Schedule 5

to Cooperation Agreement of No. LVMM/06-07-2024-31 as of September 26, 2024 by and between Mintos, Issuer and Lending Company

Credit Application	<b>Type of Credit</b> New credit O Individual O	<b>PlaZO (quinœnas)</b> 24 0 <b>96</b> 0				
Promoter	Renovation Legal entity O Additional Credit O	48 O Another O				
Location:	I-lonto requested:	Authorized amount:				
Fecha: Día Mes: Año						
Personal data: Name:	Paternal Surname:	Mother's Last Name:				
Nationality:	Country of birth:	Federal entity of birth:				
Celula :	e-mail.	Date of birth:				
Social Security number:	C.U.R.P!	Dia         Nes         Year           R,FC          Mo la Gene:           withhomoclave:				
Advanced electronic signature It does not have one:	Gender: NO FO	StateCivl 0 0 Joint property 0 Separate property 0				
Escolaridad: Elementary High School Technical or Professional High School Occupation: Name of s p o u s e : The accompanying identifications are p Current address: Street and number: Colony		Widowed O Divorced O Unmarried O Unmarried Length of time at home:Years				
Delegation orm unicipality						
Home Phone: Country Home Reference	Entlded Federatiye:					
Have you held public functions in a foreign country or executive functions in state-owned companies or in NOTE: Politically exposed persons are not eligible for e Including your position or mandate. YES NO	grade, perform any of the following functions? If yes, please f n the national territory, positions Name(s), paternal and ma nported functions in political parties? Nationality mployment after one year of public service developed (If more than one, please sp ected through a personal interview between the	ternal surname(s):				
I declare that the facts stated in this solicitation are true I am making this application on my own behalf AND	and correct:	I am submitting this application on behalf of another				
Acreditado	Credit Executive	Control hesa				

midinerito.

Credit no: \_\_\_\_\_\_ RECA registry: 13762-439-028813/07-02329-0720

# COVER PAGE OF THE CREDIT OPENING AGREEMENT

Accredited Name:				
PRODUCT TRADE NAME: "Crédito Simple TYPE OF CREDIT:	FINPROSPERA".			
CAT (Total Annual Cost)		REST RATE RY AND MORATORIUM	LOAN AMOUNT	TOTAL AMOUNT PAYABLE
Fixed %, exclusive of VAT for purposes information purposes y comparison	Ordinary:% fixed Overall Balances: _ Unpaid Balances: _ For arrears: As referred to in the	_	\$ Pesos, M.N.	\$ Pesos, M.N. (estimated according to the contract)
TERM OF THE LOAN		YOUR PAYMENTS WILL B Periodicity:	BE AS FOLLOWS:	
fortnights months weeks another	-	month; Weekly: on the la week. Other: the daysfollowing business day).	st day of each month; Weekly: on the last da (If the day indicated for payment is a	other and last day of each month; Monthly: on the last day of each y of each weekof each holiday or non-business day, payment will be made on the I.N. (including interest for the Period and the corresponding
WARNINGS RELEVANT		Cut-off date: Not applicable	)	
COMMISSIONS a) Collection: 20% on the amount of overde b) Administration fees: For other commissions, see clause 5	ue payments			
	1.		INSURANCE	
Insurance Not applicable. FINPROSPERA may take o insurance for the benefit of and on behalf of the Accredited, at no additional cost.	Insurance ut	Not applicable	Clause: Not applicable	
			WARNINGS	
	"Tal		bbligations can earn you commissions." ur ability to pay can affect your credit history	
Statement of Account: By request on the customer service line to b	e sent to the e-mail a	ddress you provide.		
Clarifications and complaints: Specialized Unit of Attention to Users: Address: Galileo 317 interior 101, Col. Pola Telephone: 01 (55) 15 18 03 96 E-mail: i r	anco Reforma Alcaldía I f o @ m i d i n e r i	a. Miguel Hidalgo, C.P.: 115 t o . m x <b>Website:</b> www.	50 Ciudad de México midinerito.mx	
Adhesion Contract Registration Number National Commission for the Protection and Tel. 01(55)5340 0999 and (01 800) 999 80	Defense of the Users	of Financial Services (CON	IDUSEF) .condusef.gob.mx	
month				SOFOM ENR, on the d a y of the
	in the city of			content of the same (CAT, commissions, and other terms and
conditions), without any defect of consent and	a copy of which is de	iiverea to the Borrower duly	signea.	

"FINPROSPERA"	"ACCREDITED"
State	
FINPROSPERA, S.A.P.I. DE C.V., SOFOM, ENR LEGAL REPRESENTATIVE:	(FULL NAME AND SIGNATURE):

SIMPLE CREDIT OPENING AGREEMENT ENTERED INTO BY FINPROSPERA, SOCIEDAD ANÓNIMA INVERSIÓN DE PROMOTORA DF CAPITAL VARIABLE, SOCIEDAD FINANCIERA DE OBJETO, UNREGULATED ENTITY, ON THE ONE HAND, IN ITS CAPACITY AS LENDER, REPRESENTED HEREIN BY ITS LEGAL REPRESENTATIVE (HEREINAFTER "FINPROSPERA"), AND AS BORROWER, THE PERSON WHOSE NAME APPEARS ON THE FACE OF THIS AGREEMENT, ACTING IN HIS OWN RIGHT, "BORROWER"), (HEREINAFTER AND COLLECTIVELY "THE PARTIES" IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

## **STATEMENTS**

# I. FINPROSPERA", through its legal representative, declares that:

- a. That it is a mercantile corporation, incorporated by means of policy No. 41,987, dated November 28, 2013, granted before the faith of José Luis Santiago Lama Noriega Public Broker No. 14 of the Nuevo León Plaza registered in the Public Registry of Property and Commerce in the Electronic Mercantile Folio Number 142859\*1, on December 3, 2013.
- b. Its representative has full legal capacity and powers to enter into this Agreement on its behalf, binding it under the terms hereof, which powers, as of the date of this Agreement, have not been revoked, limited or modified in any way.
- c. For all purposes related to the contract, the real estate indicated on the title page (as such term is defined below) shall be its domicile.
- d. Pursuant to Article 87-J of the General Law of Credit Organizations and Auxiliary Activities, the Multiple Purpose Financial Companies do not require the authorization of the Ministry of Finance and Public Credit for their incorporation and operation as such, however, they are subject to the supervision of the National Banking and Securities Commission, regarding the Prevention of Money Laundering and Financing of Terrorism.
- e. That this "CONTRACT" is registered in the Registry of Adhesion Contracts (RECA) of the National Commission for the Protection and Defense of the Users of Financial Services (CONDUSEF) under code 13762-439- 028813/07-02329-0720, in accordance with the provisions of the General Transparency Provisions applicable to Multiple Purpose Financial Companies, Unregulated Entities, published in the Official Gazette of the Federation on August 11, 2015 (hereinafter, the "General Provisions").
- f. It is its intention to grant the Credit to the Borrower, in accordance with the stipulations of the Contract.

