

**CREDIT AGREEMENT** ENTERED INTO BY THE LEGAL ENTITY NAMED "**GRUPO OLINX**", **SOCIEDAD ANÓNIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE, SOCIEDAD FINANCIERA DE OBJETO MÚLTIPLE, ENTIDAD NO REGULADA**, ACTING THROUGH ITS LEGAL REPRESENTATIVES MENTIONED IN SUBSECTION I.3 OF THE CREDITOR'S REPRESENTATIONS CHAPTER, HEREINAFTER REFERRED TO AS THE "**CREDITOR**"; ON THE OTHER HAND, THE INDIVIDUAL(S) AND/OR LEGAL ENTITY(IES) WHOSE PERSONAL INFORMATION IS CONTAINED IN "**ANNEX A**" OF THIS AGREEMENT (ITEM I. AND/OR ITEM II. AS APPLICABLE), REPRESENTED AS INDICATED IN THE AFOREMENTIONED "**ANNEX A**", WHO APPEAR(S) AS **CO-DEBTOR(S)**<sup>1</sup>, HEREINAFTER REFERRED TO AS THE "**DEBTOR**"; IF APPLICABLE, ON THE OTHER HAND, THE INDIVIDUAL(S) AND/OR LEGAL ENTITY(IES) WHOSE PERSONAL INFORMATION IS CONTAINED IN "**ANNEX B**" OF THIS AGREEMENT (ITEM I. AND/OR ITEM II. AS APPLICABLE), REPRESENTED AS INDICATED IN THE AFOREMENTIONED "**ANNEX B**", WHO APPEAR(S) AS JOINT OBLIGOR(S), HEREINAFTER REFERRED TO AS THE "**JOINT OBLIGOR**"; IF APPLICABLE, ON THE OTHER HAND, THE INDIVIDUAL(S) AND/OR LEGAL ENTITY(IES) WHOSE PERSONAL INFORMATION IS CONTAINED IN "**ANNEX C**" OF THIS AGREEMENT (ITEM I. AND/OR ITEM II. AS APPLICABLE), REPRESENTED AS INDICATED IN THE AFOREMENTIONED "**ANNEX C**", WHO APPEAR(S) AS PLEDGING GUARANTOR(S), HEREINAFTER REFERRED TO AS THE "**PLEDGING GUARANTOR**"; IF APPLICABLE, ON THE OTHER HAND, THE INDIVIDUAL(S) AND/OR LEGAL ENTITY(IES) WHOSE PERSONAL INFORMATION IS CONTAINED IN "**ANNEX D**" OF THIS AGREEMENT (ITEM I. AND/OR ITEM II. AS APPLICABLE), REPRESENTED AS INDICATED IN THE AFOREMENTIONED "**ANNEX D**", WHO APPEAR(S) AS MORTGAGE GUARANTOR(S), HEREINAFTER REFERRED TO AS THE "**MORTGAGE GUARANTOR**"; IN ACCORDANCE WITH THE REPRESENTATIONS, DEFINITIONS, LEGAL PROVISIONS AND CLAUSES SET FORTH BELOW:

## REPRESENTATIONS

I.- The "**Creditor**" represents, through its legal representatives, under oath, the following:

I.1. To be a *sociedad anónima promotora de inversión de capital variable, sociedad financiera de objeto múltiple, entidad no regulada*, duly organized and existing under the laws of Mexico, according to Public Deed number 25,232 dated November 28<sup>th</sup> 2014,

<sup>1</sup>They will only be called "**CO-DEBTORS**" should there be more than one individual and/or legal entity appearing at the execution of this Deed as "**DEBTOR**", should there be only one individual or legal entity appearing, it will be understood that there are

granted by Attorney at Law Juan Emilio Lomelí Acosta, Notary Public Number 7 of Tonalá, Jalisco, Associated to Notary Public number 97, Alberto García Ruvalcaba, of the municipality of Guadalajara, Jalisco; duly registered on January 15<sup>th</sup> 2015, under Electronic Commercial Page 86089\*1, in the Public registry of Commerce of Guadalajara, Jalisco.

I.2. To have the legal, material and economic capacity to enter into this Agreement.

I.3. That Mr. RODRIGO ALEJANDRO CORREA BUSTAMANTE and Mr. SALVADOR BUCIO ACOSTA are the Chairman and Secretary of its Board of Directors, respectively; as stated in public deed number 12,778 dated January 16<sup>th</sup> 2018, granted by Attorney at Law Ricardo Salvador Rodríguez Vera, Notary Public Number 34 of the municipality of Zapopan, State of Jalisco. Duly registered on February 21<sup>st</sup> 2018, under Electronic Commercial Page 86089\*1, in the Public Registry of Commerce of Guadalajara, Jalisco; stating that they have the amplest authority to execute this Agreement on behalf of the "**CREDITOR**", and that to this date, said authority has not been revoked or modified in any way

I.4. That for the purposes of performance and fulfillment of this agreement, the following address is indicated as the conventional domicile located at Bajada de las Águilas 1240, Lomas del Valle Neighborhood, Zip Code 45129, in Zapopan, Jalisco; and that its Federal Taxpayers Registry is GOL141208PE8.

I.5. That based on the information and documents provided by the "**DEBTOR**", he/she/it has requested a Credit, for the purposes set forth by the "**Parties**" in subsection m) of "**Annex E**".

I.6. That prior to signing this Agreement, the "**DEBTOR**" was made aware of the contents and scope of this instrument and of the other documents subscribed under it, as well as the Total Annual Cost (TAC) applicable to this loan, and other costs, fees and expenses resulting from its execution, which are respectively inserted in "**Annex E**", which contains the general characteristics of the loan.

I.7. To be a *Sociedad Financiera de Objeto Múltiple Entidad No Regulada*, organized under the provisions of the General Law of Auxiliary Credit Organizations and Activities (*Ley General de Organizaciones y Actividades Auxiliares del Crédito*) to be registered before the National Commission for the Protection and Defense of Financial Services Users (*Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros*) and that as part of its corporate purpose is the granting of various types of credits, loans or financing to the

no "**CO-DEBTORS**", and the only individual or legal entity appearing will be called the "**DEBTOR**".

public, in terms of that set forth by law, among them the one hereby executed.

**I.8.** Declares and acknowledges to be the holder of the bank account(s) referred to in "**Annex E**", subsection n).

**I.9.** That its operation does not require authorization from the Ministry of Finance and Public Credit and is subject to the supervision and monitoring of the Mexican National Banking and Securities Commission as provided in Article 87-J of the General Law of Auxiliary Credit Organizations and Activities; solely for purposes of the provisions of Article 56 of said Law.

**I.10.** That the "**Parties**" were informed that this Agreement is a Non-Adhesion Agreement, since it is an agreement in which the Parties negotiated each one of its clauses.

**II.- The "DEBTOR" represents, in his/her own behalf or through its legal representative(s) or proxy(ies), as the case may be, under oath, the following:**

### **II.1. DEBTOR'S LEGAL CAPACITY**

**A.** In case one or more Legal Entities are parties to this Agreement, identified in item I. of "Annex A", each of them individually states:

a) To be a legal entity with the corporate name stated in this Agreement's "**Annex A**" Item I., organized under the laws of Mexico, as evidenced with the copies of the public deeds attached to this Agreement, which are reproduced herein for the purposes of this representation as if they were inserted verbatim.

b) That the execution of this Agreement is in accordance with its corporate purpose and activity; that it has signed and performed the necessary legal acts in order to be legally able to execute this instrument and undertake the obligations resulting from the loan, and that this Agreement does not conflict with its bylaws or with any legal or contractual provision that limits or prevents its execution.

c) That its representative(s) stated in "**Annex A**" item I., of the Agreement, appear(s) in the capacity specified in said Annex, with sufficient authority to execute this Agreement; furthermore, he/she (they) has (have) the necessary powers to represent and bind it under the terms of this Agreement, which he/she (they) declare(s) have not been revoked, restricted or modified in any way, and that they continue in force under the terms of the public instrument(s) described in said "**Annex A**" and attached to this Agreement and which are reproduced herein for the purposes of this representation as if they were inserted verbatim.

d) They declare, under oath, that their represented party has not undergone any changes concerning the person(s) who currently holds the authority to represent; therefore, they declare that there is no document different or subsequent to the instruments with which they have evidenced their

authority as of the date of execution of this Agreement, which limits the powers with which they appear in this act.

**B.** In case one or more Individuals are parties to this Agreement, identified in item II. of "Annex A", each of them individually states the following:

a) To be named as it has been stated in this Agreement's "**Annex A**" item II., to be an individual, of legal age, with complete legal capacity to undertake legal obligations and assume liabilities under the terms of this Agreement.

b) To identify himself/herself with the official document(s) provided to the "**CREDITOR**", described in "**Annex A**".

c) That his/her personal information are the ones set forth in this Agreement's "**Annex A**" item II.

### **II.2. DEBTOR'S DOMICILE**

a) Its domicile is the one stated in "**Annex A**" (item I., and/or II., as the case may be), which is stated for the purposes and legal effects set forth in this Document, as evidenced by the proof of address exhibited for the execution of this legal act. Domicile which is made known to the "**CREDITOR**" and which is still in force as of the date of execution of this act.

### **II.3. DEBTOR'S LEGALLY PROCURED RESOURCES**

a) It has the necessary and sufficient financial and material resources to comply with its payment obligations and other obligations arising from this Agreement and other documents executed under it; representing that said resources are not illegally obtained.

### **II.4. DEBTOR'S GENERAL REPRESENTATIONS**

a) That prior to signing this Agreement, the "**CREDITOR**" brought to its knowledge the contents and scope of the Agreement as well as of the other documents that will be executed under it, as well as the costs, fees and expenses that will arise from the execution thereof. Furthermore, it states that have been informed of the Total Annual Cost (TAC) applicable to the operation, which is inserted in "**Annex E**", subsection a), Annex that is known to it and that contains the general characteristics of the credit granted in its favor. Furthermore, before signing this document, the "**CREDITOR**" informed the "**DEBTOR**" of the amount of the periodic payments, the form and frequency of payment and the other applicable financial charges; it also informed the "**DEBTOR**" of its right to pay off the operation in advance. Finally, it states that it was informed in a timely manner of the regular and default interest rates, especially how to calculate them.

b) That as of the date of execution of this Agreement, it is up

to date in the payment of its tax, labor, social security and any other obligations that may apply; that it has no civil, commercial or labor lawsuits filed against it, nor are there any administrative proceedings initiated or in the process of being initiated by any authority for the collection of taxes or social security benefits, nor are there any obligations of any kind or nature that could affect its ability to pay and/or the enforceability and collection of the credit granted. It also declares that it is not in breach of any term or condition of any contract, agreement or document to which it is a party, the non-compliance of which could have adverse consequences for its operations, assets, financial situation or payment capacity.

c) That the information presented to the **"CREDITOR"** for the granting of this credit, accurately and faithfully reflects its economic situation, and that such information lacks any falseness. Also, he/she/it represents that such information reasonably and reliably reflects his/her/its economic condition, and therefore, there is no situation or fact of any kind that could result in a state of insolvency for the declarant.

d) He/She/It represents that for the purposes of this credit he/she/it is acting in his/her/its own name and not in the name or on behalf of a third party, representing that he/she/it is the only real owner of the resources to be obtained as a result of the credit.

e) That He/She/It understands the way in which this financing works, as well as the scope of the obligations that he/she/it undertakes hereunder and the consequences derived from the non-compliance thereof. He/She/It also represents that he/she/it has been previously provided specialized advice by a third party required to understand the financial, operative and legal aspects of this operation.

f) That he/she/it represents having full knowledge of the details of the bank accounts of which the **"CREDITOR"** is the holder in order to make the payment obligation that arises and is stated herein.

**III.- The "Joint Obligor", represents under oath (in case of their appearance) the following:**

### **III.1. JOINT OBLIGOR'S LEGAL CAPACITY**

A. In case one or more Legal Entities are parties to this Agreement, identified in item I. of "Annex B", each of them individually states:

a) To be a legal entity with the corporate name stated in this Agreement's **"Annex B"** Item I., organized under the laws of Mexico, as evidenced with the copies of the public deeds attached to this Agreement, which are reproduced herein for the purposes of this representation as if they were inserted verbatim.

b) That the execution of this Agreement is in accordance with its corporate purpose, and therefore states that it is legally able to enter into said agreement and to become Joint Obligor of the obligations derived from this instrument, stating that the execution of this Agreement does not conflict with its bylaws or with any legal or contractual provision that limits or prevents its execution.

c) That its representative(s) stated in **"Annex B"** item I., of the Agreement, appear(s) in the capacity specified in said Annex, therefore declaring to have the sufficient authority to execute this Agreement, which he/she (they) declare(s) under oath have not been revoked, restricted or modified in any way, and that they continue in force under the terms of the public instrument(s) described in said **"Annex B"** and attached to this Agreement and which are reproduced herein for the purposes of this representation as if they were inserted verbatim.

d) They declare, under oath, that their represented party has not undergone any changes concerning the person(s) who currently holds the authority to represent; therefore, they declare that there is no document different or subsequent to the instruments with which they have evidenced their authority as of the date of execution of this Agreement, which limits the powers with which they appear in this act.

