

CONTRACT NO. **1C** TO TRANSFER PERPETUITY BURIAL RIGHT AND/OR PROVIDE FUTURE FUNERAL SERVICES WITH AN OWNERSHIP RESERVE, ENTERED INTO ON ONE HAND BY PROMOTORA INMOBILIARIA Y DESARROLLADORA DEL CENTRO S.A. DE C.V., WHO HEREINAFTER REFERRED "THE PURVEYOR" AND ON THE OTHER, **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, HEREINAFTER "THE CONSUMER", IN KEEPING WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

Contract approved and authorized by the Federal Consumer Protection Ministry before the Public Register of Adhesion Contracts via register no. **===**, dated **===**, according to document no. **===**.

DECLARATIONS:

I) REGARDING THE PURVEYOR:

- a) PROMOTORA INMOBILIARIA Y DESARROLLADORA DEL CENTRO S.A. DE C.V. (REAL ESTATE PROMOTOR AND DEVELOPER OF THE CENTER, ANONYMOUS SOCIETY OF VARIABLE CAPITAL) is a legally constituted enterprise in keeping with the legal dispositions of the Republic of Mexico according to public document number 9,825 dated October 6, 1999, executed by Attorney Manuel Martínez Maldonado, Notary Public number 4 in the city of San Miguel de Allende, Guanajuato.
- b) It owns the land located in the "San Virgilio" property located on Fray Bernardo de Cossin no. 100, Insurgentes area, according to public title number 11,557, volume CXXXVI dated January 22nd, 2004, executed by attorney Manuel Martínez Maldonado, Notary Public number 4 of this city.
- c) It has all the necessary permits, licenses, notices, authorizations and/or concessions, of a federal, state, and municipal nature, issued by the corresponding authorities in order to realize its activities.
- d) It has all the technical, human, and material resources to grant the services contained in this contract.
- e) That its representative, Mr. Oliverio Juan José Fernández Villalobos, has sufficient and enough faculties to enter into this contract, so confirmed in public document number 16,493 dated July 20, 2017, executed by Attorney, José Luis Sauto Gutiérrez, Notary Public number 11, in the city of San Miguel de Allende, Guanajuato, which upon signing this contract, have neither been revoked or modified in any way whatsoever and that he wishes to enter into this contract.
- f) Its address is Lib. José Manuel Zavala Zavala PPKBZON 100, San Antonio area, Zip Code 37750, Phone:(415) 1526648, Taxpayer Number PID-991006-179, San Miguel de Allende, Guanajuato, and location of its administrative offices, and the areas for wakes. It likewise notes the property located on Fray Bernardo de Cossin 100, Insurgentes area, Zip Code 37745 in this city of San Miguel de Allende, Guanajuato, as the address and location of the crematorium and its own cemetery. "The Purveyor" notes that it has the facilities and adapted infrastructure to provide 24-hour service and thus comply with the obligations of this contract.
- g) "The Purveyor" offers its own goods to guarantee the compliance of everything established in this contract.

II.- REGARDING THE CONSUMER:

- a) That he is **61** years old, at the time of signing this contract.
- b) He notes his address to hear and receive notices and documents related to this contract, as: **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**
- c) He is interested in entering into this contract under the terms and conditions described below, and that he is sufficiently able to enter into it, as there is no error upon doing so.
- d) He is fully acquainted with the products and services he is acquiring, as well as the conditions of their usage, their value and form of payment, so expressed in the body of this document and its annexes.
- e) He has received no serious pathological diagnosis, when entering into this contract
- f) "The Consumer" likewise declares under oath that he is not afflicted by, nor does he suffer from any type of physical or mental infirmity, of a temporary or permanent nature, and he accepts that if that should be the case, the afore noted outstanding balance would not proceed. The same limitation exists should the "The Consumer" commit suicide.
- g) "The Consumer" declares that his does not want the information contained herein to be used for marketing or publicity purposes.

Both parties agree to enter into this contract, and submit to the following:

CLAUSES:

ONE.- In this act "The Consumer" acquires, and "The Purveyor" transfers the Perpetuity burial rights of human remains, capable of placing up to **2 (two)** coffins, or **0 (none)** urn(s), within the cemetery "Jardines Nueva Vida", (New Life Gardens Cemetery) with the surface and boundaries that appear in the plan approved by the honorable Council of San Miguel de Allende, Guanajuato.

