

## REGISTER

Number 872657

Quinquennium 2023 to 2027

## PROTOCOL

**NUMBER FIFTY-ONE (51).** In the city of Guatemala, on the seventeenth day of August of the year two thousand twenty-three. Before me, LUBIA EDITH CATALÁN ESPINOZA, Notary, appears:

a) On one part, the Retired Infantry Colonel with a Diploma in General Staff (DEM) JAVIER HUMBERTO ROBLES ARRIVILLAGA, fifty-seven (57) years old, married, Guatemalan, Army Officer, residing in the Department of Sacatepéquez, who identifies with the Personal Identification Document (DPI) with Unique Identification Code (CUI) two million four hundred eleven thousand one hundred ninety-eight space zero one (2411 19189 0101) issued by the National Registry of Persons of the Republic of Guatemala -RENAP-, who acts in his capacity as Manager and Legal Representative of the MILITARY PENSION INSTITUTE, which in the course of this instrument may also be called simply the LESSOR or The INSTITUTE interchangeably, a capacity accredited with certification of his appointment issued by the Specific Secretary of the Board, contained in the minutes number twenty-five dash two thousand fifteen (025-2015) and thirty-one dash two thousand fifteen (031-2015) of the sessions held in this city of Guatemala by the Board of "THE INSTITUTE" on February twenty-fourth (24) and March fifth (5), both of the year two thousand fifteen (2015). The legal representation that accredits is based on Article twenty-two (22) and twenty-seven (27) of Decree Law seventy-four dash nineteen eighty-four (75-84) of the Head of State and its reforms, Organic Law of the Military Pension Institute; and

b) on the other part Mr. JOSUÉ ALEXANDER BARRIOS GALINDO, forty-seven (47) years old, single, Guatemalan, Executive, residing in the Department of Guatemala, who identifies with Personal Identification Document (DPI) with Unique Identification Code (CUI) two million three hundred forty-two thousand one hundred sixteen space zero one (2342 11601 0101), issued by the National Registry of Persons of the Republic of Guatemala -RENAP-, acts in his capacity as President of the Board of Directors and Legal Representative of the commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, which in the course of this instrument may be called simply as THE LESSEE, a fact that is accredited with the notarial act of her appointment dated October ten (10), two thousand twenty-two (2022), authorized in this city by Notary Wuendy Maritza Contreras Ruano, registered in the Mercantile Registry of the Republic of Guatemala, under registration number six hundred seventy-seven thousand thirty-one (677031), folio nine hundred thirty-nine (939) of book eight hundred eight (808) of Commerce Assistants; a company that is registered in the Mercantile Registry of the Republic of Guatemala, under registration number one hundred twenty-six thousand twenty-five (126025), folio seven hundred thirty-two (732) of book two hundred nineteen (219) of Mercantile Companies;

**I CERTIFY:** a) that I have reviewed all the related documentation; b) That the representations made are sufficiently compliant with the law and to my judgment for the execution of this contract; and c) That the appearing parties assure me to be the identified persons and in the full exercise of their civil rights, in the capacities they act, they manifest that they grant a LEASE AGREEMENT OF A SECTION OF LAND WITH AN AREA OF FIVE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED EIGHTY POINT SEVENTY-TWO SQUARE METERS (562,380.72 m<sup>2</sup>) of the farm number four thousand nine hundred twenty-two (4922), folio four hundred twenty-two (422), of book three hundred fifty (350E) of Escuintla, in accordance with the following clauses:

**CLAUSE ONE: LEGAL BASIS:** The subscription of this contract is based on the provisions of articles seven (7) and seventeen (17) literals a) and h) of the Organic Law of the Military Pension Institute and its reforms; Decree Law number seventy-five dash nineteen eighty-four (75-84) of the Head of State and its reforms; and based on article sixty-three (63) of the cited laws; one thousand five hundred seventeen (1517), one thousand five hundred eighteen (1518), one thousand five hundred nineteen (1519), one thousand eight hundred eighty (1880), one thousand eight hundred eighty-one (1881), one thousand eight hundred eighty-six (1886), one thousand eight hundred ninety (1890), one thousand eight hundred ninety-one (1891), one thousand eight hundred ninety-two (1892), one thousand eight hundred ninety-three (1893), one thousand eight hundred ninety-six (1896), nineteen hundred one (1901), nineteen hundred two (1902), nineteen hundred three (1903), nineteen hundred four (1904), nineteen hundred seven (1907), nineteen hundred eight (1908), nineteen hundred fifteen (1915), nineteen hundred sixteen (1916), nineteen hundred seventeen (1917), nineteen hundred twenty (1920), nineteen hundred twenty-one (1921), nineteen hundred twenty-four (1924), nineteen hundred twenty-six (1926), nineteen hundred twenty-eight (1928), and nineteen hundred thirty (1930) numbers one (1), three (3) and six (6) of the Civil Code, Decree Law number one hundred six (106) of the Head of Government of the Republic and its reforms; one (1), two (2), three (3), four (4), five (5), seven (7), eight (8), ten (10) literal A, number two (2), eleven (11), fifteen (15), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21) literal C, twenty-two (22), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty-one (31), forty (40), and forty-three (43) of the Normative for the Leasing of Real Estate of the Military Pension Institute, Agreement number zero thirty-three dash two thousand twenty-three (033-2023) of the Board of Directors of the Military Pension Institute, and the Resolution number SJDash hyphen dash two thousand twenty-three (SJDash 49-2023) issued by the Board of Directors of the Military Pension Institute on August sixteenth, two thousand twenty-three.

**CLAUSE SECOND: OWNERSHIP OF THE FRACTION OF THE FARM OBJECT OF THE CONTRACT:**

Mr. Retired Infantry Colonel with a Diploma in General Staff (DEM) JAVIER HUMBERTO ROBLES ARRIVILLAGA, in the capacity in which he acts, states that his represented "THE INSTITUTE," is the legitimate owner of the farm registered in the General Property Registry as farm number four thousand nine hundred twenty-two (4922), folio four hundred twenty-two (422), of book three hundred fifty E (350E) of Escuintla, located at the cadastral address Kilometer one hundred ten (110.5), Route CA hyphen New Highway (CA-9) Old Highway to

