

CONTRACT OF ADHESION OF PROMISE OF PURCHASE AND SALE OF LAND WITH HOUSING LAND USE EXECUTED ON THE ONE HAND BY LAURA PATRICIA CADENA GUIBERRA AND/OR CRISTIAN ESTELA VILLAMOR SÁNCHEZ, AS LEGAL REPRESENTATIVE OF THE LEGAL ENTITY NAMED "WAYÚUM GEA" SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, WHO FOR THE PURPOSES OF THIS CONTRACT WILL BE REFERRED TO AS "THE PROMISING SELLER PARTY" AND ON THE OTHER HAND, "THE PROMISING BUYER PARTY" IN ITS OWN PERSONAL RIGHT, WHOSE GENERAL INFORMATION IS CLEARLY SPECIFIED IN "ANNEX 1" OF THIS CONTRACT, WHICH THEY EXECUTE SUBJECT TO THE FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS:

FIRST.- "WAYÚUM GEA" SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE through its legal representatives, declares:

- A)** That the represented company is a Mexican corporation named **"WAYÚUM GEA" S.A. de C.V.**, whose corporate purpose is the purchase, sale, acquisition, alienation, subdivision, development, construction, urbanization, commercialization and administration of all kinds of real and personal property; which was incorporated under Mexican law by means of public deed number **two thousand six hundred ninety** dated July twenty-ninth, two thousand twenty-two, which was granted before the faith of Alejandro José Monsreal Rodríguez, Notary Public of the State, in exercise, Holder of the Notary Public Office Number Fifteen of the State of Yucatán.
- B)** That it is registered before the Tax Administration Service in the Federal Taxpayers Registry WGE220729PH3 (W,G;E, two, two, zero, seven, two, nine, P,H, three), and
- C)** That its address is located at 7B Street, number 361, Colonia Santa Gertrudis Copó, Mérida, Yucatán, C.P. 97305, as well as the e-mail and cellular contact number, juridicoventas@gpogea.mx and 9999441757 Ext. 1006 respectively. The same are indicated for all the legal effects derived from the present contract, such as notifications or delivery of documents.
- D)** That their legal representatives declares that her general information is as follows:
Laura Patricia Cadena Guiberra, that her general information is as follows: Mexican nationality by birth and daughter of parents of the same nationality and origin, being of legal age for having been born in Mexico City, on July twenty-eighth, nineteen hundred eighty-six, married under the separation of property regime, with Federal Taxpayers Registry CAGL860728CL2 (C, A, G, L, eight, six, zero, seven, two, eight, C, L, two).
Cristian Estela Villamor Sánchez, that her general information is as follows: Mexican nationality by birth and daughter of parents of the same nationality and origin, being of legal age for having been born in the City of Progreso, on August twelve, nineteen hundred eighty-eight, married under joint assets regime, with Federal Taxpayers Registry VISC88081258A (V,I,S,C, eight, eight, zero, eight, one, two, five, eight, A).
- E)** That their legal representatives accredit the character with which they appear to the present promise of purchase and sale by means of the public deed number **three thousand seven hundred twenty** dated **October twenty-five of the year two thousand twenty three**, which was granted before the faith of Alejandro José Monsreal Rodríguez, attorney at law, Holder of the Notary Public Office Number Fifteen of the State of Yucatán.

Legal instrument that is registered in the National Registry of Notices of National Powers of Attorney under the Registration Number RRK37SNQTWWE, also registered in the Public Registry of Commerce of the State of Yucatan under the electronic commercial folio N-2022055700. A simple copy of the document described above is attached to the present document.

- F) That the real estate development called **"Weech"**; hereinafter **"THE DEVELOPMENT"**; has been constituted in a condominium property regime made up of **five hundred seventy eight lots**, as evidenced in public instrument number **three thousand five hundred forty** of October eleventh, two thousand and twenty-three, granted before the faith of Alejandro José Monsreal Rodríguez, attorney at law, holder of Notary Public Number Fifteen of the State of Yucatán, with residence in this city of Mérida, that is registered under the number of inscription number 3386896 (three million three hundred eighty-six thousand eight hundred ninety-six million three hundred eighty-six thousand eight hundred ninety-six) of the direction of the Public Registry of the Property and Commerce of the state, of the Institute of Patrimonial Juridical Security of Yucatan, on the property that is described as follows:
"CADASTRAL NUMBER THIRTY-THREE THOUSAND ONE HUNDRED AND NINE IN THE TOWN OF CHICXULUB PUERTO, MUNICIPALITY OF PROGRESO, STATE OF YUCATÁN, WITH A SURFACE AREA OF ONE HUNDRED AND EIGHTY THOUSAND TWO HUNDRED AND FIFTY ONE POINT SEVENTY FOUR SQUARE METERS."
- That for the purpose of this agreement, it shall be referred to as **"THE PROPERTY"**. The ownership of **"THE PROPERTY"** was acquired by purchase and sale, as evidenced in public deed number five thousand three hundred ninety-three on December twenty-eighth, two thousand and twenty-two which was granted before the faith of Alejandro José Monsreal Rodríguez, Notary Public of the State, in exercise, Holder of the Notary Public Office Number Fifteen of the State of Yucatán.
- G) That the transfer of the ownership of **"THE LOT"** by means of public deed will be carried out provided that **"THE PROMISING BUYER PARTY"** pays the totality of the price agreed in **"ANNEX 3"**, on the dates and for the amounts indicated in said document, as well as that it complies with each and every one of the conditions established in the present promise of purchase and sale.
- H) That the **"Weech"** development will be delivered in December of the year two thousand twenty-nine, and will be equipped with:
- a. distinctive entrance and guardhouse,
 - b. perimeter fencing,
 - c. electric power,
 - d. drinking water collection system,
 - e. paved streets,
 - f. sewage system,
 - g. sidewalks and parks, as well as various services,
 - h. green areas for common use, and
 - i. clubhouse.

