

**Master Bond:**

**General Bonding Agreement** by and among \_\_\_\_\_ and its subsidiaries which hereinafter will be called as the **Beneficiary**, represented herein by \_\_\_\_\_ who signs on behalf of every and each one of \_\_\_\_\_ subsidiaries that are mentioned in this Agreement, and **ACE Fianzas Monterrey, S.A.**, hereinafter called the **Bonding Company** represented hereinafter by \_\_\_\_\_, as legal representative of such Company, and \_\_\_\_\_ hereinafter called the **Broker or Agent** as the bonds intermediary agent, represented herein by \_\_\_\_\_, according to the following Statements and Clauses:

**STATEMENTS**

**I. THE BENEFICIARY STATES:**

- a) That it is a company legally incorporated under the Mexican laws, as it is established at public deed instrument number ---- dated on ----- granted upon the certification of \_\_\_\_\_ Notary Public number \_\_\_\_, \_\_\_\_\_ Esquire. -, duly registered at the Property and Commerce Public Registry, under the mercantile folio -----, which business \_\_\_\_\_ purpose \_\_\_\_\_ is \_\_\_\_\_.
- b) By its legal representative \_\_\_\_\_, whose nationality is \_\_\_\_\_, who demonstrates his right to represent the Beneficiary with the proxy established at public deed instrument number \_\_\_\_\_, dated on ----- granted upon the certification of Mexico City Notary Public number \_\_\_\_, \_\_\_\_\_ Esquire, with the enough faculties to legally bind his Principal in this instrument, which have not been in any way revoked, states that it is its Principal intention to execute this Agreement.
- c) For any legal summoning and/or in order to receive notifications of any sort, even the personal ones, and for any legal or extra-legal diligence, states the address located in \_\_\_\_\_.
- d) Are included as Beneficiary, its subsidiaries, the ones which are indicated below:

Likewise, more subsidiaries can be included to this Agreement, through the document called "BENEFICIARY APPENDIX", which must contained the corresponding consecutive number in accordance with its issuance date, therefore being considered as Beneficiaries of its Suppliers, Contractors and Services Providers, the ones which will be bonded under the terms of the general bonding scheme that is established herein this document, acquiring all rights and obligations described herein.

**----- THE PRESENT ENGLISH VERSION SHALL ONLY BE UNDERSTOOD AS A COURTESY TRANSLATION. IT IS UNDERSTOOD BY THE PARTIES SUBJECT TO THE PRESENT BOND, THAT THE SPANISH VERSION SHALL PREVAIL UNDER ANY CIRCUMSTANCE.**

**II. THE BONDING COMPANY STATES:**

- a) That its representative is a Bonding Company legally authorized to issue bond policies in onerous terms, according to **Surety Company Federal Law**, duly incorporated and existing under the Mexican Republic Laws, being duly authorized for those purposes by the Ministry of Treasure, as it is established at public deed instrument number 2, 862, dated on January 5, 2000, granted upon the certification of Jorge Salinas Garza Esquire., Monterrey City Notary Public number 103, registered at the Property and Commerce Public Registry of such locality on January 13, 2000, under number 212, book 4, volume 211-05, third book, Acts and Contracts, Commerce Section.
- b) By its attorney in fact \_\_\_\_\_, who demonstrates his representation personality through notary registration instrument number \_\_\_\_\_dated on \_\_\_\_\_, granted upon the certification of San Pedro Garza Garcia City Notary Public Number 103, Jorge Salinas Garza Esquire.; that the faculties that have been granted in such instrument have not been in any way revoked, and states that it is its Principal intention to enter this **Agreement**.
- c) For any legal summoning and/or in order to receive notifications of any sort, even the personal ones, and for any legal or extra-legal diligence, states the address located \_\_\_\_\_ in \_\_\_\_\_.

**III. THE BROKER OR AGENT STATES:**

- a) That it is a company legally incorporated under the Mexican laws, as it is established at public deed instrument number ---- dated on -----granted upon the certification Notary Public number.--- of -----, duly registered at the Property and Commerce Public Registry, under the mercantile folio -----, which business purpose is -----.
- b) By its attorney in fact \_\_\_\_\_, who demonstrates his representation personality through notary registration instrument number-----dated on \_\_\_\_\_, granted upon the certification of the Federal District Notary Public Number \_\_\_\_\_, \_\_\_\_\_ **Esq.**; that the faculties that have been granted in such instrument have not been in any way revoked and states that it is its Principal will to execute this **Agreement**.
- c) That its principal is an Insurance and Surety intermediary authorized by the **Insurance and Surety National Commission upon official document number -----dated on----- ---- being in force from--- to -----, and its representative has License Number \_ \_\_\_\_\_being in force from--- to -----**, who will counsel the **Beneficiary** with its bonds issuance, claims filing, bonds cancelations, etc., under the bonding scheme that through this Agreement is described.
- d) For any legal summoning and/or in order to receive notifications of any sort, even the personal ones, and for any legal or extra-legal diligence, states the address located in \_\_\_\_\_.

