

Notarial Office N. 7  
 J. Jesús Gutiérrez Marín      Mario E. Camarena Obeso  
 Incumbent *Notario*<sup>1</sup>      Associate *Notario*  
 Guadalajara, Jal.

[Seal: Mario E. Camarena Obeso –  
 Associate *Notario* to the Incumbent N.  
 7. United Mexican States.  
 Guadalajara, Jal.  
 Volume: 12  
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NUMBER: 2701 TWO THOUSAND SEVEN HUNDRED AND ONE.

In the city of Guadalajara, State of Jalisco, on the 9 ninth of the month February of 1998 nineteen ninety eight appeared before me on their own behalf, MARIO ENRIQUE CAMARENA OBESO, Substitute Public *Notario*, Associated to the Incumbent N. 7 of this Municipality, J. JESUS GUTIERREZ MARIN, with whom I have executed an Association Agreement, MARIA EUGENIA CASILLAS BRAVO DE PEREZ, ELENA CRISTINA GOMEZ GUTIERREZ, FERNANDO BALTAZAR SALDAÑA, JOSE SANTIAGO RAMON BOLAÑOS GONZALEZ, SUSANA GOMEZ GARCIA and ACELA MARGARITA ESTRADA CARRILLO, all the parties have agreed to incorporate a NON-PROFIT ASSOCIATION, pursuant to the Laws in force in the United Mexican States and for this purpose are granted the following:

#### BYLAWS

#### CHAPTER I

#### REGISTERED NAME, PURPOSE, ADDRESS, LIFE, AND ALIEN EXCLUSION CLAUSE

FIRST. The Non-Profit Association shall have a common lawful purpose and have no commercial capacity, the aforementioned shall be governed by this Clauses and by the Civil Code of the State of Jalisco, as well as any other applicable legal provisions.

SECOND. The Association shall be called "GALILEA 2000" words that shall always be followed by "ASOCIACIÓN CIVIL" [Non-Profit Association] or its acronym "A.C.".

THIRD. The purpose of the Association is:

- a). Medical attention to people who are convalescing or injured in the Antiguo Hospital Civil de Guadalajara, as well as to patients who are hospitalized in the area of arrested people in the aforementioned place, those that due to their socioeconomic deficiencies, are prevented from satisfying their basic subsistence requirements, to which economic and moral aid may be provided, as well as, where appropriate, supply basic necessities, clinical studies, analyzes, medicines, lacking medical materials in that hospital.
- b). Provide low-income relatives who accompany hospitalized patients at Antiguo Hospital Civil de Guadalajara with financial assistance for food, funeral expenses, and transportation of the bodies to their place of origin.

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<sup>1</sup> T.N. Mexican figure. Law Professional, invested with the State's authority to attest documents, and who provides legal certainty in the acts and events he or she attests.

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- c). The establishment of a medical dispensary, a laboratory for clinical analysis and a funeral home, where poor patients can have medical assistance, purchase medicines and hospital materials lacking in Antiguo Hospital Civil de Guadalajara, as well as undergo the medical studies and analysis that their situation requires and have funeral services in direct collaboration with the Instituto Jalisciense de Asistencia Social (I.J.A.S for its acronym in Spanish, Jalisco Institute of Social Assistance), which shall be free or with minimal cost, depending on the socioeconomic situation of each sick person and his or her family, previous analysis of it.
- d). The establishment of free cafeteria for the indigent relatives of the sick who are hospitalized in Antiguo Hospital Civil de Guadalajara.
- e). The establishment of an orphanage in which medical assistance and shelter are provided to terminally ill patients who do not have a place to turn to, as well as to patients who, having been discharged from the Antiguo Hospital Civil de Guadalajara, lack of home due to the abandonment of their relatives.
- f). The establishment of an orphanage where medical, human and moral assistance will be given to patients with Acquired Immune Deficiency Syndrome (AIDS), who due to social segregation and family abandonment, do not have a decent place to spend the final stage of their life and have been discharged from the Antiguo Hospital Civil de Guadalajara.
- g). Obtaining, managing and using the resources, funds, endowments, legacies, subsidies, fees and those necessary for the functioning, operation and conservation of the association, as well as for the development of the activities contained in the purposes.
- h). The organization of social, cultural and sporting events.
- i). The collection of resources necessary for the fulfillment of the purpose through raffles, contests and competitions, prior to the permits granted for such purposes by the Ministry of the Interior, and in the same way, be able to receive donations and collaborate with the public assistance services. The aforementioned prior to the authorization granted by the competent authorities, Federal, State or Municipal.
- j). To acquire, to sell, to obtain and to grant the use and enjoyment, by any title permitted by law, of movable and immovable property and real or personal rights, necessary or convenient for the development of the social purpose and the activities carried out by the Association, at home or abroad.

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01 de mayo 2020- 30 de abril 2021



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k). The purchase and sale, import, lease, sublease and acquisition of personal property, household goods, medicines, medical, hospital and laboratory materials, equipment, accessories, office equipment and other goods necessary for the development of the purpose.

l). The establishment of offices, agencies, representations and branches in the Mexican Republic and abroad.

m). To mortgage, to pledge or to encumber, in any manner permitted by law, movable and immovable property owned by any legal title.

n). To obtain or to grant loans granting or receiving real or personal guarantees deemed appropriate; and accept, issue, draw, endorse or guarantee all kinds of credit titles. The aforementioned, prior agreement of the Asamblea General de Asociados (General Assembly of Associates).

ñ). To participate as an associate of other civil associations that are related in whole or in part with the social purpose and participate in the appointment of the members of the Administrative Governing Body of said associations.

o). The hiring of professional medical staff, chemists, social workers, management, administration and operation of companies including technical, consultative, advisory and administrative, accounting, tax and legal aspects and in general, the hiring technical assistance services, whatever the way it is presented; as well as the execution of agreements or contracts for the implementation of these purposes and those needed for the development of the activities carried out by the Association.

p). To register, to acquire and to grant in use and exploitation by any legal title, as well as to transfer rights, patents, utility models, industrial designs, industrial secrets, trademarks, names and commercial notices, denominations of origin, copyrights, ordinary and special federal concessions, state or municipal, options and preferences, and concessions for all types of activities related to the purpose of the Association, as well as the acquisition of diverse technology, the granting of technical assistance and the conclusion of franchise contracts, technology transfer, technical and technological assistance.

q). The management and performance of any type of procedure that is necessary to carry out before any type of authority within the Mexican Republic, whether Federal, State, Municipal or Municipal Collaboration, as well as abroad, for the performance of any type of act of legal or administrative nature, or, where applicable, of any type of specific negotiation that is related to the social purpose, or, to obtain permits, authorizations and concessions of any kind, and take said procedures before all its instances, offices or dependencies until they are concluded, complying with administrative resolutions that are issued for each specific case, as well as to appeal against them through any existing legal defense.

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r). In general, the formalization of every act, the execution of every contract and agreement and the conducting all operations of a civil nature, or where applicable, exceptionally commercial, or of any other type, related to all or part of the social purpose aforementioned and everything that is useful for the efficiency, development and promotion of the Association.

The Social Purpose shall be of irrevocable nature.

FOURTH. The address of the Association shall be located in the Municipality of Guadalajara in the State of Jalisco; it may have branches anywhere in the Republic or abroad; likewise elected domiciles may be noted in the Contracts executed, without meaning a change in the registered Address.

FIFTH. The life of the Association shall be of 99 ninety-nine years, starting on the date of the signature of the Articles of Incorporation.

