

FINANCIAL LEASE CONTRACT CELEBRATED BY SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANÓNIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE, SOCIEDAD FINANCIERA DE OBJETO MÚLTIPLE, ENTIDAD NO REGULADA, REPRESENTED IN THIS ACT BY THE LEGAL REPRESENTATIVE, MR. *** WHOM IN THE FOLLOWING ACT WILL BE NAMED "THE LESSOR"; OTHERWISE ***** REPRESENTED IN THIS ACT BY CONDUCT OF ***** WHO IN THE FOLLOWING WILL BE NAMED "THE LESSEE"; IN THE SAME WAY ***** WHOM IN THE FOLLOWING IS REFERRED AS " THE GUARANTOR"; ALL OF THEM WITH LEGAL CAPACITY TO CONTRACT AND WHO ARE SUBJECT TO THE FOLLOWING DEFINITIONS, STATEMENTS AND CLAUSES.**

GLOSSARY OF TERMS

COVER SHEET: Document that contain the general data of THE LESSEE and THE GUARANTOR, as well as their agreement to be subject to the provisions of this contract. A document that signed by the parties, it forms an integral part of it.

TERMINAL OPTION: is the term in Clause eleven of this Agreement, relating to the exercise of the Purchase Option, or the sale of THE LESSOR Goods to a third person at the price indicated by THE LESSEE. "CAT" means the Total Annual Cost of funding expressed in annual percentage terms that, for informational and comparison purposes, incorporates all the costs and expenses inherent in the Credits, which the Credit Institutions, in terms of the Circular-Telefax 21/2009 issued by the Bank of Mexico and modified through the diverse Circular-Telefax of September 03, 2009, as of September 4, 2009, must calculate and include in the information, advertising and/or offer to the interested public according to the various credit or financial products, as well as the respective contracts they enter into for this purpose, as is the case stated in this contract.

FOUNDING INSTITUTIONS means any person who is legally authorized to grant any credit, financing, or discount line to THE LESSOR to fund the disposition in favor of THE LESSEE under this Agreement.

FIRA means the trust contract celebrated in Relationship with Agriculture held by the Bank of Mexico as a Trustee.

VAT. means Value Added Tax

N/A means No Applies, in other words. the information referenced does not exist or is not required.

GUARANTEED OBLIGATIONS mean all obligations to pay, to do or not to do, and other related to the contract fulfillment by THE LESSEE and THE GUARANTOR.

UNIQUE REGISTRATION OF MOBILE WARRANTIES (RUG) means the Section of the Public Registry of Commerce in which the property guarantees that are constituted with attachment to the legal systems of the commercial order, their modification, transmission or cancellation, as well as any legal act that is performed with or in respect thereof, will be registered, thereby publicized them for the purposes established by the legal systems.

STATEMENTS:

I.- Declares ""THE LESSOR ", through its Representative:

1.1 Be a company constituted in accordance with Mexican law, as stated by public deed number 4202, brought to the faith of Mr. Jorge Ruiz Rodríguez public notary number 61 of Guadalajara; Jalisco and registered in the public register of the property and commerce of Guadalajara under the electronic commercial folio 59095*1.

The representative under protest of telling the truth, recognizes that the character with which its legal proxy appears has not been revoked, restricted or limited in any way, accrediting its powers with Policy 1710, dated July 24, 2014, presented to the faith of the lawyer Gabriel Villaléver García de Quevedo, number 65 sixty-five of the State of Jalisco, whose deed is duly registered under commercial code 59095*1 in the Guadalajara Public Register of Commerce, Jalisco.

The social name was changed by Public deed number 8,496 eight thousand four hundred and ninety-six dated 21 twenty-one of the month of September 2015 two thousand fifteen before the faith of the lawyer Salvador Cosío Gaona, Notary Public number 8 eight of Zapopan, Jalisco, whose testimony is registered under commercial code 59095*1 in the Guadalajara Public Register of Commerce, Jalisco.

- 1.2 Within its social purpose it provides for the holding of financial and credit transactions in a professional and usual manner.
- 1.3 That the representative has the necessary authority to enter into and bind under the terms of this Agreement.
- 1.4. That address for legal purposes of this contract is located in Lazaro Cardenas 3462, Colonia Chapalita zip code 44500, Guadalajara, Jalisco
- 1.5 Is your wish to celebrate this contract, in the terms and conditions set forth therein.
- 1.6 In the Date 10, July 2015, two thousand fifteen concluded contract to open current account credit with Bank del Bajío, S.A., Institution of Multiple Banking, which was ratified in the faith of Public Corridor number 25 in legal exercise in the Plaza del Estado de Jalisco, whose purpose is the granting of refractional credits to producers of the PD1, PD2 and PD3 strata, under the program of operations with parafinance agents in accordance with the regulations of FIRA.

- 1.7 That it is our wish to enter into this Agreement, in the terms and conditions that are based on it.
- 1.8 For its constitution and operation as a non-supervised multiple purpose financial company, it did not require authorization from the Ministry of Finance and Public Credit; and, it is subject to the supervision of the National Banking and Securities Commission, solely for the purposes of the provisions of article 56 of the General Law of Auxiliary Credit Organizations and Activities.

II.- Declares THE LESSEE:

- 1. a) To be a company constituted in accordance with Mexican law, as recorded by public deed number ***** brought before the faith of ***** notary public number ***** of ***** and registered in the public register of property and commerce under the electronic commercial code ***** , with personal taxpayer registry number (RFC) *****.
- 2. b) Have patrimonial, economic and moral solvency to comply with the obligations arising from this contract and those that are deducted by law.
- 3. c) Be their willingness to receive in financial lease THE GOODS subject to this contract, with the modalities and in the terms established in the same.
- 4. d) Their address for notifications and legal effects of this contract, is located on *****.
- 5. e) They continue to declare the Tenant that it was informed clearly and accurately of each and every concept that makes up the RUG and that in the moment it will be under his responsibility to request and cancel the referred register.
- f) That, for all legal purposes to the place and prior to the signing of this Agreement, you were informed clearly and accurately of each and every concept that makes up the Total Annual Cost of this Credit, which in this case amounts to *****% per cent, without VAT (hereinafter the "CAT"). Expressly stating that you become aware of the CAT applicable to this

Agreement.