Likewise, **"THE PROMISING BUYER PARTY"** will be responsible for covering the expenses corresponding to the potable water service and direct supply to **"THE LOT"** to the Condominium Regime Administration, while for the supply of electric energy **"THE PROMISING SELLER PARTY"** will take care of the infrastructure for the supply of electric energy to **"THE DEVELOPMENT"** through a meter network and

with connections in each lot, providing electric power to the amenities and areas of common use as well as to the public lighting. Notwithstanding the foregoing, it is the sole responsibility of **"THE PROMISING BUYER PARTY"** to carry out the necessary procedures before the Federal Electricity Commission for the connection of the electrical network of **"THE LOT"** in accordance with the provisions of the Federal Electricity Commission, among which is the requirement to have the construction within **"THE LOT"** in the finishing stage. **"THE PROMISING BUYER PARTY"** will have the obligation to pay the rights and contributions according to its energy consumption.

If so required, **"THE PROMISING BUYER PARTY"** may request **"THE PROMISING SELLER PARTY"** the demarcation of **"THE LOT"**, being the interested party responsible for the demarcation expenses.

- I) That **"THE DEVELOPMENT"**: It shall have the pertinent Civil Protection Regulations for the date of delivery of the same, in accordance with First Declaration, item H). This regulations will be sent to **"THE PROMISING BUYER PARTY"** through the contact means indicated in **"ANNEX 1"**, in a period of no more than 60 (Sixty) calendar days from its issuance, and it has the plans, reports, authorizations, licenses and permits issued by the competent authorities for the construction, security, use of land, and others related to **"THE LOT"**, its operation and legal establishment of the same, which have been exhibited and explained to **"THE PROMISING BUYER PARTY"**, and they are again at its disposal for consultation at the address.
- J) That this promissory contract of sale and purchase is registered since November twenty-fourth, two thousand and twenty-three before the Procuraduría Federal del Consumidor (Federal Consumer Protection Agency), through the "Registro de Contratos de Adhesión en Línea" (Online Registry of Adhesion Contracts), with number 9818-2023 (nine thousand eight hundred eighteen, dash, two thousand twenty-three), in accordance with the applicable regulations on the matter.
- K) That it was made available to the **"THE PROMISING BUYER PARTY"**, the information specified in **"ANNEXES 5 AND 6"**, corresponding to the Letter of Rights of **"THE PROMISING BUYER PARTY"** and Privacy Notice, respectively.

SECOND.- "THE PROMISING BUYER PARTY" declares that:

That he/she is a _____ person in full exercise of his/her rights and with the capacity to bind and contract, his/her general information is specified in **"ANNEX 1"** of the present contract.

THIRD.- BOTH PARTIES DECLARE: That they mutually acknowledge their personalities with which they appear to enter into this contract.

CLAUSES

FIRST - Obligations and rights of "THE PROMISING BUYER PARTY".-

"THE PROMISING BUYER PARTY" declares and grants:

- A) That it undertakes and commits to enter into the definitive purchase and sale agreement of **"THE LOT"** under the terms and conditions set forth in this promise of purchase and sale agreement, including its annexes.
- B) That he/she knows **"THE LOT"** that he/she promises to acquire, which may only be used for **HOUSING PURPOSE**, and he/she agrees to abide by the construction and

condominium Regime Bylaws attached to this contract, and he/she hereby declares his/her full agreement with said compliance.

- C) That it shall have the obligation and shall be solely responsible for requesting and obtaining all applicable municipal, state and federal permits and/or authorizations for the construction of **"THE LOT"** within **"THE DEVELOPMENT"**.
- D) That all expenses, payments and rights required for the contracting of electric power and others, shall be at the sole expense and for the sole account of **"THE PROMISING BUYER PARTY"**, being at its own expense the expenses, taxes, rights, meter payments and others arising from such concepts.
- E) In this act, **"THE PROMISING BUYER PARTY"** exempts **"THE PROMISING SELLER PARTY"** from all responsibility for the sanctions or fines generated by the non-compliance of the obligations indicated in this clause.
- F) He/She has the right to receive detailed and timely information, as well as to receive accurate, clear and updated information and publicity from **"THE PROMISING SELLING PARTY"** of the **"LOT"** object of the present contract.
- G) He/She has the right to cancel the transaction without liability within five business days after the signing of this contract.
- H) He/She has the right to demand **"THE PROMISING SELLING PARTY"** the performance of this contract.
- I) He/She has the right to demand the damages and prejudices caused, in case **"THE PROMISING SELLING PARTY"** proceeds with fraud or bad faith in the contracting.

