7) a court of competent jurisdiction or relevant entity enters an order or decree under any Bankruptcy Law that:

(a) is for relief against the Issuer, Grupo Aval or any Significant Subsidiary as debtor in an involuntary case;

(b) appoints a Custodian of the Issuer, Grupo Aval or any Significant Subsidiary or a Custodian for all or substantially all of the assets of the Issuer, Grupo Aval or any Significant Subsidiary; or

(c) orders the liquidation of the Issuer, Grupo Aval or any Significant Subsidiary, and the order or decree remains unstayed and in effect for 60 days.

If an Event of Default (other than an Event of Default described in clauses (5), (6) and (7) above under "— Events of Default") has occurred and is continuing, either the Trustee or the holders of at least 25% in aggregate principal amount of the notes, by written notice to the Issuer (and to the Trustee if notice is given by the holders), may declare the principal amount of and interest on all the notes to be due and payable immediately. If an Event of Default described in clauses (5), (6) and (7) above under "— Events of Default" has occurred, the principal of and interest on all the notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holder. The notes owned by the Issuer, Grupo Aval or any of their affiliates will be deemed not to be outstanding for, among other purposes, declaring the acceleration of the maturity of the notes.

If the Issuer or Grupo Aval fails to make payment of principal of or interest or Additional Amounts, if any, on the notes or guarantees (and, in the case of payment of interest or Additional Amounts, such failure to pay continues for 30 days), each holder will have the right to demand and collect under the Indenture and the Issuer and Grupo Aval will pay to the holders the applicable amount of such due and payable principal, accrued interest and Additional Amounts, if any, on the notes. It should be noted that, to the extent that the SFC has adopted an Intervention Measure in connection with the Issuer or Grupo Aval under the Bankruptcy Law, the holders would not be able to commence proceedings to collect amounts owed outside the intervention proceeding.

The Trustee will not be charged with knowledge of any Default or Event of Default or knowledge of any cure of any Default or Event of Default unless either (i) an authorized officer of the Trustee with direct responsibility for the Indenture has actual knowledge of such Default or Event of Default or (ii) written notice of such Default or Event of Default has been given to the Trustee by the Issuer, Grupo Aval or any holder.

The Issuer or Grupo Aval will deliver to the Trustee, within 10 business days after obtaining actual knowledge thereof, written notice of any Default or Event of Default that has occurred and is still continuing, its status and what action the Issuer and Grupo Aval are taking or proposing to take in respect thereof. The Indenture will provide that the Trustee may withhold notice to the holders of any Default or Event of Default (except in payment of principal of, or interest or premium (and Additional Amounts), if any, on the notes) if the Trustee in good faith determines that it is in the interest of the holders.

If the Issuer and Grupo Aval cure all Defaults or such Defaults have been waived (except the nonpayment of principal of and accrued interest or premium and Additional Amounts on the notes) and certain other conditions are met, such declaration may be rescinded and annulled by the holders of not less than a majority in aggregate principal amount of the notes.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default will occur or be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders, unless such holders offer to the Trustee security and/or indemnity. Subject to such provision for indemnification, the holders of a majority in principal amount of the outstanding notes will have the right to 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 with respect to the notes; *provided* that the Trustee will have the right to decline to follow any such direction if the Trustee determines that the action so directed conflicts with any law or the provisions of the Indenture or if the Trustee determines that such action would be prejudicial to holders not taking part in such direction.

No holder will have any right to institute any proceeding, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless:

- such holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the notes;

- the holders of not less than 25% in principal amount of the outstanding notes will have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as trustee thereunder;

- such holder or holders have offered to the Trustee an indemnity or security reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request;

- the Trustee for 60 days after its receipt of such notice, request and offer of indemnity or security has failed to institute any such proceeding; and

- no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the holders of a majority in principal amount of the outstanding notes, it being understood and intended that no one or more of such holders will have any right in any manner whatsoever by virtue of, or by availing of, any provision of the Indenture to affect, disturb or prejudice the rights of any other of such holders, or to obtain or to seek to obtain priority or preference over any other of such holders or to enforce any right under the Indenture, except in the manner therein provided and for the equal and ratable benefit of all such holders.

Notwithstanding any other provision of the Indenture, the holder of any note will have the right, which is absolute and unconditional, to receive payment of the principal of and premium, if any and interest on such note and to institute suit for the enforcement of any such payment, and such rights will not be impaired without the consent of such holder.

Book-entry and other indirect holders should consult their bank or brokers for information on how to give notice or direction to or make a request of the Trustee and how to declare or cancel an acceleration of the maturity.

Defeasance

The Issuer or Grupo Aval may at any time terminate all of its obligations with respect to the notes and the guarantees ("defeasance"), except for certain obligations, including those regarding any trust established for a defeasance and obligations to register the transfer or exchange of the notes, to replace mutilated, destroyed, lost or stolen notes and to maintain agencies in respect of notes. The Issuer or Grupo Aval may at any time terminate its obligations under certain covenants set forth in the Indenture, and any omission to comply with such obligations will not constitute a Default or an Event of Default with respect to the notes issued under the Indenture ("covenant defeasance"). In order to exercise either defeasance or covenant defeasance, the Issuer or Grupo Aval must irrevocably deposit in trust, for the benefit of the holders of the notes, with the Trustee money or U.S. government obligations, or a combination thereof, in such amounts as will be sufficient, in the opinion of an internationally recognized firm of independent public accountants expressed in a written certificate delivered to the Trustee, without consideration of any reinvestment, to pay the principal of and premium, if any, and interest on the notes to redemption or maturity and comply with certain other conditions, including the delivery of an opinion of counsel as to certain tax matters.

Amendment, supplement and waiver

Subject to certain exceptions, the Indenture, the notes and the guarantees may be amended or supplemented with the written consent of the holders of at least a majority in principal amount of the notes then outstanding, and any Default or Event of Default and its consequences may be waived with the consent of the holders of at least a majority in principal amount of the notes then outstanding. However, without the consent of each holder of an outstanding note affected thereby, no amendment or waiver may:

(1) reduce the rate of or extend the time for payment of interest on any note;

(2) reduce the principal of or change the Stated Maturity of any note;

(3) reduce the amount payable upon the redemption of any note or change the time at which any note may be redeemed;

(4) change the currency for payment of principal of or premium, if any, or interest on any note;

(5) impair the right to institute suit for the enforcement of any payment on or with respect to any note;

(6) waive a Default or Event of Default in the payment of principal of and premium, if any, and interest on the notes;

(7) amend or modify any provisions of the guarantees in a manner that could materially and adversely affect the holders;

(8) reduce the principal amount of notes whose holders must consent to any amendment, supplement or waiver; or

(9) make any change in the amendment or waiver provisions which require each holder's consent.

The Trustee and the holders of the notes will receive prior notice as described under "—Notices" of any proposed amendment to the Indenture or the notes or the guarantees described in this paragraph.

The consent of the holders of the notes is not necessary to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

The Issuer, Grupo Aval and the Trustee may, without notice to or the consent or vote of any holder of the notes, amend or supplement the Indenture or the notes or the guarantees for the following purposes:

(1) to cure any ambiguity, defect or inconsistency (including, without limitation, any inconsistency between the text of the Indenture or the notes or the guarantees and the description of the Indenture and the notes and the guarantees contained in this "Description of the Notes" section of this offering memorandum);

(2) to comply with the covenant described under "—Covenants—Mergers, consolidations and transfers of assets";

(3) to add guarantees or collateral with respect to the notes;

(4) to add to the covenants of the Issuer or Grupo Aval for the benefit of holders of the notes;

(5) to surrender any right conferred by the Indenture upon the Issuer or Grupo Aval;

(6) to evidence and provide for the acceptance of an appointment by a successor Trustee;

(7) to provide for the issuance of additional notes; or

(8) to make any other change that does not materially and adversely affect the rights of any holder of the notes.

