

INTEGRAL OFFICE SERVICES AGREEMENT ENTERED INTO BY GPD GROUP INVESTMENTS, S.AP.I. DE C.V., REPRESENTED BY GERARDO FROYLÁN PASTRANA DAGDUG, HEREINAFTER REFERRED TO AS GPD, AND BRIGGS & STRATTON MEXICO, S. DE R.L. DE C.V., REPRESENTED BY ANDRES ANTONIO ARELLANO CARRILLO, HEREINAFTER REFERRED TO AS THE CLIENT, ON THE ONE HAND, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

DECLARATIONS:

FIRST.- GPD's representative declares, under oath to tell the truth:

a.- That his represented party is a legal entity legally constituted in accordance with the Laws of the Mexican Republic, as evidenced in public deed number **104445**, dated January 22, 2014, granted before attorney Alejandro Esquivel Macedo, holder of Notary Office number 8 of Santiago de Querétaro, Querétaro and whose first testimony is duly registered in the Public Registry of Commerce of Querétaro, Querétaro, in the Mercantile Folio number 46031, as well as having the Federal Taxpayers Registry number GGI-140122-9V3.

b.- That the powers with which it acts have not been revoked or limited in any way and that it accredits its personality with the deed referred to in the immediately preceding paragraph.

c.- That the represented party, derived from the development of its corporate purpose, among other activities, is engaged in the rendering of integral office services in favor of third parties, individuals or legal entities, national or foreign.

d.- That the services subject of this contract will be rendered in favor of **THE CLIENT**, at the address located at Blvd. Bernardo Quintana 7000-B, Interior 2, 14th Floor, **office 1402 and 1403**, Col. Centro Sur, Querétaro, Querétaro. C.P. 76090, hereinafter referred to as THE BUSINESS CENTER, address that is also indicated for notification purposes.

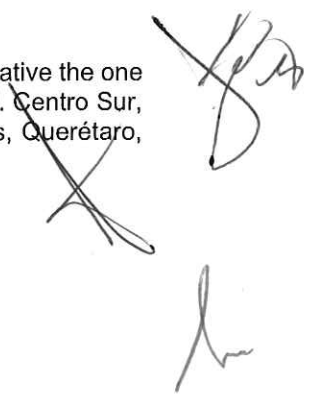
SECOND.- The representative of **THE CLIENT** declares, under oath to tell the truth:

a.- That its represented is a legal entity legally constituted in accordance with the Laws of the Mexican Republic, as stated in public deed number **4,629** dated April 18, 1997, granted before Mr. José Luis Villavicencio Castañeda, Notary Public of the Notary Public Office number 218 of the Federal District, having the Federal Taxpayers Registry number **B&S970418HP6** and being registered in the Public Registry of Property and Commerce, under the mercantile folio number **220308**.

b.- That the powers with which it acts have not been revoked or limited in any way and that it accredits its personality with public deed number **46,382** dated April 29, 2021, granted before Mr. Luis Eduardo Paredes Sánchez, Notary Public of Notary Public Number 180 of the Federal District.

c.- That in order to simplify its administration and structure, it wishes to receive the services that are the subject matter of this contract by **GPD** in THE BUSINESS CENTER, abiding and complying with each and every one of the guidelines referred to in this contract, its annexes and the Internal Regulations that are in force, being these of its full knowledge.

d.- That for the purposes of this contract, he/she indicates as the domicile of his/her representative the one located at Blvd. Bernardo Quintana 7000-B, Interior 2, 14th Floor, **office 1402 and 1403**, Col. Centro Sur, Querétaro, Querétaro. C.P. 76090 and/or Paseo Monte Miranda no. 4 – int. 802 El Marqués, Querétaro, 76240. México, **GPD** may use any of them indistinctly.