These rights include the following:

- a) **1 (one)** title of ownership for perpetuity burial in Grave
- b) **0 (none)** ownership of perpetuity rights to deposit ashes in Niche
- c) **2 (two)** burial services or deposit ashes at the "Jardines Nueva Vida" Cemetery.
- d) **2 (two)** future funeral service(s).

The afore noted title corresponds to number **2477**, which is an integral part of this contract and will be prepared at the request of "The Consumer" to use his rights, provided all the requirements established herein have been met. In that regard, it is understood that the location of the lot which rights have been acquired, will be assigned upon providing the corresponding service for the first time, prior to its availability, but which must be respected within the exclusive area and so reserved between "The Purveyor" and "CHESMA, A.C." who will issue due authorization to use said space.

In this action "The Consumer" acknowledges and accepts that "The Purveyor", reserves the ownership of the Perpetuity burial rights of the lot, object of this contract, until such time as the "The Consumer" has finished covering IN FULL, all the obligations that he has contracted, in keeping with the stipulations of this document.

The title of this contract, upon delivering it to "The Consumer" may be transferred by its owner, prior to the "Purveyor's" written consent, and payment of the corresponding rights and taxes.

The places and hours where the contracted funeral services will be provided are those noted in section f) of the "Purveyor's" declaration.

"The Purveyor" establishes that the number of staff members needed to provide the funeral service is a minimum of 2 people.

TWO.- The price agreed upon for granting the rights and services noted in the previous clause, is determined in Mexican pesos, and itemized as follows:

Total **\$48,275.86** bonus/discount: **\$0.00** Net Price: **\$48,275.86** + I.V.A.: **\$7,724.14**
Price plus Tax = **\$56,000.00**

"The Consumer" must pay the taxes and rights granted in this contract, except for whatever the "The Purveyor" must pay directly, in keeping with the law.

THREE.- The price agreed upon for the services and rights stipulated herein are determined in Mexican pesos, payable in cash in the following manner:

- a) Initial payment of **\$56,000.00** upon signing this contract.
- b) Second Payment: **\$0.00** on =====
- c) A balance of **\$0.00** payable in 24 monthly and consecutive installments. For **\$0.00** each one of them to be covered consecutively from =====

The payments stipulated in this contract must be paid at the "Purveyor's" office, with no need of prior notice, applied to the outstanding balance noted in section c). Hours to do so are: 9:00 am to 7:00 pm, on business days, Monday to Friday, at "Purveyor's" office.

FOUR.- “The Purveyor” binds himself to issue “The Consumer” an invoice, receipt or proof, containing the specific information of the service provided, amount paid and any other transaction that was effected.

FIVE.- Before any service may be provided “The Consumer” must select, whether the service is to be burial or cremation and advise “The Purveyor” accordingly in writing, when transferring the body or remains that “Consumer” or his/her beneficiaries assign. “The Consumer” accepts and understands that only Burial and Deposit of Ashes, at the “Jardines de Nueva Vida” Cemetery, will be provided, regardless of whatever choices “The Consumer” makes and acquires, in keeping with the type of service he/she chose.

SIX.- “The Purveyor” binds himself with the “The Consumer” herein, to provide, in keeping with “Clause One”, **2 (TWO)** Burial service(s) or Deposit of Ashes, whereby said service(s) will be facilitated within the same location and include(s) the following service(s) that will be directly proportional, according to the number of burial or deposit of ashes service(s) contracted for herein, and will only be performed within the “Jardines Nueva Vida” Cemetery:

1. Prepare the space intended for burial or deposit of ashes by building a reinforced concrete crypt, grave, drawer, ossuary, or niche, depending on “Consumer’s” choice of space, with whatever material is deemed proper for that purpose.
2. Provide and install a headstone and two vases in marble, granite or like material, as each case demands, in every grave or drawer, and a metal plaque, or like material, for crypt, ossuary or niche, which will contain the names, birth and death dates of the remains being deposited, to cover the lot. When removing the urns for further use of the lot, the cost of a new headstone or plaque will be covered by the corresponding substitute owner or beneficiary.
3. Provide the necessary funds preservation and up-keep of cemetery, including gardens, water lines, and whatever 24-hour security is needed within its facilities.
4. In the case of a request for burial, the arrangement of the funeral location may include the usage of a tent, rug, 20 chairs, mechanical lift or stair when so required.
5. Place coffin in the specific space and seal with the corresponding materials, if the case.
6. Provide the required lids or covers only once, to fill the acquired space completely for the number of people originally contracted for. “The Consumer” his successors or beneficiaries must pay for any additional lids, when needed, at the current price.
7. In the case of cremation service, the niche, crypt or ossuary is prepared to then place the urn within, and seal said space accordingly.