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#### **IV. AL THE PARTIES STATE**

That is their will and does not exist any legal impediment to formalize this Agreement; therefore they desire to be subject to the following:

### **C L A U S E S**

#### **FIRST: SUBJECT OF THE AGREEMENT**

To state the terms and conditions through which the bonding scheme will operate in relation with obligations of advance payment, performance, good quality and/or hidden vices and conventional penalties raised from Contracts, Purchase Orders that the **Beneficiary** executes with his Suppliers, Contractors or Services Providers.

The **Contractors and Suppliers Master Bond** is constituted by the following obligations that may be included, all or some, as the Beneficiary and Principal requires, upon the corresponding Inclusion Endorsements:

##### **Bid Offer**

The offer intending submitted by the Contractor or Supplier will be guaranteed upon each Inclusion Endorsement.

##### **Advance Payment**

The duly investment, partial or total, of all those amounts delivered to the Principal at any time within the effectiveness period executed by said Principal, that as an advance payment by the Beneficiary, will be guaranteed for the amounts of each Inclusion Endorsement, as well as the reimbursement of the amount of money neither invested nor amortized.

##### **Performance**

The delivery of goods, the work performance and/or the fulfillment of the obligations arisen upon the guaranteed contracts, under the conditions and specifications stated in said Contracts or Purchase Orders, as may be the case, executed by and between the Principal and the **Beneficiary**, referred at the Inclusion Endorsement will be guaranteed and it will be effective according to the non-fulfilled proportion, unless written acceptance by the **Bonding Company**, specifically at the corresponding Inclusion Endorsement, so that the proportionality means should not operate at those cases where the nature of the guaranteed obligation is clearly non divisible.

##### **Good Quality / Hidden Vices**

The good quality of the performed works, goods or merchandise delivered to the Beneficiary used during the work performance up to one year after the reception date will be guaranteed, as well as hidden vices repairs according to each Inclusion Endorsement. The amount to be claimed will be the actual cost of repairing the damage caused by the hidden vice.

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**Conventional penalties:** The conventional penalties stipulated at the contracts, up to the amount specified in them and at the Inclusion Endorsements will be guaranteed. The application of said penalties shall occur when the Principal does not accomplish with the duly deliverance of the goods or hired services. Such Penalties may be:

**i) Moratorium Conventional Penalties**

The payment of penalties established at the Work or Delivery contracts, only upon moratorium penalties which shall not exceed the percentage established at the contract or order amount, under which the Principal obligations are stipulated to be established at the Inclusion Endorsement, will be guaranteed. The payment of said coverage will be the amount that may correspond according to the actual fulfillment of the obligation.

**ii) Non-Moratorium Conventional Penalties.**

Likewise it will be possible to guarantee non-moratorium conventional penalties, responding in proportional terms according to the actual fulfillment of the obligation. However, according to the disposition provided at article 1846 of the Federal District Civil Code, the performance and non-moratorium conventional penalties coverage will not be subject to be claimed against the Bonding Company, only one of said concepts may be claimed, performance or non-moratorium conventional penalties.

**SECOND: BONDING SCHEME**

- a) The parties agree that the bonding service for the Contractors and Suppliers of the Beneficiary, as for the operation referred in this Agreement, will be established under the issuance of a Master Bond with Inclusion Endorsements.
- b) The **Master Bond** and the **Inclusion Endorsement** will be issued accordingly to the dispositions of the **Surety Company Federal Law**, which will be applied to this **Agreement. The Inclusion Endorsements** will be issued under the formats attached to this **Agreement**.
- c) This **Agreement** will be part of the **Master Bond** and of each one of the issued Inclusion Endorsements. Therefore, in each one of them it will have to be stated that this **Agreement** is literally reproduced in it as if it was part of them.

