

CURRENT ACCOUNT CREDIT CONTRACT WITH TRUST GUARANTEE CELEBRATED BETWEEN PARTY "SWELL FINANZAS EN MOVIMIENTO, S.A.P.I. DE C.V. SO.F.O.M. E.N.R", REPRESENTED IN THIS ACT BY MR. JESUS ROBERTO MARTINEZ OROZCO, KNOWN IN THIS ACT AS "CREDITOR", AND THE SECOND PARTY "ENTERPRISE NAME, LEGAL REGIME", REPRESENTED IN THIS ACT BY MR. (NAME LAST NAME), KNOWN IN THIS ACT AS THE "CREDITED", AND MR. (NAME LAST NAME) AS THE "GUARANTOR", FOR THE LAST PART MR. (NAME LAST NAME), BY OWN RIGHT, WHO WILL BE NOMINATED AS THE "SETTLOR" ALL OF THEM WITH LEGAL CAPACITY TO CONTRACT AND WHO ARE SUBJECT TO THE FOLLOWING STATEMENTS AND TERMS:

STATEMENTS

I. DECLARES THE "CREDITOR", through its legal representative that:

a) That it is a company duly constituted in accordance with Mexican laws, as recorded by public deed number 4,202 four thousand two hundred two, brought under the faith of the Attorney Jorge Ruiz Rodríguez, Notary public number 61 sixty one of Guadalajara, Jalisco and registered in the Public Registry of Property and Commerce of Guadalajara, Jalisco, under the electronic commercial sheet 59095*1 fifty and nine thousand ninety and five, asterisk, one.

b) Its domicile is located in Calzada Lázaro Cárdenas Avenue, number 3462, Colonia Chapalita, postal code 44500, in the city of Guadalajara in the State of Jalisco, and that its Internet address is www.swell.com.

c) That its Federal Taxpayer Register number is ASC101203DH2.

d) The legal powers of its representative at this event are contained in Public deed number **7,731** Seven Thousand Seven hundred Thirty-One dated 01 first of March 2019 two thousand nineteen, granted under the faith of the Attorney **Rafael Vargas Aceves**, Notary public number **114** one hundred **fourteen Guadalajara; Jalisco**, whose testimony is duly registered under electronic commercial sheet **59095*1** fifty-nine thousand ninety-five asterisks one, in the Public Register of Commerce of Guadalajara, Jalisco, which are in force, since they have not been modified or revoked in any way.

(e) That its social name was changed by Public deed number 8,496 eight thousand four hundred and ninety-six dated 21 twenty-one of the month of September 2015 two thousand fifteen before the faith of the Attorney Salvador Cosío Gaona, Notary Public Holder number 8 eight of Zapopan, Jalisco, registered under electronic commercial sheet 59095*1 fifty-nine thousand ninety-five asterisks one, in the Public Registry of Commerce of Guadalajara, Jalisco.

f) On July 25th, 2015 two thousand fifteen concluded contract to open current account with Banco del Bajío, S.A., Multiple Banking Institution, which was ratified in the faith of the Public Broker

number 25 in legal exercise in Estado de Jalisco, whose destination is the granting of refractionary loans to producers of the Pd1, PD2 and PD3 strata, under the program of operations with parafinance agents of FIRA regulations.

g) That considering the statements of THE CREDITED contained in this Agreement, is willing to grant you a CORRECT CREDIT ACCOUNT under the conditions described in this Agreement.

II. DECLARES THE "CREDITED", through its legal representative that:

a) That it is a company duly constituted in accordance with Mexican laws, as stated by public deed number (**deed number**) brought before the faith of the Attorney (Name of the Notary), Notary public number **## of (city, state)** and registered in the Public Registry of Property and Commerce of Federal District (currently Mexico City), under the electronic commercial sheet (number).

b) The legal powers of its representative at this event are contained in Public deed number (**deed number**) granted under the faith of the Attorney (**Name of the Notary**), Notary public number (**number**), (**City; state**), whose testimony is duly registered under electronic commercial sheet (**number**), in the Public Register of Commerce of (city, state), which are in force, since they have not been modified or revoked in any way.

c) Its domicile is located in _____, in the city of _____ in the State of _____.

d) That your Federal Taxpayer Registration number is **JSG140506P89**.

(e) THAT THE CREDITOR informed them of the Total Annual **Cost** of the credit contracted in terms of this instrument which form an integral part of this instrument, which is (**percentage**) % per year, for statistical and comparison purposes.

(f) That it states, under legal protest to tell the truth, that the documents and information provided for the analysis and study of the grant of credit is true and reflects that the resources with which you will pay the amount of the credit provided, are resources of lawful origin, so they disregard THE CREDITOR from any responsibility around the origin of the payment. In turn, there is no action or procedure, or threat thereof, against it or that may affect your estate to date.

(g) That they are interested in THE CREDITOR granting to THE CREDITED A CREDIT IN CURRENT ACCOUNT up to the amount of **\$\$,###,###.##** ("**amount in text**" Pesos **00/100 National Currency**), according to the guidelines mentioned below.

h) That the destination you will give to the credit will be exclusively for its Working Capital.

III. Declares THE GUARANTOR, in its own right that:

a) Is an individual person who has the capacity to enter into this Agreement and to assume and comply with the agreed obligations, and who claim to be:

(Name, Last name), a Mexican national, 38 years old, single, entrepreneur, with address at: (address).

b) That they state, under legal protest to tell the truth, that the documents and information provided for the analysis and study of the grant of credit is true and reflects that their resources are of lawful origin, so that they delineate THE CREDITOR from any responsibility around the origin of the payment. In turn, there is no action or procedure, or threat thereof, against it or that may affect your estate to date.

c) He has a legal interest in the conclusion of this Agreement on the basis that will benefit from the proceeds of the credit.