After an amendment described in the preceding paragraphs becomes effective, the Issuer or Grupo Aval is required to mail to the holders a notice briefly describing such amendment; however, the failure to give such notice to all holders of the notes, or any defect therein, will not impair or affect the validity of the amendment.

Any notes owned by the Issuer, Grupo Aval or any of their affiliates will be disregarded for purposes of determining whether holders of the requisite principal amount of outstanding notes have given any request, demand, authorization, direction, consent or waiver under the Indenture.

Notices

For so long as notes in global form are outstanding, notices to be given to holders will be given to DTC, in accordance with its applicable policies as in effect from time to time. If notes are issued in individual definitive form, notices to be given to holders will be deemed to have been given upon the mailing by first class mail, postage prepaid, of such notices to holders of the notes at their registered addresses as they appear in the Trustee's records.

In addition, so long as the notes are listed on the SGX-ST and the rules of the SGX-ST shall so require, notices regarding the Notes shall be disclosed by us to the SGX- ST via SGXNET and published by us in a leading newspaper having general circulation in Singapore. Any such notice will be deemed to have been delivered on the date of first publication.

No personal liability of directors, officers, employees and shareholders

No director, officer, employee or shareholder of the Issuer or Grupo Aval will have any liability for any obligations of the Issuer or Grupo Aval under the notes, the guarantees or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or the creation of such obligations. Each holder by accepting a note waives and releases all such liability. Such waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the U.S. Federal securities laws.

Trustee

Deutsche Bank Trust Company Americas is the Trustee under the Indenture.

The Indenture contains provisions for the indemnification of the Trustee and for its relief from responsibility. The obligations of the Trustee to any holder are subject to such immunities and rights as are set forth in the Indenture.

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 will exercise such of 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 person would exercise or use under the circumstances in the conduct of such person's 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 Issuer, Grupo Aval and their affiliates may from time to time enter into normal banking and trustee relationships with the Trustee and its affiliates.

The Trustee may hold notes in its own name.

Registrar, transfer agent and paying agents

The Trustee will initially act as registrar for the notes. The Trustee will also act as transfer agent and paying agent for the notes. The Issuer has the right at any time to change or terminate the appointment of the registrar, any paying agents or any transfer agents and to appoint a successor registrar or additional or successor paying agents or transfer agents in respect of the notes. Registration of transfers of the notes will be effected without charge, but upon payment (with the giving of such indemnity as the Issuer and the Trustee may require) in respect of any tax or other governmental charges that may be imposed in relation to it. The Issuer will not be required to register or cause to be registered the transfer of notes after all the notes have been called for redemption.

For so long as the notes are listed on the SGX-ST and the rules of the SGX-ST so require, in the event that a Global Note is exchanged for a certificated note, the Issuer will appoint and maintain a paying agent in Singapore, where the certificated notes may be presented or surrendered for payment or redemption.

Allen & Gledhill LLP has also been appointed as listing agent.

Governing law, submission to jurisdiction and claims

The Indenture, the notes and the guarantees will be governed by, and construed in accordance with, the laws of the State of New York.

Each of the parties to the Indenture will submit to the exclusive jurisdiction of the U.S. federal and New York state courts located in the Borough of Manhattan, New York City for purposes of all legal actions and proceedings instituted in connection with the Indenture, the notes and the guarantees. Each of the Issuer and Grupo Aval has

appointed Banco de Bogotá S.A. New York Agency, 375 Park Avenue, Suite 3407, New York, New York 10152, as its authorized agent upon which process may be served in any such action.

Under the laws of the State of New York, claims against the Issuer and Grupo Aval for the payment of principal of and premium, if any, and interest on the notes must be made within six years from the due date for payment thereof.

Notwithstanding the exclusivity of jurisdiction provision of the Indenture, if one of the parties in a dispute involving enforcement of the Indenture, the notes or the guarantees is domiciled in Colombia, a Colombian court may allow the claim to be brought before it.

Waiver of immunities

To the extent that the Issuer or Grupo Aval may claim for itself or its assets immunity from a suit, execution, attachment, whether in aid of execution, before judgment or otherwise, or other legal process in connection with the Indenture or notes or the guarantees and to the extent that in any jurisdiction there may be immunity attributable to the Issuer or Grupo Aval or their assets, whether or not claimed, the Issuer and Grupo Aval will for the benefit of the holders irrevocably waive and agree not to claim such immunity to full extent permitted by law.

Currency indemnity

U.S. dollars are the sole currency of account and payment for all sums payable by the Issuer or Grupo Aval under or in connection with the Indenture and the notes and the guarantees, including damages. Any amount received or recovered in a currency other than U.S. dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by any holder of a note in respect of any sum expressed to be due to it from the Issuer and Grupo Aval will only constitute a discharge of the Issuer and Grupo Aval to the extent of the U.S. dollar amount that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. dollar amount is less than the U.S. dollar amount expressed to be due to the recipient under any note, the Issuer and Grupo Aval will indemnify such holder against any loss sustained by it as a result. In any event, the Issuer and Grupo Aval will indemnify the recipient against the cost of making any such purchase.

For the purposes of the preceding paragraph, it will be sufficient for the holder of a note to certify in a satisfactory manner (indicating the sources of information used) that it would have suffered a loss had an actual purchase of dollars been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of dollars on such date had not been practicable, on the first date on which it would have been practicable, it being required that the need for a change of date be certified in the manner mentioned above). These indemnities constitute a separate and independent obligation from the other obligations of the Issuer and Grupo Aval, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by any holder of a note and will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any note.

Definitions

The following is a summary of certain defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms.

“amend” means to amend, supplement, restate, amend and restate or otherwise modify; and “amendment” will have a correlative meaning.

“asset” means any asset or property.

“Bankruptcy Law” means the provisions of (1) Colombian law or regulation regulating the liquidation and insolvency of Colombian companies and financial entities, including without limitation, Law 1116 of 2006, as amended, the Financial Statute and Decree 2555 of 2010, as amended, concerning bankruptcy of financial institutions, and any other Colombian law or regulation regulating the insolvency of companies or financial entities from time to time, (2) the Cayman Islands’ Companies Law (2018 Revision, as amended) or any similar Cayman

Islands law for the relief of debtors or the administration or liquidation of debtors' estates for the benefit of their creditors and (3) the equivalent laws of any other applicable jurisdiction.

"business day" means a day other than a Saturday, Sunday or other day on which banking institutions in New York or Colombia are authorized or required by law to close.

"Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"Default" means any event, act or condition that is, or after notice or passage of time or both would be, an Event of Default.

"Eligible Jurisdiction" means Colombia, the United States, Bermuda, the British Virgin Islands, the Cayman Islands, Panama, any country member of the Organization for Economic Co-operation and Development, any country member of the G-20, or any member state of the European Union, and any political subdivision of any of the foregoing.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Financial Statute" means Decree 663 of 1993, as amended, of the Republic of Colombia.

"guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any Person and any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such 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 (b) entered into for purposes of assuring in any other manner the obligee of such Indebtedness 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" will not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person pursuant to any interest rate swap agreement, foreign currency exchange agreement, interest rate collar agreement, option, forward or futures contract or other similar agreement or arrangement designed to protect such Person against changes in interest rates or foreign exchange rates.