SECOND.- Obligations and rights of "THE PROMISING SELLER PARTY.-

"THE PROMISING SELLER PARTY, declares and grants:

- A) That it is obliged and committed to sell **"THE LOT"** indicated in **"ANNEX 2"**, in a real, definitive and irrevocable manner, without any restriction or caveat in favor of **"THE PROMISING BUYER PARTY"**, free of encumbrances, with any property tax debt, obliging to transfer the ownership and possession with the useful and direct domains of said property, with all that in fact and by law corresponds to it and is within its boundaries, being obliged **"THE PROMISING SELLER PARTY"** to the respective reorganization in case of eviction in the form and according to law.
- B) That it is obliged to provide truthful, clear and updated information and publicity of **"THE LOT"**.
- C) That it provides **"THE PROMISING BUYER PARTY"** with the information and documentation of **"THE LOT"**.
- D) That it undertakes not to condition the main purchase and selling operation to the contracting of additional services.
- E) Execute the definitive title deed in favor of **"THE PROMISING BUYER PARTY"** as long as **"THE PROMISING BUYER PARTY"** has punctually complied with all the obligations at its charge, including the total payment of the agreed price and the anticipated annual administration fee, as stipulated in the eighth clause.
- F) To be liable for the damages caused to **"THE PROMISING BUYER PARTY"** if the competent authority determines that it proceeded with fraud or bad faith in the contracting, in accordance with articles 1 section III, 7, 85 and 86 of the Federal Consumer Protection Law and article 1822 of the Federal Civil Code.
- G) That it is obliged to respect the right of **"THE PROMISING BUYING PARTY"** to cancel the operation without any liability for both parties, within five working days after the signing of this contract.

- H) He/She agrees to sign the definitive purchase and sale contract.
- I) He/She has the right to demand from **"THE PROMISING PURCHASING PARTY"** the performance of this contract.

THIRD.- Purchase and sale price.- The price for the purchase and sale of **"LOT"** is the total and sole amount indicated in **"ANNEX 3"**. Amount that **"THE PROMISING BUYER PARTY"** will pay to **"THE PROMISING SELLER PARTY"** in due time and form, according to the amount broken down in the mentioned annex, called **"MONTHLY AMOUNT"**.

For the purposes of this contract, the collection hierarchy for the **"MONTHLY AMOUNT"** shall be governed in the following order:

- a) Down Payment,
- b) Fees,
- c) Subscription,

Independently of the amount made by **"THE PROMISING BUYER PARTY"** deposited in the corresponding monthly installment.

All the amounts delivered by **"THE PROMISING BUYER PARTY"**, will be considered as deposits to guarantee the execution of the definitive deed of sale, which will be reflected as a total at the moment of making the last deposit of the transaction.

"THE PROMISING BUYER PARTY" declares that **"THE PROMISING SELLER PARTY"** exposed and explained to it the different methods of payment available for the acquisition of **"THE LOT"**, therefore, it fully recognizes and accepts the selected modality, as well as the breakdown of the payments contained in **"ANNEX 3"**.

FOURTH- Urbanization of the lot.- **"THE PROMISING SELLER PARTY"** undertakes to provide **"THE PROPERTY"** with the urban infrastructure described in the FIRST Declaration, Section H), in the year two thousand and twenty-nine.

FIFTH.- Construction of the lot.- **"THE PROMISING BUYER PARTY"** will carry out the construction of **"THE LOT"** according to the Condominium Development Regime and Regulations, on its own account and at its exclusive charge. It will be the responsibility of **"THE PROMISING BUYER PARTY"** to acquire the electric energy meters for the distribution of the electricity services in **"THE LOT"**; in accordance with what is stated in the first declaration, paragraph H); likewise, it will be its responsibility to obtain the necessary municipal, state and federal permits and authorizations for the construction within **"THE LOT"**.

Likewise, the **"THE PROMISING BUYER PARTY"** accepts that its project and its construction will operate in accordance with the provisions of the "Regulations of the Condominium Development", which was sent to the e-mail indicated in **"ANNEX 1"**, expressing in this manifesting in this act its total conformity with its compliance.

"THE PROMISING BUYER PARTY" may not, under any circumstances, change the land use of **"THE LOT"**.

SIXTH- Services. All expenses, rights, payments and procedures required for the contracting of the electric power service, and other services required for **"THE LOT"**, shall be for the sole account and responsibility of **"THE PROMISING BUYER PARTY"**.