III.- Stament of "THE GUARANTOR":

3.1 (GENERAL PERSONAL INFORMATION)

3.2 Have patrimonial, economic and moral solvency to comply with the obligations arising from this contract and those that are deducted by law.

3.3Your desire to be bound in the personal capacity in solidarity with respect to the duties and obligations acquired in this contract by "THE LESSOR".

3.4That it indicates as address for notifications and legal effects of this contract, the one located in *****.

IV.- The parties declare that the Goods subject to THE LESSOR is as follows ***** (DESCRIPTION OF THE GOODS).

Exposed the above, the parties decide to conclude this agreement of wills under the following:

CLAUSES:

FIRST. - OBJECTIVE OF THE CONTRACT: Under this contract, THE LESSOR undertakes to acquire the Good described in Declaration IV, and to grant its use and temporary enjoy, on a mandatory period, under the form of leasing, to THE LESSEE who in turn accepts and undertakes to pay the considerations agreed in this agreement of wills and in its ANNEXES.

SECOND.- RELEASE OF RESPONSABILITIES: THE LESSEE agrees that the brand, capabilities, models, quality, merchantability, utility, specifications and other characteristics of **THE GOODS** subject to THE LESSOR, are of its knowledge and complete satisfaction, so under its own responsibility and risk manifests that THE GOODS that it requires accordingly to their needs, from this moment THE LESSEE release from any responsibility previous, to the LESSOR, itself is the one that has chosen such goods, according to their price, brand, specifications, quality, utility, service, etc., having established a direct relationship between THE LESSEE and the manufacturer of the goods or its distributor.

For this reason, any defect that exists in THE GOODS subject to this contract must be claimed directly by THE LESSEE to the manufacturer or supplier, or to whom they have been bought or are responsible for the sale thereof, without there being any obligation on the part of THE LESSOR any more than to grant to THE LESSEE the necessary representation to be in a position to demand the guarantee or damages caused by defects and / or defects that the GOODS have, against the seller supplier, against the seller responsible for it.

THIRD.- APPLICATION OF PAYMENTS: The parties agree that THE LESSEE will pay TO THE LESSOR, or to whom their rights represent, during the term of this Agreement, for the purpose of RENT of THE GOODS, at the address of the lessor or, in the place designated in writing, the amount of \$***** (***** pesos 00/100 mn) the terms and conditions specified in writing in the depreciation table annexed to this contract and which forms an integral part of it.

Likewise, "THE LESSOR" will transfer to "THE LESSEE" the amount of \$**** (***** Pesos **/100 National Currency) for hitch, as well as the amount of \$ ***** (***** pesos **/100 M.N) for opening fee, such payments hereinafter will be called DOWN PAYMENT.

THIRD BIS. – FORMS OF DISPOSAL. - By the nature of this contract, the parties agree that the willingness to acquire THE LESSEE the property subject to this agreement under the FIRST clause, may be later than the date of signature of this contract, and it will be through the subscription of one or more credit certificates, which once signed by THE LESSEE will be part of this contract.

FOURTH. –INITIAL PAYMENT - "THE LESSEE" will transfer the following amounts to "THE LESSOR" prior to the signing date of this contract;

- a) the Amount of \$**** (***** Pesos **/100 National Currency) for down payment,
- b) the amount of \$ ***** (***** pesos **/100 M.N) for opening commission,
- c) the amount of \$***** (***** pesos 00/100 M.N.) for formalization expenses

Said payments hereinafter will be referred to as INITIAL DISBURSEMENT

FIFTH.- ORDINARY INTERESTS. - This Agreement will cause interest in favor of THE LESSOR. In such a way, THE LESSEE will pay The LESSOR, precisely on the **** of each month, and in the event of day off or unworkable, the payment has ti be made the next immediate business day, the ordinary interest on the insolute balance of the Monthly Leveled Income subject to this Lease, will be calculated at an annual rate that will be equal to *****% per cent, which will be divided by 360, multiplying the result thus obtained by 30 thirty days and the product obtained will be multiplied by the amount of the unsolute balance at the time of calculation, in order to be applicable monthly from the date of signature of this Lease until the date of its final expiration.

Ordinary interest not covered on the date of payment shall incur default charges and interest in accordance with clause nine(c) and (D) of this Agreement.

SIXTH.- COMMISSIONS, EXPENSES AND DEFAULT INTEREST. "THE LESSEE" must cover the following commissions:

A) OPENING COMMISSION: equivalent to ** **% **** percent of the capital to which it refers, plus its corresponding VAT, payable at the time of signing this Contract and which will be applied only once in said moment, which is part of the BEGINNING DISBURSEMENT, established in the fourth clause of this contract.

B) COLLECTION EXPENSES: The lack of punctual and complete payment of any of the obligations derived from this Contract, will automatically generate a daily charge of \$1,000.00 (One thousand Pesos 00/100 National Currency), an amount that must be covered by concept of derived expenses. to collection such as calls, letters, visits, among others, said charge may be applied the day after the punctual payment date, this is a due date and will be plus its corresponding Value Added Tax.

D) DEFAULT INTEREST: In the event that "THE LESSEE" does not timely pay any of the obligations contracted under this Contract, the unpaid amount will accrue, from the due date until its total settlement, default interest at a rate of 6.00% (six percent) monthly, on the unpaid balance, of the corresponding month, on the overdue capital, without prejudice to the power that "THE LESSOR" has to terminate it or give it up in advance, under the terms of this Agreement of Wills.

