

FOR INFORMATIVE PURPOSES ONLY

(B)

TRUST AGREEMENT TO TRANSFER OWNERSHIP OF PROPERTY LOCATED IN A
RESTRICTED ZONE

THIS TRUST AGREEMENT TO TRANSFER OWNERSHIP OF PROPERTY LOCATED IN A RESTRICTED ZONE IS ENTERED INTO IN _____, THIS _____, 200 ____, AS CERTIFIED BY MR. _____, NOTARY PUBLIC NUMBER _____ IN AND FOR _____ CITY, BY AND BETWEEN (MR., MRS., ARTIFICIAL OR NATURAL PERSON THROUGH ITS LEGAL REPRESENTATIVES), AS SETTLOR (HEREINAFTER REFERRED TO AS THE "SETTLOR"), (MR., MRS., ARTIFICIAL OR NATURAL PERSON THROUGH ITS LEGAL REPRESENTATIVES), AS BENEFICIARY (HEREINAFTER REFERRED TO AS THE "BENEFICIARY"), AND BBVA BANCOMER, SERVICIOS, S.A., INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, AS TRUSTEE (HEREINAFTER REFERRED TO AS THE "TRUSTEE"), HEREIN REPRESENTED BY ITS TRUST DELEGATE, MR. _____, PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:

R E P R E S E N T A T I O N S

I. The SETTLOR hereby represents and warrants that:

a) As evidenced under public instrument number _____, dated _____ and certified by Mr. _____, Notary Public number _____ in and for _____, the SETTLOR acquired that certain real property located at (*accurate description of the real property subject matter hereof, indicating area, built area, measurements and adjoining properties, cadastre, Condominium Property Regime*), as first recorded with the Public Registry of Property of (*state, district, municipality or City* _____), under real folio number _____ (*book, page, section, date, etc.*)

b) That certain real property referred to in the preceding paragraph is free of liens or encumbrances and all due taxes, duties and assessments have been duly paid, as evidenced under: (*specify the respective encumbrance certificate and all evidencing documents corresponding to real property tax (impuesto predial), water supply duties, maintenance fees, if any, and any other payment derived from such real property.*)

(All information about the relevant public instrument evidencing duly incorporation, modifications to articles of incorporation or charter, powers of attorney granted and recording information shall be mentioned, if any.)

(Verify with the appointed Notary if an appraisal shall be prepared for tax purposes; otherwise, take into account the cadastre).

II. The TRUSTEE hereby represents and warrants that:

a) It is a Credit Institution organized pursuant to the Credit Institutions Law (*Ley de Instituciones de Crédito*), duly authorized to negotiate fiduciary transactions; that TRUSTEE agrees to act as Trustee hereunder and agrees to duly perform its duties as TRUSTEE pursuant to the terms and conditions contained herein, affirming under oath its true and correct fulfillment.

b) Its representative is duly empowered to execute this instrument, as evidenced under public instrument number _____, dated _____, 200_____, certified by Mr. Carlos de Pablo Serna, Notary Public number 137 in and for Mexico City, Federal District, and first recorded with the Public Registry of Property and Commerce of Mexico City, Federal District, under Commercial Folio number 63,300, which powers have not been revoked or modified in any manner whatsoever on the date of signing this deed

c) The trust created hereunder was duly authorized by the Department of Foreign Affairs (*Secretaria de Relaciones Exteriores*), as evidenced under the relevant permit, attached hereto as Appendix _____, which permit reads as follows:

(With respect to the relevant appraisal, specify: date, value determined for the respective real property, institution that carried out the appraisal and that such appraisal is in effect, attached to the respective Appendix.)

III. The BENEFICIARY hereby represents and warrants that:

a) It is willing to enter into this Agreement to benefit from the relevant trust, and to perform all obligations and rights corresponding to it hereunder.

b) (Any alien party shall submit documents evidencing its legal situation in the country, and its representative, if any, shall submit the corresponding power of attorney, taking all necessary steps to make it effective in Mexico, and such power of attorney shall bear the relevant Apostille.)

c) All resources used to pay the consideration derived from the creation of this Trust were legally obtained.

IV. BOTH PARTIES HEREBY REPRESENT AND WARRANT THAT:

For accuracy purposes and to have a clear understanding of the contents hereof, the main terms used herein shall have the following meanings:

TRUST.- shall mean this Agreement, whereby a natural or artificial person shall be entitled to temporarily use and enjoy, for up to 50 years and for residence purposes, certain real property located within an area of 100 kilometers alongside the borders and 50 kilometers alongside the beaches of the United Mexican States.

SETTLOR.- shall mean the owner of the relevant real property, who transmits such real property to this trust by paying a consideration in favor of the TRUSTEE, so that the TRUSTEE may maintain the relevant real property and allow the Beneficiary to use and enjoy it.