Puerto San José, Municipality of San José, Department of Escuintla, according to the cadastral certification issued by the Municipality of San José, Department of Escuintla, which will accompany the testimony of this deed so that it is recorded in the General Property Registry Property; expressly stating that there are no encumbrances or limitations on the fraction of the property that motivates this contract, which may affect the rights of the other party; warning the Notary about the responsibilities they will incur if this is not the case and they are obligated to legal compliance. The fraction of the land has an area of FIVE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED EIGHTY POINT SEVENTY-TWO SQUARE METERS (562,380.72 m<sup>2</sup>) and has the following azimuth, measurements, and boundaries: From station zero (0) to observation point one (1), with an azimuth of two hundred forty-six degrees (246°), forty-four minutes (44') forty-four seconds (44"), with a distance of one hundred thirty-nine point eight meters (139.8 m), bordering the main property; From station one (1) to observation point two (2), with an azimuth of one hundred fifty-six degrees (156°), forty-four minutes (44') forty-four seconds (44"), with a distance of two hundred sixty-five point ninety-seven meters (265.97 m), bordering the main property; From station two (2) to observation point three (3), with an azimuth of two hundred sixteen degrees (216°), forty-three minutes (43') thirty-four seconds (34"), with a distance of eighty-eight point twenty-four meters (88.24 m), bordering the main property; From station three (3) to observation point four (4), with an azimuth of one hundred fifty-six degrees (156°), forty-six minutes (46') fifteen seconds (15"), with a distance of one thousand eighty-eight point thirty-three meters (1188.33 m), bordering the main property; From station four (4) to observation point five (5), with an azimuth of twenty-three degrees (23°), six minutes (6') thirty-seven seconds (37"), with a distance of one hundred sixty-seven point ninety-one meters (167.91 m), bordering with Ronaldo Corado; From station five (5) to observation point six (6), with an azimuth of two hundred seventy-nine degrees (279°), thirty-five minutes (35') forty-one seconds (41"), with a distance of one hundred twelve point sixty-three meters (112.63 m), bordering with Kelli Carrio; From station six (6) to observation point seven (7), with an azimuth of forty degrees (40°), fifty-eight minutes (58') thirty-four seconds (34"), with a distance of one hundred seventy-two meters (172 m), bordering with Kelli Carrio; From station seven (7) to observation point eight (8), with an azimuth of forty-one degrees (41°), thirty minutes (30') forty-five seconds (45"), with a distance of five hundred seventy-two point sixty-six meters (572.66 m), bordering with Kelli Carrio, Marvin del Cid, and Justiniano Ovalle; From station eight (8) to observation point nine (9), with an azimuth of three hundred ten degrees (310°), forty-seven minutes (47') thirty-two seconds (32"), with a distance of seven hundred eighteen point fifty-four meters (718.54 m), bordering with Carretera Antigua al Puerto; From station nine (9) to observation point zero (0), with an azimuth of three hundred eleven degrees (311°), twenty-five minutes (25') forty-nine seconds (49"), with a distance of three hundred ninety-four point thirty-seven meters (394.37 m), bordering with Carretera Antigua al Puerto, in accordance with the plan prepared by Civil Engineer Byron René Borrayo, registered under number six thousand eight hundred seventeen (6817), which will accompany the testimony of this deed to be recorded in the General Property Registry. The Retired Infantry Colonel with a Diploma in General Staff (DEM) JAVIER HUMBERTO ROBLES ARRIVILLAGA, in his capacity as acting representative, declares that the fraction of the previously identified property is leased to the lessee, represented by its legal representative Josué Alexander Barrios Galindo, who

states that, in his capacity as acting representative, he accepts the lease, which will be governed by the stipulations contained in this public instrument.

**CLAUSE THREE: TERM:** The parties, through their legal representatives, declare that the lease term is twenty-five (25) years, from September first (01) of the year two thousand twenty-three (2023) to August thirty-first (31) of the year two thousand forty-eight (2048), with the objective that the lessee invests in the construction and infrastructure, administration, and operation of various investment projects and business ventures.

**CLAUSE FOUR: FIXED AND VARIABLE RENT:** The parties expressly declare, in their capacities as acting representatives, that for the purposes of calculating the monthly rent for the fraction object of the lease, will consist of fixed rent and variable rent, as follows:

1. **FIXED RENT:** It is individualized as follows: a) for the period from September first, two thousand twenty-three to December thirty-first, two thousand twenty-three, the monthly rent including Value Added Tax will be SIX THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS AND FORTY-EIGHT CENTS OF THE UNITED STATES OF AMERICA (US\$6,267.48), to make a total of TWENTY-FIVE THOUSAND SIXTY-NINE DOLLARS AND NINETY-TWO CENTS OF THE UNITED STATES OF AMERICA (US\$25,069.92); b) for the period from January first, two thousand twenty-four to December thirty-first, two thousand twenty-four, the monthly rent including Value Added Tax will be TWELVE THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS AND NINETY-FIVE CENTS OF THE UNITED STATES OF AMERICA (US\$12,534.95) to make a total of ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED NINETEEN DOLLARS AND FORTY CENTS OF THE UNITED STATES OF AMERICA (US\$150,419.40); c) for the period from January first, two thousand twenty-five to December thirty-first, two thousand twenty-five, the monthly rent including Value Added Tax will be THIRTEEN THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS AND SEVENTY CENTS OF THE UNITED STATES OF AMERICA (US\$13,161.70) to make a total of ONE HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FORTY CENTS OF THE UNITED STATES OF AMERICA (US\$157,940.40); d) for the period from January first, two thousand twenty-six to December thirty-first, two thousand twenty-six, the monthly rent including Value Added Tax will be THIRTEEN THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND SEVENTY-EIGHT CENTS OF THE UNITED STATES OF AMERICA (US\$13,819.78) to make a total of ONE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND THIRTY-SIX CENTS OF THE UNITED STATES OF AMERICA (US\$165,837.36); e) for the period from January first, two thousand twenty-seven to December thirty-first, two thousand twenty-seven, the monthly rent including Value Added Tax will be FOURTEEN THOUSAND FIVE HUNDRED TEN DOLLARS OF THE UNITED STATES OF AMERICA\*\*AMERICA WITH SEVENTY-SEVEN CENTS (US\$14,510.77) to make a total of ONE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS AND TWENTY-FOUR CENTS OF THE UNITED STATES OF

AMERICA (US\$174,129.24); f) for the period from January first, two thousand twenty-eight to December thirty-first, two thousand twenty-eight, the monthly rent including Value Added Tax will be FIFTEEN THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS AND THIRTY-ONE CENTS OF THE UNITED STATES OF AMERICA (US\$15,236.31) to make a total of ONE HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS AND SEVENTY-TWO CENTS OF THE UNITED STATES OF AMERICA (US\$182,835.72); g) for the period from January first, two thousand twenty-nine to December thirty-first, two thousand twenty-nine, the monthly rent including Value Added Tax will be FIFTEEN THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND THIRTEEN CENTS OF THE UNITED STATES OF AMERICA (US\$15,998.13) to make a total of ONE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY-SIX CENTS OF THE UNITED STATES OF AMERICA (US\$191,977.56); h) for the period from January first, two thousand thirty to December thirty-first, two thousand thirty, the monthly rent including Value Added Tax will be SIXTEEN THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS AND THREE CENTS OF THE UNITED STATES OF AMERICA (US\$16,798.03) to make a total of TWO HUNDRED ONE THOUSAND FIVE HUNDRED SEVENTY-SIX DOLLARS AND THIRTY-SIX CENTS OF THE UNITED STATES OF AMERICA (US\$201,576.36); i) for the period from January first, two thousand thirty-one to December thirty-first, two thousand thirty-one, the monthly rent including Value Added Tax will be SIXTEEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND NINETY-THREE CENTS OF THE UNITED STATES OF AMERICA (US\$17,637.93) to make a total of TWO HUNDRED ELEVEN THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS AND SIXTEEN CENTS OF THE UNITED STATES OF AMERICA (US\$211,655.16); j) for the period from January first, two thousand thirty-one to December thirty-first, two thousand thirty-two, the monthly rent including Value Added Tax will be EIGHTEEN THOUSAND FIVE HUNDRED NINETEEN DOLLARS AND EIGHTY-THREE CENTS OF THE UNITED STATES OF AMERICA (US\$18,519.83) to make a total of TWO HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND NINETY-SIX CENTS OF THE UNITED STATES OF AMERICA (US\$222,237.96); k) for the period from January first, two thousand thirty-three to December thirty-first, two thousand thirty-three, the monthly rent including Value Added Tax will be NINETEEN THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS AND EIGHTY-TWO CENTS OF THE UNITED STATES OF AMERICA (US\$19,445.82) to make a total of TWO HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED FORTY-NINE DOLLARS AND EIGHTY-FOUR CENTS OF THE UNITED STATES OF AMERICA (US\$233,349.84); l) for the period from January first, two thousand thirty-four to December thirty-first, two thousand thirty-four, the monthly rent including Value Added Tax will be TWENTY THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND ELEVEN CENTS OF THE UNITED STATES OF AMERICA (US\$20,418.11) to make a total of TWO HUNDRED FORTY-FIVE THOUSAND SEVENTEEN DOLLARS AND THIRTY-TWO CENTS OF THE