SEVENTH.- Condominium Regime.- "THE PROMISING BUYER PARTY", undertakes and commits itself to:

- A) Comply with the Regime and Regulations to which "THE DEVELOPMENT" will be subject in the condominium to which "THE LOT" belongs and which is the reason for this contract.
- B) To cover the condominium administration fees established for such purpose, for which, upon signing this contract, agrees to make a payment to "THE PROMISING SELLER PARTY" as an anticipated administration fee whose amount is the equivalent to one year of payment of monthly fee, as established in the "FEES" section described in "ANNEX 3" of this contract, with a maximum term for its liquidation on **DECEMBER TWO THOUSAND TWENTY-EIGHT**.

The concept of anticipated annual administration fee will cover in full the first year as of the delivery of "THE DEVELOPMENT" to the "CONDOMINIUM MANAGER".

It shall be understood that "THE PROMISING SELLER PARTY" has delivered the development to the "Condominium Manager", when it notifies the latter, in an irrefutable manner, that it has finished developing without any further formality, that it has finished developing "THE DEVELOPMENT".

EIGHTH - Execution of public deed and general conditions of the final purchase and sale contract.- "THE PROMISING SELLER PARTY" declares: is obliged and undertakes to grant the definitive title deed of "THE LOT" in favor of "THE PROMISING BUYER PARTY" provided that "THE PROMISING BUYER PARTY" has punctually complied with all the obligations at its charge, including the total payment of the agreed price, in accordance with the following assumptions:

- A. "THE PROMISING BUYER PARTY" of Mexican nationality - The final deed of sale of "THE LOT" will be granted in favor of "THE PROMISING BUYER PARTY" when it proves its Mexican nationality, either by birth or by naturalization, in accordance with Article 30 of the Constitution of the United Mexican States.
- B. "THE PROMISING BUYER PARTY" of foreign nationality. "THE PROMISING SELLER PARTY" is obliged and undertakes to appear as "THE PROMISING BUYER PARTY" through an IRREVOCABLE TRUST TRANSFER OF DOMAIN OF "THE LOT" in favor of "THE PROMISING BUYER PARTY", by virtue of the foregoing, "THE PROMISING BUYER PARTY" undertakes and commits to process the corresponding permit from the Ministry of Foreign Affairs to execute the same, as well as to designate as trustee the lending entity of its preference and to execute all those acts and contracts prior to the execution of the public deed of trust with the trustee.

The transaction agreed upon in this agreement shall be subject to the issuance by the competent authorities, in accordance with the applicable legal provisions, of the corresponding certificates and registrations, in order for the unit to be constituted as a unit.

All expenses, taxes, rights and fees corresponding to the public deed will be paid to the Notary by "THE PROMISING BUYER PARTY" with the exception of the Income Tax and the

Cedular Tax, in case it is caused, which will be charged of **"THE PROMISING SELLER PARTY"**. **"THE PROMISING SELLER PARTY"** shall transfer the property of **"THE LOT"** object hereof to **"THE PROMISING BUYER PARTY"**, free of any lien, seizure or limitation in its use or domain, (except for the provisions of the construction regulations) and without debts of any kind.

From the moment in which **"THE PROMISING BUYER PARTY"** receives the legal possession of **"THE LOT"**, it is obligated to cover all expenses, costs, rights, taxes, services, etc., that are generated due to the possession of the same, including the Property Tax and the general maintenance fees of the condominium to which **"THE LOT"** will belong.

The parties agree to celebrate the future purchase and sale agreement² under the terms and conditions agreed in the present clause.

1. **SUBJECT:** The object of the Purchase and Sale Agreement shall be the purchase and sale of **"THE LOT"**.
2. **PARTIES:**
THE SELLER: Shall be the persons established in the foreword and in the First Declaration of this promise of sale contract.
THE BUYER: Shall be the persons set forth in the foreword and in the Second Declaration, or the assign of the same in accordance with the provisions of this contract.
3. **DESCRIPTION OF THE LOT:** The description, measurements, boundaries and approximate limits of **"THE LOT"**, which will be the subject of the Purchase and Sale Contract, are those described and detailed in **"ANNEX 2"** of the present contract, which signed by the parties becomes an integral part of this instrument.
4. **PRICE:** The price of **"THE LOT"** shall be the amount established in **"ANNEX 3"**.
5. **CONDOMINIUM PROPERTY REGIME:** **"THE PROMISING SELLER PARTY"** constituted a condominium property regime over **"THE DEVELOPMENT"**; such as established in the First Declaration, Section F); in accordance with the applicable and current legislation.

"THE PROMISING BUYER PARTY", as from the delivery of **"THE LOT"** in the terms agreed in the present clause, is obliged to cover the person or entity in charge of the Condominium Administration on the Project:

- 1. The ordinary and extraordinary fees established for such purpose by the owners' assembly;
- 2. The amount determined by the assembly of owners for the reserve fund.