"holder" means the Person in whose name a note is registered in the register.

"IFRS" means, the International Financial Reporting Standards as issued by the International Accounting Standards Board (and when applicable, as supplemented or modified by any Colombian governmental authority).

"Indebtedness" means, with respect to any Person, any obligation for the payment or repayment of money borrowed or otherwise evidenced by debentures, notes, bonds, or similar instruments or any other obligation (including all trade payables and other accounts payable and including payments relating to bank deposits) that would appear or be treated as indebtedness upon a balance sheet if such Person prepared it in accordance with IFRS, as applicable pursuant to the covenant described under "—Covenants—Provision of financial statements and reports."

"Intervention Measures" means the measures described in Article 114 of the Financial Statute that allow the SFC to take possession of a financial institution.

"Issue Date" means the date on which the notes are originally issued.

"Lien" means any mortgage, pledge, security interest, conditional sale or other title retention agreement or other similar lien.

"Obligation" means any principal, interest, penalties, fees, indemnification, reimbursements, costs, expenses, damages and other liabilities payable under any Indebtedness.

"Officer" means (1) with respect to the Issuer, any of its directors or officers or any authorized signatory appointed by its board of directors; and (2) with respect to Grupo Aval, any of the following: the Chairman of the

board of directors, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President or the Secretary.

"Officers' Certificate" means a certificate signed by two Officers.

"Opinion of Counsel" means an opinion from legal counsel, who may be an employee of or counsel for the Issuer or Grupo Aval, as applicable, and who is reasonably acceptable to the Trustee, *provided* that an opinion of a nationally or internationally recognized legal counsel selected by Grupo Aval will be deemed reasonable.

"Permitted Investments" means, with respect to the Issuer, (i) investments in cash and short-term, high-quality investments that are recorded as cash equivalents on Grupo Aval's consolidated balance sheet in accordance with IFRS, (ii) investments in fixed income securities rated (on a non-local foreign currency basis or equivalent) at the time of acquisition thereof at least "Baa3" or the equivalent thereof by Moody's Investor Service, Inc., "BBB-" or the equivalent thereof by Standard & Poor's Ratings Services or "BBB-" or the equivalent thereof by Fitch Ratings Limited, or carrying an equivalent rating by an internationally recognized rating agency, if all three of the named rating agencies cease publishing ratings of investments, (iii) on-lending to Grupo Aval or any direct or indirect Subsidiary of Grupo Aval, including intercompany loans, (iv) investing in fixed income securities issued by any direct or indirect subsidiary of Grupo Aval and (v) making equity investments in any direct or indirect Subsidiary of Grupo Aval.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, incorporated or unincorporated association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Preventive Measures" means the measures described in Article 113 of the Financial Statute that the SFC can take with respect to a financial institution prior to and in order to avoid having to take an Intervention Measure.

"SEC" means the U.S. Securities and Exchange Commission, or any successor thereto.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"SFC" means the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*).

"Share Capital" means, with respect to any Person, any and all shares of capital stock, securities convertible into, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated, whether voting or non-voting), such Person's equity including any preferred stock, but excluding any debt securities convertible into or exchangeable for such equity.

"Significant Subsidiary" means any Subsidiary, including each of the consolidated subsidiaries of such Subsidiary, that meets any of the following conditions:

(i) Grupo Aval's and its other Subsidiaries' investments in and advances to such Subsidiary, including each of the consolidated subsidiaries of such Subsidiary, exceed 20% of the total assets of Grupo Aval and its Subsidiaries consolidated as of the end of the most recently completed fiscal year; or

(ii) Grupo Aval's and its other Subsidiaries' proportionate share of the total assets (after intercompany eliminations) of such Subsidiary, including each of the consolidated subsidiaries of such Subsidiary, exceeds 20% of the total assets of Grupo Aval and its Subsidiaries consolidated as of the end of the most recently completed fiscal year; or

(iii) Grupo Aval's and its other Subsidiaries' equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle of such Subsidiary, including each of the consolidated subsidiaries of such Subsidiary, exclusive of amounts attributable to any non-controlling interests exceeds 20% of such income of Grupo Aval and its Subsidiaries consolidated for the most recently completed fiscal year

(it being understood that the foregoing definition will be interpreted in accordance with Rule 1-02 under Regulation S-X promulgated by the SEC). Each Subsidiary of a Significant Subsidiary will itself be deemed to be a Significant Subsidiary unless such Subsidiary, including each of the consolidated subsidiaries of such Subsidiary, does not meet any of the above conditions, in which case neither such Subsidiary nor any of the consolidated subsidiaries of such Subsidiary will be deemed to be a Significant Subsidiary. At December 31, 2018 (the most recent fiscal year-end for which consolidated financial statements are available), Banco de Bogotá and BAC Credomatic were the Significant Subsidiaries of Grupo Aval. Notwithstanding the foregoing provisions of this definition, the Issuer will also be a Significant Subsidiary for purposes of the notes and the Indenture.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which any principal of such security is due and payable, including pursuant to any mandatory redemption or purchase provision (but excluding any provision providing for the purchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

"Subsidiary" means any Person of which more than 50% of the total voting power of shares of Share Capital or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (a) Grupo Aval, (b) Grupo Aval and one or more Subsidiaries or (c) one or more Subsidiaries.

"Wholly-Owned Subsidiary" means a Subsidiary of which at least 95% of the Share Capital (other than directors' qualifying shares) is directly or indirectly owned by Grupo Aval or another Wholly-Owned Subsidiary.

Form of the notes

Notes sold in reliance on Regulation S will be represented by a global note in fully registered form without interest coupons (the "Regulation S Global Note") and will be registered in the name of a nominee of The Depository Trust Company ("DTC") and deposited with a custodian for DTC. Notes sold pursuant to Rule 144A will be represented by a global note in fully registered form without interest coupons (the "Rule 144A Global Note" and, together with the Regulation S Global Note, the "global notes") and will be deposited with a custodian for DTC and registered in the name of a nominee of DTC.

The notes are being offered and sold in this initial offering in the United States solely to "qualified institutional buyers" under Rule 144A under the Securities Act and in offshore transactions to persons other than U.S. persons, as defined in Regulation S under the Securities Act, in reliance on Regulation S. Following this offering, the notes may be sold:

- to qualified institutional buyers under Rule 144A;
- to non-U.S. persons outside the United States pursuant to Regulation S; and
- under other exemptions from, or in transactions not subject to, the registration requirements of the Securities Act, as described under "Plan of Distribution—Transfer Restrictions."

Prior to the 40th day after the date of original issuance of the notes, any resale or transfer of beneficial interests in the Regulation S Global Note to U.S. persons will not be permitted unless such resale or transfer is made pursuant to Rule 144A or Regulation S.

Exchanges between the global notes

Transfers by an owner of a beneficial interest in a Regulation S Global Note to a transferee, who takes delivery of that interest through a note offered and sold in the United States to qualified institutional buyers pursuant to Rule 144A Global Note, will be made only in accordance with applicable procedures and upon receipt by the Trustee of a written certification from the transferee of the beneficial interest in the form provided in the Indenture to the effect that the transfer is being made to a qualified institutional buyer within the meaning of Rule 144A in a transaction in compliance with the requirements of Rule 144A. Transfers by an owner of a beneficial interest in a Rule 144A Global Note to a transferee who takes delivery of the interest through a Regulation S Global Note will be made only upon receipt by the Trustee of a certification from the transferor that the transfer is being made outside the United States to a non-U.S. person in accordance with 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 that global note and become an interest in the other global note and, accordingly, will then be subject to any transfer restrictions and other procedures applicable to beneficial interests in the other global note.