UNITED STATES OF AMERICA (US\$245,017.32); m) for the period from January first, two thousand thirty-five to December thirty-first, two thousand thirty-five, the monthly rent including Value Added Tax will be TWENTY-ONE THOUSAND FOUR HUNDRED THIRTY-NINE DOLLARS AND TWO CENTS OF THE UNITED STATES OF AMERICA (US\$21,439.02) to make a total of TWO HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS AND TWENTY-FOUR CENTS OF THE UNITED STATES OF AMERICA (US\$257,268.24); n) for the period from January first, two thousand thirty-six to December thirty-first, two thousand thirty-six, the monthly rent including Value Added Tax will be TWENTY-TWO THOUSAND FIVE HUNDRED TEN DOLLARS AND NINETY-SEVEN CENTS OF THE UNITED STATES OF AMERICA (US\$22,510.97) to make a total of TWO HUNDRED SEVENTY THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS AND SIXTY-FOUR CENTS OF THE UNITED STATES OF AMERICA (US\$270,131.64); ñ) for the period from January first from January first, two thousand thirty-seven to December thirty-first, two thousand thirty-seven, the monthly rent including Value Added Tax will be TWENTY-THREE THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS AND FIFTY-TWO CENTS OF THE UNITED STATES OF AMERICA (US\$23,636.52) to make a total of TWO HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS AND TWENTY-FOUR CENTS OF THE UNITED STATES OF AMERICA (US\$283,638.24); o) for the period from January first, two thousand thirty-eight to December thirty-first, two thousand thirty-eight, the monthly rent including Value Added Tax will be TWENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS AND THIRTY-FOUR CENTS OF THE UNITED STATES OF AMERICA (US\$24,818.34) to make a total of TWO HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND EIGHT CENTS OF THE UNITED STATES OF AMERICA (US\$297,820.08); p) for the period from January first, two thousand thirty-nine to December thirty-first, two thousand thirty-nine, the monthly rent including Value Added Tax will be TWENTY-SIX THOUSAND FIFTY-NINE DOLLARS AND TWENTY-SIX CENTS OF THE UNITED STATES OF AMERICA (US\$26,059.26) to make a total of THREE HUNDRED TWELVE THOUSAND SEVEN HUNDRED ELEVEN DOLLARS AND TWELVE CENTS OF THE UNITED STATES OF AMERICA (US\$312,711.12); q) for the period from January first, two thousand forty to December thirty-first, two thousand forty, the monthly rent including Value Added Tax will be TWENTY-SEVEN THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS OF THE UNITED STATES OF AMERICA (US\$27,362.22) to make a total of THREE HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED FORTY-SIX DOLLARS AND SIXTY-FOUR CENTS OF THE UNITED STATES OF AMERICA (US\$328,346.64); r) for the period from January first, two thousand forty-one to December thirty-first, two thousand forty-one, the monthly rent including Value Added Tax will be TWENTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY DOLLARS OF THE UNITED STATES OF AMERICA (US\$28,730.34) to make a total of THREE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED PROTOCOL

SIXTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHT CENTS (US\$344,764.08); s) for the period from January first, two thousand forty-two to December thirty-first, two thousand forty-two, the monthly rent including Value Added Tax will be THIRTY THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND EIGHTY-FIVE CENTS OF THE UNITED STATES OF AMERICA (US\$30,166.85) to make a total of THREE HUNDRED SIXTY-TWO THOUSAND TWO DOLLARS AND TWENTY CENTS OF THE UNITED STATES OF AMERICA (US\$362,002.20); t) for the period from January first, two thousand forty-three to December thirty-first, two thousand forty-three, the monthly rent including Value Added Tax will be THIRTY-ONE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND NINETEEN CENTS OF THE UNITED STATES OF AMERICA (US\$31,675.19) to make a total of THREE HUNDRED EIGHTY THOUSAND ONE HUNDRED TWO DOLLARS OF THE UNITED STATES OF AMERICA (US\$380,102.28); u) for the period from January first, two thousand forty-four to December thirty-first, two thousand forty-four, the monthly rent including Value Added Tax will be THIRTY-THREE THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS AND NINETY-FIVE CENTS OF THE UNITED STATES OF AMERICA (US\$33,258.95) to make a total of THREE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED SEVEN DOLLARS AND FORTY CENTS OF THE UNITED STATES OF AMERICA (US\$399,107.40); v) for the period from January first, two thousand forty-five to December thirty-first, two thousand forty-five, the monthly rent including Value Added Tax will be THIRTY-FOUR THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND NINETY CENTS OF THE UNITED STATES OF AMERICA (US\$34,921.90) to make a total of FOUR HUNDRED EIGHTEEN THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS AND EIGHTY CENTS OF THE UNITED STATES OF AMERICA (US\$418,162.80); w) for the period from January first, two thousand forty-six to December thirty-first, two thousand forty-six, the monthly rent including Value Added Tax will be THIRTY-SIX THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA DOLLARS OF THE UNITED STATES OF AMERICA (US\$36,668.00) to make a total of FOUR HUNDRED FORTY THOUSAND SIXTEEN DOLLARS OF THE UNITED STATES OF AMERICA (US\$440,016.00); x) for the period from January first, two thousand forty-seven to December thirty-first, two thousand forty-seven, the monthly rent including Value Added Tax will be THIRTY-EIGHT THOUSAND FIVE HUNDRED ONE DOLLARS AND FORTY CENTS OF THE UNITED STATES OF AMERICA (US\$38,501.40) to make a total of FOUR HUNDRED SIXTY-TWO THOUSAND SIXTEEN DOLLARS AND EIGHTY CENTS OF THE UNITED STATES OF AMERICA (US\$462,016.80); y) for the period from January first, two thousand forty-eight to August thirty-first, two thousand forty-eight, the monthly rent including Value Added Tax will be FORTY THOUSAND FOUR HUNDRED TWENTY-SIX DOLLARS AND FORTY-SEVEN CENTS OF THE UNITED STATES OF AMERICA (US\$40,426.47) to make a total of THREE HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED ELEVEN DOLLARS AND SEVENTY-SIX CENTS OF THE UNITED STATES OF AMERICA (US\$323,411.76); consequently, the total fixed rent is SEVEN MILLION FOUR HUNDRED TWO THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA (US\$7,402,425.00).