6. **DESTINATION:** **"THE PROMISING BUYER PARTY"** may only and exclusively use **"THE LOT"** for the exclusive use of residential house, whose project shall be subject to the rules established for such purpose by the condominium property regime, its regulations and the applicable construction regulations, and also undertakes that this clause shall be inserted in the documents by means of which the subsequent alienations of **"THE LOT"** are formalized.
7. **OBLIGATIONS OF THE PROMISING SELLER PARTY:** **"THE PROMISING SELLER PARTY"** undertakes to deliver to **"THE PROMISING BUYER PARTY"**

"**THE LOT**" with the infrastructure indicated in the First Declaration, paragraph H) on the date established therein.

8. **JURISDICTION AND ADDRESS:** The Parties shall submit to the same jurisdiction stipulated in the present contract. Likewise, they indicate domiciles to receive notifications, the same indicated in the Declarations section.
9. **REGULATIONS: "THE PROMISING BUYER PARTY"** hereby agrees to comply with and respect the Condominium Administration Regulations and the Condominium Construction and Architecture Regulations. The foregoing shall be applicable for the entire time he/she remains as owner of "**THE LOT**", without any limitation, reservation, or caveat whatsoever. As proof of the acceptance by "**THE PROMISING BUYER PARTY**" of the provisions of this paragraph, copies of the documents referred to above shall be added to the appendix of the public instrument by which the sale is formalized.

NINTH.- Causes and effects of termination.- The parties agree that the following shall be grounds for termination of this contract:

I. The contracting parties agree that "**THE PROMISING SELLER PARTY**" may opt for the full civil termination of this contract, even in advance, without liability, requirement or consent for it and without further procedure, when "**THE PROMISING BUYER PARTY**" fails to make the deposits within a period of three consecutive months under conditions agreed in "**ANNEX 3**", or fails to comply with any other obligation it acquires through this instrument and shall have the following legal effects:

A) "**THE PROMISING SELLER PARTY**" shall return to "**THE PROMISING BUYER PARTY**" fifty percent of the monthly installments that were granted as "**credit note**" agreed in "**ANNEX 3**" of the present promise, within a maximum term of one hundred and twenty calendar days.

B) Payments made as "down payment and fees" are not refundable.

II. Both parties agree that in the event that "**THE PROMISING SELLER PARTY**" fails to comply with any of the obligations stipulated in this promise of sale contract, it shall have the following legal effects:

A) "**THE PROMISING SELLER PARTY**" shall return in favor of "**THE PROMISING BUYER PARTY**" the total of the payments made as "**down payment, fees and installment**" that it received according to what is agreed in "**ANNEX 3**" of the present promise, within a maximum term of one hundred and twenty calendar days.

B) Any amount that "**THE PROMISING SELLER PARTY**" has to reimburse to "**THE PROMISING BUYER PARTY**", as an effect of the termination, shall be reimbursed in cash in local currency or to a national account that "**THE PROMISING BUYER PARTY**" may designate, and shall not cause any legal interest in favor of the latter.

By virtue of any of the previous causes, "**THE PROMISING BUYER PARTY**" will lose all its rights with respect to "**THE LOT**", for having updated any cause of termination, being

entitled "**THE PROMISING SELLER PARTY**" with the freedom to contract with third parties with respect to "**THE LOT**" that was the object of the terminated contract.

The party wishing to terminate the present contract of promise of purchase and sale, shall notify in writing to the e-mail address indicated by the other party as a means of contact, the intention to terminate the contract, as well as the causes that motivate the termination. Once the notice of termination has been delivered in the terms herein agreed and the corresponding amounts have been delivered, the obligation to enter into the purchase-sale contract shall be canceled and without effect and "**THE PROMISING SELLER PARTY**" may freely dispose of "**THE LOT**", with which "**THE PROMISING BUYER PARTY**" is now in agreement.

Notwithstanding the aforementioned, "**THE PROMISING BUYER PARTY**" has the right to cancel the present contract, within five working days following the signing of this instrument, without prejudice to the payments made, as a consequence of the above, "**THE PROMISING SELLER PARTY**" shall return the amount delivered, deducting 10% (Ten percent) for operating expenses incurred. Such refund shall be made within 5 to 15 working days following the date of notification of the cancellation through the means of contact indicated in the First Declaration, Paragraph C) and Clause Eleven of this instrument, which must be made in writing and signed by "**THE PROMISING BUYER PARTY**".

TENTH.- Availability of documentation.- The documentation described in this promise to purchase and sale contract is in the file of "**THE PROMISING SELLING PARTY**" and is at the disposal of "**THE PROMISING BUYING PARTY**" in case it is required. In order to request the revision of any document "**THE PROMISING BUYING PARTY**" must effectively notify the "**THE PROMISING SELLING PARTY**" of the request, who will let him/her know by the same means of contact the terms and process for the delivery of the required documentation.

