

GROUP SIMPLE CREDIT AGREEMENT ENTERED INTO BY CEGE CAPITAL, S.A.P.I DE C.V., SOFOM, E.N.R.E., IN ITS CAPACITY AS LENDER, REPRESENTED IN THIS ACT BY \_\_\_\_\_, (HEREINAFTER "CONTIGO") AND ON THE OTHER HAND, IN THEIR CAPACITY AS BORROWERS, THE PERSONS LISTED IN THE FINAL PART OF THIS AGREEMENT, WHO JOINTLY WILL BE CALLED \_\_\_\_\_, (HEREINAFTER "THE GROUP"), IN ACCORDANCE WITH THE FOLLOWING BACKGROUND, DECLARATIONS AND CLAUSES:

### **BACKGROUND**

FIRST. On the \_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_, the GROUP, formulated, signed and presented an application for group credit with joint and several obligation (hereinafter, the "Application"), in favor of CONTIGO for the amount of \_\_\_\_\_ pesos M.N.

SECOND. Derived from such application, the GROUP delivered the data and documents required for the evaluation and analysis of the merits of the Application.

THIRD. CONTIGO, after reviewing and analyzing the Application, information and documentation provided and presented by the GROUP, authorized the granting of the group loan with joint and several obligation, in favor of the GROUP, under the following declarations and clauses:

### **DECLARATIONS**

#### **I. DECLARES CONTIGO, THROUGH ITS LEGAL REPRESENTATIVE:**

a) That it is a mercantile corporation legally constituted in accordance with the laws of Mexico, as evidenced in deed number 11,731 dated March 7, 2013, executed before the faith of Guillermo Escamilla Narváez, Attorney at Law, holder of Notary Public Office number 243 of Mexico City, instrument whose first testimony has been registered in the Public Registry of Commerce of Mexico City, under mercantile folio number 492864-1, dated May 2, 2013.

b) It states as its domicile, for the purposes related to the Contract, the real estate located at Carretera México-Toluca number 2430, 4th Floor, Colonia Lomas de Bezares, Alcaldía Miguel Hidalgo, Mexico City, Postal Code 11910.

c) That it has a current registration with the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF).

d) That the Non Regulated non banking financial institutions with multipole object for their incorporation and operation as such, do not require authorization from the Ministry of Finance and Public Credit and are subject to the supervision of the National Banking and Securities Commission, only for purposes of the provisions of Article 56 of the General Law of Credit Organizations and Auxiliary Activities, in accordance with Articles 11 of the Law for the Transparency and Regulation of Financial Services and 87 J of the General Law of Credit Organizations and Auxiliary Activities.

e) That its representative has the necessary powers to enter into this Agreement, which have not been revoked, modified or restricted in any way as of the date of execution of this Agreement.

f) That this Contract is registered as an Adhesion Contract in the Registry of Adhesion Contracts (RECA) of CONDUSEF under number: xxxxxxxx.

g) That the Total Annual Percentage Rate (TAC) of this loan is the one established in the Credit Schedule and is hereby reproduced as if it were inserted to the letter. The TAC is calculated as of the date of signature of this Agreement in annual terms.

## **II. ALL THE MEMBERS OF THE GROUP JOINTLY DECLARE IN THEIR OWN RIGHT:**

a) That they are a GROUP of natural persons of Mexican nationality with sufficient exercise, economic and moral capacity to assume the obligations subject of this Contract and to comply with them in the terms specified below, declaring under oath that they are not legally prevented from entering into the same.

b) That they have freely constituted a group of persons who carry out a productive activity on their own account or an economic activity in the rural environment and that the Credit requested will be destined for the development of lawful productive activities, based on the group credit application with joint and several obligation presented to CONTIGO, and that they have agreed to call themselves \_\_\_\_\_ (hereinafter the "GROUP").

c) That the resources with which they are to pay the received credit, as well as the contracted obligations, have been or will be obtained or generated through a source of lawful origin. Likewise, that the use of the resources obtained under this Credit Agreement will only be for purposes permitted by law, and that they are not within the assumptions established in Articles 139 Quater and 400 bis of the Federal Criminal Code and its correlatives in the Criminal Codes of the States of the Mexican Republic.

d) That, prior to the signature of the present Contract, each one of the members of the GROUP have subscribed the authorization form to request Credit Reports of Individuals, before the Credit Information Companies that CONTIGO considers convenient.

e) That prior to the date of signature of the present Contract, CONTIGO has informed and explained to each one of the members of the GROUP, the content of each one of the clauses that integrate it, such as the amount of the partial payments, the form and periodicity to liquidate them, financial charges, accessories, the right that they have to liquidate the operation in advance and the conditions for it, the ordinary interests, the form to calculate them, collection expenses and/or commissions.

f) That the GROUP agrees that when signing jointly 3 (three) of the persons that conform the same (hereinafter the "AUTHORIZED PERSONS"), said "AUTHORIZED PERSONS" will have the representation of the GROUP to attend and respond for the rights and obligations derived from the present contract independently of the joint and several liability of all the members of the GROUP.

g) That, for informative purposes, they were informed about the Total Annual Cost ("TAC") of the Group Credit that is contracted in terms of the present contract.

h) That at the moment of the execution of this Agreement, the amount equivalent to the percentage previously established by CONTIGO of the amount of the Group Credit object of this

agreement has been deposited by the GROUP in the bank account designated by CONTIGO, the above in order to be applied as an advance payment to the last amortization of the credit granted in favor of the GROUP by means of this Agreement or in subsequent credits granted by CONTIGO to the members of the GROUP, in this same sense the GROUP instructs CONTIGO so that in case the deposit is not made by the members of the GROUP the percentage mentioned in the present paragraph is discounted from the amount of the credit.

i) That, prior to the execution of the present agreement, CONTIGO explained to them the treatment that it will give to their personal data by means of the delivery of a Privacy Notice, in terms of the Federal Law of Protection of Personal Data in Possession of the Individuals, where it is indicated, besides the treatment that will be given to their personal data, the rights of access, rectification, cancellation or opposition with which they have and the form how they can make use of them.

j) That they are aware that the Credit may be granted with the support of NACIONAL FINANCIERA, SOCIEDAD NACIONAL DE CRÉDITO, INSTITUCIÓN DE BANCA DE DESARROLLO, exclusively for social development purposes or of the FONDO DE MICROFINANCAMIENTO A MUJERES RURALES.

k) That without prejudice to the provisions of paragraph j) above, the Credit may also be granted with the support or resources of Financiera Nacional de Desarrollo Agropecuario, Rural, Forestal, y Pesquero, LOS FIDEICOMISOS INSTITUIDOS CON RELACIÓN A LA AGRICULTURA (FIRA) and/or any other credit institution or organization.

