EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

by and between

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.,
CREDITO REAL USA, INC.

and

SCOT SEAGRAVE,

as the Sellers,

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.,

as Sellers' Representative,

CREDITO REAL USA FINANCE, LLC,

as the Company,

BEPENSA CAPITAL INC.,
as Buyer

and

BEPENSA CAPITAL S.A. DE C.V.,
as Buyer Parent

Dated as of January 18, 2023

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered into as of January 18, 2023, among Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., a *sociedad anónima bursátil de capital variable, sociedad financiera de objeto múltiple, entidad no regulada,* organized and existing under the Laws of the United Mexican States ("Parent"), Credito Real USA, Inc., a corporation existing under the Laws of Delaware ("CRUSA Inc." and, together with Parent, the "CR Sellers" and each, a "CR Seller"), Scot Seagrave, an individual domiciled in the State of Florida ("Seagrave" and, together with Parent and CRUSA Inc., the "Sellers" and each, a "Seller"), Parent, solely in its capacity as the representative, agent and attorney-in-fact of the Sellers (the "Sellers' Representative"), Credito Real USA Finance, LLC, a limited liability company existing under the Laws of Florida (the "Company"), Bepensa Capital, Inc., a corporation organized and existing under the Laws of Florida ("Buyer") and Bepensa Capital S.A. de C.V., a *sociedad anónima de capital variable* organized and existing under the Laws of the United Mexican States ("Buyer Parent"). Each of the Sellers, the Company and Buyer is referred to individually as a "Party", and, collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, on July 14, 2022, Robert Wagstaff, in his capacity as the foreign representative duly appointed by Mr. Fernando Alonso-de-Florida Rivero, the court-appointed provisional liquidator (*Liquidator Judicial Provisional*) (the "Mexican Liquidator") of the Special Expedited Commercial proceeding (*Via Sumaria Especial Mercantil*) pending in the Mexican Liquidation Court for the dissolution and liquidation of Parent (the "Mexican Liquidation Proceeding") filed a petition for recognition of the Mexican Liquidation Proceeding as a foreign main proceeding under chapter 15 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") commencing a chapter 15 case captioned *In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, Case No. 22-10630 (JTD) (the "Chapter 15 Case");

WHEREAS, as of the date of this Agreement, (i) CRUSA Inc., a wholly-owned subsidiary of Parent, owns 95.28% of the total issued and outstanding Interests of the Company (the "Credito Real Interest"), and (ii) Seagrave owns 4.72% of the total issued and outstanding Interests of the Company (the "Seagrave Interest");

WHEREAS, after giving effect to the Reorganization, Parent will directly own the Credito Real Interest as a duly admitted Member of the Company;

WHEREAS, (a) The CR Sellers desire to sell the Credito Real Interest to Buyer, and (b) Seagrave desires to sell 50% of the Seagrave Interest to Buyer, and Buyer desires to purchase all the Credito Real Interest and 50% of the Seagrave Interest (such Interests, the "Acquired Interests"), subject to the terms and conditions set forth herein;

WHEREAS, the Parties intend for the sale and purchase of the Acquired Interests based on the terms set forth herein (the "Transaction"), to be effectuated pursuant to a Sale Order to be entered by the Bankruptcy Court; and

WHEREAS, in connection with the Mexican Liquidation Proceeding and subject to the terms and conditions in this Agreement, following entry of the Sale Order finding Buyer as the prevailing bidder at the Auction (if any), Sellers shall sell and transfer to the Buyer, and the Buyer shall purchase and acquire from the Sellers, all of the Acquired Interests owned by such Sellers, on the terms and subject to the conditions in this Agreement and as more specifically provided for in the Sale Order.

NOW, THEREFORE, in consideration of the payment by the Buyer to the Sellers of the Purchase Price, and in consideration of the premises and of the mutual covenants, representations, warranties and agreements contained herein, together with other good and valuable consideration, the sufficiency, adequacy and receipt of which is hereby acknowledged and agreed to, the Parties hereto, intending to be legally bound, agree as follows :

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Accounting Principles" means the Accounting Standards and, to the extent not inconsistent with the Accounting Standards, the principles, practices and methodologies used by the Company in the preparation of the Financial Statements.

"Accounting Standards" means the generally accepted accounting principles in the United States of America (GAAP).

"Acquired Interests" has the meaning set forth in the recitals to this Agreement.

"Action" means any action, suit or proceeding by or before any court or other Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. As used in this definition, the term "controls" (including the terms "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise. With respect to any natural Person, "Affiliate" will also include such Person's immediate family members, and any Persons directly or indirectly controlled by such family member. For the avoidance of doubt, from and after the Closing, no Company Entity shall be an "Affiliate" of any Seller or vice versa for purposes of this Agreement.

"Affiliate Arrangements" means any Contract between Seller or any of its Affiliates other than a Company Entity, on the one hand, and any Company Entity, on the other hand.

"Affiliation Statement Materials" has the meaning set forth in Section 6.9(b).

"Affordable Care Act" means the Affordable Care Act, as defined in Treasury Regulation section 54.4980H-1(a)(3).

"Agreement" means this Purchase and Sale Agreement, including all Exhibits and Schedules hereto (including the Disclosure Schedules), as the same may be amended, modified or supplemented from time to time in accordance with its terms.

"Allocation Schedule" shall have the meaning set forth in Section 6.8(a).

"Alternative Transaction" means the sale, transfer or other disposition, directly or indirectly, including through the Auction or an asset sale, share sale, merger, issuance, financing, recapitalization, amalgamation, liquidation or other similar transaction, of a material portion of the Acquired Interests, in one transaction or a series of transactions with one or more Persons other than Buyer or its Affiliates.

"Anti-Bribery Laws" means any and all Laws related to anti-bribery and anti-corruption (including the U.S. Foreign Corrupt Practices Act of 1977).

"Anti-Money Laundering Laws" means any and all Laws related to terrorism financing or money laundering (including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), as amended by the USA PATRIOT Act).

"Auction" has the meaning set forth in Section 6.12(b).

"Audited Financial Statements" has the meaning set forth in Section 3.6(a).

"Back-Up Bidder" has the meaning set forth in Section 6.12(g).

"Balance Sheet Date" has the meaning set forth in Section 3.6(a).

"Bankruptcy Code" has the meaning set forth in the recitals to this Agreement.

"Bankruptcy Court" has the meaning set forth in the recitals to this Agreement.

"Base Purchase Price" means the Initial Purchase Price, *less* the value allocated to the remaining unpurchased Seagrave Interests. For the avoidance of doubt, the Base Purchase Price shall equal $60,536,800.00.

"Benefit Plan" means each compensation or benefit plan, program, scheme, policy, practice, contract, agreement or other arrangement, including, without limitation, any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock bonus, stock option, stock appreciation rights, stock-based rights, medical, dental, vision, profit sharing, insurance, employee counseling, employee assistance, wellness, legal services, retirement plan, supplemental retirement plan, pension plan (whether funded or unfunded), severance, retention, termination, employment, change-of-control or fringe benefit plan, program, spending or reimbursement account or agreement (other than any plan to which a Company Entity contributes or has an obligation to contribute pursuant to Law and that is sponsored or maintained by a Governmental Authority), whether or not in writing and whether or not funded, in each case, that

is sponsored, maintained or contributed to by a Company Entity or an ERISA Affiliate for the benefit of the current or former employees or natural independent contractors (or their respective beneficiaries) of the Company Entities or with respect to which the Company Entities have any Liability.

"Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Motion" means a motion seeking Bankruptcy Court approval of the Bidding Procedures.

"Bidding Procedures Order" means the order entered by the Bankruptcy Court in the Chapter 15 Case approving the Bidding Procedures dated December 15, 2022.

"Bidding Protections Motion" means a motion Parent will cause to be filed in the Chapter 15 Case seeking entry of the Bidding Protections Order, and otherwise in form and substance reasonably acceptable to Buyer setting forth the protections in Section 6.12(a)(i) of this Agreement, including the Expense Reimbursement and the Break-Up Fee.

"Bidding Protections Order" means an order of the Bankruptcy Court approving the Bidding Procedures Motion, including the protections set forth in Section 6.12(a)(i) hereof, and otherwise in form and substance reasonably acceptable to Buyer.

"Book Value" has the meaning determined pursuant to, and in accordance with, the Accounting Principles; provided, however, that, in all cases, "Book Value" shall be calculated after deducting Intangible Assets (if any) from Book Value. For the avoidance of doubt, Book Value is denominated in the Financial Statements as "Members' Equity" plus Net Income.

"Book Value Adjustment" means the amount equal to the Book Value Deficit or the Book Value Surplus, as the case may be.

