

PURE LEASE FRAMEWORK AGREEMENT NUMBER **APL ----- (FRAMEWORK AGREEMENT)**, WHICH IS ENTERED INTO, ON THE ONE HAND, BY **IMAGINA LEASING, SAPI DE CV**, REPRESENTED IN THIS ACT BY THE PERSON(S) IDENTIFIED IN THE SIGNATURE SECTION OF THIS AGREEMENT, WHO WILL BE HEREAFTER REFERRED TO AS THE "**LESSOR**"; ON THE OTHER HAND, THE PERSON IDENTIFIED AS THE "**LESSEE**" IN THE TERMS AND CONDITIONS SECTION AND IN THE SIGNATURE SECTION OF THIS AGREEMENT, REPRESENTED BY THE PERSON(S) IDENTIFIED IN THE SIGNATURE SECTION; LIKEWISE, THE PERSON(S) IDENTIFIED AS "**JOINTLY OBLIGED PARTY AND/OR GUARANTOR AND GUARANTEE**" **APPEARS** IN THE TERMS AND CONDITIONS SECTION AND IN THE SIGNATURES SECTION OF THIS CONTRACT, IF APPLICABLE, REPRESENTED BY THE PERSON(S) IDENTIFIED IN THE SIGNATURES SECTION ITSELF; AND LASTLY, THE PERSON IDENTIFIED AS "**THE DEPOSITARY**" **APPEARS** IN THE TERMS AND CONDITIONS SECTION AND IN THE SIGNATURES SECTION OF THIS CONTRACT, REPRESENTED BY THE PERSON(S) IDENTIFIED IN THE SIGNATURES SECTION ITSELF, IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

TERMS AND CONDITIONS SECTION		
<b>I. PLACE AND DATE OF SIGNATURE</b>		
-----, to ----- of ----- of 202 --		
<b>II. GENERAL DATA OF THE LESSEE</b>		
NAME, DENOMINATION OR COMPANY NAME, AS THE CASE MAY BE : -----		
IN THE CASE OF LEGAL ENTITIES, CONSTITUTIVE DATA:		
PUBLIC INSTRUMENT NUMBER: BOOK:  <b>WRITING</b> ----- <b>VOLUME</b> -----	NOTARY/PUBLIC BROKER:  -----	DATE OF THE PUBLIC INSTRUMENT:  -- OF ----- OF -----
RPPC REGISTRATION NUMBER:  <b>COMMERCIAL FOLIO:</b> -----	RPPC REGISTRATION DATE:  -- FROM ----- FROM -----	RPPC LOCATION:  -----
ADDRESS, STREET AND NUMBER: -----, <b>NO. EXT.</b> -----, <b>NO. INT.</b> -----		
COLONY OR POPULATION: -----		MAYOR'S OFFICE OR MUNICIPALITY: -----
STATE: -----		CITY: -----
ZIP CODE: -----	RFC: -----	EMAIL: -----
REPRESENTATIVE AND/OR LEGAL ATTORNEY:		
NAME: -----		
PUBLIC INSTRUMENT NUMBER: BOOK:  <b>WRITING</b> ----- <b>VOLUME</b> -- -----	NOTARY/PUBLIC BROKER:  -----	DATE OF PUBLIC INSTRUMENT:  -- OF ----- FROM 202 -
RPPC REGISTRATION NUMBER:  <b>COMMERCIAL FOLIO:</b> -----	RPPC REGISTRATION DATE:  ----- OF ----- OF 202 -	RPPC LOCATION:  -----

III. GENERAL DATA OF THE JOINTLY LIABLE PARTY AND/OR GUARANTOR AND GUARANTEE		
NAME, DENOMINATION OR COMPANY NAME, AS APPLICABLE : _____		
FISCAL ADDRESS, STREET AND NUMBER: _____, <b>NO. EXT.</b> _____, <b>NO. INT.</b> _____		
COLONY OR POPULATION: _____	MAYOR'S OFFICE OR MUNICIPALITY: _____	
STATE: _____	CITY: _____	
ZIP CODE: _____	RFC: _____	EMAIL: _____

IV. GENERAL DATA OF THE DEPOSITARY		
NAME, DENOMINATION OR COMPANY NAME, AS THE CASE MAY BE : _____		
ADDRESS, STREET AND NUMBER: _____, <b>NO. EXT.</b> _____, <b>NO. INT.</b> _____		
COLONY OR POPULATION: _____	MAYOR'S OFFICE OR MUNICIPALITY: _____	
STATE: _____	CITY: _____	
ZIP CODE: _____	RFC: _____	EMAIL: _____

**STATEMENTS:**

**I.- The Tenant declares , through his/her representative(s) and/or legal agent(s), under penalty of perjury, that:**

**A)** ( *Applicable in the case of natural persons* ) It is a natural person with full legal capacity to enter into this Contract, whose address, nationality and RFC are mentioned in the section called "GENERAL DATA OF THE LESSEE" in the TERMS AND CONDITIONS SECTION.

**B)** ( *Applicable in the case of individuals and legal entities* ) Documents such as bank statements, proof of income and tax returns that were requested by the Lessor reasonably reflect the Lessee's financial condition and that no change has occurred that modifies and/or affects its financial condition since the date of issue of the documents referred to in this section and until the date of execution of this Contract.

**C)** On the date of signature of this Agreement, and its respective Annexes that are signed under it (as defined below), which form an integral part of this instrument, do not contravene or conflict with: (i) any contract or legal act that it has entered into; or (ii) with the current federal, state or municipal legislation, regulations or rules of the United Mexican States that for any reason may be applicable to it, and (iii) it does not have pending, nor is there any intention or risk of initiating, any action or procedure, whether judicial or extrajudicial, that affects or could affect the legality, validity or enforceability of this Agreement, Annexes and any other documents and that the resources with which it carries out its normal business operations come from lawful sources.

**D)** ( *Applicable in the case of natural persons* ) The Lessor has made available to you the privacy notice and its respective content referred to in the Federal Law on Protection of Personal Data Held by Private Parties and its Regulations, which has been made known to you prior to the execution of this Contract or, which you have consented to and which is available for consultation on the website [http://imaginaleasing.mx/aviso-de\\_privacidad/](http://imaginaleasing.mx/aviso-de_privacidad/), therefore in this act you grant(s) your consent to the Lessor for the processing of your personal data in terms of said privacy notice . Likewise, the Lessee acknowledges that you may verify on said page, any change in the aforementioned privacy notice.

**E)** ( *Applicable in the case of legal entities* ) It is a company duly constituted in accordance with the laws of its country, whose data relating to its constitution and registration in the Public Registry of Commerce are mentioned in the section called "GENERAL DATA OF THE LESSEE" in the TERMS AND CONDITIONS SECTION.

**F)** ( *Applicable only in the event that the Lessee enters into this Agreement through its representative(s)*

*and/or legal agent(s) or in the case of legal entities* ). Its representative(s) and/or legal agent(s) act with all the necessary powers to bind it, as well as to sign negotiable instruments, in terms of this Agreement and its Annexes, powers that to date have not been modified, revoked or limited as stated in the public deed(s) described in the section called "GENERAL DATA OF THE LESSEE" of the TERMS AND CONDITIONS SECTION, in the legal opinion on file with the Lessor, as well as in the various Annexes that are signed from time to time under this instrument.

**G)** It has all the necessary authorizations for the execution and fulfillment of this Contract and its Annexes.

**H)** ( *Applicable in the case of legal entities* ) The execution and compliance with this Agreement and its Annexes does not contravene its bylaws, nor the agreements or resolutions of its Board of Directors or the General Shareholders' Meeting, or equivalent corporate bodies, nor does it contravene any law or regulation.

**I)** It is your desire to lease from the Lessor the Leased Property (as defined below) described and which will be described from time to time in and/or in Annex(es) A and other respective Annexes, therefore it is your intention to enter into: this Framework Agreement, its Annexes and to be bound by the Terms thereof.

**J)** You have directly selected and/or will directly select the Leased Property described and to be described from time to time in Exhibits A, as applicable, for acquisition by Lessor for the purpose of granting you the use and enjoyment thereof in terms of this Agreement, from the corresponding Exhibit A itself, based on your own judgment and expressly denies having relied on any statements made by Lessor.

**K)** It has sufficient resources and assets to respond to and, where applicable, comply with the obligations assumed in this Framework Agreement and its Annexes (as defined below).

**L)** It has no contingent obligation that, if enforceable, could have an adverse effect on its financial situation or its operations and that could represent a risk in the fulfillment of the obligations it undertakes with this Contract, its Annexes and any other documents signed under it.

**M)** There is no contract, agreement, document, government provision, decree, judgment or order that limits, burdens or restricts the ownership of your assets or rights, except those that you have made known to the Lessor, or that affects your financial and/or economic condition that could represent a risk in the fulfillment of the obligations you contract with this Contract, its Annexes and any other documents signed under it.

**N)** Expressly authorizes the Lessor to, through its authorized officials, carry out investigations into its credit behavior in the credit information companies it deems appropriate.

**O)** Neither it nor any of its officers, directors, employees, contractors and/or subsidiaries: (i) conduct any business or receive any contribution of funds, assets or services for the benefit of any person or nation blocked and included on the current list of the United States Department of the Treasury and Office of Foreign Assets Control, published on its official website or on any other official website or publication that replaces said list or is owned by any person designated on said list, (ii) are designated on the United States Department of Commerce list of Denied or Debarred Persons and Entities, or (iii) engage in or conspire in any transaction that evades or avoids, or has the purpose of evading or avoiding, or that seeks to violate, any of the prohibitions established in any Anti-Terrorism Law. The Lessee agrees to notify the Lessor in writing if the Lessee or any of its officers, directors, employees, contractors and/or subsidiaries are listed on any of the lists of denied, disqualified or blocked persons or entities of the United States of America or become the property of a person listed on the list of the United States Department of the Treasury and Foreign Assets Control Office of blocked persons or nations.

**P)** Declares under penalty of perjury that the data provided to the Lessor and those recorded in this Framework Agreement are true, knowing the repercussions that may arise against him for making false statements; that his activity consists of developing lawful activities, generating the necessary resources to comply with all or part of his payment obligations derived from this Agreement and its Annexes. He also declares that the goods received are intended for purposes permitted by law, and that to the best of his knowledge and belief, he is not engaging in conduct classified as a crime under the Federal Penal Code.

## **II.- The Lessor declares, through its representative(s) and/or legal agent(s), that:**

**TO)** It is a Variable Capital Investment Promoter Corporation, duly authorized to grant the use and enjoyment of assets under the terms established in this Contract as requested by the Lessee, to whom it is willing to grant them under the terms of this Contract and its Annexes, as stated in public deed number 12,539 dated April 30, 2015, granted before the faith of Ricardo Felipe Sánchez Destenave, Public Notary 239 of the Federal District and registered in the Public Registry of Commerce of the Federal District under the electronic commercial folio 538230-1 on June 25, 2015.

**B)** Its corporate purpose includes, among other various activities, the regular and professional granting of all types of credits, as well as the execution of all types of financial leasing operations on all types

of movable and immovable property, being able to acquire, possess, sell, take and lease, enter into pure leasing contracts and/or in any other way alienate or transfer assets as appropriate to carry out its corporate purposes, so that the execution of this contract, its annexes and any other related document constitute valid and binding obligations for the contracting parties.

**C)** It is willing to acquire from time to time from the supplier, distributor, seller, manufacturer or builder that the Lessee may indicate, and even from the Lessee, the Leased Goods (as said term is defined below), which are described and/or will be described in Annexes A, which form an integral part of this Contract, for the purpose of granting the use and enjoyment to the Lessee and with the full consent of the Lessor.

**D)** Your Federal Taxpayer Registry is ILE1505198QA and your address is located at Blvd. Adolfo Ruíz Cortines No. 3642, Floor 15 - 1502, Col. Jardines del Pedregal, ALCALDIA Álvaro Obregón, Mexico City, CP 01900 and your website is [www.imaginaleasing.mx](http://www.imaginaleasing.mx);

**E)** Your representative(s) and/or legal attorney(s) act with all sufficient and necessary powers to enter into this Agreement on your behalf, binding you under the terms thereof and its Annexes, which is accredited, for the purposes of signing this agreement, by public deed number 50,630, Book 1,025 dated November 22, 2021, granted before Mr. Jorge Alberto Goñi Rojo, Notary Public 30 of the State of Mexico and registered in the Public Registry of Commerce, powers that to date have not been modified, revoked or limited.