SIXTH. The Association is of Mexican nationality, the Associates agree, pursuant to Subsection VII seventh of the Article 2° second and Article 15 fifteen; both in the Foreign Investment Law and Article 30 thirty of the Regulations of the Law to Promote Mexican Investment and to Regulate Foreign Investment, in which: "THE ASSOCIATION SHALL NOT AUTHORIZE, DIRECTLY OR INDIRECTLY, FOREIGN INVESTORS AS ASSOCIATES NOR ASSOCIATIONS WITHOUT AN "ALIEN EXCLUSION CLAUSE", NOR WILL THEY RECOGNIZE AT ALL RIGHTS OF ASSOCIATES TO THE SAME INVESTORS AND ASSOCIATIONS"; if by any reason or event, some of the people aforementioned were to acquire an equity interest, contravening the provisions of this Clause, it is agreed today that the acquisition shall be voided and therefore canceled without giving any value, as well as the titles representing it, taking the share capital reduced at an amount that is the same as the value of the canceled share.

## CHAPTER II NET ASSETS

SEVENTH. The Association does not have a fixed capital. The assets of the Association shall be a part of the amount of fees and contributions made by the associates same that might be cash or in kind. The assets of the Association may also be integrated by:

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- a). Financial contributions in cash or in kind made by public or private institutions;
- b). Donations received from individuals;
- c) The other products, uses and goods that the Association acquires by any title.

EIGHTH. Each Associate will be obliged to sanitation, in the case of eviction of the assets contributed to the Association as corresponds to all disposals, and to compensate for the hidden defects of the aforementioned.

NINTH. For the purposes established in the Seventh Clause above, there shall be 2 two types of contributions: Ordinary Fees and Extraordinary Fees.

Ordinary Fees shall be those that are set aside to cover the ordinary expenses, of running, operation and maintenance of the Association; Extraordinary Fees shall be those that are set aside to pay the extraordinary unforeseen expenses of the Association among others, those that are destined to pay for the expenses of construction, reconstruction, remodeling and maintenance of the association's facilities, as well as the expenses that come for the organization of social, cultural and sporting events, as well as the holding of courses, seminars, conference cycles, contests, raffles and competitions organized or carried out by the entity.

TENTH. The assets of the Association shall be set aside for the social purpose, not being able to grant benefits on the distributable surplus to any individual or its members who are individuals or corporations, unless they are, in the latter case, one of the legal entities authorized to receive donations, or it is the remuneration of services effectively received. This clause shall be of irrevocable nature.

CHAPTER III  
OF THE ASSOCIATES

ELEVENTH. The grantors of this Contract are Associates and the individuals or corporations who in the future are accepted as such by the General Assembly of Associates, provided that they comply with the statutory requirements. The associate capacity is non-transferable.

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TWELFTH. A favorable majority agreement that represents 51% fifty-one percent of the Associates of the Association is required so that any individual or corporation is accepted as an associate of this Association.

THIRTEENTH. Prior to the study carried out by the General Director or, when appropriate, the Board of Directors, the individual or corporation who intend to join and belong to this Association, must meet at least the following requirements:

1. Not to have any limitation to enter into contracts and be bound.
2. And, in the case of a corporation:
  - a. To have complied with the legal provisions of the matter in order for it to recognize its legal personality;
  - b. The legal representative shall be legally authorized and in the exercise of his functions
3. To accept to fully comply with the Bylaws of the Association, as well as to contribute to the financial needs of the aforementioned, in the form and terms in which the General Assembly of Associates indicates it.
4. Others that are determined later by the Association's Administrative Governing Body

Once the statutory requirements are met, the General Director, or when applicable the Board of Directors shall look into the economic, moral and occupational solvency of the applicant, being empowered the Association's Administrative Governing Body to request all the documentation that the case requires. Once the applicant situation has been analyzed and the entire requirements have been met, the Associates shall be summoned to decide on the admission of the applicant in question.

FOURTEENTH. Those appearing in the incorporation of this association and those individuals or corporations that enter the association after this act in the role of Associates.

FIFTEENTH. The Associates rights are:

a). To attend and participate with full voting and speaking privileges in the General Assemblies of Associates when being up-to-date in the payment of the ordinary and extraordinary fees set by the association; however, they shall not vote in those decisions in which they are personally interested directly or indirectly, nor in those decisions that derive from matters that are solely the responsibility of the Administrative Governing Body.

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b). After 2 two years as an associate, they may be nominated and appointed to acquire positions within the Association's Administrative Governing Body, as long as they have attended each of the previous years, at least 50% fifty percent to the assemblies called by the association, and, in the same way, be up to date in the payment of ordinary and extraordinary fees of the association, and where appropriate, have participated in at least 80% and eighty percent of the activities organized.

c). Address in a respectful manner and in writing to the Administrative Governing Body to deal with any matter related or of interest to the association.

d). Make use of the facilities and material resources of the Association, adjusting to the corresponding internal regulations.

e). Receive the information services prepared by the Association.

f). Attend at a preferential rate the training and update events promoted by the Association.

g). Receive the advisory services provided by the Association.

h). Develop initiatives according to the objectives of the Association so that they are included as activities of the entity.

i). Those determined by the General Assembly of Associates.

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SIXTEENTH. The Associates obligations are:

I. Comply with and fully enforce the provisions established in these Bylaws as well as other resolutions issued by the General Assembly of Associates.

II. Advocate the achievement of the purpose and objectives of the Association, seeking its enlargement, watching over its prestige and good name, promoting the coexisting among associates.

III. Accept and efficiently comply with the positions or commissions assigned by the General Assembly of Associates or by the Association's Administrative Governing Body, upon the respective report of their activities carried out at the end of them.

IV. Pay promptly and in advance the ordinary and extraordinary fees determined by the General Assembly of Associates to achieve the social Purpose.

V. Notify the Administrative Governing Body in a timely manner and in writing about any matter related to the Association.

VI. Attend the general assemblies of associates, comply with their resolutions, as well as attend any event organized by the association.

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Alc. 1014, 10 de agosto, 2020



VII. Any other determined by the General Assembly of Associates.

SEVENTEENTH. The capacity of Associate shall be lost:

A). Separation, resignation or voluntary withdrawal; in which case, the associate in question shall notify the Administrative Governing Body, at least 30 thirty business days in advance.

B). Due to total or permanent physical disability, or death of the associate, in which case their capacity as associate is non-transferable.

The beneficiaries or heirs of the associate whose death was aforementioned shall be responsible for the obligations contracted by the latter with the association.

C). By exclusion decreed by the General Assembly of Associates at the proposal of the Administrative Governing Body, upon notification and hearing of the associate whose exclusion is concerned.

EIGHTEENTH. Associates who voluntarily separate or who are excluded from the association shall lose all rights.

NINETEENTH. At the proposal of the Administrative Governing Body, associates may be excluded, through the majority agreement decreed by the General Assembly of Associates for the following reasons:

I. For failing to comply with the provisions in these Bylaws.

II. For breach of the legal decisions that govern the Articles of Incorporation and those determined by the General Assembly of Associates.

III. By commission of Painful or Fraudulent Acts against the Association or any of the associates.

IV. For performing acts contrary to the purposes of the Association.

V. For engaging in a conduct that is detrimental to the prestige of the associate or that damages or injures the interests of the Association or the associates.

VI. For the misuse of the Association Name and Social Assets, or where appropriate, for the use or destination of own affairs.

VII. Due to lack of ethics or professional practice, executing acts that imply unfair competition for any of the associates, or engaging in a conduct, or carrying out acts, or incurring in omissions that are detrimental to the prestige of the associate, of any other of the associates, or of the same Association.