BENEFICIARY.-shall mean the person receiving benefits from this Agreement, pursuant to the terms and conditions contained herein.

SUBSTITUTE BENEFICIARY.-shall mean any person or persons designated by the Beneficiary to receive the benefits derived herefrom if the BENEFICIARY dies.

ASSIGNEE BENEFICIARY.- shall mean any person acquiring the rights corresponding to the original Beneficiary, and assuming any rights and obligations derived from the Trust Agreement.

TRUSTEE.- shall mean that certain Mexican Credit Institution, duly organized, holding title to the real property subject matter of the relevant trust and allowing the BENEFICIARY to use and enjoy such real property; for purposes hereof, TRUSTEE shall mean BBVA Bancomer Servicios, S.A., Institucion de Banca Multiple, Grupo Financiero BBVA Bancomer.

ASSIGNMENT OF RIGHTS.-shall mean that certain document whereby the Beneficiary assigns the rights corresponding to the Beneficiary in favor of another person and ceases to be subject to the Trust.

AGREEMENT FOR THE APPOINTMENT OF NEW BENEFICIARIES.- shall mean that certain document whereby the Beneficiary designates new Beneficiaries, whether by substitution of the existing Beneficiaries or appointment of more Beneficiaries.

TRUST TERMINATION AGREEMENT.- shall mean that certain document whereby the real property subject matter of the relevant Trust is transferred, terminating the respective Trust.

NOW, IN VIEW OF THE FOREGOING, the parties hereto agree as to the following:

CLAUSES

1. CREATION. The SETTLOR hereby transfers to BBVA BANCOMER, SERVICIOS, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, for such purposes as hereinafter expressed, in an irrevocable trust to transfer ownership, title to that certain real property described in Representation I (a) hereof, which real property has such area, measurements and adjoining properties as expressed therein, and which information is incorporated herein by this mention, together with an inventory containing a description of the relevant real property, which inventory is attached hereto as Appendix “___” including, without limitation, any and all fixtures and fittings lawfully corresponding to the real property and forming a part thereof, without liens or encumbrances affecting ownership or possession before any third party, without preemptive rights or rights of any other type or nature in favor of third parties, without liens, charges or encumbrances, proceedings, actions or disputes directly or indirectly affecting the relevant real property to the best of Settlor's knowledge, hereby irrevocably appoints _____ as Beneficiary, and the Beneficiary reserves the right to lease or give under a **commission agreement** the Real Property subject matter hereof.

The TRUSTEE hereby agrees to act as TRUSTEE hereunder and agrees to lawfully perform its duties.

2. CONSIDERATION. The BENEFICIARY, _____ as a consequence of the trust transfer hereby completed by SETTLOR with respect to that certain real property set forth in Representation I (a) hereof, hereby delivers to SETTLOR, as consideration, an amount equivalent to _____ (\$_____) (if the relevant consideration is agreed to in U.S. Dollars, the equivalent amount in Mexican Pesos shall be included, at the exchange rate published in the Federal Gazette (*Diario Oficial*) on the payment date), and SETTLOR hereby receives the aforementioned amount to SETTLOR's satisfaction, acknowledging receipt hereby pursuant to law.

Therefore, the Settlor hereby expressly agrees that Settlor, upon reception of the aforementioned amount, reserves no right derived herefrom as a consequence of the transfer of the relevant real property, and holds no interest or title with respect hereto.

3. PARTIES. The parties to this trust agreement are:

SETTLOR:

TRUSTEE: BBVA BANCOMER, SERVICIOS, S.A., INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER

BENEFICIARY:

4. SUBSTITUTE BENEFICIARY. The BENEFICIARY _____ hereby designates _____ as Substitute Beneficiary (hereinafter referred to as the Substitute Beneficiary) in any event of death of the BENEFICIARY; therefore, if the BENEFICIARY dies, the Substitute Beneficiary shall be entitled to assume all rights and obligations corresponding to the BENEFICIARY in connection herewith or derived herefrom.

For such purpose, the Substitute Beneficiary shall submit to the Trustee a Certified Copy of the corresponding Death Certificate, duly translated by an authorized expert translator, in order to prove that the Original Beneficiary died.

Any Substitute Beneficiary or Beneficiaries shall be entitled to give possession of the Trust Estate, whether for free or upon payment of any consideration; provided, however, that the period provided for in the relevant permit granted by the Department of Foreign Affairs shall not be exceeded.

