

ACCESSION AGREEMENT

ACCESSION AGREEMENT FOR THE TRADING SYSTEM CONSISTING OF THE INTEGRATION OF GROUPS OF CONSUMERS FOR THE ACQUISITION, CONSTRUCTION, REMODELING OR EXTENSION OF A REAL ESTATE, ENTERED INTO BY AND BETWEEN *TUCASA EXPRESS, S.A DE C.V.*, HEREINAFTER REFERRED TO AS "THE SUPPLIER" AND THE ONE DULY IDENTIFIED ON THE COVER PAGE HEREOF AND HEREINAFTER REFERRED TO AS "THE CONSUMER", AND FROM THE TIME OF AWARD SHALL BE REFERRED TO AS "THE AWARDEE", IN ACCORDANCE WITH THE FOLLOWING INFORMATION, REPRESENTATIONS, DEFINITIONS, CHAPTERS AND CLAUSES.

CHAPTER 1.- INFORMATION

ONLY. - The variable conditions chosen by "THE CONSUMER" appear on the COVER PAGE hereof, which the parties have read, reviewed and duly executed, forming an integral part hereof.

CHAPTER 11.- REPRESENTATIONS.

1. "THE SUPPLIER" REPRESENTS:

- 1.1 . That it is a limited company (*sociedad mercantil*) incorporated in accordance with the Mexican Laws, as it is stated in the public deed number 64,981 dated July 20, 1995 granted before *Francoisco Daniel Sánchez Domínguez*, head of the Notary number 117 of the Federal District and registered in the Public Registry of Property and Commerce of Mexico City under the commercial folio 204000 and with domicile in Seneca No. 137, Col. Los Morales Polanco, Del. Miguel Hidalgo, Zip Code 11510, Mexico City.
- 1.2. That its corporate purpose is to develop and manage Trading Systems consisting of pooling of consumers periodically contributing with money managed by a third party or itself, intended to acquire specific goods and services.
- 1.3. That its attorney-in-fact has the necessary powers and authority to enter into this agreement, which have not been revoked or modified in any manner.
- 1.4. That the integrated Trading System it promotes and the model of this Accession Agreement have been authorized, approved and registered in terms of the Mexican Federal Consumer Protection Act and comply with requirements for Accession Agreements in Trading Systems consisting of pooling of consumers.
- 1.5. That on January 28, 2019, through Official Letter No. 410.4.19/006, the Ministry of Economy (*Secretaría de Economía*) authorized this Model of Accession Agreement with numbers of Folio SE: RUSC-BINM-053 and RUSC-SERV-0052 in accordance



with Article 63 of the Federal Consumer Protection Act being approved and registered under No. 9919.2019 in the Public Registry of Accession Agreements of the Federal Consumer Protection Office (*Procuraduría Federal del Consumidor*).

2. "THE CONSUMER" REPRESENTS:

- 2.1. He/she is person with full legal capacity to contract and be bound by the terms and conditions agreed upon herein.
- 2.2. That he/she is willing to become part of the Trading System for acquisition, construction, remodeling or extension of a real estate of his/her choice promoted by "THE SUPPLIER", which has been duly explained and that he/she has already received the Consumer Manual containing the basis of its operation.
- 2.3. That his/her general data and full name are as herein specified and written on the cover page hereof.
- 2.4. That he/she appoints as beneficiary(ies) hereof the people established on the cover page hereof, with the percentages indicated therein.

IN COMPLIANCE WITH THE FOREGOING, BOTH PARTIES AGREE TO GRANT THE FOLLOWING DEFINITIONS AND CLAUSES:

CHAPTER 111.- DEFINITIONS

For purposes hereof, the following terms shall apply:

- I. Award. Periodical act whereby is determined the members of certain group or, where appropriate, beneficiaries, who are current in payment of total periodical contributions, who will be entitled to receive the contracted service, following the procedures provided for in the accession agreement;
11. Extraordinary Contribution to the Group's Fund. Amount in money that, if applicable, must be paid by "THE CONSUMER" on a date determined in the accession agreement, for the partial payment of the price of the contracted good or service, in addition to the periodic contributions to the Group's Fund;
111. Allocation. Act whereby "THE CONSUMER" or, where appropriate, its beneficiary, receives the real estate or service that is the purpose of the accession agreement;
- IV. Guarantee. Total or partial payment guarantee provided by a third party, who is jointly and severally liable with the debtor, in the event that the latter fails to



make the payment. The guarantee is recorded on the negotiable instruments themselves or in an official letter, contract or any other instrument.

- V. Beneficiary, a person designated in an insurance policy, who is entitled to receive the benefit derived from the insurance contract.
- VI. Cover Page. Cover Page hereof containing Consumer information, specific terms and conditions of participation in the Trading System selected by "THE CONSUMER", as well as characteristics and requisites of the plan that he/she contracted.
- VII. Consumer. Individual or legal entity, in terms of the Law, who contracts a trading system and who, from the time of contracting and in accordance with the accession agreement can assume the qualities of:
 - a. Applicant. It is the quality acquired by "THE CONSUMER", from the execution of the accession agreement with "THE SUPPLIER", until it is integrated to a group of consumers and that, for that reason, is only bound to pay the registration fee and of the first total periodic fee in terms of the accession agreement itself;
 - b. Member. It is the quality acquired by "THE CONSUMER", from the moment that "THE SUPPLIER" incorporates him/her to a group of consumers and until he/she assumes the quality of awardee;
 - c. Awardee. It is the quality acquired by "THE CONSUMER", or, where appropriate, its beneficiary, upon enforceability of his/her right to receive the good or service, until before it is allocated.
 - d. Awarded. It is the capacity that "THE CONSUMER" or, where appropriate, its beneficiary, acquires from the allocation of the good or service.
- VIII. Accession Agreement. Document unilaterally drawn up by "THE SUPPLIER" in terms of the Law establishing in uniform formats the terms and conditions applicable to the trading system at issue and setting forth the rights and obligations of "THE SUPPLIER" and "THE CONSUMER".
- IX. Registration Fee. Amount in money to be paid by "THE CONSUMER", upon execution of the accession agreement as a consideration for the various acts of administration to be carried out by "THE SUPPLIER" on the occasion of the entry of "THE CONSUMER" into the trading system. This fee may be paid in a single installment, upon Contracting, at the present value of the Contract when waiving the remnants described in Section XXVIII of this clause, or it may be paid in two installments 2% at the time of the Contracting and 2.5% at the time



being Awarded, each at the present value of the Agreement at the date on which the payment is made.

X. Total Periodic Fee. Total amount in money that "THE CONSUMER" must pay to "THE SUPPLIER", according to the accession agreement periodically during the term of the agreement and consisting of the sum of the amount of the following concepts:

a. Periodic contribution to the Group's Fund. Amount in money to be paid by "THE CONSUMER", on account of the real estate or service contracted and incorporated into the Group's fund at issue.

This contribution results from dividing the present value of the real estate or services contracted, with the integrated update factor, by the contracted period.

b. Management Fee. Amount in money to be paid by "THE CONSUMER", on the dates determined in the accession agreement as a consideration for the various acts to be carried out by "THE SUPPLIER" for the organization, management and attainment of the purposes of the trading system.

c. Cost of the Damage Insurance. Amount in money that "THE CONSUMER" must pay, as the case may be, as Awarded, through "THE SUPPLIER" on the dates determined in the accession agreement to cover the cost of the Damage Insurance of the good.

d. Cost of the Life, Permanent Total Disability and Disability Insurance. Amount of money that "THE CONSUMER" must pay to be part of a collective policy in Insurance Company, through "THE SUPPLIER", on the dates determined in the accession agreement. "THE CONSUMER" shall make this payment since he/she becomes Member until the last day of validity of his/her accession agreement.

e. All contributions produced by concepts defined above.

XI. Fee for Assignment of Ownership of the Agreement. Amount in money to be paid by "THE CONSUMER", as a consideration for the various acts of administration to be carried out by "THE SUPPLIER" on the occasion of the assignment of the rights of the accession agreement.