VIII. Due to non-attendance of more than 50% fifty percent of the Assemblies called by the association or, when appropriate, absence of more than 50% fifty percent of the events organized by it, both within the calendar year prior to the one in which the exclusion agreement is verified.

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IX. For refusal of payment of the ordinary or extraordinary fees set by the association on time and in advance and where appropriate for refusing to make new contributions to cover the cost of pressing needs or to broaden the activities of the Association.

X. When there is lacking or no participation of the associate in the activities that the association develops and organizes, obstructing them.

XI. For incurring in an illicit patrimonial criminal offense that results in corporal punishment for a period greater than 6 months, in which case a Final and Binding Judgment must be issued and the associate will be suspended while the procedure lasts, being subject to all the obligations established in these Bylaws.

XII. For any other serious cause determined by the General Assembly of Associates.

TWENTIETH. No Associate may be excluded from the Association except by majority agreement that represents 51% fifty-one percent of the Associates of the Association, gathered in a General Assembly, having previously accredited any of the grounds for exclusion that are listed in the aforementioned clause.

TWENTY-FIRST. Having previously accredited any of the exclusion grounds listed in Clause Nineteenth, the General Assembly of Associates will meet to discuss and agree on the exclusion of the associate in question. Once the exclusion has been declared, the assembly through the Administrative Governing Body, or when appropriate, by means of a delegate appointed therein, must notify the associate whose exclusion is concerned in writing, within 10 business days following the date on which the respective agreement was decreed, founding and motivating the causes of said exclusion, empowering the associate whose exclusion is concerned, so that he can be heard by the General Assembly of Associates, upon request in writing that is present to the Administrative Governing Body within 10 ten business days after receiving the notification of its exclusion, in this case then the Administrative Governing Body shall convene the General Assembly of Associates, inserting in the corresponding agenda the respective point to be discussed so that the assembly hears the associate, modify or ratify the respective exclusion agreement.

In the event that the associate does not submit his request in writing within the agreed term or does not appear on the day and time indicated for the holding of the meeting in which he is granted the right to a hearing, the exclusion agreement will be final and the outcome unappealable.

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CHAPTER IV  
ON THE GENERAL ASSEMBLY

TWENTY-SECOND. The supreme power of the Association resides in the General Assembly of the Associates, which may agree, ratify or revoke all its acts and decisions, its resolutions will be fulfilled by the person that is appointed, or in the absence of designation, by the General Director or any of the members of the Board of Directors.

TWENTY-THIRD. The Association shall hold a General Assembly at least once a year or when summoned by the Administrative Governing Body.

TWENTY-FOURTH. The General Assembly will deal with and resolve, in addition to the matters included in the agenda and that do not belong to the discussion and determination of the Administrative Governing Body, the following:

a). The Administrative Governing Body must contain:

1. The social activities of the previous year, the policies adopted and the existing projects;
2. The financial statements as of the closing date of the year, showing in detail the destination of the fees and contributions made by the associates or third parties to the association, as well as their application and obtained results;
3. The statement showing the changes in the items that make up the equity, which occurred during the year; and
4. The notes necessary to complement the information provided.

b). Regarding the amount that for ordinary or extraordinary fees the associates must cover within the fiscal year, as well as other supplementary contributions for the development and fulfillment of the social purpose.

c). Agree on the admission and exclusion of associates.

d). On the amendment or any modification of the Articles of Incorporation.

e). Agree on the change of Association Name or nationality.

f). Regarding the appointment, confirmation or revocation of the General Director or the members of the Board of Directors.

g). Agree on the extension of the social term period, its merger with other entities or, if applicable, the division thereof.

h). On the acquisition or disposal of the Association's movable and immovable property and on the approval of the exercise of the powers of the Director or Directors in those matters expressly described in these Bylaws and those that compromise the assets of the association.

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- i). Agree on the early dissolution and liquidation of the Association.
- j). On the appointment or revocation of liquidator or liquidators.
- k). Agree on the appointment, ratification or revocation of any appointment or commission.
- l). Other matters entrusted by the bylaws.

TWENTY-FIFTH. The General Director, or when applicable, the Chairman or the Secretary of the Board of Directors shall previously call the holding of the Assemblies.

The Administrative Governing Body must call an assembly when at least 5% five percent of the associates are required to do so, or if he does not do so, the civil judge shall do it instead at the request of said associates.

The summons of the Assemblies with the Agenda shall be sent by telegraph or fax to the homes of the Associates, and must also be visibly posted at the address of the Association and published in a newspaper with greater circulation at the address of the association, with at least 15 fifteen business days in advanced to the date indicated for the Assembly, unless all the Associates with the right to vote are gathered, in which case it will not be required to comply with the aforementioned formalities.

TWENTY-SIXTH. The Assemblies will be legally constituted with the attendance of at least 60% sixty percent of the Associates, on the first call.

The second call is constituted with the Associates who are present. In both cases, the agreements shall be taken by a simple majority of votes of the associates who are up to date in the payment of their ordinary and extraordinary fees and shall be legally valid even for absentees and dissidents, without prejudice to the provisions of article 182 one hundred eighty-two of the Civil Code for this State.

Voting in the assemblies shall be nominal, and one vote must be counted for each associate.

With the exception of what is established in the Twelfth and Twentieth Clauses, as well as in the events provided for in the subsections c), d), e), g), and h) in the Twenty-Fourth Clause of these Bylaws. In order for the General Assembly of Associates is legally constituted, at least 75% seventy-five percent of the Associates must be gathered in the first call and its resolutions shall be valid with the favorable agreement of 51% fifty-one percent of the associates.

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In second subsequent call, the assembly shall be legally constituted with 60% sixty percent of the Associates and its resolutions shall be valid with the favorable agreement of 51% fifty-one percent of the associates.

TWENTY-SEVENTH. The Associates must personally attend the General Assembly of Associates, or they may be duly represented by a representative invested with sufficient powers of representation, being sufficient a simple power of attorney, in which the powers to appear for that purpose are conferred in detail. In the case of corporations, the representation shall be proved with the respective public document. Each associate will have the right to one vote; the representative may only represent one associate. Neither the members of the Administrative Governing Body nor those of the Surveillance Committee may represent the associates.

TWENTY-EIGHTH. The Assemblies will be chaired by the General Director or, where appropriate, by the Chairman, or, where appropriate, the Secretary of the Board of Directors, who, in the corresponding case, before declaring an Assembly validly established, must prove that the call was made and make sure the Statutory Legal Quorum meets.

TWENTY-NINTH. If all the Associates, with the right to vote, are gathered together, the existence of a call shall not be necessary; but prior to the discussion of the issues the Agenda must be approved. Resolutions made outside of the assembly unanimously by the associates with the right to vote, shall have, for all legal purposes, the same validity as if they had been adopted when the associates had been gathered in a general assembly, as long as the agreements are confirmed in writing.

THIRTIETH. Once a meeting is concluded, the Secretary will draw up a record stating the corresponding agreements. The records of the General Assemblies of Associates will be recorded in the respective Book and must be signed by the Chairman and Secretary of the assembly, as well as the associates attending. The attendance list and the documents justifying that the call was made under the terms of these Bylaws, or otherwise, under the terms of the Law on the matter shall be added to the record.

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Folio 1542, vigencia:  
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The records in which the agreements decreed by the General Assembly of Associates that require a special quorum or in which positions are appointed within the Administrative Governing Body and the Surveillance Committee, as well as the appointment of managers or representatives and in any of the cases general powers are conferred pursuant with the civil legislation, they must be notarized before a Public *Notario* and registered in the Public Registry of Property of this Judicial Party.