**F)** In accordance with the legal nature of this instrument, from time to time it will be constituted as the sole and legitimate owner of the Leased Assets, which will be described in each of the Annexes that, under this Contract, are signed by the Lessee, the Joint Obligor and/or Guarantor, Surety and Depositary (as defined below), as the case may be.

## **III.- The Jointly Obligated Party and/or Guarantor and Surety declares, in his/her own right and/or, where applicable, through his/her representative(s) and/or legal agent(s), under penalty of perjury, that:**

**A)** (*Applicable in the case of natural persons*) is a natural person with full legal capacity to enter into this Contract, whose address, nationality and RFC are mentioned in the section called "general data of the Jointly Obligated Party and/or Guarantor and Surety" of this instrument.

**B)** (*Applicable in the case of individuals and legal entities*) documents such as bank statements, proof of income and tax returns that were requested by the **Lessor** reasonably reflect the financial condition of the **Jointly Obligated Party and/or Guarantor and Surety** and that no change has occurred that modifies and/or affects their financial condition since the date

of issue of the documents referred to in this section and until the date of signing of this Contract.

**C)** ( *Applicable in the case of natural persons* ) the **Lessor** has made available to you the privacy notice and its respective content referred to in the Federal Law on Protection of Personal Data Held by Private Parties and its regulations, which has been made known to you prior to the execution of this instrument, which the **Jointly Obligated Party and/or Guarantor and Surety** has consented to and is aware that it is available for consultation on the website <http://imaginaleasing.mx/aviso-de-privacidad/>, therefore in this act you grant(s) your consent to the **Lessor** for the processing of your personal data in terms of said privacy notice . Likewise, the Jointly Obligated Party and/or Guarantor and Surety acknowledges that you may verify on said page, any change in the aforementioned privacy notice.

**D)** ( *Applicable in the case of legal entities* ) is a company duly constituted in accordance with the laws of its country, whose data are mentioned in the section called "general data of the Jointly Obligated Party and/or Guarantor and Surety" herein.

**E)** ( *Applicable only in the event that the Jointly Obligated Party and/or Guarantor and Surety enters into this contract through a legal representative or in the case of legal entities* ) its representative(s) and/or legal representatives act(s) with all the necessary powers to obligate it, as well as to sign negotiable instruments and this Contract, powers that to date have not been modified, revoked or limited as stated in the public deed described in the section called "general data of the Jointly Obligated Party and/or Guarantor and Surety" hereof, and/or in the Annexes that are signed from time to time under this instrument.

**F)** It is in your interest to appear and sign this **Contract** , as **Jointly Obligated and/or Guarantor and Surety** of the Tenant with respect to the obligations contracted by the latter in the Framework Contract and in the Annexes that may be signed under the same.

**G)** It has sufficient resources and assets to respond to and, where applicable, comply with the obligations assumed in this Framework Agreement and in each and every one of the Annexes that may be signed.

**H)** It has all the necessary authorizations for the execution and fulfillment of this Contract.

**I)** ( *Applicable in the case of legal entities* ) the execution and compliance with this Agreement and its Annexes does not contravene its bylaws, nor the agreements or resolutions of its board of directors or the general meeting of shareholders, or equivalent corporate bodies, nor does it contravene any law or regulation.

**J)** It has no contingent obligation that, if enforceable, could have an adverse effect on its financial situation or its operations and that could represent a risk in the fulfillment of the obligations it undertakes by signing this document.

**K)** There is no contract, agreement, document, government provision, decree, sentence or order that limits, burdens or restricts the ownership of your assets or rights, except those that you have made known to the **Lessor** , or that affects your financial and/or economic condition that could represent a risk in the fulfillment of the obligations you contract with the signing of this instrument.

**L)** Expressly authorizes the **Lessor** to, through its authorized officials, carry out investigations into its credit behavior in the credit information companies it deems appropriate.

**M)** Declares under penalty of perjury that the information provided to the **Lessor** in this **Contract** is true, knowing the repercussions that may arise against him for making false statements; that his activity consists of developing lawful activities, generating the necessary resources to comply with all or part of his payment obligations derived from this instrument. He also declares that the goods received are intended for purposes permitted by law, and that to the best of his knowledge and belief, he is not engaging in conduct classified as a crime under the Federal Penal Code.

**N)** Neither it nor any of its officers, directors, employees, contractors and/or subsidiaries: (i) conduct any business or receive any contribution of funds, assets or services for the benefit of any person or nation blocked and included on the current list of the United States Department of the Treasury and Foreign Assets Control Office, published on its official website or on any other official website or publication that replaces said list or is owned by any person designated on said list, (ii) are designated on the United States Department of Commerce list of denied or debarred persons and entities, or (iii) engage in or conspire in any transaction that evades or avoids, or has the purpose of evading or avoiding, or that seeks to violate, any of the prohibitions established in any Anti-Terrorism Law.

**O)** By virtue of the legal, corporate, administrative and/or business relationships that it has to date with the **Lessee** , it is its wish to constitute itself in this act as Jointly Obligated *and/or Guarantor* , and Guarantor of the credit instruments that may be subscribed, in favor of the **Lessor** with respect to each and every one of the obligations that arise from this **Contract and its Annexes** , at the expense of the **Lessee** , with the solidarity established in articles 1987, 1988 and 1989, as well as, where applicable, articles 2794, 2816, 2823 and 2839 of the Federal Civil Code, which shall constitute valid and enforceable obligations against it in accordance with their respective terms.

This joint liability includes, without limitation, the full payment of the Rent defined in this **Pure Lease Framework Agreement and its Annexes**, the payment of interest, expenses and other accessories that arise in favor of the **Lessor**.

**IV.- The Depositary declares, under penalty of perjury, that:**

**A)** Has the legal capacity to enter into this Agreement, whose address, nationality, occupation and RFC are mentioned in the section called "general information of the Depositary" in the Terms and Conditions section of this instrument.

**B)** Fully knows each and every one of the obligations that the Lessee assumes with the signing of this **Contract**, before the **Lessor**, and it is his/her will to constitute himself/herself in this act as **Depositary** designated by the **Lessee**, who is in charge of and is responsible for the reception of the goods described in the Annexes that may be signed under this Contract.

**C)** It has full legal capacity to enter into this **Agreement** and any other documents signed under its protection as **Depositary**, so that the execution of the same constitutes, or after its execution will constitute, as the case may be, valid and binding obligations for the contracting parties.

**D)** Declares under penalty of perjury that the data provided to the **Lessor** in this **instrument** are true, knowing the repercussions that may arise against him for making false statements.

**E)** The **Lessor** has made available to you the privacy notice and its respective content referred to in the Federal Law on Protection of Personal Data Held by Private Parties and its regulations, which has been made known to you prior to the execution of this **Contract**, on which the **Depositary** has consented and which is available for consultation on the website <http://imaginaleasing.mx/aviso-de-privacidad/>, so in this act you grant your consent to the **Lessor** for the processing of your personal data in terms of said privacy notice. Likewise, the Depositary acknowledges that you may verify on said page, any change in the aforementioned privacy notice.

**F)** It has sufficient resources and assets to respond to and, where applicable, comply with the obligations assumed by signing this instrument.

**V.- The Parties declare that, unless the context of a sentence requires otherwise, the terms mentioned below and used throughout this Framework Agreement and its Annexes shall have the following meanings, regardless of whether they are used in the singular or plural, and words in the masculine gender shall be understood as feminine and vice versa:**

- **Annex A or LEASES.** - Means the Leases that, in one or successive acts after the signing of this

Framework Agreement and under it, the Parties will enter into and describe the Leased Goods (as defined below), as well as the specific conditions that will be established in each of the Annexes, which must be signed by the Parties for each operation. Each Annex will constitute a separate and different lease from any other Annex signed under this Agreement, with the understanding that each Annex will be numbered progressively in succession and in the event of a conflict between the provisions of this Agreement and the various Annexes, the provisions of the respective Annex will prevail.

- In accordance with the above, by signing each Annex that is signed under this Contract, each Lease is formalized separately from each other **Annex B**. It means the certificate of acceptance of the Leased Goods.
- **Schedule C.** Means the Lessee's agreement to install a device on the Leased Goods that allows for the Restriction of Use of the Goods (as defined below) remotely. This Schedule is only applicable to vehicle leasing.
- **Annex D or Request and/or Instruction Letter.** - (Applicable only in the case of goods that require to be previously constructed, manufactured, processed or imported). Means the document signed by THE LESSEE, THE JOINTLY OBLIGED PARTY AND/OR GUARANTOR AND GUARANTEE, and THE DEPOSITARY, simultaneously with the execution of a Lease (Annex), as applicable, by which THE LESSOR is requested or instructed to acquire certain Goods (Leased Goods), which require to be previously constructed, manufactured, processed or imported, with the commitment and obligation to lease them, and such document must specify the name of the respective supplier, distributor, seller, manufacturer, builder, or importer, as well as the identification data and price of the goods. Said document must also contain the obligation to pay rent in advance for such assets, the amount and frequency of which will be determined by mutual agreement with THE LESSOR, in proportion to the amount of the disbursements that the latter must make to definitively acquire the aforementioned assets.
- **ANNEX E.** Means the list of Assets Leased to the Lessee.
- **ANNEX F.** Means the relationship of location of the Leased Assets to the Lessee.
- **Annex G.** Means the delivery record signed by the Lessee, through which he/she certifies the delivery and/or receipt of the Leased Goods to his/her complete physical and legal satisfaction, as well as his/her compliance with the conditions, specifications and other particular characteristics thereof.
- **LESSOR.** - It means IMAGINA LEASING, SAPI, DE CV
- **LESSEE** - Means the natural person or legal entity that is identified as such in the section "GENERAL DATA OF THE LESSEE" of this Contract and its respective Annexes.



- **Guarantor** - Means the person who is identified as such in the section "GENERAL DATA OF THE JOINTLY LIABLE PARTY AND/OR GUARANTOR AND GUARANTOR" of this Contract and in the Annex in question .
- **Leased Goods** - Means the goods, including all spare parts, parts, repairs, additions, aggregates and accessories that are incorporated therein, whether by the Lessor or any other person, whose temporary use and enjoyment is granted to the Lessee, which are described in each of the Annexes A that are signed under this Framework Agreement and that will be received by the Depositary based on the Terms and Conditions of this instrument and in each of the Annexes A, and for whose use and enjoyment, the Lessee must pay the Rent.
- **Assignee.** Means the natural person and/or legal entity to whom the Lessor assigns, pledges or transfers this Framework Agreement or any of its Annexes individually, or its rights thereto.
- **Consideration.** - Means the partial and consecutive payments that the Lessee and/or, where applicable, the Jointly Obligated Party and/or Guarantor, will make for the Rent (as defined below), payable on the dates established in Annexes A that document the lease in question, which are established solely as terms for the payment of the Rent in accordance with Article 2464 of the Federal Civil Code.
- **Federal Civil Code** , shall mean the Federal Civil Code.
- **Commercial Code** , shall mean the Commercial Code.
- **Federal Code of Civil Procedure** , shall mean the Federal Code of Civil Procedure.
- **Control.-** Means the capacity of a person or group of persons to carry out any of the following acts: (i) impose, directly or indirectly, decisions in the general meeting of shareholders, partners or equivalent bodies of the Lessee and/or the Joint Obligor and/or Guarantor and Surety; (ii) appoint or dismiss the directors, administrators or equivalent of the Lessee and/or the Joint Obligor and/or Guarantor and Surety; (iii) maintain ownership of rights that allow, directly or indirectly, exercising the right to vote with respect to more than fifty percent of the share capital of the Lessee and/or the Joint Obligor and/or Guarantor; and/or (iv) direct, directly or indirectly, the administration, strategy or main policies of the Lessee and/or the Joint Obligor and/or Guarantor and Surety.
- **Depositary.** - Means the person identified as such in the section "GENERAL DETAILS OF THE DEPOSITARY" of this contract and in the relevant Annex.
- **Business Day.** - Means any day on which banks are open to conduct ordinary banking operations in Mexico City.
- **Commencement Date** - Means the date on which the Lease Term in question begins, with the understanding that said date will be the one established in the respective Annex A. **VAT.** - Means the Value Added Tax
- **Jointly Obligated Party** . - Means the person who is identified as such in the section "GENERAL DATA OF THE JOINTLY OBLIGED PARTY AND/OR GUARANTOR AND GUARANTEE" of this contract and in the Annex in question.
- **Guarantor** - Means the person who is identified as such in the section "GENERAL DATA OF THE JOINTLY LIABLE PARTY AND/OR GUARANTOR AND GUARANTEE" of this contract and in the Annex in question.
- **Payment Provides** I. Means the amount that will be equal to the amount of the first Consideration of the corresponding Annex A, divided on the basis of thirty calendar days for each calendar month covered by said Consideration , and multiplied by the number of calendar days elapsed precisely from the Start Date and/or delivery of the Leased Good or the date of payment to the supplier, distributor, seller, manufacturer or builder of the Leased Good, whichever occurs first, and until the Date of the first payment established in the corresponding Annex A, plus its respective VAT.
- **Parties** - Means the Lessor, the Lessee, where applicable, the Jointly Obligated Party and/or Guarantor and Surety and the Depositary.
- **Peso(s)** - Means the legal tender of the United Mexican States.
- **Currency.** - This means that all lease payments are expressed in the currency described in the transaction type, as well as any other amount that must be paid to the Lessor according to the documentation (including, without limitation, costs and expenses).
- **Lease Term** - Means the fixed term during which any lease entered into under this Framework Agreement and its Annexes A will be in force, which shall commence on the Commencement Date.
- **Rent.-** Means the total amount established in each Annex A that is subscribed under this Framework Contract, which the Lessee and/or, where applicable, the Jointly Obligated Party and/or Guarantor must pay to the Landlord for the fixed-term lease(s) established in Annex A, which are signed under this Framework Contract, the same as the Lessee will be obliged to pay in full under the terms of Articles 2463 and 2464 of the Federal Civil Code, and which will be payable in full from the Start Date in question and will be a single and full payment obligation for the lease of the assets described in the Annexes in question, plus the applicable VAT.
- **Restriction of use of the goods.** - means the Lessor's right to cause the detention of the Leased Goods, through the use of technologies, under the conditions set out in clauses Eight and Fifteen of this Framework Agreement and Annex C, which forms part of it. It is understood that it is only applicable to vehicles.
- **Software.** - Has the meaning attributed to said term in Clause Twenty-Second of this Framework Agreement.