#### II. The ACCREDITED declares, under oath, that:

- a. It is a natural person who has full legal capacity to enter into this Agreement and to be bound by the terms hereof and who is acting for these purposes in its own name and on its own behalf.
- b. Your data are those stated in the credit application (hereinafter the "Application"), in which you specify your desire to obtain a credit, in local currency (hereinafter the "Credit"), specifying that the "Application" is an integral part of this contract and that the information and documentation provided by you is true.

- c. It indicates as its domicile, for the purposes related to the contract, as well as to hear and receive all types of notifications, the real estate indicated in the "Application".
- d. This Agreement, its Exhibits and the Promissory Note (as such terms are defined below), when executed, shall constitute valid and enforceable obligations against you in accordance with their respective terms and shall form an integral part of this Agreement.
- e. To obtain the economic resources for the fulfillment of the obligations that, in terms of the contract, it is responsible for, which come and will come from lawful sources.
- f. Has been informed by FINPROSPERA of the Total Annual Percentage Cost of Financing (hereinafter "TAC"), with respect to the Ioan that is the object of this Agreement, and is aware that such calculation is for information and comparison purposes only, made as of the date of signing this Agreement.
- g. No judicial or administrative proceeding has been initiated against you that may affect the legality and/or validity of this Agreement or the Promissory Note, nor the enforceability of your obligations under the aforementioned documents.
- h. It is not in breach of any contract or agreement to which it is a party as of the date of this Agreement.
- i. He states that the information provided to "FINPROSPERA" and those stated in this "CONTRACT" are true, current, and complete, knowing the repercussions against him for making false statements to a financial entity; he is dedicated to develop a lawful activity, which allows him to obtain sufficient resources to comply with all his payment obligations derived from this "CONTRACT". Likewise, she states that the amounts received as financing on her part are destined to purposes permitted by law, without incurring in any of the crimes set forth in Articles 139, 148 and 400 Bis of the Federal Criminal Code, which she knows to the letter.
- j. That prior to the execution of this "CONTRACT" and the completion of the Credit Application, "FINPROSPERA" explained the treatment that will be given to your personal data through the delivery of a Privacy Notice, in terms of the Federal Law of Protection of Personal Data in Possession of Individuals, where it is indicated, in addition to the treatment that will be given to your personal data, the rights of access, rectification, cancellation, opposition, revocation, limitation in the use and/or disclosure that you have and the way how you can enforce them.

### **III. Joint Statement:**

The "PARTIES" accept that in the expression of their wills there is no fraud, error, bad faith or any other will defect that could invalidate it. Likewise, they mutually recognize each other's personality, being their will to enter into this "CONTRACT", therefore, free of any physical or moral coercion, they bind themselves according to the following:

## CLAUSES

FIRST - <u>Definitions:</u> For the purposes of this Agreement, terms written with a capital initial in the text of this document are defined terms and shall have the meaning assigned to them correlatively below, regardless of whether they are

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used in the singular or plural, unless a different meaning is specifically attributed to them.

"FINPROSPERA", has the meaning assigned to such term in the foreword of this Agreement. "The Borrower", has the meaning assigned to such term in the foreword of this Agreement. "Exhibits", means collectively, all the exhibits to this Agreement which, duly signed by the parties hereto, form an integral part hereof.

"File or Record" means the set of data and documents that are kept or stored in printed format or in electronic, optical or any other technological media, provided that, in the latter media, it is ensured that the information has been kept complete and unaltered from the time it was first generated in its definitive form and is accessible for subsequent consultation, with the purpose of integrating, preserving and evidencing the Entities' Operations.

"Global Balance Basis", is the interest calculation method indicated by "The Borrower" in the Credit Application and which will serve as the basis for the calculation of the financial burden of the "Credit" in accordance with the provisions of this "Agreement".

"Unpaid Balance Basis" is the interest calculation method indicated by "The Borrower" in the Credit Application and which will serve as the basis for the calculation of the financial burden of the "Credit" in accordance with the provisions of this "Agreement".

**<u>Renewal Consent</u>** is the document containing an instruction from "The Borrower", which indicates the way in which the resources of the "Credit" shall be distributed and applied: a) the prepayment of other credits subscribed by "The Borrower" with "FINPROSPERA"; B) the prepayment of other credits subscribed by "The Borrower" with another entity of the financial sector and/or commercial company that grants credits.

c) directly to the bank accounts of "The Borrower" in any credit institution of which "The Borrower" is the holder.

"Agreement", means this Credit Opening Agreement, the Cover Sheet and its Exhibits.

"The amount indicated on the Title Page of this Agreement and in accordance with the same will be delivered to "The Borrower" by "FINPROSPERA". "Recipient", the person designated by the Issuer to receive the Data Message, but who is not acting in the capacity of Intermediary with respect to such Data Message.

"Business Day", means any day, except Saturday, Sunday, and any day which in Mexico is a mandatory day of rest or a day on which Credit and Banking Institutions are authorized or obliged by any applicable legal provision, to keep their doors closed for the rendering of services to the general public.

"Digitalization" Migration of printed documents to data messages, in accordance with the provisions of the official Mexican standard on digitalization and preservation of data messages issued for such purpose by the Secretariat.

"General Provisions" has the meaning assigned to such term in paragraph e) of Section I of the Declarations chapter of this Agreement. "Device", the equipment that allows access to the worldwide network called Internet, which may be used to enter into contracts and carry out Transactions. "Issuer", any person who, according to the Data Message, has acted in its own name or on whose behalf such message has been sent or generated before being filed, as the case may be, but who has not acted as an Intermediary. "Statement of Account", means the document that contains the summary transcription of the operations between the Borrower carried out and

**Credit no:** \_ FINPROSPERA during the month imn**orda**tely prior to the month of its issuance, including (i) the

accrued interest, (ii) the pay **0720**s made by the Borrower for the amortization of the principal amount of the Credit, Ordinary Interest, Administration Fees, VAT and, if applicable, Default Interest and Collection Expenses, (iii) the unpaid balance of the Credit at the date of its issuance and, (iv) the other information set forth in Articles 33, 34, 35 and 36 of the General Provisions. **"Bank Statement"**, means the document containing the data of the bank account of the Borrower, in which the authorized Credit will be deposited or transferred, understanding as data the bank account number, electronic bank account number "CLABE" and name of the Borrower.

"Maturity Date" means the last Payment Date.

"Payment Dates", means each of the dates on which the Borrower must pay FINPROSPERA the amounts corresponding to each of the amortizations of the principal amount of the Credit, as well as the amounts corresponding to Ordinary Interest, Administration Fees, VAT and, if applicable, Default Interest and Collection Expenses, as provided in this Agreement.

"Electronic Signature", The traits or data in electronic form consigned in a Data Message, or attached or logically associated to the same by any technology, which are used to identify the Signatory in relation to the Data Message and indicate that the Signatory approves the information contained in the Data Message, and which produces the same legal effects as the autograph signature, being admissible as evidence in court.

"Advanced or Reliable Electronic Signature" That Electronic Signature that complies with the requirements contemplated in sections I to IV of article 97 of the Code of Commerce.

In those provisions that refer to Digital Signature, this shall be considered as a kind of Electronic Signature.

"Signatory" The person who holds the signature creation data and who acts on behalf of himself or the person he represents.