**VARIABLE RENT:** It will consist of two percent (2%) of the gross monthly revenues obtained by the commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, plus Value Added Tax, from the operation of the various business lines that the lessee will establish on the fraction of the property subject to lease, verifiable through tax declarations that the lessee is obligated to submit and upon request by "THE INSTITUTE." In the event that the lessee does not achieve the projected revenues referred to in their letter number OF hyphen TWCFSJ hyphen 004 hyphen ABG hyphen two thousand twenty-three (OF-TWCFSJ-004-ABG-2023) dated August six, two thousand twenty-three; the lessee is obligated to pay the Military Pension Institute at least five percent (5%) of the projected variable rent in the proposal they submitted, as follows: a) for the period from September of two thousand twenty-three to December thirty-first, two thousand twenty-three, the variable rent projection presented by the lessee, for the value of THREE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH TWO CENTS (US\$333,777.02) whose five percent (5%) is SIXTEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS AND EIGHTY-FIVE CENTS OF THE UNITED STATES OF AMERICA (US\$16,688.85); b) for the period from January first, two thousand twenty-four to December thirty-first, two thousand twenty-four, the variable rent projection presented by the lessee, for the value of EIGHT HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY CENTS (US\$871,550.50) whose five percent (5%) is FORTY-THREE THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY-THREE CENTS OF THE UNITED STATES OF AMERICA (US\$43,577.53); c) for the period from January first, two thousand twenty-five to December thirty-first, two thousand twenty-five, the variable rent projection presented by the lessee, for the value of ONE MILLION ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY CENTS (US\$1,101,658.60) whose five percent (5%) is FIFTY-FIVE THOUSAND EIGHTY-TWO DOLLARS AND NINETY-THREE CENTS OF THE UNITED STATES OF AMERICA (US\$55,082.93); d) for the period from January first, two thousand twenty-six to December thirty-first, two thousand twenty-six, the variable rent projection presented by the lessee, for the value of ONE MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-THREE CENTS (US\$1,555,366.53) whose five percent (5%) is SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY-THREE CENTS OF THE UNITED STATES OF AMERICA (US\$77,768.33); e) for the period from January first, two thousand twenty-seven to December thirty-first, two thousand twenty-seven, the variable rent projection presented by the lessee, for the value of ONE MILLION NINE HUNDRED FORTY-SIX THOUSAND NINE HUNDRED THIRTY FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-SIX CENTS (US\$1,946,934.86) whose five percent (5%) is NINETY-SEVEN THOUSAND THREE HUNDRED FORTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-FOUR CENTS (US\$97,346.74); f) for the period from January first, two thousand twenty-eight to December thirty-first, two thousand twenty-eight, the variable rent projection presented by the lessee, for the value of TWO MILLION ONE HUNDRED THIRTY-FIVE THOUSAND SEVENTY-NINE DOLLARS OF



THE UNITED STATES OF AMERICA WITH SIXTY CENTS (US\$2,135,079.60) whose five percent (5%) is ONE HUNDRED SIX THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-EIGHT CENTS (US\$106,753.98); g) for the period from January first, two thousand twenty-nine to December thirty-first, two thousand twenty-nine, the variable rent projection presented by the lessee, for the value of TWO MILLION TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY-SIX CENTS (US\$2,260,589.46) whose five percent (5%) is ONE HUNDRED THIRTEEN THOUSAND TWENTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY-SEVEN CENTS (US\$113,029.47); h) for the period from January first, two thousand thirty to December thirty-first, two thousand thirty, the variable rent projection presented by the lessee, for the value of TWO MILLION THREE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTEEN CENTS (US\$2,393,500.17) whose five percent (5%) is ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH ONE CENT (US\$119,675.01); i) for the period from January first, two thousand thirty-one to December thirty-first, two thousand thirty-one, the variable rent projection presented by the lessee, for the value of TWO MILLION FOUR HUNDRED NINETY-SIX THOUSAND THREE HUNDRED FIFTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-NINE CENTS (US\$2,496,315.89) whose five percent (5%) is ONE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY NINE CENTS (US\$124,815.79); j) for the period from January first, two thousand thirty-two to December thirty-first, two thousand thirty-two, the variable rent projection presented by the lessee, for the value of TWO MILLION SIX HUNDRED THREE THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-ONE CENTS (US\$2,603,564.31) whose five percent (5%) is ONE HUNDRED THIRTY THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY-TWO CENTS (US\$130,178.22); k) for the period from January first, two thousand thirty-three to December thirty-first, two thousand thirty-three, the variable rent projection presented by the lessee, for the value of TWO MILLION SEVEN HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-TWO CENTS (US\$2,715,437.32) whose five percent (5%) is ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-SEVEN CENTS (US\$135,771.87); l) for the period from January first, two thousand thirty-four to December thirty-first, two thousand thirty-four, the variable rent projection presented by the lessee, for the value of TWO MILLION EIGHT HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$2,832,135.16) whose five percent (5%) is ONE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-SIX CENTS (US\$141,606.76); m) for the period from January first, two thousand thirty-five to December thirty-first, two thousand thirty-five, the variable rent projection presented by the lessee, for the value of TWO MILLION NINE

HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED SIXTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-EIGHT CENTS (US\$2,953,866.78) whose five percent (5%) is ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED NINETY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-FOUR CENTS (US\$147,693.34); n) for the period from January first, two thousand thirty-six to December thirty-first, two thousand thirty-six, the variable rent projection presented by the lessee, for the value of THREE MILLION EIGHTY THOUSAND EIGHT HUNDRED FIFTY DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY-FOUR CENTS (US\$3,080,850.24) whose five percent (5%) is ONE HUNDRED FIFTY-FOUR THOUSAND FORTY-TWO DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-ONE CENTS (US\$154,042.51); ñ) for the period from January first, two thousand thirty-seven to December thirty-first, two thousand thirty-seven, the variable rent projection presented by the lessee, for the value of THREE MILLION TWO HUNDRED THIRTEEN THOUSAND THREE HUNDRED THIRTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH FOURTEEN CENTS (US\$3,213,313.14) whose five percent (5%) is ONE HUNDRED SIXTY THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY-FIVE CENTS (US\$160,665.65); o) for the period from January first, two thousand thirty-eight to December thirty-first, two thousand thirty-eight, the variable rent projection presented by the lessee, for the value of THREE MILLION TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-SIX CENTS (US\$3,292,466.76) whose five percent (5%) is ONE HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-FOUR CENTS (US\$164,623.34); p) for the period from January first, two thousand thirty-nine to December thirty-first, two thousand thirty-nine, the variable rent projection presented by the lessee, for the value of THREE MILLION THREE HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED SIXTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY-ONE CENTS (US\$3,373,866.41) whose five percent (5%) is ONE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED NINETY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-TWO CENTS (US\$168,693.32); q) for the period from January first, two thousand forty to December thirty-first, two thousand forty, the variable rent projection presented by the lessee, for the value of THREE MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHT CENTS (US\$3,447,580.08) whose five percent (5%) is STATES OF AMERICA WITH THIRTY-FIVE CENTS (US\$3,457,588.35) whose five percent (5%) is ONE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY-TWO CENTS (US\$172,879.42); r) for the period from January first, two thousand forty-one to December thirty-first, two thousand forty-one, the variable rent projection presented by the lessee, for the value of THREE MILLION FIVE HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED ELEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-EIGHT CENTS (US\$3,543,711.98) whose five percent (5%) is ONE HUNDRED SEVENTY-

SEVEN THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY CENTS (US\$177,185.60); s) for the period from January first, two thousand forty-two to December thirty-first, two thousand forty-two, the variable rent projection presented by the lessee, for the value of THREE MILLION SIX HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-THREE CENTS (US\$3,632,319.93) whose five percent (5%) is ONE HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED SIXTEEN DOLLARS OF THE UNITED STATES OF AMERICA (US\$181,616.00); t) for the period from January first, two thousand forty-three to December thirty-first, two thousand forty-three, the variable rent projection presented by the lessee, for the value of THREE MILLION SEVEN HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH FOURTEEN CENTS (US\$3,723,498.14) whose five percent (5%) is ONE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED SEVENTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-ONE CENTS (US\$186,174.91); u) for the period from January first, two thousand forty-four to December thirty-first, two thousand forty-four, the variable rent projection presented by the lessee, for the value of THREE MILLION EIGHT HUNDRED EIGHTEEN THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVEN CENTS (US\$3,817,336.07) whose five percent (5%) is ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED SIXTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY CENTS (US\$190,866.80); v) for the period from January first, two thousand forty-five to December thirty-first, two thousand forty-five, the variable rent projection presented by the lessee, for the value of THREE MILLION NINE HUNDRED THIRTEEN THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,913,926.82) whose five percent (5%) is ONE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED NINETY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-FOUR CENTS (US\$195,696.34); w) for the period from January first, two thousand forty-six to December thirty-first, two thousand forty-six, the variable rent projection presented by the lessee, for the value of FOUR MILLION THIRTEEN THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY CENTS (US\$4,013,367.30) whose five percent (5%) is TWO HUNDRED THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-SEVEN CENTS (US\$200,668.37); x) for the period from January first, two thousand forty-seven to December thirty-first, two thousand forty-seven, the variable rent projection presented by the lessee, for the value of FOUR MILLION ONE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED FIFTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY-FOUR CENTS (US\$4,115,758.44) whose five percent (5%) is TWO HUNDRED FIVE THOUSAND SEVEN HUNDRED EIGHTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-TWO CENTS (US\$205,787.92); y) for the period from January first, two thousand forty-eight to August thirty-first, two thousand forty-eight, the variable rent projection presented by the lessee, for the value of TWO MILLION EIGHT HUNDRED FOURTEEN THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS OF

THE UNITED STATES OF AMERICA WITH EIGHTY-EIGHT CENTS (US\$2,814,136.88) whose five percent (5%) is ONE HUNDRED FORTY THOUSAND SEVEN HUNDRED SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-FOUR CENTS (US\$140,706.84). Consequently, the total amount of the projection is SEVENTY-TWO MILLION ONE HUNDRED NINETY THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-SIX CENTS (US\$72,191,916.56) whose five percent (5%) is THREE MILLION SIX HUNDRED NINE THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-FOUR CENTS (US\$3,609,595.84).

**CLAUSE FIVE: PAYMENT METHOD OF THE RENT:** The parties, in their capacities as acting representatives, declare that the payment of the fixed and variable rent will be made monthly in favor of the Military Pension Institute, as follows:

a) **Fixed Rent:** It will be made on a monthly basis starting from September first, two thousand twenty-three without the need for a request for payment, within the month it corresponds to, with the invoice issued by "THE INSTITUTE" within the first five (5) business days, and the lessee will have until the penultimate business day of the month as the maximum deadline to make the payment without any moratorium charge, except for holidays. Likewise, the value will be in dollars of the United States of America and will be paid to "THE INSTITUTE" in quetzals at the exchange rate set by the Bank of Guatemala on the date the invoice is issued, whose equivalent shall not be less than the exchange rate of seven quetzals and seventy cents (Q7.70) per one dollar of the United States of America (US\$1.00).

b) **Variable Rent:** It will be made quarterly during the months of January, April, July, and October of each year without the need for a request for payment; the variable rent for the period of two thousand twenty-three, must be paid by the lessee in January of two thousand twenty-four; with the invoice issued by "THE INSTITUTE" based on the quarterly income billed by the lessee until the month immediately preceding each payment date.

The payment of the fixed and variable rent must be made by the lessee through a deposit, electronic transfer, or business voucher in favor of "THE INSTITUTE" in a monetary account constituted in any financial system bank; initially, the monetary account to be used will be number three million thirty-three thousand three hundred seventy-six nine hundred sixty-two (3033376692) constituted in the Banco de Desarrollo Rural, Sociedad Anónima -BANRURAL; any modification will be with prior notice to "THE INSTITUTE." The lessee must coordinate with the Investments Department of "THE INSTITUTE" and this will transfer the receipt or respective deposit to the Treasury Section of the Financial Administration Unit (UDAF) for the issuance of the corresponding receipt. For non-compliance with the timely payment of the rent, as agreed, a five percent (5%) moratorium charge will be applied for each overdue rent, effective from the first business day of the following month that corresponds to the payment of the rent.

## **CLAUSE SIX: SPECIFIC CONDITIONS:**

**I) Construction of buildings by the lessee:** The investment in constructions and/or buildings for the operation of one or several business lines to be installed and/or operated on the fraction of the property, owned by "THE INSTITUTE," will be borne by the lessee. The lessee will be responsible for any damage or deterioration suffered by the facilities and caused by themselves, family members, dependents, sub-lessees and/or any other person who enters or is within the fraction of the property, as well as the animals and things that are kept on the property. All construction is subject to inspection by the Engineering Department of the Military Pension Institute, to determine compliance with structural and occupational safety standards, as well as the development of the different phases of the projects to be carried out by the lessee. The lessee is obliged to carry out the constructions and buildings on the fraction of the property subject to lease, presented in their development proposal, as follows:

### **1) Customs Fiscal Precinct:**

#### **1.1) Construction of fiscal precinct, commissioning and operation of the customs precinct;**

**1.1.1) By December two thousand twenty-three:** Construction of warehouse and maneuvering yard.

**1.1.2) By January two thousand twenty-four:** Obtaining certification from the General Directorate of Civil Aeronautics and forming a file to manage the authorization of a Temporary Customs Deposit before the Superintendency of Tax Administration.