"Book Value Calculation Schedule" means each matter set forth on Schedule C providing for an illustrative calculation on the mechanics agreed between Sellers and Buyer for the determination of Book Value of the Company at the Closing. For the avoidance of doubt, the Book Value Calculation Schedule does not include, and shall not include, any Intangible Assets.

"Book Value Deficit" means 50% of the amount, if any, by which the Book Value of the Company at the Closing is less than the Target Book Value.

"Book Value Surplus" means 50% of the amount, if any, by which the Book Value of the Company at the Closing is more than the Target Book Value.

"Books and Records" has the meaning set forth in Section 6.18.

"Break-Up Fee" means an amount equal to $1,860,000.00.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Wilmington, Delaware, or Mexico City, Mexico are not open for the transaction of normal banking business.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer 401(k) Plan" has the meaning set forth in Section 6.13(a).

"Buyer Disclosure Schedule" means the disclosure schedule delivered by Buyer to the Sellers' Representative on the date hereof and attached hereto.

"Buyer Fundamental Representations" means each of the following representations and warranties of Buyer: Section 5.2 (*Authorization*), Section 5.5 (*Financial Capacity*) and Section 5.8 (*Brokers' Fees*).

"Buyer Parent" has the meaning set forth in the preamble to this Agreement.

"Buyer Released Claims" has the meaning set forth in Section 6.10(b).

"Buyer Releasors" has the meaning set forth in Section 6.10(b).

"Chapter 11 Case" means the involuntary case captioned *In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, Case No. 22-10696 (JTD) pending before the Bankruptcy Court.

"Chapter 15 Case" has the meaning set forth in the recitals to this Agreement.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" means the date the Closing occurs pursuant to Section 2.4.

"Closing Payment" has the meaning set forth in Section 2.5.

"Closing Statement" has the meaning set forth in Section 2.5.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Continuing Employee" has the meaning set forth in Section 6.13(a).

"Company Entities" means the Company and each of the Persons set forth in Section 3.3 of the Seller Disclosure Schedule.

"Company Insurance Policies" has the meaning set forth in Section 3.13.

"Company Owned IP" means all material Intellectual Property rights owned or purported to be owned by a Company Entity.

"Company Policies" has the meaning set forth in Section 6.1(b)(xiv).

"Company Releasees" has the meaning set forth in Section 6.10.

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated March 28, 2022, by and between CRUSA Inc. and GF Bepensa, S.A. de C.V.

"Consents" means consents, approvals, exemptions, waivers, authorizations, filings, registrations, clearances, terminations or expirations or waiting periods and notifications, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consumer Protection Laws" means, collectively, the Consumer Financial Protection Act of 2010, Public Law 111-203, enacted as Title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010; the enumerated consumer laws set forth in 12 U.S.C. Section 5481(12); the USA PATRIOT Act of 2001; the Telephone Consumer Protection Act, the CAN-SPAM Act, the Military Lending Act; the Servicemembers Civil Relief Act; the identity theft red flags provisions of the Fair Credit Reporting Act set forth in 15 U.S.C. Section 1681m(e); Section 5 of the Federal Trade Commission Act set forth in 15 U.S.C. Section 45; and all other federal, state and local consumer protection and unfair, deceptive or abusive trade practices Laws or Laws applicable to marketing (whether by email, text message, telemarketing or otherwise), consumer lending or financing, discriminatory lending, purchasing or servicing holding consumer assets, collecting consumer debts, processing consumer payments, consumer advertising and disclosures.

"Contract" means any written agreement, contract, subcontract, lease, license, sublicense or other legally binding commitment or undertaking.

"Contracting Party" has the meaning set forth in Section 10.11.

"Costa Rica Lease Agreement" means that certain Leasing Agreement dated as of November 15, 2021, by and between BCR Fondo de Inversion Inmobiliario, as lessor, and Crusafin Costa Rica, S.A., as lessee.

"COVID-19 Pandemic" means the novel coronavirus (SARS-CoV-2 or COVID-19), any evolutions or mutations thereof and any associated public health emergency, epidemic, pandemic or outbreak occurring on and prior to the Closing Date.

"Credito Real Interests" has the meaning set forth in the recitals to this Agreement.

"CR Seller" and "CR Sellers" have the meanings set forth in the preamble to this Agreement.

"CRSA" has the meaning set forth in Section 3.9(f)(v).

"CRUSA Inc." has the meaning set forth in the preamble to this Agreement.

"Cybersecurity Incident" means any ransomware or malware attack, denial-of-service attack, unauthorized access, or other cybersecurity, data or systems attack.

"Data Protection Laws" means any applicable data protection and data privacy laws and regulations in the United States, the European Union, or elsewhere in the world to which the Company Entities, Sellers or any of their Affiliates is subject.

"Deposit" has the meaning set forth in Section 2.3.

"Depositor LLC" has the meaning set forth in Section 3.9(f)(ii)(2).

"Disclosure Schedules" means the Buyer Disclosure Schedule and the Seller Disclosure Schedule.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity which is considered a single employer with any other entity under Section 4001(b)(1) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

"Escrow Account" means an interest-bearing account established by the Escrow Agent to hold the Deposit.

"Escrow Agent" means RLF, solely in its capacity as Escrow Agent under this Agreement.

"Escrow Agreement" means that certain Escrow Agreement, dated as of even date herewith, by and among Buyer, Parent and RLF.

"Existing Credit Facility" means that certain Loan and Security Agreement, dated as of May 3, 2017, among the Company, as borrower, Wells Fargo Bank, N.A., as agent, and the lenders party thereto, together with its related Credit Documents (as defined in the Existing Credit Facility), as amended, supplemented, restated or modified.

"Expense Reimbursement" means all actual, documented and necessary reasonable out of pocket costs, fees and expenses incurred by Buyer in connection with the Transaction contemplated hereby, including in the investigation, evaluation, negotiation, and documentation of the Transaction (other than any cost or expense related to or arising from any claims or disputes among Buyer or its Affiliates, on the one hand, and any Seller or its Affiliates, on the other hand, arising from Buyer's breach or failure to perform any of its agreements, covenants or obligations hereunder or under any other Transaction Document), up to an aggregate amount of $750,000.00.

"Fiduciary Duty" has the meaning set forth in Section 9.1(i).

"Final Order" means an order of the Bankruptcy Court that has not been reversed, stayed, modified, or amended, and as to which the time to file an appeal has expired and no such appeal or motion for rehearing or reconsideration, or petition for writ of certiorari is pending. For the avoidance of doubt, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Federal Rules of Bankruptcy Procedures or local rules of the Bankruptcy Court, relating to such Order may be filed after the time to file an appeal of the Order has expired shall not prevent such Order form being a Final Order.

"Finance Receivables Net" means any and all amounts owed to the Company by its customers for services rendered but not yet paid for.

"Financial Statements" has the meaning set forth in Section 3.6(a).

"Florida Lease Agreement" means that certain Lease Agreement dated as of October 10, 2014, by and between Fort Lauderdale Crown Center, Inc. (as landlord) and Credito Real USA Finance, LLC f/k/a AFS Acceptance, LLC (as tenant), as amended, for the lease of Suite 300 consisting of approximately 16,159 rentable square feet on the third floor in the building known as Crown Center, located at 1475 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

"Flow-Through Income Taxes" means U.S. federal income Taxes and any similar income Taxes imposed by any state or local Laws on the direct or indirect owners of any entity on a flow-through basis by allocating or attributing to such owners all or a portion of such entity's items of income, gain, loss, deduction and other relevant Tax attributes.

"Flow-Through Tax Returns" shall have the meaning set forth in Section 6.8(b).

"Fraud" means an actual, knowing and intentional fraud by a Party in the making of an affirmative representation or warranty expressly set forth (a) in the case of Fraud by a Seller, Article III or Article IV and solely as such representation or warranty relates to such Seller or the Company Entities (as qualified by the Seller Disclosure Schedule), (b) in the case of Fraud by the Company, Article III and solely as such representation or warranty relates to the Company (as qualified by the Seller Disclosure Schedule), (c) in the case of Fraud by Buyer, Article V (as qualified by the Buyer Disclosure Schedule) or (d) in the case of Fraud by any Party, in any ancillary certificate executed and delivered by such Party.

"Governing Documents" means (a) with respect to any corporation, its articles or certificate of incorporation and bylaws, shareholders agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), (b) with respect to any limited liability company, its articles or certificate of organization or formation and its operating agreement or limited liability company agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), (c) with respect to any limited partnership, its certificate of limited partnership and partnership agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), and (d) with respect to any other entity (including a trust), governing or organizational documents of similar substance to any of the foregoing (including with respect to voting rights, governing matters or restriction on transfer of securities), in the case of each of clauses (a) through (d), as may be in effect from time to time.