### **III. THE PERSONS AUTHORIZED BY THE GROUP DECLARE:**

a) That they were selected by the members of the GROUP, and that they voluntarily accepted the representation of the same, for which reason they have full legal capacity to bind themselves under the terms of this Agreement.

b) That they will receive the notifications that CONTIGO addresses to them in person, by telephone or electronically and they are obliged to inform the content of the same to all the members of the GROUP in order to propitiate the good performance of the obligations established in the present contract.

### **IV. ALL THE PARTIES DECLARE:**

a) To recognize each other's legal capacity with which they appear to enter into this Agreement.

b) In the event of intervening jointly in different stipulations of the Contract, they shall be referred to as the "PARTIES".

c) The Contract is entered into: (i) by mutual agreement; (ii) without the existence of any will defect; and, (iii) under the protection of the stipulations established for such purpose.

d) The Application, documentation and other information that the GROUP provided to CONTIGO, are part of the process for the origination, analysis and granting of the Credit subject of this Agreement.

Conformable the PARTIES with the preceding statements, it is their will to contract the obligations derived from the present instrument, according to the following:

## CLAUSES

### CHAPTER I

#### GENERAL PROVISIONS

**FIRST. DEFINITIONS.** - For the purposes of this Agreement, the PARTIES by mutual agreement, recognize the meaning of the following terms, regardless of their use in singular or plural:

**"TAC".** It is the Total Annual Cost of financing expressed in annual percentage terms which, for information and comparison purposes, incorporates all the costs and expenses inherent to the Credit subject of this Agreement.

**"Cover Sheet".** Means the integral document of the Contract in which the Credit Information is generically established, as well as the information determined by the Contract and applicable to it.

**"Late or Untimely Payment Fee".** This refers to the amount generated when the customer makes the requested payment after the payment deadline, but before the next cut-off date. This means that he/she does not make the payment in a timely manner, but a monthly payment is not due, or does not reach the next payment due date.

Fixed amount indicated in the Title Page, which amount is equal to \$100.00 (One Hundred Pesos 00/100 M.N.), per event that must be paid by the GROUP to CONTIGO, immediately together with the amount of the outstanding Partial Payment.

**"Business Day".** Means any day of the week, excluding Saturdays and Sundays, as well as days on which, in accordance with the applicable provisions, the Financial Institutions must close their doors, suspend operations and the rendering of services to the public.

**"Payment Date".** Means the Business Day on which the GROUP shall pay CONTIGO the Partial established in the amortization table. When the Payment Date is on a non-business day, it will be moved to the following business day, without the collection of Commissions or late payment interest.

**"Credit Amount".** Means the amount indicated on the Face Sheet as "Credit Amount", which, pursuant to the Agreement, will be granted to the GROUP by CONTIGO.

**"Total Credit Amount".** Means the addition of the amount of the Ordinary Interest Rate of the Credit, as well as the amount of the VAT of the Ordinary Interest Rate of the Credit, to the Credit Amount. The Total Amount of the Credit shall be the amount that the GROUP must pay to CONTIGO through the established Installments, indicated on the Cover Sheet as "Total Amount to be Paid" and may be updated in case of increases or modifications previously authorized by CONTIGO.

**"VAT of the Ordinary Interest Rate of the Credit".** Means the Value Added Tax that, in accordance with the applicable legal provisions, will be multiplied on the amount of the Ordinary Interest Rate of the Credit. The amount of the VAT of the Ordinary Interest Rate of the Credit will be paid at the

expense of the GROUP through the Installments. The VAT amount of the Ordinary Interest Rate of the Credit is indicated in the amortization table.

**"Advance Payment"**. Means the partial or total payment, which is not yet due, applied to cover periodic payments of the Credit, immediately following.

**"Advance Payment"**. Means the partial or total payment of the Unpaid Balance of the Credit, before the date on which it is due.

**"Partial Payment"**. Means each of the payments to be made by the GROUP to CONTIGO, as established in the amortization table.

**"Amortization Table"**: Means the document that forms an integral part of the Contract, and in which the form of payment of the Credit granted in favor of the GROUP shall be established. The Amortization Table shall be signed in conformity by all the GROUP MEMBERS.

**"Ordinary Interest Rate of the Credit"**. Means the fixed percentage applied to the group loan, which shall be multiplied on the Amount of the Loan and the resulting amount shall be paid by the GROUP to CONTIGO through the Installments. The payment of the Ordinary Interest Rate of the Credit may not be demanded in advance but only for overdue periods, except as provided in the Agreement. The annualized Ordinary Interest Rate of the Credit is established in the Cover Page.

In addition, the PARTIES determine that: (i) the Payment Dates; (ii) the Late or Untimely Payment Fee; (iii) the Credit Amount; (iv) the Total Credit Amount; (v) the VAT of the Ordinary Interest Rate of the Credit; (vi) the Installments and (vii) the Ordinary Interest Rate of the Credit; established in the Cover Page and amortization table respectively, are integral parts of the Credit Information, therefore, applicable and relative to the same.

**SECOND OBJECT** - The purpose of this instrument is to establish the obligations, rights, terms, conditions and characteristics under which CONTIGO will grant the group loan with joint and several obligation to the GROUP. For purposes of the Agreement, the Credit Information is set forth on the Cover Page. The amounts stated on the Cover Sheet are expressed in pesos and local currency.

CONTIGO explained to the GROUP, the Information related to the granting of the Credit and, therefore, the content, scope and effects of the Agreement, which are of the understanding and entire satisfaction of the GROUP.

**THIRD. GRANTING OF THE CREDIT.** - As a consequence of the Agreement and, on the date of its execution, CONTIGO hereby grants a simple group loan with joint and several obligation to the GROUP, up to the amount indicated on the Face of this agreement, such amount may be updated in the event of increases or modifications previously authorized by CONTIGO.

The following annexes are an integral part of this Agreement and are attached hereto in the following order:

**Exhibit A.- Credit Schedule.**

**Annex B.- Credit Application.**

#### **Annex C.- Amortization Table.**

**FOURTH. PURPOSE OF THE CREDIT.** - The PARTIES establish that the Amount of the Credit, object of this Agreement may only be used for the commercial activities of the GROUP (hereinafter, the "Activities"), which must always be lawful products or services.

**FIFTH. CREDIT BUREAU.** - The GROUP, through the Application, authorizes CONTIGO with the purpose of obtaining from any CREDIT INFORMATION SOCIETY the information on their respective credit histories, with respect to the credit operations and others of analogous nature, that integrate them. Therefore, and since the GROUP has read and understood the nature and scope of the information contained in the database of the credit information society, any breach of the GROUP to the payment obligations established in the Agreement, will be registered by CONTIGO in said society, with observation keys established in the corresponding credit reports, which may affect the respective credit histories of the GROUP.