IV. Declares THE SETTLOR, in its own right that:

a) That is a natural person who has the capacity to enter into this Agreement and assume and comply with the agreed obligations, and who claims to be a legitimate owner of the property described below:

(GENERAL INFORMATION OF THE REAL PROPERTY, UNDERSTANDING OF THE FOLLOWING DIMENSIONS AND BOUNDARIES: (SPECIFIC DIMENSIONS AND BOUNDARIES).

Which, in the light of this Agreement, is referred to as the Real Property.

b) That the Real Property described is free of taxation, limitation of dominance, embargo or affectation and that it is not ceded, leased or committed in any way, except for the lien that it submits in favor of THE CREDITOR.

c) That there is no action or procedure, nor threat thereof, in your contract or that it may affect the Real Property.

d) That the Real Property described is free of taxation, limitation of dominance, embargo or affectation and that it is not ceded, leased or committed in any way, except for the lien that it submits in favor of THE CREDITOR.

Noting the parties, that the purpose of this Agreement, is to establish the general conditions to be observed for the granting of the Credit made available by THE CREDITOR in favor of THE CREDITED, in accordance with the following:

T E R M S

FIRST. - GLOSSARY OF TERMS. The following provisions, without the need for quotations, shall be used in this Agreement and shall have the following meanings, which shall be equally applicable in the singular as in the plural:

"Contract Cover Sheet" means the front sheet of this Agreement signed by the parties setting out a summary of the terms and conditions that apply to this Agreement of Wills.

"Annex A" means the glossary of the articles of the General Law on Titles and Credit Operations, General Law of Commercial Companies, Commercial Code and/or in its default Federal Civil Code and/or Civil Code of the State of Jalisco that pertain to the obligations of THE CREDITOR and/or THE CREDITED in accordance with this Agreement.

"Credit" means the amount stipulated in the second clause, made available to THE CREDITED by opening current account credit, and which is opened in accordance with the First Section dealing with the Opening of Credit and the Second Section dealing with the Current Account Credit, Title IV of the Credits, and specifically Article 291 to 310 of the General Law on Credit Titles and Operations.

"Total Annual Cost and/or CAT" means the Total Annual Cost of Financing expressed in annual percentage terms that, for informational and comparison purposes, incorporates all the costs and expenses inherent in the Credits, which the Credit Institutions, in terms of the provisions of Circular-Telefax 21/2009 issued by the Bank of Mexico and modified through the diverse Circular-Telefax of September 03, 2009, as of September 4, 2009, must calculate and include in the information, and /or propaganda that they offer to the interested public according to the different credit or financing/financial products, as well as in the respective contracts that they sign for this purpose, as is the case indicated in this Agreement.

"Guaranteed Obligations" means all payment obligations, to do or not to do, and other related to the performance of this Agreement by THE CREDITED and/or THE G GUARANTOR and/or THE SETTLOR.

"Value Added Tax and/or I.V.A. (For its spanish acronym)" means, the Value Added Tax, which pursuant to Section 15, fraction X, subparagraph (b) of the Value Added ¹Tax Act is required to tax natural persons who do not engage in business activities.

"Business Day" means, any day of the week, except Saturdays and Sundays and public holidays, in terms of the calendar annually published by the National Banking and Securities Commission in the Official Journal of the Federation.

"Promissory Note" means the verification documents for the purpose of documenting the provision of the credit and which THE CREDITED MUST subscribe in the terms established in article 170 of the General Law on Titles and Credit Operations.

¹ The content of that article appears in glossary in Annex A.

"Guaranteed Obligations" means all payment obligations, to do or not to do, and other obligations relating to the performance of this Agreement.

"Funding Source" means, any person who is legally authorized to grant any credit, financing or discount line to THE CREDITOR to fund the amount displayed in this Agreement.

"Trusts Established in Relationship with Agriculture and/or FIRA (For its Spanish acronym)" means, the Trusts Instituted in Relation to Agriculture held by Banco de México in its capacity as Trustee for the creation of a credit support fund whose purpose is to finance any lawful economic activity carried out in the rural milieu and which favors the generation of jobs and economic reactivation.

"Does not apply and/or N/A" means that information to which the provision refers does not exist or is not required in the Credit.

"Real Property" means the Real Property described in point IV, subparagraph (a) of THE SETTLOR statements which guarantees the claim.

"Irrevocable Guarantee Trust" means, the Trust in Guarantee under which, THE CREDITED irrevocably transfers the "Real Property" to those who are stipulated in the Guarantee Trust from which this Agreement is adhered, to guarantee with them and/or with their products, compliance with the Guaranteed Obligations at their expense, and in which the beneficiary is designated as a beneficiary first of all upon termination of this Agreement, the Warranty Obligations and the derived from this Agreement.

"National Commission for the Protection and Defense of Financial Services Users and/or CONDUSEF (For its Spanish acronym)" means, the Government Commission of the Mexican State that acts as an advocate for users of any type of financial services in Mexico, and being that its main mission is to promote and disseminate financial education and transparency.

Regardless of the above precepts, any meaning of accounting precepts shall be defined by the Financial Reporting Standards, known as NIF, which are issued by the "Consejo Mexicano de Información Financiera, A.C."; and/or where appropriate, to what is defined in Bulletins of the Generally Accepted Accounting Principles, known as PCGA, which are issued by the "Comisión de Principios de Contabilidad del Instituto Mexicano de Contadores Públicos, A.C."

SECOND. - OPENING OF CREDIT IN CURRENT ACCOUNT. By virtue of this Contract, THE CREDITOR establishes in favor of THE CREDITED, a REVOLVING LINE OF CREDIT IN CURRENT ACCOUNT up to the amount of \$--'---,----.-- (**Amount in text Pesos 00/100**

National Currency). The credit granted does not include interest, expenses, commissions, fees and any other disbursement, which in accordance with the provisions of this Contract must be covered by THE CREDITED.