#### CHAPTER V ADMINISTRATION

THIRTY-FIRST. The Management and Administration of the Association will be in charge of a General Director or a Board of Directors, who may or may not be associates.

THIRTY-SECOND. The Board of Directors shall be made up of the number of members appointed by the General Assembly of Associates, never less than 3 three members, and if it is larger, the number of them must always be odd.

The Board of Directors must meet at least once every 3 three months to deal with matters of an administrative nature that concern them.

THIRTY-THIRD. The duration of any position within the Administration of the Association shall be 2 two years, without prejudice to the right of the General Assembly of Associates to revoke them from their positions at any time as well as their functions, faculties and powers conferred, when deemed necessary. The Director General, or if applicable, the members of the Board may be re-elected.

THIRTY-FOURTH. For the Board of Directors to function legally at least half of its members must attend and its resolutions shall be valid when they are taken by the majority of those present. In the event of a tie, the chairman of the board shall decide with a swing vote.

THIRTY-FIFTH. If the resolutions were made outside the board meeting by the unanimity of its members, for all legal purposes these shall have the same validity as if they had been made in meeting, as long as they are confirmed in writing.

THIRTY-SIXTH. The General Director or the Board of Directors, as the case may be, shall have the legal representation of the Association and shall have to carry out all the necessary acts for the fulfillment and development of the social purpose, for that purpose they shall be invested, as the case may be, with the social signature and therefore the broader powers and faculties listed below:

a) Represent the Association with **General Power of Attorney**, with every general and special power that require a special clause in accordance with the law, without limitation, in the terms of the articles 2207

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del 1 de mayo 2020-30 de abril 2021

two thousand two hundred seven, first paragraph and 2236 two thousand two hundred thirty-six of the Civil Code in force for the State of Jalisco and its correlates with articles 2554 two thousand five hundred fifty-four, first paragraph and 2587 two thousand five hundred eighty-seven of the Civil Code for the Federal District, relevant in federal matter throughout the Mexican Republic, including but not limited to, so that all kinds of rights and actions can be exercised before any authority of the federation, the States, the Federal District and the Municipalities, whether in litigious, voluntary or mixed jurisdiction. Initiate and pursue all kinds of lawsuits and drop claims or become non-suite, defend an action, set up a defense, counterclaim, extend jurisdiction; challenge for or without cause Senior Judges, Judges and Court Clerks; to bring forth or plead excess or defect or jurisdiction; waive the jurisdiction of the Principal's address and bind to another full-purpose jurisdiction; offer and adduce all type of evidence; make objection and strike off the opponent's evidence; verify signatures and documents and to make objections; challenge them of false; propound interrogatories and testify in court; bring incidents; admit judgements; file ordinary and extraordinary resources and waive them; bring forth an *Amparo*<sup>2</sup> action; go to judicial sales; make proposals, bids and improvements; request distribution of property; settle; commit arbitrators and arbiters; settle conventional procedures as provided for by Law; receive payments.

Lay an information, allegations or complaints criminal in nature; be able to constitute the principal in part offended in such processes, and at the appropriate procedural moment assist the District Attorney, providing all the information leading to check the criminal elements thereto, the accused responsibility as well as by his request the evidence objection, the bringing of an appeal with the proposition of the corresponding grievances and at applicability and amount of compensation for damage so that such public servant analyses them and, if applicable, remit to the Court in furtherance of criminal action; as well as grant forgiveness when, in his opinion, the case warrants it; and in general, exhaust formalities in every matter compatible with the nature of this commission.

b). Manage the business and assets of the Association with the **General Power of Attorney for Assets**, pursuant to the terms of the third paragraph of the article 2207 two thousand two hundred seven of the Civil Code in force for the State of Jalisco, as well as 2554 two thousand five hundred fifty-four, second paragraph of the Civil Code in force for the Federal District applicable in federal matter throughout the Mexican Republic, increasing and maintaining the Association business; make and obtain payment, issue receipts.

<sup>2</sup> T.N. Constitutional action alleging the violation of rights committed by the government or by a court of law; constitutional proceedings with no exact equivalent under U.S. law.

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 Inglés B2  
 Alemán B1  
 Autorizada por el CAJ  
 de la UCA  
 61 de mayo 2023-30 de sep.

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## Notarial Office N. 7

J. Jesús Gutiérrez Marín  
Incumbent *Notario*

Mario E. Camarena Obeso  
Associate *Notario*

Guadalajara, Jal.

[Seal: Mario E. Camarena Obeso –  
Associate *Notario* to the Incumbent N.  
7. United Mexican States.  
Guadalajara, Jal.]

Purchase assets, as well as acquire participations in equity positions in the equities of other Associations; lease out and take by lease, loan for use; execute open account agreements with Credit Institutions; constitute finances in favor of the Association and release them once the main obligation has expired. Accept the constitution of pledges or mortgages in favor of the Association and at the time, execute the respective release; inquire rights of trustee; execute factoring contracts and financial leasing with Auxiliary Credit Organizations; and in general, execute all types of agreements or contracts in the form, terms and modalities that are deemed convenient, as long as it is an administrative measure and as such, sign and execute public and private documents that are necessary for that purpose.

c) The General Director or the Board of Directors shall represent the Association with General Power to execute Acts of Domain, in compliance with paragraph four of article 2207 of the Civil Code in force for the State of Jalisco, as well as 2554 two thousand five hundred fifty-four, second paragraph of the Civil Code in force for the Federal District applicable in federal matter throughout the Mexican Republic and therefore with the capacity to alienate, sell, donate, assign, tax, oblige or transfer in any legal fashion all types of assets or rights of the Association; whose faculties include to enter into agreements of mutual benefit and collateral and mortgage securities, clean credit facilities or checking accounts, and industrial mortgages, financing, capital investment with Banking Institutions or natural persons or legal entities, or other institutions as applicable by Law, as the case may be; and place all chattel and real estate in mortgage and execute all public or private documents, as the case may be.

d) The General Director or the Board of Directors, as the case may be, are hereby authorized to issue, accept, execute, release, guarantee, and endorse all types of credit securities, pursuant to the provisions of Article 9° ninth, 10° tenth and 85° eighty fifth of the Credit Securities and Operations General Act.

e) In equal fashion to open and close bank accounts under the name of the Association, with the authorization to design and further authorize other persons to issue items payable by such.

f) The agents, acting in full capacity as legal representatives of the Association, shall have all Administrative powers in the labor area, in order for them to assist in representation of the Principal pursuant to the provisions of Articles 11 eleven, 692 six hundred and ninety-two, section II and III, and 695 six hundred and ninety-five, of

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the Federal Labor Act, to enter into all types of covenants of settlement nature and bound the company to its compliance before the Federal or Local Conciliation and Arbitration Committee in the State or outside of it, as well as the Conciliation, Lawsuit and Waivers, Settlement and Authorization Hearings for evidences entered into before the Federal or Local Conciliation and Arbitration Committee in the State of Jalisco or in any other Mexican entity, duly authorized to conciliate, compromise and enter into agreements with the plaintiff employees, as well as pursue all types of labor activities, reply to lawsuits, contrapose waivers, produce evidences, cancel positions as legal representatives, regardless of a capacity as a Principal's Proxy, plead, fulfill rulings, as well as the execute the trial in all of its lower courts, with no restriction in accordance to Articles 873 eight hundred and seventy-three and 891 eight hundred and ninety-one and one of the Federal Labor Act, including bring forth an *Amparo* action, and overall, represent the Association in all types of labor trials up until its culmination, as well as before any Labor Authority appointed by article 523 five hundred and twenty three of the legal ordinance previously mentioned, in observance of all legal and administrative procedures for all official offices and agencies up until its culmination, as well as before the Unions with which labor collective covenants exist, and for all dispute purposes.