Global notes

Upon receipt of the Regulation S Global Note and the Rule 144A Global Note, DTC 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).

So long as DTC, or its nominee, is the registered owner or holder of a global note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such global note for all purposes under the Indenture and the notes. Except as described in "Certificated notes", owners of beneficial interests in a global note will not be entitled to have any portions of such global note registered in their names, will not receive or be entitled to receive physical delivery of notes in certificated form and will not be considered the owners or holders of the global note (or any notes represented thereby) under the Indenture or the notes. In addition, no beneficial owner of an interest in a global note will be able to transfer that interest except in accordance with DTC's applicable procedures (in addition to those under the Indenture referred to herein and, if applicable, those of Euroclear Bank S.A./N.V., as operator of Euroclear System ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream").

Investors may hold interests in the Regulation S Global Note through Euroclear or Clearstream, if they are participants in such systems. Euroclear and Clearstream will hold interests in the Regulation S Global Note on behalf of their account holders 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 may hold their interests in the Rule 144A Global Note directly through DTC, if they are DTC Participants, or indirectly through organizations which are DTC Participants, including Euroclear and Clearstream.

Payments of the principal of and interest on global notes will be made to DTC or its nominee as the registered owner thereof. None of the Issuer, Grupo Aval or any initial purchaser 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. The Issuer and Grupo Aval anticipate that DTC or its nominee, upon receipt of any payment of principal or interest in respect of a global note representing any notes held by 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. The Issuer and Grupo Aval also expect 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's procedures, and will be settled in same-day funds. 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, 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 such interest, may be affected by the lack of a physical certificated note in respect of such interest. Transfers between accountholders in Euroclear and Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions available to the notes described above, crossmarket transfers between DTC Participants, on the one hand, and directly or indirectly through Euroclear or Clearstream account holders, on the other hand, will be effected in DTC in accordance with DTC rules 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 the Regulation S Global Note in DTC, and making or receiving payment in accordance with normal procedures for same day funds settlement applicable to DTC. Euroclear and Clearstream account holders 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 account holder 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 such credit of any transactions in interests in a global note settled during such processing day will be reported to the relevant Euroclear or Clearstream accountholder 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 account holder to a DTC Participant will be received for value and 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 that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more DTC Participants to whose account or accounts 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 DTC Participant or DTC Participants has or have given such direction. However, in the limited circumstances described above, DTC will exchange the global notes for certificated notes (in the case of notes represented by the Rule 144A Global Note, bearing a restrictive legend), which will be distributed to its participants. Holders of indirect interests in the global notes through DTC Participants have no direct rights to enforce such interests while the notes are in global form.

The giving of notices and other communications by DTC to DTC Participants, by DTC Participants to persons who hold accounts with them and by such persons to holders of beneficial interests in a global note will be governed by arrangements between them, subject to any statutory or regulatory requirements as may exist from time to time.

DTC has advised as follows: DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "Clearing Agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for DTC Participants and to facilitate the clearance and settlement of securities transactions between DTC Participants through electronic book-entry changes in accounts of DTC Participants, thereby eliminating the need for physical movement of certificates. DTC Participants include security brokers and dealers, banks, trust companies and clearing corporations and may include certain other organizations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("indirect participants").

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures in order to facilitate transfers of interests in the Regulation S Global Note and in the Rule 144A Global Note among participants and accountholders of DTC, Euroclear and Clearstream, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, Grupo Aval or any initial purchaser will have any responsibility for the performance of DTC, Euroclear or Clearstream or their respective participants, indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

Certificated notes

If (1) DTC or any successor to DTC is at any time unwilling or unable to continue as a depositary for a global note and a successor depositary is not appointed by the Issuer within 90 days, (2) any of the notes has become immediately due and payable in accordance with "—Events of Default" or (3) if the Issuer, at its sole discretion, determines that the global notes will be exchangeable for certificated notes and the Issuer notifies the Trustee thereof, the Issuer will issue certificated notes in registered form in exchange for the Regulation S Global Note and the Rule 144A Global Note, as the case may be. Upon receipt of such notice from DTC or a paying agent, as the case may be, the Issuer will use its best efforts to make arrangements with DTC for the exchange of interests in the global notes for certificated notes and cause the requested certificated notes to be executed and delivered to the registrar in sufficient quantities and authenticated by the registrar for delivery to holders. Persons exchanging interests in a global note for certificated notes will be required to provide the registrar with (a) written instruction and other information required by the Issuer and the registrar to complete, execute and deliver such certificated notes and (b) certification that such interest is being transferred in compliance with the Securities Act, including, if any, an exemption from the registration requirements thereof. In all cases, certificated notes delivered in exchange for any global note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by DTC.

Certificated notes will not be eligible for clearing and settlement through the DTC, Euroclear or Clearstream.

Tax Considerations

Certain U.S. federal income taxation considerations

The following is a discussion of certain material U.S. federal income tax consequences to a "U.S. Holder" (as defined below) of owning and disposing of notes purchased in this offering at the "issue price," which we assume will be the price indicated on the cover of this offering memorandum, and held as capital assets for U.S. federal income tax purposes.

You are a U.S. Holder if for U.S. federal income tax purposes you are a beneficial owner of a note that is:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

This discussion does not describe all of the tax consequences that may be relevant to you in light of your particular circumstances, including alternative minimum tax and Medicare contribution tax consequences and differing tax consequences that may apply to you if you are, for instance:

- a financial institution;
- an insurance company;
- a regulated investment company;
- a dealer or trader in securities;
- holding notes as part of a "straddle" or integrated transaction;
- a U.S. Holder (as defined above) whose functional currency is not the U.S. dollar;
- a person subject to the special tax accounting rules under Section 451 of the Code; or
- a partnership for U.S. federal income tax purposes; or
- a tax-exempt entity.

If you are a partnership for U.S. federal income tax purposes, the U.S. federal income tax treatment of one of your partners will generally depend on the status of the partner and your activities.

This summary is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury Regulations, changes to any of which subsequent to the date of this offering memorandum may affect the tax consequences described herein. This summary does not address any aspect of state, local or non-U.S. taxation, any taxes other than income taxes. If you are considering the purchase of notes, you should consult your tax adviser with regard to the application of the U.S. federal tax laws to your particular situation, as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

Payments of Interest

Stated interest on a note will be taxable to you as ordinary interest income at the time it accrues or is received, in accordance with your method of accounting for U.S. federal income tax purposes. It is expected, and therefore this discussion assumes, that the notes will be issued without original issue discount for U.S. federal income tax purposes.

The amount of interest taxable as ordinary income will include amounts withheld in respect of any Colombian taxes and without duplication, any Additional Amounts paid. Interest income earned with respect to a note will

constitute foreign-source income for U.S. federal income tax purposes. Subject to applicable limitations, some of which may vary depending on your particular circumstances, income taxes withheld from interest income on a note may be creditable against your U.S. federal income tax liability. The rules governing foreign tax credits are complex, and you should consult your tax adviser regarding the availability of foreign tax credits in your particular circumstances.