The credit is granted in current account, in accordance with articles 291 to 310 of the General Law on Titles and Operations of Crédito².

In accordance with Article 87, subsection F of the General Law on Auxiliary Credit Organizations and Activities, this Agreement accompanied by the certification of the statement by the counter of LA CREDITORE, is a commercial enforceable title, and does not require recognition of signature or any other requirement.³

The statement shall contain the data on the identification of this Agreement, the amount of the income determined; unpaid overdue income; outstanding income to be won; income variability applicable to income that can be determined for each payment period; moratorium interest generated; the interest rate applicable to default interest, and the amount of accessories generated.

THIRD. - TERM OF THE CREDIT. THE CREDITED PARTY. May dispose of this credit up to the amount indicated in the first clause of the present legal act within a period of disposition that will expire on the day (last possible date of disposition, 12 twelve months before the contract expiration date) and will be made subject to the possibilities and availability of THE CREDITOR, through the subscription of one or several promissory notes in favor of THE CREDITOR, and whose due dates may not exceed the term of maturity of this credit, they must contain the characteristics indicated in article 170 of the General Law of Securities and Credit Operations, which represent the disposition(s) made of the credit THE CREDITED and whose delivery(s) will not be considered as payment. THE CREDITED STATE expressly authorizes THE CREDITOR to assign, negotiate, discount and rediscount the promissory notes derived from this credit, without implying any responsibility for THE CREDITOR.

For each provision made by THE CREDITED STATE, it must subscribe a commercial promissory note, to the order of THE CREDITED STATE, up to the amount of the amount drawn down and in accordance with the terms of this Contract. This promissory note must also be signed by the GUARANTOR. The promissory note(s) shall constitute proof of the disposition of the credit.

For each provision made by THE CREDITED STATE, it must subscribe a commercial promissory note, to the order of THE CREDITED STATE, up to the amount of the amount drawn down and in accordance with the terms of this Contract. This promissory note must also be signed by the SOLIDARITY

² The contents of those articles appear in glossary in Annex A.

³ The content of that article appears in glossary in Annex A.

OBLIGATORS in their capacity as guarantors. The promissory note(s) shall constitute proof of the disposition of the credit.

Such promissory notes shall be of a causal type and consequently do not constitute novation, modification or extinction of the obligations that THE CREDITOR has contracted in favor of THE CREDITOR in this Contract. THE CREDITOR is empowered to assign, discount or negotiate the promissory notes in the manner and terms that best suits its interests, expressly authorizing THE CREDITED and, where appropriate, THE SOLIDARY OBLIGATORS to THE CREDITOR, in accordance with the provisions of Article 299 of the General Law of Securities and Credit Operations.

If for any reason this Contract is terminated, in the same terms THE CREDITOR or its holder may give up in advance the promissory notes proving the disposition made.

FOURTH. - CREDIT DESTINATION. THE CREDITED undertakes to allocate the amounts that it has arranged, under this Contract, exclusively as **Working Capital**.

FIFTH. - CREDIT PROVISIONS. THE CREDITED, undertakes to refund the amount of the credit granted to it, as well as to pay the interest, benefits, expenses and commissions stipulated in the terms of this Agreement to THE CREDITOR, in accordance with the provisions made of this credit by subscribing to the corresponding promissory notes of disposition, subject to the dates of payment thereof.

This Agreement shall be paid in full, both for principal reasons and for its interest and other expenses which may be incurred by **(Expiration date)**.

SIXTH. - COMMISSION, CAPITAL, INTERESTS ORINORARIOS AND MORATORIOS. THE CREDITED and/or THE GUARANTOR must pay in favor of THE CREDITOR without prior request:

(a) A credit opening fee of --,--% **(percentage in text)** should be available only at the time of signature of this instrument; this is independent of the credit granted.

(b) A --,---% **provision fee (percentage in text)**, payable for each provision and at the time of each provision; this is independent of the credit granted.

(c) The payment of **ordinary interest at a fixed annual interest rate of --,--% (percentage in text)** on insolute balances; calculated from the day following each arrangement to the payment of the firstto depreciation, dividing the applicable interest rate between 365 three hundred and sixty-five days (or 366 hundred and sixty-six if the year is leap), multiplying the result thus obtained by the number of days included in the period of calculation and the product obtained is multiplied by the

amount of the provision made by THE ASE, is payable on a monthly basis on the --th (payment day) of each month.

From the next period, they will be calculated by dividing the applicable interest rate between 360 three hundred and sixty days, multiplying the result thus obtained by 30 thirty days and the product obtained will be multiplied by the amount of the insolute balance at the time of the Calculation.

d) In the event that at the expiry date of the agreed period for the settlement of the provisions from the credit granted or the monthly payments agreed, payment of such concepts has not been made, THE CREDITED undertakes to pay the CREDITOR, a default interest equivalent to multiplying the ordinary rate of the corresponding month by the factor of 3, on insolute balances.

Both default interest and commissions must be added with the corresponding Value Added Tax, if it is generated on them.

SEVENTH. - FOR THE PAYMENT OF INTEREST, COMMISSIONS AND EXPENSES. Notwithstanding the provisions of clause six on interest, amortizations, expenses and commissions, THE CREDITOR may grant THE CREDITED additional financing for the payment of such interest, so they will be subject to the terms and conditions set out in this clause, on the understanding that the total amount of interest accrued will accrue to the main fortune on the date of payment of the same, becoming part of the interest calculation base of the following month and so on until it occurs maturity of the principal or an advance recovery, so the total amount generated on the occasion of such additional financing shall be payable in conjunction with the principal fate of the provision of the credit in question. THE CREDITED requests and empowers THE CREDITOR from this moment to grant you the additional financing for the payment thereof referred to in clause six, accepting the terms and conditions referred to therein.