5. PURPOSES. This trust is created for the following purposes:

a) For TRUSTEE to maintain the real property subject matter of this trust, giving access thereto to the BENEFICIARY or the SUBSTITUTE BENEFICIARY, as applicable, for the temporary use and enjoyment thereof, and granting no real right to or title on such real property to either the BENEFICIARY or the SUBSTITUTE BENEFICIARY.

b) For Trustee, following directions in writing from the BENEFICIARY or the SUBSTITUTE BENEFICIARY, if any, to transfer ownership of or title to the relevant real property to any person designated by the BENEFICIARY or the SUBSTITUTE BENEFICIARY and authorized to acquire such property, or to the Beneficiaries, as applicable, if the Beneficiaries are authorized so to do.

c) For TRUSTEE, following directions in writing from the BENEFICIARY or the SUBSTITUTE BENEFICIARY, as applicable, to create mortgages on the real property subject of this trust, in order to secure and guarantee obligations assumed by the BENEFICIARY, the SUBSTITUTE BENEFICIARY or any third party, without TRUSTEE being liable in any manner whatsoever with respect to such secured or guaranteed obligations.

The relevant public instrument evidencing such guaranty shall set forth that TRUSTEE assumes no obligation of payment and that TRUSTEE shall not be held liable in person or with respect to TRUSTEE's own property in any manner whatsoever, as the sole guaranty is on the property subject matter of this trust agreement, and TRUSTEE only appears upon request of the applicable BENEFICIARY.

d) For TRUSTEE to acquire all rights derived from any permits, authorizations and administrative concessions required for the proper use and enjoyment of the real property subject matter of this trust agreement.

(Verify that purposes match the provisions contained in the respective permit granted by the Department of Foreign Affairs.)

6. POSSESSION. The SETTLOR delivered possession, prior to execution hereof, (or hereby delivers possession) of the real property subject matter of this trust agreement, together with all its fixtures and fittings, to the BENEFICIARY, free of charges, limitations, easements, intruders, surveillance employees and responsibilities of any type.

The **BENEFICIARY** shall be entitled to attend any and all Condominium Owners Meetings (*Asambleas de Condóminos*) with respect to the real property forming the trust estate, if such property is subject to the Condominium Property Regime, in order to take part in all decisions made by the relevant Meeting.

Further, the **BENEFICIARY** shall pay any and all amounts derived from or related to the real property forming the trust estate, including, without limitation, condominium fees and any other fees determined by the Condominium Owners Meeting.

7. MODIFICATIONS TO AGREEMENT. The **SETTLOR**, upon reception of the respective consideration hereunder, reserves no right to the property transferred hereunder, or with respect hereto, and is finally separated from any rights thereon, except for **SETTLOR**'s obligation provided for in Clause 8 hereof. Therefore, this Agreement shall not be modified unless prior consent of **TRUSTEE** and the **BENEFICIARY** or the **SUBSTITUTE BENEFICIARY** is granted, and **SETTLOR** shall in no event be entitled to recover title to the real property subject matter hereof, irrespective of the cause of termination of Trust.

8. Indemnity against dispossession by due process of law. The **SETTLOR** shall respond for the indemnity against dispossession by due process of law (*saneamiento para el caso de eviccion*), and shall be liable in such event both before the **BENEFICIARIES** and any third parties receiving transfer from **TRUSTEE**, if applicable, of the real property subject matter of this trust. The signature of **TRUSTEE** on the respective instrument whereby transfer is completed shall bind **SETTLOR** with respect to the aforementioned obligation.

The **TRUSTEE** shall not be responsible in any manner whatsoever before third parties, including any third party receiving by transfer the real property subject matter of this trust agreement, whether due to faults, defects, lack of genuineness, defects of documents evidencing ownership or certificates of title, or due to impeachments of this trust agreement in connection with property rights

If the Beneficiary is willing to modify or change any appointment of a Substitute Beneficiary, the Beneficiary shall give notice thereof to the Trustee in writing, and any such modification or change shall be effected before a certifying authority (*Fedatario Público*) in Mexico.

If any such modification or change occurs abroad, then the relevant notice in writing shall be certified by a certifying authority, translated and sent with the respective Apostille.

9. WORKS IN THE REAL PROPERTY. The **BENEFICIARY** or the **SUBSTITUTE BENEFICIARY**, if any, shall have powers to conduct in the relevant real property, on their account, any appropriate works or modifications; shall obtain any permits or licenses required in connection therewith, shall comply with any and all applicable laws, rules or regulations, and shall be responsible for the administration, custody and maintenance of the relevant real property.

Upon written request from the BENEFICIARY or the SUBSTITUTE BENEFICIARY, if any, the TRUSTEE shall grant such powers of attorney for acts of administration as necessary, on behalf of such natural person(s) as designated by the BENEFICIARY, in order to obtain all necessary permits, licenses and other authorizations, to be exercised with respect to the real property subject matter of this trust.