B. In case one or more Individuals are parties to this Agreement, identified in item II. of "Annex B", each of them individually states:

a) To be named as it has been stated in this Agreement's **"Annex B"** item II., to be an individual, of legal age, with complete legal capacity to undertake legal obligations and assume liabilities under the terms of this Agreement.

b) To identify himself/herself with the official document(s) provided to the **"CREDITOR"**, described in **"Annex B"**.

c) That his/her personal information are the ones set forth in this Agreement's **"Annex B"** item II.

### **III.2. JOINT OBLIGOR'S DOMICILE**

a) Its domicile is the one stated in **"Annex B"** (item I., and/or II., as the case may be), which is stated for the purposes and legal effects set forth in this Document, as evidenced by the proof of address exhibited for the execution of this legal act. Domicile which is made known to the **"CREDITOR"** and which is still in force as of the date of execution of this act.

### **III.3. JOINT AND SEVERAL LIABILITY**

a) Considering the relationship he/she/it has with the **"DEBTOR"**, it's in her/his/its interest to participate in this Agreement with the purpose of being jointly and severally obligated with the **"DEBTOR"**, to comply with each and every one of the DEBTOR's obligations, which are derived

hereunder. Therefore, it is his/her/its desire to become a **"JOINT OBLIGOR"**.

b) That in order to become a **"JOINT OBLIGOR"**, he/she/it represents to know and be aware of the terms and conditions of this document, by which the **"CREDITOR"** grants a credit in favor of the **"DEBTOR"**.

### **III.4. JOINT OBLIGOR'S GENERAL REPRESENTATIONS**

a) That the information and documents provided to the **"CREDITOR"** are true and free of any falseness; which reliably reflect its current personal, business and equity condition.

b) That as of the date of execution of this Agreement, it is up to date in the payment of its tax, labor, social security and any other obligations that may apply; that it has no civil, commercial or labor lawsuits filed against it, nor are there any administrative proceedings initiated or in the process of being initiated by any authority for the collection of taxes or social security benefits, nor are there any obligations of any kind or nature that could affect its ability to pay and/or the enforceability and collection of the credit granted. It also declares that it is not in breach of any term or condition of any contract, agreement or document to which it is a party, the non-compliance of which could have adverse consequences for its operations, assets, financial situation or payment capacity.

c) That he/she/it participates in the execution of this Agreement to guarantee each and every one of the **"DEBTOR'S"** obligations and that for such purpose he/she/it represents that he/she/it is fully aware of the particular terms of the Agreement. Furthermore, he/she/it represents that he/she/it has read and understood the clauses that comprise this Agreement, and therefore he/she/it knows the scope of each and every one of them.

d) He/She/It has the necessary and sufficient financial and material resources to comply with its joint payment obligations and other obligations arising from this Agreement and other documents executed under it; representing that said resources are not illegally obtained.

e) That He/She/It understands the way in which this financing works, as well as the scope of the obligations that he/she/it undertakes hereunder and the consequences derived from the non-compliance thereof. He/She/It also represents that he/she/it has been previously provided specialized advice by a third party required to understand the financial, operative and legal aspects of this operation.

f) That he/she/it represents having full knowledge of the domicile and details of the bank accounts of which the **"CREDITOR"** is the holder in order to make, in case of default by the **"DEBTOR"**, the payment obligation that arises and is stated herein.

**IV.- The "Pledging Guarantor", represents under oath (in case of their appearance) the following:**

### **IV.1. PLEDGING GUARANTOR'S LEGAL CAPACITY**

A. In case one or more Legal Entities are parties to this Agreement, identified in item I. of "Annex C", each of them individually states:

a) To be a legal entity with the corporate name stated in this Agreement's **"Annex C"** Item I., organized under the laws of Mexico, as evidenced with the copies of the public deeds attached to this Agreement, which are reproduced herein for the purposes of this representation as if they were inserted verbatim.

b) That the execution of this Agreement is in accordance with its corporate purpose, and therefore states that it is legally able to enter into said agreement and to become Pledging Guarantor, with which it will grant the Assets and/or Rights that will guarantee the obligations derived hereunder, stating that the execution of this Agreement does not conflict with its bylaws or with any legal or contractual provision that limits or prevents its execution.

c) That its representative(s) stated in **"Annex C"** item I., of the Agreement, appear(s) in the capacity specified in said Annex, therefore declaring to have the sufficient authority to execute this Agreement, which he/she (they) declare(s) under oath have not been revoked, restricted or modified in any way, and that they continue in force under the terms of the public instrument(s) described in said **"Annex C"** and attached to this Agreement and which are reproduced herein for the purposes of this representation as if they were inserted verbatim.

d) They declare, under oath, that their represented party has not undergone any changes concerning the person(s) who currently holds the authority to represent; therefore, they declare that there is no document different or subsequent to the instruments with which they have evidenced their authority as of the date of execution of this Agreement, which limits the powers with which they appear in this act.

e) That the principal is the sole and lawful owner of the Assets and/or Rights described in **"Annex C"** Section A, as specified in the document(s) described in Section B., of said Annex.

f) That it is his/her/its will to abide by the clauses, terms and conditions of this Agreement, as well as the clauses, terms and conditions set forth in **"Annex C"**.

B. In case one or more Individuals are parties to this Agreement, identified in item II. of "Annex C", each of them individually states:

a) To be named as it has been stated in this Agreement's "**Annex C**" item II., to be an individual, of legal age, with complete legal capacity to undertake legal obligations and assume liabilities under the terms of this Agreement.

b) To identify himself/herself with the official document(s) provided to the "**CREDITOR**", described in "**Annex C**".

c) That his/her personal information are the ones set forth in this Agreement's "**Annex C**" item II.

d) To be the sole and lawful owner of the Assets and/or Rights described in "**Annex C**" Section A, as specified in the document(s) described in Section B., of said Annex.

e) It is his/her will to abide by the clauses, terms and conditions of this Agreement, as well as the clauses, terms and conditions set forth in "**Annex C**".

#### **IV.2. PLEDGING GUARANTOR'S DOMICILE**

a) Its domicile is the one stated in "**Annex C**" (item I., and/or II., as the case may be), which is stated for the purposes and legal effects set forth in this Document, as evidenced by the proof of address exhibited for the execution of this legal act. Domicile which is made known to the "**CREDITOR**" and which is still in force as of the date of execution of this act.

#### **IV.3. PLEDGING GUARANTOR'S RESPONSIBILITY**

a) Considering the relationship he/she/it has with the "**DEBTOR**", it's in her/his/its interest to participate in this Agreement with the purpose of contributing the "Assets and/or Rights" that will be intended to guarantee the fulfillment of the obligations and its payment preference in charge of the former; said "Assets and/or Rights" shall comprise this agreement's so called "Pledge", which shall be governed by the clauses, terms and conditions set forth in this Agreement. Consequently, it is his/her/its intention to become a "**PLEDGING GUARANTOR**".

b) In order to become the "**PLEDGING GUARANTOR**" he/she/its represents to Know and be aware of the terms and conditions of this document, by means of which the "**CREDITOR**" grants a credit in favor of the "**DEBTOR**".

#### **IV.4. PLEDGING GUARANTOR'S GENERAL REPRESENTATIONS**

a) That the information and documents provided to the "**CREDITOR**" are true and free of any falseness; which reliably reflect its current personal, business and equity condition.

b) That as of the date of execution of this Agreement, it is up to date in the payment of its tax, labor, social security and any other obligations that may apply; that it has no civil,

commercial or labor lawsuits filed against it, nor are there any administrative proceedings initiated or in the process of being initiated by any authority for the collection of taxes or social security benefits, nor are there any obligations of any kind or nature that could affect the Pledge granted. It also declares that it is not in breach of any term or condition of any contract, agreement or document to which it is a party, the non-compliance of which could have adverse consequences for said Pledge.

c) To fully know the specific terms of this Agreement. Moreover, he/she/it represents to have read the clauses that comprise this Agreement, therefore he/she/it knows the scope of each and every one of them.

d) He/She/It has the necessary and sufficient financial and material resources to comply with his/her/its payment obligations and other obligations arising from this Agreement and other documents executed under it; representing that said resources are not illegally obtained.

e) Represents that the "**CREDITOR**" has informed him/her/it, prior to the execution of this Agreement, the contents and scope of this Agreement, as well as of all the documents that will be executed under it.

f) That He/She/It understands the way in which this financing works, as well as the scope of the obligations that he/she/it undertakes hereunder and the consequences derived from the non-compliance thereof. He/She/It also represents that he/she/it has been previously provided specialized advice by a third party required to understand the financial, operative and legal aspects of this operation.

g) It is his/her/its will to enter into this Agreement, with the understanding that he/she/it is acting in his/her/its own name and on his/her/its own behalf and not on behalf of a third party.

**V.- The "Mortgage Guarantor", represents under oath (*in case of their appearance*) the following:**

#### **V.1. MORTGAGE GUARANTOR'S LEGAL CAPACITY**

**A. In case one or more Legal Entities are parties to this Agreement, identified in item I. of "Annex D", each of them individually states:**

a) To be a legal entity with the corporate name stated in this Agreement's "**Annex D**" Item I., organized under the laws of Mexico, as evidenced with the copies of the public deeds attached to this Agreement and which are reproduced herein for the purposes of this representation as if they were inserted verbatim.

b) That the execution of this Agreement is in accordance with its corporate purpose, and therefore states that it is legally able to enter into said agreement and to become Mortgage

Guarantor, with which it will grant the Real Estate Property that will guarantee the obligations derived hereunder, stating that the execution of this Agreement does not conflict with its bylaws or with any legal or contractual provision that limits or prevents its execution.

c) That its representative(s) stated in **"Annex D"** item I., of the Agreement, appear(s) in the capacity specified in said Annex, therefore declaring to have the sufficient authority to execute this Agreement, which he/she (they) declare(s) under oath have not been revoked, restricted or modified in any way, and that they continue in force under the terms of the public instrument(s) described in said **"Annex D"** and attached to this Agreement and which are reproduced herein for the purposes of this representation as if they were inserted verbatim.

d) They declare, under oath, that their represented party has not undergone any changes concerning the person(s) who currently holds the authority to represent; therefore, they declare that there is no document different or subsequent to the instruments with which they have evidenced their authority as of the date of execution of this Agreement, which limits the powers with which they appear in this act.

e) That the principal is the sole and lawful owner of the Real Estate Properties described in **"Annex D"** Section A, as specified in the document(s) described in Section B., of said Annex.

f) That it is his/her/its will to abide by the clauses, terms and conditions of this Agreement, as well as the clauses, terms and conditions set forth in **"Annex D"**.

**B. In case one or more Individuals are parties to this Agreement, identified in item II. of "Annex D", each of them individually states:**

a) To be named as it has been stated in this Agreement's **"Annex D"** item II., to be an individual, of legal age, with complete legal capacity to undertake legal obligations and assume liabilities under the terms of this Agreement.

b) To identify himself/herself with the official document(s) provided to the **"CREDITOR"**, described in **"Annex D"**.

c) That his/her personal information are the ones set forth in this Agreement's **"Annex D"** item II.

d) To be the sole and lawful owner of the Real Estate Properties described in **"Annex D"** Section A, as specified in the document(s) described in Section B., of said Annex.

e) That it is his/her will to abide by the clauses, terms and conditions of this Agreement, as well as the clauses, terms and conditions set forth in **"Annex D"**.

## **V.2. MORTGAGE GUARANTOR'S DOMICILE**

a) Its domicile is the one stated in **"Annex D"** (item I., and/or II., as the case may be), which is stated for the purposes and legal effects set forth in this Document, as evidenced by the proof of address exhibited for the execution of this legal act. Domicile which is made known to the **"CREDITOR"** and which is still in force as of the date of execution of this act.