"Governmental Authority" means any (a) national, state, regional, municipal or local government or political subdivision thereof, (b) any entity exercising executive, legislative, judicial, regulatory, tribunal, taxing or administrative functions of or pertaining to government (including any body, court, tribunal, commission, board, bureau or other authority thereof), (c) any arbitrator or arbitral body or panel, department, ministry, instrumentality, agency, court,

commission or body of competent jurisdiction or (d) non-governmental body or quasi-governmental exercising any executive, legislative, judicial, regulatory, tribunal, taxing, administrative, police, regulatory, importing or other governmental or quasi-governmental authority, in each case with competent jurisdiction.

"Governmental Order" means any order, ruling, writ, judgment, injunction, decree, stipulation, determination or award of any Governmental Authority (whether temporary preliminary, permanent or binding).

"Guarantee" has the meaning set forth in Section 10.21.

"Guaranteed Obligations" has the meaning set forth in Section 10.21.

"Guaranty" means that certain Guaranty dated as of September 6, 2018, by and between Parent (as guarantor) in favor of Wells Fargo Bank, N.A. (as Agent) made in connection with the Existing Credit Facility.

"Holding LP" has the meaning set forth in Section 3.9(f)(ii)(4).

"Indebtedness" means (without duplication) the aggregate amount of the following obligations: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations in the nature of accrued fees, interest, premiums or penalties in respect of any of the foregoing, (d) obligations under any swap, collar, cap or other Contract the principal purpose of which is to benefit from or reduce or eliminate the risk of fluctuations in interest rates or currencies, and (e) any reimbursement obligations under letters of credit that have been drawn or similar facilities other than trade payables.

"Indemnified Persons" has the meaning set forth in Section 6.7.

"Initial Deposit" has the meaning set forth in Section 2.3.

"Initial Purchase Price" means $62,000,000.00.

"Intangible Assets" means assets that are considered to be intangible assets under GAAP, including customer lists, goodwill, computer software, copyrights, trade names, trademarks, patents, franchises, licenses, unamortized deferred charges, unamortized debt discounts and capitalized research and development costs.

"Intended Tax Treatment" shall have the meaning set forth in Section 6.8(a).

"Intellectual Property" means all intellectual property rights, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all (a) patents, patent applications, utility models, and applications for utility models, industrial designs and applications for industrial designs, including all continuations, divisionals, continuations-in-part, foreign counterparts, provisionals, and issuances of any of the foregoing, and all reissues, reexaminations, substitutions, renewals, extensions and related priority rights of any of the foregoing, (b) Trademarks, (c) copyrights, and all registrations, applications, renewals, extensions and reversions of any of the foregoing, and (d) trade secrets and proprietary rights in

technology, know-how, software, databases, inventions, formulas, algorithms, procedures, methods, processes, developments and research.

"Interests" means, with respect to any Person, shares, partnership interests, limited liability company interests or any other equity interest in such Person.

"Interim Period" has the meaning set forth in Section 6.1(a).

"Issuer Trust" has the meaning set forth in Section 3.9(f)(ii)(3).

"IT Systems" has the meaning set forth in Section 3.20(c).

"Knowledge" means (a) with respect to each of the Sellers, the actual knowledge of the individuals set forth on Section 1.1(a) of the Seller Disclosure Schedule, after reasonable inquiry, and (b) with respect to Buyer, the actual knowledge of any individual set forth on Section 1.1(b) of the Buyer Disclosure Schedule, after reasonable inquiry. With respect to Intellectual Property of the Sellers, "Knowledge" does not require any Person to conduct, have conducted, obtain, or have obtained any freedom-to-operate opinions or similar opinions of counsel or any patent, Trademark or other Intellectual Property rights clearance searches.

"Laws" means all applicable laws (including common law), statutes, constitutions, rules, regulations, codes, ordinances, rulings of any Governmental Authority or stock exchange with regulatory authority over the applicable Party and all applicable Governmental Orders.

"Lease Agreements" means, collectively, (a) the Costa Rica Lease Agreement and (b) the Florida Lease Agreement.

"Leased Real Property" means the real property leased pursuant to the Lease Agreements.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute, actual or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Lien" has the meaning specified in section 101(37) of the Bankruptcy Code and shall include any mortgage, pledge, lien, security trust, encumbrance, charge, option, claim, assignment, hypothecation, title retention, contractual restriction, easement, right of occupation, right-of-way-covenant, conditional sale or other security agreement, encumbrance, restriction or other security interest, and shall include any and all federal, state, county or municipal Tax liens.

"Loan Amendment" has the meaning set forth in Section 6.16(a)(i).

"Loan Tape" means, as of the final day of the calendar month immediately preceding the Closing, a schedule of all Retail Installment Sale Contracts setting forth certain information regarding the Retail Installment Sale Contracts in the same format as previously delivered to Buyer for due diligence purposes.

"Marked Materials" has the meaning set forth in Section 6.9(a).

"Material Adverse Effect" means (a) with respect to the Company Entities, any material adverse effect on the financial condition or results of operations of the Company Entities, taken as a whole; provided, that none of the following shall constitute or be deemed to contribute to a Material Adverse Effect, or shall otherwise be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (i) changes generally affecting the industries or markets (including automobile markets) in which the Company Entities operate, whether international, national, regional, state, provincial or local, (ii) changes in markets (including automobile markets), funding rates, commodities, supplies or transportation or related products and operations, including those due to actions by competitors, financing sources or Governmental Authorities, (iii) changes in general political, health or social conditions, including the substitution of any Governmental Authority, pandemics, endemics, outbreaks or other generalized diseases, armed hostilities, national emergencies or acts of war (whether or not declared), sabotage or terrorism, changes in government, military actions or "force majeure" events, or any escalation or worsening of any of the foregoing, (iv) effects of weather, meteorological events, fires, floods, earthquakes or other natural disasters or natural occurrences, (v) changes in Law or regulatory policy or the interpretation or enforcement thereof, (vi) changes in economic, business or market conditions, including changes in currency, financial, securities or credit markets (including any disruption thereof, any decline in the price of any security or any market index and changes in prevailing interest rates or foreign exchange rates), (vii) the execution, announcement or performance of this Agreement or the consummation of the Transaction, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners, employees (including any employee departures or labor union or labor organization activity), financing sources or Governmental Authorities, or any communication by the Buyer or its Affiliates of their plans or intentions (including in respect of employees) with respect to the Company Entities or their respective business, (viii) changes in accounting requirements or principles, including Accounting Standards or any adoption, proposal, implementation or change in any Law or Permit or any interpretation or application thereof by any Governmental Authority, (ix) labor strikes, requests for representation, organizing campaigns, work stoppages, slowdowns or other labor disputes, (x) hacking or cybersecurity threats or attacks on the Company Entities business, (xi) actions or omissions expressly required or permitted to be taken or not taken by the Company Entities in accordance with this Agreement or the other Transaction Documents or requested, or consented to, by Buyer or any of its Subsidiaries or Affiliates, (xii) any breach, violation or non-performance of any provision of this Agreement by Buyer or any of its Subsidiaries or Affiliates, (xiii) changes in or effects on the assets or properties of the Company Entities which are cured (including the payment of money) by Seller or any Company Entity, (xiv) failure by Seller or any Company Entity to meet any projections or forecasts for any period, (xv) any fact or information that is set forth in or reasonably apparent from the Seller Disclosure Schedule, (xvi) deterioration, diminution or decline in financial condition of any client, debtor or other revenue counterparty, (xvii) any downgrade or any announcement or communication of an expected downgrade or change in outlook by a ratings agency relating to the long-term credit rating of any Company Entity or any debt issued by any Company Entity, (xviii) any loss of customers arising from general economic conditions affecting the markets generally or as a result of exercise by customers of their rights, and (xix) actions or omissions expressly required to be taken or not taken by the Company Entities in accordance with this Agreement or the other Transaction Documents or requested, or consented to, by Buyer or any of its Affiliates, except, in the case of clauses (i) through (vii), to the extent such change, development,

circumstance, fact, effect, condition or event has, or would reasonably be expected to have, a disproportionate impact on the Company Entities as compared to other Persons in their industries, (b) with respect to Buyer, any event, occurrence or circumstance that would legally prevent or prohibit Buyer from consummating the purchase of the Acquired Interests contemplated by this Agreement, and (c) with respect to each Seller, any event, occurrence or circumstance that would legally prevent or prohibit such Party from consummating the sale of the Acquired Interests contemplated by this Agreement.

"Material Contract" has the meaning set forth in Section 3.12(a).

"Material Permits" has the meaning set forth in Section 3.19.