Likewise in this same act the members of the GROUP grant their express consent so that their credit information may be provided by the Credit Information Companies or by CONTIGO or the FND and/or FIRA any institution or credit organization that has intervened in the financing, and that the latter in turn may provide it to any national or international public or private entity that has intervened in the financing or funding of the loan and/or granted any type of support, as well as to the competent authorities that may require it or to the Credit Information Companies themselves, as the case may be.

## **CHAPTER II**

### **AMOUNT OF THE LOAN, DRAWDOWN OF THE LOAN AND PAYMENT OF THE LOAN**

**SIXTH. DRAWDOWN OF THE AMOUNT OF THE CREDIT.** The PARTIES determine that the Credit Amount may be drawn down in one or several drawdowns and for the first drawdown of the Credit Amount, the GROUP hereby instructs, authorizes and empowers CONTIGO, expressly and irrevocably, so that the amount of its first drawdown may be divided in proportional parts, as indicated in the table established for such purpose, the resulting amounts (hereinafter, in singular or plural, the "Proportional Amounts of the Credit"), to be delivered to each one of the members of the GROUP, by means of any of the following instruments of disposition of the economic resources (hereinafter, the "Instruments of Disposition"), which are recognized and used by any credit institution (hereinafter, the "Bank"): (i) automated payment dispersions; (ii) debit cards; and, (iii) any other instrument that is authorized by CONTIGO and admitted by the Bank; in its different branches, as appreciated below:

Nombre del equipo					
No.	Names of the members of the “GROUP”	Total amount granted		Total Principal and Interest Payable (VAT Included)	Destination of the loan
		Partial loan amounts			
		Delivery method	Import (M.N.)		
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

By virtue of the foregoing, CONTIGO hereby delivers to the members of the GROUP, the numbers, folios, payment orders or instructions related to the Instruments of Disposition (hereinafter, the "References"), who by means of this Agreement accept and acknowledge their receipt, to their entire satisfaction, the GROUP, within 3 (three) business days immediately following the date of execution of this instrument, shall appear at any branch of the Bank (i) cash over the counter and/or (ii) electronic transfer, previously selected by it, with the References, for the collection of the Disposition Instruments.

Therefore, the PARTIES determine that: (i) the collection of the Drawdown Instruments by the members of the GROUP, shall be considered as the drawdown of the proportional Amounts of the Credit and, consequently, of its receipt; (ii) the drawdown of the proportional Amounts of the Credit shall be considered as the delivery of the economic resources of the credit granted in charge of CONTIGO in favor of the GROUP. (iii) Consequently, the Credit Amount shall be deemed to be received, to the entire satisfaction of the members of the GROUP, and the drawdown shall be considered as compliance by CONTIGO with the obligations that, at its expense and in favor of the GROUP, derive from this Agreement.

Once the amount of the Credit has been drawn down, the members of the GROUP shall be obliged to pay CONTIGO, through the Installments established for such purpose, the Total Amount of the Credit. The GROUP shall be responsible for the misuse of any amount received by virtue of this Agreement.

The GROUP, in this act, subscribes at its own expense and in favor of CONTIGO, a promissory note (hereinafter, the "Promissory Note"), for the amount that amounts to the Total of the Credit and, which, in turn, documents the disposition made by the GROUP on the total amount of the Credit indicated in this instrument. In this respect, the Credit shall be granted for all legal purposes.

**SEVENTH. OMISSION IN THE DISPOSITION OF THE PARTIAL AMOUNTS OF THE CREDIT.** In the event that any of the members of GRUPO omits, within the term referred to in the immediately preceding CLAUSE, the collection of the Drawdown Instruments and, therefore, the drawdown of the Partial Amounts of the Credit (hereinafter, the "Defaulting Borrowers"), CONTIGO shall adjust the Amount of the Credit and the Total Amount of the Credit granted, as indicated on the Cover Page, by deducting the Proportional Amounts of the undrawn Credit from the Amount of the Credit and the Total Amount of the Credit. Therefore, the amounts of: (i) the Promissory Note; (ii) the Ordinary Interest Rate of the Credit indicated on the Cover Sheet; (iii) the Installments indicated in the amortization table; (iv) the VAT of the Ordinary Interest Rate of the Group Credit; and, (v) the amount of the percentage previously established by CONTIGO referred to in CLAUSE ELEVENTH below; shall be adjusted in accordance with the Amount of the Credit and the Total Amount of the Credit resulting from the adjustment and, consequently, the members of the GROUP that collect the Drawdown Instruments shall be obliged, as appropriate and in accordance with the terms of the Agreement, to pay and deliver, at their own expense and in favor of CONTIGO, the amounts that, with respect to the Promissory Note, the Ordinary Interest Rate of the Credit, the Installments, the VAT of the Ordinary Interest Rate of the Group Credit and the amount of the percentage previously established by CONTIGO referred to in CLAUSE ELEVENTH below, resulting from the adjustment (hereinafter, and collectively, the "Adjusted Amounts").

The Adjusted Amounts will be notified by CONTIGO to the members of the GROUP that collect the Disposition Instruments, through the Representative referred to in CLAUSE SIXTEENTH below, and at the common domicile of the GROUP, within the 4 (four) business days immediately following the end of the term of 3 (three) business days referred to in CLAUSE FIFTH above, so that the members that collect the Disposition Instruments, make, at their own expense and in favor of CONTIGO and, as applicable, the payment and delivery of the Adjusted Amounts, according to the terms of the Agreement, the Total Annual Cost (TAC), the Amount of the Credit, the Total Amount of the Credit, the amount of the Ordinary Interest Rate of the Credit to be paid in each Partial Payment and the amount of the VAT of the Ordinary Interest Rate of the Credit to be paid in each Partial Payment, resulting from the adjustment (hereinafter and, as a whole, the "Adjusted Information"). As a consequence of the foregoing, the Agreement, the Cover Page and the Promissory Note shall be deemed modified, as applicable, in the terms of the Adjusted Amounts and the Adjusted Information.

The Borrowers that omit the disposition of the Partial Amounts of the Credit (hereinafter, the "Omitted Borrowers"), shall not be a party to the Agreement and, consequently, shall not be bound to its compliance. Therefore, CONTIGO shall deliver to the Defaulting Borrowers the proportional amounts that they made to integrate the advance payment of the last amortization referred to in CLAUSE ELEVENTH below, as well as, if applicable, those paid for the premiums for the acquisition of the insurance policy referred to in CLAUSE TWENTY-SECOND of the Contract, within 30 (thirty) business days immediately following the termination of the 3 (three) business day term referred to in CLAUSE FIFTH above.