## **V.3. CONTRIBUTION OF COLLATERAL**

a) Considering the relationship he/she/it has with the **"DEBTOR"**, it's in her/his/its interest to participate in this Agreement with the purpose of contributing the "Real Estate Properties" that will be intended to guarantee the fulfillment of the obligations and its payment preference in charge of the former; said "Real Estate Properties" shall comprise this agreement's so called "Mortgage Guarantee", which shall be governed by the clauses, terms and conditions set forth in this Agreement, and as the case may be, by the clauses, terms and conditions set forth in **"Annex D"**. Consequently, it is his/her/its intention to become a **"MORTGAGE GUARANTOR"**

b) In order to become the **"MORTGAGE GUARANTOR"** he/she/its represents to know and be aware of the terms and conditions of this document, by means of which the **"CREDITOR"** grants a credit in favor of the **"DEBTOR"**.

## **V.4. MORTGAGE GUARANTOR'S GENERAL REPRESENTATIONS**

a) That the information and documents provided to the **"CREDITOR"** are true and free of any falseness; which reliably reflect its current personal, business and equity condition.

b) That as of the date of execution of this Agreement, it is up to date in the payment of its tax, labor, social security and any other obligations that may apply; that it has no civil, commercial or labor lawsuits filed against it, nor are there any administrative proceedings initiated or in the process of being initiated by any authority for the collection of taxes or social security benefits, nor are there any obligations of any kind or nature that could affect the Mortgage Guarantee granted. It also declares that it is not in breach of any term or condition of any contract, agreement or document to which it is a party, the non-compliance of which could have adverse consequences for said Mortgage Guarantee.

c) That he/she/it participates in the execution of this Agreement to grant the Mortgage Guarantee that will have as main purpose to guarantee each and every one of the obligations of the **"DEBTOR"** and that he/she/it is fully aware of the particular terms and conditions of the Agreement. He/She/It also represents to have read the clauses that comprise this Agreement, therefore he/she/it is aware of the scope of each and every one of them.

d) It has the necessary and sufficient financial and material resources to comply with its payment obligations and other obligations arising from this Agreement and other documents executed under it; representing that said resources are not illegally obtained.

e) Represents that the **"CREDITOR"** has informed him/her/it, prior to the execution of this Agreement, the contents and scope of this Agreement, as well as of all the documents that will be executed under it.

f) That He/She/It understands the way in which this financing works, as well as the scope of the obligations that he/she/it undertakes hereunder and the consequences derived from the non-compliance thereof. He/She/It also represents that he/she/it has been previously provided specialized advice by a third party required to understand the financial, operative and legal aspects of this operation.

g) It is his/her/its will to enter into this Agreement, with the understanding that he/she/it is acting in his/her/its own name and on his/her/its own behalf and not on behalf of a third party.

#### **VI.- The Parties jointly represent under oath.**

a) That it is their will to enter into this Agreement under the terms and conditions agreed herein, its Coversheet and each one of its Annexes, agreeing to comply with their obligations, for which purpose they have ample and sufficient authority, and are aware of the scope of this Agreement.

b) That upon entering into this Agreement, their consents are absent of any error, fraud, bad faith, violence or injury and they are in perfect capacity to bind themselves and to enter into this Agreement on the terms set forth herein.

c) That they are aware this Agreement is a Non-Adhesion Agreement, since it is an agreement in which the Parties negotiated each one of its clauses.

#### **DEFINITIONS**

For the purposes of this Agreement, the **"CREDITOR"**, the **"DEBTOR"**, if applicable the **"JOINT OBLIGOR"**, if applicable the **"PLEDGING GUARANTOR"**, and if applicable the **"MORTGAGE GUARANTOR"** (hereinafter jointly referred to as the **"Parties"**) agree that the terms defined below shall have the meaning attributed to them regardless of whether or not they are initialized with capital letters and whether or not they are written with or without bold letters, and with the understanding that the masculine shall include the feminine and the singular shall include the plural, that is to say:

**"Debt"**: It shall be understood as the total amount to be paid by the **"DEBTOR"** in favor of the **"CREDITOR"**, amount specified in the Credit Coversheet and in **"Annex E"** subsection f), which includes interest and incidentals accrued

in accordance with the stipulations herein. This amount will only be paid by the **"DEBTOR"** in case he/she/it makes the payments in accordance with the provisions set forth in this **"Agreement"**, in case the **"DEBTOR"** makes prepayments and does not present any type of delay, the amount fixed as **"Debt"** may logically decrease, also, in case the **"DEBTOR"** presents one or multiple delays, the amount set as **"Debt"** may logically increase; all of the above in accordance with the terms and conditions set forth in this **"Document"**.

**"Creditor"**: Refers to "GRUPO OLINX", S.A.P.I. DE C.V., SOFOM, E.N.R.

**"Repayment"**: Means any payment made by the **"DEBTOR"** in favor of the **"CREDITOR"** in accordance with the provisions set forth in this Agreement, which may be a total or partial payment of the **"Debt"** payable by the former.

Therefore, this particular definition may refer to any payment made in favor of the **"Debt"** payable by the **"DEBTOR"**, as well as for any amount and/or sum determined by the **"Parties"**; such term (**"Repayment"**) may refer, including but not limited to Partial Payments, prepayments or advance payments referred to in Clause Thirteenth, or payments that include default interest or any other penalty to be covered by the **"DEBTOR"** under the terms of this Agreement.

**"Annex A"**: The document executed by the **"Parties"** which specifies the personal information, lists the identification documents and states other information related to the **"DEBTOR"**; which by agreement between the **"Parties"** and in accordance with the provisions of this Agreement, constitutes an integral part of this document and is considered herein transcribed for all legal purposes.

**"Annex B"**: The document executed by the **"Parties"** which specifies the personal information, lists the identification documents and states other information related to the **"JOINT OBLIGOR"** (*in case of their appearance*) and, if applicable, sets forth the special clauses applicable to this figure; which by agreement between the **"Parties"** and in accordance with the provisions of this Agreement, constitutes an integral part of this document and is considered herein transcribed for all legal purposes.

**"Annex C"**: The document executed by the **"Parties"** which specifies the personal information, lists the identification documents and states other information related to the **"PLEDGING GUARANTOR"** (*in case of their appearance*) and, if applicable, sets forth the special clauses applicable to this figure; which by agreement between the **"Parties"** and in accordance with the provisions of this Agreement, constitutes an integral part of this document and is considered herein transcribed for all legal purposes.

**"Anexo D"**: The document executed by the **"Parties"** which specifies the personal information, lists the identification documents and states other information related to the **"MORTGAGE GUARANTOR"** (*in case of their appearance*)

and, if applicable, sets forth the special clauses applicable to this figure; which by agreement between the **"Parties"** and in accordance with the provisions of this Agreement, constitutes an integral part of this document and is considered herein transcribed for all legal purposes.

**"Annex E"**: The document executed by the **"Parties"** which contains the credit's characteristics, terms and conditions; which by agreement between the **"Parties"** and in accordance with the provisions of this Agreement, constitutes an integral part of this document and is considered herein transcribed for all legal purposes.

**"Real Estate Properties"**: It refers to the real estate or group of real estate properties owned by the **"Mortgage Guarantor"** according to the specific characteristics evidenced by it, in accordance with what is set forth in Section B., of **"Annex D"**, real estate or group of real estate properties hereby granted as Mortgage Guarantee and which may additionally be subject to the Special Clauses agreed upon by the **"Parties"**, which are contained in the Annex mentioned in this paragraph.

**"Assets and/or Rights"**: It refers to the personal property or right or Group of personal properties or rights owned by the **"PLEDGING GUARANTOR"** according to the specific characteristics evidenced by it, in accordance with what is set forth in Section B., of **"Annex C"**, personal property(ies) and/or right(s) hereby granted as Pledge y que and which may additionally be subject to the Special Clauses agreed upon by the **"Parties"**, which are contained in the Annex mentioned in this paragraph.

**"Credit Coversheet"**: The document executed by the **"Parties"**, which constitutes integral part of this Agreement, and which contains the credit's characteristics, terms and conditions.

**"TAC"**: The Total Annual Cost of the credit stated in annual percentage terms which, for information and comparison purposes, incorporates all costs and expenses incidental to the Credit granted in favor of the **"DEBTOR"**, which is defined in paragraph a) of **"Annex E"**.

**"Special Clauses"**: It refers to the clauses agreed to by the **"Parties"** contained in any of the Annexes executed by virtue of this Agreement, which are understood to be transcribed in this Document for all legal purposes, therefore they shall bind the **"Parties"**, with the same degree of importance as the clauses contained herein. These Special Clauses may include any Fee that may be generated by the specific characteristics of the arrangements made by the **"Parties"**.

**"Fee"**: Any cost, regardless of its name or type, other than interest, that the **"CREDITOR"** charges the **"DEBTOR"** under the terms of this Agreement.

**"Credit Management Fee"**: One-time cost to be paid by the **"DEBTOR"**, stated in percentage terms and/or amount set

forth in paragraph b) of **"Annex E"**, which arises as consideration for the administration to be carried out by the **"CREDITOR"** during the term of this Agreement. If expressed in percentage terms, it will be calculated over the total amount of the Credit.

**"Credit Granting Fee"**: One-time cost to be paid by the **"DEBTOR"**, stated in percentage terms and/or amount set forth in paragraph c) of **"Annex E"**, arising from the risk foreseen by the **"CREDITOR"** for the granting of the Credit by this Agreement. If expressed in percentage terms, it will be calculated over the total amount of the Credit.

**"Legal Expenses Fee"**: One-time cost to be paid by the **"DEBTOR"**, stated in percentage terms and/or amount set forth in paragraph d) of **"Annex E"**, which is generated based on the rates for legal and notarial purposes generated by the execution of this Deed. If expressed in percentage terms, it will be calculated over the total amount of the Credit.

**"CONDUSEF"**: National Commission for the Protection and Defense of Financial Services Users.

**"Agreement/Document"**: It shall be understood as the reference made jointly to this legal document, the Credit Coversheet and each one of the Annexes executed by the parties, all of them considered as the set of rights and obligations that such documents cover and comprise.

**"Debtor"**: It refers to the individual(s) or legal entity(ies) identified in **"Annex A"**.

**"Non-working Day"**: Any day on which credit institutions in Mexico are authorized by the National Banking and Securities Commission to keep their doors closed to the public.

**"Account Statement"**: Document issued by the **"CREDITOR"** reflecting debits and credits, accrued ordinary and default interest, interest and payment periods, as well as other transactions related to this credit facility. The Account Statement is used to inform the **"DEBTOR"** of the transactions or hired services.

**"Cut-off Date"**: For the purposes of this Agreement, since it is a Simple Credit, it shall be understood that the Cut-off Dates are the same as those established as Payment Dates.

**"Payment Date"**: The day on which the **"DEBTOR"** shall make the Periodic Payments; such payments are established and numbered in the Repayment Schedule inserted in item l) of **"Annex E"**.

**"Mortgage Guarantor"**: It refers to the individual(s) or legal entity(ies) identified in **"Annex D"**.

**"Pledging Guarantor"**: It refers to the individual(s) or legal entity(ies) identified in **"Annex C"**.



**“Mortgage Guarantee”:** It refers to the Real Estate Properties described in Section A., of **“Annex D”**, which are granted by the **“MORTGAGE GUARANTOR”** as the main guarantee of the payment to be made by the **“DEBTOR”** based on the provisions of this Agreement; this guarantee shall be subject to the terms and conditions agreed upon by the **“Parties”** in this Document and within the Special Clauses that may be agreed upon and added to the referred **“Annex D”**.

**“Pledge”:** It refers to the Assets and/or Rights described in Section A., of **“Annex C”**, which are granted by the **“PLEDGING GUARANTOR”** as the main guarantee of the payment to be made by the **“DEBTOR”** based on the provisions of this Agreement; this guarantee shall be subject to the terms and conditions agreed upon by the **“Parties”** in this Document and within the Special Clauses that may be agreed upon and added to the referred **“Annex C”**.

**“Effective Date”:** Means the date on which this Agreement shall become effective; such date is specified in subsection g) of **“Annex E”**.

**“Banking Institution/Bank Account”:** It refers to the bank account(s) of which the **“CREDITOR”** is the holder. These accounts are made known to the **“DEBTOR”** (which are specified in subsection n) of **“Annex E”**), so that through them, the latter complies with its payment obligations stipulated in this Agreement. The **“DEBTOR”** accepts and undertakes the obligation to pay the amounts generated from the obligations assumed in terms of this Agreement in said accounts, or in any other account or place that the **“CREDITOR”** may inform of in the future.