When there are outstanding debts due in accordance with the provisions of this Contract and "THE LESSEE" makes payments, the parties agree that they will be applied in the following order: I) Collection Expenses; II) Commissions; III) Conventional Penalties; IV) Default interest; V) Ordinary Interest, and VI) Payment of overdue rents

SEVENTH. - ADDITIONAL FINANCING FOR THE PAYMENT OF INTEREST (if applicable). Notwithstanding the agreed in the previous

paragraph, "THE LESSOR " may grant "to THE LESSOR " additional financing for the payment of such interest, which in turn will be awarded with FIRA resources, so they will be subject to the terms and conditions set out in this clause, on the understanding that the total amount of interest accrued will accrue to the main luck on the date of payment of the same, becoming part of the interest calculation base of the following month and so on until maturity of the principal or an early recovery occurs, so the total amount generated as a result of such additional financing shall be payable in conjunction with the principal fate of the credit provision in question. "THE LESSOR" requests and empowers "THE LESSOR" from this moment to grant you the additional financing for the payment thereof referred to in the preceding paragraph, accepting the terms and conditions referred to therein. b) Moratorium interests. In the event that "THE LESSOR" defaults on the timely performance of its payment obligations under this Agreement, it shall pay default interest on the insoluble balance as a reason for the rate obtained from multiplying by 2 two the Rate of Interest agreed in accordance with subparagraph (a) of this Clause. Such interest shall be caused from the date on which you default to the adjustment of payments. The foregoing shall be without prejudice to the termination of "THE LESSOR" being able to terminate the debit in advance in the terms of this Agreement.

The parties submit that in the event that the payment of any of the rents coincides with an unworking day for the Credit Institutions, such payment must be made on the immediate business day after its expiry, otherwise interest to the date of payment, at the rate set out in the preceding paragraph.

EIGHT. PAYMENT METHOD. The parties agree that the payment of capital and interest, as well as any other concept to be made by THE LESSEE to THE LESSOR in this instrument, shall be made in any of the following ways:

1.- With nominative checks in favor of THE LESSOR, which must be delivered to the address of THE LESSOR, which will be received under the form of "Except Good Collection", in accordance with articles 7 and 193 of the General Law on Titles and Credit Operations. In the case of payments made by check, the following rules will be followed: I) If the check delivered is from the financial institution called Banco BBVA BANCOMER, the payment will be credited on the same day that it is delivered by THE ACREDITATED, provided that you deliver it in a bank day and business hour; otherwise it will be considered paid the next business day; and II) If the delivered check belongs to another diverse banking institution, the payment will be credited the business day following the one on which you deliver it, provided that you deliver it in bank business day and time; otherwise

2.- Through bank deposits in cash or electronic transfers of funds, to the account number 0108309752, of the Banking Institution called Bancomer, whose CLABE is 0123220001083097529, which is located in the name of SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANÓNIMA PROMOTORA DE CAPITAL VARIABLE, FINANCIAL COMPANY OF MULTIPLE OBJECT, ENTITY NOT REGULATED.

3.- By means of automatic charges to the account number 0108309752, whose CLABE is 012320001083097529, which is located in the name of THE ACREDITANT made by the Banking Institution called BBVA BANCOMER in favor of SWELL FINANCES IN MOVEMENT, COMPANY ANÓNIMA PROMOTORA DE CAPITAL VARIABLE, FINANCIAL SOCIETY OF MULTIPLE OBJECT, ENTITY NOT REGULATED for the obligations guaranteed in this Contract.

In the case of payments through electronic means, the respective payment shall be deemed to have been made in accordance with the following: (I) If made through the Interbank Electronic Payment System (SPEI), it shall be credited on the same day that the transfer is made; II) If done by electronic funds transfer (TEF), it will be credited the next business day. In addition, in payments made by deposit or through the use of electronic means, the token(s) and/or the receipt(s) of the respective movement, will do the times of receipt, so THE LESSOR shall

have no obligation to issue additional receipts for the amounts paid by such means.

4.- Where the LESSOR makes any change of bank account or even payment method, it shall be obliged to inform the THE LESSEE by prior notification within no more than 5 five working days before its date of payment, such notification shall be solely for the purpose of providing information.

NINTH. - ADVANCE PAYMENTS. – ADVANCE PAYMENTS. "THE LESSEE" after the first 12 months of validity of this Agreement has been completed and, until before the date of termination of this Agreement, may settle the insolvent balance of the total amount financed, covering a conventional penalty of 10% on the insoluble balance; for which you must:

- A) Request in writing to "THE LESSOR", ten business days in advance of the date of payment, your approval in order to make the advance payment.
- B) "THE LESSOR", upon receipt of such request, shall inform the "THE LESSEE within five working days, whether THE LESSEE is appropriate and the causes that give rise to that result.
- C) In case of approval, "THE LESSOR" must inform "THE LESSEE" of the insoluble balance of the capital to be covered by it, including any amount to which it.
- D) Once the advance payment has been made, "THE LESSOR" will provide "THE LESSEE" with the corresponding proof of payment and will proceed in accordance with the provisions of the twenty-first Clause of this Agreement, as well as the other applicable ones.

The parties may agree not to collect the penalty, this will depend on the payment behavior of THE LESSEE to THE LESSOR. On the understanding that filing one or more arrears in your payment obligations will result in the loss of such an opportunity to default on the penalty.

This payment may be made only on the due dates indicated for the payment of the income fixed in this Agreement, provided that "THE LESSEE " is aware of the payment of the rents, their interest, insurance, holdings and any other payment to which it is obliged under this Agreement.

The parties agree that they may NOT make advance payments in order to settle this lease until after the first 3 three months of this act.

TENTH. - THE LESSEE may anticipate the amount of. the rents of this Lease Agreement, either in whole or in part, only on the due dates and payment of the Rents Fixed in this Agreement, without any punishment, commission or penalty, provided that it makes it precisely on any of the payment dates and is current in the payment of the rents, their default interest, insurance, and are for an amount equal to or greater than the payment to be made in the applicable period. As long as it does not violate the above immediate clause.

ELEVENTH. – VIGENCE/ CONTRACT LIFE: The term of this contract shall be forcibly forcibly for both parties for a period of ***** months and shall commence from *****and its effects shall end *****,or until each and every obligation arising from this Agreement is fulfilled.

Without prejudice to the foregoing, THE LESSEE may terminate the contract in advance unilaterally prior to the end of the term of the contract, under the modalities, conditions and penalties established in the TWENTY, TWENTY FIRST clause of this contract.

The delivery of THE GOODS relating to this lease must be recorded by signing the receipt of THE LESSEE in a separate letter. This document shall be added to this Agreement, duly signed by the parties and shall be an integral part thereof.