g) Enter into covenants with the Federal Government, pursuant to section I first and IV fourth of Constitutional Article 27 twenty seventh, and section V fifth of Article 28 twenty eighth of the Federal Public Administration Act.

h) Assign general or special powers with or without replacement capacities and revoke them.

i) Appoint and relieve Directors, Deputy Directors, Agents and Employees of the Association, duly determining their contributions, labor conditions and rewards.

j) Enter into individual and Collective Labor covenants and be a part of the constitution of Internal Labor Regulations.

k) Assign one or several substitute counselors, or a third party, as the case may be, with the execution of one or several activities regarding specific and particular situations, by duly explaining their contributions for them to execute them correspondingly.

l) Summon the General Assembly of Associates, execute its agreements and overall bring forth all activities and operations that were necessary or convenient

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for the Association purposes, with the exception of those explicitly separated by law or by the Assembly Bylaws.

m) Represent the Association in each and every one of the matters in which the Association is related or involved with the Mexican Institute of Social Security and the National Fund for Workers' Housing, having the capacity to execute all types of documents, covenants, severances, payments, issuance of receipts and overall, carry forward all types of legal management or processing related to any type regarding the aforementioned Institutions and the Association; in equal fashion, promote and file all type of administrative appeals, promote the Proceeding for Annulment before the Federal Tax Tribunal and the Court For Administrative Law Disputes of the State, including filing the *Amparo* actions against the administrative rulings of particular cases.

n) In equal fashion to represent the Association, in each and every one of the matters in which the Association is related or involved with the Federal Consumers Agency, appearing at any of its offices in Federal District and other Mexican States, with the capacity to file complaints, reply to those filed against the proxy, appeal to any type of procedure, submit it or not to an arbitration proceeding, accept or reject rulings, and file all proceeding appeals.

o) Manage and execute all type of necessary procedure in Mexico or abroad, before all types of governmental authorities, in order to receive all type of authorizations, permits or licenses in the benefit of the Association, as well as submit all types of requests and bring forth all procedures before all lower courts up until its completion, executing all agreements and administrative resolutions that were ruled, as well as impugn them through any administrative appeal or existing legal method; as well as the negotiation of activities and covenants with the Federal or State Governments, the Department of the Federal District or Municipalities, as well as with Decentralized organizations, companies with public equity; and enter into and execute all agreements and covenants necessary for an optimized compliance with the social ordinances. Issue and collect payments, and receive checks.

p) And overall conduct all activities that by fact and by law are the Association's liability to conduct, pursuant to the authority conferred, for such are by way of illustration rather than limitation.

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THIRTY-SEVENTH. In no event shall the administrative governing body, without explicit authorization from the General Assembly of Associates, pursuant to section three of the TWENTY SIXTH CLAUSE, alienate, pledge, mortgage, or tax under any other property law the Associate's chattel and real estate, or otherwise endanger the Association's assets.

THIRTY-EIGHTH. The General Director or the Board of Directors, as the case may be, shall submit a report on the Association's activities every two months, as well as at the request of the General Assembly of Associates.

THIRTY-NINTH. In the absence of the General Director or of one or several members of the Board of Directors, such person shall be substituted by the appointee of the Board of Directors, with the exception of the President of the Board of Directors, who shall be substituted by his/her Secretary, in the event such position is unoccupied by any reason.

When for any reason there is not an appointed director, or otherwise such has left the association's facilities, whoever is involved in the designation thereof, may request the judge with the proper jurisdiction to summon the assembly to conduct the corresponding appointment; in the event of an extraordinary emergency, the judge shall do so and its ruling shall linger until the associates bring forth the exact same motion.

FORTIETH. The General Director or the members of the Board of Directors, as the case may be, may be relieved from their positions at any time. The representative of the General Assembly of Associates shall strictly notify the dismissal of the committee for the following reasons:

- a) Mismanagement of their positions;
  - b) Failure to comply with the social ordinances, the Association's internal regulations and the resolutions by the General Assembly of Associates;
  - d)[sic] Use the association's assets for their individual enjoyment and at the expense of the association, regardless of the corresponding civil or criminal penalty that could be enforced.
  - e) Due to any felony that justifies their dismissal, determined as such by the General Assembly of Associates.
- FORTIETH FIRST. The General Director or the members of the Board of Directors, as the case may be, shall be entitled to remuneration, determined and ruled by the General Assembly of Associates, pursuant to their performance.

## CHAPTER VI

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Incumbent *Notario*

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## Surveillance Committee

FORTIETH SECOND. The General Assembly of Associates may create a Committee to supervise all of the Association's administrative activities, which may be formed by a maximum of 3 three Associates and shall have the following responsibilities and capacities:

- I. Examine all of the Administrative Governing Body's reports before their approval by the General Assembly of Associates, by issuing its observations and remarks.
- II. Assist the General Assembly of Associates and inform against any anomaly, errors and omissions by the Administrative Governing Body or by any associate detrimental to the association.
- III. Supervise the compliance with the rulings by the General Assembly of Associates.
- IV. All other responsibilities and capacities bestowed upon by the General Assembly of Associates.

FORTY THIRD. The members of the Supervisory Committee shall enforce such positions for a period of 1 one year, but shall remain in performance of their duties until the substitutes enter their positions.

FORTY FOURTH. The members of the Supervisory Committee shall receive no monetary reward for fulfilling such position.

## CHAPTER VII

## ACCOUNTING PERIODS, ASSESSMENT AND RESULTS

FORTY FIFTH. The Accounting Periods shall match the calendar year, with the exception of the first period that is an irregular one, as it begins on the Execution Date of the Association.

In the event the Association enters into asset liquidation or is merged, its accounting period shall be prematurely terminated on the date it enters into liquidation or is merged, and the entire time the association is into liquidation shall be deemed an accounting period, that shall match with the corresponding provisions of Article 11 eleven of the Federal Tax Code.

FORTY SIXTH. The assessment and balance of results of the Association shall be executed at the end of each Period, and shall conclude within the month following the closing date of each Accounting Period, which shall be filed with the rest of the documents that are property of the Association at the disposal of the Associates, in order for the General Assembly to approve them within four months from the closing date of the accounting period.

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CHAPTER VIII  
DISSOLUTION AND LIQUIDATION

FORTY SEVENTH. The Association shall be dissolved for any of the following reasons:

- I. The unanimous consent of the Associates.
- II. The termination of the term set for its duration or for having fully achieved the object of its constitution.
- III. For being incapable of carrying out the social purpose for which it was founded.
- IV. By resolution issued by the competent authority.

FORTY-EIGHTH. Dissolved the Association, it shall immediately go into liquidation; the General Assembly of Associates shall appoint a liquidator establishing his powers and obligations. Likewise, the powers of the Administrators shall cease without the need for their revocation.

FORTY-NINTH. In the event of liquidation of the Association, its entire assets shall be allocated to entities that receive donations in the terms of subsections a) and b) of Section I first of Article 24 twenty-four of the Income Tax Law. This clause shall be of irrevocable nature

Established in a General Assembly legally in session, the Associates unanimously agree:

TRANSITION PROVISIONS

**FIRST.** According to the stipulations in the Clause Tenth, Seventieth Section IV and Twenty-fourth subsections b) of these Bylaws, the Associates agree that in the next General Assembly of Associates the amount to pay to the Association for ordinary fees and supplementary contributions shall be stipulated as well as the terms and conditions of the aforementioned payments, and if applicable, the admission of new associates.