EIGHTH.- PAYMENT METHOD. The parties agree that the payment of the capital and interest, as well as any other concept to be made by THE CREDITED under this instrument, is made in any of the following ways:

1.- With **nominative checks** in favor of THE CREDITOR, which must be delivered to the address of THE CREDITOR, which will be received under the modality of "EXCEPT GOOD COLLECTION", in accordance with Articles 7 and 193 of the General Law on Titles and Credit⁴Operations. In the case of payments made by cheque, the following rules will be followed: I) **If the check delivered is charged to the financial institution called BBVA BANCOMER Bank, the payment will be credited the same day that the ASIGN is delivered, provided that it is delivered in bank business day and time; otherwise it will be deemed paid the next business day; and II) If the check delivered belongs to another different banking institution, payment shall be credited on the business**

⁴ The content of those articles appears in glossary in Annex A.

day following the day on which it is delivered, provided that it is delivered in a bank business day and time; otherwise it will be deemed paid on the second business day following the day of delivery.

2.- Through cash bank deposits or electronic funds transfers, to the account number 0108309752, of the Banking Institution called BBVA Bancomer Bank, whose CLABE is 0123220001083097529, which is in the name of SWELL

3.- By automatic collections to the account number 0108309752, whose CLABE is 0123220001083097529, which is in the name of THE CREDITOR made by the Banking Institution named BBVA Bancomer Bank in favor of SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANONIMA PROMOTORA DE INVERSION DE CAPITAL VARIABLE SOCIEDAD FINANCIERA DE OBJETO MULTIPLE ENTIDAD NO REGULADA for this Agreement.

In the case of payments by electronic means, the respective payment shall be deemed to have been made in accordance with the following: I) If made through the Interbank Electronic Payment System (SPEI), it shall be credited the same day that the transfer is made, II) If made by electronic funds transfer (TEF), it shall be credited the following business day. Likewise, in payments made by deposit or through the use of electronic means, the tab(s) and/or proof(s) of the respective movement will make the times of the receipt, so THE CREDITOR will have no obligation to issue additional receipts for the amounts paid by such routes.

NOVENA.- FORM OF APPLICATION OF PAYMENTS. Where there are outstanding deeds due in accordance with this instrument, and THE CREDITED makes partial credits, these shall be applied in the following order: I) Value Added Tax on interest caused, in the event that it is caused II) Moratory Interests; III) Ordinary Interest, and IV) Amortization of capital or money granted in credit.

TENTH.- ADVANCE PAYMENTS. THE CREDITED, after the first 12 months of the validity of this Agreement and, until before the date of termination of the same, may settle the insoluble balance of the total amount financed, covering a conventional penalty of 10% on the aforementioned insoluble balance; for which you must:

a) Request in writing from THE CREDITOR, ten business days before the date of payment, its approval to be able to make the advance payment.

b) THE CREDITOR, upon receipt of such request, must inform THE CREDITED, within five working days, whether or not it proceeds and the causes that cause that result.

c) In case of approval, THE CREDITOR must inform THE CREDITED of the insoluble balance of the capital to be covered by it, including any amount that is obligated for its corresponding payment.

d) Once the advance payment has been made, THE CREDITOR will provide the CREDITED with the proof of payment that corresponds and proceed in accordance with the provisions of clause Tenth of this Contract.

This payment may be made only on the due dates indicated for the payment of the rents fixed in this Agreement, provided that THE CREDITED is current in the payment of the rents, their interest, insurance, holdings and any other payment to which it is bound by this Agreement.

ELEVENTH. - ADVANCE PAYMENTS. THE CREDITOR may receive from THE CREDITED the advance payment of the fixed rents, that is, the amount of the following immediate income that is not yet due and are not enforceable, in order to apply such payments to cover the following periodic income, without applying any punishment, commission or penalty. Being THE CREDITOR obliged to issue to THE CREDITED A payment receipt for each of the payments or advance rents.

TWELVETH. - TOTAL ANNUAL COST. THE CREDITOR made known prior to its signature, the contents of this Agreement and the documents that form an annex to it, together with its legal provisions, its abbreviations, its amounts and / or its expenses that are generated by its celebration and operation, the rights as a partner of THE CREDITOR to which it has access, as well as the Total Annual Cost (C.A.T. "For its Spanish acronym") amounting to the ---,---% (percentage in text) annual before tax and which is expressed in annual percentage terms which, for informational and comparison purposes, incorporates all the costs and expenses inherent in the applicable credits in the event that the amount of the credit is less than the equivalent of 900,000 Investment Units in accordance with the applicable Bank of Mexico provisions .

C.A.T. ---,---% (percentage in text) annual before taxes.
For informational and comparison purposes.

THIRD. - INSURANCE. THE CREDITED is obliged to take out insurance against damage of comprehensive coverage with advance payment of the insured sum, which will cover the risks against fire, tremor, explosion, hurricane, cyclone, stormy winds in the case of real estate; and, where appropriate, comprehensive coverage insurance of movable property that guarantees this credit. It also instructs and empowers THE CREDITOR to take care of it, if it deems it necessary or appropriate, to contract and maintain in force such insurance.

Such insurance shall be obtained in favor of THE CREDITOR so that, in the event of any claims covered by the insurance, the amount of the corresponding compensation covers what is due for the credit and its accessories. The corresponding policies must be kept by THE CREDITOR.

THE CREDITED shall reimburse THE CREDITOR for the payment made by the CREDITOR of the premiums of the aforementioned insurance, and if it does not cover these, interest will be caused in favor of THE CREDITOR, for the amounts that it has paid, at the rate of default interest that e n this contract are agreed.

The obtaining of the insurance referred to in this clause and the corresponding payment of the aforementioned premiums is mandatory for THE CREDITOR, so it does not constitute any obligation or liability under its charge.

The guarantees incorporated in this instrument will also cover the sums paid by THE CREDITOR under the terms of this clause.