TWELVE - TERMINAL OPTIONS: At the end of the period referred to in the preceding Clause and provided that the income and other benefits derived from this clause have been paid in a timely manner, THE LESSOR, in terms of article 410 of the General Law on Titles and Credit Operations, may exercise any of the following options:

(a). - THE LESSOR transfers ownership of the goods referred to in Declaration IV of this Agreement to THE LESSEE, by bill in the amount of \$***** (***** pesos 00/100 mn) plus their corresponding I.V.A.

b). - Proceed spending the sale of the goods mentioned to a third party at the price indicated by THE LESSEE in which case the amount set out in the previous subparagraph plus all costs of storage and sale of THE LESSOR goods will apply, delivering the balance to THE LESSEE.

In no case shall the value indicated by THE LESSEE be less than the value set out in subparagraph (a) of this clause.

The decision on the option adopted by THE LESSOR, must be notified in writing to THE LESSOR, at least 60 (sixty) days before the expiration of this contract. In any case, all taxes, duties, contributions or expenses that are incurred for the exercise of any of the terminal options will be solely borne by THE LESSOR.

THIRTEEN.- PLACE OF USE OF THE GOODS: THE LESSEE may use THE GOODS anywhere within the United Mexican States, obliging to inform THE LESSOR in writing the place of its installation, location or its main confinement, as well as the name and private address of the executive, employee or driver of THE LESSOR to which each of the GOODS has been assigned, also informing of any changes, within 5 (five) calendar days following the date on which the change is made.

FOURTEENTH. - LEGAL DESTINATION OF THE LESSEE GOODS. - THE LESSOR undertakes to use THE LESSEE d goods only for the lawful purposes that its commercial activity requires, these activities were previously informed and documented to THE LESSEE so THE LESSOR releases from all legal liability TO THE TENANT the illicit or improper use given to THE LESSEE d goods either by THE LESSEE or some authorized third party and will be solely the responsibility of THE LESSEE. any criminal act resulting from misuse.

FIFTEENTH. - LICENSES, PERMISSIONS AND REGISTRATIONS: THE LESSEE undertakes to obtain the licenses, permits and other documentation that is required in accordance with the laws, regulations or circulars that are applicable and related to THE GOODS, as well as their operation, and must also pay on their own the rights, taxes and erogations in general, which in this way must be settled to the corresponding authority or authorities,.

Likewise, THE LESSEE is obliged to comply with the Laws, Regulations and Circulars and other provisions that affect the tenure and use of THE GOODS, having to cover on its own the rights, taxes and other income that are generally arising from its Use.

In case of non-compliance with the provisions of the preceding paragraphs, without prejudice to the power of THE LESSOR to terminate this Contract, the latter may pay the amounts mentioned by THE LESSOR, the latter having to rein in the RENTER requests it, also covering an interest equal to that indicated in the Fourth Clause above, calculated from the date on which the latter makes the payment, until THE LESSEE reimburses you in full the amount thereof.

SIXTEENTH. - MAINTENANCE AND REPAIRS OF THE GOODS: THE LESSEE is obliged to maintain at its expense and without any liability

for THE LESSOR, at all times THE GOODS in perfect conditions of use, mechanics and operation, according to their nature and destination, with the same limitations or deteriorations that are caused in them by the passage of time and by their normal use.

THE LESSEE will pay for its exclusive account, any other expenses that are necessary or convenient for the proper maintenance of THE GOODS, including all kinds of repairs and corrective services, whether for labor or spare parts, due use legitimate spare parts hechas por el fabricante de LOS BIENES and repairs must be carried out in workshops or at agencies authorized by manufacturers. Any refaction, implement or accessory that is added to THE GOODS, will be considered incorporated into them, and, consequently, will be subject to the terms of this contract and its ANNEXES, so they will be left to the benefit of THE LESSOR, without THE LESSEE being able to withdraw them or demand any compensation for them.

THE LESSEE will pay any amount for electricity, fuel, any other form of energy, lubricant, operators and other operating expenses that require THE GOODS, THE LESSEE must be used in the operation of the same, exclusively qualified workers, hired on their own, and under the direction of officials or employees responsible for it.

During the term of this contract and its ANNEXES, THE LESSOR assigns to THE LESSEE the rights of any warranty or service granted by the Supplier of THE GOODS, acting on behalf of THE LESSOR, any charges that the Supplier makes for services or materials not included in the warranty in question. THE LESSOR must claim directly from the Supplier of the GOODS, without any liability for THE LESSOR, the rights related to the quality and the proper functioning of the GOODS.

Likewise, THE LESSEE is obliged to care for and protect THE GOODS, complying, at its expense, with the provisions of Article 415 of the General Law on Titles and Credit Operations. In addition, THE LESSEE agrees to comply with all ecological and administrative provisions issued by the competent authorities concerning the use of THE GOODS, as often as provided by the competent authorities and/or the applicable legal provisions.

THE LESSEE is obliged to provide TO THE LESSOR R a duplicate of the keys of THE LESSOR d GOODS, which is in the disposal of THE LA LESSADOR for the entire duration of this contract and until all the considerations agreed in this will agreement have been liquidated.

SEVENTHTEEN.- INSPECTIONS: THE LESSOR AND/or FIRA and/or Bank del Bajío, S.A., Institution of Multiple Banking and / or the SECRETARÍA DE AGRICULTURA, GANADERÍA, DESARROLLO RURAL, PESCA Y ALIMENTACIÓN (SAGARPA) and / or any national or international entity that applies where applicable, will have the power throughout the time of validity of the credit, to designate an intervener who takes care of the exact fulfillment of the obligations of THE LESSOR mainly as regards the surveillance of investment, proper functioning of the company and the care and preservation of the guarantees granted. The salary and expenses authorized by THE LESSOR to the intervener will be covered by THE LESSEE for which it expresses its consent.

EIGHTEENTH - RISK AND INSURANCE: Expressly the parties agree that THE LESSEE assumes any risk of loss or partial or total deterioration of THE GOODS, as well as any liability for damages and damages that with the possession or use of the GOODS will be caused to third parties, in their persons or in their properties, even in case of fortuitous or force majeure, without any liability for THE LESSOR obliging THE TENANT, in addition, to simultaneously the reception that makes of THE GOODS, you must take out with a company legally authorized to do so, the insurance necessary to cover the eventualities described above, so that at no time are the GOODS or liability to third parties for their possession or use, must expressly designate THE LESSOR as a preferred and irrevocable beneficiary or Bank del Bajío S.A., Institution of Multiple Banking where appropriate, of any amount that the insurers claims that come to be presented during the entire term of this

contract and their respective ANNEXES, also obliging THE LESSEE to submit to the LESSOR the policy, the original receipts of payment of the premiums, the preferential and irrevocable end of the endose and the end of non-cancellation, unless written consent of THE LESSOR. In the event that the LESSOR considers that the coverages contracted are not sufficient, it shall communicate it in writing to THE TENANT so that it, within a period not exceeding 5 (five) working days from the date on which it receives such communication, remedy the omission, covering THE LESSEE the differences in premium that result.