THIRD.- Both Parties declare, under oath to tell the truth:

a.- That it is their intention to grant the present agreement under the terms stipulated in this instrument, for which the execution and performance of the same: **(a)** are contemplated by Law; **(b)** do not contravene any provision of their Bylaws or any applicable legal requirement; **(c)** do not constitute a cause of breach or contravention of any contract or any other agreement to which they are a party, and **(d)** constitute valid and enforceable obligations under the terms stipulated herein.

b.- That they have freely negotiated the terms of this instrument and that they have mutually acknowledged the personalities and identities with which they appear and knowing the scope of the obligations they have assumed, they enter into this **INTEGRAL OFFICE SERVICES PROVISION AGREEMENT**, in accordance with the following:

CLAUSES:

FIRST.- By virtue of this contract, GPD, represented as aforesaid, undertakes to render in favor of **THE CLIENT**, represented as aforesaid, at THE BUSINESS CENTER, the integral office services indicated below:

- Surveillance (CCTV) 24 hours a day, 365 days of the year;
- Availability of use 24 hours a day, 365 days a year, with access control;
- Establishment of Commercial and/or Fiscal Address.
- Continuous use of furnished offices.
- Interview Rooms and 16 hours Meeting Rooms equipped with High Technology monthly.
- VIP Lounge 12 hrs. per month.
- Receptionist.
- Concierge.
- Reception of Courier and Parcels.
- Personalized Telephone Answering.
- IP Telephony.
- Private Phone Number.
- High Speed Internet.
- Wi-Fi.
- Office and common areas cleaning.
- Preventive and Corrective Maintenance in Facilities.
- Electric Power and Water.
- Air Conditioning System.
- Business Lounge and Coffee Station.
- Networking.
- Use of Common Areas.
- 2 parking spaces included within the corporate premises, 1 **additional** parking space at a cost of **\$800.00 (Eight Hundred Pesos 00/100 M.N)** plus VAT each.

The parties agree that **THE CLIENT**, in addition to the aforementioned service, shall have the exclusive right to use the office marked with number **1402 and 1403 (for 6 persons)**, in the understanding that GPD may change the assigned spaces and parking spaces, considering the needs of GPD and **THE CLIENT**. **THE CLIENT** undertakes to make proper use of the goods assigned to it and if not, it undertakes to repair or replace them as appropriate.

The aforementioned services shall be rendered exclusively to **THE CLIENT** and its personnel, for which reason the database containing the basic information regarding the persons authorized to use the services shall be updated at all times.

THE CLIENT is obliged to provide such information to **GPD** and to keep it up to date, so that **GPD** has the necessary elements to provide its services properly. **GPD** will not be responsible for the values kept by **THE CLIENT** and its personnel in THE BUSINESS CENTER, therefore they are obliged to keep them in a safe place or under lock and key. **GPD** will keep a duplicate of the keys delivered to **THE CLIENT** corresponding to the exclusive use spaces, in the understanding that they can only be used by **GPD** for cleaning services, maintenance, for the attention of an emergency or in case of suspension of the services for justified cause.

SECOND.- For the aforementioned services, **THE CLIENT** agrees to pay **GPD** monthly, as consideration, the amount of **\$28,000.00 (Twenty-Eight Thousand Pesos 00/100 M.N)** plus the respective Value Added Tax. In any case, **GPD** will deliver to **THE CLIENT** the corresponding invoices that meet the fiscal requirements that are in force, during the first 3 (three) working days of each month, in the understanding that regardless of the issuance of the invoice in this period, **THE CLIENT** shall pay the consideration in due time and form. The increases suffered by this consideration will be annual according to the INPC published by "Banco de México" in the Official Gazette of the Federation or according to the index that comes to replace it.

In the event that **THE CLIENT** does not pay the agreed monthly consideration on time, an ordinary interest equivalent to 5% (five percent) will be charged to **THE CLIENT** with respect to the late payment. In case the month in question ends without **THE CLIENT** having paid the overdue payment and its corresponding interest, **GPD** shall be entitled to suspend the services rendered to **THE CLIENT** without any liability whatsoever. In this case, **GPD** will grant **THE CLIENT** a term of 5 (five) calendar days to settle its debt, plus a default interest equivalent to 5% (five percent) with respect to the overdue payment to settle its debt and in case of failure to do so, it will entitle **GPD** to immediately terminate this contract without any liability whatsoever, **GPD** shall keep in its favor the Deposit Guarantee mentioned below to cover the debt, applying the conventional penalty contained in Clause Four and shall keep all the goods owned by **THE CLIENT** in a warehouse within **THE BUSINESS CENTER** for a term of 15 (fifteen) calendar days. If **THE CLIENT** covers its debt according to what is indicated herein, **GPD** will reactivate the services in its favor and the contract will resume its course and with it the rights and obligations of the parties.