XII. Fee for Voluntary Replacement of the Good. Amount in money to be paid by "THE CONSUMER", as consideration for the various acts of administration to be carried out by "THE SUPPLIER" on the occasion of the voluntary replacement of the good or service;



- XIII. Update factor. Numerical coefficient used to update the amount of each periodic contribution to the Group's Fund ;
- XIV. Group's Fund. Amounts paid by the consumers of the group at issue, to acquire the goods or services contracted by such consumers, represented by the periodic contributions, if any, with the penalties for cancellation of the accession agreement, penalties for termination of the accession agreement and penalties for auction breach, for reasons attributable to the consumers, plus the amounts relating to the recovery of debts, prior to the liquidation of the group;
- XV. Group. Group of consumers, established in the accession agreement, and whose periodic contributions are the main basis for determining the time and form of the allocation of the goods or services in favor of the consumers themselves;
- XVI. Default Interest. Amount of money to be paid by "THE CONSUMER" to the supplier according to the system determined in the accession agreement, for the concept of default in the payments that he/she is bound to make in terms of the agreement itself;
- XVII. Law. Mexican Federal Consumer Protection Act (*Ley Federal de Protección al Consumidor*).
- XVIII. Consumer Manual. Information document prepared by "THE SUPPLIER" to inform the consumer of the characteristics and bases of operation of the trading system at issue;
- XIX. Joint Obligor. A person who undertakes to pay a debt of another person.
- XX. Advance Payment. Amount of money that "THE CONSUMER" pays on account of the real estate or service contracted.
- XXI. Penalty for Cancellation of the Accession Agreement. Amount of money that, as the case may be, and according to the accession agreement, "THE CONSUMER" at issue must pay on the date of the cancellation of the corresponding contract, which corresponds to the damage that its cancellation will cause to the rest of the consumers that make up the group;
- XXII. Penalty for Termination of the Accession Agreement. Amount in money that, as the case may be, "THE CONSUMER" or "THE SUPPLIER" must pay, in accordance with the accession agreement, as a penalty for the termination of said agreement;
- XXIII. Penalty for Failure to comply with Auction. Amount of money that, if applicable and in accordance with the accession agreement, "THE CONSUMER" at issue

must pay on the date indicated in the agreement itself for not paying the total number of periodic fees that he/she has offered to auction and assume the capacity of awardee;

- XXIV. Contracted Term. Number of months contracted by "THE CONSUMER", which will never be more than 180 months, commencing on execution of the Accession Agreement.
- XXV. Consumer Protection Office. The Federal Consumer Protection Office (*Procuraduría Federal del Consumidor, PROFECO*);
- XXVI. Supplier. Legal entity that has authorization from the Ministry to operate or manage the trading system at issue, and with which "THE CONSUMER" enters into the accession agreement;
- XXVII. Regulation. Regulation of the Trading Systems consisting of Pooling of Consumers, published in the Mexican Federal Official Gazette on March 10, 2006.
- XXVIII. Remaining Group Fund. Amount in money corresponding to the group at issue, if any, available in the bank account referred to in Article 39(1) of the Regulation, once all the awarded consumers in the group itself have been allocated and have settled the goods subject to such allocations and returned the ordinary contributions to the Group Fund, to the consumers who have terminated or canceled their accession agreement;
- XXIX. Ministry. The Ministry of Economy (*Secretaría de Economía*);
- XXX. Provider. In case of real estate, the provider is the person who alienates the real estate to the awardee. In the case of services, the provider is the person who provides the service to the consumer, construction, remodeling and extension of the real estate to the awardee.
- XXXI. Trading System. Scheme consisting of the integration of groups of consumers who periodically contribute sums of money to be managed by "THE SUPPLIER", for the purpose of acquiring determined or determinable goods, real estate intended for housing, or for use as commercial premises;
- XXXII. Historical Value of Consumer Contributions. Sum of the periodic contributions to the Group's fund, paid by "THE CONSUMER" in nominal terms;
- XXXIII. Present Value of Consumer Contributions. Sum of the multiplications of the numbers of periodic contributions of the Group's Fund paid by "THE CONSUMER" by the discount factor;



CONSUMER", by the value of the respective contributions in accordance with the terms of the accession agreement in force.

XXXIV. Present Value of Supplier Contributions. Result of multiplying the number of real estate or services paid by "THE SUPPLIER" with resources of its property in order to ensure the minimum awarding and increase the number of awards for the acquisition of goods or services, by the current value of the real estate or service, on the date of resources replacement.

XXXV. Value of the Contracted Real Estate or Service. It is the initial value that "THE CONSUMER" contracts for the acquisition of real estate or the corresponding construction or remodeling or extension service, which will be increased with the corresponding update factor and with the periodicity established in the Cover Page hereof, until the settlement of one hundred percent of the real estate or service contracted and the total payment of the Total Periodic Fees, established herein.

XXXVI. Contracted Term. Number of months contracted by "THE CONSUMER", which will never be more than one hundred and eighty months, commencing on the creation date of group.

XXXVII. Award Meeting. Monthly event where members of group current in payment of their Total Periodic Fees, up to the previous month, are determined to receive the property contracted by applying the procedures provided for in the Cover Page hereof.

XXXVIII. Present or Current Value of the Contracted Property. Price, at the current value, of the service contracted, adjusted in terms of an Update Factor agreed upon in the Cover Page hereof.

XXXIX. Average Value of Consumer Contributions. Amount resulting from dividing the amount of Contributions at Historical Value by the number of Contributions paid.

CHAPTER IV.- CLAUSES

FIRST. - PURPOSE OF THE AGREEMENT AND CHARACTERISTICS OF THE GROUP. The purpose hereof is to include "THE CONSUMER" in a Self-Financing or Trading System. The value of the real estate or construction, remodeling or expansion services, the number of group, member and fees is indicated on the cover page hereof, the group is closed for the same period of time, and is made up of a maximum of six hundred members, who enter into agreements for the acquisition of real estate or construction, remodeling or expansion services, whose values are heterogeneous, under the condition that in any case the



difference in price between the least valuable asset and the highest valuable asset does not exceed 200 percent of the price of the least valuable asset.

Members of a given group cannot be transferred to any other group; combination of properties of different nature shall not be allowed in the same group.

SECOND. - FIRST MEETING. "THE MEMBER", shall participate in the first Award Meeting of its group within one hundred and twenty calendar days following the date of this Accession Agreement, provided it is current in the payment of all its Total Periodic Fees.

In case of breach "THE SUPPLIER", "THE MEMBER" may terminate the accession agreement and "THE SUPPLIER" must return within 25 calendar days after notification, and at present value, the total of all payments made by "THE MEMBER", after this period, in case "THE SUPPLIER" has not returned the total of the payments made, it shall have to pay at its expense to "THE PARTNER" default interest on the amount to be returned from the breach to the date of return, at a rate equal to four times the half yearly update factor provided for on the cover page of this accession agreement.

THIRD. - REPLACEMENTS. "THE SUPPLIER" may replace consumers removed due to Cancellation, Termination or Assignment of Ownership of the Agreement during the term of the group. The new CONSUMER must undertake and agree to pay, during the term of his/her Agreement, the Total Periodic Fees that are necessary to maintain his/her agreement under the same conditions than other consumers of the Group, in such a way that amounts payable thereunder are settled according to the term of the Group, in order not to amend the maximum validity date and settlement of the corresponding group for its integration into the group.

FOURTH. - VALUE OF TOTAL PERIODIC FEE. - The value of the Total Periodic Fee is integrated in accordance with the concepts established on the Cover Page hereof. "THE CONSUMER" understands and accepts that the value of the Periodic Contribution to the group fund and all other concepts that make up the Total Periodic Fee, shall be updated with the frequency established on the Cover Page hereof and in accordance with the applicable Update Factor. Consumers of the group having late or pending fees shall be bound to pay them at Present Value on the payment date.

Management fee is part of the Total Periodic Fee, it is specified on the Cover Page hereof and may be devoted to different purposes:

1. Ordinary Management Fee is the one that is applied on a regular basis and which shall be paid from the beginning of the agreement and until the settlement of 100% of the Total Periodic Fees chosen according to the term.
2. The Management Fee for Advance Payments is the one pointed out on the cover page hereof, this only applies in the case of advance payments and is generally made by "THE



"CONSUMER" except ionally, these are app lied to the last expiration dates, in the opposite di recti on, which is why they sh orten the contracted term, they are paid at the present value of the date on which they are made, they do not pay prem iums far Life, total disabil ity or disab ilit y insurance and, if app lic able, damage insurance .

The payment of Management Fees far Advance Payments, this fee is app lied in benefit of "THE CONSUMER" since it does not generate any penalty for "THE CONSUMER" in any of the stag es of the Accession Agreement.

3. Management Fee far Auctions, this fee is also applied far the benefit of "THE CONSUMER" and it is the one po int ed out on the cover page hereof, this on ly applies in the event "THE CONSUMER" dec ides to parti cipat e in the auctions.
4. Management Fee for Awarded (allocated), is the amount spec ifi ed on the Cover Page hereof, only app licab le upan allocation of the contracted goods or services.

FIFTH. - PRESENT VALUE. From the time of contracting, all the values of the goods or ser vices contracted by the Consumers of the group shall be increased by app lying to them the corresponding Update Factor every six months, until the set t lement of one hundred percent of the Total Periodic Fees contracted and any other concept established here in or re cognized by "THE CONSUMER". The purpo se of t he ab ove is to make this trading system feasible, avoiding in equal it y and dispor tion to the detriment of the members of a group

SIXTH. - OBLIGATIONS OF THE PARTIES. By virt ue hereof, "THE SUPPLIER" and "THE CONSUMER" shall have, inter alia, the following obligations:

- I. "THE SUPPLIER"
 - a. To fully comply with the Law, the Regu lat ions, this Accession Agreement and the policies that it has established far the benefit of the proper functioning of the operat ion of the Trading System.
 - b. To comply with the provisions of the Consumer Manual.
 - c. To comply with anything that indicates an obligation at its expense, throughout the Agreement.
 - d. To hold Award Meetings on the Third Frida y of each month, and when this is a non-bus iness day, hold them on the previous business day.
 - e. To send to "THE CONSUMER" in the terms indicat ed in the eighth cl ause the det ail of the payments to be made, as well as to deliver him/ her Statements with the periodicity indicated in the tenth clause.