Both parties agree, that THE LESSOR may directly contract the insurance in question, if so agreed by ANNEX to this contract or in the event that THE LESSEE does not make the direct contracting of them, with the insurance company of its choice, making in such case the premium payments on behalf of THE LESSOR, and without such a pact release it from the obligations referred to in the first paragraph of this clause. In this case, THE LESSEE must refund to THE LESSOR the amount paid to the insurance company, within a period not exceeding 3 working days, counted from the receipt of the written notice that gives it to that effect, and in case of not doing so, and without prejudice to the right of the LESSOR to sue you the early expiration of this contract and its ANNEXES, THE LESSEE will pay a monthly interest on them, equivalent to the rate of default interest referred to in the Fourth Clause of this contract, counted from the date of verification of the payment in question and until the date on which the payment corresponding to the LESSOR is made. Both parties also agree that the amount of the corresponding premiums may be included, in whole or in part, within the Partial Rent Payments referred to in Annexes A to this contract, if so agreed in them.

In case of loss, destruction, irreparable damage or any other contingency that prevents, in whole or in part, the use of THE GOODS, THE LESSEE undertakes to continue paying the agreed income at its expense in the respective ANNEXES, until the insurer shall award the corresponding compensation to the latter, and once such compensation is covered, it is also obligated to pay THE LESSOR any difference that may exist between the amount of the compensation and the balance owed by THE LESSEE as of the date of payment of the compensation.

For its part, THE LESSEE is obliged to return to THE LESSOR any difference that may result in its favor, in case the compensation covered by the insurance company is greater than the balance due of THE LESSEE at the date of payment of the multi-quoted compensation.

THE LESSEE undertakes to release from all liability the LESSOR or any assignee of the latter, from any expenses, costs or indemnities to third parties or to THE LESSEE itself, who are claimed or determined before and by competent authorities, whether whatever their nature, derived from the possession or use of the GOODS, as long as they are available to them, regardless of the validity or termination of this contract and its ANNEXES. Without prejudice to the foregoing, THE LESSEE also undertakes to carry out at all opportunities all the efforts, notices, claims, claims and other acts necessary or appropriate for the insurers concerned to cover the compensations that in each case of loss, theft, destruction or any other damage suffered by THE GOODS, proceed in favor of THE LESSOR, being responsible for the damages and damages caused by its omission, wilful or negligence. Both parties agree that in no case WILL THE LESSOR be liable for any damages or damages that may be caused to THE LESSEE or any third party the insurance company concerned, in the event of delay this in the payments of compensation for claims that occurred under the respective insurance.

NINETEENTH. - RETURN OR RECOVERY OF GOODS. "THE LESSEE" undertakes to return to "THE LESSOR" THE GOODS, in the cases in which it comes, under the same conditions in which it received them, with the only deterioration caused by its normal use and the passage of time, at the expense of "THE LESSEE" all expenses that arise with the return.

THE GOODS that "THE LESSOR" recovers, for non-compliance with "THE LESSEE", may give them in financial lease to or dispose of third parties, in terms of article 416 of the General Law on Titles and Credit Operations.

In the event that the goods are in the possession of a third party THE LESSEE gives its express consent so that the breach of this contract will be made the delivery of the goods of this lease without the need for your consent or injunction.

TWENTY- FOUND SOURCE. The parties agree that this credit may be financed with resources from any institution of the Mexican financialsystem, which in turn may obtain the resources of the FIDEICOMISOS INSTITUTED IN RELATION TO AGRICULTURE(FIRA), so "THE LESSEE" acknowledges that this Agreement will comply with the following conditions:

1. That the investment project shall comply with ecological ordering, preservation, restructuring and improvement of the environment; the protection of natural areas, wildlife and aquatic wildlife; rational use of natural elements; forecasting and controlling air, water and soil pollution; as well as the other provisions provided for in the General Law on Ecological Balance and Environmental Protection. 2. THE LESSEE n may make advance payments in refund of the credit, subject to the authorization of "THE LESSOR", subject to the following, (i) the notification of payment in advance shall be irrevocable and shall be made in written form, at least 5 five days prior to the date of the advance payment; (ii) each partial advance payment shall be for a minimum amount equivalent to the amount of depreciation you have requested to settle before maturity. These amounts shall apply first to the payment of interest accrued on the date of payment and then to the payment of the insolvent balance of the credit in reverse order to the maturity of the respective repayments; that is, they will apply to the last ones that are going to win or, if the operating rules of FIRA and/or any institution of the Mexican financial system permit, may apply to the followingcapital depreciation(s), (iii) expenses, commissions and penalties that are generated asa result of the advance payment and that FIRA and/or any institution of the Mexican financialsystem, apply,will be at your expense, having to cover them in conjunction with the amount of the advance payment. 3THE LESSOR and/or any institution of the Mexican financial system, and/or FIRA and/or SAGARPA may at any time carry out inspections of the goods purchased in connection with this credit, to demand balance sheets or statements of accounts and request data or documents, in order to ensure the correct application and use of the credit, being obliged BY THE LESSEE to grant the necessary facilities to verify the proper functioning of your company and to keep under conditions of service its machinery, equipment and all the elements of production, as well as to have at the disposal of THE LESSOR the proofs of the investments made with the amount of the credit. 4. In the event that the resources obtained are diverted to objects not provided for in the investment programme or false information, providing qualitative or quantitative documentation that is apocryphal, incomplete or altered or does not have the documents proving the application of the credit in the manner agreed in this Agreement or, any of them are not duly satisfied,will be obliged to (i) refund the total amount of the sums arranged insolute on the date on which FIRA and/or any institution of the Mexican financialsystem, request the ransom or request the cancellation of the credit granted; (ii) to cover a conventional penalty equivalent to multiplying by 3 three, the ordinary interest rate provided for in this Agreement, with retroactive effect to the date of resequencment, deducting the ordinary interest paid. 5. In the event that the payment of the insolvent balance of your credit is made in advance, after a supervisory visit and the latter is unfavourable, considering that there was diversion of resources, distortion of information or breach of conditions, THE LESSOR reserves the right to proceed as agreed in the previous paragraph. The Tenant undertakes to have at the disposal of THE LESSOR, proof of the investments she made with the amount of the credit. 6. If it has made contributions to establish a source of payment in favour of the funding source, the Tenant agrees that its contributions will be jointly and severally covered by the obligations under THE LESSOR arising from the credit agreement referred to in the Declarations chapter until they are fully covered.