**THIRD: BONDING REQUIERMENTS**

- a) The parties agree that the Beneficiary will request the **Contractor Supplier** or **Service Provider** to contact the Agent or **Broker** once the source contract is signed, so that said Broker initiates with the **Contractor** or **Supplier** the documents integration so that the analysis mentioned at **section "b)"** of this **clause** is done.
- b) The parties agree that the **Bonding Company** will individually analyze each one of the **Contractors, Suppliers** and **Services Providers**, and will solely include to the **Master Bond** No. \_\_\_\_\_, those **Contractors, Suppliers or Services Providers** who fulfill the requirements established at the provisions issued by the Insurance and

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Surety National Commission and in its the inner policies for the issuance of this type of bonds, as well as with what it is provided by the **Bonding Institutions Federal Law**.

- c) The **bonding Company** reserves its right to reject those **Contractors** or **Suppliers** that do not fulfill with its documentation and guaranties requirements.
- d) The **Agent or Broker** shall issue each **Inclusion Endorsement**, previous authorization of the **Bonding Company** and shall deliver it to the **Beneficiary**, **prior the Premium payment by the Principal**.
- e) The **Agent or Broker** shall process the cancelation of all the Inclusion Endorsements that are issued under the terms of this **Agreement** and the mentioned **Master Bond**.

#### **FOURTH: BONDING AGREEMENT TIME OF EFFECTIVENESS**

- a) The **Bonding Agreement** time of effectiveness will be for an undetermined period of time, and any of the parties will be entitled to terminate it, prior notice given to the other counterparty within **30** (thirty) ordinary days of anticipation, remaining in force those obligations acquired upon this Agreement, or, being such obligations regulated by entering a specific agreement in order to extinguish the established reciprocal obligations.
- b) The time of effectiveness of the **Master Bond**, is for an undefined frame of time, on the same terms appointed at subsection a).
- c) The time of effectiveness of the **Inclusion Endorsements** shall not be neither retroactive nor undetermined, therefore its effects will only arise upon the date of issuance and until the ending of the time of effectiveness stated in each one.
- d) The **Beneficiary** will be able to grant **time extensions or deferments** at its best consideration, with the purpose of not interrupting its operation, and the **Bonding Institution** shall automatically guarantee such extensions or deferments as long as they do not surpass the 20% of the original granted execution period stipulated at the corresponding contract or purchase order, being construed that said extensions or deferments will have to be properly formalized between the beneficiary and the Principal. If said percentage is exceeded, the **Beneficiary** and/or **Principal** will have to request the corresponding increment Endorsement the **Bonding Institution**, which may be able to issue it if were convenient to its interests.

#### **FIFTH: AMENDMENTS**

The parties agree that the amendments to this Agreement shall be formalized upon the sequent numerated annexes, duly signed by their legal representatives, being null any notice that seeking its amendment would not be registered in the terms that are now being specified.

#### **C L A I M S**

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## SIXTH: CLAIMS FILING

- a) To file claims, the **Beneficiary and the Bonding Company** expressly accept to proceed pursuant the content of articles 93, 94, 95 bis, 118 bis and 120 of the Surety Company Federal Law.
- b) To file claims, the **Beneficiary** will count with the support and advice of the Agent or Broker.
- c) The **Beneficiary** will count with 180 calendar days from the breach of the Principal's obligations, or from the ending of the bond's time effectiveness, to file the claims; otherwise its right will be deemed lapsed.
- d) The **Beneficiary** shall file the **Inclusion Endorsement** claim enclosing the following documents:
- Signed letter by the proxy or legal representative specifying the cause and amount of the claim.
  - Work or Supply Contract, or Purchase Order.
  - Advance payment receipt.
  - Copy of the work's reception certificate.
  - Copy of the Inclusion Endorsement (the original will be delivered upon the claim payment.)
  - Documentation related to the termination of the Work or Supply Contract or Purchase Order, as well as notice given to the Suppliers, Contractors or Service Providers.
  - Other documents that complement the claim and that the Beneficiary estimates may support the claim.
- e) For the complete integration of the file, in case of being necessary to count with additional information to the one submitted with the claim, **the Beneficiary** will count with **15** (fifteen) calendar days following to the date in which the **Bonding Company** required that additional information, to submit the information required.
- f) Once the claim is integrated, the **Bonding Company** will count with a **15** (fifteen) ordinary days period following to the date in which the claim was totally integrated, to decide, and if it was the case, to proceed with its payment, or, give written notice to the beneficiary, the proceeding motives of rejection in the terms provided by applicable Laws.
- g) In case that the claim was not filed by the **Beneficiary** within the period of time complying with the requirements established in this Clause, the right of the **Beneficiary** to file the corresponding claim shall be deemed lapsed

## SEVENTH: OBLIGATIONS EXTINCTION

The **Bonding Company** obligations regarding each **Inclusion Endorsement** shall be total or partially extinguished, upon the following:

1. When the amount required because of the breach is paid to the **Beneficiary** by the **Principal**, or by the **joint and several obligors** or by a different person.
2. When the **Beneficiary, and the Contractor and/or Supplier** execute an agreement that modifies the terms or the original conditions of the contract guaranteed by the Inclusion Endorsement, without prior written authorization of the **Bonding Company**.