"Geolocation", means the geographical coordinates of latitude and longitude in which the Device is located. "Banking Business Hours", means the hours of

service to the Borrower by any Banking Institution. "Technological Infrastructure" means

"Technological Infrastructure" means the computer equipment, data processing and communications facilities, communications equipment and networks, operating systems, databases, applications and systems used by the Entities to support their operations.

"Ordinary Interest" has the meaning assigned to such term in Clause Five (5.1) of this Agreement.

<u>"Default Interest"</u> has the meaning assigned to such term in Clause Five (5.1) of this Agreement.

"Data Message" Information generated, sent, received or stored by electronic, optical or any other technology.

"Novel Model" means a model that uses technological tools or means for the rendering of financial services with modalities different from those existing in the market at the time the temporary authorization referred to in the Law to Regulate Financial Technology Institutions is granted.

"Promissory Note" has the meaning assigned to such term in the Fourth Clause of this Agreement. "Advance Payment", means the partial or total payment, which is not yet due, applied to cover periodic payments of the respective credit, immediately following.

### "Advance Payment" means the partial or total payment of the Unpaid Balance of a loan, prior to the date on which it becomes due;

"Installments" refers to each of the payments to be made by the "Borrower" with respect to the "Credit", which will be calculated by dividing the "total amount to be paid" by the number of "installments" indicated in the term section of the credit indicated on the "Face Sheet". "Credit Application", is the document in which the Borrower states his/her general information, as well as complementary information and with which he/she requests the "Credit" to FINPROSPERA. FINPROSPERA with the credit application begins the first diligences of knowledge of the prospect and/or the Borrower, as well as the study to analyze the viability of the Credit.

"Unpaid Balance" is the remaining amount pending payment by the Borrower, after each amortization or payment of a Partial Payment, information that is contained in the Amortization Table, as well as in the respective "Account Statements".

"Amortization Table": The document containing the financial information of the "Credit", that is to say, the payment schedule with the breakdown of amounts and concepts, which is delivered at the beginning of the legal relationship that covers the "Credit" and, if applicable, when there are prepayments and/or renewal.

"Default Interest Rate" has the meaning assigned to such term in Clause Five (5.1) of this Agreement.

Ordinary Interest Rate" has the meaning assigned to such term in Clause Five (5.1) of this Agreement.

"Terms and Conditions" means the legal bases and representations that the Entities establish with their Clients through computer applications, interfaces, Internet pages or any other means of electronic or digital communication in a format established by the Entity itself for the conclusion of Transactions, activities or services with them.

# SECOND: Object of the Contract.

FINPROSPERA grants the Credit in favor of the Borrower for the amount that appears on the title page as "AMOUNT OF THE CREDIT" or in the Renewal Consent as AMOUNT OF THE NEW CREDIT. The Borrower agrees with the amount of the credit and is obliged to comply with the terms and conditions agreed in this Contract and in the title page, being obliged to reimburse FINPROSPERA the amount of the credit plus the Ordinary Interests, Commissions for Administration, taxes including any Collection Expenses and/or Moratorium interests that are stipulated or generated by virtue of this Contract until the day of the liquidation of the total amount of the credit.

For the purposes of the Agreement, "Cover Sheet" means the document that is an integral part of the Agreement, in which the information of and/or related to the Credit and/or that indicated in the Agreement is set forth.

#### THIRD: Disposition of the Credit.

FINPROSPERA will deliver, within three working days after the signature of this Contract, a bank reference of timely payment at the teller window or electronic transfer for an amount equivalent to the Credit Amount, in the bank account of the Borrower established in its "BANK ACCOUNT STATEMENT" or in the "CONSENT FOR RENEWAL" form, as the case may be.

The Borrower shall draw down the Credit in a single payment at any branch of BBV BANCOMER, S.A. Institución de Banca Múltiple, Grupo Financiero, BBVA Bancomer, within ten calendar days after the credit authorization date. BBV BANCOMER, S.A. Institución de Banca Múltiple, Grupo Financiero, BBVA Bancomer, with the Reference and a valid official identification for the collection. In case the Borrower does not collect the Credit within the term established in this clause, the Credit will be automatically cancelled without any responsibility for FINPROSPERA.

The Borrower will use the CREDIT AMOUNT to cover its own liquidity needs.

## FOURTH: Promissory Note.

The Borrower hereby subscribes in favor of FINPROSPERA a promissory note for the total amount to be paid, including the amount of the loan plus the Ordinary Interests, Administration Fees, taxes including any Collection Expenses and/or late payment interests that are stipulated or generated by virtue of this Contract until the day of the liquidation of the total amount of the loan, (hereinafter the "Promissory Note") and which in turn documents the disposition made by the Borrower on the Amount of the Loan. FINPROSPERA will return the original Promissory Note to the Borrower, once the total payment of the loan has been made according to the contract, within 30 (thirty) calendar days after the Borrower requests it to FINPROSPERA.

The Borrower knows and understands that the execution and delivery of a copy of the Promissory Note does not constitute payment, novation, modification or extinction of the obligations with respect to the receipt of the amount of the loan.

The Borrower hereby authorizes FINPROSPERA to assign, endorse, pledge or negotiate in any form, before its maturity, the Promissory Note, pursuant to the terms of Article 299 of the General Law of Credit Instruments and Transactions (Ley General de Títulos y Operaciones de Crédito).

# FIFTH: Payment Obligations:

5.1. Payment of the Credit: The Borrower agrees to pay FINPROSPERA:

a. <u>The principal amount of the Credit</u> in successive amortizations, each in the amount and on the Payment Dates correlatively set forth on the Face of the Agreement or in the Renewal Consent and in the amortization table set forth in the promissory note, as indicated in Clause Four of this Agreement.

b. <u>Ordinary interest</u>, at the annual fixed rate indicated on the Face. The payment of interest may not be demanded in advance, but only for overdue periods and in accordance with the provisions of subsection 5.4 (a) of this Clause.

c. FINPROSPERA, during the term of this Agreement, will not modify the ordinary interest rate of the loan, nor the commissions established in paragraphs c) and e) of this clause.

d. <u>The Administration Fee</u>, in successive amortizations, each one for the amount and on the Payment Dates that are correlatively established on the Face of this Agreement and in accordance with the provisions of paragraph b) of section 5.4 set forth in this Clause.

e. In <u>the</u> event that any amount that the Borrower must pay in terms of this Agreement is not paid in full on the corresponding date, the Borrower is obliged to pay default interest on the unpaid balance of the amount of the Credit (the "Default Interest"), at an annual rate equivalent to the result of multiplying the Ordinary Interest Rate by 2 (two) ("Default Interest Rate") and in accordance with the provisions of subsection c) of section 5.4 of this Clause. The Default Interest Rate will be calculated as from the day following the Payment Date on which the The amount due has been paid **0720** and until the date on which the unpaid amount is actually paid.