**1.1.3) By February two thousand twenty-four:** Start of equipment and technology.

**1.1.4) By June two thousand twenty-four:** Start of **PROTOCOL** operations of the Temporary Customs Warehouse.

### **2) Industrial Park:**

#### **2.1) Construction, commissioning, and operation of an industrial park;**

**2.1.1) By December two thousand twenty-four:** Feasibility study, engineering, and financial projections.

**2.1.2) By December two thousand twenty-five:** Urbanization of the area to be occupied by the industrial park.

**2.1.3) By December two thousand twenty-six:** First warehouse completed for leasing to third parties.

### **3) Aviation Schools:**

#### **3.1) Construction, commissioning, and operation of private aviation schools along with private hangars;**

**3.1.1) By December two thousand twenty-five:** Feasibility study, engineering, and financial projections.

**3.1.2) By December two thousand twenty-six:** Urbanization of the area to be occupied by the lessee, for the construction of spaces and educational areas.

**3.1.3) By December two thousand twenty-seven:** Completion of the construction of classrooms, hangars, and platform.

**4) Commercial Areas:**

**4.1) Construction, commissioning, and operation of a commercial area;**

**4.1.1) By December two thousand twenty-five:** Feasibility study, engineering, and financial projections.

**4.1.2) By December two thousand twenty-six:** Urbanization of the area to be occupied by the lessee, for the construction of a commercial zone.

**4.1.3) By December two thousand twenty-seven:** Completion of the construction of buildings in the commercial area.

**II. Upon the expiration of the agreed lease term in the contract or upon early termination thereof, the constructions and/or buildings will become part of the property of the Military Pension Institute, without any financial compensation from the Military Pension Institute to the lessee or as part of the payment for the contracted lease.**

**III. Permits and Licenses:** The commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA and the sub-lessees as applicable, will be responsible for the processing and compliance for the issuance of licenses, permits, authorizations, and stamps, according to the business lines to be carried out and in accordance with the applicable legal regulations. Likewise, they will assume any payment of penalties or fines imposed on the lessee, sub-lessees, and/or "THE INSTITUTE" for failing to comply with the necessary processes for the permits and licenses that correspond, exempting the operations of the Temporary Customs Warehouse.

**2) Industrial Park:**

**2.1) Construction, commissioning, and operation of an industrial park;**

**2.1.1) By December two thousand twenty-four:** Feasibility study, engineering, and financial projections.

**2.1.2) By December two thousand twenty-five:** Urbanization of the area to be occupied by the industrial park.

**2.1.3) By December two thousand twenty-six:** First warehouse completed for leasing to third parties.

**3) Aviation Schools:**

**3.1) Construction, commissioning, and operation of private aviation schools along with private hangars;**

**3.1.1) By December two thousand twenty-five:** Feasibility study, engineering, and financial projections.

**3.1.2) By December two thousand twenty-six:** Urbanization of the area to be occupied by the lessee, for the construction of spaces and educational areas.

**3.1.3) By December two thousand twenty-seven:** Completion of the construction of classrooms, hangars, and platform.

#### **4) Commercial Areas:**

##### **4.1) Construction, commissioning, and operation of a commercial area;**

**4.1.1) By December two thousand twenty-five:** Feasibility study, engineering, and financial projections.

**4.1.2) By December two thousand twenty-six:** Urbanization of the area to be occupied by the lessee, for the construction of a commercial zone.

**4.1.3) By December two thousand twenty-seven:** Completion of the construction of buildings in the commercial area.

**II. Upon the expiration of the agreed lease term in the contract or upon early termination thereof, the constructions and/or buildings will become part of the property of the Military Pension Institute, without any financial compensation from the Military Pension Institute to the lessee or as part of the payment for the contracted lease.**

**III. Permits and Licenses:** The commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA and the sub-lessees as applicable, will be responsible for the processing and compliance for the issuance of licenses, permits, authorizations, and stamps, according to the business lines to be carried out and in accordance with the applicable legal regulations. Likewise, they will assume any payment of penalties or fines imposed on the lessee, sub-lessees, and/or "THE INSTITUTE" for failing to comply with the necessary processes for the permits and licenses that correspond, exempting the Military Pension Institute as the owner, from any administrative, legal, or financial action that harms the interests of "THE INSTITUTE." The lessee, for the development of the projects and business lines that correspond, must comply with the provisions and regulations that apply from the General Directorate of Civil Aeronautics, Superintendency of Tax Administration, Executive Secretariat of the National Coordinator for Disaster Reduction, Ministry of Environment and Natural Resources, Municipality of San José, Escauintla, among other corresponding governmental entities, the designation of these entities being enumerative and not limitative; likewise, it is expressly established that sub-lessees must comply with the aforementioned provisions. The Military Pension Institute in its capacity as owner of the fraction of the property subject to the lease, will carry out the authorization and habilitation procedures for a Special Economic Development Zone (ZDEEP), at the request of the commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, adhering to the regulations provided by the Santo Tomas de Castilla Free Trade and Industry Zone (ZOLIC); both parties agreeing that the studies, opinions, fees, and other costs incurred for this purpose, will be borne by the lessee.

**IV. Subleasing:** The commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, may sublease the fraction or fractions of the area subject to the lease, in accordance with the business lines of the lessee and lawful commercial activities. The lessee will assume obligations in a joint and several manner with the sub-lessee; it is prohibited to carry out illegal practices, storage, commercialization and/or consumption of psychotropic and narcotic substances not permitted by law; it will also be responsible for preventing any crime from being committed on the fraction of the property, especially what is contained in the Law Against

Money Laundering and Other Assets and its regulations; and the Law to Prevent and Repress the Financing of Terrorism and its regulations. The sub-lessee of the fraction or fractions of the area subject to the lease, will not be able to use Military Pension Institute as the owner, from any administrative, legal, or financial action that harms the interests of "THE INSTITUTE." The lessee, for the development of the projects and business lines that correspond, must comply with the provisions and regulations that apply from the General Directorate of Civil Aeronautics, Superintendency of Tax Administration, Executive Secretariat of the National Coordinator for Disaster Reduction, Ministry of Environment and Natural Resources, Municipality of San José, Esquintla, among other corresponding governmental entities, the designation of these entities being enumerative and not limitative; likewise, it is expressly established that sub-lessees must comply with the aforementioned provisions. The Military Pension Institute in its capacity as owner of the fraction of the property subject to the lease, will carry out the authorization and habilitation procedures for a Special Economic Development Zone (ZDEEP), at the request of the commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, adhering to the regulations provided by the Santo Tomas de Castilla Free Trade and Industry Zone (ZOLIC); both parties agreeing that the studies, opinions, fees, and other costs incurred for this purpose, will be borne by the lessee.