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3. When the Beneficiary has granted additional **time extensions or deferments**, without having prior written consent of the **Bonding Company**, in accordance with the content of clause fourth subsection d) of this Agreement.
4. When having filed the claimed to the Bonding Company, the Beneficiary and the Principal agree any amendment to the contract or order, without prior written authorization of the Bonding Company, pursuant the content of article 119 of **Surety Company Federal Law**.
5. When the claim was not filed by the **Beneficiary** within the period of time established in this Agreement, since the right of the **Beneficiary** to file the corresponding claim shall be deemed lapsed.
6. When the **Beneficiary** had authorized the cancellation of the corresponding Inclusion.
7. When by the **Beneficiary** acts the subrogation was prevented.
8. When, according to law, cause of extinction regarding bonding obligations occurs.

#### **EIGHTH: PERSONAL DATA PROTECTION CLAUSE**

The Parties express that they comply with the content of the Federal Law for the Protection of Personal Data in Possession of Private Individuals (LFPDPPP), and other applicable laws.

Accordingly with the above mentioned, the parties are committed on safeguarding the confidentiality and privacy of the documents and information they reciprocally receive regarding to this Agreement; such obligation shall subsist until the termination of this agreement.

Likewise, the parties declare that the personal data given by the mentioned parties, or by the guaranteed, requestors, and/or guarantors, etc. by any mean, only will be used for purposes related with the purposes related with the object of this contract.

The Parties are obligated to avoid the transmission of the personal data, unless they obtained the consent of their counterparty, or when an authority with jurisdiction requests it.

The Parties shall state and maintain administrative, technical, and physical security measures to protect the personal data against any damage, lost, alteration, destruction or not authorized use, access or treatment.

Accordingly with the above mentioned, Parties disclose their private advice herein.

The Bonding Company's private advice is available to (beneficiary's name) in the website [www.acefianzasmonterrey.com](http://www.acefianzasmonterrey.com), being the Beneficiary notified that the Bonding Company's current private advice is in such website.

#### **NINTH: JURISDICTION**

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For the construe and fulfillment of this **General Bonding Agreement**, the parties submit to the laws and courts of Mexico City, waiving any other jurisdiction that could correspond them in the present or in the future.

This Agreement is signed in three parts \_\_\_\_ at Mexico City, on the \_\_\_\_ of \_\_\_\_ 2006.

**The Beneficiary**

**The Bonding Institution**  
**ACE Fianzas Monterrey, S.A.**

\_\_\_\_\_  
**Name of legal representative**

\_\_\_\_\_  
-----  
**Legal Representative**

----- Esquire representing all and each one of -----the companies mentioned in this Agreement.

**Broker**

\_\_\_\_\_  
**Name**  
**Post**

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**Master Bond Text No.-----**

ACE Fianzas Monterrey, S. A., Bonding Institution, in use of the authorization granted by the Secretaría de Hacienda y Crédito Público, stands as Surety before -----  
----- for all and each one of the natural or juridical persons that incorporate themselves to this Master Bond, by the document named Inclusion Endorsement, that ACE Fianzas Monterrey, S. A. shall issue expressing the obligations and the maximum amounts that for each case shall be bounded.

The sole issuance of said Inclusion Endorsement, shall constitute the bonding obligation there committed, therefore, ACE Fianzas Monterrey, S. A. binds its self to pay stated terms, up to the guaranty amount that is expressed at such Inclusion Endorsements, and in proportional means regarding the proven non-accomplishment.

The effectiveness period of time of this Contractors Master Bond shall be in force from the date of its issuance, without having a specific length of time, since the time of effectiveness of each Inclusion Endorsement issued upon it, will be indicated in them.

ACE Fianzas Monterrey, S.A. accepts to continue guaranteeing in automatic terms the bonded obligations established at the Inclusion Endorsements, resulting from the delay and deferment of the guaranteed obligations, agreed between the Principal and the Beneficiary, as long as they do not exceed the 20% of the original period of time established at the corresponding contract or purchase order; being construed that said delays and deferrals will have to be properly documented between the beneficiary and the principal, if such percentage is surpassed, the beneficiary and/or principal will have to request ACE Fianzas Monterrey, S.A. consent for the corresponding increment, who may be able to issue it if it is convenient to its interests.