Default Interest will be paid by the Borrower on any date at FINPROSPERA's request.

f. <u>Collection Expenses</u>, in the event that any amount that the Borrower must pay under the terms of this Agreement is not paid in full on the corresponding date, the Borrower will be obligated to pay FINPROSPERA for Collection Expenses an amount corresponding to 20% of the amount of the corresponding overdue payments, on the date on which the collection of such overdue and unpaid amounts is made.

g. <u>Value Added Tax</u> (hereinafter the "VAT") or any other applicable tax levied on the Interest for the Period (hereinafter the "VAT on the Interest for the Period") and the fees provided for in the Agreement.

The amount of the Installments will be the same for each one of them, which is indicated on the Face Sheet as "Amount", and they must be paid by the Borrower consecutively and uninterruptedly, and in accordance with the number, frequency and payment dates indicated on the Face Sheet.

In the event of a change in taxes, the amount of the Installments may vary, which, if applicable, will be made known to the Borrower through the account statement or in writing through the posting of notices in places open to the public at FINPROSPERA's branches.

## 5.2 Application of Payments and Date of

Accreditation. The order of priority in the application of the payment of debts made by the Borrower shall be as follows: a) Expenses and costs derived from this agreement, if applicable; b) Value Added Tax on late payment interest; c) Late payment interest; d) Value Added Tax on ordinary interest; e) Ordinary interest; f) Past due principal; and g) Current principal.

The payment of interest may not be demanded in advance, but only for overdue periods. Crediting Date; any payment that, in terms of the contract, is made by or on behalf of the Borrower, will be credited on the same day on which they are available in FINPROSPERA's account.

# 5.3. Advance Payments and Settlement and Advance Payments.

#### Advance Payments.

The Borrower may make partial payments on account of principal or even liquidate the unpaid balance of the Credit (Early Settlement) before the Maturity Date, as long as the amount of the payment is less than the equivalent of 900,000 UDIS, it is current with all its obligations derived from this contract, the amount of the early payment is for an amount equal to or greater than the payment to be made in the corresponding period, as provided in Article 21 of the "General Provisions" and it gives prior notice through the following means: i) At any FINPROSPERA branch office by presenting your Current Official Identification. ii) By telephone at the telephone number indicated in the Title Page of this Contract or at the telephone number indicated in Clause Eight (8.3) iii) By e-mail at info@midinerito.mx. Likewise, the Borrower must indicate to FINPROSPERA the origin of the resources with which the extraordinary payment will be made, presenting physical evidence of such.

Payments made prior to the date on which they become due in respect of the Credit will be considered as prepayments and not as advance payments.

Prepayments will be applied exclusively to the "Outstanding Balance" of the "Credit". When the amount of the

If the amount of the advance payments is not sufficient to amortize the "Outstanding Balance" of the "Credit" in its entirety, FINPROSPERA will reduce the amount of the outstanding periodic payments and must calculate the amount of interest to be accrued, based on the new "Outstanding Balance" of the "Credit".

Once FINPROSPERA has received the notification from the Borrower, in accordance with the provisions of this Clause, FINPROSPERA will provide the Borrower with an early settlement form together with a bank reference with which the Borrower must pay the corresponding amounts within the period stipulated in the early settlement form. Once the corresponding payment has been made in due time and form, FINPROSPERA will make available to the Borrower the No Debt Certificate and will deliver the Promissory Note, within ten working days after the payment of the debts has been made or on the following cut-off date.

The early liquidation, before the expiration of six months from the date the Credit was granted, will generate an early liquidation fee, established in paragraph 5.4 (c) of Clause Five of this Agreement.

The Borrower shall keep the proof of payment for any doubt or clarification.

## Advance Payments.

When the "Borrower" so requires, FINPROSPERA must receive payments that are not yet due, in order to apply them to cover the following immediate periodic payments. When the amount of the payment is greater than the amount to be covered in a "Partial Payment". FINPROSPERA must obtain from the "Borrower" a written document with a handwritten signature that includes the following legend: "The "Borrower" 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 periodic payments of the immediate following "Credit". When FINPROSPERA receives the payment not yet due of the "Partial(s)" or lower amounts, the aforementioned writing will not be necessarv."

#### 5.4. Interest and Commission Calculation Method.

 a. <u>Ordinary Interest</u>, Based on Balloon Balances. The Annual Ordinary Rate is multiplied by the Total Amount of Credit and divided by 12 for monthly payments, among

24 for biweekly payments and 52 for weekly payments, to obtain the amortization interest. This in turn is multiplied by the number of payments indicated in "Credit Term" on the face of this agreement to obtain the total amount of interest payable on the Credit. Based on Unpaid Balances. The Ordinary Annual Rate on the unpaid and unmatured principal balance; the ordinary interest will be calculated by multiplying the unpaid balance of the credit granted by the fixed annual interest rate referred to above, dividing the result of the product by 360 days, thus obtaining the daily amount of interest. The daily amount of interest will be multiplied by the number of days actually elapsed during each period in which interest is accrued.

b. <u>Administration Fee</u>. It is the result of the product of the Total Amount of Credit by .17%. This fee will be charged once for each amortization made in accordance with the provisions of the Cover Page of this Agreement, i.e. weekly, biweekly or monthly.

c. <u>Early Settlement Fee:</u> 20% of the unpaid balance will be charged if the Borrower makes an early settlement before six months have elapsed from the date the Credit was granted.

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d. Interest in arrears: The Annual Ordinary Rate is multiplied by 2 to obtain the Annual Moratorium Rate, this is divided by 360 to obtain the daily moratorium rate. The daily moratorium rate is multiplied by the number of days elapsed from the last amortization date paid until the day of full payment of the loan.

# 5.5. Place of Payment and Means of Payment.

All payments shall be made according to the provisions set forth on the Cover Page of this Agreement, such payments shall be made through payroll deduction from the salary received by the Borrower, and in accordance with Article 98 of the Federal Labor Law, for which the Borrower shall issue a Letter of Authorization and instruction by which he irrevocably instructs his Employer to pay and deliver each and every one of the corresponding Partial Payments to FINPROSPERA on behalf of the Borrower and the salary received by the Borrower. Said Letter of Authorization and Instruction is attached to the Contract as Annex 2 and is an integral part of the same. The above by virtue of the Collaboration Agreement entered into between FINPROSPERA and the Employer.

By virtue of the foregoing, the Borrower assumes the following obligations:

a. Provide FINPROSPERA with truthful information regarding its payroll perceptions and deductions, so that the Employer can deliver to FINPROSPERA the amounts corresponding to the installments indicated on the Contract Title Page.

In the event that the Employer has not delivered to FINPROSPERA the amount corresponding to the installment, the Borrower is obligated to immediately pay the missing amount to FINPROSPERA in accordance with the provisions of this same clause.

b. To prove to FINPROSPERA, at any time, the payments made through its payroll or direct in the bank account mentioned later in this same clause, therefore, it must keep the payroll receipts that record the withholdings made by the employer or proof of the deposit slip since they will be the only means to prove to FINPROSPERA the payments made by the Borrower,

c. Inform FINPROSPERA immediately when the existing work relationship with the employer is terminated for any reason, including but not limited to, dismissal, resignation or retirement, separation due to leave of absence or interim. In this case, the Borrower expressly authorizes in the Letter of Authorization and instruction to the employer to withhold from its liquidation or settlement, the amount corresponding to past due balances, commissions or pending expenses and the Unpaid Principal Balance of the amount of the credit as of the date of the event of the termination of the labor relationship or separation, in order for such amount to be delivered to FINPROSPERA to liquidate the existing credit.