The **BENEFICIARY** or the **SUBSTITUTE BENEFICIARY** shall give timely notice to the **TRUSTEE** about any works or improvements carried out in the real property subject matter of this trust agreement, as **any such works or improvements shall increase the trust estate**; therefore, the **TRUSTEE** shall make the corresponding adjustments in **TRUSTEE**'s accounting records.

10. ASSIGNMENT OF RIGHTS. The BENEFICIARY or the SUBSTITUTE BENEFICIARY shall not assign, , encumber or sell any rights or obligations related hereto or derived herefrom unless:

a) The TRUSTEE appears thereto and authorizes in writing the respective assignment, encumbrance or sale;

b) All formalities required by law for any assignment are fulfilled, which formalities shall be expressed in writing and certified by a certifying authority before the Trustee;

c) All commissions owed to the institution acting as trustee are paid;

d) All tax obligations and any and all obligations of any other nature in connection with the relevant real property are paid in full;

e) All taxes derived from the relevant assignment are paid in full, and both the assignor and the assignee shall make such payment, as applicable, without prejudice to any agreement with respect thereto between the parties.

f) If the relevant assignment occurs abroad, all signatures of the parties thereto shall be confirmed by a Notary Public; and the Mexican Consul having jurisdiction at the place of execution thereof shall authenticate the signature of any such Notary Public, or the respective document shall bear a proper Apostille.

The Trustee shall be empowered to repudiate any assignment of rights executed by the Beneficiary, if the assignee fails to meet all requirements necessary to be considered a proper assignee, if the relevant assignment is executed abroad without the participation of the Trustee, in which case the TRUSTEE shall have no liability or responsibility in connection therewith.

If the relevant assignment is executed in Mexico, the Trustee shall personally appear thereto, prior verification by the Trustee that the proposed assignee of Beneficiary's rights meets all requirements necessary and essential to acquire such rights.

11. RIGHTS AND OBLIGATIONS OF TRUSTEE. The TRUSTEE shall have, with respect to the trust estate, all powers corresponding to an owner, including, without limitation, to perform all acts of administration and ownership that may require a special clause to encumber and sell, to administer the relevant estate, in compliance with Article 2554, paragraphs 2 and 3, of the Civil Code for the Federal District and all other relative and similar codes of the states of the United Mexican States, and shall be empowered to receive and execute all types of documents, and to request the assistance of any third party to perform its obligations derived herefrom.

Further, the TRUSTEE shall have such powers as necessary for litigation and collection, pursuant to Article 2554, paragraph I, and Article 2587 of the Civil Code for the Federal District and all other relative and similar codes of the states of the United Mexican States. Further, the TRUSTEE shall be empowered to grant powers of attorney to any third party in order to defend the trust estate.

12. DEFENSE OF THE TRUST ESTATE. The TRUSTEE shall not be held liable for any acts, facts or failure to act by the SETTLOR, the BENEFICIARY, the SUBSTITUTE BENEFICIARY, any authorities or third parties, that may render impossible or difficult the performance of the purposes of the Trust created hereunder.

The TRUSTEE shall only be liable for performance of the express obligations contained herein. If the TRUSTEE receives any notice, judicial complaint or claim with respect to the real property subject matter of this trust agreement, then the TRUSTEE shall promptly give notice thereof to the SETTLOR, or to the BENEFICIARY or to the SUBSTITUTE BENEFICIARY, if applicable, so that

they may prepare the defense of the trust estate, and upon delivery of such notice, the TRUSTEE shall not be liable in any manner whatsoever.

The SETTLOR, the BENEFICIARY and the SUBSTITUTE BENEFICIARY shall give notice in writing to the TRUSTEE about any threat of loss of or damage to the trust estate, and about any juridical situation or fact that may affect the trust estate.

The SETTLOR and/or the BENEFICIARY or the SUBSTITUTE BENEFICIARY shall designate one or more persons to be responsible for the defense of the trust estate.

In such case, the TRUSTEE shall only be responsible for granting, in favor of such designated persons, a general or special power of attorney, as applicable, so that they may conduct such defense, without any liability to TRUSTEE in connection with their performance.

Any and all expenses, costs and fees derived from the defense of the trust estate shall be paid by the SETTLOR and/or the BENEFICIARY or the SUBSTITUTE BENEFICIARY, if applicable, and this provision shall be included by the TRUSTEE in all powers of attorney granted.

In any case of emergency, the TRUSTEE shall be entitled to take all indispensable steps to protect the trust estate and all rights derived therefrom, without prejudice to the obligation of the SETTLOR and/or the BENEFICIARY or the SUBSTITUTE BENEFICIARY, if any, to promptly designate a person or persons to be in charge of the defense of the trust estate.

In such case, the BENEFICIARY or the SUBSTITUTE BENEFICIARY shall pay any and all expenses, costs and fees incurred by TRUSTEE in connection therewith.