**EIGHTH. PAYMENTS AND MEANS OF PAYMENT.** - The payment of the Group Credit shall be made on a weekly basis, the payment deadline is indicated in the amortization table of this contract or, if applicable, THE GROUP MEMBERS may contact CONTIGO's customer service center at the telephone number 800 83 787 60 requesting information about their credit.



The Partial Payments, as well as: (i) the amounts of the Commission for late or untimely payment; (ii) collection expenses; and, (iii) any other amount owed by the GROUP to CONTIGO pursuant to the Agreement; shall be paid by: (1) deposit to the bank account indicated by CONTIGO, at any of the named credit institutions (hereinafter, the "Receiving Bank") or (2) collection at any of the establishments, stores or branches of the companies to which CONTIGO is affiliated, through the payment receipt slips on which the respective bar codes shall be established.

In the event that any of the Payment Dates derived from the contract is a non-business day, the payment date will be moved to the following business day, without the collection of Commissions or late payment interest, as established in article 11, section IV, of the General Transparency Provisions applicable to Multiple Purpose Financial Companies, Non-Regulated Entities.

The Total Amount of the Credit will be paid by the GROUP and in favor of CONTIGO, through the Partial Payments and on the respective Payment Dates. Therefore, the amounts of: (i) the Ordinary Interest Rate of the Credit to be paid in each Partial; (ii) the VAT of the Ordinary Interest Rate of the Credit to be paid in each Partial; and, (iii) each Partial; are indicated together with the Payment Dates.

In the event that the GROUP MEMBERS opt for direct debit as a means of payment of the credit, they must sign the corresponding annex attached hereto and undertake to maintain sufficient resources in their deposit account, indicated in the corresponding annex, so that the corresponding charges may be applied.

The GROUP MEMBERS may at any time terminate the direct debit service by means of a form that CONTIGO has implemented for such purposes; the service shall be cancelled 3 (three) business days after receipt of the cancellation request.

**NINTH. APPLICATION OF PAYMENTS.** - Any payment that, in terms of the Agreement, is made by the GROUP, will be applied by CONTIGO, to cover, first and to the extent it reaches, the unpaid balance of the amount of the Late Payment Fee in question, in case it exists, next and to the extent it reaches, the unpaid balance of the amount of the Ordinary Interest Rate in question, and finally and to the extent it reaches, the unpaid balance of the amount of the Partial Payments in question.

**TENTH. PREPAYMENT AND ADVANCE PAYMENT.** The GROUP may request the application of Advance Payments and/or Prepayments, in accordance with the following:

**Advance Payment:** The GROUP may also make advance payments, without any premium or penalty, if it complies with the following assumptions: i) its debt is less than 900, 000 UDIS; ii) it is current in the payments due according to this agreement; iii) the amount of the payment will be equal or greater than the payment due in the corresponding period, such advance payments do not exempt the GROUP from timely covering the following agreed payments, nor reduce the amount of the same.

CONTIGO shall: i) prior to the application of the Advance Payments, inform the outstanding balance of the Credit to the GROUP; and, ii) after the application of the Advance Payments, deliver proof of payment, consisting of the account statement where the operation is reflected, as well as the corresponding amortization table either in writing sent to its address; in person at the branch

of its preference; or to the e-mail address that the GROUP MEMBERS have indicated in the credit application.

CONTIGO will apply the prepayment exclusively to the unpaid balance of the principal.

In the event that the members of the group wish to prepay the loan in full, they must request at any branch office, the amount updated on the date they wish to make the prepayment and request a voucher or document that supports the payment made. Once the total payment of the unpaid balance of the credit is made, CONTIGO will make available to the GROUP a document, statement of account, settlement letter that certifies the end of the contractual relationship and the non-existence of debts between the parties, within 10 (ten) business days after the payment of the debts has been made or on the following cut-off date.

**Advance Payment:** The GROUP may make them upon request to CONTIGO and will be possible provided that the GROUP complies with the following: i) it is current in the compliance of all the obligations derived from the Contract; ii) the amount of the Advance Payment is for an amount greater than the payment of the Installment to be made in the corresponding period, in which case, CONTIGO must obtain from the GROUP a writing with a handwritten signature that includes the following legend: "The user authorizes that the resources delivered in excess of its enforceable obligations, not be applied for the prepayment of the principal, but be used to cover in advance the immediate following Partial Payments of the Credit":

When a payment not yet due is received for the period or lower amounts, the writing mentioned in the preceding paragraph will not be necessary.

For each advance payment CONTIGO shall deliver a document or proof of such payment.

**ELEVENTH. LAST AMORTIZATION.** - On the date of execution of the Agreement, the GROUP deposits in the bank account indicated by CONTIGO opened in the banking institution (Receiving Bank), or in stores and branches of the companies to which it is affiliated (banking correspondents), the amount equivalent to the percentage previously established by CONTIGO of the Amount of the Credit, in case the deposit is not made by the members of the GROUP in this same act, the GROUP instructs CONTIGO so that the percentage mentioned in this paragraph is discounted from the amount of the loan and as long as the GROUP is up to date in its payments, such amount shall be applied in favor of the GROUP in the Last Amortization of its loan granted by means of this Agreement or in subsequent loans granted by CONTIGO to the members of the GROUP.

Likewise, the PARTIES determine that the amount equivalent to the percentage indicated in the immediately preceding paragraph shall be used to cover in favor of CONTIGO, if applicable, the payment of: (i) the unpaid balance for principal, as well as for accessories of the Credit; (ii) any other amount that the GROUP owes to CONTIGO pursuant to the Agreement; (iii) the expenses and costs caused by the judicial proceeding that is instituted by CONTIGO against the GROUP, to require the compliance of the obligations that, in terms of the Agreement, are contracted at its expense; and, (iv) the other benefits that result in charge of the GROUP that are derived from the present instrument. The foregoing in the understanding that said amount shall in no way generate, in favor of the GROUP, any interest, yield or profit whatsoever.

### CHAPTER III

#### INTEREST, COMMISSION AND INSURANCE OF THE LOAN

**TWELFTH. INTEREST ON THE LOAN AND COMMISSIONS.** - The PARTIES agree that the capital given in credit, shall cause an ordinary interest from the date of signature of the Contract, for the simple course of time of the Credit granted to the GROUP, at an Ordinary Interest Rate expressed in simple and fixed annual terms of \_\_\_\_ %. Therefore, THE GROUP MEMBERS are obliged to pay to CONTIGO, the ordinary interest on the principal amount of the Credit. The amount of the ordinary interests shall cause the Value Added Tax (VAT) and this shall be paid together with the payment of such ordinary interests, in the form and terms agreed according to the Amortization Table attached to the Contract on a weekly basis.

The cut-off date for interest shall be the maturity date of each amortization agreed in accordance with the current Amortization Table.