**“Regular Interest”:** The interest rate specified in the **Credit Coversheet** and in subsection i) of **“Annex E”**, which determines the financial cost of the credit. The same which indicates the percentage to be paid by the **“DEBTOR”** on account of the Credit. The methodology used for the calculation of the Regular Interest agreed upon by the **“Parties”** is also included in the subsection herein referred to.

**“Default Interest”:** The interest rate specified in subsection h), of **“Annex E”**, which shall be enforceable by the **“CREDITOR”**, as a penalty for the **“DEBTOR'S”** default or delay in the payment of the agreed upon repayments (*Periodic Payments*). The methodology used for the calculation of the Default Interest agreed upon by the **“Parties”** is also included in the subsection herein referred to.

**“VAT”:** The current Value-Added Tax or, as the case may be, the tax or levy that, in accordance with the applicable tax provisions in force, is caused by any of the payment obligations set forth in this Agreement; which shall always be payable by the **“DEBTOR”**.

**“Credit Amount”:** The amount granted by the **“CREDITOR”** as credit in favor of the **“DEBTOR”** specified in the **Credit Coversheet** and in subsection e) of

**“Annex E”**. Said amount, in terms of Article 292 of the LGTOC, does not include interest, fees and expenses to be covered by the **“DEBTOR”** under this Agreement.

**“LGOAAC”:** General Law of Auxiliary Credit Organizations and Activities.

**“LGTOC”:** General Law on Credit Instruments and Operations (*Ley General de Títulos y Operaciones de Crédito*).

**“Periodic Payment/Partial Payment”:** It means the sums that the **“DEBTOR”** undertakes the obligation to pay on each Payment Date; which refer to the sums agreed to by the Parties as partial payment of the Debt to be paid by the **“DEBTOR”** on the corresponding Payment Date, which will be comprised of the payment of the principal and the payment of the agreed Regular Interests. The amount agreed as a Periodic Payment is contained in subsection j), and is specifically detailed in the Repayment Schedule in the column titled "Periodic Payment", both in **“Annex E”**. In the event that no amount is stated in subsection j), the Periodic Payments/Partial Payment shall be understood to be those amounts stated in the column labeled "Periodic Payment" of the Repayment Schedule. In simple terms, these are the amounts to be paid by the **“DEBTOR”** to the **“CREDITOR”** on a periodic basis to comply with its obligation to pay the Debt in accordance with the Repayment Schedule.

**“JOINT OBLIGOR”:** It refers to the individual(s) or legal entity(ies) identified in **“Annex B”**.

**“Parties”:** The **“CREDITOR”**, the **“DEBTOR”** and all or any of the following (in case of their appearance) shall be jointly understood: **“JOINT OBLIGOR”**; **“PLEDGING GUARANTOR”**; **“MORTGAGE GUARANTOR”**. In case the parties appearing are only the **“CREDITOR”** and the **“DEBTOR”**, they shall be recognized in the same manner as the **“Parties”**.

**“Pesos”:** The legal tender in the United Mexican States.

**“Payment Period/Interests Period”:** Means the number of days elapsed between each Payment Date according to the Repayment Schedule, and which serves as the basis for determining the composition and amount of each of the Partial Payments agreed by the **“Parties”** and contained in the aforementioned Schedule.

**“Credit Term”:** Means the period of time during which this Agreement shall be in force in accordance with the provisions hereof, such period being specified in subsection k) of **“Annex E”**.

**“Unpaid Balance”:** The amount owed by the **“DEBTOR”** at a given date, i.e., the amount originally owed, to which may be added (capitalized) interest of any nature, fees, collection expenses, fees in case of execution and other incidental expenses agreed upon by the parties in accordance with applicable laws.

**“Repayment Schedule”:** To the box (table) contained in subsection l) of **"Annex E"**, which is drafted by mutual agreement with the **"Parties"**, which contains the amounts of the Partial Payments to be covered by the **"DEBTOR"** for the course of the agreed Payment Periods/Interest Periods. Therefore, said table additionally contains the dates established as Payment Dates/Cut-Off Dates.

**“UNE”:** **“CREDITOR’S”** Specialized Unit.

In view of the foregoing, the **“Parties”** hereby agree to be bound in accordance with the following:

## C L A U S E S

**FIRST. PURPOSE.** In accordance with the applicable legal provisions and the terms and conditions set forth in this Agreement, the **"CREDITOR"** grants in favor of the **"DEBTOR"** (*the latter which in turn accepts*) a credit under the modality of Simple Credit with Conventional Interest, for the amount set forth as the Credit Amount, which is hereby stated as if it were literally inserted. Under the terms of Article 292 of the General Law of Credit Instruments and Operations, the amount of the Credit granted shall not include interest, fees, taxes and other applicable expenses arising from this Agreement and which must be paid by the **“DEBTOR”** to the **“CREDITOR”**.

The Credit Coversheet and those Exhibits executed jointly with this Agreement (in the understanding that all of them jointly comprise the Document, in accordance with the definitions), contain the specific terms and conditions that will be applicable to each of the **"Parties"**. The **"Parties"** agree that with the execution of the Agreement, the Credit shall be deemed to have been executed for all legal purposes. By virtue of the fact that this operation is agreed by the **"Parties"** under the modality of simple credit with conventional interest, those amounts drawn by the **"DEBTOR"**, even if they have been paid, may not be drawn again unless an agreement is granted by the **"Parties"** in an act subsequent to this Document.

**SECOND. INTENDED USE OF FUNDS.** The **"DEBTOR"** undertakes the obligation to use the credit granted by means of this Agreement for the purposes specified in subsection m) of **"Annex E"**.

**THIRD. USE OF THE CREDIT FACILITY.** The handing over of the resources of this Agreement (*Credit Amount*), shall be made by the **"CREDITOR"** preferably in a single exhibition by means of a wire transfer, it being understood as delivery date that which contains the receipt of the wire transfer made in favor of the **"DEBTOR"**, precisely for the handing over of the Credit resources to the bank account indicated by the **"DEBTOR"** for such purposes, in subsection o), of **"Annex E"**.

As an exception to the provisions of the preceding paragraph and in certain cases, the **"CREDITOR"** may make the

amount of the Credit available to the **"DEBTOR"** by means of Check or Cash, provided that this is previously agreed upon by the **"Parties"** involved in this Agreement.

The contracting **"Parties"** agree that the book entries, account statements, movement consultation and the documents issued by the **"CREDITOR"** in connection with the Agreement, shall be conclusive evidence of the drawdown of the Credit granted.

**FOURTH. CREDIT TERM.** The commencement of the Agreement will be from the date established as Effective Date, and such Agreement will be in effect for the Credit Term. The agreed term shall not be extendable under any circumstances; however, this Agreement shall remain in force for as long as the **"DEBTOR"** has an outstanding balance in favor of the **"CREDITOR"**. If the **"DEBTOR"** intends to pay the Debt before the expiration of the agreed term, the **"DEBTOR"** shall be obliged to pay in full the Unpaid Balance in force on the date of payment, in accordance with subsection A) of clause THIRTEENTH.

**FIFTH.- CREDIT’S TOTAL ANNUAL COST (TAC).** This operation's TAC is calculated as of the date of signature of this agreement. The **"DEBTOR"** declares that the TAC'S meaning and composition has been explained and understood. The TAC (Total Annual Percentage Cost) of the credit is stated in annual percentage terms, which for information and comparison purposes incorporates all the costs and expenses inherent to the credit granted under this Agreement.

**SIXTH. PLACE AND METHOD OF PAYMENT.** The **"DEBTOR"** agrees to pay the Credit granted, the regular interest accrued during the course of the Payment Periods, and other incidental expenses duly specified in this agreement; within the Credit Term and punctually on each of the Payment Dates established in the Repayment Schedule. As of this moment, the **"DEBTOR"** agrees to abide by and comply with the provisions of clause ELEVENTH of this Agreement.

The **“DEBTOR”** undertakes the obligation to pay the **“CREDITOR”** the principal, interests and other considerations arising from this Agreement (*Partial Payments*), on business days and hours, without the need for prior request or collection; payment to be made on the (i) Payment Dates, (ii) for the total of the amount established as Partial Payment and (iii) for the total number of payments; which are specified in the Repayment Schedule. In case any of the days indicated in the Repayment Schedule is a Non-working Day, the **"DEBTOR"** shall make the payment without any additional charge, on the following banking business day.

Payments can be made in the following ways:

**A) Bank Deposit.** It shall be made in any of the bank accounts that the **"CREDITOR"** has in the various banking institutions referred to in **"Annex E"**.

**B) Wire Transfer.** To be made in any of the **"CREDITOR'S"** bank accounts.

Regardless of whether the **"DEBTOR"** makes its payment in accordance with subparagraph **A)** or **B)** above, the **"Debtor"** shall be obliged to provide the **"CREDITOR"** with a copy of the bank confirmation or of the respective receipt evidencing its compliance.

All amounts payable by the **"DEBTOR"** to the **"CREDITOR"** shall be in immediately available funds, free and clear of any deduction of taxes, duties or contributions in any of the ways set forth in this clause.

In case any tax is applicable to the **"DEBTOR"**, the amount of the payment to be made by the **"DEBTOR"** in terms of this Agreement shall be increased up to the amount necessary so that after the payment of the corresponding tax, the **"CREDITOR"** receives the amount it should have received in terms of this Agreement as if such tax had not existed.

The **"DEBTOR"** agrees with the **"CREDITOR"** that any payment it makes shall be applied in the order of priority stipulated in this Agreement. The **"Parties"** agree that the **"DEBTOR"** shall make the corresponding payments in favor of the **"CREDITOR"**, at the latest on the Payment Dates; payments made shall be credited and shall be considered as effectively paid on the day they are effectively applied to the **"CREDITOR'S"** accounts.

Payments shall be made for the amount corresponding to each Partial Payment and all repayments without exception shall accrue regular interest, in accordance with the provisions of this Agreement.

**SEVENTH.- REGARDING PAYMENT BEFORE TERMINATION OF THE PAYMENT PERIOD IN PROGRESS.** The **"Parties"** agree that having initiated a Payment Period, the **"DEBTOR"** shall be obliged to make the Partial Payment set for such period in full, even if the **"DEBTOR"** makes a payment before the Payment Date. That is, in the event the **"DEBTOR"** makes the payment prior to the corresponding Payment Date, it shall be obliged to pay the Partial Payment agreed for such period in full, as if the total number of days set forth for the Payment Period in which such event occurs had elapsed.

The above shall not be construed in detriment of the **"DEBTOR"**, nor shall it be construed as limiting the right conferred in its favor within the THIRTEENTH clause of this Agreement.

**EIGHTH. COSTS AND FEES.** The **"DEBTOR"** agrees and acknowledges that the execution of this Agreement entails the following fees and expenses in favor of the **"CREDITOR"**:

**(i) Credit Granting Fee.** The **"DEBTOR"** shall pay a fee for the granting of the Credit, the percentage and/or amount of which shall be specified in subsection c) of **"Annex E"**.

In the event that in subsection c) of **"Annex E"** a percentage is stated, in order to calculate the amount to be covered by the **"DEBTOR"**, such percentage shall be calculated based on the amount stated as Credit Amount and the corresponding VAT shall be added the result of such operation, and the final result will be the amount that the **"DEBTOR"** shall pay in favor of the **"CREDITOR"** for the Credit Granting Fee.

In the event that in subsection c) of **"Annex E"** an amount is stated, the corresponding VAT shall be added to said amount, and the resulting amount shall be the amount to be paid by the **"DEBTOR"** in favor of the **"CREDITOR"**.

The **"Parties"** agree that the amount resulting from any of the aforementioned calculations will be directly discounted from the amount that will be given to the **"DEBTOR"** in Credit. On this understanding, the **"DEBTOR"** authorizes the **"CREDITOR"** from this moment on to withhold and make the referred discount. The Fee referred herein shall not be refundable for any reason whatsoever.

**(ii) Legal Expenses Fee.** The **"DEBTOR"** shall pay a fee for legal expenses involved in the execution of this act, the percentage and/or amount of which shall be specified in subsection d) of **"Annex E"**.

In the event that in subsection d) of **"Annex E"** a percentage is stated, in order to calculate the amount to be covered by the **"DEBTOR"**, such percentage shall be calculated based on the amount stated as Credit Amount and the corresponding VAT shall be added the result of such operation, and the final result will be the amount that the **"DEBTOR"** shall pay in favor of the **"CREDITOR"** as the legal expenses fee.