Sale or Other Taxable Disposition of the Notes

Upon the sale or other taxable disposition of a note, you will recognize taxable gain or loss equal to the difference between the amount realized on the sale or other taxable disposition and your adjusted tax basis in the note. Your adjusted tax basis in the note will generally be the cost of your note. Gain or loss, if any, will generally be U.S.-source income or loss for purposes of computing your foreign tax credit limitation. For these purposes, the amount realized does not include any amount attributable to accrued interest, which is treated as described under "Payments of Interest" above.

Gain or loss realized on the sale or other taxable disposition of a note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale or other taxable disposition the note has been held for more than one year. Long-term capital gain recognized by non-corporate taxpayers is subject to reduced U.S. federal income tax rates. The deductibility of capital losses is subject to limitations.

Information with Respect to Foreign Financial Assets

Individual U.S. Holders (and certain entities) that own "specified foreign financial assets," including debt of foreign issuers not held in a financial account a U.S. financial institution, may be required to file an information report with respect to such assets with their tax returns. You should consult your tax advisor regarding the application of this legislation to your ownership of the notes.

Backup Withholding and Information Reporting

Information returns may be filed with the IRS in connection with payments on the notes and the proceeds from a sale or other disposition of the notes unless you are an exempt recipient. You may be subject to backup withholding on these payments in respect of your notes unless you provide your taxpayer identification number and otherwise comply with applicable requirements of the backup withholding rules or you provide proof of an applicable exemption. Amounts withheld under the backup withholding rules are not additional taxes and may be allowed as a credit against your U.S. federal income tax liability and may entitle you to a refund, provided that the required information is timely furnished to the IRS.

Certain Colombian taxation considerations

The following summary contains a description of the principal Colombian income tax considerations in connection with (1) the purchase, ownership and sale of the notes by Non-Colombian Resident Holders; and (2) the payments made by Grupo Aval to the Non-Colombian Resident Holders under the guarantees, but does not purport to be a comprehensive description of all Colombian tax considerations that may be relevant to a decision to purchase the notes. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than those of Colombia.

This summary is based on the tax laws of Colombia as in effect on the date of this offering memorandum, as well as regulations, rulings and decisions in Colombia available on or before such date and now in effect. All of the foregoing is subject to change, which change could affect the continued validity of this summary.

Prospective purchasers of the notes should consult their own tax advisors as to Colombian tax consequences of the purchase, ownership and sale of the notes, including, in particular, the application of the considerations discussed below to their particular situations, as well as the application of state, local, foreign or other tax laws.

As used in this offering memorandum, a "Non-Colombian Resident Holder" means an individual who is not a resident of Colombia for Colombian tax purposes or a company or other entity not domiciled in Colombia and not organized under the laws of Colombia or a company or other entity that does not have its effective place of management in Colombia or a company or other entity that does not have its effective place of management in Colombia.

Purchase, ownership and sale of the notes by Non-Colombian Resident Holders

The Issuer's payments of principal or premium, if any, or interest on the notes to Non-Colombian Resident Holders will not be subject to Colombian income tax, and such holders will not be required to file any tax returns in Colombia solely by reason of their investment in the notes, as such payments do not constitute Colombian source income.

The notes are not considered as assets possessed in Colombia and, therefore, the income resulting from the sale of the notes by Non-Colombian Resident Holders is not subject to Colombian income tax.

Payments made by Grupo Aval to the Non-Colombian Resident Holders under the Guarantees

Payments, if any, made by Grupo Aval to the Non-Colombian Resident Holders under the guarantees, will not be subject to Colombian income tax, as these payments would be regarded as payments made under an indebtedness of a non-Colombian entity, and thus do not constitute Colombian source income.

Cayman Islands Tax Considerations

The following is a general summary of Cayman Islands taxation in relation to the notes.

Under Existing Cayman Islands Laws:

(i) Payments of interest and principal on the notes will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of interest and principal or a dividend or capital to any holder of the notes nor will gains derived from the disposal of the notes be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax.

(ii) No stamp duty is payable in respect of the issue of the notes. An instrument of transfer in respect of a note is stampable if executed in or brought into the Cayman Islands. Grupo Aval Limited has been incorporated under the laws of the Cayman Islands as an exempted company and, as such, has applied for and has obtained an undertaking from the Governor in Cabinet of the Cayman Islands in the following form:

"The Tax Concessions Law
2011 Revision
Undertaking as to Tax Concessions"

In accordance with the provision of Section 6 of The Tax Concessions Law (2011 Revision), the Governor in Cabinet undertakes with:

Grupo Aval Limited "the Company"

(a) that no law which is hereafter enacted in the Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations; and

(b) in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:

(i) on or in respect of the shares, debentures or other obligations of the Company; or

(ii) by way of the withholding in whole or part, of any relevant payment as defined in Section 6(3) of the Tax Concessions Law (2011 Revision).

These concessions shall be for a period of 20 years from the date of issue of the certificate.

Data Protection Privacy Notice

Scope

The legal basis for this notification is to meet the standards required in respect of, and ensure compliance with, the requirements of the Cayman Islands' Data Protection Law, 2017 (the "DPL"), which came into effect on 30 September 2019. This privacy notice puts investors in Grupo Aval Limited on notice that through your investment into Grupo Aval Limited you will provide us with certain personal information which constitutes personal data within the meaning of the DPL ("personal data"). Grupo Aval Limited collects, uses, discloses, retains and secures personal data to the extent reasonably required only and within the parameters that could be reasonably expected during the normal course of business. Grupo Aval Limited will only process, disclose, transfer or retain personal data to the extent legitimately required to conduct the activities of Grupo Aval Limited on an ongoing basis or to comply with legal and regulatory obligations to which Grupo Aval Limited is subject. Grupo Aval Limited will only transfer personal data in accordance with the requirements of the DPL and will apply appropriate technical and organizational information security measures designed to protect against unauthorized or unlawful processing of the personal data and against the accidental loss, destruction or damage to the personal data. In our use of this personal data, we will be characterized as a "data controller" for the purposes of the DPL, while our affiliates and service providers who may receive this personal data from us in the conduct of our activities may either act as our "data processors" for the purposes of the DPL or may process personal information for their own lawful purposes in connection with services provided to Grupo Aval Limited.

If you are a natural person, this will affect you directly. If you are a corporate investor (including, for these purposes, legal arrangements such as trusts or exempted limited partnerships) that provides us with personal data on individuals connected to you for any reason in relation to your investment into Grupo Aval Limited, this will be relevant for those individuals and you should inform such individuals of the content.

What rights do individuals have in respect of personal data?

Under the DPL, individuals must be informed of the purposes for which their personal data is processed and this privacy notice fulfils Grupo Aval Limited's obligation in this respect.

Individuals have rights under the DPL in certain circumstances. These may include the right to request access to their personal data, the right to request rectification or correction of personal data, the right to request that processing of personal data be stopped or restricted and the right to require that Grupo Aval Limited cease processing personal data for direct marketing purposes.

If you consider that your personal data has not been handled correctly, or you are not satisfied with Grupo Aval Limited's responses to any requests you have made regarding the use of your personal data, you have the right to complain to the Cayman Islands' Ombudsman. The Ombudsman can be contacted by calling: +1 (345) 946-6283 or by email at info@ombudsman.ky.

Contacting Grupo Aval Limited

For further information on the collection, use, disclosure, transfer or processing of your personal data or the exercise of any of the rights listed above, please contact us through our website at: www.grupoaval.com or investorrelations@grupoaval.com.