**Having declared the above, the contracting parties agree to enter into this Contract, pursuant to the following:**

### **CLAUSES:**

**FIRST. - INSTRUMENTATION OF LEASES .** The Parties agree to enter into this Framework Agreement for pure leasing operations in order to establish the general Terms and Conditions that will apply to the multiple legal relationships between the Parties arising from the leases they enter into, and whose specific conditions will be agreed upon in the various Annexes A that will be integrated into this Agreement, and which, as an essential requirement for them to be considered part of this Agreement, must be signed by each of the Parties, in addition to containing the number of this Agreement at the top, with the understanding that each of the Annexes A will constitute a separate lease and different from any other Annex A signed under this Agreement.

Taking into account that the legal entities that appear at the celebration of this Framework Agreement are or will be represented in turn by natural persons, and these may vary from time to time depending on whether their powers are granted or revoked, the Parties agree and expressly recognize that each time a new Annex A or any other is signed, the corresponding legal entity may be represented by a different attorney, without the need to celebrate any agreement or addendum to this instrument, since it will only be necessary for the corresponding attorney to prove, to the satisfaction of the Lessor, that it has sufficient and necessary powers to sign the aforementioned Annex in question.

Likewise, the Parties acknowledge that during the term of this Framework Agreement, there may be a change or substitution of the Joint Obligor and/or Guarantor and Surety, as appropriate, after analysis and express authorization of the Lessor, so that in the event that they so agree and notwithstanding that at the time of signing this instrument a Joint Obligor and/or Guarantor initially appears The Parties agree that, without the need to enter into any amending agreement or addendum, any other person who has been previously authorized by the Lessor to occupy the role of Jointly Obligated Party and/or Guarantor and Surety may appear at the signing of each Annex A that is signed from time to time to materialize a specific lease; the signing of the corresponding Annex by the Lessor will be confirmation of its willingness to accept the change of the Jointly Obligated Party and/or Guarantor and Surety.

The Parties agree that the Term of the Lease in question will be specified in each of the various Annexes A that they sign under this Framework Agreement, the Rent corresponding to the lease in question, the penalties in the event of non-compliance in any payment of the Rent or any other charge, the characteristics of the Leased Property(ies), and other

specific conditions of the Leased Property(ies), which may vary from one Annex to another, so that Annexes A will contain at least the following data:

1. Description of the Leased Property(ies) (Model year, serial number and engine number).
2. Lease Term.
3. Advance payment of rent, if applicable.
4. Start date.
5. Considerations.
6. Percentage of default interest.
7. Commission for granting Contract.
8. Security deposit.
9. Registration Fees.
10. Rent.
11. Single Income.
12. Proportional Payment.
13. Annual Insurance Policy.
14. Agency.
15. Authorized mileage.
16. Type of Income.
17. Invoice number.
18. Quotation Number, in case of goods to be acquired or imported.
19. Ratification costs.
20. Insurance Plan.
21. In general, the breakdown of other charges and additional concepts that are applicable to the Lease.

In the event of nullity for any reason or non-compliance with the obligations referred to in a specific Annex, only the legal relationship of the lease referred to in said Annex A in particular will be affected, and not the other obligations contained in the entirety of this Framework Agreement and in the other Annexes A that have been signed under it, including the rest of the Annexes of this instrument.

The Annexes AA that are signed under this Contract will be for a fixed period and the Considerations are only indicated as terms for the respective payments, so the Lessee is obliged to pay the Rent in full for the lease in question. Notwithstanding the foregoing, the Considerations will be payable to the extent that they are generated, without prejudice to the fact that the Lessee, when any of the hypotheses that oblige it to do so is actualized, must pay the Rent in full.

Likewise, the Parties expressly agree that the Rent constitutes a single and unique price for the lease of the Leased Goods, for which reason, in the event that the Lessee returns the Leased Goods before the termination of the Lease Term in accordance with the Annex in question, the Lessee must pay the Rent in full, in accordance with the provisions of Article 2463 of the Federal Civil Code.

The Lessee agrees that its obligation to pay the Rent, through the payment of the Considerations, and other amounts that are payable under this Master Agreement and the Annexes derived from it, will be absolute and unconditional and will not be subject to reductions of any kind, including without limitation,



reductions due to any past, present or future claim that is a consequence of this Master Agreement, any Annex A or for any other reason, or against the manufacturer, supplier or builder of the Leased Property or in against any other natural person or legal entity. Therefore, the Tenant hereby expressly waives any right contained in Article 2445 of the Federal Civil Code.

The Lessee is responsible for all maintenance, insurance and tax costs related to the purchase, rental, possession and use of the Leased Goods, except for VAT and import costs corresponding to the purchase and import of the Leased Goods, the latter being part of the cost of the said good. The Lessee is also responsible for the VAT on the Rents, excluding the income tax charged by the Lessor.

**SECOND. - OBJECT.** By virtue of this Contract, the Lessor grants the Lessee, through lease, the use and enjoyment for a fixed period of time of the Leased Goods described and identified in the various Annexes A and others that are signed under this Contract, the purpose of which is to document the particular lease in question. The Annexes will be duly signed by the Parties, and they will be an integral part of this Contract. For all legal and contractual purposes that may apply. Any modification with respect to the Leased Goods will be recorded precisely in the aforementioned Annexes, therefore, what is recorded therein will be the only valid stipulation that governs, in this matter, the contractual relations between the Parties.

For its part, the Lessee must pay the Lessor or whoever its rights represent as Consideration for the use and enjoyment of the Leased Goods for a fixed period of time, the Rent established in Annex A in question, in accordance with the Considerations indicated for such purpose in Annex A that documents said lease, which added together will give the total amount that the Lessee is obliged to pay under each Annex, plus VAT and other accessories in accordance with Clause Six of this Contract.

**THIRD. - SELECTION AND DELIVERY OF THE GOODS.** The Lessee unconditionally declares that it has directly selected, and in accordance with its own interests, both the Leased Goods in terms of brand, capacity, type, model, quality, marketability and other specifications, as well as the supplier, distributor, seller, manufacturer or builder thereof, and the Software (as defined below) included therein, as well as that the Leased Goods for which the lease is granted meet its entire satisfaction. The Lessee hereby acknowledges that by signing Annex B and Annex E it fully accepts the terms set forth in said Annexes, as well as the Leased Goods, and likewise releases the Lessor from any liability and accepts that the signature placed thereon shall constitute conclusive proof of the receipt and acceptance of the Leased Goods by the Lessee.

Notwithstanding the foregoing, the Parties agree and acknowledge that the Lessor has the power to verify, prior to entering into a leasing transaction and even before purchasing the Leased Goods, to its entire satisfaction, that the supplier, distributor, seller, manufacturer or builder is legally constituted and operating, and that it also complies with each and every one of the requirements for which the Lessor considers it suitable to carry out with it any commercial transaction derived from this Framework Agreement or any of its Annexes A, since in the event that the Lessor does not agree with the foregoing, it may validly refuse to enter into a leasing transaction or acquire from such supplier, distributor, seller, manufacturer or builder, the goods indicated by the Lessee, without any liability for the latter.

The Parties agree that, only in the event that the Leased Goods, in terms of this Contract and its respective Annex A, are not built, manufactured or processed, or such goods have to be imported into the country, and their physical delivery is not immediate to the Lessee and/or the Depositary, the latter, together with Joint Obligor and/or Guarantor and Surety, must simultaneously sign Annex A and Annex D, as defined in section V of the Declarations of this Contract, through which it requests the Lessor to acquire the Leased Goods, for the purpose and obligation to lease them, having to specify and detail in an enunciative but not limiting manner i) the goods, ii) the name of the supplier, distributor, seller, manufacturer, builder or importer, and iii) all such data as may be necessary to the satisfaction of the Lessor, also attaching the corresponding quote. From the signing of Annexes A and D, the Lessee and the Jointly Obligated Party and/or Guarantor and Surety, in accordance with the provisions of article 2426 of the Federal Civil Code, are obligated to pay the Lessor advances on Rent in proportion to the amount of the disbursements that the latter must make to achieve the final acquisition of the Leased Property; the amount of the disbursements, the amount of the advances on Rent and the periodicity of their payment will be stipulated precisely in Annex D.

Pursuant to the foregoing, the Lessor, in accordance with the instructions received from the Lessee for this purpose, will send the purchase order to the supplier, distributor, seller, manufacturer or builder of the Leased Property, and will assume payment of the total price thereof, conditioned on the Lessee renting the property in question to the Lessor, with the understanding that the invoices, tax payment receipts, ownership documents and corresponding import requests will remain in the possession of the Lessor, for which the Lessee must deliver said documents to the Lessor.

The Lessee expressly releases the Lessor from any liability related to the Leased Good or the Software, as well as, by way of example but not limited to, any liability arising from damage, loss of profit, loss of information, interruption in operation, defect, hidden defect, error or omission in the Leased Good, or in its

description, or from the failure by the supplier, distributor, seller, manufacturer or builder of the Leased Good to deliver it and therefore, the Lessee expressly waives any right under Article 2421 of the Federal Civil Code. The Lessee shall be entitled to the benefit of any warranty on the Leased Good granted by the supplier, distributor, seller, manufacturer or builder thereof, for which reason the Lessor hereby legitimizes the Lessee to exercise in its name and representation any action that may be appropriate against the supplier, distributor, seller, manufacturer or builder of the Leased Good to exercise the applicable warranty.

All expenses arising from the transportation, delivery and installation of the Leased Property shall be borne by the Lessee.

The Lessor does not assume any responsibility derived from any variation in the exchange rate at the time of payment to the supplier, and the Lessee is obliged to pay the Lessor, prior to payment to the supplier, any difference that may exist in relation to the exchange rate estimated for the closing of the leasing operation.

The material delivery of the Leased Goods will be made directly by the supplier, distributor, seller, manufacturer or builder or person designated by the Lessor to the Depositary established in the corresponding Annex (which authorizes the Lessee for all relevant legal purposes, if applicable, the appearance of said Depositary, by virtue of the fact that it is the person designated in full compliance by the Lessee to receive the Leased Goods), therefore, the Lessee hereby releases the Lessor from any liability with respect to the Leased Goods, the Lessor will provide in each case to the Lessee and/or the Depositary, as applicable, the documents that are necessary to be legitimized, as instructed, in order to receive the Leased Goods in question.