- f. To take out on behalf of and in the name of "THE CONSUMER" the Life, Permanent Total Disability and Disability Insurance and Damage Insurance under the terms of the Eleventh and Twelfth Clauses .
- g. To pay at its own expense the Total Periodic Fees with an expiration after the date on which a Loss occurs in the event of not taking out the Life, Total Permanent Disability and Disability and Damage Insurance .
- h. To publish the results of the Award Events, ten calendar days after each Event under the terms of the Fifteenth Clause .
- i. To fully comply with and follow up the process of Allocation of the Real Estate or Service Contract by "THE CONSUMER".
- j. To address all requests made by "THE CONSUMER" derived from the Accession Agreement itself as well as the day-to-day management of its Agreements .

2. "THE CONSUMER"

- a. To abide by the Trading System referred to herein and comply with terms and conditions established hereunder ;
- b. To comply with relevant provisions in compliance with the Consumer Manual.
- c. To make timely payment of the Registration Fee, NON-refundable, provided for in the Definitions section hereof, which must be fully paid upon execution hereof, unless "THE CONSUMER" waives the remainder of the group fund may make deferred payment of the Registration Fee in two payments as follows:

- 1. "THE CONSUMER" makes the first payment of "Deferred Registration Fee" to "THE SUPPLIER" upon execution hereof or execution of application to become part of a group of the trading system . The amount of the first payment of registration fee is determined by multiplying the initial present value specified on the cover page hereof by the percentage provided for on the cover page hereof.



2. Second payment of the "Deferred Registration Fee", is the debit of the registration fee that "THE CONSUMER" must pay in favor of "THE SUPPLIER" at the time of initiating the procedure to make effective its award, prior to the allocation, or failing that, at the time of cancellation or termination hereof. The breach of this second payment shall be grounds for annulment of the corresponding Award right. The amount of deferred registration date is determined by multiplying the present value of a contracted property by the percentage specified on the cover page hereof.
- d. To accurately pay the corresponding Total Periodic Fees pursuant hereto;
 - e. To opportune pay as specified herein and its Exhibits, 100 % (hundred percent) of Periodic Contributions to the group fund, Registration Fees, Management Fees, Life, Total Permanent Disability and Disability Insurance Costs, Damage Insurance Cost and relevant taxes in accordance with this Agreement and its Cover Page .
 - f. To timely pay amounts required to constitute guarantees, trusts, appraisals, deeds, fees, investigation expenses, taxes, duties, etc., necessary for the Award and Allocation for the acquisition of real estate or construction, remodeling and extension of real estate;
 - g. To timely and appropriately pay the premiums of the corresponding insurances in order to maintain the policies in force, otherwise both "THE SUPPLIER" and the corresponding insurance company shall be released from all liability;
 - h. To abide by, if any, proposed Awards in the manner and terms agreed upon in the Clauses hereof;
 - i. To agree with policies established by "THE SUPPLIER" for the proper operation of the Trading System , without detriment of Consumer and without infringing the Law, Regulation or this Agreement;
 - j. To constitute sufficient guarantees in order to guarantee the payment of Total Periodic Fees outstanding upon Allocation.
 - k. Before Allocation is completed, "THE AWARDEE" must enter into a Mortgage-Backed Debt Recognition Agreement with "THE SUPPLIER" where by "THE AWARDEE" acknowledges owing the outstanding Total Periodic Fees, calculated on the basis of contracted Update Factor, the above without detriment of constituting the necessary guarantees to guarantee such amounts hereunder.



SIXTH BIS. - ADVANCE PAYMENT OF FEES .- "THE CONSUMER" or "THE AWARDEE" shall be able to pay advanced Total Periodic Fees which shall be applied to the last Total Periodic Fees of the contracted term, shortening such term. Payment of these fees shall be exempt from the premium of life and total permanent disability insurance. All advanced payments shall cause Management Fees, even in case of Auctions and Periodic Contributions paid in Advance to the Group's Fund in terms of the provisions on the Cover Page hereof.

SEVENTH. - PAYMENT DATE. Due date or maturity of Total Periodic Fees is that provided for on the Cover Page here and, if it is a non-business day, the following business day without any additional cost. Save and except for the foregoing, payments made on a subsequent date, other than that set forth on the cover page hereof, shall not be deemed and considered timely payments for all purposes.

The monthly payment or in advance of Total Periodic Fees, must be made on the last business day of the month, in case it is a non-business day, it must be made on the previous business day to be considered within the same month.

The payments made by "THE CONSUMER" shall be applied in the following order: first, to the expenses generated by the noncompliance, penalties, including legal actions taken, as well as default interest and collection expenses, if any; and the surplus shall be applied to management expenses, Value Added Tax, insurance and periodic contributions to the group's fund, until their depletion.

The surplus of the Total Periodic Fees, starting with those due if any, shall be applied to management expenses, Value Added Tax, insurance and periodic contributions to the group's fund, until their depletion.

EIGHTH. - PLACE OF PAYMENT. All Total Periodic Fees must be paid in national currency in the branches of the banking institution and exclusively in the accounts pointed out in the statement of account that "THE CONSUMER" receives "THE SUPPLIER". "THE CONSUMER" must verify that the payment receipt (deposit slip) is duly sealed and printed by cash register of banking institution to validate such payment. "THE SUPPLIER" does not acknowledge or accept responsibility for payments not made through the referred banking institutions and accounts or which do not show the official numbered receipt and duly stamped issued by the cash register of "THE SUPPLIER". "THE SUPPLIER" reserves the right to replace or add other bank accounts, or other mechanisms to receive payments, in order to allow "THE CONSUMER" the payment of the obligations arisen from this Accession Agreement, prior communication to "THE CONSUMER" through any reliable means, including electronic means, 4 months in advance .

The deferred registration fee (first payment), may, on one occasion, be paid directly to "THE SUPPLIER" at the address indicated herein, during office hours and through a person legally authorized to receive money upon delivery of the corresponding invoice .



"SUPPLIER" must deposit it in the corresponding bank account within five (5) business days after payment.

"THE SUPPLIER" must send to "THE CONSUMER" through the e-mail address indicated on the Cover Page hereof, the amount of the payments that the latter must make on a regular basis, detailing its various components and the bank account in which such payments must be deposited, or any other document that clearly stipulates the information necessary to make the payment of the total periodic fee. Such shipment must be made through the means of communication indicated in the accession agreement, at least 10 calendar days before the due date.

NINTH. - METHOD OF PAYMENT. The payments of all the concepts established herein must be made by nominative check and for credit in account or wire transfer in favor of "THE SUPPLIER" or of the mechanism of collection that it has established for these purposes, and indicate the agreement (s) number to which such payment shall be applied for its correct identification. If check is returned for causes imputable to drawer, "THE CONSUMER" must pay twenty percent on its value in compliance with provisions of Article 193 and others applicable of General Law on Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*). The tax shall be added to the foregoing concept and, if applicable, Default Interest and the corresponding Collection Expenses.

TENTH. - ACCOUNT STATEMENTS.

"THE SUPPLIER" shall notify Consumers of the group the amount of Total Periodic Fee through the account statements it is bound to draw up and send on a quarterly basis, unless "THE CONSUMER" requires it monthly, it shall require it in writing and they shall be sent through the e-mail address that "THE CONSUMER" pointed out for such purposes. In the event that "THE CONSUMER", does not receive the corresponding communication, he/she shall not be released from the obligation to make the timely payment; therefore, he/she must communicate with "THE SUPPLIER" so that it can point out the amount of the Total Periodic Fee that he/she must pay. Likewise, "THE CONSUMER" shall be able to verify through the website www.tucasaexpress.com, any information with regard to his/her account statement and its group.

ELEVENTH. - LIFE, PERMANENT TOTAL DISABILITY AND DISABILITY INSURANCE. "THE CONSUMER" must take out a Life, Permanent Total Disability and Disability Insurance upon becoming a MEMBER and until paying the last Total Periodic Fee, being "THE SUPPLIER" the Preferential Beneficiary of such Insurance, therefore, upon execution hereof "THE CONSUMER" authorizes "THE SUPPLIER" to take out the Insurance, on its account and on its behalf, when he/she is an individual or the attorney-in-fact, individual, that a legal entity appoints, in compliance with the applicable law. The foregoing provided that it cannot take out insurance at rates higher than those prevailing in the market for similar insurance. "THE SUPPLIER" shall provide "THE CONSUMER" with the proof corresponding to taking out the insurance. The sum insured accepted by the insurance company shall be intended to cover:



the outstanding balance of the Total Periodic Fees due after the date on which the loss occurs. In case that "THE SUPPLIER", without cause, fails to take out the /ife, total permanent incapacity or disabi/ity insurance, it must pay with its own resources the outstanding total periodic fees of "THE CONSUMER" at issue, without the cost of such omission affecting such group's fund and it sha/I be responsible for the Award for settlement in favor of the beneficiaries of "THE CONSUMER" in case of death or total permanent disability or disability.