THIRD.- In order to guarantee the fulfillment of its obligations and in particular the obligation of payment of the consideration, **THE CLIENT** hereby delivers to **GPD** the amount of **\$28,000.00 (Twenty-Eight Thousand Pesos 00/100 M.N.)** as a Guarantee Deposit. If the termination of the contract is in the interest of any of the parties and there is no debt owed by **THE CLIENT**, **GPD** will return to **THE CLIENT** the Deposit Guarantee in a term no longer than 30 (thirty) calendar days, counted from the date of termination, with the purpose of confirming that there is no debt of any kind owed by **THE CLIENT**. In case of termination of the contract for causes attributable to **THE CLIENT**, **GPD** will keep the Deposit Guarantee to compensate the damages caused by **THE CLIENT**.

FOURTH.- The present contract shall have a term of **12 (TWELVE)** months for both parties and may only be extended with the written approval of both parties, through the execution of the corresponding agreement; however, as long as the corresponding amending agreement is not signed, it shall be understood as extended under the same terms and conditions set forth in this contract by mutual agreement between the parties. For these effects, **THE CLIENT**, as long as it is up to date in the fulfillment of its obligations, may request **GPD** the extension of the term, in a term not less than 60 (sixty) calendar days prior to the natural termination of the term.

Both parties agree that, in the event of a termination of this contract, prior to the stipulated termination, due to force majeure causes, not attributable to **THE CLIENT**, **THE CLIENT** shall pay to **GPD** the amount equivalent to the current month in force, regardless of the months pending to exhaust the term of the contract.

In the event that this contract does not reach its natural expiration date, either by termination or rescission, the party causing the termination shall be liable to a conventional penalty equivalent to 100% (one hundred

percent) of the consideration that is pending to exhaust the mandatory term of 12 (TWELVE) months.

In any case, the notice of early termination must be notified in writing with acknowledgement of receipt, within 30 (thirty) calendar days prior to the termination date.

In the event that the affected party should have to resort to a Judicial Authority to enforce compliance with this conventional penalty, once the termination or rescission has materialized, the same shall be increased by 100% (one hundred percent), plus the corresponding expenses and costs."

At the end of the aforementioned term, the present contract will be automatically extended, unless there is a notice from **THE CLIENT** requesting the cancellation of the same with a term of one month in advance.

The contract will be renewed under the same conditions of the present contract, although the consideration will change according to the CPI.

The notice of termination of the contractual relationship must be in writing and delivered to the authorized personnel or sent by registered mail to **GPD**.

FIFTH.- THE CLIENT undertakes, once the present contract ceases to be valid for any reason, to return the goods and spaces assigned to him at that moment in the same state in which he received them, except for the natural deterioration due to the due use, in the understanding that otherwise, he undertakes to cover each and every one of the amounts that **GPD** will have to pay for repairs.

SIXTH.- GPD will be responsible for the damages that could result from causes attributable to itself; it will not be responsible for those originated as a consequence of fortuitous cases or force majeure and that injure the physical integrity or the goods of **THE CLIENT** or its visitors. They also establish that **THE CLIENT** will be responsible for the damages caused by him or his workers or his visitors in any of the installations and goods of **GPD** or of other users or visitors of THE BUSINESS CENTER, being obliged to repair or replace them, as the case may be.

SEVENTH.- Both parties agree that the present contract is solely and exclusively a Contract for the Provision of Integral Office Services, for which reason there is not and will not be any subordination or dependence between **THE CLIENT** or its employees and **GPD** or its employees. Thus, and by virtue of the fact that both parties recognize as their own and exclusive responsibility the fulfillment of all labor and social security obligations imposed by the Federal Labor Law and the Social Security Law with respect to their workers, they agree to hold the other party harmless in case of any claim or lawsuit filed by any worker of one of the parties or an Authority against the other party. Likewise, both parties shall be responsible for the payment of the taxes that correspond to each of them due to the transactions of their businesses and are obliged to indemnify the other party in case there is any affectation for this reason.

EIGHTH.- Both parties agree to indemnify the other party in case of any claim, lawsuit, complaint or controversy that may be filed by any person or authority against any of them, derived from the invasion of copyrights, intellectual or industrial property rights of third parties in which they may incur in the development of their business, also agreeing to pay the affected party the damages that may be incurred in the development of their business, and also agreeing to pay to the affected party the damages that may be incurred in the development of their business. Also obliging to pay to the affected party the damages and prejudices that could be caused by the claim, lawsuit, complaint or controversy, including expenses originated by litigation and lawyers' fees.