"Mexican Liquidation Court" means the 52nd Civil State Court of Mexico City, in which the Mexican Liquidation Proceeding is pending.

"Mexican Liquidation Proceeding" has the meaning set forth in the recitals to this Agreement.

"Mexican Liquidator" has the meaning set forth in the recitals to this Agreement.

"Non-Recourse Persons" has the meaning set forth in Section 10.11.

"Open Source Material" means all software that is available under any license that meets (a) the Open Source Definition (www.opensource.org/osd.html) or (b) the Free Software definition (https://www.gnu.org/philosophy/free-sw.html.en) (including the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License).

"Ordinary Course of Business" means the ordinary course of business of the Company Entities including in response to, or during the course of, the COVID-19 pandemic.

"Outside Date" means the date that is 90 days following the Bankruptcy Court's entry of the Sale Order.

"Parent" has the meaning set forth in the preamble to this Agreement.

"Parties" has the meaning set forth in the preamble to this Agreement.

"Payoff Letter" means a customary and duly executed payoff letter in respect of the Existing Credit Facility, providing that, upon payment thereof, (a) all obligations of the Company Entities and any Seller and its respective Affiliates relating to the Indebtedness under the Existing Credit Facility, including any prepayment, termination or breakage fees or penalties paid or payable, shall be satisfied in full, (b) the Guaranty and all guarantees of the Company Entities in respect of such Indebtedness shall be automatically terminated, and (c) all Liens on the Acquired Interests and the assets of the Company Entities relating to or securing such Indebtedness shall be automatically discharged and released.

"Permits" means permits, licenses, concessions, approvals, Consents, Governmental Orders, exemptions, certificates, clearances, qualifications, filings and other authorizations obtained from any Governmental Authority or required to be issued or granted by or under the authority of any Governmental Authority, including any state consumer credit or lending, sales finance, collection agency, servicer or similar licenses issued or required by any applicable Governmental Authority, but does not include any notices of self-certifications required to be filed with any Governmental Authority.

"Permitted Liens" means any (a) construction, mechanic's, materialmen's, laborer's, workmen's, repairmen's, carrier's and/or similar Liens, including all statutory Liens, arising or incurred in the Ordinary Course of Business or the validity or amount of which is being contested in good faith by appropriate proceedings, and for which adequate reserves are established in accordance with the Accounting Standards, (b) Liens for Taxes not yet due and payable or being contested in good faith through appropriate proceedings, for which adequate accruals or reserves are established in accordance with the Accounting Standards, (c) purchase money Liens and Liens securing rental payments under capital lease arrangements, (d) pledges or deposits under workers' compensation legislation, unemployment insurance Laws or similar Laws, (e) deposits in connection with leases, contracts or other agreements, including rent security deposits, (f) pledges or deposits to secure public or statutory obligations, judicial bonds or appeal bonds, (g) Liens disclosed in the Unaudited Financial Statements, (h) Liens arising under or created by any Material Contract or Transaction Document (other than as a result of a breach or default under such Material Contract or Transaction Document), (i) Liens created by licenses granted in the Ordinary Course of Business in any Intellectual Property, (j) Liens that will be released on or prior to the Closing Date without further Liability of any Company Entity, (k) Liens in connection with any Permit, (l) restrictions on the sales of securities under applicable securities Laws, (m) Recognized Liens, (n) with respect to the Leased Real Property, all exceptions, restrictions, easements, charges, covenants, rights of way, zoning ordinances and similar encumbrances which do not materially impair the current or permitted use, occupancy or value of such Leased Real Property, and (o) with respect to the Leased Real Property, any right, interest, lien, encumbrance, title exception or other Lien on the interest of the fee owner, lessor, or sublessor or any right in a lesser estate relating thereto.

"Person" means an individual, partnership, limited liability partnership, corporation, limited liability company, association, joint stock company, trust, estate, joint venture, unincorporated organization, or Governmental Authority.

"Personal Data" means any information in any form or format relating to an identifiable or identified natural person or that is otherwise regulated under any applicable data privacy or data protection Law.

"Post-Closing Covenant" has the meaning set forth in Section 8.1.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

"Pro Rata Share" has the meaning set forth in Section 2.2(a).

"Purchase Price" means an amount equal to: (a) the Base Purchase Price; plus (b)(i) the Book Value Surplus, if applicable, or minus (ii) the Book Value Deficit, if applicable.

"R&W Policy" has the meaning set forth in Section 6.15.

"Recognized Liens" means, as applicable, each Lien or security interest created pursuant to the Existing Credit Facility.

"Regulatory Approvals" means the requisite Consents of, declarations or filings with, or notices to the applicable Department of Financial Institution (or equivalent Governmental Authority) that have issued a motor vehicle sales finance license to any of the Company Entities in connection with the Transaction as set forth in Section 3.5(b) of the Seller Disclosure Schedule.

"Remedies Exception" means (a) applicable bankruptcy, liquidation, insolvency, reorganization, moratorium, and other Laws of general application, heretofore or hereafter enacted or in effect, affecting the rights and remedies of creditors generally, and (b) the exercise of judicial or administrative discretion in accordance with general equitable principles, particularly as to the availability of the remedy of specific performance or other injunctive relief.

"Reorganization" means the dividend of the Credito Real Interest to Parent.

"Representatives" means, with respect to any Person, the directors, officers, managers, members, employees, representatives, agents, consultants, attorneys, accountants, investment bankers or other advisors of such Person.

"Required Regulatory Approvals" means the Regulatory Approvals representing 80% of the Company's Retail Installment Sale Contracts portfolio as set forth in Schedule D.

"Retail Installment Sale Contract" means an installment sale contract or conditional sale agreement for the purchase of a vehicle, together with any assignment, reinstatement, extension or modification thereof.

"RLF" has the meaning set forth in Section 6.19.

"Sale Order" means an order of the Bankruptcy Court approving the Transaction, including the protections set forth in Section 6.12(a)(ii), and otherwise in form and substance reasonably acceptable to Buyer.

"Sanctions" has the meaning set forth in Section 3.17(c).

"Seagrave" has the meaning set forth in the preamble to this Agreement.

"Seagrave Interest" has the meaning set forth in the recitals to this Agreement.

"Second Deposit" has the meaning set forth in Section 2.3.

"Securities Act" has the meaning set forth in Section 5.6.

"Seller" and "Sellers" have the meanings set forth in the preamble to this Agreement.

"Seller 401(k) Plans" has the meaning set forth in Section 6.13(a).

"Seller Disclosure Schedule" means the disclosure schedule (together with all attachments and appendices thereto) delivered by Sellers' Representative to Buyer on the date hereof and attached hereto.

"Seller Group Parties" means (a) Sellers, (b) any Affiliate of a Seller, and (c) any Representative of (i) a Seller or (ii) any Affiliate of a Seller.

"Seller Marks" means the Trademarks as set forth on Section 6.9(a) of the Seller Disclosure Schedule.

"Seller Releasees" has the meaning set forth in Section 6.10(b).

"Seller Released Claims" has the meaning set forth in Section 6.10(a).

"Seller Releasors" has the meaning set forth in Section 6.10(a).

"Sellers Fundamental Representations" means each of the following representations and warranties of the Sellers: (i) Section 3.1 (*Organization; Authority; Enforceability*), Section 3.3(a) (*Capitalization*), Section 3.4 (*Ownership*), Section 3.18 (*Brokers' Fees*); and (ii) Section 4.2 (*Authorization; Enforceability*), the first two sentences of Section 4.3 (*Title*) and Section 4.4 (*Brokers' Fees*).

"Sellers' Representative" shall have the meaning given to it in the preamble to this Agreement.

"Sellers' Representative Group" has the meaning set forth in Section 10.20(b).

"Services LLC" has the meaning set forth in Section 3.9(f)(ii)(1).

"Straddle Period" means any Tax period that includes but does not end on the Closing Date.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Target Book Value" means, with respect to the Company, an amount equal to $57,253,373.

"Tax" means any and all federal, state, local, foreign and other taxes, charges, fees, duties, levies, tariffs, imposts, tolls, customs, or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, branch profits, profit share, license, lease, service, service use, value added, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, premium, property, windfall profits, export and import fees and charges, registration fees, tonnage, vessel, or other taxes, charges, fees, duties, levies,

tariffs, imposts, tolls, customs, or other assessments of any kind whatsoever imposed by any Governmental Authority, together with any interests, penalties, inflationary adjustments, additions to tax, fines or other additional amounts imposed thereon, with respect thereto, or related thereto.

"Tax Contest" means an audit, claim, dispute, controversy, hearing, or administrative, judicial, or other proceeding relating to Taxes or Tax Returns.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement, voucher or electronic equivalent, estimated Tax declaration or other document or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, required to be filed with or supplied to any Governmental Authority.