ELEVENTH.- Addresses and contact information.- For notifications and/or notices of any kind related to this promise to this promise of sale contract, the parties declare that they may be notified at the following addresses:

- A) "**THE PROMISING BUYER PARTY**", the one mentioned in the section "Address" and "E-mail" section contained in **ANNEX 1**.
- B) "**THE PROMISING SELLER PARTY**", the address and e-mail address indicated in the First Declaration, paragraph C) of the present instrument.

Any change of address or e-mail address between the parties shall be notified to the other. Otherwise, any notice carried out at the address or e-mail address originally designated shall be deemed valid.

The means of contact indicated by "**THE PROMISING SELLER PARTY**" in paragraph B) of this Clause, shall also serve as channels of attention to receive comments, suggestions and complaints from "**THE PROMISING BUYER PARTY**". These attention channels will be available from Monday to Friday, from nine in the morning to two in the afternoon and from four to six in the afternoon. The aforementioned shall be exempt on non-working days by Law or Governmental Decree.

TWELFTH.- Guarantee.- "THE PROMISING SELLER PARTY" shall be liable to "THE PROMISING BUYER PARTY" for the recovery in case of eviction in accordance with the laws applicable to the matter. "THE PROMISING SELLER PARTY" is obligated to respond for hidden defects or defects in the location, measurements and surface of the land belonging to "THE LOT" for a period of one year counted from the delivery of possession of the same, as long as "THE PROMISING SELLER PARTY" still acts as administrator of the condominium regime and has the corresponding faculties. Any claim must be made by "THE PROMISING BUYER PARTY" to "THE PROMISING SELLING PARTY" within this term and in writing to the means of contact described in the First Declaration, Clause C) and Eleventh Clause of this instrument.

The guarantee shall consist of "THE PROMISING SELLING PARTY" executing any act tending to the repair of the defects or faults found in "THE LOT" and/or all the necessary steps regarding the regularization and necessary adjustments to "THE LOT", without any additional cost for "THE PROMISING BUYER PARTY" .

THIRTEENTH.- Previous and subsequent agreements. The parties acknowledge that this agreement constitutes the only agreement between them, and therefore any previous agreement, whether verbal or written, shall be null and void as of the date of signature of this instrument.

In order for any agreement, update or variation related to the promise of purchase and sale agreed between the parties to be effective, it must be in writing by means of an agreement and duly signed by both parties.

FOURTEENTH.- Annexes. The Annexes attached to this agreement, properly signed by the parties, are an integral and binding part of the same, and may never be interpreted in isolation or separately from this agreement.

FIFTEENTH.- Dispute resolution. Any controversy, difference or claim arising out of this contract and any amendment to it or relating this contract, including, in particular, its formation, validity, enforceability, interpretation, execution, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the Law of Alternative Dispute Resolution Mechanisms of the State of Yucatan. The mediation will take place at the domicile agreed between the parties. In case of not reaching a favorable solution for the parties, the interpretation, compliance and execution of the present contract will pass to the jurisdiction of the competent judges and courts of Merida, State of Yucatan, renouncing to any jurisdiction that by reason of their origin, domicile or neighborhood they may have or may have. Likewise, it establishes the competence of the Office of the Federal Consumer Attorney's Office of the Metropolitan Zone of Merida to resolve in administrative proceedings any conflict related to the interpretation or fulfillment of the present contract of promise of purchase and sale.

In the event that the non-compliance of one of the parties to this contract causes damages to the other party, the latter may bring a civil liability action before the jurisdictional authorities previously indicated, within a period of two years, in accordance with Article 1161, section V of the Federal Civil Code and Article 970, section V of the Civil Code of the State of Yucatan.

SIXTEENTH.- Obligations of heirs and/or legal representatives. The contracting parties establish that, in the event of death, the rights and obligations contracted herein shall pass to their heirs or legal representatives as appropriate, who are obliged to comply with this contract under the same conditions.

SEVENTEENTH.- Personal data. The personal data obtained by **"THE PROMISING SELLER PARTY"**, will be treated in accordance with the principles of legality, consent, information, quality, purpose, loyalty, proportionality and responsibility.

For the purposes of the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals, **"THE PROMISING SELLER PARTY"** attaches to this contract its Privacy Notice; as set forth in the First Declaration, paragraph K); in the **"ANNEX 6"**, in which it informs the Holder of the personal data, what information will be collected and their purposes.

In the case of sensitive personal data, **"THE PROMISING SELLER PARTY"** must obtain the express written consent of the holder for its treatment. Databases containing sensitive personal data may not be created without justifying the creation of such databases for legitimate, concrete and specific purposes in accordance with the activities or explicit purposes pursued by the regulated subject.

"THE PROMISING SELLER PARTY" shall not transfer or transmit to third parties, for marketing or advertising purposes, the information of **"THE PROMISING BUYER PARTY"** provided on the occasion of the present contract.

The Holder of the personal data or its legal representative may request to **"THE PROMISING SELLER PARTY"** at any time the access, rectification, cancellation or opposition (better known by its acronym "ARCO" rights) regarding the personal data and sensitive personal data provided.