**SECOND.** The General Assembly of Associates agree that it shall be managed by a GENERAL DIRECTOR, being appointed for such purposes Mrs. MARIA EUGENIA CASILLAS BRAVO DE PEREZ, who shall have the corporate signature and therefore shall be invested with full powers and authority granted in the Clause Thirty-sixth of these Bylaws, the aforementioned powers which are held to be incorporated herein by reference for all legal purposes.

Notwithstanding the foregoing, in no case the General Director without express authorization of the General Assembly of Associates, in the terms of the third paragraph

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Of the Clause Twenty-seventh of these Bylaws shall pledge, mortgage or tax with any other property law the movable and immovable goods of the Association, or if applicable, jeopardize or affect the assets of the Association.

THIRD. Mrs. **ELENA CRISTINA GOMEZ GUTIERREZ** is appointed as **LEGAL REPRESENTATIVE** of “**GALILEA 2000**”, **ASOCIACIÓN CIVIL**, who has been invested with the following powers and authorities:

a). Represent the Association with **General Power of Attorney**, with every general and special power that require a special clause in accordance with the law, without limitation, in the terms of the articles 2207 two thousand two hundred seven, first paragraph and 2236 two thousand two hundred thirty-six of the Civil Code in force for the State of Jalisco and its correlates with articles 2554 two thousand five hundred fifty-four, first paragraph and 2587 two thousand five hundred eighty-seven of the Civil Code for the Federal District, relevant in federal matter throughout the Mexican Republic, including but not limited to, so that all kinds of rights and actions can be exercised before any authority of the federation, the States, the Federal District and the Municipalities, whether in litigious, voluntary or mixed jurisdiction. Initiate and pursue all kinds of lawsuits and drop claims or become non-suite, defend an action, set up a defense, counterclaim, extend jurisdiction; challenge for or without cause Senior Judges, Judges and Court Clerks; to bring forth or plead excess or defect or jurisdiction; waive the jurisdiction of the Principal's address and bind to another full-purpose jurisdiction; offer and adduce all type of evidence; make objection and strike off the opponent's evidence; verify signatures and documents and to make objections; challenge them of false; propound interrogatories and testify in court; bring incidents; admit judgements; file ordinary and extraordinary resources and waive them; bring forth an *Amparo* action; go to judicial sales; make proposals, bids and improvements; request distribution of property; settle; commit arbitrators and arbiters; settle conventional procedures as provided for by Law and receive payments.

Lay an information, allegations or complaints criminal in nature; be able to constitute the principal in part offended in such processes, and at the appropriate procedural moment assist the District Attorney, providing all the information leading to check the criminal elements thereto, the accused responsibility as well as by his request the evidence objection, the bringing of an appeal with the proposition of the corresponding grievances and at applicability and amount of compensation for damage so that such public servant analyses them and, if applicable, remit to the Court in furtherance of criminal action; as well as grant forgiveness when, in his opinion, the case warrants it; and in general, exhaust formalities in every matter compatible with the nature of this commission.

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b). The legal representative is appointed with the **General Power of Attorney for Assets**, pursuant to the terms of the third paragraph of the article 2207 two thousand two hundred seven of the Civil Code in force for the State of Jalisco, as well as 2554 two thousand five hundred fifty-four, second paragraph of the Civil Code in force for the Federal District applicable in federal matter throughout the Mexican Republic, increasing and maintaining the Association business; make and obtain payment, issue receipts, purchase assets, as well as acquire participations in equity positions in the equities of other Associations; lease out and take by lease, loan for use; execute open account agreements with Credit Institutions; constitute finances in favor of the Association and release them once the main obligation has expired. Accept the constitution of pledges or mortgages in favor of the Association and at the time, execute the respective release; inquire rights of trustee; execute factoring contracts and financial leasing with Auxiliary Credit Organizations; and in general, execute all types of agreements or contracts in the form, terms and modalities that are deemed convenient, as long as it is an administrative measure and as such, sign and execute public and private documents that are necessary for that purpose.

c). The proxy, acting in full capacity as legal representatives of the Association, shall have all **Administrative powers in the labor area**, in order for him to assist in representation of the Principal pursuant to the provisions of Articles 11 eleven, 692 six hundred and ninety-two, section II and III, and 695 six hundred and ninety-five, of the Federal Labor Act, to enter into all types of covenants of settlement nature and bound the company to its compliance before the Federal or Local Conciliation and Arbitration Committee in the State or outside of it, as well as the Conciliation, Lawsuit and Waivers, Settlement and Authorization Hearings for evidences entered into before the Federal or Local Conciliation and Arbitration Committee in the State of Jalisco or in any other Mexican entity, duly authorized to conciliate, compromise and enter into agreements with the plaintiff employees, as well as pursue all types of labor activities, reply to lawsuits, contrapose waivers, produce evidences, cancel positions as legal representatives, regardless of a capacity as a Principal's Proxy, plead, fulfill rulings, as well as the execute the trial in all of its lower courts, with no restriction in accordance to Articles 873 eight hundred and seventy-three and 891 eight hundred and ninety-one and one of the Federal Labor Act, including bring forth an *Amparo* action, and overall, represent the Association in all types of labor trials up

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 J. Jesús Gutiérrez Marín      Mario E. Camarena Obeso  
 Incumbent *Notario*      Associate *Notario*  
 Guadalajara, Jal.

[Seal: Mario E. Camarena Obeso –  
 Associate *Notario* to the Incumbent N.  
 7. United Mexican States.  
 Guadalajara, Jal.]

until its culmination, as well as before any Labor Authority appointed by article 523 five hundred and twenty three of the legal ordinance previously mentioned, in observance of all legal and administrative procedures for all official offices and agencies up until its culmination, as well as before the Unions with which labor collective covenants exist, and for all dispute purposes.

d). Assign general or special power of attorney with or without substitution authority and revoke them.

e). Appoint and remove Managers, Assistant Managers, Agents and Employees of the Association, stipulating their duties, working condition and payment.

f). Execute Collective Labor Contracts and Individual Contracts of Employment as well as take part during the formation of Internal Work Regulations.

g). Represent the Association in each and every one of the matters in which the Association is related or involved with the Mexican Institute of Social Security and the National Fund for Workers' Housing, having the capacity to execute all types of documents, covenants, settlements, payments, issuance of receipts and overall, carry forward all types of legal management or processing related to any type regarding the aforementioned Institutions and the Association; in equal fashion, promote and file all type of administrative appeals, promote the Proceeding for Annulment before the Federal Tax Tribunal and the Court For Administrative Law Disputes of the State, including filing the *Amparo* Action against the administrative rulings of particular cases.

h). In equal fashion to represent the Association, in each and every one of the matters in which the Association is related or involved with the Federal Consumers Agency, appearing at any of its offices in Federal District and other Mexican States, with the capacity to file complaints, reply to those filed against the proxy, appeal to any type of procedure, submit it or not to an arbitration proceeding, accept or reject rulings, and file all proceeding appeals.

i). Manage and execute all type of necessary procedure in Mexico or abroad, before all types of governmental authorities, in order to receive all type of authorizations, permits or licenses in the benefit of the Association, as well as submit all types of requests and bring forth all procedures before all lower courts up until its completion, executing all agreements and administrative resolutions that were ruled, as well as impugn them through any administrative appeal or existing legal method;

[VERIFIED. ILLEGIBLE SIGNATURE]

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 Francés- Español y viceversa  
 Inglés- Francés y viceversa  
 Autorizada por el Consejo de la Judicatura del Estado  
 de Jalisco



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as well as the negotiation of activities and covenants with the Federal or State Governments, the Department of the Federal District or Municipalities, as well as with Decentralized organizations, companies with public equity; and enter into and execute all agreements and covenants necessary for an optimized compliance with the social ordinances. Issue and collect payments, and receive checks.

j). And overall conduct all activities that by fact and by law are the Association's liability to conduct, pursuant to the authority conferred, for such are by way of illustration rather than limitation.