"Trademarks" means all trademarks, service marks, trade dress, logos, brand names, trade names, domain names, corporate names, distinctive signs, any other indicia of source or origin, and all registrations and applications for registration, together with the goodwill symbolized by any of the foregoing.

"Transaction" has the meaning set forth in the recitals to this Agreement.

"Transaction Documents" means this Agreement, the Escrow Agreement and all other documents, certificates and agreements executed by the Parties in connection with the Transaction as of the date hereof or delivered or required to be delivered by any Party at the Closing pursuant to this Agreement.

"Transfer Taxes" means any and all transfer, sales, use, value-added, excise, stock, stamp, documentary, registration, filing, conveyance, recording and other similar Taxes, filing fees and similar charges, including all applicable real property or leasehold interest transfer or gains Taxes, including any interest, penalty or addition thereto but excluding any net income or gain Taxes.

"Unaudited Financial Statements" has the meaning set forth in Section 3.6(a).

"W&C" has the meaning set forth in Section 6.19.

"Wells Fargo Consent" means any Consent of Wells Fargo Bank, N.A., required pursuant to the Existing Credit Facility related to the execution and delivery by the Company and Sellers of this Agreement or the other Transaction Documents to which the Company or any Seller is or will be a party, or the consummation by the Company and the Sellers of the transactions contemplated by this Agreement and the Transaction Documents.

Section 1.2 Terms Generally.

(a) The definitions in Section 1.1 shall apply equally to both the singular and plural forms and to correlative forms of the terms defined.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(c) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

(d) The word "or" means (1) "either or both" ("X or Y" means "X or Y or both X and Y") or (2) "any or all" ("X, Y or Z" means "X, Y or Z, or all of X, Y and Z").

(e) The words "hereby," "herewith," "hereto," "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement (including the Exhibits and Schedules to this Agreement and the Disclosure Schedules) in its entirety and not to any part hereof unless the context shall otherwise require.

(f) Unless otherwise specified herein, all references herein to Articles, Sections, Exhibits, Schedules and the Disclosure Schedules shall be deemed references to Articles, Sections and Exhibits of, and Schedules and the Disclosure Schedules to, this Agreement, and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(g) Unless otherwise specified herein, any references to any Contract (including this Agreement or any of the other Transaction Documents) or Law shall be deemed to be references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions).

(h) Unless otherwise specified herein, references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person(s) succeeding to its functions and capacities.

(i) Unless otherwise specified herein, any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

(j) Whenever this Agreement refers to a number of days, that number refers to calendar days unless Business Days are specified. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. References to "the date hereof" are to the date of this Agreement.

(k) "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(l) Currency amounts referenced in this Agreement, unless otherwise specified, are in U.S. Dollars.

(m) Unless otherwise specified herein, all accounting terms used herein and not expressly defined herein shall have the meanings given to them under Accounting Standards.

(n) Unless otherwise set forth herein or otherwise agreed by the Parties in writing, the phrase "made available," as applies to such performance by the Sellers, shall mean that the information referred to has been posted in the on-line "virtual data room" established by Parent.

ARTICLE II

PURCHASE AND SALE OF THE ACQUIRED INTERESTS

Section 2.1 Purchase and Sale of the Acquired Interests. Subject to entry of the Sale Order and upon the terms and subject to the conditions of this Agreement and the Sale Order, Buyer agrees to purchase from each Seller, and each Seller agrees to sell, transfer, assign, convey and deliver to Buyer, all of the rights, title and interests in and to the Acquired Interests owned by such Seller immediately prior to the Closing, free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.2. Buyer acknowledges and agrees that upon Closing, Sellers shall sell and convey to Buyer and Buyer shall accept the Acquired Interests "AS IS, WHERE IS" except to the extent expressly provided otherwise in this Agreement.

Section 2.2 Payment of Purchase Price; Withholding.

(a) At Closing, Buyer shall pay by wire transfer in immediately available funds (i) an amount equal to the Closing Payment, to each Seller, based on such Seller's respective pro rata portion of the Acquired Interests (being, with respect to Parent, 97.58%, and, with respect to Seagrave, 2.42%) (with respect to each Seller, such Seller's "Pro Rata Share") in each case to an account of such Seller that has been designated by Sellers' Representative to Buyer in writing at least five Business Days prior to the Closing.

(b) Buyer shall be entitled to deduct and withhold any Taxes required under Law to be deducted or withheld from the Closing Payment and any other amounts deliverable under this Agreement or any other Transaction Documents. To the extent that amounts are so withheld and remitted to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Sellers in respect of whom such deduction and withholding was made. Furthermore, Buyer and the applicable Seller(s) shall reasonably cooperate with each other to reduce the amount of withholding Taxes imposed on the payment of any amount to any Person pursuant to this Agreement and any other Transaction Document to the extent permitted by Law, including by reasonably cooperating to execute and file any forms or certificates reasonably required to claim an available reduced rate of, or exemption from, withholding Taxes.

Section 2.3 Deposit.

(a) Promptly, but no later than two Business Days following the Parent's filing of the Bidding Protections Motion, Buyer shall immediately deposit an aggregate amount equal to five percent of the Base Purchase Price in cash into the Escrow Account (the "Initial Deposit"). Upon selection of the Buyer as the Successful Bidder pursuant to the Bidding Procedures, Buyer shall promptly deposit (and in any event within two Business Days thereof) an additional aggregate amount equal to five percent of the Base Purchase Price in cash into the Escrow Account, such

that the Deposit will equal ten percent of the Base Purchase Price (the "Second Deposit" and, together with the Initial Deposit, the "Deposit"). The Deposit shall be released and delivered (together with all accrued investment income thereon) by the Escrow Agent by wire transfer of immediately available funds to either Buyer or Sellers, as applicable, as follows:

(i) if the Closing occurs, the Deposit (and all accrued investment income thereon) shall be released to the Sellers (based on each Seller's Pro Rata Share) and applied against the Purchase Price.

(ii) if this Agreement is validly terminated by Sellers pursuant to Section 9.1(h), the Deposit, together with all accrued investment income thereon, shall be released to Sellers (based on each Seller's Pro Rata Share) within five Business Days of such termination; or

(iii) if this Agreement is validly terminated for any reason (other than a termination pursuant to Section 9.1(h), the Deposit, together with all accrued investment income thereon, shall be returned to Buyer within five Business Days of such termination.

(b) The Deposit shall be held by the Escrow Agent in the Escrow Account and shall be released by the Escrow Agent and delivered to either Buyer or the Sellers in accordance with this Agreement and the provisions of the Escrow Agreement.

Section 2.4 Closing.

(a) Subject to the satisfaction or, when permissible, waiver of the conditions set forth in Article VII, the closing of the Transaction (the "Closing") shall take place (i) at the offices of White & Case LLP located at 200 South Biscayne Boulevard, Suite 4900, Miami, Florida commencing at 10:00 a.m. (EST) on the date that is the ninth Business Day following the satisfaction or waiver of the last of the conditions set forth in Article VII (other than any such conditions which by their terms are not capable of being satisfied until the Closing Date), provided that if the Closing Date would fall on any of the first ten Business Days of a calendar month, the Closing shall occur on the date that is the eleventh Business Day of the applicable calendar month, or (ii) on such other date on a Business Day or at such other time or place as the Parties may mutually agree upon in writing. The Closing shall be effective for all purposes under this Agreement at 12:01 p.m. (EST) on the Closing Date.

(b) At the Closing, Sellers' Representative shall deliver, or cause to be delivered, to Buyer the following:

(i) a copy of the duly signed resignation letters of the directors and managers of the Company Entities (whose names are set forth in Exhibit A) substantially in the form attached as Exhibit B;

(ii) all equity assignments and powers sufficient to transfer the Acquired Interests to Buyer, in form and substance reasonably satisfactory to Buyer;

(iii) a copy of a resolution or written consent of the board of managers of the Company approving the sale of 50% of the Seagrave Interest in favor of Buyer, in form and substance reasonably satisfactory to Buyer;

(iv) A properly completed IRS Form W-9 (with respect to a U.S. Seller) and a Form W-8 (with respect to a non-U.S. Seller); provided that failure to deliver such a form shall not be a condition to Closing (provided, that the sole remedy to the Buyer if a Seller fails to deliver such a form is to withhold in accordance with Section 2.2(b));

(v) a copy of the certificate referred to in Section 7.3(d); and

(vi) a copy of the Sale Order.