In the case of not awarded Consumers, insurance shall be applied to pay Total Periodic Fees due after the date on which "THE CONSUMER" suffers permanent total and disability, dies. "THE SUPPLIER" shall award to "THE CONSUMER", or if applicable to the beneficiary(ies), by the method of settlement, in the immediately following act of award.

In case of Awarded Consumers, Total Regular Fees due after the date on which "THE CONSUMER" suffers total and permanent disability or dies.

In case that Consumer is in delay of payment of his/her Total Regular Fee, the life , total permanent incapacity and disability insurances contracted by Provider on account of Consumer shall be suspended and restarted once Consumer is up-to-date in payment of Total Regular Fees. If he/she dies or becomes disabled while in default of Total Periodic Fees, his/her appointed beneficiary shall, under no circumstance, be entitled to the corresponding benefit, releasing both the insurance company and "THE SUPPLIER" from any liability.

"THE CONSUMER" which is an individual or the attorney-in-fact appointed by the legal entity shall pay the non-refundable premiums for life and total and permanent disability insurance and they shall be included in the deposit slip of the Total Periodic Fee; premiums may vary according to the changes made by the insurance company contracted, without liability for "THE SUPPLIER".

In the event that the insurance company does not authorize taking out insurance, or does not pay the sum insured, "THE SUPPLIER" shall assist the consumer or beneficiary in their claim; if it is not admissible, "THE SUPPLIER" shall return to non-awarded "CONSUMER" or beneficiaries the contributions made to the Group's Fund, at historical value, without applying any penalty.

Insurance company shall settle the insured amount upon death or total and permanent disability, and "THE SUPPLIER" shall pay outstanding total periodic fees, as well as any previous debt and for any concept provided for herein.

As long as "THE CONSUMER" or the beneficiary, as applicable, do not notify or submit their claim together with all documents required by the insurance company for the payment of the loss, "THE CONSUMER" or its beneficiaries, in case of death of "THE CONSUMER", are bound to continue paying all concepts provided for herein.



In case that the customer continued to pay its total periodic fees from the date of the loss, they shall be returned prior request, provided that the insurance company has authorized payment of the loss, regardless of the awarded or non-awarded status of the customer.

TWELFTH. - **DAMAGE INSURANCE.** The property subject matter hereof given in guarantee for physical or legal delivery to "THE CONSUMER" must include a damage insurance in force from the date of allocation with obligatory term or extension for the period of debt, being the insured amount the present value of the agreement and whose main purpose is to pay Total Periodic Fees at Present Value after the date of loss.

"THE SUPPLIER" may include in the Total Periodic Fees the installments of this insurance which are not reimbursable. "THE CONSUMER" authorizes "THE SUPPLIER" to take out insurance against damage on its own behalf. This is provided that it may not take out a policy at rates higher than those prevailing in the market for similar insurance, and therefore the best of three different options must be taken out, reflecting market conditions; likewise, it must deliver the proof of damage insurance to the Consumer.

In case that "THE SUPPLIER", without cause, fails to take out damage insurance, it must pay all damages or loss, as the case may be, up to the present value of the agreement at its own expense, without the cost of such omission affecting the group's fund and shall be responsible for repairing the property or work derived from services rendered.

If Awarded is in arrears of Monthly Total Periodic Fees, damage insurance shall be suspended and restarted once "THE CONSUMER" is up to date in the payment of his/ her Total Periodic Fees. If loss occurs while Consumer is in arrears of his/ her Total Periodic Fees, he/she shall under no circumstance be entitled to the corresponding benefit, releasing hereby the Supplier and the insurance company from any liability. "THE SUPPLIER" shall have the power, but not the obligation, to pay damage insurance on behalf of "THE CONSUMER" in the event of failure of the latter.

For the insurance company to make the payment of the loss it is necessary that "THE CONSUMER" or his/ her beneficiaries submit their claim to the insurance company in a timely manner and in accordance with the provisions of the General Law on the Insurance Agreement (*Ley General sobre el Contrato de Seguro*), for which he/she shall have the advice of "THE SUPPLIER" in the management of the procedure. The conditions specified in the policies taken out in terms of the Law on the Insurance Agreement shall prevail with regard to insurance.

As long as "THE CONSUMER" or the beneficiary, as applicable, do not notify or submit the claim together with all documents required by the insurance company for the payment of the loss, "THE CONSUMER" or its beneficiaries, in case of death of "THE CONSUMER", are bound to continue paying all concepts provided for herein.



In case of a loss, "THE CONSUMER" is responsible for notifying "THE SUPPLIER" or the insurance company within 48 hours from the loss to avoid aggravating the risk. Afterwards, "THE CONSUMER" must submit his/her claim together with all documents required by the insurance company in order to pay the loss. In the event that "THE CONSUMER" fails to provide information required and this prevents payment of such loss, or payment from the insurance company, when applicable, "THE SUPPLIER" may terminate the Agreement.

"THE CONSUMER" authorizes "THE SUPPLIER" to take out on its behalf, both the initial insurance and the extensions. It is understood that it grants such consent for Life, Total Permanent Disability and Disability Insurances, as well as Damage Insurance upon execution hereof.

THIRTEENTH. - AWARD EVENT. "THE SUPPLIER" shall hold an Award Event on the third Friday of each month, and if it is a non-business day, it shall hold it on the previous business day, notifying the members of the group the place and time at which the meetings shall be held, in the newspaper in which the previous monthly award results are published. In the award event, the right of each member to be awarded the service for the acquisition of Real Estate or good or the service of construction, remodeling or extension contracted, shall be determined by the award procedures established on the Cover Page hereof. The awards that are made shall be verified by a Certifying Public Officer.

At each Award Event "THE SUPPLIER" must make at least one award among the consumers who are current in the payment of their Total Periodic Fees to the previous month. Such award must be performed by awarding procedures other than Settlement and Auction. In case that the resources of the Group's Fund are not sufficient for an award, "THE SUPPLIER" shall provide the necessary capital for a Minimum Award, and such amount shall be reimbursed at Present Value of Total Periodic Fees paid by Consumers within the next periods, provided that there are sufficient funds, once the corresponding Minimum Award is performed.

The maximum number of monthly awards for each group shall be determined in terms of funds available in the Group's Fund.

Only those consumers who are up to date with the payment of the Total Periodic Fees, based on the payments firmly accredited by the banking institution up to the last day of the month prior to the respective Award Event, may be considered as participants in the Award Events.

FOURTEENTH.- AWARD METHODS OR PROCEDURES- Award Procedures applicable hereto where Consumer shall participate, when applicable, are exclusively those established on the Cover Page hereof, which are listed below, and "THE SUPPLIER" shall perform them in the sequence provided for on the Cover Page, whose number of Awards shall always depend on the Group's Fund accumulated by each Group, but it shall always be at least



one, by any methods other than settlement or auction. Award may be by the following methods or procedures:

- a) SCORE. It is determined according to the number and dates of total periodic fees paid by "THE CONSUMER" and in connection with the number and dates of total periodic fees paid by other consumers members of the group at issue;

Awardees shall be Consumers who accumulated the highest scores for Total Periodic Fees paid monthly or in advance. To achieve a higher score, payments must be advanced, which always apply to the last ones in the opposite direction, which also shortens the term agreed upon herein. The criteria established on the Cover Page hereof shall apply to allocate points. Payment made after the corresponding monthly period, namely, overdue or on past due dates shall obtain the minimum points. The maximum number of points shall also be credited, according to the term, for each advanced payment from the last to the first, in reverse order. Awardees shall also be appointed by Score from those Consumers paying to the Supplier all Total Periodic Fees;

- b) AUCTION. The procedure consists of the Award to "THE CONSUMER" offering the highest number of Total Periodic Fees in advance. It is determined on the basis of the total periodic fees that, on a given date, "THE CONSUMER" has paid or is willing to pay in advance of the total periodic fees that, on the same date, other consumers of the group at issue have paid or are willing to pay;

The procedure consists of the Award to "THE CONSUMER" offering the highest number of Total Periodic Fees in advance. Consumers that are current in the payment of their Total Periodic Fees in the month before the award event and comply with the requirement established on the Cover Page hereof may offer, in a closed envelope, to pay the Total Periodic Fees, and "THE AWARDEE" shall be "THE CONSUMER" who accumulates the highest score with the points obtained from his/her offer of Auction and the score obtained before. "THE SUPPLIER" shall accept Auction bids from Consumers who are not present at the Award Meeting, provided that "THE CONSUMER" has duly executed its power of attorney from the person who executes is attached to the bid, which must be approved by the Certifying Public Officer who is present at the Award Event. Total Periodic Fees offered to pay in advance shall be applied from last to first and for amounts corresponding to relevant months of payment of Auction. Consumers who, having been allocated the right to be Awardees, do not comply with the payment of their offer within three business days, shall lose said right and, in addition, may be disqualified by "THE SUPPLIER" from participating in other Auctions, and must also pay the corresponding Penalty for Failure to comply with Auction. A Certifying Public Officer shall ascertain the determination of the highest auctions through a certification of facts. Consumers meeting the minimum requirements established on the Cover Page hereof can also be appointed as "AWARDEES" by Auction;