**IV. Subleasing:** The commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, may sublease the fraction or fractions of the area subject to the lease, in accordance with the business lines of the lessee and lawful commercial activities. The lessee will assume obligations in a joint and several manner with the sub-lessee; it is prohibited to carry out illegal practices, storage, commercialization, and/or consumption of psychotropic and narcotic substances not permitted by law; it will also be responsible for preventing any crime from being committed on the fraction of the property, especially what is contained in the Law Against Money Laundering and Other Assets and its regulations; and the Law to Prevent and Repress the Financing of Terrorism and its regulations. The sub-lessee of the fraction or fractions of the area subject to the lease, will not be able to use the property for any illegal activity

...same on other terms or for other uses than those stipulated in the lease contract and its respective modifications and/or extensions. The commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, is obligated to submit semiannual reports to "THE INSTITUTE" of the sublease contracts it has entered into for the use and/or enjoyment of the fraction or fractions of the area subject to the lease. Failure to submit the report will be a cause for breach of the contract.

**V. Improvements:** The lessee is authorized to make useful, necessary, and recreational improvements on the fraction of the property, which allow the proper functioning of the intended use that will be given to the property, having to submit notice and plans of the improvements to be made, with the approval of the Engineering Department of the Military Pension Institute. The Military Pension Institute reserves the right, through the Engineering Department of "THE INSTITUTE", to carry out inspections of the improvements to determine compliance with structural and occupational safety standards; in case of damage to the infrastructure due to negligence or carelessness, or failure to comply with the necessary technical conditions, "THE



INSTITUTE" may demand economic compensation or the corresponding replacement. All improvements that by their nature cannot be separated from the fraction of the property, because they cause damage to the structure when separated or because they are of permanent utility for the project (floors, doors, windows, false ceilings, sanitary tiles, among others), will remain in favor of the Military Pension Institute, without obligation to pay any indemnity or compensation. Likewise, no improvement will be payable to rents or debts incurred for services or of any other nature.

**VI. Administration:** The administration of the facilities and buildings on the fraction of the property will be the responsibility of the lessee, who will issue the applicable regulations for sub-lessees, users, and/or visitors, having to cover at its own expense the civil and other responsibilities arising from the use and enjoyment of the fraction of the property.

**VII. Payment of basic services:** The fraction of the property does not have any basic service, so the lessee will be authorized to manage the installation of the corresponding supply, having to be billed in its name by the service provider entities, having to remain solvent in payments during the occupation of the same, and/or upon the expiration of the contract term or if it is terminated early.

**VIII. Physical Security:** The lessee will be responsible for providing at its own expense, physical security and surveillance on the fraction of the property during the lease period, covering the costs incurred.

**IX. Maintenance and Cleaning:** The lessee will be in charge of preventive maintenance, cleaning, gardening, and locative repairs of the facilities operating in the fraction of the property during the lease period, as follows:

- **First level of maintenance:** Cleaning of the leased areas, care of green areas, cleaning of storm drains, change of lighting and plumbing fixtures, cleaning of floors and ceilings.
- **Second level of maintenance:** Interior and exterior painting, valve replacement, faucets and any deterioration or loss caused voluntarily or involuntarily by the lessee or people using the fraction of the property; as well as maintenance of installed equipment, such as power plants, hydraulic pumps, boilers, refrigeration equipment, among others, as applicable.

**X. Labor Relations of the Lessee:** The entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, will be responsible for labor relations with its workers, dependents, and administrators at its service and/or sub-lessees, being obliged to keep the Military Pension Institute free from any claim that may be made on this matter contract the following insurances: 1. All-risk construction insurance. 2. Civil liability insurance and third-party damages. 3. Fire and allied lines insurance. 4. In case high-risk or dangerous industrial activities are installed and/or carried out in the fraction of the property, the lessee is obliged to contract all-risk insurance according to the business lines, being responsible for the damages caused, and must keep the insurance policies in force until the end of the lease term, as applicable.

**XIII. Extension of the lease term:** It will only be with authorization from the Board of Directors of the Military Pension Institute and through the signing of a new contract that will contain the new conditions, according to the proposal and justification of improvements and/or investments that the lessee intends to make in the fraction of the property.

**XIV. Contract renewal:** The lessee will have preference to continue with the lease, having to manage the application before the Military Pension Institute, with anticipation of the expiration of the agreed term. The renewal must be carried out with the terms of reference to be agreed upon by the parties, having to be authorized by the Board of Directors of the Military Pension Institute, through the corresponding resolution, to sign a new lease contract.

**SEVENTH CLAUSE: Other obligations of the lessee:** 1. Maintain its status as a lessee during the validity of the contract. 2. Not change the use of the fraction of the property, without prior authorization from "THE INSTITUTE." 3. Comply with all health and industrial safety measures corresponding to current laws, for handling flammable, salty, explosive, corrosive, or any substance that may affect or endanger the physical integrity of people occupying the facilities and/or buildings in the fraction of the property. 4. Allow authorized personnel from the General Directorate of Civil Aeronautics to enter the fraction of the property subject to the lease, to carry out inspections, provide maintenance and/or repair the radio navigation and landing aid equipment VOR/DME located at the coordinate thirteen degrees fifty-six minutes zero four point two seconds north (13°56'02.4"N); ninety degrees forty-nine minutes fifty-four point eight seconds west (90°49'54.8"W).

5. Allow authorized personnel from the General Felipe Cruz Paratrooper Brigade to enter the fraction of the property to carry out security and surveillance activities.
6. Comply with the stages and deadlines established by the lessee for the development of the various construction and/or building investment projects that will be carried out in the fraction of the property, except for delays caused by processes that depend on institutions other than itself, documenting that the procedures have been initiated in a timely manner. The deadlines established by the lessee for construction and/or building are as follows:

a) Start operations of a Temporary Customs Deposit during the month of June of two thousand twenty-four. b) Complete the construction of the first warehouse in the Industrial Park during the month of December of two thousand twenty-six. c) Complete the construction of rooms, hangars, and a platform for the operation of Aviation Schools during the month of December of two thousand twenty-seven. d) Complete the construction of buildings for the operation of a commercial area during the month of December of two thousand twenty-eight. e) Complete all development, constructions, and/or buildings in the fraction of the property by the month of December of two thousand twenty-eight.

If the lessee does not comply with the stages and deadlines established by itself, due to factors beyond the lessee's control, it must submit an application addressed to the Management of the Military Pension Institute, accompanied by justification and supporting documentation, in order to analyze and consider granting an extension of six (6) months with authorization from the Board of Directors of the Military Pension Institute, to remedy the non-compliance presented. If

the non-compliance persists, the Military Pension Institute may proceed with the early termination of the contract and the execution of the lease guarantee insurance. In cases where the entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, has limitations to comply with the development, constructions, and/or construction of some stage of the project, derived from fortuitous event or force majeure, must submit an application to the Military Pension Institute, with the respective justifications and corresponding studies, in order to replace it with another project, which must be authorized by the Board of Directors of the Military Pension Institute through the issuance of the respective resolution, without the need to make a contract modification. This type of situation does not represent a cause for termination of the lease agreement, as long as the established procedure is complied with.