The Ordinary Interest shall be calculated at the rate of an Ordinary Interest Rate expressed in simple and fixed annual terms of the percentage mentioned in the first paragraph of this Clause, which is also indicated on the Face and Amortization Table that are an integral part of the Contract, which shall be divided by 360 (three hundred and sixty) calendar days to obtain the applicable ordinary daily interest rate, and the result thus obtained shall be raised to the number of days actually elapsed during each payment (amortization) period that occurs, and the latter in turn shall be charged on unpaid balances.

**Late or untimely payment fee:** When a payment is received after the payment due date, as established in the amortization table, a late or untimely payment fee will be charged in the amount of \$100.00 (one hundred pesos 00/100 M.N.) including VAT. This means that, if the GROUP does not comply with the payment on the established date in a timely manner and as long as the GROUP does not comply with the established dates of subsequent payments, said commission will be charged for each overdue amortization.

In the event that CONTIGO charges a late payment interest under the premise that the GROUP MEMBERS fail to comply with their payment obligation, the late payment fee shall be waived and a fixed annual late payment rate of \_\_\_\_ % shall be applied. The amount of the Default Interest generated shall cause the Value Added Tax (VAT) and which shall be paid in benefit of CONTIGO from the day following the due date until the non-compliance by THE GROUP MEMBERS subsists.

The default interest will be calculated dividing by 360 (three hundred and sixty) the Default Interest Rate established in the previous paragraph, and multiplying the result by the unpaid amount, the result will be the daily amount of default interest payable by the GROUP, which it is obliged to pay considering from the day in which the payment should have been made and until the day in which it is paid, together with the ordinary interest.

The fee for non-payment or late payment shall not be charged when late interest is charged during the same period.

CONTIGO may not modify the interest rates, except in case of restructuring with the express consent of the members of the group.

**THIRTEENTH. INDIVIDUAL CREDIT INSURANCE.** The GROUP may optionally instruct and authorize CONTIGO so that, in the name and on behalf of the GROUP, CONTIGO contracts an individual insurance policy with the respective Insurance Company, in favor of the Beneficiaries, with the purpose of covering the following risks: i) Life insurance: (ii) First positive diagnosis of gender cancer; (iii) Daily income for hospitalization due to illness and/or accident; (iv) Coverage of debit balance; (v) Telephone medical orientation and/or (vi) Complete funeral assistance, established in the Policy and the general conditions of the corresponding optional insurance, with respect to each of the members of the GROUP (the "Optional Insurance") by means of any of the following options:

(i) Optional Insurance by single payment. On the date of execution of this Contract, the Premium for the Optional Insurance shall be paid by each of the members of the GROUP who have so requested, in its entirety, by means of payment at the Receiving Bank, or payment made at any of the establishments, stores or branches (banking correspondents) through which CONTIGO has agreements to make use of such correspondent services.

(ii) Optional Insurance with partial payments. On the respective payment dates, consecutively and uninterruptedly, the members of the GROUP that have so requested shall pay to CONTIGO the Premium of the Optional Insurance, in the form indicated in the corresponding Policy, by means of payment in the Receiving Bank, or collection in any of the establishments, stores or branches of the companies to which CONTIGO is affiliated. The members of the GROUP shall be obliged to prove, at any time, to CONTIGO, the payments that are made, by means of any Means of Proof of Payment.

(iii) Optional Insurance with Initial Payment and Partial Payments. On the date of execution of this Contract, the members of the GROUP that have requested it shall pay to CONTIGO, the initial amount on account of the Premium of the Optional Insurance for the amount established in the corresponding Policy, by means of payment in the Receiving Bank, or collection in any of the establishments, stores or branches of the companies to which CONTIGO is affiliated. Subsequently, on the payment dates, in a consecutive and uninterrupted manner, the members of the GROUP shall deliver to CONTIGO the remainder of the Optional Insurance Premium in the manner indicated in the corresponding Policy, by means of payment at the Receiving Bank, or payment made at any of the establishments, stores or branches (banking correspondents) through which CONTIGO has agreements to make use of such correspondent services.

The Optional Insurance Premium is not an integral part of the Credit and therefore of the Total Amount to be Paid and/or Total Additional Amount to be Paid, if applicable. The term, coverages, exclusions, conditions and terms related and applicable to the Optional Insurance shall be governed by the policy, the individual certificates, as well as by the general conditions of the Optional Insurance.

The term of the Optional Insurance shall commence no later than the date of disposition of the Partial Amount of the corresponding Credit.

The PARTIES agree that CONTIGO shall be the first irrevocable beneficiary and, therefore, in the event of the death of any of the members of the GROUP (hereinafter, the "Deceased Member"), the insured amount of the Individual Death Coverage shall be delivered by the Insurance Company in favor of CONTIGO, to pay, to the extent of the outstanding balance, as of the date of death of the GROUP member, of: (i) the Partial Credit Amount; (ii) the Ordinary Credit Interest Rate corresponding to the outstanding balance of the Partial Credit Amount; (iii) the VAT of the Ordinary Credit Interest Rate corresponding to the outstanding balance of the Ordinary Credit Interest Rate corresponding to the outstanding balance of the Partial Credit Amount; and, (iv) any other amounts owed by the Deceased Member to CONTIGO under the Agreement. The remainder, if any, shall be delivered by the Insurance Company to the beneficiaries designated by the Deceased Member in the individual certificate. The surviving GROUP Members shall continue to be obligated, to the extent applicable, to comply with the Contract.

CONTIGO explained to the GROUP the coverages, exclusions and scope of the Optional Insurance referred to in this clause of the Contract.

(iv) The GROUP MEMBERS shall have the undeniable right to contract on their own account a life insurance that covers all the obligations contracted in the present Contract, in the respective policy CONTIGO shall be designated as preferred and irrevocable beneficiary. And it is committed to maintain in force and/or to renew the insurance, during the permanence of the credit. In this sense the GROUP MEMBERS shall deliver to CONTIGO the original of the policy, the documentation that is issued, duly signed, having to be in possession of this one while there are unpaid debts.

## **CHAPTER IV**

### **JOINT AND SEVERAL OBLIGATION, OBLIGATIONS OF THE GROUP, EFFECTS OF THE CONTRACT.**

**FOURTEENTH. JOINT AND SEVERAL OBLIGATION.** - Each one of the members of the GROUP constitutes a personal and joint and several obligation with respect to the obligations assumed by the other members, expressly stating that its obligation shall not cease until CONTIGO has received the totality of the amounts of the members of the GROUP that, as a whole, it is obliged to pay. By virtue of the foregoing, the members of the GROUP hereby jointly and severally and personally undertake to pay CONTIGO the total amount of the Credit and the ordinary interest indicated in this Agreement, as well as the late payment interest, collection expenses and/or commissions, if any.