(c) At the Closing, Buyer shall deliver, or cause to be delivered, to Sellers' Representative the following:

(i) payment by wire transfer of immediately available funds of an aggregate amount equal to (A) the Closing Payment, minus (B) the Deposit, in accordance with Section 2.2(a);

(ii) to the extent Buyer does not obtain the Wells Fargo Consent by the Closing, Buyer shall make all payments and satisfy any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility as required by Section 6.16(a)(ii); and

(iii) a copy of the certificate referred to in Section 7.2(c).

(d) All proceedings to be taken, payments to be made and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken, executed and delivered simultaneously, and no proceedings shall be deemed taken, payments shall be deemed made nor any documents executed or delivered until all have been taken, paid, executed and delivered.

Section 2.5 Closing Statement. At least eight Business Days prior to the Closing Date, Sellers' Representative shall provide Buyer with (a) a written statement (the "Closing Statement") setting forth Sellers' Representative's good faith calculation of (i) the Base Purchase Price, plus or minus (ii) the Book Value Adjustment as of the last day of the month immediately preceding the Closing Date (plus for a Book Value Surplus and minus for a Book Value Deficit), and (iii) the resulting amount (the "Closing Payment"), together with reasonable supporting documentation with respect to the calculation of the amounts set forth on the Closing Statement, (b) an estimated balance sheet, income statement and statement of cash flows of the Company as of the last day of the calendar month immediately preceding the Closing, (c) a copy of the monthly portfolio report prepared by the Company in the ordinary course of its business, reflecting collections, balances, charge-offs, recovery and delinquency as of the month preceding the Closing, and (d) the Loan Tape. The calculation of the Book Value Adjustment shall be prepared in accordance with the Accounting Principles. If requested by Buyer within two Business Days after delivery of the Closing Statement, Sellers' Representative shall provide Buyer and its Representatives with reasonable access, during normal business hours, to the books and records

relating to the Company Entities to the extent reasonably necessary to assist Buyer and its Representatives in their review of the Closing Statement. Prior to Closing, the Sellers' Representative shall cooperate in good faith to answer any questions raised by Buyer in its review of the Closing Statement, provided that if Buyer and the Sellers' Representative do not agree upon any or all of the adjustments set forth in the Closing Statement (1) there shall be no delay in Closing as a result thereof and (2) the amounts used to calculate the Closing Payment shall be the amounts set forth in the Closing Statement. For the avoidance of doubt, the Base Purchase Price is a fixed amount and is not subject to adjustment under this Section 2.5.

Section 2.6 Transfer Taxes. Notwithstanding anything herein to the contrary, Buyer shall be responsible for the payment of all Transfer Taxes imposed as a result of the transactions contemplated hereby. The Parties will reasonably cooperate in the preparation and filing of any Tax Returns or other documentation in connection with any Transfer Taxes subject to this Section 2.6, including joining in the execution of any such Tax Returns and other documentation to the extent required by Law.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY REGARDING THE COMPANY ENTITIES

On the date hereof and as of the Closing Date, the Company represents and warrants to Buyer, except as set forth in the corresponding sections of the Seller Disclosure Schedule, as follows:

Section 3.1 Organization; Authority; Enforceability.

(a) Each Company Entity is a corporation, limited liability company or other entity duly incorporated or formed, validly existing and in good standing (or the equivalent thereof) under the Laws of its jurisdiction of organization. Each Company Entity has all requisite power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as currently conducted. The Company has made available to Buyer prior to the date hereof accurate and complete copies of the Governing Documents of each of the Company Entities in effect as of the date hereof. Each such Governing Document is in full force and effect, and each of the Company Entities is in compliance with its respective Governing Documents. Section 3.1(a) of the Seller Disclosure Schedule sets forth an accurate and complete list of (i) any other Person that has merged or consolidated with or into any Company Entity since January 1, 2015 or (ii) any other Person all or substantially all of whose assets have been acquired by any Company Entity (whether by purchase, upon liquidation or otherwise) since January 1, 2015. The Company has made available to the Buyer the minute books of each member of the Company Entity, if any.

(b) Except as set forth in Section 3.1(b) of the Seller Disclosure Schedule, each Company Entity is duly qualified or licensed to do business and in good standing (or the equivalent thereof) in each jurisdiction in which the character or location of the properties it owns, leases or operates or the nature of the business it conducts makes such qualification, license or good standing (or the equivalent thereof) necessary, except where the failure to be so qualified or licensed and in

good standing (or the equivalent thereof) would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) The Company has all organizational power and authority to execute and deliver this Agreement and the Transaction Documents to which the Company is a party, to perform its obligations under this Agreement and the Transaction Documents to which it is a party and to consummate the transactions contemplated by this Agreement and the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement by the Company and each of the Transaction Documents to which it is a party and the consummation the transactions contemplated by this Agreement and the Transaction Documents to which it is a party have been duly and validly authorized by the Company. This Agreement has been duly executed by the Company, and each Transaction Document executed or to be executed by the Company is (if executed on the date of this Agreement) or will be (if to be executed at or prior to the Closing) duly executed and delivered by the Company and, assuming the due execution by Buyer or any other party(ies) thereto, this Agreement and the Transaction Documents to which the Company is (or will be) a party are (or will be) a valid and binding obligation of such Company Entities, enforceable against such Company Entities in accordance with their terms, except to the extent that its enforceability may be subject to the Remedies Exception.

Section 3.2 Non-contravention. Except as set forth on Section 3.2 of the Seller Disclosure Schedule, assuming the accuracy of the representations and warranties of Buyer set forth in Article V, neither the execution and delivery by the Company of this Agreement and the other Transaction Documents to which it is or will be a party, nor the consummation by the Company of the transactions contemplated by this Agreement and the Transaction Documents (a) violates, conflicts with or results in the breach of any provision of the respective Governing Documents of the Company Entities, (b) violates or constitutes a default under, gives rise to any right of termination, cancellation, payment or acceleration under or results in a breach of or imposition of any Lien (other than a Permitted Lien) on any of the material properties or assets of the Company Entities or under any Material Contract of any Company Entity, or (c) assuming receipt of the Consents of Governmental Authorities described in Section 3.5, and the accuracy of Section 5.4, violates, conflicts with or results in the breach of, requires any Consent or other action by any Person under, constitutes a default under or gives rise to any right of notice, payment, termination, amendment, modification, cancellation or acceleration of any right or obligation of any Company Entity or to a loss of any benefit to which any Company Entity is entitled to, under any Material Permit, Governmental Order or Law to which any Company Entity is subject, except in the case of clause (b), as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole. As of the date of this Agreement, the Company Entities are not involved in any Action that challenges or seeks to prevent, restrain or otherwise delay the transactions contemplated by this Agreement or the Transaction Documents.

Section 3.3 Capitalization.

(a) Section 3.3 of the Seller Disclosure Schedule sets forth, as of the date hereof, a true, accurate and complete list of the Company Entities, and with respect to each Company Entity, (a) its name and jurisdiction of organization, (b) its form of organization, and (c) the issued and outstanding Interests thereof and the owners thereof. No Company Entity holds

any Interests other than Interests in another Company Entity as set forth on Section 3.3 of the Seller Disclosure Schedule.

(b) Except for this Agreement, or as set forth on Section 3.3 of the Seller Disclosure Schedule, neither Parent, CRUSA Inc., Seagrave nor any Company Entity is a party to any Contract that would require Parent, CRUSA Inc., Seagraves or such Company Entity to sell, transfer, issue or otherwise dispose of any Interests of the Company Entities.

(c) Except as set forth on Section 3.3 of the Seller Disclosure Schedules, there are no issued or outstanding (i) Interests of the Company Entities, (ii) securities of the Company Entities convertible into or exchangeable for Interests of such Company Entity, (iii) options or other rights to acquire from any Company Entity or obligations of any Company Entity to issue, any Interests or securities convertible into or exchangeable for Interests of such Company Entity, (iv) Contracts requiring the repurchase, redemption or other acquisition of any Company Entity or other Interests of any Company Entity (other than this Agreement), (v) Liens or other restrictions on transfer (including preemptive rights or rights of first refusal) of any Acquired Interests or other Interests of the Company Entities other than under this Agreement or applicable securities Laws (and none of the foregoing shall arise by virtue of or in connection with the Transaction), or (vi) equityholder agreements, voting trusts, proxies or other Contracts to which any Company Entity is a party with respect to or concerning the purchase, sale, transfer or voting of the Acquired Interest or other Interests of any Company Entity, other than this Agreement.

Section 3.4 Ownership. Sellers own or will own as of the Closing, all of the issued and outstanding Interests in the Company, being only the Acquired Interests, as set forth in Section 3.3 of the Seller Disclosure Schedule. All outstanding Interests of each Company Entity (except to the extent such concepts are not applicable under the Law of such Company Entity's jurisdiction of formation or other Law) have been duly authorized and validly issued, are fully paid and nonassessable, are free and clear of any preemptive rights, restrictions on transfer or other Liens (other than restrictions under applicable federal and state securities Laws). Subject to the entry of the Sale Order and the conditions set forth herein, at the Closing, Buyer will be vested with direct legal ownership of the Acquired Interests.