13. TERM OF TRUST; IRREVOCABLE TRUST. The Trust created hereunder shall be in full force and effect for a term of fifty (50) years, and shall be terminated in any case provided for in the permit issued by the Department of Foreign Affairs first-mentioned herein, or for any reason provided for in the Negotiable Instruments and Credit Operations Law (*Ley General de Títulos y Operaciones de Crédito*) and compatible with the provisions herein contained, except for revocation, as this Trust shall be of an irrevocable nature.

The TRUSTEE shall give notice of termination hereof to the Department of Foreign Affairs within forty (40) business days following termination hereof.

The TRUSTEE expressly agrees that 180 days prior to conclusion of the term hereof, or by mutual agreement of the parties, the TRUSTEE shall sell the real property subject matter hereof in accordance with the following procedure:

a) The TRUSTEE shall request the relevant commercial appraisal to the appraisal department of BBVA Bancomer S.A. or, if such credit institution is not able to carry out such appraisal, to any other credit institution designated by TRUSTEE.

b) The TRUSTEE shall sell the real property for the price determined in the appraisal mentioned in the preceding paragraph, to any natural or artificial person authorized to buy it, and shall receive the proceeds of such sale in cash and in accordance with such terms and conditions as determined by the TRUSTEE.

c) The proceeds of such sale shall be used by TRUSTEE as follows:

(i) To pay any fees due to TRUSTEE and other expenses incurred and services provided by the TRUSTEE in connection herewith;

(ii) To pay any taxes or duties derived from the relevant sale;

(iii) The remainder, if any, after payments provided for in the preceding paragraphs, shall be delivered by "TRUSTEE" to the "BENEFICIARY, the ASSIGNEE BENEFICIARY or the SUBSTITUTE BENEFICIARY" by certified check or by a credit to the account of such BENEFICIARY, ASSIGNEE BENEFICIARY or SUBSTITUTE BENEFICIARY.

The TRUSTEE shall not be liable for any expenses derived from such procedure. Further, the TRUSTEE shall not agree to any personal payment obligation with respect to that certain credit obligation assumed by the BENEFICIARY, the ASSIGNEE BENEFICIARY or the SUBSTITUTE BENEFICIARY as set forth in Clause 5 (c) hereof, and shall only pay such amount as may be covered with the trust estate; provided, however, that any and all expenses, taxes and fees derived from the sale of the real property subject matter hereof shall be paid from the proceeds of such sale in accordance with the provisions contained herein.

If the BENEFICIARY fails or the BENEFICIARIES fail to appear at the TRUSTEE's office to receive any remainder after all aforementioned payments, then any such amount shall be kept in deposit and shall be delivered to any person or persons that may prove to have right to such amount in accordance with any will or successional rights they may have thereon.

14. TRUSTEE FEES. For its participation in this Trust, the **TRUSTEE** shall charge the following fees:

a) For acceptance and execution hereof, an amount of _____ U.S. Dollars (US\$_____.)

b) For handling of Trust, an annual amount of _____ U.S. Dollars (US\$_____), payable in advance, upon execution hereof.

All fees shall be paid in U. S. Dollars or according to the buy exchange rate offered in banks on the due date of the corresponding fees.

c) For execution and delivery of any document signed by the TRUSTEE, an amount of ONE HUNDRED U.S. DOLLARS (US \$100.00), payable on the date of execution of the corresponding document.

d) For other banking or fiduciary services (cashier's checks, bank drafts, wire transfers, etc.) provided by the TRUSTEE, the TRUSTEE shall be entitled to receive the corresponding consideration, according to fees in effect on the date of the relevant service, and to cover any cost or expense incurred in the performance of this trust.

e) All expenses and fees derived from the defense of the trust estate shall be borne by the BENEFICIARY, or by the ASSIGNEE BENEFICIARY or SUBSTITUTE BENEFICIARIES, if any, and this provision shall be included by the TRUSTEE in any power of attorney granted.

If the BENEFICIARY, the ASSIGNEE BENEFICIARY or the SUBSTITUTE BENEFICIARY, if any, fail to timely make all payments provided for herein, then the BENEFICIARY, the ASSIGNEE BENEFICIARY or the SUBSTITUTE BENEFICIARY, as applicable, shall pay to the Trustee default interests on any due and unpaid amount, computed from the day immediately following the relevant due date and until full payment thereof, at an interest rate equivalent to two times the LIBOR rate published in the Libor page of the REUTERS information system or in the BTMM page of the BLOOMBERG system.

For computation of any such default interests, the applicable annual default interest rate shall be divided by 360 and the result shall be applied to any due and unpaid amount, and this amount shall

be the daily default interest, which amount the BENEFICIARY, the ASSIGNEE BENEFICIARY or the SUBSTITUTE BENEFICIARY, as applicable, agree to pay hereunder.

f) The beneficiary, the Assignee Beneficiary or the Substitute Beneficiary, as applicable, shall pay to the Trustee any and all fees derived from the administration of this Trust through advanced annual installments, commencing on execution hereof.

For such purpose, the Beneficiary, the Assignee Beneficiary or the Substitute Beneficiary, as applicable, hereby authorize the Trustee to charge the relevant fees to such Account(s) as determined on each due date and to charge any and all expenses derived from the defense of the trust estate; provided, however, that any such amounts derived from expenses incurred by the Trustee shall bear default interests at an annual interest rate equivalent to two times the 30-day Libor Rate if they are not paid within five days following request by the Trustee at the Beneficiary's, the Assignee Beneficiary's or the Substitute Beneficiary's address, as applicable, which address is designated in Clause 18 hereof.

All trustee fees shall include the corresponding Value Added Tax. Such fees, together with the corresponding Value Added Tax, shall be paid by the BENEFICIARY, the ASSIGNEE BENEFICIARY or the SUBSTITUTE BENEFICIARY, as applicable, on the due dates set forth above.

Further, the parties hereto agree to execute Appendix “___” with respect to the Credit Buro.

The parties hereto mutually agree that any failure to pay the fees herein provided for BBVA BANCOMER SERVICIOS S.A. INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, Dirección Fiduciaria, or even a delay in such payment by the respective obligors, shall be considered a serious cause that shall entitle the Trustee to be discharged from the trust hereof, and to retire as Trustee, whereupon the BENEFICIARY, the ASSIGNEE BENEFICIARY or the SUBSTITUTE BENEFICIARY, as applicable, shall designate a SUBSTITUTE TRUSTEE within six (6) business days following the respective resignation.

The parties hereto expressly agree that, in any event of resignation by the Trustee in terms of the preceding paragraph, the TRUSTEE shall be discharged from any and all consequences derived from the trust estate and for the BENEFICIARY, the ASSIGNEE BENEFICIARY or SUBSTITUTE BENEFICIARY, and the BENEFICIARY, the ASSIGNEE BENEFICIARY or SUBSTITUTE BENEFICIARY hereby expressly agrees that it reserves no right to exercise action against the Trustee.

This provision shall in no way affect TRUSTEE's right to receive full payment of any and all fees caused during its office, and the TRUSTEE shall be entitled to exercise any available right, action or remedy to legally claim any principal and collateral sums of trustee fees.

15.- PAYMENT OF TAXES, DUTIES AND EXPENSES. The BENEFICIARY, or the SUBSTITUTE BENEFICIARY, if any, shall pay any and all taxes, duties, contributions, assessments and maintenance expenses, if any, derived from or related to the real property subject matter hereof, which obligations shall in no way bind the TRUSTEE.

Furthermore, the BENEFICIARY, or the SUBSTITUTE BENEFICIARY, if any, shall pay all taxes, duties and other expenses derived from certification hereof, including taxes, duties and other expenses derived from record hereof with the Registry of Foreign Investment (*Registro de Inversiones Extranjeras*), except for the Value Added Tax, which tax shall be paid by the SETTLOR.

16. STATEMENTS OF ACCOUNT. The TRUSTEE shall prepare and send each year, to such address as designated by the BENEFICIARY or the SUBSTITUTE BENEFICIARY, statements of account reflecting the recorded value of the real property subject matter hereof, the amount of any covered fees, and all outstanding amounts to be paid to the Trustee as fees and other expenses, if any, incurred pursuant to Clause 14 (f).

The parties hereto agree that the BENEFICIARY, or the SUBSTITUTE BENEFICIARY, shall submit any objection to a statement of account, if any, within fifteen (15) calendar days following the date of such statements of account and, upon conclusion of such 15-day period, the relevant statements shall be deemed authorized.

The TRUSTEE shall not be held liable if the BENEFICIARY or the SUBSTITUTE BENEFICIARY fail to receive the relevant statements of account, in which case the BENEFICIARY or the SUBSTITUTE BENEFICIARY shall request the TRUSTEE to issue a copy of the corresponding statement of account.

17. RESIGNATION AND SUBSTITUTION OF TRUSTEE. The parties hereto agree that the TRUSTEE shall be entitled to resign to such office or to have a SUBSTITUTE TRUSTEE designated by the BENEFICIARY or the SUBSTITUTE BENEFICIARY. If the TRUSTEE resigns or a SUBSTITUTE TRUSTEE is designated, the party making any such decision shall give notice thereof in writing to the other party not less than thirty (30) calendar days prior to such resignation or appointment.

Upon any such resignation or substitution of TRUSTEE, the TRUSTEE shall prepare a statement of account for the trust estate, reflecting transactions from the last report or statement until the effective resignation or substitution date or, if any such substitution is rendered impossible, this Trust shall be terminated pursuant to the Negotiable Instruments and Credit Operations Law.

The BENEFICIARY or SUBSTITUTE BENEFICIARY shall, within fifteen (15) calendar days, examine and object to such statement and, upon conclusion of such 15-day period, the balance shall be deemed approved, if no comment is submitted.

Upon designation of a fiduciary successor, the new TRUSTEE shall be vested with all powers and obligations corresponding to the original TRUSTEE, and shall be in charge of the properties forming the trust estate.

18. ADDRESSES. For purposes hereof, the parties hereto designate the following addresses:

SETTLOR:

TRUSTEE: Av. Universidad 1200, Col. Xoco C. P. 03339 México D. F.

BENEFICIARY:

SUBSTITUTE BENEFICIARY:

19. INDEMNIFICATION. "The BENEFICIARY" hereby agrees to defend and hold harmless the "TRUSTEE" and TRUSTEE's Delegates, officers, employees and attorneys-in-fact, from and against any liability, damage, obligation, complaint, judgement, transaction, requirement, expenses and/or costs of any nature whatsoever, including attorney fees, directly or indirectly enforced against, derived from, or incurred for, by reason or as a consequence of acts performed by the "TRUSTEE" in the performance of such purposes as provided for herein and in connection with the defense of the trust estate (unless such liability, damage, obligation, complaint, judgement,

transaction, requirement, expenses and/or costs occur as a consequence of fraud, negligence or bad faith of "TRUSTEE" or TRUSTEE's Delegates, officers, employees or attorneys-in-fact) or in connection with claims, , fines, penalties and any other indebtedness of any nature whatsoever with respect hereto or to the trust estate, whether brought before administrative or judicial authorities, arbitration panels or any other venue, whether local or federal, foreign or domestic, unless occurring as a consequence of negligence, fraud or bad faith of the TRUSTEE or TRUSTEE's Delegates, officers, employees and attorneys-in-fact.

In any situation or act of any authority, or a legal consequence producing monetary responsibilities or responsibilities for the Trust and/or the "TRUSTEE's" estate derived from acts or failures to act by the parties hereto, by "the TRUSTEE" in the performance of this Trust or by any third party, including expenses related to any situation or act mentioned in the immediately preceding paragraph (except in case of fraud, negligence or bad faith of "the TRUSTEE" or TRUSTEE's Delegates, officers, employees and attorneys-in-fact), payment of any such monetary responsibilities shall be borne by the "BENEFICIARY," and the BENEFICIARY agrees to pay with BENEFICIARY's own estate any such payment made or thereafter made by the "TRUSTEE," hereby waiving any benefits of order or discussion that may correspond to them according to law.

The TRUSTEE shall be responsible in any civil action for damages caused due to any failure by TRUSTEE in the performance of its obligations assumed hereunder.

20. LEGAL RESTRAINTS. In compliance with Article 106 (XIX) (b) of the Credit Institutions Law, the TRUSTEE represents and warrants that TRUSTEE clearly explained to the parties the legal scope and consequences of the aforementioned Article, which reads as follows:

"Article 106. Credit institutions shall in no event:

XIX.- With respect to those certain transactions referred to in Article 46 (XV) of the Credit Institutions Law:

b) Be held liable before settlors, principals or masters for any failure in payment by debtors, for credits granted or for issuers, for any securities acquired, unless it is due to the credit institution's fault, as provided for in the last part of Article 391 of the Negotiable Instruments and Credit Operations Law, or guarantee any receipt of earnings derived from funds delivered to them for investment purposes.

If, upon termination of any trust, agency or commission agreement executed for the purpose of granting any credit, the relevant debtors fail to pay in full the relevant credit, then the credit institution shall transfer the respective credits to the settlor or beneficiary, as applicable, or to the principal or master, and shall in no event pay any amount derived therefrom.

This provision shall be clearly incorporated into all trust, agency or commission agreements, together with a representation by trustee, declaring that trustee clearly explained the contents thereof to all persons delivering any property or rights to be subject to a trust.

.... Any agreement to the contrary of the aforementioned provisions shall be deemed null and void."

Further, pursuant to Section 5.5 of Communication 1/2005 issued by Banco de Mexico, the TRUSTEE represents and warrants that it clearly explained to the parties the legal scope and consequences of all applicable provisions contained in Section 6 of the aforementioned Communication, which Section reads as follows:

6. RESTRAINTS.

6.1 *In the execution of a Trust, Fiduciary Institutions shall in no event:*

a) Charge on the trust estate prices other than those prices agreed to upon execution of the relevant transaction;

b) Guarantee any receipt of earnings or price in connection with the funds delivered to them for investment purposes; or

c) Perform transactions according to terms and conditions contrary to their internal policies and sound financial practice.

6.2 Fiduciary Institutions shall in no event execute transactions involving securities, negotiable instruments or any other financial instrument, other than in compliance with specifications agreed to in the respective Trust Agreement.

6.3 Fiduciary Institutions shall in no event execute Trusts other than Trusts authorized by any laws and provisions applicable to Fiduciary Institutions.

6.4 Fiduciary Institutions shall in no event pay from the trust estate any penalty imposed on them by any authority.....

6.6 Fiduciary Institutions shall comply with provisions contained in Article 106 (XIX) of the Credit Institutions Law, in Article 103 (IX) of the Stock Market Law (Ley del Mercado de Valores), in Article 62 (VI) of the General Insurance Institutions Law (Ley General de Instituciones y Sociedades Mutualistas de Seguros) and in Article 60 (VI Bis) of the Federal Bond Institutions Law (Ley Federal de Instituciones de Fianzas), as applicable to the relevant Institution.”

21.- JURISDICTION AND COMPETENT COURTS.- For the interpretation, construction and performance of this Agreement, the parties hereto expressly agree to be subject to applicable laws and courts in Mexico City, Federal District, expressly waiving any other venue that may correspond to them by reason of their present or future domiciles.

SETTLOR

TRUSTEE

BENEFICIARY

APPENDIX " _____."

CREDIT BUREAU.

The BENEFICIARY, or the BENEFICIARY ASSIGNEE or SUBSTITUTE BENEFICIARY, if any, hereby irrevocably express BBVA BANCOMER, SERVICIOS, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, to request to such National or Foreign Credit Information Companies as BBVA BANCOMER, SERVICIOS, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER deems necessary, all information about the credit records of the aforementioned natural or artificial person.

Likewise, BBVA BANCOMER, SERVICIOS, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, is hereby authorized to monitor periodically and obtain and provide information about credit records to such National or Foreign Credit Information Companies as BBVA BANCOMER, SERVICIOS, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER deems necessary, in terms of the Credit Information Companies Law (*Ley para Regular las Sociedades de Información Crediticia*).

This authorization shall remain in full force and effect during the term of that certain Trust Agreement executed with BBVA BANCOMER, SERVICIOS, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER.

The BENEFICIARY, or the ASSIGNEE or SUBSTITUTE BENEFICIARY, if any, hereby represents and warrants that: i) it is aware of the nature and scope of the information that will be requested; ii) it is aware of the legal consequences and scope of the information that Credit Information Companies will provide to BBVA BANCOMER, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER; iii) it shall be entitled to periodically check its credit records and the use of such information.

The BENEFICIARY, or the ASSIGNEE or SUBSTITUTE BENEFICIARY, as applicable, hereby agrees that, upon execution hereof, this document shall become the property of BBVA BANCOMER, SERVICIOS, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, for purposes of Article 28 of the Credit Information Companies Law.

BENEFICIARY

APPENDIX " _____ ".

INVENTORY.

IN TERMS OF SECTION 5.1 OF THE RULES APPLICABLE TO MULTIPLE BANKING INSTITUTIONS, WITH RESPECT TO TRUST TRANSACTIONS EXECUTED BY BANKING INSTITUTIONS, WHICH RULES WERE ISSUED BY BANCO DE MEXICO THROUGH COMMUNICATION 1/2005, DATED 17 JUNE 2005, AND PUBLISHED IN THE FEDERAL GAZETTE (*DIARIO OFICIAL DE LA FEDERACION*) ON 23 JUNE 2005, AND PURSUANT TO CLAUSE 2 OF THAT CERTAIN TRUST AGREEMENT FOR _____, IDENTIFIED FOR ADMINISTRATIVE PURPOSES UNDER NUMBER F/_____, EXECUTED BY _____, AS SETTLOR; AND BBVA BANCOMER, SERVICIOS, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, AS TRUSTEE, I HEREBY CERTIFY THAT:

THE TRUSTEE, UPON EXECUTION OF THE AFOREMENTIONED TRUST, RECEIVED THE FOLLOWING PROPERTY TO FORM THE TRUST ESTATE, (DESCRIPTION OF REAL PROPERTY, AREA, MEASUREMENTS AND ADJOINING PROPERTIES) WHICH PROPERTY CONSTITUTES THE WHOLE INVENTORY OF PROPERTIES HEREIN REFLECTED.

CERTIFIED AND EXECUTED IN ONE USEFUL PAGE, IN MEXICO CITY, FEDERAL DISTRICT, THIS _____, 200__.

SETTLOR

TRUSTEE

BENEFICIARY