**FIFTEENTH. OBLIGATIONS OF THE GROUP.** - The members of the GROUP, in their capacity as members of the GROUP, are obligated to comply with the following guidelines:

1. The GROUP shall meet in accordance with the periodicity indicated by CONTIGO.
2. The AUTHORIZED PERSONS of the GROUP shall have the obligation to control and collect the payments of all the members, which shall be registered and deposited as payment on their behalf

to CONTIGO in accordance with the provisions of CLAUSE SEVENTH of this Agreement. In the event that any of the members of the GROUP is late, the other members shall cover such shortfall in order to make the corresponding payment to CONTIGO under the terms agreed upon in CLAUSE TWELFTH.

3. The AUTHORIZED PERSONS of the GROUP shall deliver the deposit slip to the representative of CONTIGO and show said receipt to the GROUP at the next meeting, in the understanding that said representative of CONTIGO is prohibited from receiving cash and may only receive the respective receipt of payment.

4. The members of the GROUP hereby authorize CONTIGO to review, when it deems it pertinent, the investments made, its administration and accounting systems; in the event that these exist; to request all the reports and related documents that it considers necessary and to make all the observations that it considers appropriate.

5. The members of the GROUP agree to provide at any time, during the term of the Credit, the information required by CONTIGO and, if applicable, to grant facilities for the audit, supervision, evaluation of their activities, access to accounting information, data, records and documents related to the application of the credit received, as well as to allow access to their offices to internal or external personnel of FND, to CONTIGO's personnel, and to CONTIGO's personnel, Controlling Entities (Internal Control Organ, Ministry of Public Administration, Federal Superior Audit Office, National Banking and Securities Commission (CNBV), Ministry of Finance and Public Credit (SHCP) and External Auditors), as well as FIRA and/or the Ministry of Agriculture and Rural Development (SADER) and/or the representatives of any financial intermediary or international or national organization that has intervened in the financing or funding of the Credit Line or to whom they may designate.

6.- To conserve and maintain in efficient service conditions its machinery, equipment and in general, the other production elements that generate the source of payment of the Credit.

7.- The members of the GROUP hereby authorize CONTIGO to provide FND with all the information it may require with respect to the credits discounted with FND's resources.

8.- To comply with each and every one of the obligations contracted in the present instrument.

**SIXTEENTH. EXERCISE OF THE AUTHORIZED PERSONS OF THE GROUP.** - The GROUP, through the present Contract, instructs, authorizes and empowers the AUTHORIZED PERSONS that were previously designated before CONTIGO, in an express and irrevocable manner, so that once the Credit is paid in its terms, request and deliver in favor of the AUTHORIZED PERSONS the Promissory Note that was signed at the moment of the execution of the present instrument. For such purpose, the AUTHORIZED PERSONS shall request to CONTIGO the delivery of the Promissory Note. The request of reference shall be made in writing and at the domicile of the branch where the credit was granted.

**SEVENTEENTH. EFFECTS OF THE FULFILLMENT OF THE CONTRACT.** - In the event that the Credit is paid in accordance with the terms of the Contract, it shall be terminated. Also, in accordance with the provisions of PROVISION EIGHTEEN below, within 30 (thirty) Business Days following the next business day on which the credit is paid off, as established in the amortization table, the statement of account will be published indicating: (a) the termination of the contractual relationship; (b) the cancellation and therefore extinction of the rights and obligations derived from the Contract; and, (c) the non-existence of debts between the PARTIES.

## **CHAPTER V**

### **TERM, MODIFICATIONS AND FORMS OF TERMINATION OF THE CONTRACT.**

**EIGHTEENTH. TERM.** - The term of the group loan is 16 (sixteen) weeks, it shall begin as of the date of execution of this Agreement and shall end on the date of payment of the last Partial, and may be extended until the obligations that, in terms of the Agreement, the GROUP has contracted are not fully complied with. The liability of the GROUP shall terminate once the obligations that by virtue of the present contract have been contracted are concluded.

The GROUP shall have a term of 10 (ten) business days counted from the day following the date of signature of this agreement, to request the cancellation of the same without any commission, penalty or liability for them, provided that they have not totally or partially drawn down the loan object of the same.

**NINETEENTH. RESCISSION AND TERMINATION OF THE AGREEMENT.** - In the event of any of the events set forth in the following paragraphs, CONTIGO shall terminate the Agreement in advance and, therefore, the GROUP shall pay in favor of CONTIGO: (i) the unpaid balance of principal and accessories of the Credit; and, (ii) any other amount owed by the GROUP to CONTIGO under the Agreement.

The following shall be causes for early maturity of the agreement:

- a) The Credit is not paid in accordance with the terms of the Contract.
- b) The failure of the GROUP to pay, on the Payment Dates, any of the installments, as well as any other amount that the GROUP owes to CONTIGO under this Agreement. Non-payment shall be considered as non-compliance as of the second installment not covered in succession, as established in the amortization table.
- c) That the information or documentation that should be informed or delivered by the GROUP to CONTIGO turns out to be false.
- d) The failure of the GROUP to comply with any obligation that, in terms of the Contract, is established as its responsibility.
- e) The amount of the Credit is destined to an activity different from the Activities or to illicit activities.

**TWENTYETH. NOTIFICATIONS AND MODIFICATION OF THE AGREEMENT.** - The PARTIES indicate as their domiciles for the purposes of extrajudicial or judicial notifications related to the Contract, those set forth respectively in the Credit Applications.

However, the PARTIES may change or indicate any other address in the future, by notifying the other party at least ten (10) business days in advance, in the understanding that, if such notice of change is not provided, each and every one of the notifications made to the party in question, at the address now indicated, shall be deemed to have been legally executed.

The extrajudicial notifications to be made by the PARTIES shall be in writing, addressed to the counterparty, by means of personal delivery with acknowledgement of receipt at the respective domicile. They shall be effective as of the date on which they are delivered by CONTIGO and received by the party to whom they have been addressed.

Without prejudice to the provisions of the first and third paragraphs of this CLAUSE, the extrajudicial notifications that are related to the requirement of the payment(s) of the Credit to the GROUP, may be made by CONTIGO, at any address of the members of the GROUP that is known to CONTIGO, in writing and delivered personally, without acknowledgement of receipt.

**MODIFICATION TO THE AGREEMENT:** For any modification related to the Agreement, CONTIGO shall give notice to the members of the group, 30 (thirty) calendar days prior to the day on which the modification in question becomes effective, through the respective Account Statement, on its web page [www.fcontigo.com](http://www.fcontigo.com) or directly at CONTIGO's branches; in the event that the members of the group do not agree with the modification proposed by CONTIGO, the members of the group may request the termination of the Contract within 30 (thirty) days after such notice, without any liability on their part, and must pay the unpaid balance of the principal owed to CONTIGO and the interest of the installment that runs according to the Contract. For such effect, the members of the group must present the termination request in writing with autographic signature to CONTIGO, whose location data are established in the second paragraph of CLAUSE EIGHTEENTH of the Contract, the members of the group will be informed, on the Business Day following its receipt, of the outstanding balance to be paid and must make such payment within the term of 30 (thirty) calendar days thereafter; if within such term the members of the group do not make the payment, the Contract shall continue in force and the notified modification shall be deemed to have been accepted.