In the event that there is still an outstanding balance or the employer ignores the Letter of Authorization and Instruction, the Borrower agrees to provide the information of a bank account that has been opened in any Bank so that the payment of the outstanding installments (Operation known as Domiciliation of Payments) or any overdue balance may be charged to that account. Likewise, the Borrower authorizes FINPROSPERA to provide the Bank with the data corresponding to the amount of the charges to be made in the Borrower's account. It is understood that the present authorization will subsist until the Borrower communicates the contrary to FINPROSPERA, and in the understanding that

In this case, the Borrower is **072** to make the payments in accordance with the provisions hereinafter set forth.

In the event that the payments of the Credit cannot be made in accordance with the provisions of this clause, the Borrower must pay or deposit the amount of the amortizations of the Credit in the periodicity indicated in the Title Page of this Contract, as well as any outstanding balance, without previous requirement, in Business Hours of the Payment Date directly at Banco BBVA, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer in the name of FINPROSPERA SAPI de CV, SOFOM. ENR with the Personal Reference that may be requested at any time at the telephone number indicated on the Cover Page of this Contract, via email info@midinerito.mx or finally at any FINPROSPERA branch.

In the event that the payment day stipulated in the Title Page of this Agreement is a bank holiday, the payment may be made on the following bank business day, without this representing a penalty for the Borrower.

#### 5.6 Causes of Early Expiration.

FINPROSPERA may terminate the Credit in advance and demand the immediate payment of the unpaid balance thereof, including any accrued and unpaid interest, its legal and conventional accessories and other amounts payable, without the need for prior judicial declaration in accordance with the provisions of this Agreement, in any of the cases provided by Law and, in addition, in the following cases:

**a.** Lack of timely payment by the Borrower of any amount payable to FINPROSPERA in accordance w it h the provisions of this instrument, including without limitation, any amortization of the Credit, Administration Fee, Collection Expenses, Ordinary Interest, Default Interest and taxes.

**b.** If the Borrower fails to comply with any of its obligations under this Agreement.

c. If the statements, information and/or documentation provided to FINPROSPERA turns out to be false.

**d.** If the assets of the Borrower are subject to any seizure decreed by any authority.

e. If the Borrower is declared bankrupt or in bankruptcy.

f. In the other cases provided for in the Contract or by the applicable Laws.

In any of these cases, FINPROSPERA may terminate the Credit in advance, by means of a simple written notice to the Borrower, without the need for prior judicial declaration, and the credit will be fully payable in its entirety from that moment on.

## 5.7 Early Termination of the contract.

The Borrower may request FINPROSPERA, at any time, the early termination of the Contract, for such purpose: (i) must present a written request at FINPROSPERA's domicile, indicated in the Title Page of this Contract; (ii) FINPROSPERA will deliver to the Borrower an acknowledgement of receipt, FINPROSPERA making sure of the authenticity and veracity of the Borrower making the respective termination request; iii) FINPROSPERA must, no later than the business day following the reception of the termination request, communicate to the Borrower the amount of the debts and within the five business days following the request will make such information available at the branch office chosen by the Borrower; iv) the Borrower must make the payment corresponding to the total of the outstanding debts to FINPROSPERA, according to the terms established in this Clause. FINPROSPERA must make available to the Borrower a certificate of non-debt in accordance with the provisions of this Clause.

#### 5.8 Executive Title.

In terms of Article 48 of the General Law of Credit Organizations and Auxiliary Activities (LGOAAC), this Agreement together with the Account Statement certified by the accountant duly authorized by FINPROSPERA, will be enforceable without the need of signature acknowledgement or any other requirement, therefore, in the event of default by the Borrower or in case of early maturity, FINPROSPERA will be entitled to sue in a Mercantile Executive proceeding or the most convenient one for FINPROSPERA.

#### SIXTH. Changes in the Information of the Accredited.

The Borrower must communicate to FINPROSPERA any modification to the information that the Borrower has provided to FINPROSPERA in the terms of the Credit application, regarding his/her person, financial situation and assets, within a term that in no case will exceed seven (7) Business Days counted from the date in which such modification has been verified.

# SEVENTH. Modification to the Contract.

The parties agree that this Agreement and its annexes may be modified, prior notice given by FINPROSPERA to the Borrower, at least 30 (thirty) calendar days prior to the date on which the modifications are to take effect, such notice will be made known to the Borrower in the available Account Statement, indicating in a notorious manner the date on which the respective modifications will take effect.

In the event that the Borrower does not agree with the modifications to the Contract and its annexes, he/she may request FINPROSPERA the early termination of the Contract, without any liability, such request must be made in writing at any of our branches within 30 (thirty) calendar days after the above mentioned date, after such term if FINPROSPERA has not received any notification from the Borrower, the modifications will be considered as accepted and the Borrower will have to pay the total amount owed to FINPROSPERA, according to the terms and conditions agreed upon.

# EIGHTH. Accredited Attention Service.

# 8.1. Inquiries, Clarifications and Complaints.

In case of disagreement or clarification, the Borrower may express it by telephone at the telephone number indicated in this Clause (8.3) below, during the aforementioned hours or in writing to the e-mail address info@midinerito.mx\_ Said disagreement will be attended within a term no longer than 3 business days after the date of receipt of the document.

#### 8.2. Account Statements.

The Borrower may at any time request his/her Account Statement free of charge through the following means: i) At any FINPROSPERA branch office by presenting his/her valid Official Identification, ii) By telephone at the telephone number indicated on the Cover Page of this Contract or at the telephone number indicated in this Clause (8.3), iii) By e-mail at the address info@midinerito.mx.

FINPROSPERA shall deliver the Account Statement no later than two business days after the Borrower's request in writing via e-mail, fax or at the preferred branch of the Borrower.

The Borrower shall have 90 calendar days from the date of receipt of the Account Statement to submit in writing any clarification or disagreement, claim or complaint regarding the information contained therein, to the area of attention to Borrowers whose information is contained in this clause (8.3) of this contract.

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#### 8.3. Attention to Users.

The information of the Specialized Unit of Attention to Users, whose purpose is to attend and solve any doubt, consultation, disagreement or suggestion that the Accredited may have, is as follows:

#### Name: FINPROSPERA, S.A.P.I. De C.V., SOFOM, E.N.R.

Address: Galileo 317 despacho 101, Col. Polanco Reforma Alcaldia. Miguel Hidalgo, C.P.: 11550 Mexico City Telephone: 01 (55) 15 18 03 96

Web page: <u>www.midinerito.mx</u> E-mail: info@midinerito.mx

# NINTH: Addresses and notifications.

The parties designate as their domiciles for all types of notifications, judicial and extrajudicial, the following:

FINPROSPERA: Galileo 317 interior 101, Col. Polanco Reforma Del. Miguel Hidalgo, C.P.: 11550 Mexico City.