- c) SENIORITY. It is determined according to the age of the accession agreement of "THE CONSUMER", with respect to the age of the accession agreements of the other consumers of the group at issue;

This procedure shall allow Consumers to acquire successively the right to be AWARDEES in the extent in which the Group's Fund allows so, as Consumers meet seniority requirements established on the Cover Page hereof;

- d) SEQUENTIAL. Under this procedure, all Consumers current in their Total Periodic Fees, and meeting the requirements established on the Cover Page hereof, shall be included on a Sequential List as they meet the established requirements. "THE CONSUMER" must wait for the Award by timely paying each month his/ her Total Periodic Fee; otherwise, he/she shall lose his/her place and shall take a new place upon catching up on payments;
- e) SETTLEMENT. When the total contracted transaction is paid to the Supplier; In case of death, permanent total disability and disability of "THE CONSUMER", the Award by settlement shall come into effect to award the beneficiaries that "THE CONSUMER" indicates on the Cover Page hereof. The procedure is that once insurance proceeds and the insurance company pays the corresponding amount, such amount shall be credited to the group's fund and awarded at the award event held in the month following the date of payment of insurance company to the beneficiaries of "THE CONSUMER", upon death or total permanent disability or disability, for which insurance company must pay at least the number of Total Periodic Fees not expired owed by "THE CONSUMER" until the date of his/ her death or total permanent disability or disability. For such purpose, "THE CONSUMER" must be current in the payment of his/her Total Periodic Fees and his/her beneficiaries must submit to "THE SUPPLIER" all necessary documents for processing payment with insurance company, where appropriate, for the insurance company to pay the loss. If service was acquired, guarantees shall be released and beneficiaries shall be released from payment of outstanding Total Periodic Fees, not expired, on the date of such loss.
- f) DIRECT. In exceptional cases, Awardees may be designated by agreement of the Technical Committee, for instance, when a "Consumer" has totally paid his/ her outstanding Total Periodic Fees and has not been "Awarded" in any Award procedure.

"THE SUPPLIER may under no circumstance, directly or indirectly, provide cash to "THE CONSUMER" or its BENEFICIARIES, on the occasion of the award and allocation, without previous total settlement of outstanding debts.



When two or more Consumers are tied through the applicable procedures, the Award shall be as follows: "THE CONSUMER" who has the most points shall be awarded and then by date and time of the Agreement, if the situation persists, it shall be determined by a draw carried out by the Certifying Public Officer during the Award event. This notification shall be made to "THE CONSUMER" through any reliable means including electronic means indicated by "THE CONSUMER" on the Cover Page for such purposes, and in the newspaper with the largest national circulation.

FIFTEENTH.- NOTICE OF AWARD. Within ten calendar days following the Award Event "THE SUPPLIER" shall inform "THE CONSUMER" that it was awarded through any reliable means including electronic means and the newspaper with the largest national circulation in which monthly results of the Award Event are published, indicating the group number, name and number of the awardees, the award procedure, and the place and date of the three subsequent award acts.

"THE AWARDEE" shall be entitled to reject the award within five business days from notice, understanding that if "THE SUPPLIER" does not receive any notice within such term, the right to the Award shall be deemed and considered accepted. In the rejection is admissible, THE AWARDEE shall become a MEMBER again and the value equivalent to the contracted real estate or construction, remodeling or extension, shall be preserved in the Group's Fund to be applied in the following awards.

Upon not, Awardee must accept award, "THE AWARDEE" shall pay to "THE SUPPLIER" the second payment of Deferred Registration Fee at the percentage specified on the Cover Page hereof, only in case of having been benefited with two-instant payment for having waived the remnants of the group's fund.

"THE SUPPLIER" may terminate this Accession Agreement in case that payment is not received, in compliance with the provisions of the termination clause hereof. Likewise, once "THE CONSUMER" accepts the Award, it must select a Supplier selling the real estate or providing the construction, remodeling or extension services. Selection of Supplier(s) must be notified in writing to the Supplier no later than 10 (ten) business days following acceptance of the Award, in compliance with paragraph b, section V, Article 23 of the Regulation of Trading Systems consisting of the integration of Consumer Groups.

Awarded value shall not be modified, however, Total Periodic Fees shall be updated until subsequent and pending payments are completed, applying the adjustment factor selected by "THE CONSUMER" the retro.

SIXTEENTH. - UPDATE OF THE CONTRACTED VALUE. In order that contracted Present Value maintains its purchase power and of all "CONSUMERS" in a group, it shall be increased by the Update Factor specified on the Cover Page until settlement of Total Periodic Fees and other items provided for herein. In no case shall this Update Factor represent a value less than that given in each period by the consumer price index or the indicator that, where



appropriate, replaces it. The value Awarded for disposal shall not be subject to any variation until the time of the Allocation.

The percentage of the update factor shall be the one established on the Cover Page of this accession agreement.

SEVENTEENTH. - GUARANTEES AND REQUIREMENTS. For approval of Allocation on the contracted real estate, "THE AWARDEE" undertakes and agrees to prove to "THE SUPPLIER" by means of a socioeconomic study at its expense, which is why it hereby authorizes "THE SUPPLIER" to retain specialized professional services to draw up the referred socioeconomic study, previously proving that they have the sufficient economic capacity to pay their Total Periodic Fees until making all outstanding payments, granting, besides, in favor and at the option of "THE SUPPLIER" a trust or mortgage guarantee or a bond on the real estate that "THE AWARDEE" acquires with the resources from the Trading System. "THE SUPPLIER" shall choose the kind of guarantee "THE AWARDEE" must subscribe to, taking into account the one that best guarantees the interests of the Consumer Group. "THE CONSUMER" shall bear the whole cost of these professional services.

In order to protect a Group, if "THE AWARDEE" has paid with its Regular Contributions to the group's fund less than forty percent of the present value of the contracted service, or does not have, in the opinion of "THE SUPPLIER", sufficient economic capacity to pay outstanding Total Periodic Fees, it must submit, additionally, a real property in an urban area having utilities, whether of its own or of a third party, free of liens and registered in a public registry of property, which shall remain in guarantee and whose value must guarantee at least the awarded amount. Or, where appropriate, it must pay in advance the necessary Total Periodic Fees to pay forty percent of present value on the contracted service.

If "THE SUPPLIER" rejects the real estate offered by "THE AWARDEE" for good reason, "THE AWARDEE" must immediately propose another real estate meeting the established requirements. The accepted Mortgage Guarantor or Trustee and "THE AWARDEE" must also execute a debt acknowledgment and promissory notes for all outstanding Total Periodic Fees, including the Update Factor. Such promissory notes shall be returned to "THE CONSUMER" upon full payment of outstanding Total Periodic Fees and other items provided for herein.

Upon execution hereof, "THE CONSUMER" authorizes "THE SUPPLIER" to choose a Notary Public or Certifying Public Officer, appraisal experts and other professionals or companies who must intervene in the process. "THE CONSUMER" shall pay all professional fees for these concepts.

If "THE AWARDEE" fails to meet the requirements and guarantees, "THE SUPPLIER" shall notify it in person or in writing, within a term no longer than thirty days, counted from the date on which "THE SUPPLIER" has the complete documentation.



Finally, it is pointed out that "THE AWARDEE" can become a "MEMBER" again without any penalty, when "THE SUPPLIER" has not fulfilled the requirements corresponding to the guarantee.

EIGHTEENTH. - APPROVAL. "THE SUPPLIER" shall approve the allocation of the contracted real estate or service, upon complying with all the following:

1. That the real estate that is acquired, renovated, built or extended is in an urban area and has all utilities, seeking that it is easily realized in case of default in order to guarantee the system feasibility and safeguard Group interests.
2. That the appraisal of the real estate or the value of the total investment of the service is at least equal to the Present Value of the Awarded contracted real estate or service.
3. That the property that it wishes to acquire or build or renovate or extend, has no ownership, possession or similar issues, and has all documents required by the Notary before which the transaction shall be formalized, which "THE AWARDEE" shall select among the catalog of Notaries that "THE SUPPLIER" has.
4. That the acquisition of the real estate or service does not contravene any applicable legal provision, which puts at risk the interests of the members of the group or "THE SUPPLIER".

NINETEENTH. - ACQUISITION AND PAYMENT OF THE REAL ESTATE OR PAYMENT OF THE SERVICE. "THE AWARDEE" may choose the supplier of the real estate or service that he/she deems appropriate, notifying "THE SUPPLIER" in writing, the property that he/she shall leave as a guarantee, it must be located in an urban area with all utilities and services that he/she deems appropriate. Furthermore, it shall be an essential requirement that "THE CONSUMER" submits his/her request and gives his/her consent and full commitment in writing to contract the property he/she selected, as well as all documents, including the No Lien Certificate and Appraisal, required by "THE SUPPLIER" and the Notary, before which the transaction shall be formalized, so that "THE SUPPLIER" proceeds to the opinion for the approval of the allocation of the contracted good or service and of the investment, having a maximum term of thirty calendar days from their receipt, if the ruling is favorable and having fulfilled "THE AWARDEE" the requirements and guarantees required.