Wherefore, for the record, this **CONTRACT OF ADHERENCE OF PROMISE OF PURCHASE AND SALE OF LAND FOR HOUSING USE IS SIGNED**, as well as the six annexes contained herein, in two counterparts, whereby **"THE PROMISING BUYER PARTY"** receives **THE FIRST AMOUNT** and **"THE PROMISING SELLER PARTY"** **THE SECOND AMOUNT** in the city of Merida, Capital of the State of Yucatan, belonging to the United Mexican States, on the date: _____ of _____ of the year _____.

"THE PROMISING SELLER PARTY"

"THE PROMISING BUYER PARTY"

**CRISTIAN ESTELA VILLAMOR
SÁNCHEZ/LAURA PATRICIA CADENA
GUIBERRA**

Representative of
"Wayúum GEA" Sociedad Anónima de Capital Variable

ANNEX 1:

"THE PROMISING BUYER PARTY".

This ANNEX is an integral part of this Contract. **"THE PROMISING BUYER PARTY"** promises to abide by the terms and conditions set forth herein.

<u>IN CASE OF NATURAL PERSON</u>	<u>IN CASE OF BEING A MORAL PERSON</u>
Name:	Name or Corporate name:
Nationality:	Legal Regime:
Place of birth:	Corporate purpose:
Date of birth:	Nationality:
Marital status:	Articles of incorporation:
Property regime of marriage:	RFC:
Occupation:	Name of the legal representative:
Address:	Power of attorney or legal document that proves your personality:
CURP:	RFC of the legal representative:
RFC:	Contact telephone number:
Telephone number:	E-mail address:
E-mail address:	Address:

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ANNEX 2:

"THE LOT"

Internal Number: _____

Table: _____

Lot: _____

Municipality: _____

Surface area: _____ (_____)

Description of the property: _____

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ANNEX 3:

PRICE AND METHOD OF PAYMENT

The total amount for the purchase and sale of **"THE LOT"** corresponds to:
\$_____M.N. (They are: _____ PESOS, NATIONAL CURRENCY).

To guarantee the execution of the definitive deed of Sale in favor of **"THE PROMISING BUYER PARTY"**, the party **"THE PROMISING BUYER PARTY"** will deliver deposits in accordance with the "Table of Deposits" described below:

Pay Number	Date	Down payment	Fees	Credit	Interest	Monthly payment
1		\$	\$	\$	0%	\$
2		\$	\$	\$	0%	\$
3		\$	\$	\$	0%	\$

The bank account to make the payment for **"THE LOT"** is the following:

Bank	Count	CLABE	Beneficiary	RFC

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ANNEX 4:

DEVELOPMENT DATA SHEET

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ANNEX 5:

LETTER OF RIGHTS OF "THE PROMISING BUYER PARTY"

- To receive, with respect to the real estate offered, truthful, clear and updated information and advertising, regardless of the means by which it is communicated, including digital media, in such a way that allows the consumer to make the best purchase decision knowing truthfully the characteristics of the real estate he/she is acquiring, in accordance with the provisions of the Law.
- To know the information about the characteristics of the property, including: the size of the land, built surface, type of structure, installations, finishes, accessories, parking area, common areas, services available and general physical condition of the property.
- Freely choose the property that best meets your needs and fits your purchasing power.
- Not to make any payment until the contractual relationship is recorded in writing, except for those related to operating expenses, in accordance with the terms set forth in the LFPC.
- Sign an adhesion contract under the model registered with the Federal Consumer Protection Agency, which contains the terms and conditions of the sale and purchase of the real estate. After signing the contract, the supplier has the obligation to deliver a copy of the signed contract to the consumer.
- Acquire a property that has the safety and quality characteristics contained in the applicable regulations and set forth in the information and advertising received.
- To receive the real estate property in the term and conditions agreed with the supplier in the respective adhesion contract.
- If applicable, exercise the real estate guarantees provided for in the LFPC, considering the specifications set forth in the respective adhesion contract.
- Receive the corresponding bonus or compensation in terms of the LFPC, in the event that once the warranty has been exercised, defects or faults persist in the

property. Likewise, to have the necessary repairs made in the event of defects or failures attributable to the supplier, or to opt for the replacement of the property or termination of the contract when appropriate.

- To have free and accessible channels and mechanisms of attention for consultations, requests, claims and suggestions to the supplier, and to know the address indicated by the supplier to hear and receive notifications.
- The right to protection by the competent authorities and in accordance with applicable laws, including the right to file complaints and claims before them.
- To have at your disposal a Privacy Notice to know the treatment that will be given to the personal data you provide and consent to it, if applicable; that your personal data will be treated in accordance with the applicable regulations and, to know the mechanisms available to exercise your Rights of Access, Rectification, Cancellation and Opposition.
- Receive a discrimination-free treatment, without being denied or conditioned the attention or sale of a home for reasons of gender, nationality, ethnicity, sexual preference, religion or any other particularity in the terms of the applicable legislation.
- To freely choose the notary public to carry out the deed process.