The "LEGAL REPRESENTATIVE" is obliged to the "GRANTOR OF POWER" to be accountable, in writing, of exercising the duties. Exercising the duties by the "LEGAL REPRESENTATIVE" implies acceptance and submission to the instructions received.

Pursuant to the provisions of the article 2214 two thousand two hundred and fourteen of the Civil Code in force for the State of Jalisco, this power is granted with a duration that will not exceed (five) 5 years from the date of signing of this Bylaws, unless before the end of this term, the "GRANTOR OF POWER" revokes it. Likewise, when during the validity of the power of attorney, a business has been started and its duration exceeds the term of its validity, the powers that are consigned in this instrument shall be understood to be extended, until the conclusion of the aforementioned business in the exercise of this power, being understood the power to try the *Amparo* Action.

**FOURTH.** Any of the associates is authorized to manage the necessary procedures in order to register this Articles of Incorporation in the Fifth Section of the Public Property Registry, as well as the procedures that are required, before the corresponding fiscal authorities and official, federal and State agencies.

#### PERMIT OF THE SECRETARIAT OF FOREIGN AFFAIRS

The corresponding permit was processed and obtained by the Secretariat of Foreign Affairs which is added to my Book of Official Documents corresponding to the Volume Twelfth of my Record under the number 640 six hundred forty. And verbatim reads:

"At the margin: A seal with the Coat of Arms that reads: UNITED MEXICAN STATES. SECRETARIAT OF FOREIGN AFFAIRS. MEXICO. PERMIT 14000264. FILE 9814000262. FOLIO NUMBER 373. In response to the request submitted by MARIA EUGENIA CASILLAS DE PEREZ, this Secretariat grants the permit to incorporate an AC (Non-Profit Association) under the name **GALILEA 2000, A.C.** This permit is conditioned to the inclusion of the alien exclusion clause in the Bylaws referred to in the Article 30

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Autorizada por el Consejo de la Judicatura del Estado  
de Jalisco  
Folio 1542, vigencia:  
01 de mayo 2020-30 de abril 2021



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Associate *Notario*

Guadalajara, Jal.

or the agreement in the Article 31, both in the Regulations of the Law to Promote Mexican Investment and to Regulate Foreign Investment. The Public *Notario* or Commercial Agent in the presence of the record of this permit shall give notice to the Secretariat of Foreign Affairs within the 90 business days starting on the date of the authorization of the notation on the use of the permit, or when appropriate, the agreement to the waiver referred to in the preceding paragraph. The aforementioned is notified based on articles 15, Section I of the Political Constitution of the United Mexican States, 15 of the Foreign Investment Law and the terms of the Article 28 Section V of the Organic Law on Federal Public Administration. This permit shall cease to be effective if it is not used within 90 business days following the date of its issuance and is granted without prejudice to the provisions of article 91 of the Law for the Promotion and Protection of Intellectual Property. GUADALAJARA, JAL. On January 14<sup>th</sup>, 1998. EFFECTIVE SUFFRAGE NO RE-ELECTION. THE REGIONAL DIRECTOR. CARLOS GARCIA DE ALBA Z. Illegible signature. A seal with the Coat of Arms reading: UNITED MEXICAN STATES. SECRETARIAT OF FOREIGN AFFAIRS. GUADALAJARA REGIONAL OFFICE. P.A-1-83412."

"MEXICAN TAX AUTHORITY. PAYMENT DECLARATION FOR FEES FOR CERTIFICATIONS, REPOSITIONS, ETC. I. AUTHORIZED OFFICE. II. TAXPAYER IDENTIFICATION DATA. GALILEA 2000, A.C. III. OFFICE. SECRETARIAT OF FOREIGN AFFAIRS. IV. ITEM DESCRIPTION. CONSULAR SERVICES. ORDINARY PASSPORT, SCHOLARSHIP / WORKER PASSPORT, OFFICIAL PASSPORT. RENEWAL OF OFFICIAL PASSPORT. IDENTITY AND TRAVEL DOCUMENT. LEGALIZATIONS. VISAS. OTHER. LEGAL SERVICES. Incorporation \$300.00. PERMIT PURSUANT TO SECTIONS I AND IV OF ARTICLE 27 OF THE CONSTITUTION. CERTIFICATE OF CITIZENSHIP. PRIVILEGED ORDINARY. OTHER. AMOUNT TO PAY \$330.00..."

## LEGAL FRAMEWORK OF THE COMMISSION

ARTICLE 2207 TWO THOUSAND TWO HUNDRED SEVEN OF THE CIVIL CODE IN FORCE FOR THE STATE OF JALISCO, VERBATIM READS: "In the general judicial powers, it shall suffice to say that they are granted with that character, so that the legal representative can represent the grantor of power in any business of voluntary, mixed and contentious jurisdiction, from its beginning to its end, provided that they are not acts that according to the laws require special power,

[VERIFIED. ILLEGIBLE SIGNATURE]

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Inglés- Francés y viceversa  
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de Jalisco

Folio 1542, vigencia:

del 1 de mayo 2020 al 31 de mayo 2021

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in this case, the powers conferred by its specialty character shall be detailed in detail. These powers may only be granted to people who have a title of attorney, lawyer or who do not have that character must necessarily be advised by legal professionals who must subscribe and act jointly with the Legal Representative in all legal proceedings. In the general powers to administer assets, it shall be enough to state that they are given with that character, so that the Legal Representative has all kinds of administrative powers. In the general powers to exercise acts of ownership, it shall be sufficient to state that they are conferred with that character, so that the legal representative has all the powers of owner, in relation to the assets as well as in their defense."

THE ARTICLE 2554 TWO THOUSAND FIVE HUNDRED AND FIFTY FOUR OF THE CIVIL CODE FOR THE FEDERAL DISTRICT, VERBATIM READS: "In all powers for lawsuits and collections, it shall be enough to state that it is granted with all the general and special powers that require a special clause, according to the Law so that they are understood to be conferred without any limitation. In the general powers to administer assets, it shall be enough to state that they are given with that character, so that the Legal Representative has all kinds of administrative powers. In the general powers to exercise acts of ownership, it shall be sufficient to state that they are conferred with that character, so that the legal representative has all the powers of owner, in relation to the assets as well as in their defense. When it is required to limit, in the three aforementioned cases, the powers of the legal representatives, the limitations shall be executed or the powers shall be special. *Notarios* shall include this article in the Certified Copy of the powers granted."

#### NOTARIAL ATTESTATION

THE UNDERSIGNED *NOTARIO* HEREBY CERTIFIES THAT:

A). The inserts contained in this bylaws faithfully agree, in its relevant section, with their originals that I had in view and which were compared, which are referred to.

B). He knows the appearing parties and considers them with legal capacity to enter into contracts and obligations by the terms of the Law.