Plan of Distribution

Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC are acting as initial purchasers and joint lead book-running managers. Subject to the terms and conditions contained in a purchase agreement among Grupo Aval Limited, Grupo Aval and the initial purchasers, Grupo Aval Limited has agreed to sell to the initial purchasers, and each of the initial purchasers has, severally and not jointly, agreed to purchase from us, the principal amount of the notes that appears opposite its name in the table below.

Initial Purchasers	**Principal Amount of Notes**	
Citigroup Global Markets Inc.	U.S.$	333,334,000
HSBC Securities (USA) Inc.		333,333,000
J.P. Morgan Securities LLC		333,333,000
Total	U.S.$	1,000,000,000

The purchase agreement provides that the obligation of the initial purchasers to purchase the notes is subject to certain conditions precedent and that the initial purchasers will purchase all of the notes if any of the notes are purchased. The initial purchasers may offer and sell the notes through any of their affiliates.

In connection with this offering, a portion of the note will be purchased by an affiliate of the Issuer.

We have agreed to indemnify the initial purchasers against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the initial purchasers may be required to make in respect of any of these liabilities.

The notes have not been and will not be registered under the Securities Act or any state securities laws. The initial purchasers have agreed that they will offer or sell the notes only (1) to qualified institutional buyers in the United States in reliance on Rule 144A under the Securities Act and (2) outside the United States pursuant to Regulation S under the Securities Act. See “Plan of Distribution—Transfer Restrictions.”

In addition, until 40 days after the commencement of this offering, an offer or sale of notes within the United States by a dealer that is not participating in this offering may violate the registration requirements of the Securities Act if that offer or sale is made otherwise than in accordance with Rule 144A or another exemption from registration under the Securities Act.

New issue of securities

The notes are a new issue of securities with no established trading market. Application will be made to list the notes on the official list of the Singapore Exchange Securities Trading Limited, or “SGX-ST”. However, we cannot assure you that the application will be approved. The initial purchasers may make a market in the notes after completion of the offering, but will not be obligated to do so, and may discontinue any market-making activities at any time without notice. Neither we nor the initial purchasers can provide any assurance as to the liquidity of the trading market for the notes or that an active public market for the notes will develop. If an active public trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected.

No sales of similar securities

We have agreed that we will not, for a period of 30 days after the date of this offering memorandum, without the prior written consent of Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC, offer, sell, contract to sell or otherwise dispose of any debt securities substantially similar to the notes offered hereby, except for the notes sold to the initial purchasers pursuant to the purchase agreement.

Stabilization transactions

In connection with the offering of the notes, the initial purchasers may engage in over-allotment and stabilizing transactions but are not required to do so. Over-allotment 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. Stabilizing 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 purchasers engage in stabilizing covering transactions, they may discontinue them at any time.

Sales outside the United States

Neither we nor the initial purchasers are making an offer to sell, or seeking offers to buy, the notes in any jurisdiction where the offer and sale is not permitted. You must comply with all applicable laws and regulations in force in any jurisdiction in which you purchase, offer or sell the notes or possess or distribute this offering memorandum, and you must obtain any consent, approval or permission required for your purchase, offer or sale of the notes under the laws and regulations 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 purchasers will have any responsibility therefor.

Canada

The notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations.* Any resale of the notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* ("NI 33-105"), the initial purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Cayman

None of the notes may be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, to members of the public in the Cayman Islands.

Chile

Pursuant to Chilean Capital Markets Act and Norma de Carácter General ("General Rule") No. 336, dated June 27, 2012, issued by the Chilean Financial Market Commission ("CMF"), the existing notes may be privately offered in Chile to certain "qualified investors" identified as such by CMF General Rule No. 336 (which in turn are further described in CMF General Rule No. 216, dated June 12, 2008, and in CMF General Rule No. 410, dated July 27, 2016). General Rule No. 336 requires the following information to be provided to prospective investors in Chile:

1. Date of commencement of the offer: January 17, 2020. The offer of the notes is subject to General Rule No. 336, dated June 27, 2012, issued by the CMF;
2. The subject matter of this offer are securities not registered with the Foreign Securities Registry (*Registro de Valores Extranjeros*) of the CMF, and as such are not subject to the oversight of the CMF;
3. Since the notes are not registered in Chile there is no obligation by Issuer to make publicly available information about the notes in Chile; and

4. The notes shall not be subject to public offering in Chile unless registered with the relevant Securities Registry of the CMF.

Información a los Potenciales Inversionistas Chilenos

De conformidad con la Ley de Mercado de Valores y la Norma de Carácter General N° 336 (la "NCG 336"), de 27 de junio de 2012, de la Comisión para el Mercado Financiero ("CMF"), la oferta por los bonos puede ser efectuada de forma privada a ciertos "Inversionistas Calificados", a los que se refiere la NCG 336 y que se definen como tales en la norma de carácter general N° 216, de 12 de junio de 2008 y en la Norma de Carácter General N° 410 de fecha 27 de Julio de 2016, ambas de la CMF. La NCG 336 dispone que la siguiente información debe ser entregada a los inversionistas:

1. *La oferta de los bonos comienza el 17 de enero de 2020 y se encuentra acogida a la NCG N° 336, de fecha 27 de junio de 2012, de la CMF;*
2. *La oferta versa sobre valores que al ser emitidos y colocados no fueron inscritos en el Registro de Valores o en el Registro de Valores extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de la CMF;*
3. *Por tratarse de valores no inscritos en Chile no existe la obligación por parte del emisor de entregar en Chile información pública sobre estos valores; y*
4. *La oferta por los bonos no es objeto de oferta pública y estos valores no han sido y ni podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el registro de valores correspondiente.*

Colombia

The notes will not be registered with the Colombian National Registry of Securities and Issuers (*Registro Nacional de Valores y Emisores*) or the Colombian Stock Exchange (*Bolsa de Valores de Colombia*). Therefore, the notes may not be offered, sold or negotiated in Colombia except under circumstances which do not constitute a public offering of securities under applicable Colombian securities laws and regulations.

European Economic Area

This offering memorandum has been prepared on the basis that any offer of the notes in any Member State of the European Economic Area ("EEA") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of notes. Accordingly any person making or intending to make an offer in that Member State of notes which are the subject of the offering contemplated in this offering memorandum may only do so in circumstances in which no obligation arises for Grupo Aval or any of the initial purchasers to publish a prospectus pursuant to Article 3 of the Prospectus Regulation in relation to such offer.

Neither Grupo Aval nor the initial purchasers have authorized, nor do they authorize, the making of any offer of notes in circumstances in which an obligation arises for Grupo Aval or the initial purchasers to publish a prospectus for such offer.

Neither Grupo Aval nor the initial purchasers have authorized, nor do they authorize, the making of any offer of notes through any financial intermediary, other than offers made by the initial purchasers, which constitute the final placement of the notes contemplated in this offering memorandum.

Each initial purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any notes to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or

(ii) customer within the meaning of Regulation (EU) 2016/97 (the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Hong Kong

The contents of this offering memorandum have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to this offering. If you are in any doubt about any of the contents of this offering memorandum, you should obtain independent professional advice. No person or entity may issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong, including in circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong) other than with respect to the notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

Japan

The notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the "FIEL") and each initial purchaser has agreed that it has not offered or sold and will not offer or sell any notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

People's Republic of China (excluding Hong Kong, Macau and Taiwan)

The notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China ("the PRC") (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by all relevant laws and regulations of the PRC.

This offering memorandum (i) has not been filed with or approved by the PRC authorities and (ii) does not constitute an offer to sell, or the solicitation of an offer to buy, any notes in the PRC to any person to whom it is unlawful to make the offer of solicitation in the PRC.