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ANNEX 6:

PRIVACY NOTICE

Based on articles 15 and 16 of the Federal Law of Protection of Personal Data in Possession of Individuals, we inform you that “**WAYÚUM GEA**”, **S.A. DE C.V.**, which operates under the trade name **Grupo Gea**, with address located in the property marked with the number 361 of 7B street in Colonia Santa Gertrudis Copó, Mérida, Yucatán, is responsible for collecting your personal data, the use given to them and their protection.

USES AND PURPOSES OF YOUR PERSONAL DATA:

In accordance with the provisions of article 16 section II of the above-mentioned Law, the Personal Data you provide to Grupo Gea will be processed, in addition to complying with the obligations arising from the relationship that may be created with you, for the following purposes:

1. Provide you with information about properties, services, promotions, or other activities or proposals of interest of Grupo Gea.
2. Provide your information to our designated Real Estate Advisors to attend you physically, as well as to contact you to provide further or new information requested for such purposes, or to provide information about your companies for informational or promotional purposes.
3. To contact you regarding the attention you have received from the designated Real Estate Advisor, or so that the Sales Coordination can provide you with timely information on topics of interest to you.
4. For you to participate in promotions, or other activities of Grupo Gea.
5. To ask you to answer some satisfaction surveys regarding our products and services.
6. To provide you with new information about properties with the characteristics of your interest, or any other subject, of other related services, or as a result of the evaluations that you have made regarding the properties.
7. To give pursuit relative to agreements or contracts of some or some properties that in character of owner, or as client, they will need to be carried out.
8. To request information for market research purposes.
9. In general, to send you information about Grupo Gea.

In the case that your personal data is intended to be used for a purpose other than the above, Grupo Gea, will notify you by email or telephone, in order to obtain your consent for the processing of your personal data according to the new purposes. If we do not receive your consent, for the cases in which it is necessary, Grupo Gea will not use your personal data.

FOR INFORMATION AND FOLLOW-UP INFORMATION:

Grupo Gea, may process Personal Data, that is, information that identifies you or makes you identifiable. Some of these personal data are, for example: name, address, marital status, marital regime, place of birth, occupation, email, telephone or cell phone number, income level, payroll statements, as well as any other that has been provided voluntarily.

These personal data are provided voluntarily by you when requesting information about our properties, participating in newsletters, our social networks or registering for any related activity offered by Grupo Gea.

SECURITY

Grupo Gea has adopted the necessary administrative, technical and physical security measures to protect your personal data against damage, loss, alteration, destruction or unauthorized use, access or treatment. Access to your personal data, held by Grupo Gea will be limited to persons who need to have access to such information, in order to carry out the identified purposes.

RIGHTS THAT CORRESPOND TO YOU

You have the right to know what personal information we have about you, what we use it for and the conditions of use (Access). Likewise, it is your right to request the correction of your personal information in case it is outdated, inaccurate or incomplete (Rectification). To be removed from our records or databases when you consider that it is not being used properly (Cancellation). As well as to oppose the use of your personal data for specific purposes (Opposition). These rights are known as ARCO rights.

To exercise any of the ARCO rights, you must submit the respective request in accordance with the provisions of Article 29 of the Law, in writing to the reception of Grupo Gea, who will be responsible for forwarding it to the Legal Coordination for the study and response of the same in a period not exceeding twenty working days.

CHANGES TO THE PRIVACY NOTICE

Grupo Gea reserves the right to modify or amend, in whole or in part, this Privacy Notice. The modified Privacy Notice will be made known to you through our website.

TRANSMISSION AND TRANSFER OF PERSONAL DATA

Grupo Gea, will not share, without your prior consent, your personal data with third parties, national or foreign, outside the group of companies authorized to operate the Grupo Gea brand, unless: (a) that the law or a court order so requires; (b) that the information must be shared with contractors of Grupo Gea, to carry out internal operations and comply with the purposes described, send you new or recent real estate for sale, or rent, send a related item, store the information physically or electronically); (c) to protect the rights or assets of Grupo Gea or its brand operators, or affiliated companies (d) that such transfer is provided for in the Federal Law on Protection of Personal Data in Possession of Individuals. We have required that our operational personnel (employees, brokers) use your personal data only for the purpose of carrying out the operations for which they were provided.

CONSENT

By providing any type of information, including your personal data, you expressly: (a) accept the conditions contained in this Privacy Notice; (b) you agree that the information provided by you may be stored, used and, in general, processed for the purposes indicated, including for commercial and

promotional purposes; (c) grants Grupo Gea authorization to obtain, compile, store, share, communicate, transmit and use such information in any way or form, in accordance with the conditions established herein and applicable laws.

CONTACT

For any questions, comments, clarifications and exercise of rights to the Department of Personal Data Protection, Grupo Gea indicates as its contact information, in addition to those provided at the beginning of this document, the following: contacto@gpogea.mx

Likewise, we make copies of this privacy notice are available for your review at our address and on our website www.gpogea.mx.

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appearing as legal-representative of the
Company

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