Section 3.5 Government Authorizations. Subject to entry of the Sale Order, no Consent of or by any Governmental Authority is required to be obtained or made by the Sellers or any Company Entity in connection with the execution and delivery of this Agreement and the other Transaction Documents by the Sellers or the consummation by the Sellers of the Transaction or the other transactions contemplated by this Agreement or the Transaction Documents, other than (a) the Consents set forth on Section 3.5(a) of the Seller Disclosure Schedule, (b) Regulatory Approvals set forth on Section 3.5(b) of the Seller Disclosure Schedule, (c) the Consents set forth on Section 3.5(c) of the Seller Disclosure Schedule that are not required to be made or given until after the Closing or (d) Consents which, if not made or obtained, would not reasonably be expected to be, individually or in the aggregate, material to the Company Entities, taken as a whole.

Section 3.6 Financial Statements.

(a) Set forth on Section 3.6(a) of the Seller Disclosure Schedule are accurate and complete copies of (a) the audited consolidated balance sheets of the Company as of December

31, 2021 and December 31, 2020, and the related statements of operations for the respective periods covered thereby, together with the notes thereto (collectively, the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Company as of December 31, 2022 (the "Balance Sheet Date") and the related unaudited statements of income and of cash flows of the Company for the period ending on the Balance Sheet Date (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Section 3.6(a) of the Seller Disclosure Schedule, the Financial Statements, as applicable, present fairly in all material respects, respectively, the financial position and statements of operations of the Company, at the respective dates set forth therein and for the respective periods covered thereby, and were prepared from the books and records of the Company in accordance with the Accounting Standards and Accounting Principles in all material respects (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and any year-end adjustments), consistently applied, except as otherwise noted therein.

(b) None of the Sellers or the Company Entities, and none of their respective Affiliates or Representatives, have received any written or oral complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods or internal accounting controls of the Company Entities or any Seller (with respect to the business of the Company Entities), including any complaint, allegation, assertion or claim that any of the Company Entities or any Seller (with respect to the business of the Company Entities) has engaged in improper accounting or auditing practices.

(c) The Finance Net Receivables reflected on the Financial Statements and Finance Net Receivables arising after the Balance Sheet Date and reflected on the books and records of the Company Entities (i) arose in the Ordinary Course of Business from bona fide arm's-length transactions for the sale of goods or performance of services, (ii) are valid and (iii) are collectible in the Ordinary Course of Business (subject to reserves reflected in the Financial Statements) and, to the Sellers' Knowledge, are not subject to counterclaims or setoffs. Since the Balance Sheet Date, no Company Entity has cancelled, or agreed to cancel, in whole or in part, any accounts receivable except in the Ordinary Course of Business.

(d) Section 3.6(d) of the Seller Disclosure Schedule sets forth a correct and complete list of (i) the outstanding principal balance of all Retail Installment Sale Contracts held by each of the Company Entities as of December 31, 2022, and (ii) since January 1, 2022 through December 31, 2022, all charge-offs recorded by the Company Entities on their respective books in respect thereof as of such date.

Section 3.7 Undisclosed Liabilities. The Company Entities have no material Liabilities that would be required under the Accounting Standards to be reflected on a consolidated balance sheet of the Company Entities, except for Liabilities (a) set forth, reflected in, reserved against or disclosed in the Financial Statements, (b) incurred in connection with the transactions contemplated by this Agreement, (c) incurred in the Ordinary Course of Business since the Balance Sheet Date, (d) set forth on Section 3.7 of the Seller Disclosure Schedule or (e) which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.8 Absence of Certain Changes. Except as set forth on Section 3.8 of the Seller Disclosure Schedule, from January 1, 2022 to the date hereof, (a) each Company Entity

has conducted its respective business in all material respects in the Ordinary Course of Business, (b) there has not been any change in accounting methods, principles or practices affecting the Company Entities, except as was required or permitted by Accounting Standards or Laws as set forth on Section 3.8 of the Seller Disclosure Schedule, (c) no Company Entity has acquired or divested any business or Person, by merger or consolidation, purchase of substantial assets or equity interests, or sale, or by any other manner, in a single transaction or series of related transactions, or entered into any Contract, letter of intent or similar arrangement with respect to the foregoing and (d) there has not been a Material Adverse Effect.

Section 3.9 Tax Matters.

(a) Each Company Entity has (i) timely filed, or caused to be filed, all income and other material Tax Returns that it was required to file on or prior to the date hereof, taking into account all permitted extensions, and (ii) timely paid or caused to be paid all material Taxes owed by it, whether or not shown to be due and payable on its Tax Returns. All such Tax Returns were correct and complete in all material respects as of the date hereof. There are no Liens for Taxes on any of the assets of any Company Entity other than Permitted Liens.

(b) None of the Company Entities currently is the beneficiary of any extension of time within which to file any Tax Return with respect to material Taxes. No claim has ever been made by any Governmental Authority in a jurisdiction where such Company Entity does not file Tax Returns that any Company Entity is or may be subject to taxation by that jurisdiction.

(c) Each Company Entity has withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, partner, stockholder, beneficial owner, or other third party.

(d) (i) There are no outstanding or unsettled written claims, asserted deficiencies or assessments against any Company Entity for the assessment or collection of any material Taxes, (ii) there are no ongoing or scheduled audits, examinations or other administrative or judicial proceedings with respect to any material Taxes of any Company Entity, and (iii) none of the Company Entities is a party to any Tax indemnification, Tax allocation, Tax sharing or similar agreement with respect to material Taxes, other than Contracts entered into in the Ordinary Course of Business that are not primarily related to Taxes.

(e) No Company Entity has (A) waived any statute of limitations in respect of material Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, or (B) sought or received any Tax ruling from any Governmental Authority.

(f) For U.S. federal tax purposes, each Company Entity's classification and treatment is set forth below.

(i) The Company is a partnership within the meaning of Treasury Regulations Section 301.7701-3(b).

(ii) Each of the following is a business entity that is a disregarded entity pursuant to Treasury Regulations Sections 301.7701-2(c)(2) and 301.7701-3(b):

(1) Auto Funding Services, LLC ("Services LLC");

(2) Credito Real USA Receivables, LLC ("Depositor LLC");

(3) Credito Real USA Auto Receivables Trust 2021-1 ("Issuer Trust"); and

(4) CRUSAFIN Holding LP ("Holding LP").

(iii) The Company is the owner for income tax purposes of all of the assets held by Services LLC, Depositor LLC, Issuer Trust (or by its trustee for the benefit of Issuer Trust) and Holding LP.

(iv) The Company is the obligor for income tax purposes of all of the liabilities of Services LLC, Depositor LLC, Issuer Trust (or of its trust on behalf of Issuer Trust) and Holding LP.

(v) CRUSAFIN Costa Rica, S.A. ("CRSA") is a controlled foreign corporation as defined in Section 957 of the Code.

(g) No Company Entity (A) is liable for Taxes of any predecessor, (B) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was another Company Entity) or (C) has any Liability for Taxes of any Person (other than a Company Entity) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(h) Neither Buyer nor any Company Entity will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (A) any method of accounting for a taxable period (or portion thereof) ending on or before the Closing Date; (B) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. law); (C) prepaid amount received on or before the Closing Date outside the ordinary course of business; or (D) Section 951 or Section 951A of the Code with respect to any income, asset or activity of a Company Entity in a taxable period (or portion thereof) ending on or before the Closing Date.

(i) No Company Entity is or has been a party to any listed transaction as defined in Section 6707A(c)(2) of the Code or Treasury Regulations Section 1.6011-4(b).

(j) No Company Entity claimed the employee retention credit under the Coronavirus Aid, Relief and Economic Security Act (or any similar program or provisions in any jurisdiction).

(k) The representations and warranties set forth in this Section 3.9 (i) are the sole representations and warranties regarding Taxes and (ii) are made only with respect to Tax periods ending on or prior to the Closing Date and shall not be construed as a representations and

warranties with respect to any Taxes attributable to any Tax period (or portion thereof) beginning after the Closing Date or any Tax positions taken by the Company Entities in any Tax period (or portion thereof) beginning after the Closing Date.

Section 3.10 Real Property.

(a) The Company Entities do not and have not owned any real property or any interest in real property. Except for the Leased Real Property subject to the Lease Agreements, there is no material real property used by any Company Entity in, or otherwise related or necessary to, the operation of the Company Entities. The Sellers have made available to Buyer correct and complete copies of the Lease Agreements (including any amendments, extensions or renewals with respect thereto).