When ACE Fianzas Monterrey, S. A., wishes to retreat or suspend the bonding operation within this Master Bond, a notice to the Beneficiary stating so will be sufficient, according to what is established at the fourth clause subsection a) of the mentioned Bonding Agreement, abstaining itself from issuing new Inclusion Bonds. Notwithstanding the aforesaid, and even when the prior notice is notified or not, every Inclusion Endorsement issued upon the Master Bond, will be enforceable, therefore, ACE Fianzas Monterrey, S. A. binds its self to respond for the non-accomplishment of the Principal.

All what may be concerned to the obligations regarding this Master Bond and its Inclusion Endorsements issued under this bond shall be governed by the Bonding Agreement entered by and between -----, ACE Fianzas Monterrey, S.A. and --  
-----Insurance and Bond Broker, S.A. de C.V. signed on ##  
##### 200-, which shall be here literally reproduced; likely by the stipulated by the Bond Institutions Federal Law. **END OF THE TEXT.**

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**INCLUSION ENDORSEMENT TEXT (FOR BID OFFER)**

INCLUSION ENDORSEMENT

UP TO THE AMOUNT OF.... (TOTAL AMOUNT, -- % OF THE OFFER)

IN FAVOR OF: -----

BY --PRINCIPAL: ....., R.F.C.-----AND -----  
----- DOMICILE.

CONTRACTORS AND SUPPLIERS MASTER BOND NUMBER.....  
INCLUSION-----

BID NUMBER----- DATED ON -----, BY-----  
-----

BY THIS INCLUSION ENDORSEMENT, ACE FIANZAS MONTERREY, S.A., GUARANTEES THE BID  
OFFER MAINTENANCE DONE BY OUR PRINCIPAL, UP TO THE AMOUNT OF .-----

THE PROCEDURE FOR THE ISSUANCE, CANCELLATION AND CLAIM OF THIS INCLUSION  
ENDORSEMENT, SHALL BE GOVERNED BY WHAT IS ESTABLISHED AT THE BONDING GENERAL  
AGREEMENT, ENTERED BY AND BETWEEN -----, ACE FIANZAS  
MONTERREY, S.A., AND -----INSURANCE AND BOND AGENT, S.A. DE  
C.V., DATED ON.....; IN THE MASTER BOND NO. ...., AND BY WHAT  
IT IS RULED AT THE BOND INSTITUTION FEDERAL LAW. END OF THE TEXT.-----  
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**ADVANCE PAYMENT  
INCLUSION ENDORSEMENT TEXT**

UP TO THE AMOUNT OF.... (TOTAL AMOUNT, A % FROM THE CONTRACT AMOUNT,  
DETERMINED BY THE BENEFICIARY)

IN FAVOR OF: -----

BY --PRINCIPAL: ....., R.F.C.-----AND ----  
----- DOMICILE.

CONTRACTORS AND SUPPLIERS MASTER BOND NO. ....  
INCLUSION-----

RELATED TO -----(CONTRACT OR PURCHASE ORDER) : NUMBER -----, DATED  
ON -----, ENTERED BY AND BETWEEN -----AND -----, REGARDING TO  
-----.

BY THIS INCLUSION ENDORSEMENT, ACE FIANZAS MONTERREY, S.A., GUARANTEES BY OUR  
PRINCIPAL, UP TO THE EXPRESSED AMOUNT OF ----- AS MAXIMUM, THE DULY  
INVESTMENT OF THE DUE ADVANCE PAYMENT THAT FOR THE SAME SUM RECEIVES IN  
LEGAL CURRENCY FROM ----- WITH THE PURPOSE OF -----,  
ACCORDING TO THE MENTIONED -----(CONTRACT OR PURCHASE ORDER), , OR IN  
CONTRARY CASE, THE TOTAL OR PARTIAL REIMBURSEMENT OF SAID ADVANCE PAYMENT  
THAT WAS NOT INVESTED OR REIMBURSED. THE AMOUNT OF THIS BOND WILL BE  
DECREASED IN PROPORTION TO THE TOTAL OR PARTIAL INVESTMENTS DONE FROM IT BY  
THE PRINCIPAL, JOINT AND SEVERAL OBLIGORS OR DIFFERENT PERSONS, OR THE BONDING  
COMPANY.

THIS BOND SHALL HAVE A TIME OF EFFECTIVENESS PERIOD: FROM.... TO..... (ONE  
YEAR).