**CLAUSE EIGHTH:** Formalization of delivery and return of the fraction of the property: The delivery of the fraction of the property to the lessee will be made through the subscription of an administrative act, in which personnel from "THE INSTITUTE" and the Legal Representative of TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA will appear; in the content of the administrative act all the components of the delivery of the fraction of the property will be detailed, including walls, booths, and other existing constructions located inside it.

**CLAUSE NINTH:** Termination Forms: The lease agreement may be terminated when any of the following circumstances occur:

1. Due to the expiration of the term.
2. By mutual agreement between the parties, with prior notice of thirty (30) days.
3. Due to the total destruction of the constructions of the fraction of the property, derived from fortuitous event or force majeure, unrelated to "THE INSTITUTE".
4. For fortuitous events or force majeure that make the object of the lease unnecessary or affect its fulfillment.
5. For engaging in illegal practices, against morality and good customs, public order, or public health.
6. For the lessee and/or its Legal Representative carrying out acts or making statements against the Military Pension Institute.
7. For non-compliance with the terms of the contract that is signed.
8. For non-payment of two (2) consecutive installments, unless otherwise authorized by the Board of Directors of the Institute.
9. For reasons established by law.

**CLAUSE TENTH** by the Board of Directors of the Institute. 10. For reasons established by law.

**CLAUSE TENTH: DISPUTE RESOLUTION.** The appearing parties, in the capacities in which they act, state that any dispute, controversy, conflict, or claim related to non-compliance, interpretation, application of acts, and resolutions concerning the lease agreements of real estate or fractions thereof, owned by the Military Pension Institute, may be resolved through

conciliation via the administrative route; if this route is exhausted, any existing controversies will be submitted to the competent jurisdictional body in the matter.

**CLAUSE ELEVENTH: ADDRESSES FOR NOTIFICATIONS.** The appearing parties, in the capacities in which they act, state the following addresses for the reception of any type of notification: A. "THE INSTITUTE," Fifth Avenue 6-06 Zone 1, of this city, eighth (8th) level of the Military Pension Institute Building. B. The lessee, 11 Calle 0-48 Zona 10, Diamond Office Building, Room 1004, Guatemala City, Guatemala.

Each of the parties is obligated to inform the other in writing of any change made to the addresses listed in this document.

**CLAUSE TWELFTH: BRIBERY.** The lessee states that they are aware of the penalties related to the crime of bribery, as well as the provisions contained in Chapter Three Roman (III) of Title Thirteen Roman (XIII) of Decree 17-73 of the Congress of the Republic of Guatemala, Penal Code.

**CLAUSE THIRTEENTH: SUBMISSION OF THIS CONTRACT TO THE INSTITUTE.** The lessee states that a legalized copy of this public deed will be submitted within a period of three (3) business days from today, to the Military Pension Institute, for their knowledge, and subsequently, a legalized copy of the testimony of the public deed duly registered in the General Property Registry will be sent.

**CLAUSE FOURTEENTH:** The grantors, in the capacities in which each one acts, request the General Property Registry to register the documented lease in this PUBLIC PROTOCOL

REGISTER No. 872670 FIVE-YEAR PERIOD FROM 2023 TO 2027

Number: 872670 TALLER NACIONAL DE GRABADOS EN ACERO – GUATEMALA, C.A.

Instruments, in the indicated form. Likewise, they request that in the event the presented document has correctable errors, the rights contained in the testimony of this public deed be noted in advance in accordance with Article 1149, paragraph five (5) of the Civil Code, Decree Number 106; likewise, it is requested that the address of the property be recorded, declaring the Legal Representative of the Military Pension Institute, under oath of law, previous protest of law by the undersigned Notary, that this request is made based on the certification issued by the Municipality of San José, Department of Escuintla, which is transcribed verbatim as follows: "MUNICIPALITY OF SAN JOSÉ, ESCUINTLA, GUATEMALA, C.A. THE HEAD OF THE DEPARTMENT OF THE SINGLE PROPERTY TAX OF THE MUNICIPALITY OF SAN JOSÉ OF THE DEPARTMENT OF ESCUINTLA: CATASTRAL CERTIFICATION.

It is stated that in the cadastral records of this Municipality, the property identified with Municipal Registry Number 43548, registered in the General Registry of Property with number Finca 4922, Folio 422, Book 350E of Escuintla, in the name of the MILITARY PENSION INSTITUTE, is located in a FRACTION OF LAND AT KILOMETER 105, ROUTE CA-9 OLD ROAD TO PUERTO SAN JOSÉ. This property belongs to the Municipality of San José, Department of Escuintla. For the purposes that may apply, this is extended in the Municipality of San José, on Friday, May 26, 2023. Illegible signature, Architect Victor Manuel Salazar Roldan,

In charge of the Department of IUSI, appears the seal that says: DIRECTOR OF IUSI MUNICIPAL, Municipality of San José, Escuintla."

**CLAUSE FIFTEENTH: ACCEPTANCE.** "THE INSTITUTE" and "THE LESSEE" through their Legal Representatives, expressly state that in the related terms they accept this lease agreement with each of its clauses. I, the Notary, attest: (A) That I have seen the documentation with which the property of the real estate subject to this contract, related identification documents, as well as the documents that accredit

**XI. Performance Guarantee:** The lessee must present a lease guarantee bond, covering three (3) consecutive rents, which must be presented within a period not exceeding twenty (20) business days from the start date of the lease period and subsequently annually, based on the rents of the corresponding period, during the term of the contract. representation exercised and the plans that delimit the fraction of the real estate object of the lease; as well as the resolution number SJDAh-140-2023 issued by the Board of Directors of the Military Pension Institute on August 16, 2023; and, the cadastral certification of the Municipality of San José, Department of Escuintla; and, (B) That I read the written document to the attendees, who, well aware of its content, validity, purpose, registration obligation, and other legal effects, ratify, accept, and sign. I give faith of all the above. Testified: Thirty-nine. Circumstances are as follows: 1. for expiration of the agreed term. 2. by mutual agreement. this by the board of directors of the institute. 10. for causes established by law. **CLAUSE TENTH.** Omit. Between lines. forty. circumstances are as follows: 1. for expiration of the agreed term in the contract. 2. by mutual agreement between the parties, with prior notice of thirty (30) days. 3. for termination of the contract, according to, A. Lease.

**THIS IS THE FIRST TESTIMONY** of public deed number FIFTY-ONE (51) of the notarial register under my charge, which I authorized in this city of Guatemala, on the eighteenth of August of two thousand twenty-three, and which to be delivered to the mercantile entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA, I extend, number, sign, and seal in sixteen (16) pages, being the first fifteen pages faithful copies, which I attest for having been reproduced today in my presence from their respective original in a special machine for the purpose, which faithfully and exactly reproduce them, plus the present bond paper sheet. In the city of Guatemala, on the eighteenth of August of two thousand twenty-three.

(License and Notary Stamp)

(Signed) LUBIA EDITH CATALÁN ESPINOZA LAWYER AND NOTARY