NINTH.- Both parties recognize and accept that the contractual relationship derived from this contract shall at no time be considered as an exclusive relationship, being the parties at all times entitled to enter into similar contracts with any third party, unless there is a clear conflict of interest derived from the business relationship that the parties have with third parties and that have interference in the business relationship between the parties.

TENTH.- Any modification or addition to the terms of this agreement and its annexes must be previously agreed in writing and signed by both parties.



ELEVENTH.- This agreement is binding and effective only between the contracting parties, and therefore neither of them may assign, in whole or in part, their rights or obligations established herein without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, in the event **THE CLIENT** or substantially all of its assets subject to this Agreement is subject to a corporate sale, merger or acquisition, **THE CLIENT** may assign this agreement to the successor-in-interest upon written notice to **GPD**.

TWELFTH.- The parties agree that the breach by any of them of their obligations under this contract shall be cause for termination of this contract. Independently of this, both parties may terminate this contract without the need of a judicial declaration and without any liability whatsoever, in the following cases, by way of example but not limitation, regardless of the conventional penalty that has been established in the Fourth clause of this instrument.

1.- In case **THE CLIENT** fails to cover the monthly payments of the agreed consideration, within the terms established in clause Two of this instrument.

2.- In case **THE CLIENT** refuses to receive notices, summons, communications or correspondence in general and in particular that which is sent by any Authority, whether Municipal, State or Federal.

3.- In case **THE CLIENT** or its employees or its visitors, perform acts contrary to the Laws or in violation of this contract and its annex or its annexes and the Internal Regulations of **THE BUSINESS CENTER** or commit moral and respect faults and good manners, both to **GPD** personnel and to third parties different to **GPD** and that are in **THE BUSINESS CENTER** facilities.

4.- In case any of the parties is declared in mercantile insolvency or assigns its assets in favor of its creditors.

5.- In case that any of the parties is appointed a depository or court-appointed receiver over its business and assets.

6.- In the event that any of the parties initiates an early dissolution and liquidation procedure.

In case the termination is motivated by **THE CLIENT**, he/she is obliged to vacate and return the goods assigned to him/her within a maximum term of 3 (three) calendar days, counted from the date in which he/she is notified of the termination, duly founded and motivated, **GPD** may even, otherwise, remove **THE CLIENT'S** belongings and keep them for a maximum term of 15 (fifteen) calendar days in a safe place within **THE BUSINESS CENTER'S** facilities, drawing up the corresponding Administrative Act in the presence of 2 (two) witnesses. Once the termination is notified, **GPD** shall be entitled to suspend the services and **THE CLIENT** may only have access to **THE BUSINESS CENTER** facilities for the subtraction of its belongings.

THIRTEENTH.- The parties agree to maintain strict confidentiality with respect to this contract, its terms and conditions and those agreements adopted as a consequence of the development of the same, being obliged not to disclose information related to the same, being responsible for the damages caused by the breach of this obligation, being at all times subject to the obligations imposed by the laws of the matter.

FOURTEENTH.- The parties declare that in the execution of this agreement there is no error, fraud, violence, injury or illegitimate enrichment, nor bad faith, and therefore waive the right to invoke them to request the nullity or rescission of the same.

FIFTEENTH.- For the interpretation and performance of this agreement, the parties expressly submit to the Jurisdiction and Competence of the Courts of the State of Querétaro, waiving in advance any other jurisdiction that may correspond to them by reason of their present or future domiciles.

Having read this agreement and having been informed of its content, scope and consequences, the parties ratify their submission to it, by signing it in duplicate, one copy for each of the parties, in the city of Santiago de Querétaro, Querétaro, on September 1st, 2022.

**GPD Group Investments,
S.A.P.I. de C.V.
GPD**



Representada by Mr.
Gerardo Froylán Pastrana Dagdug

**Ileana González Figueroá
Gerente**



**BRIGGS & STRATTON MEXICO,
S. DE R.L. DE C.V.,**



Represented by
Andrés Antonio Arellano Carrillo
THE CLIENT

Tania Murillo Díaz
Operaciones