**THE ACCREDITED:** The party indicated in the Application which is an integral part of this instrument.

All correspondence shall be addressed and all notifications shall be made at the addresses indicated above, unless either party notifies the other of its change of address, in which case, correspondence shall be addressed and notifications shall be made at the new address. Notifications between the parties shall be deemed to have been made when made by registered mail with acknowledgment of receipt, in person with acknowledgment of receipt or in any other reliable manner, except in the event that they are sent by electronic means, in which case, the provisions of the following paragraph shall apply.

## TENTH. Assignment.

The Borrower expressly waives the right established in its favor in the second paragraph of article 299 of the General Law of Credit Instruments and Operations (LGTOC) in case FINPROSPERA assigns or discounts the credit. In no case may it assign all or part of the rights and obligations that in its favor and charge derive respectively from this Agreement.

FINPROSPERA may assign or transfer all or part of the rights of the loan, and the collection and/or administration rights arising from the Contract without the need to notify the Borrower, as long as FINPROSPERA retains the administration and/or collection of the loan. In the event that FINPROSPERA ceases to carry out the administration and/or collection of the loan, a written notification to the Borrower will be sufficient.

# FOURTEENTH. Annexes.

All annexes to this Agreement, duly signed by the Borrower, are an integral part of this Agreement.

## TWELFTH. Titles of the Clauses.

The headings included in each clause of this Agreement are for reference and ease of use only and shall have no bearing on the legal interpretation thereof.

# THIRTEENTH. Applicable Law.

This Agreement shall be governed by the laws applicable in the United Mexican States.

# FOURTEENTH. Jurisdiction.

For the interpretation and fulfillment of this Agreement, the parties expressly submit to the jurisdiction and competence of the Courts of Mexico City, waiving any other jurisdiction that, due to their present or future domiciles, may correspond to them.

# FIFTEENTH. Privacy Notice.

FINPROSPERA S.A.P.I. DE C.V., SOFOM, E.N.R. with Fiscal address at Galileo 317 despacho 101, Col. Polanco

Reforma Alcaldia. Miguel Hidal**072()**.P.: 11550 Mexico City, is the entity responsible for the treatment of the personal data it collects and is obliged to treat my data for the purposes indicated below.

- I. Purpose of the processing of personal data. As well as the applicable criminal penalties. Finally, FINPROSPERA has implemented internal policies and processes applicable to its personnel, through which personal data are used by a minimum of people, limiting the use of reproduction media, and generating the obligation to destroy all those copies or reproductions of documents containing personal data that are not strictly indispensable for the adequate performance of the functions of FINPROSPERA's personnel, as well as the prohibition to extract from FINPROSPERA's offices any type of information containing personal data.
- Means to exercise the rights of access, 11 rectification, cancellation or opposition, The Accredited owner of the personal data may exercise his rights of access, rectification, cancellation or opposition by submitting a request in terms of article 29 of the Federal Law of Protection of Personal Data Possession of Private Parties. in at FINPROSPERA's own address, addressed to FINPROSPERA, S.A.P.I. de C.V., SOFOM, E.N.R.. person through whom the application will be processed. FINPROSPERA will communicate to the Borrower, at the latter's address, within a maximum term of 20 (twenty) calendar days, extendable in terms of law, counted from the date of receipt of the request, the determination adopted, for all the legal effects that may apply. The revocation of consent may be made under the same terms of the preceding paragraph, by means of the respective cancellation request.
- III. Transfer of personal data. FINPROSPERA informs the Accredited by means of this notice that it may transfer personal data to national or foreign third parties, in the following cases:
  - a. When it decides to assign to a third party, by any legal means, the collection rights it has against the Borrower.
  - b. When it requires a third party to provide services or advice regarding the Borrower's creditworthiness, including investigation of the Borrower's assets and debts.
  - c. When a third party is required to provide services or legal advice related to the implementation of FINPROSPERA's financing or the administration and extrajudicial collection and exercise of legal actions.
  - d. When required by the manufacturer, supplier or distributor of the good to which the financing granted relates.

In all cases FINPROSPERA will inform third parties of the content of this privacy notice.

IV. Changes to the privacy notice.

The purpose of the processing of the personal data to be collected is (i) to analyze the creditworthiness of the Borrower; (ii) to incorporate them in the legal instruments required for the formalization of the financing that, if applicable, is granted, as well as the legal instruments accessory to the financing; (iii) use them in any type of judicial and/or extrajudicial collection act or diligence; (iv) contact the Borrower to offer financial products and services, and (v) elaborate statistics and reports of the services rendered by FINPROSPERA in order to keep an internal control of such services as well as for the timely follow-up of the same.

#### RECA Registration: 13762-439-028813/07-02329-V.Options and means that FINPROSPERA offers to in which case FINPROS

confidentiality

information,

limit the use or disclosure of personal data. In order to

limit the use or disclosure of personal data,

FINPROSPERA safeguards such personal data

under computer programs with limited access

through the use of passwords with high security

specifications, only to persons who, due to their

functions, are authorized to do so. Regarding physical

documents containing personal data, FINPROSPERA

keeps them in locked files, to which only personnel

authorized to do so by reason of their duties have

access. FINPROSPERA uses the same security

measures in the case of personal data contained in

electronic media as in physical documents, as those

applied to its own information. Likewise,

agreements with all its personnel, in which it is

contemplated that the personal data to which it has

access in the exercise of its functions, is

confidential information and, therefore, in case of

FINPROSPERA will be liable to pay damages.

In the event thatFINPROSPERA needs to modify the

content of this privacy notice, it will inform the

Accredited in order to obtain their consent regarding

The foregoing shall be done by making available to

the Borrower the new privacy notice, applying the

provisions of the Federal Law for the Protection of

Personal Data in Possession of Individuals, for the

manifestation of the Borrower's will, which shall apply

only to the aspects of the processing of personal data

other than those already consented to this privacy

SIXTEENTH. Additional Obligations of the

The Borrower is obliged to make any payment related to the

Credit in accordance with the provisions set forth in Clause

Five of this Agreement, therefore, the Borrower shall not

deliver for any reason and for any reason whatsoever,

cash, checks, promissory notes, goods, securities and/or

documents, which are not indicated in this Agreement, to

FINPROSPERA's personnel. In case of non-compliance with

this provision, FINPROSPERA will not be responsible for

The Borrower is obligated before FINPROSPERA to duly

comply with the obligations derived from this Contract,

even in the event of acts of God and/or force maieure.

The Borrower hereby expressly states its express

The Borrower also states that FINPROSPERA

informed him, prior to the signing of this Contract, of its

content and scope, and that at the time of signing the

Contract a copy of the Contract is delivered to the

NINETEENTH. Additional Operations and Services.

This contract does not contain operations or additional

The Borrower has a grace period of ten working days after

the signing of this "CONTRACT" to cancel it, without any

SEVENTEENTH. Act of God or Force Majeure.

consent to the provisions of this Agreement.

confidential

such

the new treatment of their personal data.

subscribes

FINPROSPERA

disclosing

notice

Borrower.

such deliveries.

Borrower.

**EIGHTEENTH. Declaration.** 

services charged to the Borrower.

TWENTY SEVENTH. Cancellation.

liability for him, provided that

in which case FINPROSPERA will not be able to charge any commission whatsoever.