THE PROCEDURE FOR THE ISSUANCE, CANCELLATION AND CLAIM OF THIS BOND, SHALL  
BE GOVERNED BY THE CONTEN OF THE BONDING GENERAL AGREEMENT, ENTERED BY  
AND BETWEEN -----, ACE FIANZAS MONTERREY, S.A., AND -----  
-----INSURANCE AND BOND AGENT, S.A. DE C.V., DATED ON.....;  
BY THE MASTER BOND NO. ...., AND BY THE CONTENT OF THE SURETY COMPANIES  
FEDERAL LAW AS AMENDED. END OF THE TEXT.-----  
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**INCLUSION ENDORSEMENT TEXT  
(FOR PERFORMANCE, QUALITY AND CONVENTIONAL PENALTIES)**

UP TO THE AMOUNT OF.... (TOTAL AMOUNT, A % FROM THE CONTRACT AMOUNT,  
DETERMINED BY THE BENEFICIARY)

IN FAVOR OF: -----

BY --PRINCIPAL: ....., R.F.C.-----AND -----  
----- DOMICILE.

CONTRACTORS AND SUPPLIERS MASTER BOND NO. ....  
INCLUSION-----

RELATED TO -----(CONTRACT OR PURCHASE ORDER) NUMBER -----, DATED  
ON -----, ENTERED BY AND BETWEEN -----AND -----, REGARDING TO  
-----.

BY THIS INCLUSION ENDORSEMENT, ACE FIANZAS MONTERREY, S.A., GUARANTEES BY OUR  
PRINCIPAL THE FOLLOWING CONCEPTS, UP TO THE INDIVIDUAL AMOUNT EXPRESSED  
REGARDING EACH ONE OF THE GUARANTEED OBLIGATIONS THAT ARE SPECIFIED AND IN  
PROPORTION TO THE PROVABLE NON-ACCOMPLISHMENT OF THE PRINCIPAL,  
ACCORDING TO THE FOLLOWING TERMS:

PERFORMANCE AND/OR NON-MORATORIUM CONVENTIONAL PENALTIES.- GUARANTEED  
AMOUNT: .....(XX % FROM THE CONTRACT AMOUNT). TIME OF EFFECTIVENESS:  
(GUARANTEED OBLIGATIONS EXECUTION TERM).

STRICTLY MORATORIUM CONVENTIONAL PENALTIES.- GUARANTEED AMOUNT: -----  
(--% OF THE CONTRACT) VIGENCIA:-----

GOOD QUALITY.- GUARANTEED AMOUNT: .....(XX % OF THE CONTRACT AMOUNT).  
TIME OF EFFECTIVENESS: (TWELVE MONTHS FOLLOWING THE WORK EXECUTION OR THE  
SUPPLY DELIVERY, ONCE THE WORKS OR ORDER DELIVERY).

AS FOR THE PERFORMANCE COVERAGE, THE GUARANTY AMOUNT SHALL BE DIMINISHED  
IN PROPORTION TO THE GUARANTEED OBLIGATIONS FULFILLMENT, THE PROPORTIONALITY  
REGARDING NON-MORATORIUM CONVENTIONAL PENALTIES SHALL ALSO OPERATE,  
NOTWITHSTANDING, ACCORDING TO WHAT IS PROVIDED BY ARTICLE 1846 OF THE  
FEDERAL DISTRICT CIVIL CODE, IT WILL NOT BE POSSIBLE TO CLAIM BOTH CONCEPTS, ONLY  
ONE OF THEM, THIS IS, OR PERFORMANCE OR NON-MORATORIUM CONVENTIONAL  
PENALTIES. LIKELY, REGARDING MORATORIUM CONVENTIONAL PENALTIES, THE PAYMENT  
FOR SUCH COVERAGE WILL BE THE AMOUNT THAT MAY CORRESPOND ACCORDING TO  
THE ACTUAL FULFILLMENT OF THE OBLIGATION.

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AS FOR QUALITY, THE AMOUNT TO CLAIM SHALL BE THE ACTUAL VALUE REPAIR OF THE DAMAGE CAUSED BY THE HIDDEN VICE.

THE BONDING COMPANY AGREES TO GUARANTEE IN AUTOMATIC TERMS DELAYS AND DEFERMENTS AS LONG AS THEY DO NOT EXCEED THE 20% OF THE ORIGINAL PERIOD OF TIME ESTABLISHED AT THE -----(CONTRACT OR PURCHASE ORDER); SHOULD SUCH DELAYS AND DEFERMENTS PERCENTAGE EXCEED, THE PRINCIPAL WILL HAVE TO REQUEST ACE FIANZAS MONTERREY, S.A. THE CORRESPONDING INCREMENT ENDORSEMENT, WHO MAY BE ABLE TO ISSUE IT IF IT IS CONVENIENT TO ITS INTERESTS.