Due to the commercial nature of the leases recorded in each Annex A signed under this Agreement and, in accordance with article 78 of the Commercial Code, the payment of the obligations contracted by the Lessee in each Annex A and this Agreement will not be subject to or conditioned on the delivery or use of the Leased Goods nor will they authorize the Lessee to demand from the Lessor any compensation, or exemption and/or reduction in the amount of the Rent Consideration.

If the Lessee and/or, where applicable, the Custodian refuse to receive the Leased Goods for any reason, and notwithstanding that this does not represent any cancellation or extension of its payment obligations under this Agreement and its various Annexes, the Lessee hereby undertakes to indemnify and hold harmless the Lessor for any amount that the seller, supplier, manufacturer or builder or any third party may claim from it as a result of the refusal to receive the Leased Goods in question. Failure to pay within the period provided for in Clause Five of this Agreement shall generate default interest to be charged to the

Lessee, in accordance with this instrument, without prejudice to the Lessor's right to terminate this Agreement and/or its various Annexes signed under it in advance.

Once the Leased Goods have been received by the Lessee and/or, where applicable, by the Depositary, the Lessee is obliged to provide proof of this to the Lessor, by drawing up at the time of delivery Annex G, referring to a delivery record which shall state at least: (i) that the seller, supplier, manufacturer, builder or the person designated for this purpose by the Lessor, has physically and legally delivered to the Lessee and/or, where applicable, to the Depositary, as applicable, the Leased Goods; (ii) that the delivered Leased Goods comply with the description and characteristics requested by the Lessee; (iii) that the Leased Goods are in optimal conditions for use; (iv) the date and time on which the Lessee and/or, where applicable, the Depositary, as applicable, receives the Leased Goods; and (v) any reservations relating to the physical condition of the Leased Goods. The signing of the delivery certificate, which records the delivery and/or receipt of the Leased Goods by the Lessee and/or, where applicable, the Depositary, as applicable, will imply the Lessee's full satisfaction with respect to the Leased Goods and his/her compliance with the conditions, specifications and other particular characteristics thereof.

If the Lessee and/or, where applicable, the Custodian, as applicable, takes possession of the Leased Goods without signing the delivery certificate of the Leased Goods, it shall be deemed, for all applicable legal purposes, that the Leased Goods comply with the specifications and characteristics requested by the Lessee and that they have been irrevocably accepted by the Lessee.

Once the Leased Goods have been delivered to the Lessee and/or, where applicable, to the Custodian, as applicable, the Lessee shall be obliged to: i) permanently place a plate, label or mark on said goods in a visible place indicating that the Leased Goods are the property of the Lessor, ii) guard, preserve and maintain the Leased Goods in the same good condition in which they were delivered, except for natural wear and tear in accordance with the conditions of use thereof. Likewise, the Lessee acknowledges that it is the only party obliged to make claims to the supplier, distributor, seller, manufacturer or builder for defects in the Leased Goods, as well as to make valid the guarantees thereof and accepts that the Lessor will keep a copy of the keys and/or devices that are necessary for the operation, access and/or use of the Leased Goods.

#### **FOURTH. - VALIDITY OF THIS CONTRACT AND OF EACH LEASE IN PARTICULAR, COMPENSATION.**

a) Validity of this Framework Agreement. - The term of this Agreement is for an indefinite period and may be terminated by the Lessor in advance for any of the reasons provided for in Clause Thirteen of this

Agreement. Notwithstanding the termination of said term, the Lessor and the Lessee must comply with the Lease Term corresponding to each of the Annexes A that document each specific lease, which remain in force and with each and every one of the obligations stipulated in this Framework Agreement and in the Annexes. Unless otherwise stipulated in the Annexes, the respective Lease Term will begin to run from the date of signature of each of the Annexes A that are signed under this Agreement, so that from that date the obligation to pay the Rent corresponding to the lease in question arises by the Lessee. The Parties agree to continue applying the Terms and Conditions agreed in this Contract until the rights and obligations arising from the Annexes have been fully satisfied.

b) Term of each particular lease. - With respect to the term of the leases formalized under this Agreement by signing the corresponding Annexes A, said term shall be determined by the Parties by establishing it in each Annex A under the heading "Lease Term", with the understanding that the Commencement Date shall be the date of signing of each Annex A on which all rights and obligations of the Parties under the Annex A in question and this Agreement take effect.

In this regard, and in accordance with the provisions of article 2464 of the Federal Civil Code, the Lessee is obliged to cover the Rent and any other amount due to the Lessee on the date they are due, in accordance with the provisions of this Framework Agreement and in Annexes A that document each of the leases.

**FIFTH . - PLACE AND FORM OF PAYMENT.** The Lessee must pay the Rent by deposit and/or electronic transfer to the bank account indicated by the Lessor at the time of signing this Agreement or any Annex A, opened in the name of " **IMAGINA LEASING, SAPI DE CV**", or where appropriate, to the bank account that the Lessor notifies the Lessee of from time to time, in freely transferable funds available on the same day at or approximately 11:00 am (Mexico City time), precisely on the date and with the frequency agreed upon for each Annex A. In the event that the day designated for payment of the Rent is not a business day, the Lessee must make the payment of the Rent no later than the business day immediately preceding the agreed date.

The Parties agree and accept that notification of the aforementioned bank account may be made: i) by written communication delivered directly to the Tenant or by certified mail; ii) by written communication contained in the invoice that the Lessor issues to the Tenant for payment of the Rent; or, by email from the Lessee, to the address that appears in the internal file of the Lessor. All of this, at the discretion of the Lessor, with which the Lessee expresses its full agreement, since in case of doubt it is obliged to obtain directly from the Lessor the number of the account in which it must make its payments, without the lack of knowledge alleged by the Lessee in the sense of not knowing the number of the respective bank account being any justification for not paying the Rents.

The aforementioned notification of the bank account where the Tenant must make the Rent payments, in terms of this contract and/or any Annex A signed under this contract, must be made at least five business days in advance of the Payment Date in question.

**SIXTH . - INCOME.** For the use and enjoyment of the Leased Goods for a fixed period, in accordance with the provisions of article 2464 of the Federal Civil Code, the Lessee is unconditionally obligated to pay the Lessor the Rent stated in each Annex A, plus its respective VAT, in accordance with the Considerations agreed for the Lease in question.

The Considerations added together will result in the Rent to be paid by the Lessee. Likewise, the Lessee undertakes to pay the Lessor any additional costs, if any, established in each Annex A and any other agreed upon, including but not limited to, the costs of premiums, deductibles, insurance and taxes generated in relation to each of the Lease Annexes, which shall be paid by the Lessee .

The first Consideration will be made on the Commencement Date or on the date indicated as the payment date in the applicable Schedule A and thereafter on the day specified for each Consideration in accordance with the Payment schedule in each Schedule A, during the applicable Lease Term.

Under the terms established in the immediately preceding paragraph and only in the event that the Start Date does not coincide with the payment date agreed as the first Consideration, and only during this period, the Lessee is obliged to pay the Lessor an amount for Proportional Payment, on the first payment date established in Annex A of the corresponding lease.

Advance payments of the Considerations will not cause any penalty, will remain as a credit balance, without the right to request reimbursement or return, and will not generate any interest in favor of the Lessee.

**SEVENTH . - APPLICATION OF PAYMENTS .** The Lessor and the Lessee agree that the payments made by the Lessee will be applied in the following order: (i) taxes, (ii) commissions, (iii) expenses, (iv) insurance costs, (v) late payment interest (vi) Due Considerations and (vii) Considerations to be due. Likewise, the Lessee authorizes the Lessor to, at its discretion, apply the payments in a manner other than that indicated in this paragraph.

The Parties agree that the security deposit that may be constituted in accordance with the provisions of each Annex A, must be delivered by the Lessee to the Lessor , on the Start Date established in the corresponding Annex A, which will be returned to the Lessee at the end of each specific lease, clarifying that said return will be made as long as the Lessee does not have any outstanding debt to cover with the

Lessee, because otherwise the Lessor is authorized to apply the security deposit constituted by the Lessee, to any outstanding debt to cover, indicating that said application does not release the Lessee from the payment of the outstanding concepts, except those that have been covered by the application of the deposit; The Lessee hereby expresses its agreement with the above. Based on the above, the Lessee is obliged to return to the Lessor, in the event that Annexes A and any other in force exist, the security deposit within a period of no more than 10 (ten) calendar days after the date of application of the deposit.

**EIGHTH - INSTALLATION AND USE OF THE LEASED GOODS.** The Lessee shall install, at its own expense, and use the Leased Goods within the territory of the United Mexican States precisely in the place determined for such purpose and indicated in Annex F, which shall constitute the location of the Leased Goods, unless expressly authorized by the Lessor. In the event that the Leased Goods are a motor vehicle or general transportation equipment, they must also sign Annex C.

The Leased Goods may be used by the Lessee and by persons or employees in its service or by persons authorized by the Lessee, with the understanding that in any case, the use and/or enjoyment that the Lessee gives to the Leased Goods, whether through its employees or authorized third parties, will be under its exclusive account and responsibility, even when the Leased Goods have been delivered to the Depositary, it being the latter who complies with the provisions of this Clause and this Contract and its Annexes A and/or any other.

The Lessee, and where applicable, the Jointly Obligated Party and/or Guarantor and Surety and the Depositary, acknowledge that the use of the leased assets is subject at all times to compliance with the Clauses contained in this instrument and the terms stipulated in the signed Annexes, especially the one relating to the power to restrict the use of the assets due to justified detention in the terms indicated in the Fifteenth Clause of this instrument.

The Lessee may only use the Leased Goods for the agreed use or in accordance with their nature and purpose, and must keep them in a condition that allows for their normal use and also provide the necessary maintenance for such purpose without the foregoing implying any change in the nature of the Leased Goods or their impairment, in accordance with the provisions of articles 2467, 2468 and 2469 of the Federal Civil Code.

Likewise, the Lessee must comply with all laws, regulations and provisions of any government agency or department related to the installation, use, possession or operation of the Leased Property, and therefore obtain and maintain at its own expense the licenses, permits, registrations and other documentation required by said laws, regulations and

provisions that are applicable in this regard, relating to the Leased Property, as well as its installation, use, possession or operation. Likewise, the Lessee must provide the Lessor with a simple or certified copy, as required by the latter, of any or all current permits that are necessary before any institution, authority or government department. The Lessee shall be responsible for any infraction, fine or sanction imposed by the competent authorities in relation to the foregoing.

**NINTH . - ASSIGNMENT AND SUBLETTING.** The Lessee, the Joint Obligor and/or Guarantor and Surety and the Depositary, respectively, may not sublease or grant in any way to third parties the use or enjoyment of the Leased Property, nor assign, in whole or in part, the rights and obligations that correspond to each of them according to this Contract, without the prior written authorization of the Lessor. Nor may the Lessee, in any way, encumber, sublease and/or dispose of the Leased Property in any way other than that described in this Contract and its Annexes.

In the event of express written authorization from the Lessor, in accordance with the above, the following conditions must apply:

(i) The Leased Property may not be relocated outside of Mexico;

(ii) Once the sublease or transfer has been authorized in accordance with the first paragraph of this clause, the Lessee must notify the Lessor in writing of the new location of the Leased Goods and the identity of the corresponding sublessee or transferee (the "Sublessee"), at least 30 (thirty) calendar days before the Leased Goods are installed in the location of the corresponding Sublessee;

(iii) No sublease shall result in the subrogation of the Sublessee to the rights and obligations of the Lessee or in any way diminish the fulfillment of the obligations assumed by the Lessee under the Framework Agreement or any of its Annexes;

(iv) Any sublease or assignment shall be expressly subject to and subordinate to the Terms and Conditions of this Master Agreement and its Annexes, shall contain the acknowledgement by the Sublessee of the existence of this Master Agreement and its Annexes and of the Lessor's authority to enforce the Terms and Conditions of the document that implements the sublease and/or assignment in question, shall be subject to the approval of the Lessor, and the Lessee shall assign all of its rights thereunder in favor of the Lessor and the Assignee as additional security for the fulfillment of its obligations under this Master Agreement; and

(v) The Lessee shall pay, where applicable, the legal expenses arising from the sublease and/or the transfer authorized, subject to verification of said expenses by the Lessor.