In addition, "THE LESSEE" undertakes to subscribe to a PROMIS for the total amount of the rents to be paid in accordance with the monthly payments set out in the ANNEXES as THE LESSEE price. The aforementioned title of credit shall be endorsed in its entirety by THE OBLIGATORY (S) SOLIDARY (S). In this same act they authorize "THE ARRENDATARIA" and THE OBLIGATORY (S) SOLIDARY (S) to "THE LESSOR" to assign, endosar, transfer, give them in garment and / or rediscover the aforementioned title of credit, at any time, and without any liability for the latter.

TWENTY-FIRST.- OBLIGATED SOLIDARITY AND OR THE GUARANTEE: The person(s) who hereby subscribes to this Agreement, constitutes the Obligatory(s) of "THE LESSEE " and appears at the signing of this Agreement and shall subscribe to all ANNEXES, in order to become Obligated Solidarity(s) of "THE LESSEE ", against "THE LESSOR", in terms of articles 1987, 1989 and other applicable of the Federal Civil Code, responding absolutely and unconditionally to the total and timely payment, of the payment obligations of "THE LESSOR" that derive or may derive you under this contract and the ANNEXES, waiving any benefits of order, exclusion and division where applicable. For this purpose, the obligations arising from this Agreement and the ANNEXES are deemed to be indivisible GUARANTEE undertakes to comply with each and every term contained herein and in the ANNEXES, as well as to subscribe to the Promissory Note as an endorsement.

The guarantor, jointly and several or co-accredited shall be fully bound by the total payment against the Financial Institution, THE GUARANTEE will answer a customer identification questionnaire proving whether he has property owned by him, if THE LESSOR deems it necessary to have a relationship thereof requested separately from THE GUARANTEE In the event that the property owned by THE GUARANTEE is serious or alienated at the date after the delivery of the relationship to "THE LESSOR", without prior notice, will be cause of early expiration of this Agreement and its ANNEXES. In case of non-compliance with the above obligation will be jointly and severally liable to "THE ARRENDATARIA" and THE GUARANTEE for criminal proceedings arising in the event of an insolvency caused, liability that will not cease until the respective lease has been terminated without the award of "THE LESSEE", or for the acquisition of THE GOODS by it. In cases where THE LESSOR cannot due to health or force majeure comply with its obligations THE OBLIGATORY (S) SOLIDARIO (S) accept and undertake to give full compliance in place of THE LESSEE.

TWENTY-SECOND. - CAUSES OF EARLY EXPIRATION. Causes of early expiration of this Agreement and its ANNEXES shall be any breach in which the parties incur respect of the obligations each assumes in favor of the other, and the following:

- a) That "THE LESSEE " refrain from paying one or more of the incomes with its respective Value Added Tax (I.V.A.), in the form and terms agreed in this Agreement and the ANNEXES.
- b) That "THE LESSEE " refrain from paying in a timely manner to "THE LESSOR" the amount of insurance premiums that the latter contracts directly with respect to THE GOODS.
- c) That "THE LESSEE refrain from informing or keeping informed "THE LESSOR " of the exact location of THE GOODS, or that it moves them outside the Mexican Republic, without the prior authorization of "THE LESSOR " in writing.
- d) That "THE LESSEE " at any time refrain from giving THE GOODS the use and destination that corresponds to its nature, or that allows them to be used or operated by persons not qualified to do so.
- e) That "THE LESSEE " refrain from performing with every opportunity, at your expense any repair and maintenance service that is necessary for THE GOODS to be in perfect condition.
- f) That "THE LESSEE " refrain from allowing "THE LESSOR" to inspect THE GOODS.
- (g) That THE LESSEE" permits the total or partial embargo of THE GOODS, allows the material extraction of the goods from the place of its installation,

or refrains from giving immediate written notice to "THE LESSOR" of any situation that may physically or legally affect THE GOODS.

(h) That "THE LESSEE be declared in commercial competition or bankruptcy, be placed on strike, or appear against worker, tax or labor claims that substantially affect its proper functioning.

(i) For any other breach or cause of maturity assumed in this contract.

In any of these cases "THE LESSEE may not require the refund of the rents in deposit with its respective Value Added Tax (I.V.A.), being in accordance with "THE LESSEE " in which said amount is in favor of "THE LESSOR". For any reason of early expiration of this Agreement and its ANNEXES, "THE LESSEE" undertakes to pay "THE LESSOR", compensation equivalent to 25% (twenty-five percent) on insolvent balances at the time of non-compliance.

Notwithstanding the foregoing, if "THE LESSEE" fails to comply with any of the obligations assumed in this Agreement or in the corresponding PROMISSORY Notes, "THE LESSEE R" shall be authorized to terminate this Agreement in full, without the need for a judicial declaration, or to demand its advance performance:

(a) If "THE LESSOR" opts for termination, "THE LESSEE ": (i) you must make immediate return of THE LESSEE d Goods, (ii) you will pay "THE LESSOR" a penalty equal to twice the amount of the last partial payment accrued, (iii) where applicable, will cover "THE LESSOR" in full all overdue PARTIAL PAYMENTS in addition to any other concept due, over your respective default interest, under the terms of Clause Ninth, subsection D) of this Agreement, (iv) you will pay all expenses that as a result of your breach are made, in addition to the legal expenses generated and (v) you will lose in full, without the need for a court statement, your right of PURCHASE OPTION set forth in this Agreement.