# TWENTY-FIRST. Renewals. FINPROSPERA and

the "Borrower" at the request of the "Borrower" and with the consent of FINPROSPERA may enter into renewals of the "Contract" (the "Renewals" or "Renewal"), for the same "AMOUNT OF CREDIT", as well as with the same financial conditions indicated in the "Cover Page" by means of the subscription of the "CONSENT FOR RENEWAL" form.

which is also attached as an annex to this "Contract", being the same or any other manifestation of express consent permitted by the applicable legislation in force, where the new "AMOUNT OF THE CREDIT" and term of the same is indicated, in the understanding that (i) such "Renewal" shall in no way constitute or should be construed as a novation of the "Contract", (ii) FINPROSPERA will assign a new "Credit" identification number, for administrative purposes but with reference to the "Credit" that was renewed, (iii) the resources of the "Renewal" of the "Contract" will be applied to the payment of any indebtedness at the time of the corresponding "Renewal", and (iv) the "Renewal" will constitute for FINPROSPERA a credit right different from the credit right prior to the "Renewal".

# TWENTY SECOND. <u>Electronic, optical or any other</u>

technology. In the event that this Agreement is formalized by electronic, optical or any other technology (data message), through any device and with prior consent of geolocation of the device, the Borrower shall accept the agreed terms and conditions, likewise the application, cover page, promissory note, contract and other documents that are formalized by data message shall have full legal effect and shall have full evidentiary value, in accordance with the provisions of Title Two of the Commercial Code "Electronic Commerce". Likewise, all documents shall meet the requirements that must be observed for the conservation of data messages and digitalization of documents, in accordance with the Mexican Official Standard NOM-ISI-SCFI-2016.

## TWENTY-THIRD. Validity.

The term of this Agreement shall commence as of its execution date and shall terminate on the date of payment of the last installment or on the day on which the obligations that, in terms of the Agreement, the Borrower incurs at its own expense, are fully complied with.

Mexico City, on \_\_\_\_ of \_\_\_\_ of \_\_\_\_

The parties acknowledge the scope and effects of the Contract, being bound by each and every one of the terms set forth herein, therefore, they sign it in Mexico City and on the Date indicated on the Title Page of this Contract. Place and date to be considered for all legal purposes as the place and date of signature of the Contract.

"FINPROSPERA"
- Shipe
FINPROSPERA, S.A.P.I. DE C.V., SOFOM, ENR LEGAL REPRESENTATIVE
"ACCREDITED"
(FULL NAME AND SIGNATURE):

RECA Registration: 13762-439-028813/07-02329-

0720

# ADDITIONAL AUTHORIZATIONS.

The Borrower expressly authorizes FINPROSPERA S.A.P.I. de C.V., SOFOM, E.N.R. so that the information provided in this Contract, as well as in the Credit Application may be used for marketing or advertising purposes, as well as to receive any type of publicity. In this act the Borrower expressly states that he/she is aware of the scope and content of this authorization and declares that he/she has not been conditioned by FINPROSPERA in any way to consent to it.

"ACCREDITED "

# (FULL NAME AND SIGNATURE):

# AUTHORIZATIONS TO REQUEST CREDIT REPORTS

I hereby expressly authorize FINPROSPERA SAPI DE C.V., SOFOM E.N.R., through its authorized officers, to carry out investigations on my credit behavior in any SOCIEDAD DE INFORMACIÓN CREDITICIA (SIC).

Likewise, I declare that I know the nature and scope of the credit reporting companies and the information contained in the credit reports and special credit reports, I declare that I know the nature and scope of the information that will be requested, the use that FINPROSPERA SAPI DE C.V., SOFOM E.N.R., will make of such information and that FINPROSPERA SAPI DE C.V., SOFOM E.N.R., will be able to make periodic inquiries about my history, consenting that this authorization is valid for a period of 3 years counted from its issuance and in any case during the time that the legal relationship is maintained.

Authorization for: Natural Person (PF) \_\_\_\_\_ Individuals with Entrepreneurial Activity (PFAE) \_\_\_\_\_

RFC:		
CURP:		
	Street, No. Ext, No. Int:	
	Cologne:	
Address:	Municipality:	
	Status:	
	Zip Code:	
	House.	
Telephone(s)	Office:	
	Cellular:	
E-mail:		
Place where the authorization		
is signed:		
Date on which the authorization	1	
is signed:		
Name of Natural Person:		
Signature of Natural Person:		

I am aware and accept that this document remains under custody of FINPROSPERA SAPI DE C.V., SOFOM E.N.R. and/or the Credit Information Society consulted for the purposes of control and compliance with article 28 of the Law to Regulate Credit Information Societies; which states that the Societies may only provide information to a User, when the User has the express authorization of the Borrower by means of his/her signature.

For the exclusive use of the Company making the	a inquiry FINPROSPERA SAPI DE C.V., SOFOM E.N.R.
Name of the official collecting the authorization	
Date of SIC Consultation:	
SIC Consultation Folio:	

\_\_\_\_\_RECA Registration: 13762-439-028813/07-02329-DISCOUNT AUTHORIZATION

Mexico City, a: Name of the

Unit: Whoever corresponds:

(hereinafter "The Borrower"), in accordance with the provisions of Article 98 of the Federal Labor Law and Article 2,554 of the Federal Civil Code; hereby, in view of the employment relationship that "The Borrower" has with (hereinafter referred to as the "Employer") requests that:

a) From the salary received by "The Borrower", the amount of Ps.\_\_

in local currency, which was originated in charge of "The Borrower" for the credit opening agreement number	_(herei	inafter "Th	ne Agre	ement") e	ntered into
with FINPROSPERA S.A.P.I. de C.V. SOFOM E.N.R. (hereinafter "FINPROSPERA") on of	of	;	in	the	form
by means of consecutive and uninterrupted partial payments, each one in the amount of Ps	in	Mexican p	pesos, f	or such pu	urpose, the
"Employer" will determine the date from which the payment dates will run.					

b) The amounts referred to in paragraph a) above, are delivered, in the name and on behalf of "The Borrower", in favor of "FINPROSPERA", for the payment of the unpaid balance of the credit right originated in charge of "The Borrower" in accordance with "The Contract" (hereinafter the "Credit Right").

c) In the event that the employment relationship between "The Borrower" and "The Employer" is terminated or rescinded for any reason, "The Borrower" authorizes the payment, in the name and on behalf of "The Borrower", of the amount of the severance or settlement to which "The Borrower" is entitled, the amount that, in such eventuality, corresponds to the unpaid balance of the Credit Right and is delivered, in the name and on behalf of "The Borrower", in accordance with the provisions of paragraph b) above.

By virtue of the request hereby formulated by "The Borrower", it authorizes and instructs "The Employer", expressly and as an irrevocable mandate, to execute, to the extent applicable, the provisions of paragraphs a), b) and c) above.

In the event that the Credit Rights are transferred, "The Borrower" requests and, consequently, authorizes and instructs "The Employer" to deliver, in the name and on behalf of "The Borrower", to the person to whom the Credit Rights are transferred or to whom the latter may designate, in accordance with the written request made to "The Employer" and the provisions of paragraphs a), b) and c) above, the amounts coming from or coming from the salary of "The Borrower" or from the settlement or liquidation to which it is entitled, for the payment of the unpaid balance of the Credit Rights.