When "THE AWARDEE" has contracted the service of construction or remodeling or extension of a real estate property, he/she must also present to "THE SUPPLIER" the labor agreement at a fixed price for its review and approval. If the operation is admissible, "THE SUPPLIER" and "THE AWARDEE" shall set the work schedule specifying the dates and amounts of the checks to be requested in the name of the service providers and suppliers, if any, of the corresponding materials to be delivered through the Awarded. If for any



reason the progress of the work provided for in the calendar is not complied with, "THE SUPPLIER" shall notify "THE AWARDEE" of the reason for the suspension of the delivery of the checks, restarting it as soon as "THE AWARDEE" is regularized, notifies and proves to "THE SUPPLIER" that it complies with the progress of the work provided for in the calendar. The foregoing does not exempt "THE AWARDEE" from the obligation to pay its Total outstanding Periodic Fees under the terms established herein.

Likewise, the procedure of allocation of construction, remodeling and extension services of real estate must have, besides of the requirements to provide resources by stages, pursuant to the work progress: license or equivalent issued by the competent authority of construction, remodeling and extension of real estate; photographic record of the work in its different stages; copy of the work expenses invoices; debt recognition and granting of mortgage guarantee on the real estate; and budget of the work to be conducted, verified by a qualified expert. The minimum number of stages for resource management will be two;

If "THE MEMBER" or "THE AWARDEE" intends any modification to investment decision after a written commitment (substitution of contracted good or service), "THE SUPPLIER" undertakes and agrees to pay a voluntary good or service substitution fee, set forth on the Cover Page hereof, as well as to pay expenses incurred for such a change, such as notarial expenses, Notary's fees, Taxes, Duties for No Lien Certificate and appraisal.

"THE SUPPLIER" shall send documents to authorized Notary and conduct the procedures for execution of debt acknowledgment deed with mortgage guarantee or the execution of the trust agreement or guarantee or the bond policy before the corresponding Notary Public and payment(s) to supplier.

If "THE AWARDEE" fails to meet the requirements and guarantees, "THE SUPPLIER" shall notify it in person or in writing, within a term no longer than twenty business days, counted from the date on which "THE SUPPLIER" received the complete documentation. "THE AWARDEE" must make up for the missing requirement within 5 (five) business days, without prejudice to its right to propose a different guarantee that complies with all the requirements.

~~TWENTIETH~~ PAYMENT OF INSTALLMENT UPON DELIVERY OF THE SERVICE. Before the execution of the deed, THE AWARDEE must resort to "THE SUPPLIER", to accept and execute its adjustment sheets that shall establish: the updated value of the real estate or service contracted, the amount to be paid to the seller of the real estate or to the service providers, deed expenses, registration duties of the Public Registry of Property and Commerce, notary fees, appraisal expenses and mortgage costs, trust and bond, socioeconomic study, as well as damages insurance, the corresponding taxes and any other concept provided for herein. "THE AWARDEE" shall be bound to immediately pay the concepts listed above, having paid to the provider, if there is a balance in favor of "THE

AWARDEE", and this shall be applied to their last total periodic fees in reverse.



If the total of the transaction, plus expenses and costs, exceeds the updated value of the real estate or service contracted. "THE AWARDEE" shall be bound to pay immediately the difference, and if it is in his/ her favor, it shall be applied to the Total Periodic Fees of his/ her Agreement, in the opposite sense; in case of having Total Periodic Fees due, the amounts in favor of "THE CONSUMER" shall be applied in the following order, first, default interest expenses and finally to the oldest Total Periodic Fees due.

The properly acquired or built, remodeled or extended real estate by the Mortgage Guarantor or Trustee, as the case may be, shall be bound to grant them free of any lien, as a trust, mortgage guarantee or bond in favor of "THE SUPPLIER", who shall choose only one of them, and shall only be released upon setting one hundred percent of the debt. "THE AWARDEE" shall pay any expense, fee or tax representing release.

TWENTY-FIRST. - TIME OF DELIVERY OF THE REAL ESTATE OR SERVICE. Upon granting guarantees and complying with the requirements and obligations set out herein by "THE AWARDEE" and upon execution of the corresponding public deed "THE SUPPLIER" shall pay for the goods or services contracted, within 25 (TWENTY-FIVE) calendar days after compliance. If the above is not met due to "THE SUPPLIER", it undertakes and agrees to pay to "THE AWARDEE" as contractual penalty the amount of the same number of regular fees applicable in case of cancellation hereof, at present value and which must not exceed 3 periodic contributions to the Group's Fund, within 10 calendar days following the date on which the service should have been paid. The contractual penalty referred to in this clause shall be at the expense of the SUPPLIER's property; the Group's fund shall under no circumstance bear them.

TWENTY-SECOND. - MODIFICATION OF THE REAL ESTATE OR SERVICE CONTRACTED. Prior authorization of "THE SUPPLIER", "THE MEMBER" which is current in its payments may change the value of the contracted real estate or service, increasing or decreasing it, within the maximum or minimum limits in effect of its group. Provided that the difference of price between the good of lesser and the good of greater value does not exceed 200 percent of the price of the good of lesser value. The value of periodic contributions to the group's fund and portions paid by "THE MEMBER" shall be determined to this end. If a reduction is requested, the difference in favor of "THE MEMBER" shall be credited to final installment, and if an increase is requested, the difference must be immediately paid at present value of Total Periodic Fees, in order that the new value of a contracted service can be awarded at the next monthly meeting. Processing such change must be completed at least ten days before closing of month for the following award meeting.

In case of any amendment requested by "THE CONSUMER", it undertakes and agrees to pay the Amendment Fee of the value of the contracted service, set forth on the cover sheet hereof.



TWENTY-THIRD. - REPLACEMENT OF "THE CONSUMER". Consumers of a given Group may be replaced only in the event of termination or cancellation of the Agreement or assignment from one Consumer to another of ownership rights thereof, in the latter case, provided that "THE SUPPLIER" has accepted the assignment. Agreements must expire in all cases on the same date and the settlement period shall remain unchanged. In all cases of substitution upon termination and cancellation, new members of the corresponding Group must pay periodic contributions to the group's fund, fees and costs that as of their integration date must be paid, in order not to change the deadlines and settlement of the Group. Notwithstanding the foregoing, "THE SUPPLIER" may accept that new members of a Group undertake and agree to make, during the term of their Agreement, the payments of periodic contributions to the group's fund, that may be necessary in order that the Agreement is current with the remainder of Consumers of the Group, in such a way that such fees are paid in full within the term of such Group. No new Consumers can be included to replace those having settled their obligations acquired with the corresponding Group.

TWENTY-FOURTH. - ASSIGNMENT OF AGREEMENT OWNERSHIP. The "MEMBER" or "THE AWARDEE" which is up to date with payment of his/her Total Periodic Fees, may assign the rights and obligations hereof, provided that he/she requests "THE SUPPLIER" at least fifteen days before next award meeting, and that the assignee pays to "THE SUPPLIER" the fee for the assignment of the ownership of the agreement "THE SUPPLIER" must communicate in writing within ten calendar days after the receipt of the request, its acceptance or rejection and in case of not doing so, the assignment of rights shall be deemed and considered accepted.

When "THE ASSIGNEE" wishes to carry out the assignment of rights hereof, it shall only be possible, if "THE SUPPLIER", after analysis and opinion for the approval of the assignment of the agreement that covers the real estate or service contracted, accepts the assignee, who must execute the documents and provide the guarantees referred to herein. In this case, a new deed process at the assignee's expense and payment in a single installment shall be invariably required, of an assignment of ownership fee, at the current value. The assignee shall bear all expenses generated from this transaction. Such assignee must reliably prove to "THE SUPPLIER", by means of a socioeconomic study that it has enough income and the economic capacity to meet the demands arisen from the assignment agreement and established herein, therefore, it hereby authorizes "THE SUPPLIER" to retain the professional services to conduct the socioeconomic study and income assessment.

To formalize such assignment of rights, "THE CONSUMER" which receives the agreement in assignment, must pay as consideration for the several acts that "THE SUPPLIER" must perform, the percentage established for the Registration Fee and it shall be paid at updated value of the contracted service, plus Value-Added Tax, under the same terms than Registration Fee. If the assignee becomes "AWARDED", upon assignment, the Assignment Fee shall be paid in a single installment.



"THE SUPPLIER" shall under no circumstance be responsible for any economic arrangement, method of payment arranged between assignor and assignee, or payment of expenses and taxes that such transaction may cause as established by the laws of the subject.

TWENTY-FIFTH. - TERMINATION "THE CONSUMER" may only terminate this accession agreement in writing duly submitted at the Supplier's domicile specified on the Cover Page hereof within the first five business days following the contracting. In this event, "THE SUPPLIER" must return, within twenty-five calendar days after notice, the full amount of payments made, unless "THE CONSUMER" participates in an award meeting within such period.