In the case of termination, if for any reason, voluntary or involuntary, it does not make "THE LESSEE " immediate return of THE LESSEE d Goods to "THE LESSEE R", it must cover THE LESSEE as compensation for each day of late delivery, an amount equivalent to the last partial payment accrued, divided by 3 (three). The receipt of these amounts by "THE LESSOR" may not be considered as consent for non-return.

b) If "THE LESSOR" chooses to require early compliance with this Agreement, the FORZOSO TERM shall be fully due, without the need for judicial declaration, and accordingly "THE LESSEE ": (i) it must immediately cover "THE LESSOR" the insolvent balance of total income, (ii) must immediately cover the Purchase Option, where applicable, (iii) will immediately cover "THE LESSOR" , in addition to any other concept due, with their respective default interest under the terms of this Agreement, and (iv) will cover all expenses that are made for their non-compliance, in addition to the legal expenses that are generated. All this without prejudice to asserting the right of "THE LESSOR" to apply for possession of THE LESSEE Able Property under section 416 four hundred and sixteen of the General Law on Titles and Credit Operations.

c) Also, at the time of any breach under the terms of this Agreement or in the applicable Promissory Notes where applicable, "THE LESSEE " shall not have the right to use THE LESSEE d Goods, for which "THE LESSEE R" may take the necessary measures to prevent the use thereof and, consequently, THE LESSEE n expressly authorizes "THE LESSEE R" to activate the Anti-Theft Device(s) or Satellite Locator(s) Lease, that is, to carry out its immobilization.

In the event that, as a result of the limitation on the use of THE LESSEE Goods by "THE LESSOR", any liability for damages to third parties, to "THE LESSEE" or to the LESSOR herself is generated, "THE LESSEE assumes all responsibility in this regard and releases "THE LESSOR" from any liability , forcing the "THE LESSEE to take in peace and save "THE LESSOR" from any liability, of course, including those of an economic nature as to immediately reimburse "THE LESSOR" for any amount of money that it had disbursed as a result of its non-compliance.

TWENTY-THIRD. - EARLY TERMINATION OF THE TERM. Without contravening the provisions of the above clauses, "THE LESSEE may terminate the contractual relationship by submitting a written request to the branch that it contracted in the following cases:

a) In the event of non-use of this Lease Agreement within 10 working days of the signing of this Agreement, "THE LESSEE " may request termination of this Lease Agreement, provided that it covers "THE LESSEE R" the expenses that were generated by the conclusion of this Agreement, the expenses of the Public Fedarian and the expenses that were generated by the cancellation thereof. In this case "THE LESSOR" will not charge any kind of commission in this regard.

b) In the event that the termination of the Contract is requested above "THE LESSEE ", you may collect the fees agreed in the Contract itself.

Upon submission of the written request for termination of the contract by "THE LESSEE, "THE LESSOR ": (i) Cancel the Means of Disposition linked to this Agreement on the date of submission of the application; (ii) It shall reject any provision intended to be made after cancellation, resulting in no further charges being generated from the time the cancellation is made, except those already generated.

From the next working day of receipt of the written request by "THE LESSEE, "THE LESSOR " will communicate to it the amount of the debits and within 5 five working days after your request will make such data available to you.

Once the debits have been settled, the Contract will be terminated and upon written request "THE LESSEE, "THE LESSOR " will deliver within 10 working days after the payment of the debits has been made on the next cut-off date, the statement of account or document containing the end of the contractual relationship and the absence of debits derived exclusively from that relationship. "THE LESSOR" shall inform credit information companies that the account is closed without debit within 5 five working days of payment indicated by the Law on the Regulation of Credit Information Companies.

TWENTY-FOURTH. - ASSIGNMENT OF RIGHTS. "THE LESSEE expressly authorizes "THE LESSOR" to assign, endorse, transfer or in any way, negotiate the rights arising in its favor from this contract, its ANNEXES and the promissory notes that are subscribed.

For its part, "THE LESSEE may not assign, guarantee, transfer or in any way negotiate the rights arising in its favor from this contract and its ANNEXES, or in particular, sub-lease or transmit in any way the possession of THE GOODS, in whole or in part, if it does not have the prior written authorization of "THE LESSOR".

TWENTY-FIFTH – DEATH. The death of THE LESSEE does not constitute a cause for the termination of this contract, the parties agree that in case of death of THE ARRENDATARIA and if no life insurance policy has been contracted with beneficiary to THE RENTER, the following terms are assumed as follows and relation:

a) THE LESSOR will accept the replacement of THE LESSEE by THE OBLIGATORY(S). The latter shall assume both the rights and obligations of this contract.

b) THE PARTIES agree to the replacement of THE LESSEE by their spouse, which on the date of death occurred to live with him (her), if it existed.

c) It will be replaced by any relative in a straight line of THE LESSEE , who has the economic capacity to comply with this contract.

d) In accordance with probate judgment, making request to the heir(s) the payment of the debt.

As well as the provisions of federal and state laws applicable to this agreement.

TWENTY-SIXTH. - TITLES OF THE CLAUSES. The titles of the Clauses contained in this Will Agreement have been placed for the sole purpose of facilitating their reading, therefore they do not necessarily define or limit the content thereof. For the purposes of interpretation of each clause, its content and in no way its title shall be taken into account.

TWENTY-SEVENTH. - PERSONALITY. In this same act, the parties mutually acknowledge the personality with which they appear to sign this Agreement and expressly waive, in the event of any dispute, the lack of

personality of their own or the other, in accordance with the provisions of article 37, the second paragraph of the Code of Civil Procedures for the State of Jalisco and its correlatives of the Federal Code of Civil Procedure, that of the Federal District and those of the other federative entities.

TWENTY-EIGHTH - CONVENTIONAL DOMICILES. All notices and notices to be given by the parties in connection with this Agreement shall be made in writing and sent by acknowledgement of receipt, fax, e-mail, or by any other means ensuring that the recipient receives such notices. For the above purposes, the parties indicate as their addresses the contents on the Cover and/or in the Declarations of this instrument.

In the event that any change to the designated conventional domiciles is not notified to the other party within 5 (five) calendar days of the same, the notice shall be considered as validly given if it is made to the addresses indicated.

TWENTY-NINTH. -COMMERCIAL EXECUTIVE TITLE. In terms of section 87-F of the General Law on Organizations and Auxiliary Credit Activities, this Agreement accompanied by the certification of the statement by the accountant of "THE LESSOR ", is a commercial executive title, and does not require recognition of signature or other requirement.