On the other hand, it is expressly agreed and authorized that the Lessor may assign, pledge or transfer this Framework Agreement or any of its Annexes individually, or its rights over them, including the Collection rights, or over the Leased Assets, or to one or more third parties in their capacity as Assignee, without the need for authorization from the Lessee.

Therefore, the Lessee expressly waives the provisions of Article 2035 of the Federal Civil Code. The Lessee shall have no further obligations to the Assignees than it had to the Lessor at the time of the respective assignment, pledge or transfer, and such assignment, pledge or transfer shall not limit or in any way restrict the rights of the Lessee under this Framework Agreement. Tenant hereby (i) consents to such assignments, pledges or transfers, (ii) unconditionally agrees to execute and deliver, with respect to each Addendum executed, at the request of Lessor or Assignee, a written document containing at least an express acknowledgement by Tenant of the Lessor and/or Assignee's authority to make such assignments, pledges or transfers, including but not limited to notifying Tenant of the assignment, pledge or transfer granted under this Clause, and (iii) agrees to fully comply with the Terms of any such assignments, pledges or transfers. The Lessee agrees that any assignment, pledge or transfer made by the Lessor pursuant to this Clause shall in no way modify the rights and obligations of the Lessee under this Agreement, nor increase in any way the burdens or risks imposed on the Lessee. In the case of such assignment, pledge or transfer, any reference made to the Lessor in this Agreement shall include the Assignee.

**TENTH . - OTHER OBLIGATIONS TO DO AND NOT TO DO BY THE LESSEE.** The Lessee and, where applicable, the Depositary shall be liable for any loss or damage suffered by the Leased Goods during the Term of the corresponding Lease and its extensions, if any, or during the entire time that the Leased Goods remain in their possession. For the purposes of this Contract, the liability of the Lessee and, where applicable, the Depositary shall only cease when the Leased Goods have been delivered to the Lessor and the latter has received them in writing and to its full satisfaction, issuing the respective receipt.

During the term of this Framework Agreement, of each Annex and as long as there is one in force, the Lessee undertakes to do the following:

- (i) Provide the Lessor with internal quarterly financial statements and annual financial statements audited by independent public accountants, within 120 (One Hundred Twenty) calendar days following the end of each fiscal year and throughout the validity of Annex A that documents the specific lease in question;
- (ii) Maintain your property and assets useful and necessary for their purpose in good condition for use, except for normal wear and tear;

- (iii) Ensure that its obligations arising from this Agreement and its Annexes, as well as any document derived from them, constitute at all times direct and non-subordinated obligations of the Lessee and/or the Joint Obligor and/or Guarantor , which have a *pari-passu payment priority* with respect to the payment of any other present or future, direct, unsecured obligation of the Lessee and the Joint Obligor and/or Guarantor , and
- (iv) Reimburse the Lessor, upon request, any amount that the Lessor has disbursed on behalf of the Lessee, for payment obligations of the Lessee arising from this Framework Agreement and its Annexes.
- (v) The Lessee expressly agrees and acknowledges that the Lessor shall not be liable to the Lessee or any third party for any type of damages, losses, costs or liabilities caused directly or indirectly by or with the Leased Goods or the Software, whether derived from their use, operation or maintenance, among others, even for the objective liability referred to in Article 1913 of the Federal Civil Code, including, but not limited to, when the foregoing is due to theft, accident, explosion, gas, electricity, fortuitous event or force majeure or derived from imprudence, negligent or intentional acts or omissions of the Lessee, or its personnel, the general public, demonstrations, riots, revolts, acts of employees, or any other cause. Accordingly, the Lessee agrees to indemnify, defend and hold harmless at its own expense the Lessor, its shareholders, directors, employees, affiliated or subsidiary companies and/or any third party who has suffered such damages and losses, with respect to any lawsuit, claim and/or proceeding for such reason, as well as to cover all expenses related to such lawsuits, claims and/or proceedings, including the corresponding legal fees. The indemnity to be paid by the Lessee pursuant to this Agreement shall also include, but is not limited to, claims arising from violations of patents, trademarks and/or copyrights brought by third parties against the Lessor for such violations.

All indemnities arising from the foregoing, with respect to acts or events occurring or alleged to have occurred between the shipment and return of the Leased Goods, shall continue to be in effect until legally prescribed, notwithstanding full payment of all amounts due under this Agreement and its Exhibits A and notwithstanding termination or early termination in any manner of this Agreement or all or any Exhibits A.

- (vi) To hold harmless and indemnify the Lessor from any liability that may be or may be attributed to it, with respect to damages and/or losses that may be caused to any third party due to the



possible execution of illegal acts involving the Leased Goods, or due to the simple use of the same. In this case, and even more so when the aforementioned illegal acts involve the actualization of a crime, the Lessee shall be liable for any damages and losses that this may cause the Lessor. The Lessee's liability referred to in this section does not cease with the return of the Leased Goods or with the expiration of the term of validity of this Contract or its Annexes A and any other.

- (vii) Take all actions to recover the Leased Goods and/or defend the use and enjoyment thereof, in the event of dispossession, disturbance or any act by third parties that affects the use or enjoyment of the Leased Goods, as well as notify the Lessor in writing and immediately of said circumstance within 5 (five) business days after any event occurs. If such assumptions occur, the Lessor will legitimize the Lessee to exercise the actions or defenses, when necessary, without prejudice to the Lessor's right to exercise them directly.
- (viii) Use the Leased Property in accordance with its nature and/or purpose for which it was built, designed and/or acquired and maintain it in perfect conditions of use, mechanics, operation and/or any other circumstance, so that the Leased Property maintains its functionality.
- (ix) Comply with the specifications for use, operation and management of the Leased Property in accordance with the provisions of the supplier, distributor, seller, manufacturer and/or builder .
- (x) Perform conservation, functionality, security, maintenance or repair services in maintenance workshops and/or personnel expressly authorized by the supplier, distributor, seller, manufacturer or builder of the Leased Goods.
- (xi) Respond for any damages that may be caused to the Lessor due to lack of adequate maintenance and/or due to the performance of maintenance by persons not authorized by the supplier, distributor, seller, manufacturer or builder of the Leased Goods .
- (xii) Recover the Leased Property at its own expense, in the event of any claim by any person or authority, as well as pay for any damages suffered by the Leased Property due to such situation.
- (xiii) In the event that the Leased Property is to be used outside of Mexican territory, comply with the following procedure: (i) the Lessee must notify the Lessor at least 5 (five) days in advance of said fact; (ii) the Lessee proves to the Lessor that the Leased Property is insured, in accordance with the applicable law of the territory where the Leased Property is to be used,

- (iii) be responsible for obtaining and paying for any extra permit or license required by the country where the Leased Property is to be used and (iv) comply with any other requirement requested at the sole discretion of the Lessor .

The Lessee and/or, where applicable, the Custodian, are obliged to allow the Lessor's personnel to carry out inspections, on business days and hours, to determine the state of conservation, maintenance and operation of the Leased Property(ies) and above all to verify that the Lessee and/or, where applicable, the Custodian, have complied with all obligations under this Contract and its Annexes. For the purposes of the provisions of this Clause, the Lessor must give notice at least 2 (two) business days in advance to the Lessee and/or the Custodian, of the date and time in which the inspection will be carried out.

The Tenant and the Jointly Obligated Party and/or Guarantor and Surety must keep the information provided to the Lessor up to date, so that in the event of any modification to the data declared in this Contract and its Annexes, they must give written notice to the Lessor at their address no later than within 5 (five) business days following the change. In the case of a change of address, the aforementioned notice must be given at least 15 (fifteen) business days in advance of the change, also enclosing proof of address of the new location.

The Lessor, while this Framework Agreement is in force, may require the Lessee and/or the Jointly Obligated Party and/or Guarantor and Surety to provide the documentation it deems necessary, in order to corroborate the veracity of the data declared in this Framework Agreement and its Annexes.

The Parties agree that, in the event of non-compliance with the obligation of the Tenant and the Jointly Obligated Party and/or Guarantor and Surety to keep the stated information up to date or if, at the request of the Lessor, they do not make available the documentation requested by the Lessor in order to verify the veracity of their data, the Lessor may, at its discretion, terminate this Agreement and any or all of the Annexes early, without liability of any kind and without the need for judicial intervention, and therefore, demand payment of the entire Rent, that is, all of the Considerations due and to be due and any other unpaid amounts arising from the Agreement and/or any Annex A.

Likewise, during the validity of this Framework Agreement and/or each Annex in question and as long as there is one in force, the Tenant undertakes NOT to do the following:

- (i) Pay any type of profit, share or dividend if you are in breach of any obligation arising from this Agreement or the Annexes;

- (ii) Carry out any act that affects or may adversely affect the fulfillment of the obligations arising from this Contract and its Annexes;
- (iii) It may not, directly or indirectly, constitute, impose, assume or permit the constitution, existence or imposition of any kind of mortgage, pledge, lien, guarantee, charge, embargo, encumbrance or claim on or with respect to this Agreement, any Annex, the Leased Property, the ownership or any right related to any of the same. Therefore, the Lessee, at its own expense and cost, undertakes to release the Leased Property from any lien that is constituted or imposed by any third party, unless it is caused by causes attributable to the Lessor. Notwithstanding the foregoing, Lessor may impose a lien on the Leased Property contained in any Annex, or on any rights of Lessor in respect thereof, while respecting at all times the rights of Lessee under this Agreement and notwithstanding any provision to the contrary, no lien imposed or created by Lessor may increase Lessee's obligations or reduce Lessor's obligations or interfere with Lessee's peaceful use and enjoyment of the Leased Property under this Agreement, provided that no event contemplated as a cause for early termination occurs.
- (iv) Not to make any modifications, alterations or additions to the Leased Property (other than normal operating controls and fixtures) without the prior written consent of Lessor. In the event that such modifications, alterations or additions to the Leased Property are authorized by Lessor, Lessee shall, at its own expense, implement them, provided that they (i) do not change the original function or use of the Leased Property in which they are installed, (ii) do not require the removal of any part of the Leased Property for their installation, and (iii) their addition to the Leased Property does not have an adverse or negative impact on the value of the Leased Property or Lessor's rights therein. Any modifications to the Leased Property that are not removed shall become the property of Lessor.

**ELEVENTH . - MAINTENANCE OF THE ASSETS.** All expenses directly and indirectly related to the conservation, functionality, safety and maintenance of the Leased Assets shall be the exclusive responsibility of the Lessee, and the Lessee shall be responsible for carrying out at its own expense all corrective and preventive repairs that are necessary, consequent or convenient to maintain the Leased Assets in a perfect state of conservation, functionality, safety and maintenance, during the term of the lease in question, for which it shall use exclusively new and legitimate spare parts, tools and parts from the manufacturer.

Any spare part, replacement or part that is added to the Leased Goods will form an integral part thereof,

and for this reason the Lessee may not separate them without the prior written authorization of the Lessor.

The Lessee may not remove or add to the Leased Goods any spare part, replacement part or part that changes the appearance, form, operation or that affects the warranty granted by the manufacturer. All maintenance, functionality, safety, maintenance or repair services must be carried out by the Lessee in maintenance workshops expressly authorized by the manufacturers of the Leased Goods.

All maintenance of the equipment will be the responsibility of the Lessee for the entire duration of the Lease Term in question, or any extension thereof established in any of the Annexes.

**TWELFTH - INSURANCES.** Unless otherwise agreed, the Lessor shall contract, at the Lessee's expense, one or more comprehensive insurance policies with reputable insurance companies, which cover the Leased Property for at least its total replacement value during the term of this Contract and its Annexes or during the time that the Lessee and/or the Depositary remain in possession of the same. The insurance policies covering the Leased Property must designate the Lessor as the preferred beneficiary of any sums payable by the insurance companies under said policies in the event of any loss and cover at least the following risks, events and/or losses:

(i) Civil liability for damages to third parties in their property and/or person, with coverage that, for the purposes of repairing the damage, complies with the provisions of article 1915 of the Federal Civil Code, extending to respond for the Lessor in the event that it could be subject to any claim;

(ii) Any and all damages that may be suffered by the Leased Property; and

(iii) Theft, acts of vandalism, fire, natural disasters, etc.

In the event that the Lessor authorizes the Lessee in writing to contract the corresponding insurance, the Lessee must contract the insurance for the amounts and insurance company approved by the Lessor and according to the availability of coverage offered in Mexico. The Lessee must send the Lessor a copy of the insurance policies or certificates as evidence of the coverage within 10 (ten) business days following the delivery of the Leased Goods, as well as the renewal of said policies while the Term of the Lease in question is in force. Likewise, the Lessee must provide the Lessor with the corresponding receipts for the payment of the respective premiums, as well as the original of the irrevocable and transferable endorsement in favor of the Lessor.

If the Annexes authorize the Lessee to directly contract the insurance referred to in this Clause, the coverage and other characteristics of said insurance must be previously approved by the Lessor and if the

latter does not give its consent or the Lessee does not prove to have contracted the respective insurance at the Lessor's request, the Lessor is hereby authorized to contract the corresponding insurance at the Lessee's expense, who must reimburse the amounts incurred for such concept within a term that will not exceed 10 (ten) business days, from the date on which said expenses were incurred, or otherwise they will cause default interest in the terms established in Clause Fourteen of this Contract.

Any insurance contracted under the terms of this Clause and its corresponding policy may not be cancelled unilaterally by the Lessee or the insurance company, without the express written consent of the Lessor. The content of this clause will be recorded in the corresponding policy.

The Lessor may at any time request the Lessee to obtain from the insurance companies with which said insurance is contracted, the policies, endorsements, recognitions, certificates or any other evidence that proves the acceptance of, or notification to, said insurance companies.

The Parties agree that the Lessor, at its sole discretion, may increase the risks covered by the applicable insurance policy, with the understanding that the Lessor may make such adjustment without any obligation to notify the Lessee in advance. The Parties also agree that the costs and expenses generated by such increases shall be the sole responsibility of the Lessee.

In the event of any loss to the Leased Goods, the Lessee is obliged to immediately cover the insurance companies and without the need for a request from the Lessor, all amounts corresponding to deductibles or any other costs that the insurance companies may charge, as well as to make all the arrangements and procedures that are necessary so that the insurance institution that has been contracted, proceeds to pay the Lessor the respective compensation. The Lessor may (without this implying an obligation on the part of the Lessor) make any payments that are necessary to the insurance companies at the Lessee's expense, in which case the Lessee is obliged to reimburse the Lessor any sums incurred by it under said concept within a maximum period of 10 (ten) business days counted from the payment request made by the Lessor to the Lessee. Any amounts that are not paid or reimbursed punctually by the Lessee will cause default interest in accordance with the terms established in the Fourteenth Clause below.

In the event that the amount of insurance for the Leased Goods is being considered in the Considerations, this amount may vary according to the adjustments to the initial price that the insurance company will reflect to the Lessor for reasons beyond its control, without prior notice to the Lessee.

In the event of irreparable damage to the Leased Goods that prevents their normal use or they are

stolen and not recovered, and the compensation paid by the insurance companies does not fully cover: (i) the outstanding balance of the Lease Rent in question; (ii) the liabilities that, as a consequence of the incident, will be the responsibility of the Lessor as owner of the Goods; and (iii) other expenses, taxes, commissions and other accessories, the Lessee is obliged to pay the Lessor the resulting differences, after which the Annex A in question will be terminated .

Likewise, in the event of any repairable damage to the Leased Goods, if the insurance institution for any reason does not fully cover the cost of the repair, the Lessee is obliged to carry it out at its own expense and expense in terms of the previous paragraph.

The Parties agree that, in the event that the contracted insurance company(ies) refuse, decide and/or for any other reason do not make the payment of the contracted insurance and/or insured sums, the Tenant is obliged to pay the replacement value of the Leased Property, the missing Rents and the damages and losses generated to the Lessor.

Under no circumstances in the event of loss or destruction of the Goods will the Lessee's obligation to continue paying the Considerations generated cease, until such time as the Lessor has received from the insurance institution or from the Lessee itself the payment referred to in the preceding paragraphs.

In the event of damages or losses caused or that may be caused to third parties in their person or property, due to the use, exploitation and temporary enjoyment of the Leased Goods, the Lessee shall be responsible for paying all amounts necessary to compensate the damaged parties, cover the repair costs of the Leased Goods and any other liabilities that may arise on behalf of the Lessor due to said incident. The Lessee undertakes to hold the Lessor harmless from any lawsuit or claim arising from or related to damages caused by or with the Leased Goods, as well as to cover all expenses, including attorneys' fees, related to such lawsuits or claims and to immediately reimburse, where applicable, any amount incurred by the Lessor due to such lawsuits or claims.

Once the Lessor receives the payments due under this clause and has been released from all liability, should the Lessee so request, the Lessor will assign to the Lessee all rights it has against the insurance institution so that the Lessee may exercise the actions that are in its best interest.

The Lessee has the obligation to notify the Lessor of any situation that the Leased Property suffers, so that the latter can carry out all the management, notices and other acts that are required before the corresponding insurance company, so that in case the Leased Property suffers any damage, the corresponding compensation is prepared, having to collaborate unlimitedly with the Lessor for this purpose; Likewise, the Lessee is obliged to give

immediate notice within 12 (twelve) hours following the moment in which the incident in question has occurred, unless due to causes of force majeure, fortuitous event and/or there is an impediment that prevents the Lessee from doing so immediately, a fact that must be verifiable so that there is no liability in favor of the latter.

In the event that the Lessee omits this notification and/or does so after the deadline mentioned in the previous paragraph, any damage, detriment, expense, right and/or disbursement incurred shall be the responsibility of the Lessee, with no liability whatsoever for the Lessor. In the event of loss, destruction, irreparable damage or any other contingency constituting total or partial loss, which absolutely prevents the use of the Leased Property, including when the absolute impediment is the result of a future act by any authority, regardless of its nature, if once the compensation has been paid, if any, by the insurance company with which the Leased Property insurance has been contracted and said compensation is not sufficient to fully cover the amount of the accessories, as well as the value of the Leased Property, the Lessee is expressly obliged to settle the resulting differences, thereby terminating this Contract. Once the value of the Leased Property and the Rents that are pending payment at that time have been paid, any surplus that exists will be delivered to the Lessee.

**THIRTEENTH . - CAUSES FOR EARLY TERMINATION.** The following shall be grounds for termination or early expiration of this Contract, without liability for the Lessor, among others:

- a) Any breach in relation to the main and accessory obligations of the Tenant, the Joint Obligor and/or Guarantor and Surety and, where applicable, the Depositary arising from this Contract, its Annexes, or by Law and said breach continues for a period of more than 10 (ten) business days.
- b) Any statement or representation made by the Tenant under this Master Agreement or any Annex or in any document or certificate signed by the Tenant and related to this Agreement or any Annex A, was found to be false in any respect at the time it was made.
- c) If the Lessee and/or the Jointly Obligated Party and/or Guarantor and Surety is declared bankrupt or in suspension of payments, either by their own will or at the request of any of their creditors, or if they acknowledge before the Lessor or any third party their inability to meet their debts.
- d) If Lessee attempts to remove, sell, transfer, encumber, lose possession of or sublease the Leased Property or any part thereof, or assign its rights under this Agreement, except as expressly permitted under this Agreement.
- e) If the Tenant and/or the Jointly Obligated Party and/or Guarantor and Surety, being a legal, commercial or civil entity, are subject to a spin-off, merger, transformation, dissolution and

- liquidation by agreement of its partners or shareholders, by the authority or by third parties.
- f) If the Tenant and/or the Jointly Obligated Party and/or Guarantor and Surety make(s) an assignment of assets or rights to the detriment of their creditors.
- g) If the Tenant and/or the Jointly Obligated Party and/or Guarantor and Surety, or those who control them, being legal entity(ies), are subject to a change of Control.
- h) If the Lessee and/or the Jointly Obligated Party and/or the Guarantor and Surety and/or the Depositary in any way, alienate(s) or transfer(s) a substantial part of their property, assets or rights that places them in a state of temporary or permanent insolvency.
- i) If there is written authorization to assign the rights derived from this contract or any Annex, the Tenant does not comply with the requirements established in Clause Nine of this instrument.
- j) If more than 30 business days have elapsed since the signing of this Framework Agreement and the Lessee does not enter into any leasing transaction with the Lessor, such that the purpose of this instrument is not fulfilled due to its fault, the Lessee is obliged to pay the Lessor immediately upon request a commission for the structuring of this Agreement equivalent to 2% of the contract value plus the corresponding VAT.

The Parties agree that in the event of any of the events contemplated in this Clause occurring and at any subsequent time, the Lessor may, at its discretion, terminate this Agreement and any or all of the Annexes in advance, without liability of any kind and without the need for judicial intervention, and therefore, demand payment of the entire Rent, that is, all of the Considerations due and to be due and any other unpaid amounts arising from the Agreement and/or any Annexes, in which case the Lessee will not have the benefit of dividing the payment of the Rent. In this event, the Lessee undertakes to return the Leased Property, in accordance with the terms of Clause Seventeen of this Agreement.

Termination of the Master Agreement and/or any Schedule A as a result of any of the events contemplated in this Clause occurring shall occur upon written notice from the Lessor to the Lessee. None of the rights referred to in this Clause shall be deemed exclusive, but each shall be cumulative and additional to any other rights mentioned above or available to the Lessor at law. No waiver, express or implied, by the Lessor of any breach shall be deemed a waiver of any other breach by the Lessee or a waiver of any of the Lessor's rights.

Likewise, the Parties agree that if, after signing this Framework Agreement and any of its Annexes A and/or any other, the Lessee unilaterally decides to cancel the leasing transaction in question, without the Leased Goods having yet been delivered, the Lessee undertakes to pay the Lessor a conventional penalty equivalent to 75% (seventy-five percent) of the value

of the lease in question, without prejudice to the Lessor's right to terminate in advance the aforementioned lease, all existing Annexes A or this Agreement, in accordance with the terms agreed in this Clause.

Likewise, payment of the penalty agreed herein shall be enforceable if the Lessor, prior to the purchase of the Leased Goods, finds discrepancies or variations that it deems significant between the characteristics of the Leased Goods, including their price, and those offered by the supplier, distributor, seller, manufacturer or builder, and these cannot be satisfactorily resolved, such that this implies a variation in the conditions previously agreed in Annex A and other corresponding ones.

Likewise, payment of the conventional penalty agreed herein will be required if the supplier, distributor, seller, manufacturer or builder designated by the Lessee does not meet the requirements established by the Lessor, and without the Lessee proposing a new supplier, distributor, seller, manufacturer or builder, for which reason the corresponding leasing operation must be cancelled or the purchase of the Leased Goods is not possible.

Payment of the aforementioned conventional penalty must be made in accordance with the terms of this Contract and non-compliance will cause late payment interest in accordance with Clause Fourteen of this instrument.

**FOURTEENTH. DEFAULT INTEREST.** In the event that the Lessee fails to timely comply with the principal and accessory obligations under this Contract and its Annexes, including the payment of the Considerations, the Lessee agrees that it will incur default interest from the date of non-compliance until the date of payment, at a rate of 3% (three percent) per month per day of delay or the interest rate established by the Parties in each of Annexes A and/or any other.

The application of the aforementioned late payment rate is without prejudice to the rights of the Lessor to terminate early or rescind this Contract and the Annexes, as well as the restriction of the use of the assets by detention through the remote system and to exercise the legal actions within its reach, as a consequence of the non-compliance observed by the Lessee.

**FIFTEENTH. NON-COMPLIANCE.** The Parties agree that, in the event that the Lessee and/or the Jointly Obligated Party and/or the Guarantor and Surety fail to pay 2 (two) successive considerations, the Lessee and/or the Jointly Obligated Party and/or the Guarantor and Surety and the Depositary recognize the right of the Lessor to restrict the use of the Leased Goods, causing the detention of the same through the remote system, independently of the notification referred to in this Clause.

The Lessee and/or the Jointly Obligated Party and/or Guarantor and Surety and the Depositary acknowledge that the restriction on the use of the Leased Property under the terms set forth above does not constitute for them a right that may be demanded or an exception that may be opposed and invoked, nor a breach of the obligations by the Lessor, nor a conventional penalty in its favor, but rather a power of the Lessor, for which reason the direct or indirect, legal or natural consequences arising from said restriction are and will be attributable solely and exclusively to the Lessee and/or the Jointly Obligated Party and/or Guarantor and Surety and the Depositary.