TWENTY-SIXTH. - CANCELLATION. "THE CONSUMER" not awarded may cancel in advance this accession contract in writing, duly presented at "THE SUPPLIER'S" address, and will return, within a maximum period of twenty-five calendar days following the corresponding notification, only the total amount of the Periodic Contributions to the group fund paid by "THE CONSUMER" at historical value, minus the conventional penalty which is equivalent to the amount of 3 (three) periodic contributions to the group's fund at present value, minus the payment of professional fees, if any, derived from the preparation of the Socioeconomic Study, appraisals, the certificate of freedom from liens, notary fees, payment of taxes to the Treasury or any professional service that "THE SUPPLIER", if any, has incurred during the approval of the guarantee.

"THE CONSUMER" is aware and accepts that under no circumstance "THE SUPPLIER" may refund any amount for Registration Fees, Management Fees, Insurance, Collection Fees, Third-Party Fees and Taxes.

TWENTY-SEVENTH. - TERMINATION. "THE SUPPLIER" may terminate this accession agreement for failure of payment of 2 (two) or more Total Periodic Fees, by "THE MEMBER" or "THE AWARDEE" or for failure to make the second payment of the Deferred Registration Fee upon notification of award. By termination, "THE SUPPLIER" shall return, within a maximum period of sixty calendar days following the notification, only the total amount of the periodic contributions to the group's fund paid by "THE MEMBER" or "THE AWARDEE" at historical value, minus the contractual penalty which is equivalent to the amount of 3 (three) periodic contributions to the group's fund at present value, minus the debts as of the termination date, such as: the amount of the second payment of the Deferred Registration Fee, overdue Management Fees, insurance, collection expenses, expenses with third parties, and any other concept at your expense, indicated in the note on the cover page and relative clauses in this accession agreement.

"THE CONSUMER" is aware and accepts that under no circumstance "THE SUPPLIER" may refund any amount for Registration Fees, Management Fees, Insurance, Collection Fees, Third-Party Fees and Taxes.



In the event that "THE SUPPLIER" does not return the money to "THE MEMBER" or "THE AWARDEE" within the time limits established for each case, on the occasion the cancellation or termination of this accession agreement, "THE SUPPLIER" must pay "THE MEMBER" or to "THE AWARDEE", default interest calculated on the amount to be returned over the number of days that elapse between the date on which the money should have been returned and the date on which the payment is made. Interest mentioned in this Clause shall be the same applied by "THE SUPPLIER" during a default period to the payment of Total Periodic Fees of "THE CONSUMER".

TWENTY-EIGHTH. - BREACH OF "THE AWARDED". In the event that "THE AWARDED" fails to pay two or more Total Periodic Fees in the aggregate, "THE SUPPLIER" may immediately terminate the total of the Total Periodic Fees and portions due and payable of "THE AWARDED" and exercise any court or out of court action it deems and considers appropriate against it and its Mortgage Guarantor or Trustee, as the case may be, in order to achieve full payment of the debt. Under these circumstances, payments made by the "AWARDED" shall be applied first to expenses incurred by actions prosecuted, default interest and finally to past due Total Periodic Fees as provided for herein.

TWENTY-NINTH. - LATE PAYMENT FEE.- "THE SUPPLIER" shall charge to "THE AWARDEE" or to the "AWARDED" per month or fraction of delay in payment of Total Periodic Fees the amount resulting from applying a rate of four times the bi-annual update factor, established on the Cover Page hereof, applicable herein to the owed amount. Acceptance of partial payments by "THE SUPPLIER" does not entail cancellation of default interest, or novation of obligations agreed upon herein.

Under no circumstances may the costs of court or out of court collection carried out by "THE SUPPLIER", as well as compliance with administrative, tax or any other type of resolution imposing sanctions on the latter, be charged to any of the groups' funds.

Consumers who are in arrears shall have to pay collection fees of 5% at the member stage and 10% at the awardee and awarded stage on the unpaid Total Periodic Fee.

THIRTIETH - ACT OF GOD OR FORCE MAJEURE. "THE SUPPLIER" shall under no circumstance be responsible for the rejection or failure to comply with the obligations it assumes herein, when these arise from acts of God or force majeure within its company or its suppliers or providers of any type of third party in the event of strikes and labor conflicts. During this period, all Consumers of the Group shall continue to pay their Total Periodic Fees on the date of maturity, and upon curing the hindrance, "THE SUPPLIER" continues the compliance with its obligations before Consumers and, in compliance with relevant Regulations, the term of a Group is not altered. In case of contingency in the SUPPLIER's bank accounts, it shall immediately notify "THE CONSUMER" the new bank details and procedures to follow in order that "THE CONSUMER" pays in due time and form.



THIRTY-FIRST. - GROUP SETTLEMENT. For purposes of Group settlement, the effective date hereof shall be the date of the first Award Event. Group settlement shall commence within sixty calendar days following the end of its term or all the members of the Group have acquired the status of awarded, and if there are any remnants to be distributed in the Group's Fund. Upon determination of the settlement, within 60 calendar days, if there is any remnant, 50% shall correspond to "THE AWARDED" who had paid all their Total Periodic Fees and it shall be distributed, unless they have assigned it to "THE SUPPLIER" in terms of the provisions on the Cover Page hereof, in proportion to their timely payments and the other 50% shall correspond to "THE SUPPLIER". When "THE AWARDED", who are entitled to receive the remnants, previously informed, do not appear to receive the corresponding amount within ninety days following the settlement of their group, it shall be deemed that they waive it, and the resulting amounts must be delivered to *Cruz Roja, A.C. Institución de Beneficencia Pública*. Benefits obtained by "THE CONSUMER" waiving to receive remnants shall be the possibility to pay REGISTRATION to the SYSTEM in two installments in terms of the provisions of paragraph c) of the SIXTH clause.

THIRTY-SECOND. - NOTIFICATIONS. Any notification between the parties must be made in writing and reliably, exclusively sent to the domiciles that they point out in this accession agreement. Both parties undertake and agree to promptly notify any further change.

Any written notice effectively sent to the registered domicile shall be valid and shall have all legal effects.

"THE SUPPLIER" as Supplier undertakes and agrees with "THE CONSUMER", in terms of Article 66 of Regulation of Trading Systems in Pooling of Consumers, to provide domicile, telephone number and schedule for customer service, and to answer in writing to "THE CONSUMER", within a maximum term of five business days, effective from the date of receipt, all questions it makes in relation to terms and conditions of the accession agreement, or in relation to the financial feasibility or processing of the trading system, the foregoing without detriment of the ten business days term set forth by Article 56 of the aforementioned Regulation.

THIRTY-THIRD.- DOMICILES. . For purposes hereof, the parties state as their domiciles the following:

"THE SUPPLIER": As specified on the Cover Page hereof.

"THE CONSUMER" As specified on the Cover Page hereof.

THIRTY-FOURTH. - INFORMATION. Article 59 of the Regulation of Trading Systems consisting of Pooling of Consumers provides: Suppliers shall be bound to provide Ministry, Consumer Protection Office and third-party specialist or external audit or all required information of Groups, which may be requested by electronic means, in compliance with their functions. Therefore, "THE CONSUMER" is aware of contents of this article, granting



its approval on the cover page hereof for his/ her information and any information related to the corresponding Group to be provided.

THIRTY-FOURTH BIS. - ADDITIONAL AUTHORIZATION FOR MARKETING AND ADVERTISING PURPOSES - "THE CONSUMER" grants or denies its consent on the cover page hereof for "THE SUPPLIER", to assign or transfer to third parties, for marketing or advertising purposes, the information provided by him/ her, on the occasion of this accession agreement and his/ her agreement for "THE SUPPLIER", to send him/her advertising on goods and services, THE FOREGOING ON THE BASIS OF ARTICLES 18 BIS AND 85 OF THE FEDERAL CONSUMER PROTECTION ACT.

THIRTY-FIFTH. - JURISDICTION. Controversies resulting from construction hereof shall be administratively resolved by the Federal Consumer Protection Office.

THIRTY-SIXTH. - JURISDICTION. In case of legal controversy for compliance or construction hereof, the parties expressly submit themselves to the Jurisdiction of the Courts in Mexico City, waiving any other venue that may correspond to them due to their present or future domicile.

EXHIBITS TO THE ACCESSION AGREEMENT

1. APPLICATION FORM
2. CONSUMER MANUAL
3. STATEMENT AND PAYMENT SCHEDULE
4. NOTIFICATION OF AWARD NOTICE BY TELEGRAM OR ANY OTHER RELIABLE MEANS
5. CERTIFICATION OF FACTS OF THE AWARD EVENT CARRIED OUT MONTHLY BEFORE A PUBLIC CERTIFYING OFFICER.

"CHAPTER V. WARNINGS"

"IN TERMS OF THE APPLICABLE LAW, THE TRANSACTIONS AND OBLIGATIONS ARISING FROM THIS ACCESSION AGREEMENT ARE THE SOLE RESPONSIBILITY OF "THE SUPPLIER" AND OF THE CONSUMERS; THEIR PERFORMANCE IS IN NO WAY GUARANTEED OR FINANCIALLY SUPPORTED BY THE FEDERAL GOVERNMENT, NOR BY ANY PERSON OF PUBLIC LAW, NOR BY THE BANKING INSTITUTIONS THAT RECEIVE THE PAYMENTS FROM THE CONSUMERS.