In the event that in subsection d) of **"Annex E"** an amount is stated, the corresponding VAT shall be added to said amount, and the resulting amount shall be the amount to be paid by the **"DEBTOR"** in favor of the **"CREDITOR"**.

The **"Parties"** agree that the amount resulting from any of the aforementioned calculations will be directly discounted from the amount that will be given to the **"DEBTOR"** in Credit. On this understanding, the **"DEBTOR"** authorizes the **"CREDITOR"** from this moment on to withhold and make the referred discount. The Fee referred herein shall not be refundable for any reason whatsoever.

**(iii) Credit Management Fee.** The **"DEBTOR"** shall pay a fee for the management of the credit, the percentage and/or amount of which shall be specified in subsection b) of **"Annex E"**.

In the event that in subsection b) of **"Annex E"** a percentage is stated, in order to calculate the amount to be covered by the **"DEBTOR"**, such percentage shall be calculated based on the amount stated as Credit Amount and the corresponding

VAT shall be added the result of such operation, and the final result will be the amount that the "DEBTOR" shall pay in favor of the "CREDITOR" as the credit management fee.

In the event that in subsection b) of "Annex E" an amount is stated, the corresponding VAT shall be added to said amount, and the resulting amount shall be the amount to be paid by the "DEBTOR" in favor of the "CREDITOR". The "Parties" agree that the amount resulting from any of the aforementioned calculations will be directly discounted from the amount that will be given to the "DEBTOR" in Credit. On this understanding, the "DEBTOR" authorizes the "CREDITOR" from this moment on to withhold and make the referred discount. The Fee referred herein shall not be refundable for any reason whatsoever.

**(iv) Life Insurance.** At the request of the "CREDITOR", the "DEBTOR" shall be obliged to hire a Life Insurance Policy, in accordance with the provisions of this clause. With this understanding and due to the special characteristics of each operation, the "DEBTOR" shall pay the "CREDITOR" the amount specified in subsection p) of "Annex E", for the purchase of a life insurance policy on behalf of the "DEBTOR" (*if applicable, on behalf of the "CO-DEBTORS", who shall be duly identified in said Annex*), which shall be directly referred to in subsection q) of "Annex E"; insurance under which the sole and principal beneficiary designated shall be the company named "GRUPO OLINX", S.A.P.I. DE C.V., SOFOM, E.N.R.

The "Parties" agree that the amount stated to cover the life insurance will be directly discounted from the amount that will be given to the "DEBTOR" in Credit. On this understanding, the "DEBTOR" authorizes the "CREDITOR" from this moment on to withhold and make the referred discount.

**(v) Damage Insurance.** At the request of the "CREDITOR", the "DEBTOR" shall be obliged to hire a Damage Insurance Policy in accordance with the specifications required by the former to the latter, in order to secure the Pledge and/or Mortgage Guarantee, if any, set forth in this Agreement. With this understanding and due to the special characteristics of each operation, the "DEBTOR" shall pay the "CREDITOR" the amount specified in subsection r) of "Annex E", for the purchase of a damage insurance policy in order to secure the Pledge and/or Mortgage Guarantee which are also specified in subsection r) of "Annex E"; insurance under which the sole and principal beneficiary designated shall be the company named "GRUPO OLINX", S.A.P.I. DE C.V., SOFOM, E.N.R.

The "Parties" agree that the amount stated to cover the damage insurance will be directly discounted from the amount that will be given to the "DEBTOR" in Credit. On this understanding, the "DEBTOR" authorizes the "CREDITOR" from this moment on to withhold and make the referred discount.

**NINTH. PAYMENT APPLICATION.** The "DEBTOR" expressly authorizes the "CREDITOR" to apply its Repayments to the oldest balance Owed, to the extent and in the corresponding proportion to such payment, in the following order: (i) Payment of taxes incurred; (ii) Default Interests; (iii) Overdue Regular Interests; (iv) Current Regular Interests; (v) Overdue Principal Repayments; (vi) Current Principal Repayments.

Both Parties agree that the provisions of this clause will apply when the "DEBTOR" makes payments for amounts inferior to those expressed in the Repayment Schedule and when the "CREDITOR" receives late payments from the "DEBTOR" and in connection to which the default interest and its respective VAT have not yet been paid, if applicable.

**TENTH. REGULAR INTERESTS.** The "Parties" agree that regular interest shall be accrued as of the date of signing of this Agreement, and shall be calculated in accordance with the Credit Term, becoming due on the Payment Dates, calculated based on the rules and formulas applicable to the interest rate agreed by the Parties as Regular Interest. The interest applicable to this Agreement, in accordance with the provisions of this point, may not be charged in advance, and therefore may only be charged for matured Periods; with the exception of the provisions of the SEVENTH clause of the Agreement.

The Parties agree that the rate agreed upon as Regular Interest may be adjusted proportionally to the increases in the TIEE reference rate (TIEE, balance interbank interest rate)

**ELEVENTH. DEFAULT INTERESTS.** If the "DEBTOR" fails to pay on time any amount due under this Agreement, the "CREDITOR" shall have the right to demand Default Interest, therefore, the unpaid amount shall cause default interest and shall be payable as of a Payment Date in the absence of compliance by the "DEBTOR" with its payment obligation.

It shall be understood that there is a Period without payment when the "DEBTOR" is one day in default, in relation to any of the dates fixed as Payment Date. Default interest shall be calculated from the day following the date on which the payment should have been made until the date the payment is made in full.

Default Interest shall be calculated based on the rules and calculations applicable to the interest rate agreed by the "Parties". Default interest shall cease to accrue when the "DEBTOR" is up to date with its payments.

**TWELVETH.- COMMON PROVISIONS FOR DEFAULT AND REGULAR INTERESTS.** If according to the VAT Law, the "DEBTOR" must pay such tax on the regular and/or default interest agreed to in this Agreement, the "DEBTOR" is obliged to pay the "CREDITOR" the aforementioned tax together with the aforementioned interests.

The Parties agree, in accordance with the terms of Article 87-I (letter i) of the General Law of Auxiliary Credit Organizations and Activities, that accrued and unpaid interest shall be capitalized, provided that the **"CREDITOR"** provides the **"DEBTOR"** with an account statement reflecting such capitalization of interest.

**THIRTEENTH. PREPAYMENTS AND/OR ADVANCE PAYMENTS.** The **"Parties"** agree that the **"DEBTOR"** may pay in advance the unpaid balance of the credit it has. For this purpose, the **"DEBTOR"**, at its option and prior written notice to the **"CREDITOR"**, may make advance and/or prepayments, using a free writing in which it clearly invokes the provisions of this Agreement.

The making by the **"DEBTOR"** of advance and/or prepayments shall be subject to the following:

A) Prepayments: The **"CREDITOR"** will accept prepayments, provided that the **"DEBTOR"** complies with the following terms:

- The **"DEBTOR"** request so in writing.
- The **"DEBTOR"** is up to date in all its due payments.
- Prepayments may be made at any time and provided that they are made for an amount equal to or greater than the payment due for the corresponding period; as specified herein, for the payment to be considered as a prepayment, it must be greater than the payment due on the immediately following payment date.

In compliance with the above, when the **"DEBTOR"** requests to make prepayments, the **"CREDITOR"** must inform the **"DEBTOR"** of the Unpaid Balance. Said information must be given in writing if the prepayment is made at one of its branches or by e-mail when the payment is made outside the branch.

The **"CREDITOR"** shall apply the prepayments exclusively to the Unpaid Balance of the principal.

When the amount of the prepayments is not sufficient to repay the Unpaid Balance in full, the **"CREDITOR"** shall reduce the amount of the outstanding periodic payments or reduce the number of payments to be made. In both cases, the **"CREDITOR"** shall calculate the amount of interest to accrue, based on the new Unpaid Balance. In the event of failure to comply with the aforementioned requirements (which are the responsibility of the **"DEBTOR"**), the **"CREDITOR"** reserves the right to accept the prepayment, as well as its application if applicable.

In the case of Prepayments, **"DEBTOR"** may choose to apply such Payment to: i) reduce the Credit Term, while maintaining the same amount for Partial Payments; or ii) apply the payment to reduce the amount for Partial Payments, while maintaining the same Credit Term. **"DEBTOR"** must inform the **"CREDITOR"** in writing which of the two options it prefers. If the **"DEBTOR"** does not inform the **"CREDITOR"** which of the two options it prefers, the

Prepayment will be applied to reduce the term of the credit, keeping the same amount for Partial Payments, always applying said Prepayment in the order of the most distant to the closest Partial Payment as established in the Repayment Table.

Each time the **"DEBTOR"** makes a Prepayment, the **"CREDITOR"** shall deliver the **"DEBTOR"** proof of such payment.

In case of prepayments for an amount equal to the Unpaid Balance, the **"CREDITOR"**, in addition to the proof of payment, shall deliver or keep available for the **"DEBTOR"**, the account statement or document stating the end of the contractual relationship and the non-existence of debts derived exclusively from such relationship, within ten business days after the payment of the debts has been made or on the following cut-off date.

In case of prepayments, the **"CREDITOR"** shall issue the new current Repayment Schedule corresponding to the new outstanding balance of the Credit, which shall be available to the **"DEBTOR"** at the **"CREDITOR's"** domicile. Such information shall be given in writing upon receipt of the Prepayment no later than the date on which the account statement for the period in which the prepayment was made is released. It shall be the responsibility of the **"DEBTOR"** to obtain the current Repayment Schedule. The fact that the **"DEBTOR"** makes prepayments does not exempt he/she/it from the obligation to make the following immediate payments. Payments made before the due date (K) shall be considered as prepayments and not as advance payments.

B) Advanced Payments: When the **"DEBTOR"** so requests, the **"CREDITOR"** may receive advance payments, i.e., payments that are not yet due, in order to apply them to cover immediate subsequent periodic payments. The following shall be complied with in the case of advance payments:

- If at the time of making the advance payment the **"DEBTOR"** has outstanding debts, such amount shall be applied in accordance with the terms of this Agreement.

- When the amount of the payment exceeds the amount to be covered in a Period, the **"CREDITOR"** must obtain from the **"DEBTOR"** written document with a handwritten signature including the following caption:

*"The User authorizes that the resources delivered over and above his/her/its due obligations, are not applied for prepayments of the principal, but are used to cover in advance the following immediate periodic payments of the Credit".*

When the **"CREDITOR"** receives the payment not yet due for the Period (immediately following payment date) or lesser amounts, the writing mentioned in the preceding paragraph shall not be necessary. Each time the **"DEBTOR"** makes an Advance Payment, the **"CREDITOR"** shall deliver a voucher of such payment.

**FOURTEENTH.- REQUIREMENTS AND PROCEDURES FOR CANCELLATION OR EARLY TERMINATION OF THE AGREEMENT.** The "DEBTOR" may request the early termination of the Agreement, by means of a request submitted to the Specialized Unit, on business days and hours, from 9:00 a.m. to 2:00 p.m. and from 4:00 p.m. to 6:00 p.m. Said request must be duly signed by the "DEBTOR" or its representative and a copy of official identification must be attached thereto in order to verify the authenticity and veracity of the "DEBTOR's" information, the aforementioned request must include the full name of the credit holder and the reference number thereof, and the "CREDITOR" is authorized to confirm with the "DEBTOR" or its representative, by telephone, any data or information provided. Once the request has been submitted, the "CREDITOR" will provide the "DEBTOR" with an acknowledgement of receipt, confirmation code or folio number.

Moreover, upon receipt of the aforementioned request, the "CREDITOR":

- I. Consequently, no additional charges may be made from the time of cancellation, except for those already generated but not reflected or those incurred due to the passage of time as provided in this Document.
- II. Will cancel, through no fault of its own, the collection of any product or associated service, as well as services.
- III. Will refrain from subordinating the termination of the Agreement to any other act not foreseen in the Document;
- IV. Will refrain from collecting from the "DEBTOR" any fee or penalty for the termination of the Agreement.
- V. In case of hiring an additional product or service that is necessarily linked to the main agreement, that is to say, that cannot subsist without it, at the time the main agreement is terminated, the additional products or services must also be terminated.

Furthermore, in the event that there is more than one product or service offered jointly for the benefit of the "DEBTOR" that are related to each other, if they can continue to exist independently, at the time of cancellation of any of them, the conditions of the remaining ones may be modified, informing the "DEBTOR" of this situation.

The "CREDITOR" shall terminate the agreement on the business day following the day on which it receives the request, provided that there are no outstanding debts. Otherwise, it will inform the "DEBTOR" of the amount of the debts no later than the business day following receipt of the request, and within five business days following the request it will make such information available to the "DEBTOR" at a certain date, at the branch office chosen by the "DEBTOR", once the debts have been settled, the Agreement will be terminated.