**TWENTY-FIRST. EARLY TERMINATION OF THE CONTRACT.** - The AUTHORIZED PERSONS OF THE GROUP may request to CONTIGO, at any time, the early termination of the Contract, for which the members of the GROUP shall request to CONTIGO in writing with autographed signature, to the corresponding branch office or to the central offices located at Carretera México-Toluca 2430, Piso 4, Colonia Lomas de Bezares, Alcaldía Miguel Hidalgo, Mexico City, C.P.11910, accompanied by a copy of a valid official identification of each of the members of the GROUP, so that CONTIGO can validate the identity of the members.

Once the application is received, CONTIGO will acknowledge receipt and assign a folio number to the application of the users or the PERSONS AUTHORIZED BY THE GROUP, likewise the identity of the applicant(s) will be validated by telephone or in person; once this is done, CONTIGO will consider the group credit and any operation related to the same cancelled, without additional



charges from the moment the cancellation is made, except those already generated, but not reflected.

CONTIGO shall not charge any commission or penalty for the termination of this Agreement.

CONTIGO, no later than the business day following receipt of such request, may: 1) terminate the Contract, if there are no pending installments to be paid in accordance with the agreement; 2) make the corresponding calculation of the amount to be settled in advance, which shall include the value of the commissions if applicable, ordinary interest on outstanding unpaid balances. These shall be paid in a single installment, and the GROUP shall be notified within a maximum period of 5 (five) Business Days following the date of the request for early termination, at the chosen branch, by telephone, domicile or any other means chosen by the GROUP; therefore, once the GROUP makes the total payment of its agreed amortizations, the Contract shall be terminated in advance, otherwise it shall continue in force under the same terms.

In the event that the GROUP has a surplus with respect to the amounts paid on the date of termination of the Contract or in the request for Early Termination of the Contract and has no outstanding debts, the amount will be reimbursed on the next business day on which the Contract is terminated at the branch where the loan was granted.

If the GROUP does not request the return of the excess at the branch, CONTIGO will communicate by telephone or in person with the AUTHORIZED PERSONS of the GROUP within 10 (ten) business days following the day CONTIGO receives the total payment of the credit, informing the GROUP that the excess of the amount paid is at its disposal.

CONTIGO will deliver and make available to the members of the GROUP the statement of account that terminates the contractual relationship, and the non-existence of debts within 10 (ten) business days after having made the payment or on the following cut-off date.

Consequently, CONTIGO shall report to the Credit Information Companies that the account is closed or without any debts within the term established by the Law to Regulate Credit Information Companies, with respect to the term to inform the SIC that the account is closed and without debts is 5 (five) business days.

**TWENTY-SECOND. TERMINATION THROUGH ANOTHER FINANCIAL INSTITUTION.** - The GROUP may agree in writing the termination of the Agreement, through another Financial Entity called "receiver", so that the latter opens an account in the name of the GROUP MEMBER(S) and communicates to CONTIGO its commitment with the veracity and legitimacy of the termination instruction by the GROUP MEMBER(S). In these cases CONTIGO will provide the "receiving" institution with the information regarding the balance and that which is necessary for the termination of the operation requested by the GROUP MEMBER(S). The above with the purpose that the "receiving" institution proceeds to liquidate the debt of the GROUP MEMBER(S), becoming a creditor of the same for the corresponding amount, and will carry out the respective procedures, under its responsibility and without charging any commission for such actions.

## **CHAPTER VI**

### **ACCOUNT STATEMENTS, SPECIALIZED USER SERVICE UNIT AND DATA PROTECTION.**

**TWENTY-THIRD. ACCOUNT STATEMENTS.** - The members of the GROUP may request at any time the account statement to their domicile, e-mail address that the members have indicated in the credit application, or it will be made available at the branch where the credit was disbursed, on a monthly basis and, at no cost, within 10 (ten) Business Days following the cut-off date of the monthly period in question, provided that the means of delivery has been so agreed.

For any modification in the mode of delivery of the Account Statements CONTIGO must have the consent of the members of the GROUP. And at any time they may request the delivery of the account statement at their domicile.

The GROUP will be able to consult its balance and the movements of its credit through the Call Center at 800 83 787 60, previous accreditation of the GROUP member providing: i) its client number; ii) credit number; or iii) going to the branch where the disbursement of the credit was made, with a valid official identification, from 8:00 to 17:00 hours.

In the event that the GROUP does not agree with any of the movements appearing in the account statement, the GROUP will have a period of 90 (ninety) calendar days, counted from the date of publication of the respective account statement, to formulate, in writing and through the PERSONS AUTHORIZED by the GROUP, any clarification, disagreement, claim or complaint with respect to the information contained therein, any clarification, disagreement, claim or complaint regarding the information contained therein, the respective request may be submitted to the branch where the account is located or to the Specialized Unit of Attention to Users (UNE) of CONTIGO, whose location and contact information is set forth in the following paragraph. Otherwise, it will be understood that such information is accepted in the terms in which it is published.

Likewise, the same term shall be available for any clarification, disagreement, claim or complaint related to the Credit. Said term shall be counted as of the date on which the GROUP has and makes CONTIGO aware of the act or omission that has motivated it, to formulate in writing any clarification, disagreement, claim or complaint, through any of the AUTHORIZED PERSONS, before the Head of the Specialized Unit of Attention to Users (UNE) of CONTIGO (hereinafter, the "Holder"), located at Carretera México-Toluca number 2430, 4th Floor, Colonia Lomas de Bezares, Alcaldía Miguel Hidalgo, Ciudad de México, C. P.11910, telephones (55) 41-60-21-00 or 800 8378760 (toll free), during business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, or by e-mail to [une@fcontigo.com](mailto:une@fcontigo.com), CONTIGO shall be obliged to acknowledge receipt of such request by providing a folio number for its prompt reference.

Once CONTIGO receives any clarification formulated by the GROUP in accordance with the provisions of the preceding paragraphs of this CLAUSE, it shall have a term of up to 45 (forty-five) days to deliver to the GROUP (through the "AUTHORIZED PERSONS"), the corresponding opinion, together with the information and/or documentation considered for its issuance, as well as a detailed report in which the facts contained in the request for clarification are answered. In the event that according to said opinion the collection of the amount in question is appropriate, the GROUP shall make the payment of the amount payable, including the ordinary interest and excluding the Default Interest Rate.