PURSUANT TO THE PROVISIONS OF FEDERAL CONSUMER PROTECTION ACT AND THE RULING OF TRADING SYSTEMS CONSISTING OF POOLING OF CONSUMERS, AS WELL AS EVERYTHING AGREED UPON IN THE ACCESSION AGREEMENT, THE PARTICIPATION OF "THE SUPPLIER" IN A TRADING SYSTEM IS LIMITED TO THE MANAGEMENT OF CONSUMERS' RESOURCES, UNDER THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT



THEREFORE, WITH REGARD TO CONTRIBUTIONS, FEES AND OTHER AMOUNTS THAT "THE CONSUMER" IS BOUND TO PAY, "THE SUPPLIER" IS BOUND TO MANAGE THE TRADING SYSTEMS IN COMPLIANCE WITH THE AGREEMENT. THESE TRADING SYSTEMS DO NOT CONSTITUTE A SAVING MECHANISM.

ANY INCONSISTENCY BETWEEN THE EXECUTED TEXT AND THE ONE REGISTERED WITH THE FEDERAL CONSUMER PROTECTION OFFICE SHALL BE CONSIDERED AS NOT INCLUDED, WITHOUT DETRIMENT OF THE CORRESPONDING PENALTIES THAT MAY BE APPLIED UNDER THE LAW.

The standard of this accession agreement is duly registered with the Federal Consumer Protection Office under number dated two thousand ,

CHAPTER VI. - RECOMMENDATION TO "THE CONSUMER"

RECOMMENDATION TO THE CONSUMER: Before executing this agreement, please READ CAREFULLY its chapters, including the Cover Page, Definitions and Clauses, and sign it once you have understood the operation of the trading system "THE SUPPLIER" , as well as all clauses hereof. DO NOT SIGN this agreement if it does not correspond to the offer and explanation received , or you do not fully understand it.

Likewise, remember that "THE SUPPLIER" may under no circumstance, directly or indirectly, deliver cash to "THE CONSUMER" on the occasion of the award and allocation .

"THE CONSUMER"

"THE SUPPLIER"

"INFORMATION TO THE CONSUMER"

The confidentiality and due protection of the personal information entrusted to "THE SUPPLIER" is of the utmost importance to this supplier; therefore, it undertakes and agrees to handle the personal data provided to us in a responsible manner and in accordance with the Federal Law on the Protection of Personal Data in the Possession of Individuals (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*) and in accordance with the Law for the Prevention and Identification of Transactions with Resources of Illicit Origin (*Ley para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*), also known as the Anti-Money Laundering Law, as well as in accordance with Articles 18, 18 Bis, 85 and others related and applicable articles of the Federal Consumer Protection Act.

"THE SUPPLIER" needs to collect certain personal data in order to carry out the commercial activities in accordance with the line of business it has authorized, therefore it is legally and socially bound to comply with sufficient legal and security measures to protect personal



data that it collected for purposes of compliance with this Accession Agreement, thus, this notice of privacy is described below.

The purpose of the foregoing is that "THE CONSUMER" has full control and decision on his/ personal data he/she has provided. Thus, we recommend reading carefully the following information:

"THE CONSUMER" shall have available at all times this Notice of Privacy on our website.

Identity and Domicile of the responsible person .

"THE SUPPLIER", hereinafter referred to as "THE SUPPLIER", with address in *Seneca 137, Colonia Los Morales Po/aneo, Delegación Miguel Hidalgo, Mexico Federal District* . Zip Code 11510, is responsible for safeguarding the integrity, privacy and protection of the personal data provided by "THE CONSUMER".

In order to comply with the purposes pointed out in this privacy notice, "THE SUPPLIER" shall restrict personal identification data, personal contact information, proprietary and financial personal data, as well as credit and commercial record.

On the other hand, in compliance with the requirements of the Law for the Prevention and Identification of Operations with Resources of Illicit Origin, also known as the Anti-Money Laundering Law, we inform you that "THE SUPPLIER" shall at all times give notice to the Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*), of any commercial transaction that is carried out outside the guidelines established by said Law, information that may contain sensitive personal data that may reveal aspects related to its financial and/or economic statements and commercial activities that it carries out, informing that your consent to the processing of this type of data is excepted, as it is provided for in Articles 10 and 37 of the Federal Law on the Protection of Personal Data in Possession of Individuals.

Purposes. - "THE SUPPLIER" shall process your personal data for the following primary and necessary activities.

Address, manage and deal with products and/or services requested.

Streamline location, processing, provision and selling of products and/or bank clarifications.

Address consultation requests.

Bank clarifications.



Manage the delivery of the contracted product to recipient appointed by "THE CONSUMER".

Manage returns to the consumer and/or designated beneficiaries .

Contact to follow up the contracted product and/or requested service.

Issue invoices .

To consult, investigate and check complaints or claims and prepare statistical reports.

Secondary Purposes.

In addition, if you do not object, "THE SUPPLIER" shall retain your information for the following purposes.

Potential further contact and streamline future acquisitions .

Registration and management of future programs that may be beneficial for customers of this company.

To send information about products and benefits.

To inform you about new products, promotions and benefits in line with your preference.

If you do not want "THE SUPPLIER" to handle your information for any of the foregoing secondary purposes, please send an e-mail to: datospersonales@tucasaexpress.com where our Personal Data Protection Department shall assist you in due time and manner.

Transfers : "THE SUPPLIER" , in order to comply with the necessary purposes described above or those legally required by the competent authorities, shall only transfer the necessary data in the cases legally provided for.

You may exercise any of the rights of access, rectification, cancellation or objection, as well as revoke your consent to the processing of your personal data by sending an email to the Personal Data Protection Department of "THE SUPPLIER" to the email address: datospersonales@tucasaexpress.com; your request must be made through the Application to exercise personal data protection rights prepared by this Company which is available on the above-mentioned website and which contains all the elements to be able to address your request in accordance with the regulations. In order for this Department to be able to follow up on your request, you must correctly provide your identity for which it is necessary that you complete all the fields indicated in the Application and attach a copy of an official identification which is indicated in the same format.



In case that information provided in a request is wrong or insufficient, or it is not accompanied by the corresponding supporting documents, our Personal Data Protection Department may request, within ten business days after the receipt of your application, the necessary elements or documents for its processing. You shall have ten business days to address this requirement, from the day following the receipt of the e-mail. If no response is given within such term, the corresponding application shall be deemed not to have been submitted.

Our Personal Data Protection Department shall communicate our decision within a term of twenty business days, following the date of receipt of request, in order that, if applicable, it becomes effective within fifteen business days after the answer is communicated. The answer shall be sent by e-mail to the e-mail address specified in the Application.

Limitation and Disclosure of your Personal Data.

You may limit the use or disclosure of your personal data by sending your request to our Personal Data Protection Department to the e-mail address: datospersonales@tucasaexpress.com, and to this company's domicile located in *Seneca 137, Colonia Los Morales Po/aneó, Delegación Miguel Hidalgo, Mexico Federal District Zip Code 11510*; the procedure to address this request shall be governed by the criteria set forth in the section of this clause. If your Request is admissible, "THE SUPPLIER" shall register it in the corresponding exclusion list.

"THE SUPPLIER" uses state-of-the-art technologies to improve efficiency of its website, including the use of cookies, which are small amounts of information stored in the browser used by user, allowing the server to preserve certain information subsequently used to identify and save personal preferences to provide a better browsing experience, thus, you may disable the use of this technology. Any change or modification to this notice may be made by "THE SUPPLIER", at any time and it shall be informed through its electronic portal.

The Personal Data Protection Department of "THE SUPPLIER" shall provide the necessary assistance for the exercise of your rights and, additionally, it shall monitor the protection of your personal data inside this Company.

"THE CONSUMER" agrees to have read this privacy notice and acknowledges its contents upon executing this agreement, stating his/her acceptance and agreement.

1 ACCEPT

"THE CONSUMER"



Sample Contract



CASA
Express
AUTOFINANCIAMIENTO®



FOR PRACTICAL PURPOSES, THIS DOCUMENT IS SIGNED IN 80TH ENGLISH AND SPANISH. HOWEVER, IN THE EVENT DISCREPANCIES , TERMS IN SPANISH WILL ALWAYS PREVAIL.

Sample Contract



CASA
Express
AUTOFINANCIAMIENTO®



Sample Contract



I, the under signed, Mr. David Suro, authorized by the Superior Court of Justice of Mexico City to practice as English and Spanish Translator pursuant to resolution 29-01/2018, published on March 23, 2018, included in the List of Expert Official Translators of the Administration of Justice of Mexico City, published in the Official Journal of the Federal District, page 86, No. 172, DO CERTIFY that this page is an accurate translation of the original document. Signed at Mexico City, Mexico, on the 12th day of February, 2020.