In the event that the Lessee and/or the Jointly Obligated Party and/or the Guarantor and Surety and/or the Depositary with any of the obligations contracted by means of this Contract and/or its Annexes, the Lessor may, at its discretion, terminate this Contract and any or all of the Annexes in advance, without liability of any kind and without the need for any notification or judicial intervention, and therefore, demand payment of the entire Rent, that is, the entirety of the Considerations due and to be due and any other unpaid amounts arising from the Contract and/or any Annex A.

From the date on which there is any breach and therefore a cause for early termination of this Contract and/or the Annexes is updated, the Lessee accepts that it will become the **free Depositary** of the Leased Goods, unless the possession of said Leased Goods has been consigned to the Depositary, in which case the latter will continue with said position free of charge, in terms of the provisions of Title Eight, Chapter I, articles 2516 to 2534 of the Federal Civil Code, and from this moment they accept the accumulation of rights and obligations that said articles confer.

In accordance with the above, from this moment the Lessee and/or the Depositary accept the appointment of **free Depositary**, in the event that the assumption contemplated in this Clause is updated and they are obliged to make the delivery to the Lessor of the Leased Goods within a period not greater than 15 (fifteen) business days from the date on which the goods are requested in writing; the above, without prejudice to the criminal liability that may be incurred in the event of not making the delivery of the Leased Goods to the Lessor within the period established above. The Lessee declares that the performance of the position of Depositary of the Leased Goods is free of charge, therefore it does not reserve any right or faculty to demand from the Lessor the payment of any amount or consideration for said reason.

The Lessee agrees to cover all expenses (including attorneys' fees and legal expenses) incurred by the Lessor in connection with any claim in relation to the Lessee's obligations and in general when exercising any right related to the provisions of this Agreement,



its Annexes and the Promissory Notes (as defined below).

**SIXTEENTH . - EXPIRATION.** The Lessee may not, under any circumstances, terminate this Contract early, except with the written consent of the Lessor and after full payment of the amounts due.

**SEVENTEENTH - RETURN OF THE GOODS.** At the end of the Lease Term in question, the Lessee and/or the Depositary, as the case may be, shall, at its own expense, uninstall, repackage and return the Leased Goods to the Lessor at its address or at the place and date that the latter indicates in writing for such purpose, in the condition and condition in which the Lessee and/or the Depositary received them, without greater wear and tear than that normally derived from their normal use or deterioration. The Lessee shall be responsible for and pay for all repairs and other work required by the Leased Goods, in order for them to qualify for the standard maintenance contract of the manufacturer or any authorized distributor at the time of delivery of the Leased Goods. Likewise, in the event that part or all of the returned Leased Goods are not in optimal operating conditions, the Lessee will pay the Lessor as a conventional penalty an amount equal to the amount of the Consideration in Annex A in question, which documents said Leased Goods, until they are in optimal operating conditions.

In the event that the Leased Goods are not returned on the date referred to in the preceding paragraph, the Lease Term in question shall be automatically extended on a quarterly basis until the Leased Goods are returned, on the understanding that the extensions corresponding to the Lease Term in question shall be considered mandatory for both parties and during the term of each of them the Lessee undertakes to unconditionally pay the Lessor an amount equal to the highest amount corresponding to the Consideration contemplated in the corresponding Annex A, without prejudice to any criminal liability that may be incurred by the Lessee and/or the Depositary, or their representatives under the terms established in the Fifteenth Clause above.

In the case of transportation equipment, the Lessee will have the right to use the Kilometers specified in each Annex, having to cover the amount of \$2.00 MN (TWO PESOS 00/100 MN) for each kilometer that exceeds the agreed mileage, a circumstance applicable to all Annexes, in which the Leased Goods are transportation equipment, of this Contract.

Upon conclusion of the Lease Term in question or any extension thereof, and provided that the Lessee is up to date in the fulfillment of each and every one of its obligations arising from this Framework Agreement, as well as any Annex signed under it, the latter shall have preferential right to acquire all of the Leased Assets in accordance with Annex A, and may not partially acquire only some of the Leased Assets or a part of them.

In the event that the Lessee wishes to exercise its right of preference to acquire all of the Leased Goods in Annex A in question, it must notify the Lessor in writing at least 90 (ninety) calendar days in advance of the termination date of the Lease Term, or any extension thereof, of the corresponding Annex A, of its desire to acquire or not the Leased Goods to which said Annex A refers.

Within 30 (thirty) calendar days following the date of receipt of the aforementioned notice, the Lessor shall notify the Lessee in writing of the sale price of the Leased Goods that the latter intends to acquire and which must be determined based on their respective market value, estimated on the date of termination of the Lease Term in question, or any extension thereof. The Lessee, in turn, must inform the Lessor of its agreement with said price within 10 (ten) calendar days following the date of receipt of said communication.

All taxes, duties, contributions or expenses of any nature that are incurred with reason for the acquisition of the Leased Goods, will be the responsibility of the Lessee.

In the event that the Lessee does not give the written notice referred to, the Term of the Lease in question will be automatically extended on a quarterly basis, on the understanding that the extensions corresponding to the Term of the Lease in question will be considered mandatory for both parties and during the term of each of them the Lessee is obliged to unconditionally pay the Lessor an amount equal to the highest amount corresponding to the Consideration contemplated in Annex A in question.

In the event that the Lessee expresses its desire to acquire the Leased Goods, it must pay the Lessor, on the date on which the purchase is made, the purchase price of the Leased Goods, as well as the amount of all taxes applicable to said sale and any other amount for Rent or any other concept derived from the Lease of the Leased Goods, which are pending payment.

On the date of payment of the sale price, the Lessor will transfer ownership of the Leased Goods subject to the same, without the recognition of any guarantee and by delivering the corresponding invoice.

**EIGHTEENTH - PROMISSORY NOTE.** Without meaning the payment of the lease price, the Lessee and, where applicable, the Jointly Obligated Party and/or Guarantor and Surety are obliged to subscribe, to the order of the Lessor, one or more promissory notes (hereinafter "Promissory Notes"), the total amount of which shall be used to document the Rents agreed upon in accordance with this Contract, for each of the Annexes that are signed. All Promissory Notes must be signed by both the Lessee and the Jointly Obligated Party and/or Guarantor and Surety, with the understanding that said Promissory Note(s) may not have a maturity later than the Annex from which it is derived, and that the delivery thereof does not in any

way imply the payment or receipt of the Rents or any novation of this Contract and/or its Annexes.

**NINETEENTH . - (i) ESTABLISHMENT OF THE JOINT OBLIGATION AND/OR SURETY AND GUARANTEE.**

**TO) JOINT OBLIGATION AND GUARANTEE.** - The person(s) who as Joint Obligor and Guarantor appear(s) to sign this instrument, and/or appear from time to time to sign each of the Annexes of this Contract, constitute(s) and/or will constitute, as the case may be, irrevocably and unconditionally as Joint Obligor and Guarantor of the credit instruments that may be subscribed, of the Lessee, with and in favor of the Lessor for the total and timely fulfillment of the agreed obligations and the responsibility of the Lessee with the solidarity established in articles 1987 and 1988 of the Federal Civil Code.

Pursuant to the foregoing, the joint obligation includes the full payment of the principal and accessory obligations of the Lessee arising from this Contract and its Annexes, as well as the Promissory Notes, including in all cases the interest that may be generated by overdue Considerations pending payment, contributions, expenses, commissions and other amounts, payable in accordance with this Contract, its Annexes and Promissory Notes, with the Lessor being responsible with all its present and future assets for the fulfillment of each and every one of the aforementioned obligations.

The joint obligation assumed in this Clause does not and will not imply an extinction, reduction, release, modification or transfer of the obligations of the Lessee derived from this Contract, its Annexes and the Promissory Notes. The joint obligation will remain in full force and effect until the Lessor is covered for all that is owed to it by virtue of this Contract, its Annexes and the Promissory Notes.

Likewise, the Joint Obligor and Guarantor agree(s) to cover all expenses (including attorneys' fees and legal expenses) incurred by the Lessor in connection with any claim in relation to its obligations and in general when exercising any right related to the provisions of this Contract, its Annexes and the Promissory Notes. The Joint Obligor and Guarantor also agree(s) to sign, as Guarantor, the Promissory Note(s) provided for in this Contract and its Annexes.

The **Joint Obligor and Guarantor** agrees to notify the **Lessor in writing** if the **Lessee** or any of its officers, directors, employees, contractors and/or subsidiaries are listed on any of the lists of denied, disqualified or blocked persons or entities of the United States of America or become the property of a subject listed on the list of the United States Treasury Department and the foreign assets control office of blocked persons or nations.

The appearance and signature from time to time of any Jointly Obligated Party and/or Guarantor and

Surety other than those who initially signed this Contract, in terms of what was agreed in the First Clause of this instrument, will constitute the express recognition of the content of this Clause, assuming each and every one of the obligations contained herein, for all legal purposes where applicable.

**B) SURETY AND GUARANTEE.**- The person(s) who appear as Guarantor and Surety to sign this instrument and/or appear from time to time to sign each of the Annexes to this Contract, constitute(s) and/or will constitute irrevocably and unconditionally Guarantor and Surety of the credit instruments that may be subscribed, by the Lessee, to and in favor of the Lessor - the Lessor accepting this guarantee -, of the payment obligations contracted by the Lessee by virtue of this Contract and its Annexes A and/or any other, with the general obligation to respond with all of their current and future assets, waiving the benefits of order, division and exclusion referred to in articles 2814, 2815, 2827 and other related articles of the Federal Civil Code and their correlatives in those of the federative entities of the Mexican Republic.

The bond will remain in full until the Lessor is paid everything owed for the obligations contracted by the Lessee in this instrument and in each of its Annexes, including its accessories and other contractual and legal consequences, so the parties agree that there will be no reduction of the guarantee due to a reduction in debts, the Guarantor expressly waiving such right.

As a consequence of the subsistence agreement of the bond contained in this paragraph, the Guarantor waives the provisions of articles 2836 and 2845 to 2849 of the Federal Civil Code and their correlatives in those of the federal entities of the Mexican Republic.

Pursuant to the foregoing, the bond includes full payment of the principal and accessory obligations of the Lessee arising from this Contract and its Annexes A, as well as the Promissory Notes, including in all cases any interest that may be generated by overdue Considerations pending payment, contributions, expenses, commissions and other amounts payable in accordance with this Contract, its Annexes A and Promissory Notes, with the Lessor being liable with all its present and future assets for the fulfillment of each and every one of the aforementioned obligations.

Likewise, the Guarantor and Surety agree(s) to cover all expenses (including attorneys' fees and legal expenses) incurred by the Lessor in connection with any claim in relation to its obligations and in general when exercising any right related to the provisions of this Contract, its Annexes and the Promissory Notes. The Guarantor and Surety also agree(s) to sign, as Surety, the Promissory Note(s) provided for in this Contract and its Annexes.

The **Guarantor and Surety** agrees to notify the **Lessor in writing** if the **Lessee** or any of its officers, directors, employees, contractors and/or subsidiaries are listed on any of the lists of denied, disqualified or

blocked persons or entities of the United States of America or become the property of a subject listed on the list of the United States Treasury Department and the Office of Foreign Asset Control of Blocked Persons or Nations.

The appearance and signature from time to time of any Guarantor and Surety other than those who initially signed this Contract, in terms of what was agreed in the First Clause of this instrument, will constitute the express recognition of the content of this Clause, assuming each and every one of the obligations contained herein, for all legal purposes where applicable.

**(ii). INSOLVENCY OF THE LESSEE.-** The Joint Obligor and/or Guarantor and Surety agree(s) that their obligations will be fulfilled regardless of the bankruptcy, insolvency or commercial insolvency of the Lessee and independently of any legal recourse that may in any way affect the Terms and Conditions of this Agreement, its Annexes and the Promissory Notes or that may cause or allow any alteration to be invoked in the time, amount or form of payment of the obligations assumed in accordance with said documents.

**(iii). RESCISSION OR REVERSAL OF PAYMENT.-**

The Joint Obligor and/or Guarantor and Surety agree(s) that if at any time all or part of a payment received by the Lessor under this Agreement should be reversed for any reason, including but not limited to bankruptcy, insolvency or bankruptcy of the Lessee, the obligations assumed by the Joint Obligor and/or Guarantor and Surety shall be deemed to remain in force as they were prior to receipt of the rescinded or reversed payment, with the Joint Obligor and/or Guarantor and Surety remaining obligated as if said payment had never been received by the Lessor.