“Purveyor” binds himself to “Consumer” to provide, according to “Clause One” **2 (TWO)** funeral service(s) in the future, which will be facilitated at the same location, and to include the following service(s) for each one:

1. Transfer “Consumer’s” body or remains, or those of whomever the latter or substitute owner assigns, within the urban area of no more than a 30 km. perimeter from the center of this city, to the funeral home owned by “The Purveyor”, available to provide the service contracted for 24/7.
2. Allow the usage of a hearse for no more than 36 hours, and in keeping with anything strictly indispensable for the corresponding local transfers.
3. Perform all the necessary arrangements for the agreed-upon burial or cremation, which does not include the payment of the corresponding rights.
4. A cremation service consists of transferring the designated body to the cremation location, and use “Purveyor’s” cremation oven, to convert remains into ashes. Then place ashes in an urn, and deliver it to the “The Consumer” or substitute owner at “The Purveyor’s” facilities.
5. A cremation service includes a standard, wooden urn.
6. If the body or remains are to be buried, “Purveyor’s” obligations end when the coffin is placed at the disposal of whoever is in charge of performing the burial at the cemetery that “The Consumer” or his successors indicate, when requesting the service, within no more than a 30 km. range of the urban area from the center of town.
7. Provide a square, standard pine wood coffin with no metal fixtures which will serve so that the body may be buried, if that is the case.
8. Handle a disposable cartridge for 36 hours, in a square, pine wood, coffin with no metal fittings for cremation, in the case of a cremation service.
9. Provide cleaning, dressing, and make-up service to the body to be buried or cremated.

SEVEN.- If none of the services described in the preceding clause are used, either because they don’t correspond to cremation or burial services, or because “The Consumer” voluntarily chose not to receive said services, the “The Purveyor” acquires no obligation to provide a discount or reimbursement, and the service will be regarded as having been performed. Whatever the circumstance, “The Consumer” will cover the expenses of contracting a location for the wake.

EIGHT.- In order for “The Consumer” to use the rights and services stipulated in this contract, he/she must advise “The Purveyor” of this, prior to actually making any arrangement or service at any funeral home and/or with any other person or company that could intervene in the process. Said notice must be a personal notification at “Purveyor’s” address or to call: (415) 1526648.

NINE.- If “the Purveyor” is unable to render those services due to forcé majeure, “The Purveyor” will be responsible for performing said services, as though he were performing them normally, at his own expense, through third parties. If so, “The Purveyor” remains responsible even when sub-contracting, of the benefits he committed to provide.

TEN.- Should the owner of this contract die, and provided he/she is an individual between the ages of 18 and 60, at the time he/she signed this agreement, is also current in all his/her payments, and has covered at least 15% of the agreed-upon payment, the outstanding balance will be immediately released, with no need to make any further payment.

ELEVEN.- Should “The Consumer” or his/her beneficiary request payment /benefit of the services contracted in this contract, and an outstanding balance is still owed, but not due, “The Consumer” or his/her beneficiary may receive the service contracted for with the condition of signing a non-negotiable IOU in “Purveyor’s” favor, duly signed by someone who may guarantee payment of said balance. An overdue, unpaid balance must be covered, in addition to the total balance owed, though not yet due, in order to render any service, except for the dispositions of clause **TEN**.

Should “the Consumer” fail to comply or pay, he/she agrees to pay “The Purveyor” the cost of all provable collection expenses and procedures, as well as management and commission fees, and legal costs and expenses, to exercise the actions deriving from the afore noted IOU.

TWELVE.- If the agreed-upon installment payments are not covered in a timely manner, after 90 days have transpire from the date when the first installment was not paid, and provided that no service contained in this contract has been rendered, the agreement made herein may be

ended, whereby both parties agree that the amount paid until that time, will be withheld equal to up to 10% of the amount agreed upon in this contract. Any balance in "Consumer's" favor, will be held as a cash deposit, in favor of the (Consumer) owner of this contract, to be applied against any future funeral service, and the contracting party will then cover the resulting difference under the conditions that apply on the date of the new contract, and at the price established at that time. This commitment will also apply whenever the owner should decide to voluntarily cancel.