Also, the "CREDITOR" will provide the "DEBTOR" the balance credited to him/her/it, if applicable, on the date on which the operation is terminated or if the "DEBTOR" has not visited the branch or office of the "CREDITOR", the latter will inform him/her/it that it is at his/her/its disposal and will determine how it can be returned, which will be by wire transfer or payment in a check payable in the name of the bearer.

The "CREDITOR" shall deliver and keep at the disposal of the "DEBTOR", the account statement or document stating the end of the contractual relationship and the non-existence of debts derived exclusively from such relationship, within ten business days after the payment of the debts has been made or on the following cutoff date. The "CREDITOR" shall in turn report to the credit information companies that the account is concluded with no debts whatsoever within the term established by the Law to Regulate Credit Information Companies (*Ley para Regular las Sociedades de Información Crediticia*).

The "CREDITOR" shall at all times refrain from conditioning the termination of the Agreement upon the return of the agreement held by the "DEBTOR".

As long as the total amount of the debts is not settled, the termination of the Agreement will not have any effect; however, the "CREDITOR" will not be able to make additional charges and will only be able to charge the corresponding non-payment fees, as well as the interests accrued until the "DEBTOR" settles the entire balance of the Credit; the "DEBTOR" will keep the same payment date and conditions it had prior to the termination request.

If the "DEBTOR" does not request the "CREDITOR" the early termination of the Agreement and makes the payment of the full amount of the credit granted, as well as the related incidental expenses, the "CREDITOR" shall deliver or keep available for the "DEBTOR", the account statement or document stating the end of the contractual relationship and the non-existence of debts derived exclusively from such relationship, within ten business days after the payment of the debts has been made or on the following cutoff date.

**FIFTEENTH.- JOINT AND SEVERAL LIABILITY.**

In case of participation of the "JOINT OBLIGOR" in this Agreement. Based on Articles 1988 and 1989 of the Federal Civil Code and equivalent articles in the different States of the Mexican Republic and Mexico City (CDMX), the individual(s) referenced in Annex B of this agreement, who have the capacity of Joint Obligor(s), is/are hereby acknowledged before the "CREDITOR" with such capacity, with respect to each and every one of the obligations undertaken by the "DEBTOR" under this agreement. Therefore, the "JOINT OBLIGOR" undertakes the obligation to pay duly and on time the full amount of the credit and its legal incidental expenses, under the same terms as the "DEBTOR", being liable to the "CREDITOR" with all its current and future

assets, for the fulfillment of each and every one of the obligations established in this agreement, including those of payment.

The joint and several liability with which the joint obligor(s) is/are constituted in this Agreement shall be of a passive nature, that is to say, each one shall be liable for the whole of the obligation owed, under the terms set forth in Article 1987 of the Federal Civil Code, consequently waiving the provisions of said article, as well as the provisions of the aforementioned Article 1989 insofar as it/they may benefit from it/them. Therefore, the **"JOINT OBLIGOR"** undertakes the obligation to make any of the payments or otherwise make the payment of the entire amount of the Credit granted, all of the Regular Interests, as well as all of the Default Interests, including the obligation to make the payments for those expenses incurred when the **"CREDITOR"** takes extrajudicial or judicial actions in order to obtain the payment, as well as to make the payment of any other expense generated under this Agreement; which he/she/it undertakes to carry out, in the event of any default by the **"DEBTOR"**.

Considering the foregoing, the **"JOINT OBLIGOR"** undertakes to pay the full amount of the credit and its legal incidental expenses on a timely manner, under the same terms as the **"DEBTOR"** is obligated, and is liable to the **"CREDITOR"**, with all its current and future assets, for the fulfillment of each and every one of the obligations set forth in this agreement. The joint and several liability assumed in this clause does not imply nor shall it imply an extinction, decrease, release, modification or transfer of the obligations of the **"DEBTOR"** derived from this Agreement. The joint and several liability shall subsist in its entirety until the **"CREDITOR"** is paid for all that is owed to it by virtue of the Agreement and its legal incidental expenses.

**SIXTEENTH. PLEDGE.** In case of participation of the **"PLEDGING GUARANTOR"** in this Agreement; the latter in order to guarantee the fulfillment of all the obligations of the **"DEBTOR"** pursuant to this Document, and particularly to guarantee the payment of the Debt and of all the amounts to which he/she/it is obligated (*obligations of the "DEBTOR"*), in favor of the **"CREDITOR"**; the **"PLEDGING GUARANTOR"** hereby grants the Pledge. Therefore, this Document evidences the physical and legal delivery in favor of the **"CREDITOR"** of the Pledge (unless otherwise agreed in the Special Clauses of **"Annex C"**). The Parties agree that the Pledge is subordinated to all the Special Clauses set forth in **"Annex C"**, including those referring to the penalties applicable against the **"PLEDGING GUARANTOR"** and/or **"DEBTOR"**, for the breach of the covenants established for the Pledge in the Agreement and particularly contained in section C, of the aforementioned **"Annex C"**.

**SEVENTEENTH.- MORTGAGE GUARANTEE.** In case of participation of the **"MORTGAGE GUARANTOR"** in this Agreement; the latter in order to guarantee the fulfillment of all the obligations of the

**"DEBTOR"** pursuant to this Document, and particularly to guarantee the payment of the Debt and of all the amounts to which he/she/it is obligated (*obligations of the "DEBTOR"*), in favor of the **"CREDITOR"**; the **"MORTGAGE GUARANTOR"** hereby grants the Mortgage Guarantee. The Parties agree that the Mortgage Guarantee is subordinated to all the Special Clauses set forth in Section C of **"Annex D"**, including those relating to (i) the form, terms and conditions under which the Mortgage Guarantee is granted, as well as (ii) the penalties applicable against the **"MORTGAGE GUARANTOR"** and/or **"DEBTOR"**, for the breach of the covenants established for the Mortgage Guarantee in the Agreement and particularly contained in said Section C of **"Annex D"**.

**EIGHTEENTH.- LIQUID GUARANTEE.** Before the delivery of the Credit Amount in favor of the **"DEBTOR"**, the parties may agree to establish a Liquid Guarantee, which shall be subject (*in case of its establishment*) to the rules set forth in this clause.

The Parties agree to establish a Liquid Guarantee in the amount referred to in subsection t) of **"Annex E"**, which shall have the purpose of preventing the **"DEBTOR"** from defaulting on any of the Partial Payments to which he/she/it is obligated pursuant to this Agreement; Liquid Guarantee that may be applied as follows:

**A)** If the **"DEBTOR"** fails to make any of the Partial Payments on the corresponding Payment Date set as due date, in accordance with the Agreement, or if the **"DEBTOR"** fails to make in full the Partial Payment for the amount set for the latter; the **"CREDITOR"** will have the right to take the necessary sum of the amount fixed as Liquid Guarantee, in order to cover the Partial Payment. In such case the payment shall be deemed to have been effectively made in favor of the **"DEBTOR"**.

**B)** The provisions of the preceding subsection may be applied in favor of the **"DEBTOR"** as long as there is any amount available as Liquid Guarantee, in case there is no amount, the rules set forth in the Agreement for the cases in which the **"DEBTOR"** incurs in default in relation to the obligations set forth therein shall be applicable.

**C)** The feasibility of the provisions contained herein is limited to the existence and availability of any amount of Liquid Guarantee.

**D)** The **"CREDITOR"** shall not require the approval of the **"DEBTOR"** for the application of such Guarantee.

**E)** Should the **"DEBTOR"** make all of its Partial Payments on the corresponding Payment Dates, the **"CREDITOR"** shall deliver the amount set as Liquid Guarantee together with the document delivered in favor of the former as termination of the contractual relationship and proof of compliance with the obligations set forth in this Agreement, if applicable.

The Parties agree that the Liquid Guarantee may be subordinated to all Special Clauses, if any, set forth in subsection u) of "**Annex E**" (if different covenants to those set forth in this clause are agreed upon, otherwise, the Liquid Guarantee shall only be subordinated to what is set forth herein).

The Parties agree that the amount set as Liquid Guarantee Will be set forth in subsection t), of "**Annex E**", Will be withheld and discounted directly from the amount that will be given to the "**DEBTOR**" as Loan. On this understanding, the "**DEBTOR**" authorizes the "**CREDITOR**" from this moment on to withhold and make the referred discount.

#### **NINETEENTH.- GENERAL PROVISIONS FOR THE GUARANTEES AND THE JOINT OBLIGOR.**

This clause, in particular, shall be applicable based on the persons appearing in this act and the type of Annexes that are executed by the aforementioned persons.

The guarantees referred to in clauses SIXTEENTH, SEVENTEENTH, EIGHTEENTH, as well as the obligations to which the "**JOINT OBLIGOR**" undertakes to comply with, may not be restricted or cancelled while there is a balance in favor of the "**CREDITOR**" payable by the "**DEBTOR**" in accordance with the terms and conditions agreed upon in the Agreement by the parties, either for the Credit granted, the other agreed incidental expenses or because this Document has not reached its maturity, or because the latter does not comply with all the agreed obligations at its charge according to the rules and requirements applicable to each one of such obligations.

The Parties further agree that none of the guarantees set forth in clauses SIXTEENTH, SEVENTEENTH, EIGHTEENTH, as well as the obligations of the "**JOINT OBLIGOR**", shall (not) enjoy any type of preference among them, therefore it shall be the right of the "**CREDITOR**" to execute at its discretion any of said guarantees or obligations based on the procedures agreed in this Agreement or, if applicable, in accordance with the procedures permitted by the applicable laws to each guarantee or obligation in particular, the latter being able to execute all the guarantees at the same time or only one of them at will.

#### **TWENTIETH. AGREEMENT ANNEXES AND THEIR INTERPRETATION.**

The "Parties" agree to accept the following documents as Annexes to this Agreement, which shall form an integral part of the latter and shall be deemed to be fully transcribed herein for all legal purposes: (i) the Credit Coversheet, (ii) "**Annex A**", (iii) "**Annex B**", (iv) "**Annex C**", (v) "**Annex D**", (vi) "**Annex E**" and those documents provided by the Parties on the basis of which the "**CREDITOR**" made the decision to grant the Credit in favor of the "**DEBTOR**". Regarding the aforementioned, the "**DEBTOR**" and, if applicable, the other appearing individuals or legal entities (as "**JOINT OBLIGOR**", "**PLEDGING GUARANTOR**", "**MORTGAGE GUARANTOR**") acknowledge that for the legal existence of this Agreement, the execution of the Credit

Agreement, "**Annex A**", "**Annex E**" and the Credit Coversheet are sufficient for the legal existence of this Agreement; this since the execution of Annexes B, C and D obeys the appearance of the individuals or legal entities that voluntarily acquire the status of "**JOINT OBLIGOR**", "**PLEDGING GUARANTOR**" or "**MORTGAGE GUARANTOR**".

The Annexes shall consist of the characteristics, data, definitions, documents and other information necessary for the correct interpretation of this Agreement; therefore, it shall not be necessary that such Annexes specify the exact clauses, sections, paragraphs or lines that complement the characteristics, data, definitions, documents and other information contained in the aforementioned Annexes. Without contradicting the foregoing, the Annexes shall use the same or similar terms and/or definitions set forth in this document, for the sole purpose of facilitating the understanding and interpretation of the Agreement. Therefore, the **Parties** declare that they have agreed to each of the clauses, Special Clauses, terms and conditions set forth in this Document, and therefore, in relation to the wording used, they comprehend, understand and share the interpretation made by the "**CREDITOR**" with respect to this Agreement.

#### **TWENTY-FIRST.- DISCOUNT AND ASSIGNMENT.**

The "**DEBTOR**" expressly authorizes the "**CREDITOR**", under the terms of Article 299 of the LGTOC, to assign or discount, even before the maturity of this agreement or of the drawdowns made under this agreement, the rights in its favor that evidence the drawdowns of the credit. On the other hand, the "**DEBTOR**" may not assign, pledge, transfer or in any way negotiate the rights or obligations in its favor or under its charge arising from this Agreement.

#### **TWENTY-SECOND. RESTRICTION AND REPUDIATION.**

The "**CREDITOR**" reserves the right to restrict the term of the Agreement, of the drawdown of the amount of the Credit or both at the same time, or to terminate the Agreement, by means of a simple written communication addressed to the "**DEBTOR**", for which the latter expresses its conformity, in which case the Agreement will be terminated in the undrawn part. In the event that the Credit is restricted, the "**DEBTOR**" shall not be able to use it according to the provisions of this Agreement.