**(iv). SUBROGATION. -** The Joint Obligor and/or Guarantor and Surety when making a payment will be subrogated to the rights of the Lessor to the extent and proportion of the payment made. Notwithstanding the foregoing, the Joint Obligor and/or Guarantor and Surety expressly agree not to exercise their rights derived from the subrogation until such time as the obligations derived from this Contract have been fully fulfilled; in the event that the Joint Obligor and/or Guarantor and Surety receive(s) any amount on account of said subrogation before the obligations of the Lessee have been fully fulfilled, the Joint Obligor and/or Guarantor and Surety will be considered the depositary(ies) of said amounts, obligating themselves to immediately deliver them to the Lessor to be applied to the payment of the obligations of the Lessee, whether or not they are due.

Notwithstanding the foregoing, the Joint Obligor and/or Guarantor and Surety agree(s) that the amounts derived from this Contract, its Annexes and the Promissory Notes will be paid to the Lessor in preference to any obligation that the Joint Obligor

and/or Guarantor and Surety have(s) or will have(s) with the Lessee.

**TWENTIETH - DEPOSITARY** - The Lessor and the Lessee agree and the latter agrees that from now on, the person who appears as Depositary at the signing of this instrument and/or the person who may be designated from time to time in the corresponding Annex A and/or any other, as well as for the purposes of receipt, return and internal supervision of the Leased Goods, as well as to allow the inspections carried out for this purpose by the Lessor and/or its personnel in accordance with the provisions of this Contract and its Annexes, shall be expressly designated as the person in charge and depositary of the safekeeping and custody of the Leased Goods. The foregoing, regardless of whether or not the Lessee is a legal entity.

The assignment in question is constituted free of charge and the Depositary signs this Contract, and/or in due course the Annex(es) that are signed, in order to record its acceptance of the position and functions conferred upon it and consequently assume all responsibilities and obligations conferred upon it in accordance with the applicable legal provisions and in particular those established herein.

On the date of signing this Agreement, the Lessor, through the seller, supplier, manufacturer, builder or the person designated by the Lessor, will deliver the Leased Goods to the Lessee, but through the Depositary, who will be deemed to have received them by signing Annex B and Annex G, obligating himself to receive them and at the full disposal of the Lessor and establishing and/or recognizing as the address for receiving the Leased Goods the address of the Depositary, designated in the section called "GENERAL DATA OF THE DEPOSITARY" of this Agreement, and/or the corresponding Annex A.

In the event that, for any of the reasons established in this Contract, the material return of the Leased Goods is required, the Lessee authorizes the Depositary to be the person in charge of delivery to the Lessor at the agreed place and date.

The Lessor shall have the right to revoke the appointment of the Custodian of the Leased Goods at any time, appointing another in his place and immediately delivering the Leased Goods to the new Custodian.

In the event of revocation of the Custodian's assignment by the Lessor, the parties agree that there will be no need to enter into any amending agreement of this Framework Agreement, or of Annex A, Annex B, Annex G and/or the one in question, and for such purposes a written communication from the Lessor to the Lessee and the current Custodian will suffice, informing them of such revocation of the assignment and the appointment of the new Custodian, for it to take full legal effect.

The Custodian undertakes to carry out each and every one of the necessary diligences and arrangements, as well as to give the respective notices so that the Leased Assets are and/or maintained: (i) in good condition and in suitable conditions to be used and/or exploited; (ii) free of any lien, debt, tax, fine and/or fiscal burden, and/or any of those established in this Contract; (iii) duly registered with any registry in charge of competent authorities, if necessary, keeping in force all the documentation that by operation of law must be obtained from any authorities regarding the use of said Leased Assets; (iv) with their value that they keep at the date, with the exception of the depreciation that they may suffer by mandate of law or by the use to which they have been subject, provided that said use corresponds to that which must be made under normal operating conditions of said Leased Assets.

**TWENTY-FIRST. - RATIFICATION OF THE CONTRACT.** In the event that the Lessor so requests, the Lessee, where applicable, the Jointly Obligated Party and/or Guarantor and Surety and the Depositary, undertake to sign and/or ratify this Contract, its Annexes, modifications and extensions, if any, before a notary public in order for it to acquire the character of an enforceable title, in terms of the applicable legal provisions, with all expenses, fees and registration rights in the Public Registry of Property and Commerce that may be incurred being the responsibility of the Lessee.

**TWENTY-SECOND. - SOFTWARE.** The Lessee and the Lessor acknowledge that the Leased Goods may contain or include a description of certain computer programs (hereinafter "Software") for which the Lessor does not hold intellectual property rights. The Lessee shall be the sole licensee of any Software included in the Leased Goods; therefore, the Lessor shall not charge the Lessee any amount related to the ownership or use of the Software or any license to use it.

Additionally, the Lessee hereby agrees to enter into and maintain in force during the Lease Term or any extension thereof, with the owner of the intellectual property rights of the Software and/or with the supplier, distributor, seller, manufacturer or builder thereof, all license agreements or other agreements required to obtain the right to use said Software.

Any Software license agreement shall be separate and distinct from this Framework Agreement and any of its Annexes, and Lessor shall have no obligation or liability under them; however, Lessor shall have the right to require Lessee to terminate use of the Software corresponding to the Leased Goods in question, in the event that any of the events contemplated as causes for early termination of this Agreement occur and continue without being remedied in accordance with this Framework Agreement.

Upon termination or expiration of the Master Agreement and with the prior written consent of the owner of the rights to the Software, in the event that Lessee chooses not to purchase the Leased Goods, or for any other reason Lessee is required to return the Leased Goods to Lessor pursuant to this Agreement, Lessee, exclusively in any such case, hereby assigns, free of charge, to Lessor, effective as of the date of return of the Leased Goods to Lessor, all of Lessee's rights to the licenses to use the Software corresponding to the Leased Goods returned to Lessor.

**TWENTY-THIRD. CONFIDENTIALITY.** All information disclosed by one Party to the other, as well as the Terms and Conditions of this Agreement and its Annexes, the identity of the directors, executives and employees of the Parties and other business, financial or other information provided and/or generated by virtue of this Agreement and its Annexes is confidential (hereinafter "Confidential Information").

Neither Party may disclose such Confidential Information without the prior written consent of the other Party. In the event that such information is required by law or order of authority to either Party, the other Party shall be immediately notified so that, to the extent possible, they may agree on the information to be provided.

The obligations contained in this Clause shall remain in effect during the validity of this instrument and its Annexes and after its termination for any reason.

In the event that the Tenant fails to comply with the obligations described above, he/she shall be liable for any damages caused to the Landlord.

**TWENTY-FOURTH. DOMICILIATION OF PAYMENTS.** The Parties agree that the Tenant may make the payment of the Rent and any other amounts due therefrom, by means of periodic charges to the Tenant's bank account, upon request and authorization signed by the Tenant in his own right to his banking institution, in terms of Circular 3/2012 issued by the Bank of Mexico.

In the event that the Tenant requests the cancellation of direct debit from his/her banking institution, he/she is obliged to immediately notify the Lessor in writing, if as a consequence of said cancellation the payment obligations on the part of the Tenant are not covered on the date agreed by the parties, he/she shall cover the amount owed plus late payment interest established in Clause Fourteen of this instrument or those agreed by the Parties in the Annexes.

**TWENTY-FIFTH. - ADDRESSES.** Any notification, notice and document that must be delivered to the Parties pursuant to this Contract must be made in writing, at the following addresses, with the understanding that said notification will take effect on the date it is received at the following addresses:





IMAGINA LEASING, SAPI DE CV

**The Landlord :** Blvd. Adolfo Ruíz Cortines  
No. 3642 Floor 15 - 1502,  
Col. Jardines del Pedregal,  
Alvaro Obregón City Hall,  
Mexico City, CP 01900  
**Attention:** IMAGINA  
LEASING, SAPI DE CV

**The Tenant.** - The address provided in the "GENERAL DATA OF THE LESSEE" section of the TERMS AND CONDITIONS section of this contract, and in the corresponding section of Annexes A.

**The Joint Obligor and/or Guarantor and Surety D.** - The address provided in the section "GENERAL DATA OF THE JOINT OBLIGOR AND/OR GUARANTOR AND GUARANTEE" of the Terms and Conditions section of this Contract, and in the corresponding section of Annexes A.

**The Depositary.** - The address provided in the "GENERAL DEPOSITARY DATA" section of the Terms and Conditions section of this Agreement, and in the corresponding section of Annexes A.

The S Parts They may change their address for notices and notifications related to this Contract by giving prior notice of such change to the addresses in writing, at least 15 (fifteen) calendar days before such change is to be made.

The Tenant, the Jointly Obligated Party and/or Guarantor and Surety and the Depositary declare, under protest of telling the truth, that the addresses provided respectively in the "GENERAL DATA" section of the Terms and Conditions section of this Contract, and in the corresponding section of Annexes A, or the addresses that may be provided from time to time, in accordance with the provisions of the preceding paragraph, are their conventional and legal domicile for all legal purposes that may apply, and all notifications and/or actions carried out therein for the purposes of this contract are valid, even if it may be the same domicile as these, which they recognize under their strict responsibility.

**TWENTY-SIXTH. - DIVISIBILITY.** In the event that any provision of this Agreement and its Annexes is found to be, in whole or in part, illegal or invalid, the other Terms and Conditions of this Agreement and its Annexes remain in force. The illegal or invalid provisions shall be modified in order to be consistent with the intent and purpose of the other provisions of this Agreement and its Annexes.

**TWENTY-SEVENTH. - TITLES OF THE CLAUSES.**

The titles used to designate each of the Clauses in this Contract have been included for the sole purpose of facilitating their reading, and therefore are not intended to define or limit the content of the same. For the purposes of interpreting each Clause, attention must be paid exclusively to its content, and in no way to its title.

**TWENTY-EIGHTH. PROVISIONS.** The Lessor shall take corrective measures at the Lessee's expense and cost that it deems necessary, with respect to the actions and/or omissions carried out by the Lessee and which, in the Lessor's discretion, are inadequate.

**TWENTY-NINTH. TIEBREAKER.** The Parties agree that if there is a conflict between the provisions of this Contract and the various Annexes, the provisions of the respective Annex shall prevail at all times.

**THIRTIETH. CONVENTIONAL JUDICIAL PROCEDURE.** The Parties agree and acknowledge that in the event of a dispute and/or controversy during the validity of this instrument and its Annexes, the Lessor, at its sole discretion, may choose the summary action route for its resolution. To do so, it will be necessary to formalize the decision in a public deed, policy before a broker or before the judge who hears the claim at any stage of the trial, complying with the formalities established in article 1053 of the Commercial Code. The Lessee is obliged to cover the main and accessory expenses generated during said procedure.

**THIRTY-FIRST. -** In the event that any of the Parties does not exercise any of the rights in its favor derived from this Contract or from any lease set forth in each of the Annexes A thereof, these shall not be deemed waived under any circumstances, unless the Parties have established a maximum period for their exercise.

**THIRTY-SECOND. - APPLICABLE LAWS AND COMPETENT COURTS.** For all matters relating to the interpretation, compliance and execution of this Contract, the subscribers expressly submit to the jurisdiction and competence of the courts of the judicial district of Mexico City, expressly waiving any other jurisdiction that may correspond to them due to their current or future domicile, or for any other reason.

Once the Parties are informed of the content and legal scope of this Contract, they sign it in accordance with the place and on the date established in the section called "PLACE AND DATE OF SIGNATURE" of the TERMS AND CONDITIONS SECTION.

<b>THE TENANT</b>
<b>NAME OR COMPANY NAME :</b> _____
<b>REPRESENTED BY:</b>



-----
<b>SIGNATURE:</b>

<b>JOINTLY LIABLE PARTY AND/OR GUARANTOR AND GUARANTEE</b>
<b>NAME :</b> -----
<b>IN ITS OWN RIGHT:</b>
<b>SIGNATURE:</b>

<b>DEPOSITARY</b>
<b>NAME OR COMPANY NAME :</b> -----
<b>IN ITS OWN RIGHT:</b>
<b>SIGNATURE:</b>

<b>THE LANDLORD</b>
<b>NAME OR COMPANY NAME :</b> <b>IMAGINA LEASING, SAPI DE CV</b>
<b>REPRESENTED BY:</b> <b>Carlos Eduardo Olmos Estrada</b>
<b>SIGNATURE:</b>