If "the Consumer's" delay exceeds 90 days from the first unpaid installment and having already made use of the services contracted for, the "The Consumer" hereby authorizes the "The Purveyor" to freely dispose of the lot contracted for, prior to "Consumer's" notice in writing.

Once the stipulations of this clause have been up-dated "The Purveyor" will dispose of the dry remains previously deposited in the contracted spaces, thereby complying with the requirements and conditions stipulated in the applicable articles contained in the Municipal Cemetery Rules for San Miguel de Allende, Guanajuato, as well the local and federal sanitation legislation that would apply in such cases.

THIRTEEN.- Should "the Consumer" encumber or transfer the rights he is granted in this document, in favor of any third party, without "Purveyor's" prior, written consent, "The Purveyor" may declare the period for payment in full, to come due in advance, and thus demand immediate payment of the agreed-upon price, or rescind the agreement, as he so chooses. Said transfer must be authorized by "The Purveyor's" and CHESMA A.C.

In this action "The Consumer" authorizes "The Purveyor" to withhold whatever amounts received from "The Consumer" against payments due, as a conventional penalty in the case of non-payment, or if the case, to then pursue a mercantile executive action (lawsuit), regarding the IOU noted in this contract.

The dispositions of this clause are determined in keeping with the dispositions of clauses "Eleven" and "Twelve" of this contract.

FOURTEEN.- "The Consumer" may rescind the agreement, when:

a) "The Purveyor" fails to comply with the services and obligations stipulated in this contract.

b) "The Consumer" may rescind the adhesion contract within 5 business days after signing it, without losing or forfeiting payments already made.

FIFTEEN.- "The Parties" bind themselves to communicate in writing and duly signed, with acknowledgement of receipt from the other party, of any change in address, within 15 days after doing so. The above is for the corresponding purposes of this contract.

SIXTEEN.- "The Consumer" will now appoint **XXXXXXXXXXXXXXXXXX**, as beneficiary, to substitute the client regarding all rights and obligations deriving from this contract. However, "The Consumer" may modify the beneficiary he/she has appointed, prior written notice with acknowledgement of receipt regarding said modification. The beneficiary may also make decisions regarding the usage of the services when the owner is physically or mentally challenged.

SEVENTEEN.- In this action "The Purveyor" accepts that the annual maintenance fee of the space where it acquired the afore noted rights mentioned in "Clause One", are already covered in the total amount so established in "Clause Two", for perpetuity.

EIGHTEEN.- "The Consumer" binds himself to precisely comply with the Rules of the Private Cemetery for Public Use", of the "Jardines Nueva Vida" Cemetery Rules attached to this contract as ANNEX 1, which comprise an integral part of this contract. "The Consumer" likewise binds himself to obey all the current and prevailing legal dispositions and rules, regarding the establishment and running of cemeteries, whether they are municipal, state or federal. Should "Consumer" fail to comply with said contract, he/she will be penalized with TWENTY minimum wages that correspond to the residential zone of the "The Purveyor".

NINETEEN.- For the purpose of this transaction, the parties declare being appraised that the burial of the bodies in the "Jardines Nueva Vida" Cemetery is allowed, by duly adhering to municipal, state and/or federal laws, provided there is a petition in writing, signed by the head of the rights to perpetuity usage of the grave, ossuary or niche, or by the judicial order of a competent authority, provided that the costs so noted by the "The Purveyor" are covered for such a purpose, as well as the costs for imperfections that said lots or spaces might suffer as a result of the burial, in addition to the cost for the placement of a new headstone for the corresponding space.

TWENTY.- The Federal Consumer Protection Ministry is administratively competent to resolve any controversy arising from the interpretation or compliance of this contract without prejudice of the competent courts in the city of San Miguel de Allende, Guanajuato, and hereby expressly waiving away any other jurisdiction that might correspond, due to their addresses at present or in the future, or for any other reason.

With both parties having read the contents of this contract, and thus appraised of its legal scope, they sign in duplicate in the city of San Miguel de Allende, Guanajuato on **XXXXXXXX, 2018**.

Oliverio Juan José Fernández Villalobos
Legal Power of Attorney for Promotora Inmobiliaria
y Desarrolladora del Centro S.A. de C.V.

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