The notes may not be offered, sold or delivered, or offered, sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly (i) by means of any advertisement, invitation, document or activity which is directed at, or the contents of which are likely to be accessed or read by, the public in the PRC, or (ii) to any person within the PRC, other than in full compliance with the relevant laws and regulations of the PRC.

Investors in the PRC are responsible for obtaining all relevant government regulatory approvals/licenses, verification and/or registrations themselves, including, but not limited to, those which may be required by the China Securities Regulatory Commission, the State Administration of Foreign Exchange and/or the China Banking Regulatory Commission, and complying with all relevant PRC laws and regulations, including, but not limited to, all relevant foreign exchange regulations and/or securities investment regulations.

Peru

The notes will not be subject to a public offering in Peru. The notes and the information contained in this offering memorandum have not been and will not be registered with or approved by the *Superintendencia del Mercado de Valores or the Bolsa de Valores de Lima*. Accordingly, the Notes cannot be offered or sold in Peru, except if (i) the notes were previously registered with the *Superintendencia del Mercado de Valores*, or (ii) such offering is considered a private offering under the securities laws and regulations of Peru. The Peruvian securities laws establish, among other things, that an offer directed exclusively at institutional investors (as defined by Peruvian law) qualifies as a private offering. In making an investment decision, institutional investors (as defined

by Peruvian law) must rely in their own examination of the terms of the offering of the notes to determine their ability to invest in the Notes.

No offer or invitation to subscribe for or sell the notes or beneficial interests therein can be made in the Republic of Peru except in compliance with the securities law thereof.

Republic of Korea

The notes have not been and will not be registered under the Financial Investment Services and Capital Markets Act and the decrees and regulations thereunder (the "FSCMA") and the notes have been and will be offered in Korea as a private placement under the FSCMA. None of the notes may be offered, sold and delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except as otherwise permitted under the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (the "FETL"). For a period of one year from the issue date of the notes, any acquirer of the notes who was solicited to buy the notes in Korea is prohibited from transferring any of the notes to another person in any way other than as a whole to one transferee. Furthermore, the purchaser of the notes shall comply with all applicable regulatory requirements (including but not limited to requirements under the FETL) in connection with the purchase of the notes.

Singapore

This offering memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offering may not be circulated or distributed, nor may the notes be offered, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of SFA) or any person pursuant to Section 275(1A) of the SFA and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the notes are subscribed for under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, then securities or securities-based derivatives contracts (each term as defined in Section 2 (1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for six months after that corporation or that trust has acquired the notes under Section 275 of the SFA except: (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; (ii) where no consideration is or will be given for the transfer; (iii) where the transfer is by operation of law; (iv) as specified in Section 276(7) of the SFA; or (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Any references to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA (Chapter 289 of Singapore), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

This offering memorandum does not constitute an issue prospectus pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations and the notes will not be listed on the SIX Swiss Exchange. Therefore, this offering memorandum may not comply with the disclosure standards of the listing rules (including any additional listing rules or prospectus schemes) of the SIX Swiss Exchange. Accordingly, the notes may not be offered to the public in or from Switzerland, but only to a selected and limited circle of investors who do not subscribe to the notes with a view to distribution. Any such investors will be individually approached by the Managers from time to time.

United Kingdom

Each initial purchaser has represented and agreed that:

A. 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 FSMA) received by it in connection with the issue or sale of the notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Grupo Aval; and

B. 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.

Taiwan

The notes have not been, and will not be, registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan, the Republic of China ("Taiwan") and/or other regulatory authority of Taiwan pursuant to applicable securities laws and regulations and may not be sold, issued or offered within the Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Taiwan Securities and Exchange Act or relevant laws and regulations that requires a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or other regulatory authority of the Taiwan. No person or entity in Taiwan is authorized to offer, sell or distribute or otherwise intermediate the offering of the notes or the provision of information relating to this offering memorandum.

The notes may be made available to Taiwan resident investors outside Taiwan for purchase by such investors outside Taiwan for purchase outside Taiwan by investors residing in Taiwan, but may not be issued, offered sold or resold in Taiwan, unless otherwise permitted by Taiwan laws and regulations. No subscription or other offer to purchase the notes shall be binding on us until received and accepted by us or any agent outside of Taiwan (the "Place of Acceptance"), and the purchase/sale contract arising therefrom shall be deemed a contract entered into in the Place of Acceptance.

Relationships with the initial purchasers

In the ordinary course of business, the initial purchasers and their affiliates have provided, and may in the future provide, investment banking, commercial banking, cash management, foreign exchange or other financial services to us and our affiliates for which they have received customary compensation and may receive compensation in the future.

In the ordinary course of their various business activities, the initial purchasers and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve or relate to assets, securities and/or instruments of the Issuer or its affiliates (directly, as collateral securing other obligations or otherwise) and/or persons with relationships to the Issuer. If any of the initial purchasers or their affiliates has a lending relationship with us, certain of those initial purchasers or their affiliates routinely hedge, and certain other of those initial purchasers or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these initial purchasers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. Any such short positions could adversely affect future trading prices of the notes offered hereby. The initial purchasers and certain of their affiliates may also communicate independent

investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Settlement

Delivery of the notes is expected on or about February 4, 2020, which will be the fifth business day following the date of pricing of the notes. Purchasers who wish to trade notes prior to settlement may be required, by virtue of the fact that the notes initially will settle in T+5, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes prior to settlement should consult their own advisor.

Transfer Restrictions

The notes have not been registered and will not be registered under the Securities Act, any U.S. state securities laws or the laws of any other jurisdiction. In addition, the notes will not be registered under the Colombian National Registry of Securities and Issuers, as such, the notes may not be offered or sold to persons in Colombia. The notes have not been registered in the Cayman Islands and may not be offered or sold in the Cayman Islands except in compliance with the securities laws thereof.

The notes may not be offered or sold except pursuant to transactions exempt from, or not subject to, registration under the Securities Act and the securities laws of any other jurisdiction. Accordingly, the notes are being offered and sold only:

- in the United States to qualified institutional buyers (as defined in Rule 144A) in reliance on Rule 144A under the Securities Act; and

- outside of the United States, to certain persons, other than U.S. persons, in offshore transactions in reliance on Regulation S under the Securities Act.

Purchasers' Representations and Restrictions on Resale and Transfer

Each purchaser of notes (other than the initial purchasers in connection with the initial issuance and sale of notes) and each owner of any beneficial interest therein will be deemed, by its acceptance or purchase thereof, to have represented and agreed as follows:

(1) it is purchasing the notes for its own account or an account with respect to which it exercises sole investment discretion and it and any such account is either (a) a qualified institutional buyer and is aware that the sale to it is being made pursuant to Rule 144A or (b) a non-U.S. person that is outside the United States;

(2) it acknowledges that the notes have not been registered under the Securities Act or with any securities regulatory authority of any U.S. state or any other jurisdiction and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

(3) it understands and agrees that notes initially offered in the United States to qualified institutional buyers will be represented by a global note and that notes offered outside the United States pursuant to Regulation S will also be represented by a global note;

(4) it will not resell or otherwise transfer any of such notes except (a) to the Issuer, (b) within the United States to a qualified institutional buyer in a transaction complying with Rule 144A under the Securities Act, (c) outside the United States in compliance with Rule 903 or 904 under the Securities Act, (d) pursuant to another exemption from registration under the Securities Act (if available) or (e) pursuant to an effective registration statement under the Securities Act;

(5) it agrees that it will give to each person to whom it transfers the notes notice of any restrictions on transfer of such notes;

(6) it acknowledges that prior to any proposed transfer of notes (other than pursuant to an effective registration statement or in respect of notes sold or transferred either pursuant to (a) Rule 144A or (b) Regulation S) the holder

of such notes may be required to provide certifications relating to the manner of such transfer as provided in the indenture;

(7) it acknowledges that the trustee, registrar or transfer agent for the notes will not be required to accept for registration the transfer of any notes acquired by it, except upon presentation of evidence satisfactory to the Issuer that the restrictions set forth herein have been complied with;

(8) it acknowledges that the Issuer, the initial purchasers and other persons will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that if any of the acknowledgments, representations and agreements deemed to have been made by its purchase of the notes are no longer accurate, it will promptly notify the Issuer and the initial purchasers; and

(9) if it is acquiring the notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each account.