THE PROCEDURE FOR THE ISSUANCE, CANCELLATION AND CLAIM OF THIS INCLUSION ENDORSEMENT, SHALL BE GOVERNED BY WHAT IS ESTABLISHED AT THE BONDING GENERAL AGREEMENT, ENTERED BY AND BETWEEN -----, ACE FIANZAS MONTERREY, S.A., AND -----INSURANCE AND BOND AGENT, S.A. DE C.V., DATED ON.....; IN THE MASTER BOND NO. ...., AND BY WHAT IT IS RULED AT THE BOND INSTITUTION FEDERAL LAW. END OF THE TEXT.-----  
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**BENEFICIARY APPENDIX NUMBER "----" TO THE GENERAL BONDING AGREEMENT FOR THE MASTER BOND OF CONTRACTORS, SUPPLIERS, AND SERVICES PROVIDERS DATED ON ----- EXECUTED BY AND AMONG -----, ACE FIANZAS MONTERREY, S.A. AND ----- BROKER OR AGENT, HEREINAFTER RE FERRED AS "THE AGREEMENT".**

Pursuant the content of "THE AGREEMENT", by this appendix the company \_\_\_\_\_ is incorporated to the legal relation existent between the parties, being appointed as Beneficiary of its Contractors, Suppliers, and Services Providers, who will be guaranteed under the bonding scheme stated in "THE AGREEMENT", acquiring the privileges and obligations stated as subsidiary, being included as Beneficiary of the bonds that are issued under the Master Bond -----, according to the conditions contained by "THE AGREEMENT".

\_\_\_\_\_ (subsidiary) \_\_\_\_\_, legally incorporated under the \_\_\_\_\_ laws, as established at public deed instrument number ---- dated on ----- granted upon the certification of \_\_\_\_\_ Notary Public number \_\_\_\_, \_\_\_\_\_, duly registered at the Property and Commerce Public Registry, under the mercantile folio -----, which corporative purpose is \_\_\_\_\_ Domiciled on \_\_\_\_\_.

That its legal representative \_\_\_\_\_, who demonstrates his right to represent the Beneficiary with the proxy established at public deed instrument number \_\_\_\_\_, dated on ----- granted upon the certification of Mexico City Notary Public number \_\_\_\_, \_\_\_\_\_, with the enough faculties to legally bind his Principal in this instrument, which have not been in any way revoked.

By this document ----- states its consent so that the ----- (it must be the same person designated above) is appointed as its common representative before "THE SURETY COMPANY" and "THE AGENT OR BROKER, in relation with everything concerning with "THE AGREEMENT" and the Master Bond number -----.

This document is the Beneficiary Appendix number ----- of "THE AGREEMENT" remaining everything stated on "THE AGREEMENT" in all of its parts.

This Beneficiary Appendix, is signed by triplicate on -----(City), dated on -----.

**The Beneficiary**

**The Beneficiary**

\_\_\_\_\_  
**Name of legal representative**

\_\_\_\_\_  
**Name of legal representative**

----- representing all and each one of -----the companies mentioned in this Agreement.

**----- THE PRESENT ENGLISH VERSION SHALL ONLY BE UNDERSTOOD AS A COURTESY TRANSLATION. IT IS UNDERSTOOD BY THE PARTIES SUBJECT TO THE PRESENT BOND, THAT THE SPANISH VERSION SHALL PREVAIL UNDER ANY CIRCUMSTANCE.**

Broker or Agent

The Surety Company  
ACE Fianzas Monterrey, S.A.

---

Name  
Post

---

-----  
Legal Representative

----- THE PRESENT ENGLISH VERSION SHALL ONLY BE UNDERSTOOD AS A COURTESY TRANSLATION. IT IS UNDERSTOOD BY THE PARTIES SUBJECT TO THE PRESENT BOND, THAT THE SPANISH VERSION SHALL PREVAIL UNDER ANY CIRCUMSTANCE.

**INCREASE AND RENEWAL** DOCUMENT TO THE INCLUSION ENDORSEMENT NUMBER ----  
-----  
SUPPLIERS AND CONTRACTORS' MASTER BOND NUMBER -----

BEFORE: -----

FOR -----, WITH A FEDERAL TAX PAYER REGISTRY -----,  
ADDRESSED AT -----

IN RELATION TO THE ----- (CONTRACT OR PURCHASE ORDER) NUMBER-----  
-----, DATED -----, CONCLUDED BETWEEN ----- AND -----,  
RELATED TO -----.