THE CREDITOR assumes no responsibility, if for the increase in the value of the destructible part of the goods granted in collateral or for any other reason, the value of the insurance is not sufficient to replenish or respond to the damages caused by the claim.

It will not be necessary to take out damage insurance in respect of those real estate subject to the guarantee consisting of house room or on land without construction.

FOURTEENTH. - OBLIGATIONS TO DO AND NOT DO. During the term of this Agreement and as long as there is a balance under it, THE CREDITED AND THE GUARANTOR are obliged to comply with the following:

I.- OBLIGATIONS TO DO.

- a) Inform THE CREDITOR in writing of any change of address within 10 calendar days from the date of this.
- b) Provide documentation that proves the destination of credit.
- c) THE CREDITED y undertakes to keep in order and to date the documents of the good granted in guarantee, as well as cover the taxes and duties that correspond.
- (d) To take out on your own comprehensive insurance on the assets constituting the specific guarantee of the credit agreements referred to in the previous point, in which THE CREDITOR is irrevocably awarded as the sole beneficiary, in the terms of clause THIRDDTH of this instrument.

During the term of this Agreement and as long as there is a balance under it, THE CREDIT AND THE GUARANTOR(S) are obliged not to be able to do the following:

II.- OBLIGATIONS NOT TO DO.

- a) Take on debts of any other kind that could affect your payment commitments against THE CREDITOR.
- b) THE CREDITED Will refrain from setting up mortgages or any other actual collateral and/or taxing in any other way on its assets and granting guarantees to third parties (bonds or guarantees).
- c) Grant personal guarantees (bonds, guarantees or be held jointly and severally), without having the written consent of THE CREDITOR.
- d) Make loans to affiliates or third parties without the written consent of THE CREDITOR.
- (e) Merge, split or consolidate with other companies.

FIFTEENTH. - EARLY MATURITY. In addition to cases required by law, THE CREDITOR may give up in advance the period for payment of the debit and demand full payment of the main luck, the interest accrued and insolute that they apply and the other amounts to be paid to it under this Agreement, in any of the following cases:

- a) If the data provided in the information or documents submitted to THE CREDITOR by THE CREDITED and/or by THE GUARANTOR(S) are false.
- b) If THE CREDITED does not pay in full and time two or more of the monthly repayments to which this Agreement is bound, whether consecutive or not.
- c) If THE CREDITED allocates the credit resources for purposes other than those stipulated in this Agreement.
- d) If THE CREDITED Does not pay in full and time the taxes or duties caused by the mortgaged property.
- e) Not to pay the CREDITOR the amount covered by it on its own account, in the cases and for the concepts stipulated in this Agreement.
- (f) If the property granted as collateral is the subject of seizure, enforcement or limitation, affectation or taxation, decreed by any authority and which are later than the date of signature of this instrument.
- g) If THE CREDITED assigns the use or possession of the property, under any title, during the term of this Agreement, without the prior written permission of THE CREDITOR.
- (h) If requested in relation to THE CREDITED, the judicial declaration of commercial competition, or a strike procedure is followed against it, as well as in the event of the initiation of a

domain extinguishing procedure, or an expropriation procedure on the mortgaged property is initiated.

(i) If the Real Estate, if necessary, was not legally constituted in favor of THE CREDITOR which it should be done at the time of subscription of this Agreement.

(j) If THE CREDITED Does not take out the insurance referred to in the THIRTEENTH clause of this Agreement.

(k) The death, dissolution or permanent total or partial disability suffered by THE CREDITED Or any of THE GUARANTOR(S).

l) If THE CREDITED does not submit the information that THE CREDITOR requested at any time until the expiration of this instrument.

(m) If any statement issued or information provided to THE CREDITOR is false or inaccurate and that in the opinion of THE CREDITOR is important.

n) If the majority shareholders cease to own (directly or indirectly) most of the shares representative of the share capital of THE CREDITED.

o) In case of breach of any of the obligations under this Agreement by THE CREDITED.

SIXTEENTH. - MODIFICATIONS TO THE CONTRACT. THE CREDITOR shall notify THE CREDITOR of the modifications intended to make to this Agreement, as well as to any of its annexes that form an integral part of it, at least 30 calendar days prior to the entry into force of such modifications, notification that will be made directly to THE CREDITED under any means designated by the latter (email, at the branch window or at home) taking as a means the first order of notice receipt, which shall be carried out at the address described in this Agreement, which is reproduced as if it were inserted into the letter, a document containing the multi-mentioned modifications in a simple and concise manner as well as the date on which they shall enter into force.

In the event that THE CREDITED does not agree with the modifications, it shall have an unrepeatable period of 30 calendar days, counted from the notification of the notice indicated in the preceding paragraph, to request the early termination of this Agreement, the timely and formal submission of a written request at any branch or at the offices of THE CREDITOR is sufficient to do so. THE CREDITOR must provide the User with an acknowledgement of receipt, confirmation key or folio number having to ascertain the authenticity and veracity of the identity of the user who makes the request for the respective termination, for which, THE CREDITOR must confirm the User's data personally or by any other technology or means. For the purposes that THE CREDITOR may grant the early termination of

this Agreement THE CREDITED shall cover the deferred or obligations previously acquired and relating to this Agreement.

Once the period indicated in the preceding immediate paragraph has elapsed without THE CREDITOR having received any communication from THE CREDITED, the amendments to the Contract will be accepted.

SEVENTEETH. - APPLICATION OF EARLY TERMINATION. THE CREDITED may request the early termination of this Agreement, with the provision of a written request in any branch or at the offices of THE CREDITOR, or by telephone or any other technology or means that has been agreed with the Users. THE CREDITOR must provide the User with an acknowledgement of receipt, confirmation key or folio number and must be ascertained of the authenticity and veracity of the identity of the user who makes the request for the respective termination, for which, THE CREDITOR must confirm the User's data personally, by telephone, or any other technology or means.