I hereby expressly authorize FINPROSPERA S.A.P.I. de C.V. S.O.F.O.M. E.N.R. to promote the discount of my payments for an amount NOT greater than 30%, derived from the credit commitments that I agree with them. I also declare that the purpose of the credit is for the acquisition, construction, repair, or improvement of my home and to improve the quality of life of my family, so that said discount does not affect my family budget.

"FINPROSPERA"	"C L I E N T E"
Ship	
FINPROSPERA, S.A.P.I. DE C.V., SOFOM, ENR LEGAL REPRESENTATIVE	(FULL NAME AND SIGNATURE):

Cred	t no:RECA Registration: 13762-439-028813/07-02329- CONSENTIMIENTO DE RENOVACIÓN
Accredited Name	Date:
Credit No. to be renewed:	New Credit No:
New Credit Amount:	
Finprospera S.A.P.I. de C.V. SOF of the Credit Agreement, I hereby Page and as of the date shown in the resources of the new loan that	a de Crédito Simple Renovable" (the <b>"Credit Agreement"</b> ), executed by the undersigned (the <b>"Borrower"</b> ) and OM ENR. ( <b>"FINPROSPERA"</b> ). By means of this document and in terms of the provisions of Clause Twenty One express my consent to renew the Credit Agreement granted under the same conditions set forth on the Cover the upper right margin. By means of this document, I authorize Finprospera S.A.P.I. de C.V. SOFOM ENR so that requested, be distributed as specified in the following paragraphs <b>a</b> ), <b>b</b> ), <b>c</b> ) and <b>d</b> ), with the purpose of liquidating the er with Finprospera S.A.P.I. de C.V. SOFOM ENR and/or with the
a) Amount to be paid on other receivable(s) wit	\$
h "FINPROSPERA:	Financial
b) Amount payable to other reference financial institutions	\$
Name of the financial institution of reference:	
DEPOSIT DATA	
Name of the Bank:	
Reference:	
Account:	
Branch	
Concept	
Payment deadline	
c) Difference in favor of the Borrower:	\$
d) Additional comments:	
responsibility to be correct, therefore corresponding payments for its to obligations	umber, payment reference and amount to be paid to said financial institution(s) are provided by me and that it is my e, in the event that due to an error or omission on my part, the referred credit is not paid in full, I agree to make the ial liquidation to said financial institution, releasing Finprospera S.A.P.I. de C.V. SOFOM ENR from the following mitting myself to timely cover the obligations contracted with Finprospera S.A.P.I. de C.V. SOFOM ENR according to
confirm and ratify each and every documentation, which shall continu entire agreement between the Borro	y confirmed that the renewal is made only with respect to the amount and bond set forth in the Credit Agreement; 2) one of the terms and conditions of the Credit Agreement (as renewed hereunder), all its annexes and other related e to be in full effect, and 3) acknowledge that the Credit Agreement (as renewed hereunder) represents the final and ower and FINPROSPERA, without the foregoing constituting a novation under the Credit Agreement, and that the Credit represents the final and entire agreement between the Borrower and FINPROSPERA, without the foregoing constituting ent and FINPROSPERA.

Credit no: \_\_\_\_\_\_ RECA Registration: 13762-439-028813/07-02329-0720 Accordingly: Finprospera S.A.P.I. de C.V. SOFOM ENR

ha 1

Signature of Legal Representative

The Accredited

Calle Galileo 317, interior 101, colonia Polanco Reforma, Alcaldía de Miguel Hidalgo, Mexico City; Telephone: 01 (55) 15 18 03 96; Web Page: www.midinerito.mx; E-mail: info@midinerito.mx

RECA Registration: 13762-439-028813/07-02329-

PAYMENT ANNEX 1

I HEREBY P A G A R E, \_\_\_\_\_\_\_(The "Subscriber"), unconditionally promise to pay to the order of FINPROSPERA, S.A.P.I. De C.V., SOFOM, E.N.R., (The "Beneficiary"), at its domicile, located at calle de: Galileo 317, interior 101, colonia Polanco Reforma, Alcaldía Miguel Hidalgo, C.P. 11550, Mexico City, or at any other place where payment is required, the principal amount of \$\_\_\_\_\_\_("Principal"), plus Ordinary interest (as such term is defined below). The sum payable shall be paid in consecutive amortizations on the dates and \_\_\_\_\_\_The amount payable shall be payable in consecutive installments on the dates and in the amounts indicated sequentially on the face of the agreement.

# "The Subscriber"

In addition to the total amount of "The Principal", "The Subscriber" shall pay to "The Beneficiary" on each payment date, ordinary interest, with respect to "The Principal", which shall be calculated in accordance with the provisions of paragraph a. of Section 5.4. Ordinary Interest, of Clause Five. Payment Obligations, on the subscription date (as such term is defined below) at an annual interest rate of % ( Percent) (The Ordinary Rate).

In the event that any amount of "The Principal" is NOT paid in full on the corresponding payment date, "The Principal" (i) will be due and payable on demand and (ii) "The Subscriber" promises to pay unconditionally to "The Beneficiary" default interest on the unpaid balance of "The Principal", at an interest rate equivalent to 2 (two) times the Ordinary Rate, payable on demand and shall be accrued from the date on which the payment of "The Principal" in question should have been made and until the date on which the payment of the unpaid balance of "The Principal" is actually made (the Default Interest).

Default Interest shall be calculated on the basis of one (1) year of three hundred and sixty (360) days, for the number of days actually elapsed. The amount of "The Principal" of this promissory note, the Ordinary Interests and the Delinquent Interests, if any, shall be paid by "The Subscriber", free and without deductions for any present or future taxes, contributions, deductions, charges or withholdings of any nature imposed or levied at any time by any competent political or fiscal authority. In the event that the law obliges the "The Subscriber" to make any such deductions or withholdings, then it shall be obliged to pay such additional amounts as may be necessary, so that the net amounts received by the holder of this promissory note are equal to the total amounts of Default Interest, if any, that may have been generated, the Ordinary Interest and the amount of "The Principal", as if the withholding or deduction in question had not been made.

All amounts that "The Subscriber" must pay under this promissory note shall be applied with their respective VAT in the following order: first to the Default Interest, if any, and then to the Ordinary Interest, then to the Commissions and finally to "The Principal". For all matters relating to the interpretation, application and execution of this promissory note, "The Subscriber" submits to the laws of the United Mexican States.

For the interpretation and performance hereof and for judicial demand for payment, "The Subscriber" expressly submits to (a) the jurisdiction and acknowledges the competence and jurisdiction of the competent courts of Mexico City and (b) waives any other jurisdiction to which it may be entitled by reason of its present or future domicile. For purposes of the provisions of Article 128 of the General Law of Credit Instruments and Operations, "The Subscriber" irrevocably extends the term of presentation of this promissory note for up to one year from the last Payment Date.

This promissory note is executed and delivered in Mexico City, Mexico, on \_\_\_\_\_

\_\_\_of \_\_\_\_of

"The Subscriber"