Legends

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 U.S. state securities laws. The holder hereof, by purchasing this note, agrees for the benefit of the issuer that this note or any interest or participation herein may be offered, resold, pledged or otherwise transferred only (1) to the issuer, (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 904 of Regulation S under the Securities Act, (4) pursuant to an exemption from registration 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.**
>
> **This legend may be removed solely at the discretion and at the direction of the issuer."**

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 U.S. 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.**
>
> **This legend may be removed solely at the discretion and at the direction of the issuer."**

The resale restriction periods may be extended, in the Bank's discretion, in the event of one or more issuances of additional notes, as described under "Description of the Notes." The above legends (including the restrictions on resale specified thereon) may be removed solely in the Bank's discretion and at the Bank's direction.

For further discussion of the requirements (including the presentation of transfer certificates) under the indenture to effect exchanges or transfers of interest in global notes and certificated notes, see "Description of the Notes."

Listing and General Information

1. Except as disclosed herein, there are no litigation or arbitration proceedings against or affecting Grupo Aval or any of its assets and Grupo Aval is not aware of any pending or threatened proceedings, which are or might reasonably be expected to be material in the context of the issuance of the notes.

2. Except as disclosed herein, there has been no adverse change, or any development reasonably likely to involve an adverse change, in the condition (financial or otherwise) or general affairs of Grupo Aval since December 31, 2018 (the end of the most recent fiscal year for which audited annual consolidated financial statements have been prepared) that is material in the context of the issuance of the notes.

3. For so long as any notes remain outstanding, copies of the indenture under which the notes will be issued may be inspected during normal business hours at the offices of each of the paying agent, the transfer agent and Grupo Aval's principal office, at the addresses listed on the inside back cover page of this offering memorandum.

4. For so long as any notes remain outstanding, copies of the following documents (together, where necessary, with English translations thereof) may be obtained during normal business hours at the offices of each of the paying agent, the transfer agent and Grupo Aval's principal office, at the addresses listed on the inside back cover page of this offering memorandum:

- the latest published audited year-end financial statements of Grupo Aval; and
- the by-laws of Grupo Aval.

5. The global notes representing the notes have been accepted into the systems used by DTC. The CUSIP and ISIN numbers, as applicable, for the notes are as follows:

Rule 144A notes CUSIP: 40053F AC2	Rule 144A notes ISIN: US40053FAC23
Regulation S notes CUSIP: G42045 AC1	Regulation S notes ISIN: USG42045AC15

6. The purchase agreement, the indenture and the notes are governed by the laws of the State of New York.

7. The notes will be traded in a minimum board lot size of U.S.$200,000 (or its equivalent in foreign currencies) as long as any of the notes are listed on the SGX-ST and the rules of the SGX-ST so require.

8. For so long as the notes are listed on the SGX-ST and the rules of the SGX-ST so require, a paying agent in Singapore will be appointed and maintained, where the notes may be presented or surrendered for payment or redemption, in the event that the global notes are exchanged for definitive certificated notes. In addition, in the event that the global notes are exchanged for definitive certificated notes, announcement of such exchange shall be made through the SGX-ST, and such announcement will include all material information with respect to the delivery of the definitive certificated notes, including details of the paying agent in Singapore.

Validity of the Notes

The validity of the notes and the guarantees will be passed upon for the Issuer and the guarantor by Davis Polk & Wardwell LLP, U.S. counsel to the Issuer and Grupo Aval, and by DLA Piper Martínez Beltrán, Colombian counsel to the Issuer and Grupo Aval.

Maples and Calder will pass upon certain matters of Cayman Islands law relating to the notes and the guarantees for the Issuer and Grupo Aval.

The validity of the notes and the guarantees will be passed upon for the initial purchasers by Simpson Thacher & Bartlett LLP counsel to the initial purchasers, and by Gomez-Pinzón Abogados S.A.S., Colombian counsel to the initial purchasers.

Independent Registered Public Accounting Firm

The consolidated financial statements of Grupo Aval Acciones y Valores and subsidiaries as of December 31, 2018 and 2017, and for each of the years in the three-year period ended December 31, 2018, 2017, and 2016 appearing in Grupo Aval Acciones y Valores, S.A.'s 2018 Annual Report on Form 20-F incorporated by reference in this offering memorandum, and the effectiveness of internal control over financial reporting as of December 31, 2018, have been audited by KPMG S.A.S., independent registered public accounting firm, as stated in their report appearing in Grupo Aval Acciones y Valores, S.A.'s 2018 Annual Report on Form 20-F incorporated by reference in this offering memorandum.

With respect to the unaudited condensed consolidated interim financial information for the periods ended September 30, 2019 and 2018, incorporated by reference herein, the independent registered public accounting firm has reported that they applied limited procedures in accordance with professional standards for a review of such information. However, their separate report included in the 2019 Interim Report on Form 6-K, and incorporated by reference herein, states that they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their report on such information should be restricted in light of the limited nature of the review procedures applied.

PRINCIPAL EXECUTIVE OFFICES OF

GRUPO AVAL ACCIONES Y VALORES S.A.
Carrera 13 No. 26A-47
Bogotá
Colombia

GRUPO AVAL LIMITED
P.O. Box 309, Ugland House,
Grand Cayman, KY1-1104, Cayman Islands

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM
KPMG S.A.S.
Calle 90 No. 19C-74
Bogotá
Colombia

LEGAL ADVISORS TO GRUPO AVAL AND GRUPO AVAL LIMITED

As to U.S. Law
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
U.S.A.

As to Colombian Law
DLA Piper Martínez Beltrán
Carrera 7 No. 71-21 Office 602
Bogotá
Colombia

As to Cayman Islands Law
Maples and Calder
P.O. Box 309, Ugland House,
Grand Cayman, KY1-1104,
Cayman Islands

LEGAL ADVISORS TO THE INITIAL PURCHASERS

As to U.S. Law
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
U.S.A.

As to Colombian Law
Gomez-Pinzón Abogados S.A.S.
Calle 67 No. 7-35 Office 1204
Bogotá
Colombia

TRUSTEE, NEW YORK PAYING AGENT, TRANSFER AGENT AND REGISTRAR
Deutsche Bank Trust Company Americas
60 Wall Street, 24th Floor
New York, New York 10005
U.S.A.

SINGAPORE LISTING AGENT
Allen & Gledhill LLP
One Marina Boulevard
#28-00
Singapore 018989

U.S.$1,000,000,000

4.375% Senior Notes due 2030

Joint Lead Book-Running Managers

Citigroup **HSBC** **J.P. Morgan**

January 28, 2020