A) THE CREDITED shall:

I. Cancel the Means of Provision linked to this Agreement on the filing date of the application, provided that no outstanding deeds exist. THE CREDITED must deliver these or manifest in writing and under protest of telling the truth, that they were destroyed or that it does not have them, so it will not be able to make any provision from that date;

II . Reject any provision that intends to be made after the cancellation of the means of disposal. Consequently, no additional charges may be made from the time the cancellation is made, except as already generated;

III. Cancel, without your responsibility, direct debit services on the date of the termination request, regardless of who retains the authorization of the applicable charges;

IV . Refrain from making the termination of the Accession Agreement conditional on the return of the contract held by THE CREDITED, and

V. Refrain from charging THE CREDITED commission or penalty for the termination of the Contract, except for those obligations previously acquired.

B) Regardless of the type of termination of the Contract (anticipated or for having fulfilled the object for which it was signed) THE CREDITOR shall:

I.- Terminate the Contract on the business day following the one on which they receive the request, provided that there are no deeds. Otherwise, THE CREDITOR, no later than the business day following the receipt of the request, will notify THE CREDITED AND within five working days of your request will make available

this data, at the address of THE CREDITOR and / or, if there are other branches, the one chosen by THE CREDITED., and once the deputies have been settled, the Contract will be terminated.

II. Deliver the balance, if any, on the date the transaction is terminated;

III. Make available to THE CREDITED, within ten working days after the payment of the deputies has been made or on the next cut-off date, the statement or document on which the end of the contractual relationship and the absence of debts derived exclusively from such relationship have been made. THE CREDITOR shall report to credit information companies that the account is closed without any deal within the period indicated by the Law to Regulate Credit Information Companies for this purpose.

EIGHTEENTH. - TAXES, COSTS, EXPENSES AND TIMES. The parties establish that the costs, expenses and fees arising from the granting of the credit, its compliance and/or the documents related thereto will be at the expense of THE CREDITED.

Also that all kinds of taxes that cause the granting of the credit recognized here, will be on behalf of THE CREDITED. Likewise, THE CREDITED undertakes to remove in peace and safe the CREDITOR with respect to any proceedings related to taxes that may arise from the granting of the credit, even after the termination of this Agreement.

NINETEENTH. - GUARANTOR(S). THE OBLIGATORY ARE obliged in favor of THE CREDITOR in a solidarity and unlimited manner to comply with the obligations guaranteed in this Agreement, both those who are in their charge and those in charge of THE CREDITED, thus becoming THE GUARANTOR(S)S into direct debtors of it, and waiving to invoke for this purpose and as soon as it can favor them with the provisions of the 1989 of the Federal Civil Code and its correlative of the State of Jalisco, for the total amount of the credit granted, plus its accessories, conventional penalties, and other erogations to which they have been committed.⁵ In addition, THE GUARANTOR(S) shall be obligated in solidarity and unlimitedly to comply with all obligations under THE CREDITED arising from any modification to this Agreement in accordance with clause SIXTEENTH On Modifications to the Contract.

In case of subscribing promissory notes as a Document Of Proof of the provisions of the credit, it is obligated to endorse such promissory notes, thus becoming THE GUARANTOR(S)S OF THE CREDITED.

Thus, the endorsers, the obligatory solidarity or the co-accredited are obliged to comply with all the Guarantee

Obligations in charge of THE CREDITED in clause Fourteen thyshing on the Obligations of Do and Not To Do, and additionally undertake not to incur in any of the assumptions of the Clause Tenth Fifth on Early Expiration, in the intelligence that all references to the a.e. Solidarity. THE CREDITOR may require the provisions of this clause in terms of the provisions of Articles 1987 and 1988 and relating to the Code "Federal Civil Code", or its correlatives of any State of The Mexican Republic.

Finally, the endorsers, the obligated solidarity or the co-accredited will be liable as principal lyforced for the total payment against THE CREDITOR.

TWENTY. - WARRANTY. To ensure the timely and preferential payment of all obligations arising from this Credit Agreement, such as but not limited to capital payment, ordinary interest payments, payment of default interest, expenses and commissions, this Credit Agreement shall be guaranteed with: **TRUST GUARANTEE.**

The timely and preferential payment of all obligations arising from this Agreement, such as but not limited to payment of capital, payment of ordinary interest, payment of arrears, expenses and commissions, this Credit Agreement, shall be guaranteed with the IRREVOCABLE WARRANTY FIDEICOMISO formalized in public deed detailing the obligations guaranteed and in which the property of the Real Property is transmitted as described below:

(GENERAL INFORMATION OF THE REAL PROPERTY, UNDERSTANDING OF THE FOLLOWING DIMENSIONS AND BOUNDARIES: (SPECIFIC DIMENSIONS AND BOUNDARIES).

The Real Property subject to the guarantee shall be subject to the following rules:

- 1.- THE CREDITED shall deliver to THE CREDITOR the original invoices covering the investment made before the first provision of this chapter.
- 2.- In the terms of article 329 of the General Law on Titles and Credit⁷ Operations, the company is designated as depositary of the same to THE CREDITED, without the right to receive fees, who is received of such goods and is responsible for civil and criminal liability referred to in that legal provision.
- 3.- Take out on your own comprehensive insurance on the assets that constitute the specific guarantee of the credit agreements referred to in this point, as set out in Clause Three third of this Instrument.

⁵ The content of those articles appears in glossary in Annex A.

⁶ The content of that article appears in glossary in Annex A.

⁷ The content of those articles shall appear in glossary in Annex A.

4.- THE CREDITED shall immediately notify **THE CREDITOR** of any harmful event that could result in the reduction of the guarantee, in order to replenish them in the same proportion.

TWENTY-FIRSTH. - PERMANENCE OF THE WARRANTIES. The guarantees shall remain as such, shall be indivisible and shall survive in full until the amount of the credit granted herein and its accessories is paid in full and, and shall not be grounds for termination thereof, nor may the guaranteed obligations be deemed to have been guaranteed or replaced if additional time limits are granted, and the parties agree that there will be no reduction in guarantees for the reduction in the amount of the credit.