Within 45 (forty-five) calendar days from the date of delivery of the opinion of reference, CONTIGO will make available to the GROUP, through its Specialized Unit of Attention to Users (UNE), the file generated by the request, with the integration of the information and documentation that must be in its possession and that is directly related to the request. Until such time as the request for clarification is resolved, CONTIGO may not report as overdue the amounts subject to such clarification to the CREDIT INFORMATION SOCIETIES.

The foregoing without prejudice to the right of the members of the GROUP to go before CONDUSEF or before the corresponding jurisdictional authority in accordance with the applicable legal provisions.

**TWENTY FOURTH. SPECIALIZED USER SERVICE UNIT (UNE):** For any consultation, claim or clarification related to the Credit, the GROUP may make it in writing and through the AUTHORIZED PERSONS: (i) to the Holder; or (ii) to the customer service area, located at Carretera México-Toluca number 2430, 4th Floor, Colonia Lomas de Bezares, Alcaldía Miguel Hidalgo, México City, C. P. 11910, telephones 55 41-60-21-00 or 800 8378760 during business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, or through the Internet address [www.fcontigo.com](http://www.fcontigo.com) and e-mail [une@fcontigo.com](mailto:une@fcontigo.com);

**Attention CONDUSEF.**

The GROUP is informed that the telephone number of the NATIONAL COMMISSION FOR THE PROTECTION AND DEFENSE OF THE USERS OF FINANCIAL SERVICES (CONDUSEF) for the attention of users is: 53-40-09-99 or 800-999-8080, Internet address: [www.condusef.gob.mx](http://www.condusef.gob.mx), and e-mail: [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx).

**TWENTY-FIFTH. PROTECTION OF PERSONAL DATA.** - In accordance with the Federal Law of Protection of Personal Data in Possession of the Individuals, CONTIGO, prior to the execution of the present contract, requested personal data to the members of the GROUP, with the purpose of identifying them and to be able to execute the present credit contract, to inform them about the status of the same, to assign or sell the same, to make payment requirements.

CONTIGO will protect and maintain the personal data of the members of the GROUP for the time reasonably necessary, taking into account the applicable legal provisions and will only share and/or transfer such information with other entity(ies), when the members of the GROUP contract another product and/or service from or through CONTIGO, or for the assignment and/or sale of this contract, or when required by law.

The members of the GROUP may exercise at any time before CONTIGO, their rights of access, rectification, cancellation or opposition in the treatment of their personal data, in case it is legally appropriate, according to the guidelines and requirements established by the Federal Law of Protection of Personal Data in Possession of Individuals. In this regard, interested persons may go to the nearest branch of CONTIGO, in order to make their request with the support of the staff that is in the same, or if necessary, they should send their request via email to [datospersonales@fcontigo.com](mailto:datospersonales@fcontigo.com) or call 800 837 8760.

Finally, CONTIGO makes available to the GROUP the Privacy Notice which can be consulted through its web site [www.fcontigo.com](http://www.fcontigo.com) and any change and/or total or partial modification to the

Privacy Notice will be made known through the mentioned web page and/or directly in the Branches of CONTIGO.

**TWENTY-SIXTH. ENFORCEABLE TITLE.** - The Agreement and the account statement certified by CONTIGO's accountant shall be enforceable title, without the need of signature acknowledgement or any other requirement, in accordance with the provisions of Articles 87-E and 87-F of the General Law of Credit Organizations and Auxiliary Activities.

**TWENTY-SEVENTH. TAXES.** - All taxes, contributions and duties to be paid in connection with the execution and performance of the Agreement shall be paid by the party obligated to do so, in accordance with the applicable tax provisions.

**TWENTY-EIGHTH. TRANSFER.** - The PARTIES may not transfer any right or obligation which, under the terms of the Contract, is in favor or in charge of any of them without the prior written approval of the other party, except as indicated in the immediately following paragraph; therefore, any transfer in terms other than those provided herein shall be null and void and shall not be recognized by the party in question.

In terms of the provisions of Article 299 of the General Law of Credit Instruments and Operations, the members of the GROUP authorize CONTIGO to endorse, assign, transfer, discount, transfer, negotiate, affect and/or encumber, at any time and, without prior authorization of the GROUP, respectively, any right that, in terms of the Agreement, The members of the GROUP hereby declare their willingness to recognize to those who are transferred the aforementioned rights or endorsees or assignees, the same rights that correspond to CONTIGO. Likewise, any successor of CONTIGO may carry out the provisions of this paragraph, in accordance with the same.

**TWENTIETH NINTH. APPLICABLE LAWS.** - The Agreement is governed by the provisions of its CLAUSES, in its absence or supplementary, by the provisions contained in and applicable to the General Law of Credit Instruments and Operations, the General Law of Credit Organizations and Auxiliary Activities, the Law for the Transparency and Regulation of Financial Services, the general PROVISIONS on transparency applicable to Multiple Purpose Financial Companies, Unregulated Entities, the Code of Commerce, as well as the Federal Civil Code.

The members of the GROUP may consult the Legal Provisions applicable to this Agreement in the Registry of Adhesion Contracts RECA by consulting the following address [https://phpapps.condusef.gob.mx/reca/\\_index.php](https://phpapps.condusef.gob.mx/reca/_index.php), in the corresponding annex, through its website [www.fcontigo.com](http://www.fcontigo.com), or request them at the branch where the loan was granted.

**THIRTEETH. SUBHEADINGS.** - The subtitles in the CLAUSES of the Contract are exclusively for the convenience of the PARTIES, for easier reference and reading, and therefore shall not govern the interpretation of the Contract.

**THIRTY-FIRST. COMPETENT COURTS.** - For the interpretation and performance of the Contract, the PARTIES expressly submit themselves to the jurisdiction of the competent courts of the city or municipality chosen by the plaintiff; consequently, they waive any other jurisdiction that by reason

of their domicile or any other cause may correspond or may correspond to them, either in the present or in the future.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, AND HAVING BEEN INFORMED OF ITS CONTENTS, SCOPE, LEGAL AND ECONOMIC CONSEQUENCES, THE PARTIES HERETO SIGN IT IN DUPLICATE IN CONFORMITY, ON THE \_\_\_\_ DAY OF THE MONTH OF \_\_\_\_\_ OF THE YEAR \_\_\_\_\_ IN THE CITY OF \_\_\_\_\_ AND IN THIS ACT A COPY OF THIS INSTRUMENT AND ITS RESPECTIVE ANNEXES ARE DELIVERED TO EACH OF THE PARTIES HERETO.

LIST OF MEMBERS OF THE GROUP

NÚMERO	NOMBRE (S) Y APELLIDO (S) COMPLETO / DOMICILIO	FIRMA
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		