#### **TWENTY-THIRD. CAUSES OF EARLY TERMINATION.**

The Parties agree that if the "**DEBTOR**" incurs in any of the causes of early termination mentioned below, the "**CREDITOR**" reserves the right to terminate this agreement in advance, without the need of judicial ruling, and therefore immediately require the full amount of the credit drawn down in a single payment. These causes of early termination are:

a) If the "**DEBTOR**" fails to pay on time any principal amount, interests, fees or any other amounts payable under the terms of this Agreement.



b) If any representation made in the Agreement by the **"DEBTOR"** and/or the **"JOINT OBLIGOR"** and/or the **"PLEDGING GUARANTOR"** and/or the **"MORTGAGE GUARANTOR"** and other documents executed under it or under any document delivered in connection with such transaction is false or incorrect on the date it was made, delivered or on the date on which the **"CREDITOR"** becomes aware of such assumption, respectively; as well as in the event that they have omitted to provide data and information to the **"CREDITOR"**, which, if provided, the latter would have denied the granting of the Credit.

c) If this Agreement ceases, for any reason, to have full legal force and effect or if the **"DEBTOR"** so declares.

d) If the **"DEBTOR"** does not use the Credit granted precisely for the purpose for which it was granted, diverting all or part of such resources for other purposes.

e) If the **"DEBTOR"** and/or the **"JOINT OBLIGOR"** and/or the **"PLEDGING GUARANTOR"** and/or the **"MORTGAGE GUARANTOR"** do not comply with their obligations as agreed in this Agreement.

f) If the **"DEBTOR"** admits in writing or by any other means, its inability to pay its debts or requests its declaration of bankruptcy status or a lawsuit of such proceeding is filed against it.

g) If the fixed assets destined to the operation of the **"DEBTOR's"** company are subject to seizure or encumbrance by third parties, which may jeopardize the operation of the company or the fulfillment of the **"DEBTOR's"** payment obligations under this Agreement.

h) By the death, incapacity, disqualification or absence of the **"DEBTOR"**, or by dissolution of the company in the case of a legal entity.

i) If the **"DEBTOR"** changes its corporate purpose or line of business, enters into a state of dissolution or liquidation, merges with another company or splits, without the authorization of the **"CREDITOR"**.

j) If the current shareholders who control the management of the **"DEBTOR"** cease to be owners of the shares issued by the **"DEBTOR"** or the proportions of ownership thereof were to decrease from the current proportions, which would result in the loss of control of the **"DEBTOR"**.

k) Overall, in case of any breach of the obligations undertaken by means of this Agreement and in all other cases in which, in accordance with the law, such obligations should be deemed to have expired.

**TWENTY-FOURTH. OBLIGATIONS OF THE PARTIES IN FAVOR OF THE "CREDITOR"**. During

the term of this Agreement, the **"DEBTOR"** and the **"JOINT OBLIGOR"** assume the following obligations:

i) They must inform the **"CREDITOR"** of any breach or possible breach of the covenants set forth in this Agreement.

ii) They shall notify the **"CREDITOR"** within five business days from the date on which they become aware of the existence of any action, claim, lawsuit or proceeding against them or of any labor dispute of an individual or collective nature that affects or may affect their financial situation and their ability to comply with their obligations under this agreement.

iii) They must comply with all legal provisions necessary for the adequate development of their commercial or professional activity, obtaining all licenses, permits, authorizations and concessions required, complying with the norms and agreements issued by any authority.

iv) They must provide the **"CREDITOR"** with the information required in order to verify the purpose of the credit.

v) They must provide the information required by the **"CREDITOR"** in order to verify the fulfillment of the obligations undertaken by the **"DEBTOR"** under this Agreement.

vi) They must invest the amount of the Credit solely and exclusively for the purposes for which it was granted.

vii) They agree not to incur additional debts to those covered by this Agreement, whether short, medium or long term, that affect their solvency or ability to pay.

viii) They may not grant loans or advances to third parties that in any way affect their solvency or payment capacity, except to their suppliers.

ix) They may not carry out acts that imply their extinction, activity suspension, merger, absorption or spin-off.

x) Regarding its financial creditors at the date of execution of this Agreement, it may not modify the conditions agreed with them regarding the granting of guarantees, extension of guarantees and changes to financial conditions, in such a way that they become more onerous.

xi) They may not, under any title, grant usufruct or establish any type of encumbrance on the assets and property owned by them that have been reported as proof of solvency.

xii) They shall comply with each and every one of their obligations under this Agreement.

xiii) Provide any information or documents requested, so the **"CREDITOR"** complies with the obligations before the

authorities that supervise the *Sociedades Financieras de Objeto Múltiple* (Multiple Purpose Financial Institutions).

**TWENTY-FIFTH. CUSTOMER SERVICE AND SUPPORT.** In order to provide a better service, the "DEBTOR" is provided with information about the Specialized Attention Unit, where the process to be followed in each particular case will be indicated. The office of the Specialized Unit is located at the building located at Bajada de las Águilas number 1240, Lomas del Valle neighborhood, Zip Code 45129, municipality of Zapopan, State of Jalisco; telephone (33) 3109 3539 during business hours from 10:00 a.m. to 2:00 p.m. and from 4:00 p.m. to 6:00 p.m., Monday through Friday, being the head of the Specialized Unit Attorney at Law Salvador Bucio Acosta.

**Email:** [grupo.olinx@gmail.com](mailto:grupo.olinx@gmail.com), webpage: <http://grupocapem.com/>

**TWENTY-SIXTH. REQUESTS, INQUIRIES AND CLARIFICATIONS.** The "DEBTOR" may at any time make inquiries about balances, transactions and movements at the UNE, going to the UNE on business days and hours, for which it will be necessary for the "DEBTOR" or his representative to go to the UNE with official ID.

Moreover, when the "DEBTOR" does not agree with any of the movements appearing in the respective account statement, he/she/it may submit a request for clarification within ninety calendar days from the cut-off date or, as the case may be, from the date the transaction or service was performed.

Such request may be submitted to UNE in writing, by e-mail or any other means by which its receipt can be reliably verified. In all cases, the "CREDITOR" shall be obliged to acknowledge receipt of such request.

Once the request for clarification has been received, the "CREDITOR" shall have a maximum term of forty-five days to deliver the "DEBTOR" the corresponding opinion, attaching a simple copy of the document or evidence considered for the issuance of such opinion, based on the information that should be in its possession, as well as a detailed report in which all the facts contained in the request submitted by the "DEBTOR" are answered. In the case of claims related to operations carried out abroad, the term provided in this paragraph shall be up to 180 calendar days.

The aforementioned opinion and report must be made in writing and signed by personnel of the "CREDITOR" authorized to do so. If, according to the opinion issued by the "CREDITOR", the collection of the respective amount is appropriate, the "DEBTOR" shall pay the amount due, including regular interests as agreed, without the collection of default interests and other incidental expenses generated by the suspension of payment made under the terms of this Clause.

Within forty-five calendar days from the delivery of the opinion referred to in the preceding paragraph, the

"CREDITOR" will be obliged to make available to the "DEBTOR" at the UNE, the file generated as a result of the request, as well as to integrate therein, under its strictest responsibility, all the documents and information that, in accordance with the applicable provisions, must be in its possession and that is directly related to the corresponding request for clarification and without including data corresponding to transactions related to third parties.

Until such time as the request for clarification in question is resolved in accordance with the procedure set forth in this Clause, the "CREDITOR" may not report the amounts subject to such clarification to the credit information companies as overdue.

The procedure foreseen in this Clause shall cease to be effective once the Client files a claim before a jurisdictional authority or conducts his claim under the provisions and terms of the Law for the Protection and Defense of Financial Services Users (*Ley de Protección y Defensa al Usuario de Servicios Financieros*).

**TWENTY-SEVENTH. ACCOUNT STATEMENTS.**

The "DEBTOR" will be able to know its balance as well as the debits and credits made, in the Account Statements made available by the "CREDITOR" on a semi-annual basis. The contracting parties hereby expressly acknowledge and agree that said Account Statements shall be delivered free of charge by the "CREDITOR" to the "DEBTOR" at any of its branches as well as at the domicile of the Specialized Customer Service Unit within ten days following the corresponding cut-off date, without in any case ceasing to generate Account Statements. If the "DEBTOR" does not obtain the corresponding account statement, this does not release him/her/it from the fulfillment of the obligations assumed by means of this agreement.

The change of the delivery method agreed upon by the contracting parties, if any, must have the consent of the "DEBTOR", which must necessarily be granted in a written document submitted at any of the branches of the "CREDITOR" or at the Specialized Unit of the "CREDITOR"; or, as the case may be, the means by which the "DEBTOR" authorizes the delivery of said Account Statement may be established in any Annex or even in the Credit Coversheet, which may be sent through the e-mail address stated by the "Parties", as the case may be.

Furthermore, the "DEBTOR" may consult the balances, transactions and movements of the credit at any branch of the "CREDITOR" or at the UNE, with the only requirement of carrying the current official ID of the former or its representative and the identification data of the credit.

When the "DEBTOR" settles the credit granted by means of this Agreement, the "CREDITOR" shall make available to the "DEBTOR" on the next business day after receiving the respective settlement, an account statement stating the end of the contractual relationship and the cancellation of the rights

and obligations derived from this agreement, with special emphasis on the fact that there are no debts between the Parties.

**TWENTY-EIGHTH. DOMICILES.** All notices and communications required by the **Parties** under this Agreement, including those of a judicial nature, shall be made at the domiciles indicated in the Annexes executed together with this document, which are deemed to be reproduced herein for all legal purposes as if they were inserted verbatim. As long as the Parties do not notify the **"CREDITOR"** in writing of the change of their respective domiciles, the summons and other judicial or extrajudicial proceedings shall be carried out at the domiciles referred to in the executed Annexes, agreeing that as long as the change of domicile of any of the parties is not communicated in writing, any proceeding, action, notification, summons, requirement or communication shall be legally effective at the domiciles that were indicated.

If any of the Parties changes its domicile, it must notify the other Parties of such circumstance within five business days of such change. As long as the Parties do not notify the change of their domiciles, the summons, notifications and other judicial and extrajudicial proceedings shall be carried out and shall have all their legal effects at the domiciles indicated in this Clause, for which reason no grounds for nullity of notifications may be asserted for such reason.

**TWENTY-NINTH. ENFORCEABLE INSTRUMENT.** The Parties agree that the **"CREDITOR"** may, in the event of default by the **"DEBTOR"**, file a commercial executory proceeding against the latter pursuant to Article 87-F of the General Law of Auxiliary Credit Organizations and Activities, which provides that credit agreements entered into by *sociedades financieras de objeto múltiple, no reguladas*, together with the account statement certified by the accountant of the corresponding company, shall constitute a commercial enforceable instrument, which may be enforceable under the terms of the applicable laws.

The account statement shall contain information on the identification of this Agreement, the initial principal drawn down, the unpaid principal, the principal pending maturity, the interest rates of the credit, the default interests accrued, the interest rate applicable to default interests, and the amount of incidental expenses accrued.

**THIRTEENTH.- AMENDMENTS.** The Parties may at any time modify the terms and conditions of this Agreement, subject to prior written agreement between the Parties.

Furthermore, the Parties to this Agreement expressly agree that in the event the **"DEBTOR"** wishes to make any modification to this Agreement, he/she/it must submit a written notice to the domicile of the **"CREDITOR"** where the credit was granted, the **"DEBTOR"** shall specify in said writing the changes it wishes to make to the Agreement and documents executed under the Agreement, the

**"CREDITOR"** in turn shall have a term of thirty calendar days to answer whether or not it accepts the modifications requested by the **"DEBTOR"**, and if so, whether it is required to adapt them to the Coversheet, Annexes or any other document executed under it, it being understood that the refusal of the **"CREDITOR"** to carry out the amendments proposed by the **"DEBTOR"** shall in no case be considered as a breach by the **"CREDITOR"** of its obligations under this Agreement.

Should the **"CREDITOR"** request the amendment of the Agreement, Coversheet, Annexes and other documents executed pursuant thereto, it shall give notice to the **"DEBTOR"** thirty calendar days prior to the effective date, and shall notify the **"DEBTOR"** of the proposed amendments, by means of a notice included in the corresponding account statement. The notice shall specify in a conspicuous manner the date on which the modifications shall take effect. The notices of amendments to the Agreement must indicate, at least:

- I. Corporate name and logo of the **"CREDITOR"**;
- II. Name of the product or service;
- III. Domicile and telephone of the **"CREDITOR"**, as well as domicile, telephone and e-mail of the UNE.;
- IV. Summary of all the amendments made and in the case of Fees and interest rates, they should indicate which were the previous ones and which are the new ones;
- V. Date from which they become effective, and
- VI. User's right to terminate the Agreement.