C). With respect to their legal status, the parties hereto stated:

I. MARIA EUGENIA CASILLAS BRAVO DE PEREZ, Mexican, of legal age, primary school teacher, married, born in the Municipality of Guadalajara, in the State of Jalisco, where she was born on March 4<sup>th</sup>, 1954 nineteen fifty-four, with address at the property with number 2525 twenty-five twenty-five on the Street Hercules, Fraccionamiento Jardines del Bosque, Municipality of Guadalajara, in the State of Jalisco.

**Michelle Guzik Sáinz**

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Francés- Español y viceversa  
Inglés- Francés y viceversa  
Autorizada por el Consejo de la Judicatura del Estado  
de Jalisco  
C. P. 1842, Vigencia:  
01 de febrero 2020-31 de abril 2021

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Mario E. Camarena Obeso  
Associate *Notario*

Guadalajara, Jal.

II. **ELENA CRISTINA GOMEZ GUTIERREZ**. Mexican, of legal age, dental surgeon, married, born in the Municipality of Tonalá, in the State of Jalisco where she was born on February 20<sup>th</sup>, 1970 nineteen seventy, with address in the property with number 14 fourteen on the Street López Pajar, in the Municipality of Tonalá in the State of Jalisco.

III. **FERNANDO BALTAZAR SALDAÑA**. Mexican, of legal age, Bachelor's Degree in Philosophy, married, born in the Municipality of Irapuato, in the State of Guanajuato where he was born on September 27<sup>th</sup>, 1966 nineteen sixty-six, with address in the property with number 450 four hundred fifty on the Street Loma Cherán Poniente, Fraccionamiento Loma Dorada, Municipality of Tonalá in the State of Jalisco.

IV. **JOSE SANTIAGO RAMON BOLAÑOS GONZALEZ**. Mexican, of legal age, architect, married, born in Mexico City, Federal District where he was born on November 19<sup>th</sup>, 1952 nineteen fifty-two, with address in the property with number 297 two hundred ninety-seven on the Street Colimán, Fraccionamiento Ciudad del Sol, in the Municipality of Guadalajara in the State of Jalisco.

V. **SUSANA GOMEZ GARCIA**. Mexican, of legal age, Graduate in Law, single, born in the Municipality of Guadalajara in the State of Jalisco where she was born on May 7<sup>th</sup>, 1969 nineteen sixty-nine, with address in the property number 370-668 three hundred seventy, dash, six hundred sixty-eight on the Street Libertad in the Municipality of Zapopan in the State of Jalisco.

VI. **ACELA MARGARITA ESTRADA CARRILLO**. Mexican, of legal age, social worker, married, born in the Municipality of Mexicali in the State of Baja California where she was born on December 5<sup>th</sup>, 1955 nineteen fifty-five, with address in the property with number 3627-B 111 thirty-six twenty-seven, dash, letter "b" eleven [sic] on the Street Isla Samoa, Jardines de San José, in the Municipality of Guadalajara, in the State of Jalisco.

D). In regards to the Income Tax and under oath, the appearing parties stated to be current with their payments of said tax, without verifying it at the moment for lack of supporting agreement and therefore I made the provisions of the Law.

[VERIFIED. ILLEGIBLE SIGNATURE]

**Michelle Guzik Sáinz**

Perito traductor de los idiomas

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de Jalisco

Folio 1542, vigencia:

01 de mayo 2020- 30 de abril 2021



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E). Pursuant to the provisions on Section VI sixth on the article 133 one hundred thirty-three of the Notary Public Act in force for the State of Jalisco, the total price of these Bylaws was informed and the parties agreed.

F). I read and explained this deed to the appearing parties to whom I warned about its scope and legal consequences and the need of their registration to the Public Registry as well as set forth under in the Article 27 twenty-seven of the Federal Tax Code and the Article 15 fifteen of the Rules of the same Regulation, on the obligation to register in the Federal Registry of Taxpayers, within the following month from this date, filling a copy of the relative request to comply with said system within the deadline.

G). Once the appearing parties were aware of its scope and legal consequences, declaring that they were satisfied with its content, they approved, ratified and signed it together before me and with the undersigned at 8:50 a.m., eight hours and fifty minutes on February 24, 1988 nineteen eighty-eight. I ATTEST.

Ggm- SIGNED: MARIA EUGENIA CASILLAS BRAVO DE PEREZ. ELENA CRISTINA GOMEZ GUTIERREZ. FERNANDO BALTAZAR SALDAÑA. JOSE SANTIAGO RAMON BOLAÑOS GONZALEZ. SUSANA GOMEZ GARCIA. ACELA MARGARITA ESTRADA CARRILLO. MARIO ENRIQUE CAMARENA OBESO. Seven Illegible signatures. The authorizing seal with the Coat of Arms reading: UNITED MEXICAN STATES. MAIO E. CAMARENA OBESO ASSOCIATE *NOTARIO* TO THE INCUMBENT NUMBER 7. GUAD., JAL.

FOOTNOTE: This is recorded in mi Protocol Book of related documents to the Volume XII twelfth under the number 640 six hundred forty, the permit by Foreign Affairs.

**Michelle Guzik Sáinz**

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01 de mayo 2020- 30 de abril 2021



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## Notarial Office N. 7

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Incumbent *Notario*

Mario E. Camarena Obeso  
Associate *Notario*

Guadalajara, Jal.

DATE: February 26<sup>th</sup> twenty-sixth 1988 nineteen ninety-eight. With the numbers 900 nine hundred and 901 nine hundred and one I added to the appendix of the volume XII twelfth of my Protocol, duplicate from the drawn notice to the Director of Office of Public Records, I receive from Notary Instruments who imported \$47.00 forty seven pesos 00/100 national currency and notice the Head of the Civil Registry Fee Office at the Public Registry of Property . Signed: Mario Enrique Camarena Obeso.

I attest that the aforementioned is a faithful copy to the marginal note visible in the protocol.

THIS IS A TRUE COPY OF THE FIRST CERTIFIED NOTARIAL COPY, ISSUED FOR GALILEA 2000, ASOCIACIÓN CIVIL.

IT IS PRESENTED IN 15 FIFTEEN SHEETS OF NOTARIAL PAPER. DULY COMPARED AND REVISED.

GUADALAJARA, JALISCO, MARCH 5<sup>TH</sup>, FIFTH, 1998 NINETEEN NINETY-EIGHT.

Cfc.

[Illegible signature]

[VERIFIED. ILLEGIBLE SIGNATURE]

[Seal: Mario E. Camarena Obeso –  
Associate *Notario* to the Incumbent N.  
7. United Mexican States.  
Guadalajara, Jal.]

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[Seal: August 6<sup>th</sup>, '98. AM 9:14]

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[Coat of Arms.  
United Mexican States.  
Government of Jalisco.  
Executive Power.  
General Clerk]

[Incomplete seal]

[Incomplete seal]

DIRECTION OF PUBLIC REGISTRY OF PROPERTY

Second OFFICE

Guadalajara, Jalisco.

The aforementioned Document was presented for registration at 9:14 hours on the day 6 of August 1998, and at 10:00 hours on the day 4 of August 1998 with its incorporation under the document number 25 folio from 230 to 247 on the Book 217 on the Fifth Section of this Office, the Incorporation of the Non-Profit Association named GALILEA 2000, as well as the appointment of the General Director pursuant to the incorporated document.

The duties for the registration were paid under Payment Reference No. P-6817732 and P-6817780 for \$ [illegible] and \$812.00

[Illegible Seal]  
[Illegible signature]  
[Illegible text under seal]

F-23

[VERIFIED. ILLEGIBLE SIGNATURE]

**Michelle Guzik Sáinz**

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