TWENTY-SECOND. - INSUFFICIENT WARRANTY. If the guarantees granted are insufficient to guarantee the credit and its legal consequences, **THE CREDIT, THE GUARANTOR(S)** and **THE FIDEICOMITENT** shall constitute additional guarantee to the satisfaction of **THE CREDITOR**, in the terms of numerals 2,534 and 2,535 of the Civil Code of the State of⁸Jalisco.

TWENTY-THIRTH. - CONVENTIONAL DOMICILIUMS. For all purposes of this Agreement, the parties designate as conventional domiciles the following:

LA CREDITOR: Calzada Lázaro Cárdenas no mero3462, Colonia Chapalita, Postal code 44500, in the city of Guadalajara in the State of Jalisco.

THE CREDITED: Complete address/domicile.

THE GUARANTOR(S) AND/OR THE SETTLOR: Complete address/domicile.

TWENTY-FOURTH. - STATEMENTS AND MOVEMENTS. THE CREDITOR shall issue a statement on a monthly basis, which will contain in detail the transactions carried out under this Agreement, which will be sent by email to THE CREDITED.

THE CREDITED may at any time carry out inquiries of balances, transactions and movements, by telephone, electronic mail or at the offices of **THE CREDITOR**, located at the address indicated in the Declarations section of this Agreement.

TWENTY-FIFTH. - DEVIATION FROM CREDIT DESTINATION. In the event that **THE CREDITED**. Does not comply with the provisions of the Fourth Clause on the Destination of Credit, diverting some or all of the resources from this credit to objectives not provided for in the same clause, or does not present to the satisfaction of **THE CREDITOR**, the proofs of the investment made, then **THE CREDITED** will be obliged to cover **THE CREDITOR**", for the purpose of conventional punishment of **20% (twenty percent)**

All of the above without prejudice to the right of **THE CREDITOR** to give up in advance the deadlines granted in this Agreement to **THE CREDITED** and a make it immediately enforceable the refund of the insolute balance of credit, more interest and accessories arising from the same operation.

TWENTY-SIXTH. - ASSIGNMENT OF RIGHTS AND OBLIGATIONS. **THE CREDITOR** may transmit, assign or negotiate this Document, including its Annexes and/or promissory notes that, if applicable, are subscribed as proof of the provisions. In the event of the transfer of rights and obligations, the transferee will be entitled to the same rights and benefits as it would have if it were **THE CREDITOR**.

Furthermore, **THE CREDITED** may not assign its rights and obligations under this Agreement, without the prior written consent of **THE CREDITOR**.

TWENTY-SEVENTH. - RESTRICTION AND DENUNCIATION. As long as **THE CREDITED HAS** not disposed of the full amount of the Credit, **THE CREDITOR** expressly reserves the right to restrict the amount of the credit, as well as the period in which **THE CREDITED** has the right to make use of it or both at the same time.

Secondly, **THE CREDITOR** may at any time, in terms of Article 294 of the General Law of Credit Instruments and Transactions, denounce the present Contract, by simple notice given to **THE CREDITED** in writing, in which case' the latter shall deliver to **THE CREDITOR** within 30 days following the notice of denunciation, the amount of the unpaid balances of the principal of the credit, plus interest, commissions, expenses and other accessories.

TWENTY-EIGHTH. - COMPETITION. This Agreement shall be governed by and construed in accordance with the commercial law applicable in the United Mexican States, and failing that in accordance with the Federal Civil Code and/or its correlative of the State of Jalisco.

For all the interpretation and performance of this Agreement, the parties submit to the Competent Courts of the First Judicial Party residing in the City of Zapopan, Jalisco; waiving any other jurisdiction that, on the occasion of their domicile, present or future, may correspond to them.

TWENTY-NINETH. - FUNDING SOURCE. The parties agree that this credit may be financed from resources from institution of the Mexican financial system , who in turn may obtain the resources of the TRUSTS INSTITUTED WITH RELATIONSHIP TO AGRICULTURE (FIRA), for which "THE CREDITED" acknowledges that this Agreement will comply with the following conditions: 1. That in the investment project will be complied with the legal order, and environment improvement; protection of natural areas, wildlife and aquatic

⁸ The content of those articles appears in glossary in Annex A.

flora and fauna; the rational use of natural elements; forecasting and controlling air, water and soil pollution; as well as the other provisions of the General Law on Ecological Balance and Environmental Protection. 2. "THE CREDITED" may make advance payments or advance payments, as stipulated in Clauses Tenth and Tenth First. 3. "THE CREDITOR" and/or institution of the Mexican financial system and/or FIRA and/or SAGARPA may at any time carry out inspections of the goods purchased on the occasion of this credit, to require balance sheets or accounting statements and to request data or documents, in order to ensure the correct application and use of the credit, being obliged "THE CREDITED" to grant the necessary facilities to verify the proper functioning of your company and keep in service conditions your machinery, equipment and all the elements of production, as well as to have at the disposal of "THE CREDITOR" the proofs of the investments made with the amount of the credit. 4. In the event that the resources obtained are diverted to objects not provided for in the investment programme or the information is distorted, providing qualitative or quantitative documentation that is apocryphal, incomplete or altered or does not have the documents proving the application of the credit in the manner agreed in this Agreement or, no of them is duly satisfied, they will be obliged to (i) refund the total amount of the sums arranged insolveuous to the date on which FIRA and/or any institution of the Mexican financial system request the ransom or request the cancellation of the credit granted; (ii) to cover a conventional penalty equivalent to multiplying by 3 three, the ordinary interest rate provided for in the SEVENTH Clausula e of this Agreement, according to the fixed or variable interest rate with retroactive effect to the recount date, deducting the ordinary interest paid. 5. In the event that the payment of the insolut balance of his credit is made in advance, after a visit of supervision and this is unfavourable, it is considered that there was diversion of resources, misrepresentation of information or breach of conditions, "LCREDITORE" reserves the right to proceed in accordance with what was agreed in the previous paragraph. "THE CREDITED" is required to have, at the disposal of "THE CREDITOR", the proof of the investments that you made with the amount of the credit. 6. In case of having made contributions to establish a source of payment in favor of the source of anchoring, "THE CREDITED" accepts that their contributions are jointly and severally liable for the obligations of "THE CREDITOR" arising from the credit agreement referred to in subparagraph (c) of Declaration I First, until they are fully covered.