If the **"DEBTOR"** does not agree with the amendments proposed by the **"CREDITOR"**, it may request the termination of the Agreement within thirty calendar days after the effective date of such amendments, without any liability or fee at its expense and under the terms originally agreed, having to cover, if applicable, the debts already generated until the end of the operation or service, without the **"CREDITOR"** being able to charge it any penalty for such cause.

Upon expiration of the term set forth in the preceding paragraph, without the **"CREDITOR"** having received any communication from the **"DEBTOR"**, the amendments to the Agreement shall be deemed accepted.

This Agreement may not be modified in terms of interest rates, nor may new fees be established or modified, nor may the amounts of existing fees be increased, unless otherwise agreed, or when this credit is restructured, in which case prior consent of the **"DEBTOR"** must be obtained.

For any amendment to the Fees, the **"CREDITOR"** must inform the **"DEBTOR"** of the increases in the amount of the Fees, as well as the new Fees it intends to charge the

**"DEBTOR"**, at least thirty calendar days prior to the date on which they are expected to take effect; by means of the corresponding account statement. Notwithstanding the foregoing, the **"DEBTOR"** shall have the right to terminate the agreement if it does not agree with the new amounts, without the **"DEBTOR"** being able to charge any additional amount for this fact, with the exception of the debts that have already been generated at the date the **"DEBTOR"** requests to terminate the service or those that may be generated in the period that the latter takes to settle its debt.

**THIRTY-FIRST. CLAUSE HEADINGS.** The **"Parties"** agree that the headings of the clauses appearing in this instrument are for the sole purpose of facilitating their reading, and therefore do not define or limit their content. For interpretation purposes, the contents of the annexes, representations and clauses, and in no way the headings of the latter, shall be taken into consideration.

**THIRTY-SECOND. SEVERABILITY.** If any provision of this Agreement is held invalid under applicable law, such provision shall be deemed modified to the extent necessary to make it valid, maintaining as nearly as possible its original intent; no provision of this Agreement shall be affected by the fact that another provision is held invalid.

**THIRTY-THIRD.- UNFORESEEABLE CIRCUMSTANCES.** The **"DEBTOR"**, the **"JOINT OBLIGOR"**, the **"PLEDGING GUARANTOR"**, the **"MORTGAGE GUARANTOR"** are obliged to comply with each and every one of the obligations assumed in this Agreement, even in the event of unforeseeable circumstances and force majeure.

**THIRTY-FOURTH.- DUTIES AND FEES.** All duties and fees arising from this Agreement will be borne solely and exclusively by the **"DEBTOR"**.

Moreover, the **"DEBTOR"** shall be responsible for the administrative expenses, fees and other charges set forth in the Credit Coversheet and in **"Annex E"**, as well as for all expenses arising from the granting of the credit and any other legal proceedings arising from this Agreement or its breach.

Should the **"CREDITOR"** be forced to execute this Agreement, whether by judicial, conventional or arbitration proceedings, the **"DEBTOR"** shall cover at its sole expense the judicial and/or extrajudicial collection expenses, costs, fees and costs of such proceedings and in general any disbursement that the **"CREDITOR"** has made or has to make as a result of the forced execution of this Agreement.

**THIRTY-FIFTH. APPLICABLE LAWS AND COMPETENT COURTS.** For all matters relating to the interpretation and performance of this Agreement, the Credit Coversheet, Annexes and other documents executed hereunder, the Parties state that the Federal and Local Laws in force in Guadalajara, Jalisco are applicable, and expressly submit for their interpretation, compliance and execution to

the competent courts and judicial authorities in the city of Guadalajara, Jalisco, whether of Common or Federal jurisdiction, waiving the jurisdiction that by domicile or for any other reason, either now or in the future, may be applicable to them.

**THIRTY-SIXTH.- GOOD FAITH AND ABSENCE OF DEFECTS.** The **"Parties"** expressly state that this Agreement contains their faithful, spontaneous and deliberate will to enter into it and that it does not contain any error, fraud, omission or defect of consent or will in its execution, therefore it cannot be invalidated for such causes since it is entered into in good faith by the Parties.

**THIS AGREEMENT, HAVING BEEN READ BY THE PARTIES AND BEING AWARE OF ITS VALUE, SCOPE AND LEGAL CONSEQUENCES, THEY HAVE EXPRESSED THEIR CONSENT WITH ITS CONTENTS, RATIFY IT AND SIGN IT FOR RECORD IN THE CITY OF ZAPOPAN, JALISCO, ON THE XXX DAY OF XXX OF XXX OF XXX.**

**(END OF AGREEMENT, SIGNATURE PAGE CONTINUES)**

SIGNATURE PAGE OF THE CREDIT AGREEMENT ENTERED INTO BETWEEN GRUPO OLINX, S.A.P.I. DE C.V., SOFOM, E.N.R., REPRESENTED BY RODRIGO ALEJANDRO CORREA BUSTAMANTE AND SALVADOR BUCIO ACOSTA; THE COMPANY XXX, THROUGH XXX OF ITS XXX, MR. XXX; MR. XXX IN HIS OWN RIGHT; AND MR. XXX IN HIS OWN RIGHT; AGREEMENT ENTERED INTO ON XXX OF XXX OF XXX OF XXX OF XXX.

**THIS AGREEMENT, HAVING BEEN READ BY THE PARTIES AND BEING AWARE OF ITS VALUE, SCOPE AND LEGAL CONSEQUENCES, THEY HAVE EXPRESSED THEIR CONSENT WITH ITS CONTENTS, RATIFY IT AND SIGN IT FOR RECORD IN THE CITY OF ZAPOPAN, JALISCO, ON THE XXX DAY OF XXX OF XXX OF XXX.**

**GRUPO OLINX, S.A.P.I. DE C.V., SOFOM**  
E.N.R., through its Legal Representative  
RODRIGO ALEJANDRO CORREA  
BUSTAMANTE

**GRUPO OLINX, S.A.P.I. DE C.V., SOFOM**  
E.N.R., through its Legal Representative  
SALVADOR BUCIO ACOSTA

through its **XXX**  
Legal representative  
**XXX**

**XXX**  
In his/her own behalf

**PROMISSORY NOTE**

**VALID FOR: \$XXX.XX  
(XXX PESOS XX/100 NATIONAL CURRENCY)**

FOR VALUE RECEIVED, the Company named **XXX**, through its Legal Representative, mister **XXX** (*hereinafter referred to as the Underwriter*), acknowledges to owe and promises to pay unconditionally to the order of the entity named **“GRUPO OLINX”, S.A.P.I. DE C.V., SOFOM, E.N.R.** (*hereinafter referred to as the " Holder"*), in the city of Zapopan, Jalisco, the total amount of **\$XXX.XX (XXX PESOS XX/100 NATIONAL CURRENCY)**, precisely by means of the number of payments, on the due dates and in the amounts stated (without the need for any interpellation or prior request) as follows:

<b>Number of Payments</b>	<b>Payment Dates</b>	<b>Interest Payment</b>	<b>Principal Payment</b>
1	XXX	XXX	XXX
2	XXX	XXX	XXX
3	XXX	XXX	XXX
4	XXX	XXX	XXX
5	XXX	XXX	XXX
6	XXX	XXX	XXX
7	XXX	XXX	XXX
8	XXX	XXX	XXX
9	XXX	XXX	XXX
10	XXX	XXX	XXX
11	XXX	XXX	XXX
12	XXX	XXX	XXX
13	XXX	XXX	XXX
14	XXX	XXX	XXX
15	XXX	XXX	XXX
16	XXX	XXX	XXX
17	XXX	XXX	XXX
18	XXX	XXX	XXX
19	XXX	XXX	XXX
20	XXX	XXX	XXX
21	XXX	XXX	XXX
22	XXX	XXX	XXX
23	XXX	XXX	XXX
24	XXX	XXX	XXX
25	XXX	XXX	XXX
26	XXX	XXX	XXX
27	XXX	XXX	XXX
28	XXX	XXX	XXX
29	XXX	XXX	XXX
30	XXX	XXX	XXX
31	XXX	XXX	XXX
32	XXX	XXX	XXX
33	XXX	XXX	XXX
34	XXX	XXX	XXX
35	XXX	XXX	XXX
36	XXX	XXX	XXX
<b>Total</b>		<b>\$XXX.XX</b>	

The Parties agree that the amount of this Promissory Note shall bear regular interest on unpaid balances at the regular fixed rate of **XXX%** (**XXX** percent) per annum. Regular interests shall be payable in accordance with the above schedule.

The Parties, and particularly the Underwriter, agree that in the absence of timely payment on each of the due dates agreed upon in this Promissory Note, default interest shall be payable (as of each of the aforementioned unpaid due dates) on unpaid balances, at the rate of 96% (ninety-six percent) per annum, such rate to be applied from the time the Underwriter is in default until the total payment of the amount agreed upon, in accordance with this Promissory Note.

Default interest under this Note shall be calculated on the basis of a 360 (three hundred and sixty) day year and on days actually elapsed (including the first day, but excluding the last day) within the period for which it is payable, which period shall be calculated on the unpaid amount outstanding.

If the date on which payment is due under this Note is not a business day (meaning a Saturday, Sunday or holiday under the laws of the United Mexican States), payment shall be made on the next succeeding business day.

If the Underwriter does not pay according to the due dates referred to in the schedule above, any of the payments indicated thereafter shall be considered due in advance, entitling the Holder to exercise this Promissory Note in its entirety. Upon such occurrence, default interest shall be calculated on the total amount pending payment until its total settlement.

The Underwriter agrees to make payment in respect of the principal and interest including value added tax due on this Note on the principal and incidental expenses; free, clear, exempt and without deduction for or on account of

any taxes, duties, levies, assessments, deductions, charges or withholdings or any other tax liability now or hereafter imposed on such amounts payable in any jurisdiction.

All payments to which the Holder is entitled to receive, as set forth herein, shall be made by the Underwriter (in favor of the Holder), in Mexican pesos, legal currency of the United Mexican States, at the address located at 1240 Bajada de las Águilas Street, Lomas del Valle, Zip Code 45129 in Zapopan, Jalisco, or at any other address or by any other means required for such purpose. This Promissory Note is exempt from protest.

This Promissory Note is of commercial nature and, therefore, is governed by the General Law of Credit Instruments and Operations, the Code of Commerce, and other applicable legislation on commercial matters in the United Mexican States.

The Underwriter hereby promises to pay the expenses involved in the collection of this Promissory Note, reasonable attorneys' fees involved in the collection thereof and other reasonable legal expenses in the event of default in the payment of this Promissory Note.

By signing the Promissory Note, the Underwriter acknowledges having received the value consigned in this document, in pesos, and therefore expressly waives the exception of ideological falsehood.

The failure of the Holder to exercise any of its rights hereunder shall not imply a waiver of such rights in that or any other event.

For all matters relating to the interpretation and performance of this Promissory Note, the underwriter expressly indicates and submits to the jurisdiction and competence of the Courts and Tribunals of the First Judicial District of the State of Jalisco with residence in the city of Zapopan, as well as the Competent Courts of the Federal Judicial Branch, located in the City of Zapopan, Jalisco, clearly and strictly waiving any other jurisdiction that may be applicable due to its current or future domicile.

This Promissory Note is subscribed in the city of Zapopan, Jalisco, on the XX day of XXX of 2021.

<p><b><u>THE UNDERWRITER</u></b>  <b>XXX</b>  Through its Legal Representative  <b>XXX</b>  Domicile:  _____  _____  <b>Underwriter's Signature</b>  Through its Legal Representative</p>
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<p><b><u>GUARANTOR'S SECTION</u></b>  Mr. <b>XXX</b> is unconditionally appointed as Guarantor of the obligations assumed in this Promissory Note, who shall be jointly and severally liable in favor of the Holder for up to 100% (one hundred percent) of the principal obligation and all interest and/or incidental expenses generated thereby, even if the debt contained in this document is declared due in advance in its entirety. The Guarantor hereby waives the benefits of order and exclusion provided for in the Federal Civil Code and each of the Civil Codes of the other entities of the Mexican Republic.</p> <p><b><u>THE GUARANTOR</u></b>  <b>XXX</b>  On his/her own behalf  Domicile: _____</p>
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\_\_\_\_\_  
**Guarantor's Signature**  
On his/her own behalf