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

THIRTY- PROVISIONS OF ANTILAVADO DE MONEY: "THE ARRENDATARIA" agrees to submit to the applicable regulations regarding the Prevention and Detection of Operations with Resources of Illicit Origin, providing the corresponding authority with the information required for the purpose of properly integrating the respective dossier.

THIRTY-FIRST- PRIVACY NOTICE: In terms of the Federal Law on the Protection of Personal Data in Possession of Individuals and the privacy notice that "THE LESSOR" made available to you, to obtain, use, disclose, store, transfer, and share your personal, commercial, financial and credit information, as well as the file containing such information, "THE LESSEE accepts the processing of the data and information provided for the purposes described in the privacy notice and that "THE LESSOR" at any time may make changes to the aforementioned privacy notice that you have made available to you, which will be reported to "THE LESSEE " through the Media.

"THE LEASE", in accordance with the Federal Law on the Protection of Personal Data in Possession of Individuals and its Regulations and aware of the scope of the privacy notice of "THE LESSOR ", expressly authorizes the personal, sensitive, financial and financial data that you provide or provide to "THE LESSOR ", to be used, for the purposes described, in the privacy notice, and in particular for the request, and where applicable contracting all types of insurance by "THE LESSEE . Likes, "THE LESSEE states that "THE LESSOR " made available the privacy notice, which declares to know and accept in all its terms.

THIRTY-SECOND- STATEMENT. "THE LESSOR" shall issue on a monthly basis a statement, which shall contain in detail the transactions carried out under the contract contained in this instrument, which will be sent by email.

"THE LESSEE " may at any time make inquiries of balances, transactions and movements, by telephone, email or at the offices of "THE LESSOR ", located at the address indicated in the Declarations section of this Agreement.

THIRTY-THIRD. - CLARIFICATIONS, NONCONFORMITIES AND COMPLAINTS. In the event that "THE LESSEE has any clarification, non-conformity or complaint regarding the movements of your statement, you may submit your clarification or complaint in writing through any branch of "THE LESSOR " or through the specialized customer service unit, within

90 ninety calendar days after the completion of the operation with which you are not satisfied or the court date.

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

Upon receipt of the information and documentation of the request for clarification, "THE LESSOR" shall have a maximum period of 45 forty-five days to deliver to "THE LESSEE" the corresponding opinion, appending a simple copy of the document or evidence considered for the issuance of such opinion.

The opinion shall be formulated in writing and signed by an empowered official. In the event that, in accordance with the opinion issued by "THE LESSOR" the collection of the respective amount is appropriate, "THE LESSEE" must make the payment of the amount at its expense, including the ordinary interest as agreed, without the collection of moratorium interest and other accessories generated by the suspension of the payment.

"THE LEASER" within 45 forty-five calendar days from the delivery of the opinion referred to, it will make available to "THE LESSEE", either in the branch where the financing has been granted or in the specialized unit, the file generated by the claim, in which it will be integrated with the documentation and information that, in accordance with the applicable provisions, must act in its possession and that relates directly to the corresponding request for clarification, except for the data corresponding to operations related to third parties.

The above procedure is without prejudice to the right of "THE LESSEE" to go to the National Commission for the Protection and Defense of Users of Financial Services (CONDUSEF), and/or to the relevant judicial authority in accordance with the applicable legal provisions, in the intelligence that the clarification procedure will be without effect after "THE LESSEE" files its claim with the judicial authorities or conducts its claim in terms of the Law on Protection and Defense to the User of Financial Services.

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

Clarifications and complaints:

Specialized User Care Unit:

Address: in Calzada Lázaro Cárdenas number 3462, Colonia Chapalita, zip code 44500, in the city of Guadalajara, State of Jalisco.

Phone: 01 33) 3813 1233

Email: une@swell.mx

Website: www.swell.mx

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

Address: in Calzada Lázaro Cárdenas number 3462, Colonia Chapalita, zip code 44500, in the city of Guadalajara, State of Jalisco.

THIRTY-FOURTH. - MODIFICATIONS. This Agreement may only be modified by mutual agreement of the parties, provided that the amendments are not in violation of the legal provisions applicable in the Mexican Republic. In the event that any modification to the contract and annexes "THE LESSOR" is to be made, you will have to notify "THE LESSEE" at least 30 calendar days before the entry into force of the change or modification in question, which will be made known to "THE LESSEE".

"THE LESSEE" may request the termination of the contract within 30 thirty days of the entry into force of the change or modification in question, without any liability in its charge and under the conditions prior to the modification, having to "THE LESSEE", cover, where appropriate, the debits generated until the end of the service.

It is understood that, if "THE LESSEE" uses the account or service in question within 30 thirty days of the notice of change or modification, acceptance of the change made will be taken as a tryit.

THIRTY-FIFTH. -NATURE OF THE ACT, APPLICABLE LAW AND COMPETITION.

A) The nature of this Will Agreement is purely commercial in accordance with Articles 3, 4 and 75 - XXIV of the Commercial Code.

B) For the interpretation and performance of this Agreement, the parties submit to the provisions of the laws in force in commercial matters, and in addition to the provisions of the Federal Civil Code in substantive matters, as well as the content of the Federal Code of Civil Procedures, in an adjective matter.

C) For the knowledge and resolution of any dispute arose under it or any of its stipulations, the parties expressly submit to the jurisdiction and jurisdiction of the Commercial Courts of the First Judicial Party of the State of Jalisco based in the City of Guadalajara, or to the District Courts in Civil Matters of the Third Circuit of the Judiciary of the Federation of the same municipality of Zapopan, Jalisco, at the choice of the actor; expressly waiving the law that may correspond to them because of their present or future domiciles, and for any other circumstances.

Once read to this Agreement by the parties and aware of its scope and effects, it is initialled in three as many, of which a copy is delivered to each party, with the same probative value, in the City of Guadalajara, Jalisco, dated *****.

THE LESSOR
Swell Finanzas en Movimiento, S.A.P.I. de C.V.,
S.O.F.O.M., E.N.R.

THE LESSEE

OBLIGATED SOLIDARITY
AND OR THE GUARANTEE:
