

October 1st, 2013.

ADVISORY SERVICES AGREEMENT (HEREINAFTER, THE "AGREEMENT") EXECUTED BY AND BETWEEN GRUPO FERTINAL, S.A. DE C.V. (HEREINAFTER THE "COMPANY") HEREIN REPRESENTED BY PABLO DUHART ARANZUBIA, AND EVERCORE PARTNERS MÉXICO, S. DE R.L., (HEREINAFTER, "EVERCORE"), REPRESENTED BY ANTONIO SEBASTIAN LUCIO FRANCISCO SOUZA SALDIVAR AND MR. JOSÉ JUAN SÁNCHEZ TENDILLA, PURSUANT TO THE FOLLOWING RECITALS AND CLAUSES:

RECITALS

One. Representations of the COMPANY.

Mr. Pablo Duhart Aranzubia hereby states on behalf of the COMPANY, that-

- I. It is a company duly incorporated under the applicable commercial laws of México.
- II. They have sufficient authority and legal power to bind the COMPANY upon the terms of this AGREEMENT.
- III. The domicile for the COMPANY to receive all kinds of notifications, notices, information and documentation related to the performance of this AGREEMENT is located at:

**MONTES URALES 455, 6TH FLOOR
LOMAS DE CHAPULTEPEC
MEXICO CITY, 11000, MÉXICO**

- V. The corporate purpose of the COMPANY includes the possibility to bind itself upon the terms of this AGREEMENT.
- VI. It is the will of the COMPANY to execute this AGREEMENT in order to receive from EVERCORE the services described in this AGREEMENT.

Two. Representations of EVERCORE.

Mr. Antonio Sebastian Lucio Francisco Souza Saldivar and Mr. José Juan Sánchez Tendilla, hereby state on behalf of EVERCORE, that-

- I. EVERCORE is a legal entity duly incorporated pursuant to the applicable laws in Mexico.
- II. They have sufficient powers-of-attorney to bind EVERCORE upon the terms of this document.
- III. The domicile for EVERCORE to receive all kinds of notifications, notices, information and documentation related to the performance of this AGREEMENT is located at:

1 36 MANUEL ÁVILA CAMACHO BOULEVARD, FLOOR 22ND
2 LOMAS DE CHAPULTEPEC SECTION
3 DELEGATION MIGUEL HIDALGO
4 MÉXICO, DISTRITO FEDERAL; Z.P. 11000
5 ESTADOS UNIDOS MEXICANOS

6 IV. The corporate purpose of EVERCORE includes the possibility to bind itself upon
7 the terms of this AGREEMENT.

8 V. It is the will of EVERCORE to execute this AGREEMENT in order to provide the
9 COMPANY the services described in this AGREEMENT.

10 VI. EVERCORE has the necessary technical resources and qualified and sufficient
11 personnel to provide the services described in this AGREEMENT.

12 **CLAUSES**

13 ***One. Definitions.***

14 The PARTIES agree that for all purposes of this AGREEMENT (including statements,
15 clauses and annexes) the concepts listed in this clause shall have the meanings
16 ascribed to them unless specifically defined otherwise.
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|-------|-------------------------------|---|
| I. | AGREEMENT | It means this agreement and its annexes. |
| II. | COMPANY | It means Grupo Fertinal, S.A. de C.V., and/or its subsidiaries or affiliates or trusts in which Grupo Fertinal, S.A. de C.V., its subsidiaries or affiliates are settlers. |
| III. | DOLLAR | It means the unit of the monetary system of the United States of America. |
| IV. | EVERCORE | It means Evercore Partners México, S. de R.L. |
| V. | GOLDMAN SACHS | It means Goldman, Sachs & Co. |
| VI. | PARTY | It means in singular, EVERCORE and/or the COMPANY and if the reference is in plural, it means EVERCORE and the COMPANY. |
| VII. | PEMEX | It means Petroleos Mexicanos. |
| VIII. | PESO | It means the unit of the monetary system of the Mexican United States. |
| IX. | SALE | It means the possible sale of all or a portion of the stock or assets of the COMPANY to PEMEX. |
| X. | SUPPLY RELATED CAPITALIZATION | Any supply agreement executed between the COMPANY and PEMEX, provided that such contractual arrangement leads to an eventual capitalization by PEMEX into the COMPANY that results in PEMEX holding an equity participation in the COMPANY. |
| XI. | TRANSACTION FEE | It means the commission which the COMPANY will pay |

EVERCORE if it concludes successfully a TRANSACTION.

- XII. TRANSACTION It means the SALE and/or any SUPPLY RELATED CAPITALIZATION as they are defined in this AGREEMENT.
- XIII. VAT It means the value added tax according to the Value Added Tax Law in force in the United Mexican States.

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In addition to the terms defined in this clause, other terms will have the meaning given to them elsewhere in this AGREEMENT.

Two. Purpose of the AGREEMENT.

The purpose of this AGREEMENT is to establish the terms and conditions upon which EVERCORE shall provide financial advisory services to the COMPANY in order to perform the TRANSACTION.

This engagement is exclusive to EVERCORE provided that the COMPANY may also engage GOLDMAN SACHS pursuant to a separate engagement letter; provided, that if fees and terms are agreed upon with GOLDMAN SACHS in connection with the TRANSACTION that are more favorable than those provided to EVERCORE the COMPANY shall offer EVERCORE the opportunity to amend this letter to incorporate such fees and/or terms.

During the term of this AGREEMENT, EVERCORE will provide the COMPANY with financial advice and assistance in connection with this potential TRANSACTION, which may include performing financial analyses and assisting the COMPANY in negotiating the financial aspects of the TRANSACTION.

In the understanding that the TRANSACTION involves any possible SUPPLY RELATED CAPITALIZATION and/or SALE.

EVERCORE will perform its best effort while providing the services and they will be provided, at any time and ways, through the time and ways that are best for the COMPANY's interests and whenever in the EVERCORE's opinion the market conditions are favorable. However, none of the provisions of this AGREEMENT shall be construed as a commitment by EVERCORE to complete all the services which are the scope of this AGREEMENT. Therefore, in no case EVERCORE could ensure the success of all the services which are the scope of this AGREEMENT and the COMPANY will assume any liability intended against EVERCORE if all the services which are the scope of this AGREEMENT are not concluded.

In the case that the COMPANY decides to enter into a Joint Venture agreement with PEMEX, EVERCORE will perform its best effort while providing the services and they will be provided, at any time and ways, through the time and ways that are best for the COMPANY's interests and whenever in the EVERCORE's opinion the market conditions are favorable. The Parties agree that under that circumstance, EVERCORE and the COMPANY will sign an agreement which sets the conditions and fees for performing a Joint Venture.

For the conclusion of the services described in this clause, EVERCORE may coordinate technical, financial, legal, tax or accounting teams determined by COMPANY.

1 However, EVERCORE does not accept or assume any kind of responsibility for the
2 performance of those teams.

3 The COMPANY understands that EVERCORE shall provide the services referred to in this
4 Clause strictly from an advisory financial point of view, at no time it shall be
5 understood that EVERCORE is able to provide a legal, tax or accounting opinion, or
6 that in any form shall EVERCORE act as a broker-dealer.

7 EVERCORE shall be excused of rendering its services if certain law or jurisdiction
8 forbids EVERCORE from executing them.

9 **Two. COMPENSATION.**

10 In consideration for the services provided by EVERCORE upon the terms of this
11 AGREEMENT, the COMPANY shall pay to EVERCORE the following amounts:

12 **I. FEES.**

13 In consideration for the services provided by EVERCORE upon the terms of this
14 AGREEMENT, the COMPANY shall pay the following fees to EVERCORE:

15 (i) At this AGREEMENT signing date, the COMPANY shall pay to EVERCORE the
16 amount of sixty thousand DOLLARS (US\$60,000.00), plus VAT, if applicable or
17 the equivalent thereof in PESOS.

18 (ii) At 6 months after the signing date of this AGREEMENT, the COMPANY shall pay
19 to EVERCORE the amount of sixty thousand DOLLARS (US\$60,000.00), plus
20 VAT, if applicable or the equivalent thereof in PESOS.

21 (iii) At 12 months after the signing date of this AGREEMENT, the COMPANY shall pay
22 to EVERCORE the amount of sixty thousand DOLLARS (US\$60,000.00), plus
23 VAT, if applicable or the equivalent thereof in PESOS.

24 FEES from (i) to (iii) actually paid by the COMPANY to EVERCORE shall be applied
25 against any TRANSACTION FEE which may become payable pursuant this AGREEMENT.

26 Payment shall be made within the first five (5) days of each month at the exchange
27 rate to settle obligations in the United Mexican States published in the Official
28 Gazette of the Federation on the previous payment day, upon prior delivery of the
29 respective invoice by EVERCORE.

30 **II. TRANSACTION FEE.**

31 The Fees contemplated in this Section shall only become due and payable if a
32 TRANSACTION is consummated by the COMPANY with PEMEX or any affiliate or
33 subsidiary thereof as follows:

34 a) If a SALE with PEMEX or an affiliate or subsidiary thereof is consummated, the
35 COMPANY shall pay to EVERCORE a TRANSACTION FEE equal to the greater of (i)
36 two million five hundred thousand DOLLARS (US\$2.5 million) or (ii) point
37 seventy five percent (0.75%) of the aggregate consideration paid in such
38 SALE; provided, that the COMPANY may determine to increase such fee by up
39 to point twenty five percent (0.25%) of the aggregate consideration paid in
40 such SALE in its sole and absolute discretion.

1 b) If a SUPPLY RELATED CAPITALIZATION with PEMEX or an affiliate or subsidiary
2 thereof is executed, the COMPANY will pay a transaction fee of five hundred
3 thousand DOLLARS (US\$500,000.00) plus, if any such SUPPLY RELATED
4 CAPITALIZATION is consummated point seventy five percent (0.75%) of the
5 gross proceeds of such capitalization; provided, that the COMPANY may
6 determine to increase such fee by up to point twenty five percent (0.25%) of
7 such capitalization amount in its sole and absolute discretion.

8 Except as provided herein, a TRANSACTION FEE will be paid to EVERCORE in cash
9 immediately prior to consummation of each TRANSACTION (or, with respect to a
10 SUPPLY RELATED CAPITALIZATION, immediately prior to the execution of such supply
11 agreement and upon or promptly following the consummation of any SUPPLY RELATED
12 CAPITALIZATION).

13 Any other transaction or joint venture, alliance or business combination that the
14 COMPANY may consummate with another party different from PEMEX (or an affiliate
15 or subsidiary thereof) is expressly excluded from any provision contained in this
16 AGREEMENT.

17 The aggregate consideration for purposes of calculating a TRANSACTION FEE in
18 connection with a SALE shall be:

19 (i) in the case of the SALE, exchange or purchase of the COMPANY'S equity securities,
20 the total consideration paid for such securities (including amounts paid to holders of
21 options, warrants and convertible securities), plus the principal amount of all
22 indebtedness for borrowed money (including, without limitation, any lending lease
23 obligations) as set forth on the most recent consolidated balance sheet of the
24 COMPANY prior to the consummation of such SALE, exchange or purchase, and

25 (ii) in the case of a SALE or disposition by the COMPANY of assets, the total
26 consideration paid for such assets, plus the net value of any current assets not sold
27 by the COMPANY and the principal amount of all indebtedness for borrowed money
28 (including, without limitation, any lending lease obligations) assumed by the
29 purchaser.

30 Amounts paid into escrow and contingent payments in connection with any
31 transaction will be included as part of the aggregate consideration. Fees on
32 amounts paid into escrow will be payable upon the establishment of such escrow.
33 If the consideration in connection with any transaction may be increased by
34 payments related to future events, the portion of our fee relating to such contingent
35 payments will be calculated and paid if and when such contingent payments are
36 made. Aggregate consideration also shall include the aggregate amount of any (i)
37 dividends or other distributions declared by the COMPANY with respect to its stock
38 after the date hereof, other than normal recurring cash dividends in amounts not
39 materially greater than currently paid, and (ii) amounts paid by the COMPANY to
40 repurchase any securities of the COMPANY outstanding on the date hereof.

41 In connection with a SALE of fifty percent (50%) or more of the outstanding
42 common stock of the COMPANY, the TRANSACTION FEE will be payable and calculated
43 under the definition of aggregate consideration set forth above as though one
44 hundred percent (100%) of the outstanding common stock on a fully diluted basis
45 had been acquired for the same per share amount paid in the transaction in which

1 fifty percent (50%) or more of the COMPANY's outstanding common stock is acquired
2 by a purchaser or group of affiliated purchasers. Nevertheless, our services
3 pursuant to this letter will continue after control is obtained to assist the COMPANY
4 with a second step merger or similar TRANSACTION.

5 If any portion of the aggregate consideration is paid in the form of securities, the
6 value of such securities, for purposes of calculating the TRANSACTION FEE, will be
7 determined by the average of the last sales prices for such securities on the five
8 trading days ending five trading days prior to the date of the consummation of the
9 TRANSACTION. If such securities do not have an existing public trading market, the
10 value of the securities shall be the mutually agreed upon fair market value on the
11 day prior to the consummation of the TRANSACTION.

12 If the COMPANY or any of its affiliates enters into an agreement with respect to a
13 TRANSACTION (the "COMPANY AGREEMENT") and (i) such COMPANY AGREEMENT is
14 terminated prior to consummation of such transaction or the TRANSACTION is
15 otherwise not consummated and (ii) the COMPANY receives a payment or other
16 consideration (the "PAYMENT") at any time related to such termination or non-
17 consummation, the COMPANY agrees to pay to EVERCORE a TRANSACTION FEE of the
18 lesser of (i) the TRANSACTION FEE that would have been payable had the TRANSACTION
19 been consummated and (ii) thirty percent (30%) of such PAYMENT in cash if and
20 when such PAYMENT is made to the COMPANY.

21 The TRANSACTION FEE shall be paid in the first five (5) business days following the
22 date upon which the TRANSACTION is executed.

23 The TRANSACTION FEE will be paid in the term established above, even if the tax or
24 corporate structure of the TRANSACTION establishes a delayed delivery of the
25 resources. Therefore, EVERCORE and the COMPANY ("the PARTIES") agree to guarantee
26 the due payment of the SUCCESS FEE via the inclusion of the TRANSACTION FEE in the
27 documents pertaining to the TRANSACTION expenses to be covered by the obtained
28 resources.

29 Payment shall be made as stated above, at the exchange rate to settle obligations
30 in the United Mexican States published in the Official Gazette of the Federation on
31 the previous payment day, upon prior delivery of the respective invoice by
32 EVERCORE.

33 Delay in the payment of any of the amounts referred to in this Clause shall accrue
34 default interest at an annual rate equivalent to the London Interbank Offered Rate
35 (hereinafter, "LIBOR") plus eight (8) percentage points. Such interest shall be
36 calculated on outstanding balances, from the last day of the term on which the
37 payment should have been made and to the date on which it is actually paid and
38 shall be computed on the basis of one (1) three hundred and sixty-five (365) day-
39 year and on days actually elapsed.

40 **Three. Expenses.**

41 In addition to the compensations set forth in the above clause, and regardless of
42 the success of the disposals of the TRANSACTION and/or all the services which are the
43 scope of this AGREEMENT, the COMPANY agrees to repay EVERCORE for all reasonable
44 and documented expenses, direct out-of-pocket expenses paid by EVERCORE in the

1 performance of this AGREEMENT, including, without limitation, any reasonable travel,
2 legal, tax and accounting advisory expenses (provided however, that these services
3 were previously approved by the COMPANY) and any other pre-approved reasonable,
4 documented and itemized, out-of-pocket expenses incurred by EVERCORE in the
5 performance of the obligations derived from this AGREEMENT evidenced by EVERCORE
6 through an invoice. The COMPANY instructs EVERCORE to send any invoice related to
7 expenses to Mr. Pablo Duhart Aranzubia at the address above mentioned.

8 Payment shall be made within five (5) business days of the date on which EVERCORE
9 requests the same by sending the applicable invoice.

10 **Four. Information.**

11 The COMPANY understands that for the appropriate provision of the services
12 described in this AGREEMENT, EVERCORE requires to be provided all information that is
13 deemed to be relevant.

14 The financial advisory services provided by EVERCORE shall be solely and exclusively
15 rendered based on information provided by the COMPANY. EVERCORE assumes that
16 such information is true, correct and complete and shall not perform any audit,
17 verification, technical or legal examination thereof. In no event it shall be
18 understood that EVERCORE accepts such information because it uses it.

19 **Five. Confidentiality.**

20 The PARTIES agree to maintain in strict confidentiality all the information that is
21 exchanged verbally, in writing or in a data message (hereinafter, the "CONFIDENTIAL
22 INFORMATION"). This information will only available in a need to know basis to the
23 strictly necessary personnel for the relationship among the PARTIES and only after
24 the PARTIES have notified to such personnel of its confidential nature. The
25 restrictions in the use or disclosure of the information will not apply to that
26 information which—

- 27 I. Is or becomes generally available to the public other than as a result of a
28 disclosure by the receiving PARTY,
- 29 II. Was available to the receiving PARTY on a non-confidential basis prior to its
30 disclosure to the receiving PARTY by the disclosing PARTY, its representatives or
31 its agents, or
- 32 III. Becomes available to the receiving PARTY on a non-confidential basis from a
33 source other than the disclosing PARTY, its representatives or its agents,
34 provided that such source is not, to the receiving PARTY knowledge after due
35 inquiry, bound by a confidentiality agreement with the disclosing PARTY, or
36 otherwise, to the receiving PARTY'S knowledge, prohibited from transmitting
37 the information to the receiving PARTY.

38 In the event that the receiving PARTY is requested or required by an authority (by
39 oral questions, interrogatories, requests for information or documents, subpoena,
40 civil investigative demand or similar process) to disclose any of the CONFIDENTIAL
41 INFORMATION, it is agreed that the receiving PARTY will provide the disclosing PARTY
42 with prompt notice of such requests so that the disclosing PARTY may seek an
43 appropriate protective order or other appropriate remedy and/or waive the

1 receiving PARTY's compliance with the confidentiality provisions of this AGREEMENT.
2 In the event that such protective order or other remedy is not obtained, or that the
3 disclosing PARTY does not grant a waiver hereunder, the receiving PARTY may furnish
4 that portion of the CONFIDENTIAL INFORMATION which the receiving PARTY is legally
5 compelled to disclose.

6 The COMPANY acknowledges and agrees that EVERCORE, in terms of the Federal Law
7 on the Protection of personal data held by individuals, will treat your personal data
8 in terms of that Law, also the COMPANY acknowledges and accepts the content of the
9 privacy notice published on the website www.evercore.com.mx and is reproduced in
10 this AGREEMENT as if it was inserted to the letter

11 The confidentiality obligations will subsist for one (1) year starting from the date
12 this AGREEMENT comes to an end. The confidentiality obligation may be released
13 through a written agreement signed by the disclosing PARTY.

14 Notwithstanding the above, after the successful conclusion of the TRANSACTION,
15 EVERCORE shall be able to reveal and to publish its participation as the financial
16 advisor of the COMPANY in the TRANSACTION.

17 **Six. Representation.**

18 In the performance of the services contemplated by this AGREEMENT, EVERCORE shall
19 not act at any time as representative, commission agent, agent or attorney-in-fact
20 of the COMPANY, its subsidiaries, affiliates, trusts or shareholders.

21 Acknowledging that the financial information contemplated in this AGREEMENT under
22 certain occasions may result in administrative, judicial or arbitration proceedings
23 and that the duty of EVERCORE is only to provide advisory services, the COMPANY
24 agrees to indemnify and hold EVERCORE, its subsidiaries, shareholders, directors,
25 agents and employees (hereinafter, the "INDEMNITEES") harmless from any loss,
26 claim, damage and liability that may arise by virtue of the provision of the services
27 contemplated by this AGREEMENT and shall reimburse – within five (5) business days
28 as of the date on which the same is requested – the INDEMNITEES for any expense
29 (including reasonable attorneys fees) incurred in connection with any proceeding
30 filed against them.

31 Notwithstanding the provisions of the above paragraph, the COMPANY and/or THE
32 CONSORTIUM shall not be responsible for any loss, claim, damage and liability
33 determined by any competent court – through a non-appealable judgment – to be
34 derived from the negligence or willful misconduct of an INDEMNITY.

35 **Seven. Ethics Obligation and Anti-Bribery.**

36 EVERCORE and the COMPANY state that they acknowledge all the dispositions
37 established in the "Convention on Combating Bribery of Foreign Public Officials in
38 the International Business Transactions" adopted by the Organization for Economic
39 Co-operation and Development ("OECD") on December 17th, 1997 (hereinafter, the
40 "OECD Convention"), also they acknowledge all the local and federal Mexican
41 regulations related with the OECD Convention, such as Ley Federal Anticorrupción
42 en Contrataciones Públicas ("MEXICAN ANTI-BRIBERY LAW").

1 EVERCORE and the COMPANY are committed to fulfill all the obligations related with
2 this AGREEMENT according the dispositions established in the OECD Convention and
3 the MEXICAN ANTI-BRIBERY LAW, also the PARTIES understand that the OECD
4 Convention applies to all the official governments in the Mexican United States
5 ("Estados Unidos Mexicanos") as well to the official governments of other foreign
6 countries and every obliged people named in article 2nd of the MEXICAN ANTI-
7 BRIBERY LAW.

8 Accordingly, the PARTIES shall ensure that the remuneration (of any kind) recovered
9 under the effects of this agreement is not for the illegal remuneration contrary to
10 public policy or morality within the meaning of applicable laws in the Mexican
11 United States and any other foreign country. Also, the PARTIES shall ensure not run
12 anything that can configure or infer the commission of any of the offenses
13 described in Article eighth (8th) and ninth (9th) of the MEXICAN ANTI-BRIBERY LAW.

14 The PARTIES agree that, in any case, all or part of the remuneration charged by
15 EVERCORE in the framework of this AGREEMENT will be used, directly or indirectly, to
16 be pledged or transferred to;

17 (a) a public official and / or national or foreign public official, or used to fund
18 compensation that aims to influence an action or decision being within the
19 jurisdiction of a public official and / or national or foreign public official or taking the
20 public official and / or national or foreign public official to use his connections from
21 any other public official (the concept of public official and / or national or foreign
22 public official has the meaning given to each one in the OECD Convention and the
23 MEXICAN ANTI-BRIBERY LAW, respectively).

24 (b) any employee, administrator or legal representative of the COMPANY, subsidiaries
25 or affiliates of the COMPANY or parent company or "holding" of the group of
26 companies of which the COMPANY is a part, if it applies.

27 The PARTIES get engaged to ensure the strict compliance with the provisions of this
28 clause by any of its employees, officers and / or any person or entity to whom
29 should transfer all or part of the compensation due to their intervention according
30 to this agreement.

31 The PARTIES will require that its conduct according to this agreement shall comply
32 with all applicable laws in the United Mexican States, OECD Convention and MEXICAN
33 ANTI-BRIBERY LAW, referred to this clause, and shall comply with the ethical practices
34 without affecting in any way the image of EVERCORE and/or the COMPANY, the group
35 they belong to and / or their shareholders.

36 ***Eight. Term of the Agreement.***

37 The obligations and rights derived from this AGREEMENT shall be effective as from its
38 date of execution contained at the bottom hereof and, except as otherwise specified
39 by this AGREEMENT, shall cease upon the term of twelve (12) months as from the
40 date of execution of the AGREEMENT. The AGREEMENT may be renewed upon prior
41 consent of the PARTIES.

42 In connection with engagements such as this, it is our firm policy to receive
43 indemnification. The COMPANY agrees to the provisions with respect to our

1 indemnity and other matters set forth in ANNEX A, which is incorporated by
2 reference into this letter.

3 Our services may be terminated by the COMPANY or us at any time with or without
4 cause effective upon receipt of written notice to that effect. EVERCORE will be
5 entitled to the applicable TRANSACTION FEE set forth above in the event that at any
6 time prior to the expiration of one year after such termination an COMPANY
7 AGREEMENT is entered into and (i) such COMPANY AGREEMENT is eventually
8 consummated or (ii) a PAYMENT is eventually made with respect to such COMPANY
9 AGREEMENT.

10 Concluded the effects of the AGREEMENT, the obligation of the COMPANY for the
11 payment of the SUCCESS FEE referred to the clause two of this AGREEMENT shall
12 continue in the event that the COMPANY, its shareholders subsidiaries, affiliates or
13 trusts in which the COMPANY, its subsidiaries or affiliates are settlers or trustees, its
14 subsidiaries, affiliates or shareholders, arrange, within a period of twelve (12)
15 months from the termination of the AGREEMENT, the TRANSACTION:

16 I. With someone contacted by EVERCORE, or

17 II. In which the design, implementation strategy or had participated EVERCORE.

18 ***Nine. Suspension of the AGREEMENT.***

19 The PARTIES agree that, at any time, the effects of the AGREEMENT may be
20 suspended indefinitely by either PARTY and by written notice sent to the other PARTY,
21 in the form of ANNEX B, which once signed by the PARTIES it is considered as an
22 integral part of the AGREEMENT as if it was inserted here. The suspension of the
23 AGREEMENT will become on the date that the letter, in the form of ANNEX B indicates.

24 Likewise the PARTIES agree to observe the same process used to implement the
25 suspension, when the PARTY that gave rise to it, wishes to restart the AGREEMENT.

26 Notices and / or notifications referred to this clause must be signed by attorney (s)
27 that is (are) duly authorized to state the obligation of the PARTIES.

28 The suspension of the AGREEMENT under this clause shall not be considered for the
29 computation of the term of the AGREEMENT.

30 ***Ten. Early Termination of the effects of the Agreement.***

31 The effects of the AGREEMENT may be terminated in advance by any of the PARTIES
32 upon written notice sent to the counterparty thirty (30) days prior to the date on
33 which they purport to terminate the effects and provided that the payments
34 established in Clause Two ("COMPENSATIONS") and Clause Three ("EXPENSES") earned
35 during the term of the AGREEMENT shall have been paid. The obligations and rights
36 that may arise during the term of the AGREEMENT shall continue to be in force.

37 ***Eleven. Notices.***

38 All notices, as well as any information and documentation shall be sent in writing to
39 the domiciles stated in the recitals section and shall be effective upon receipt by the
40 addressee.

41 The PARTIES hereby agree to notify each other any change in the domiciles stated in
42 the recitals section hereof.

1 **Twelve. Limit of Liability.**

2 The PARTY that does not fulfill its obligations taken under this AGREEMENT will
3 indemnify the PARTY that complied with the AGREEMENT, the damages that arise from
4 the breach of the AGREEMENT. Such indemnity will be, however, limited to the
5 amount of the Fees stated in Clause Two, number I, of this AGREEMENT.

6 **Thirteen. Applicable law and competent courts.**

7 This AGREEMENT shall be ruled and construed by the current substantive law for New
8 York City. For the settlement of any controversies that may arise in the
9 interpretation or performance of this AGREEMENT, the COMPANY and EVERCORE agree
10 to be subject to the competence of Federal and local courts for New York City and
11 expressly waive any other jurisdiction that may correspond to them by virtue of
12 their domiciles or for any other cause.

13 **Fourteen. Interpretation of the Agreement.**

14 The representations and clauses contained in this document are an integral part of
15 the AGREEMENT executed between the COMPANY and EVERCORE and shall be taken into
16 consideration for the construction of this AGREEMENT. Headings included in the
17 recitals and clauses sections of the document are only intended for reference and
18 easy management thereof; therefore, they shall not be taken into account in the
19 legal interpretation of the AGREEMENT.

20 This AGREEMENT contains the full understanding between the PARTIES and substitutes
21 any other previous agreement and documents, whether oral or written, with respect
22 to the subject matter of this AGREEMENT. The numbers on the left margin of the
23 document are only to be used as reference to the lines of the document to facilitate
24 their location; therefore, they shall not be taken into consideration for the legal
25 interpretation of the AGREEMENT. Defined terms are in small caps and shall be
26 accepted as such in singular and plural depending on the context.

27 Being aware of the contents and scope of this AGREEMENT and since the same
28 reflects an understanding between the PARTIES, the same executed it on the
29 first_(1st) day of October, two thousand and thirteen (2013).

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Mr. Pablo Duhart Aranzubia
on behalf of
Grupo Fertinal, S.A. de C.V.

Antonio Sebastian Lucio Francisco
Souza Saldivar
on behalf of
Evercore Partners México, S. de R.L.

José Juan Sánchez Tendilla
on behalf of
Evercore Partners México, S. de
R.L.

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ANNEX A

In the event that EVERCORE becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including stockholders of the COMPANY, in connection with or as a result of either our engagement or any matter referred to in this letter, the COMPANY periodically will reimburse EVERCORE for its legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith. The COMPANY also will indemnify and hold EVERCORE harmless against any and all losses, claims, damages or liabilities to any such person in connection with or as a result of either our engagement or any matter referred to in this letter, except to the extent that any such loss, claim, damage or liability results from the gross negligence or bad faith of EVERCORE in performing the services that are the subject of this letter. If for any reason the foregoing indemnification is unavailable to EVERCORE or insufficient to hold it harmless, then the COMPANY shall contribute to the amount paid or payable by EVERCORE as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of the COMPANY and its stockholders on the one hand and EVERCORE on the other hand in the matters contemplated by this letter as well as the relative fault of the COMPANY and EVERCORE with respect to such loss, claim, damage or liability and any other relevant equitable considerations. The COMPANY also agrees that Evercore shall not have any liability to the COMPANY or any person asserting claims on behalf of or in right of the COMPANY in connection with or as a result of either our engagement or any matter referred to in this letter except to the extent that any losses, claims, damages, liabilities or expenses incurred by the COMPANY result from the gross negligence or bad faith of EVERCORE in performing the services that are the subject of this letter. The reimbursement, indemnity and contribution obligations of the COMPANY under this paragraph shall be in addition to any liability which the COMPANY may otherwise have, and such obligations, as well as the exculpation set forth in the preceding sentence, shall extend upon the same terms and conditions to any affiliate of EVERCORE and the partners, directors, agents, employees and controlling persons (if any), as the case may be, of EVERCORE and any such affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the COMPANY, EVERCORE, any such affiliate and any such person. Prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the COMPANY set forth in this Annex A, the COMPANY will notify EVERCORE in writing thereof (if not previously so notified) and, if requested by EVERCORE, shall arrange in connection therewith alternative means of providing for the obligations of the COMPANY set forth in this paragraph, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon terms and conditions satisfactory to EVERCORE. Any right to

1 trial by jury with respect to any action or proceeding arising in connection with or
2 as a result of either our engagement or any matter referred to in this letter is
3 hereby waived by the parties hereto. The COMPANY agrees that any suit or
4 proceeding arising in respect to this letter or our engagement will be tried
5 exclusively in the U.S. District Court for the Southern District of New York or, if that
6 court does not have subject matter jurisdiction, in any state court located in the
7 City and County of New York, and the COMPANY agrees to submit to the jurisdiction
8 of, and to venue in, such courts. The provisions of this Annex A shall survive any
9 termination or completion of the engagement provided by this letter, and this letter
10 and any matters related to this engagement shall be governed by and construed in
11 accordance with the laws of the State of New York without regard to conflict of law
12 principles that would result in the application of any law other than the law of the
13 State of New York.

14 Being aware of the contents and scope of this ANNEX A OF THE AGREEMENT and since
15 the same reflects an understanding between the PARTIES, the same executed it on
16 the first (1st) day of October, two thousand and thirteen (2013).

17

Mr. Pablo Duhart Aranzubia
on behalf of
Grupo Fertinal, S.A. de C.V.

Antonio Sebastian Lucio Francisco
Souza Saldivar
on behalf of
Evercore Partners México, S. de R.L.

José Juan Sánchez Tendilla
on behalf of
Evercore Partners México, S. de
R.L.

18

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1 **ANNEX B**

2 **FORMAT OF SUSPENSION OR RESUMPTION NOTICE OF THE EFFECTS OF THE AGREEMENT**

3
4
5 **[RECEIVER NAME]**
6 **[RECEIVER ADDRESS]**
7 **[RECEIVER ADDRESS]**
8 **[RECEIVER ADDRESS]**
9 **[RECEIVER ADDRESS]**
10 **[RECEIVER COUNTRY]**

11
12 Dear Mr. [Name of legal representative of Society]:

13 In accordance with the ninth clause of the Agreement to provide services
14 (hereinafter the "AGREEMENT ") between Grupo Fertinal, S.A. de C.V. (hereinafter
15 the "COMPANY"), and Evercore Partners México, S. de R.L., (hereinafter, "EVERCORE")
16 executed effective on first (1st) day of October, two thousand and thirteen (2013),
17 is the will of the [COMPANY/ EVERCORE] to suspend / restart¹ indefinitely the effects of
18 the AGREEMENT effects with effect from [day letter] ([day number]) of [month] two
19 thousand [ending year] (201 [_]), so to suit their interests.

20 If the [COMPANY OR EVERCORE] agrees with this proposal, please send an original of
21 this letter duly signed by their authorized legal representatives.

22 Truly yours,
23

[Legal Representative]
on behalf of
[The COMPANY or EVERCORE]

24
25 It is signed the [day] [month], 201_] _____
26

Legal Representative]
on behalf of
[The COMPANY or EVERCORE]

27

¹ In the event that the format is used to restart the effects of the Agreement, reference of suspension should be disposed in the preface and the word indefinitely (underlined between lines) should be disposed (line 18).