ACE FIANZAS MONTERREY, S.A., IN TERMS OF ARTICLE 117 FROM THE ENFORCEABLE  
FEDERAL LAW CONCERNING BONDING INSTITUTIONS, HEREBY STATE THAT THE  
ENDORSEMENT INCLUSION REFERRED TO ABOVE, DATED -----, ISSUED BY  
THE AMOUNT OF \$----- (------ /100 M.N.), BEFORE -----  
-----, IN ORDER TO GUARANTEE FOR -----(PRINCIPAL'S NAME)-----,  
------(BRIEF DESCRIPTION FROM THE GUARANTEED OBLIGATION:  
CONTEST/PAYMENT IN ADVANCE/PERFORMANCE/GOOD QUALITY AND/OR HIDDEN  
DEFECTS)----- FROM THE ----- (CONTRACT OR PURCHASE ORDER)  
REFERRED ABOVE, IS MODIFIED OR INCLUDED THE FOLLOWING:

**INCREASE** IN THE AMOUNT OF \$----- (------ /100 M.N.),  
ACCORDING TO THE ----- (DOCUMENT ON WHICH THE ENDORSEMENT IS  
ISSUED: COVENANT/ANNEX) NUMBER -----, DATED -----, BEING  
THE IN-FORCE AMOUNT OF THE PRESENT DOCUMENT \$----- (------  
----- /100 M.N.).

THEREFORE, IT IS RENEWED FROM ----- TO -----.  
EXCEPT FOR THE ABOVE MENTIONED AMENDMENT, THE TERMS AND CONDITIONS  
PROVIDED IN THE ORIGINAL ENDORSEMENT INCLUSION SHALL REMAIN UNALTERED.  
----- **END OF TEXT** -----

**----- THE PRESENT ENGLISH VERSION SHALL ONLY BE UNDERSTOOD AS A COURTESY  
TRANSLATION. IT IS UNDERSTOOD BY THE PARTIES SUBJECT TO THE PRESENT  
BOND, THAT THE SPANISH VERSION SHALL PREVAIL UNDER ANY CIRCUMSTANCE.**



**DIMINISHMENT AND RENEWAL** DOCUMENT TO THE INCLUSION ENDORSEMENT NUMBER -----

SUPPLIERS AND CONTRACTORS' MASTER BOND NUMBER -----

BEFORE: -----

FOR -----, WITH A FEDERAL TAX PAYER REGISTRY -----, ADDRESSED AT -----

IN RELATION TO THE ----- (CONTRACT OR PURCHASE ORDER) NUMBER-----, DATED -----, CONCLUDED BETWEEN ----- AND -----, RELATED TO -----.

ACE FIANZAS MONTERREY, S.A., IN TERMS OF ARTICLE 117 FROM THE ENFORCEABLE FEDERAL LAW CONCERNING BONDING INSTITUTIONS, HEREBY STATE THAT THE ENDORSEMENT INCLUSION REFERRED TO ABOVE, DATED -----, ISSUED BY THE AMOUNT OF \$----- (-----/100 M.N.), BEFORE -----, IN ORDER TO GUARANTEE FOR -----(PRINCIPAL'S NAME)-----, -----(BRIEF DESCRIPTION FROM THE GUARANTEED OBLIGATION: CONTEST/PAYMENT IN ADVANCE/PERFORMANCE/GOOD QUALITY AND/OR HIDDEN DEFECTS)----- FROM THE ----- (CONTRACT OR PURCHASE ORDER) REFERRED ABOVE, IS MODIFIED OR INCLUDED THE FOLLOWING:

**DIMINISHMENT** IN THE AMOUNT OF \$----- (-----/100 M.N.), ACCORDING TO THE ----- (DOCUMENT ON WHICH THE ENDORSEMENT IS ISSUED: COVENANT/ANNEX) NUMBER -----, DATED -----, BEING THE IN-FORCE AMOUNT OF THE PRESENT DOCUMENT \$----- (-----/100 M.N.).

THEREFORE, IT IS RENEWED FROM ----- TO -----. EXCEPT FOR THE ABOVE MENTIONED AMENDMENT, THE TERMS AND CONDITIONS PROVIDED IN THE ORIGINAL ENDORSEMENT INCLUSION SHALL REMAIN UNALTERED.

----- **END OF TEXT** -----

**----- THE PRESENT ENGLISH VERSION SHALL ONLY BE UNDERSTOOD AS A COURTESY TRANSLATION. IT IS UNDERSTOOD BY THE PARTIES SUBJECT TO THE PRESENT BOND, THAT THE SPANISH VERSION SHALL PREVAIL UNDER ANY CIRCUMSTANCE.**