THIRTYTH. - CREDITING INFORMATION. THE CREDITED AND THE OBLIGATORY EXPRESS SHALL expressly and irrevocably express that THE CREDITOR request sof the National Credit Information Company(s) or Foreign Credit Company(s), which it deems necessary, all information relating to its credit history. Likewise, THE CREDITOR is authorized to conduct periodic reviews and provide credit history information to

such company(s) it deems necessary, in terms of the Law to Regulate Credit Information Companies.

THIRTY -FIRST. - ACLARATIONS, NONCONFORMITIES AND COMPLAINTS. In the event that THE CREDITED has any clarification, non-conformity or complaint regarding the movements of its statement, it may file its clarification or complaint in writing through any branch of THE CREDITOR or through the specialized customer service unit, within 90 and ninety calendar days after the completion of the operation with which it is not agreed or the date of court.

THE CREDITOR will acknowledge receipt of such request and provide you with the information sheet number of attention, requesting the documentation and information necessary for the processing of the application, on the understanding that THE CREDITOR reserves the right to cancel the folio assigned in the event that within 72 seventy-two hours it does not receive the above-mentioned documentation and information in full and readable.

Upon receipt of the information and documentation of the request for clarification, THE CREDITOR will have a maximum period of 45 forty-five days to deliver to THE CREDITED the corresponding opinion, annexing a simple copy of the document or evidence considered for the issuance of that opinion.S

The opinion shall be made in writing and signed by a competent official. In the event that, in accordance with the opinion issued by THE CREDITED, the collection of the respective amount is appropriate, THE CREDITOR must make the payment of the amount to be paid, including the ordinary interest as agreed, without the recovery of interest arrears and other accessories generated by the suspension of payment.

THE CREDITOR within 45 forty-five calendar days from the delivery of the aforementioned opinion shall make available to THE CREDITED, either at the branch where the financing has been granted or in the specialized unit, the file generated by the complaint, in which it will be integrated with the documentation and information that, in accordance with the applicable provisions, must be in its possession and that relates directly to the appropriate request for clarification, with the exception of the data related to transactions related to third parties.

The above procedure is without prejudice to the right of THE CREDITEDTON to go before the National Commission for the Protection and Defense of Users of Financial Services (CONDUSEF), before the relevant judicial authority under the applicable legal provisions, to the knowledge that the clarification procedure will be void from the company's submission to the jurisdictional authorities or conducting their claim in terms of the Protection and Defense Act Financial Services User.

Data from the "Telephone Service Center" of the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF): telephone: 01-800-999-80-80. Website: www.condusef.gob.mx, or to the following email: opinion@condusef.gob.mx .

Clarifications and Complaints:

Specialized User Service Unit:

Address: Calzada Lázaro Cárdenas number 3462, Colonia Chapalita, Postal code 44500, Guadalajara, Jalisco.

Phone: 01 (33) 3813 1233

Email: une@swell.mx

Website: www.swell.mx

National Commission for the Protection and Defense of Financial Services Users (CONDUSEF): Specialized User Service Unit:

Address: Calzada Lázaro Cárdenas number 3462, Colonia Chapalita, POST code 44500, Guadalajara, Jalisco.

THIRTY -SECOND.- PROTECTION TO INFORMATION AND CONFIDENTIALITY. THE CREDITOR in protection to the privacy of the data of THE CREDITED IS undertakes not to disclose giving news or information of deposits, operations or services, but to the depositor, debtor, holder, beneficiary, its legal representatives or to whom they have power to dispose of the account or to intervene in the operation or service, except for those cases or exceptions contemplated by the applicable legislation. The information and documentation relating to the operations and services referred to in this Agreement, shall be confidential, so THE CREDITOR, in protection of the right to privacy of its Clients that in this clause is established, in no case may they give news or information of deposits, operations or services, but to the depositor, debtor, holder, beneficiary, its legal representatives or to whom they have the power to dispose of the account or to intervene in the operation.

By way of derogation from the provisions of the preceding paragraph, THE CREDITOR shall be obliged to give the news or information referred to in that paragraph, at the request of the judicial authority under a providence issued in court in which the holder or, where appropriate , the depositor,

debtor, holder or beneficiary is a party or indicted. For the purposes of this paragraph, the judicial authority may make its request directly THE CREDITOR, or through the Commission. Likewise, THE CREDITED accepts that the Privacy Notice was already made known to you so in this act expressly authorizes the use of your information for the purposes described therein that may be used for commercial or business purposes.

The parties recognize each other the personality with which they appear to the grant of this Agreement and sign it, by quadruple on (DATE of celebration of this act) in Guadalajara, Jalisco, each receiving a copy of it, and, where applicable, a copy of their respective annexes.

THE CREDITOR

**SWELL FINANZAS EN MOVIMIENTO, S.A.P.I. DE C.V.,
S.O.F.O.M., E.N.R.**

Represented by:

JESUS ROBERTO MARTÍNEZ OROZCO

JAIME CAMARENA DOMINGUEZ

THE CREDITED

"ENTERPRISE NAME, LEGAL REGIME".

Represented by:

(Legal representative)

THE SETTLOR AND/OR THE GUARANTOR

In his own right

(name)