(b) The Leased Real Property is in good working order, operating condition and state of repair (ordinary wear and tear excepted) and has been maintained in the manner and to the standard required under the applicable Lease Agreement, except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole.

(c) The Lease Agreements are legal, valid, binding, enforceable and in full force and effect, and neither the Company Entity party thereto, nor, to the Sellers' Knowledge, any other party thereto, is in breach or default under such Lease Agreement. Except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole, (i) each Company Entity has exclusive and peaceful possession of all Leased Real Property, (ii) no Person, other than a Company Entity, leases, subleases, licenses, possesses, uses or occupies all or any portion of the Leased Real Property, and (iii) there are no outstanding options, rights of first refusals, rights of first offer or other third-party rights to purchase, use, occupy, sell, assign or dispose of the Leased Real Property or any interest therein. Except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole, there are no pending or, to the Sellers' Knowledge, threatened (in writing) proceedings to take all or any portion of the Leased Real Property or any interest therein by eminent domain or any condemnation proceeding (or the jurisdictional equivalent thereof) or any sale or disposition in lieu thereof.

Section 3.11 [Reserved].

Section 3.12 Contracts.

(a) Section 3.12(a) of the Seller Disclosure Schedule sets forth a correct and complete list (which list is arranged in subsections to correspond to the subsections of this Section 3.12(a)), as of the date hereof, of the following Contracts to which a Company Entity is a party or under which a Company Entity has any benefits, rights or Liabilities or is otherwise bound, other than the Retail Installment Sale Contracts (each, a "Material Contract"):

(i) each Contract (or group of Contracts with the same party or its Affiliates) (A) pursuant to which the Company Entities received or made payments in excess of $250,000 in the aggregate during the 12 month period ended December 31, 2022 or (B) which provides for or contemplates aggregate future payments in excess of $250,000

to or from the Company Entities during calendar year 2023, in each case excluding any Contracts disclosed under Section 3.12(a)(viii) of the Seller Disclosure Schedule;

(ii) each Contract (A) which contains any covenant which materially restricts any of the Company Entities from competing or engaging in any geographical area, activity or business or from soliciting or hiring any Person for employment or to provide services or (B) pursuant to which any Company Entity grants to any Person the exclusive right to market, distribute or resell any product or service, or to exclusively represent any Company Entity with respect to any such product or service, act as exclusive agent for any Company Entity in connection with the marketing, distribution or sale of any product or service, or similar exclusive rights; or (C) that is a sales, commission, agency, marketing, representative or similar Contract under which the Company Entities made payments exceeding $100,000 in the aggregate during the 12 month period ending December 31, 2022 or which provides for or contemplates aggregate future payments in excess of $100,000 during calendar year 2023;

(iii) each Contract (A) under which any Company Entity has created, incurred, assumed or guaranteed any material outstanding Indebtedness for borrowed money or granted a Lien on its assets, whether tangible or intangible, to secure such Indebtedness or (B) is a swap, exchange, commodity option, hedging or other derivative Contract;

(iv) each (A) joint venture, partnership or other Contract involving a sharing of profits or losses with any other Person or (B) Contract or letter of intent for the disposition or acquisition of any business, capital stock or assets by any Company Entity;

(v) each Contract or settlement with any Governmental Authority or any other Governmental Order to which any Company Entity is subject to;

(vi) each Contract for the sale of products or services that provides terms materially and adversely different from the standard terms of the Company Entities' standards/form Contracts with dealers, customers, suppliers or vendors;

(vii) each Affiliate Arrangement;

(viii) each Lease Agreement;

(ix) each Contract providing for employment or engagement of any person on a full-time, part-time, independent contractor or other basis or otherwise providing compensation to any director, employee or individual independent contractor with an annual base salary or wage rate of $100,000 or more; and

(x) Other than (i) "shrink-wrap", "click-wrap", "web-wrap" or other licenses for commercially available software with annual aggregate license and maintenance fees of less than $250,000, (ii) licenses for Open Source Material, (iii) licenses granted to a Company Entity in employee, independent contractor and consulting agreements on such Company Entity's standard form(s) therefor, which have been provided to Buyer prior to the date hereof, (iv) licenses for the use of a Trademark, name,

logo, or other identifier where the grant of the license is not material to the purpose of such Contract, (v) licenses granted by a Company Entity to customers or end users in the ordinary course of business, (vi) incidental licenses granted by a Company Entity to vendors and service providers for the purpose of providing the applicable services to Company Entity, and (vii) confidentiality agreements, each Contract that (A) grants a Company Entity any right to use any material Intellectual Property (B) permits any third-party to use, enforce or register any material Company Owned IP, including any license agreements, coexistence agreements and covenants not to use; or (C) materially restricts the right of any Company Entity to use or register any material Intellectual Property, including settlement agreements, coexistence agreements and covenants not to sue.

(b) Each Material Contract is in full force and effect, enforceable in accordance with its terms and is the legal, valid and binding obligation of the Company Entity, which is a party to such Material Contract, subject to the Remedies Exception and, to the Sellers' Knowledge, the other parties thereto. Except as set forth in Section 3.12 of the Seller Disclosure Schedule, no Company Entity, nor to the Sellers' Knowledge, any of the other parties thereto is in breach, violation or default, and, to the Sellers' Knowledge, no event has occurred which with notice or lapse of time or both would constitute any such breach, violation or default, or permit termination, modification, or acceleration by such other parties, under such Material Contract. The Sellers have made available to Buyer an accurate and complete copy of each Material Contract, including all amendments, modifications and supplements thereto.

Section 3.13 Insurance. Section 3.13 of the Seller Disclosure Schedule contains a true, accurate and complete list of all current insurance policies maintained by or insuring any Company Entity (collectively, the "Company Insurance Policies"), including with respect to each such policy, the policy type, first named insured, policy number, carrier, term, type and amount of coverage and annual premium, and the Sellers have made available accurate and complete copies of such Company Insurance Policies to the Buyer. Sellers have provided Buyer with actual copies of run loss reports for each Company Insurance Policy since January 1, 2020. The Company Insurance Policies provide the Company Entities with insurance coverage that is customarily maintained by comparable companies in their industries. Except as set forth on Section 3.13 of the Seller Disclosure Schedule, no Company Entity has received any notice from the insurer under any such Company Insurance Policy disclaiming coverage, reserving rights with respect to a particular claim or such policy in general or canceling or materially amending any such policy, and there is no material claim by any Company Entity pending under any of the Company Insurance Policies. All premiums due and payable for such Company Insurance Policies have been duly paid.

Section 3.14 Litigation. Other than the Mexican Liquidation Proceeding, the Chapter 11 Case, the Chapter 15 Case and any adversary proceedings and contested matters commenced therein, there are (a) no outstanding Governmental Orders and (b) no Actions pending or, to the Sellers' Knowledge, threatened in writing, in each case against or involving any Company Entity that would, individually or in the aggregate, reasonably be expected to result in a material Liability to the Company Entities, taken as a whole. Section 3.14 of the Seller Disclosure Schedule sets forth a true, accurate and complete list of any Action pending or, to the Sellers' Knowledge, threatened in writing by or against each Company Entity since January 1, 2020. To the Sellers' Knowledge, there is no investigation by any Governmental Authority involving any

Company Entity or any of their respective properties, operations, assets, officers, directors, managers, agents or employees (in their respective capacities as such).

Section 3.15 Labor Matters.

(a) Section 3.15(a) of the Seller Disclosure Schedule contains a list of all persons who are employees, independent contractors or consultants of the Company Entities as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (A) name; (B) title or position (including whether full-time or part-time); (C) hire or retention date; (D) current annual base compensation rate or contract fee; (E) commission, bonus or other incentive-based compensation; and (F) a description of the fringe benefits provided to each such individual as of the date hereof.

(b) Each Company Entity is in material compliance with all Laws respecting labor, employment and employment practices, including, without limitation, all laws respecting terms and conditions of employment, health and safety, wages and hours, child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

(c) No Company Entity is a party to nor bound by any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council. No employees of any Company Entity are represented by any labor union, labor organization or works council and there are no labor agreements, collective bargaining agreements or any other labor-related agreements or arrangements that pertain to any of the employees of any Company Entity. There are no pending strikes, lockouts, work stoppages or slowdowns, pickets, boycotts, unfair labor practice charges, labor disputes, or grievances involving employees of the Company Entities.

(d) To the Sellers' Knowledge, no employee of any Company Entity is in material violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to any Company Entity or (ii) to a former employer of any such employee relating (A) that would impair the ability of, or prohibit, any such employee to be employed by any Company Entity or (B) to the knowledge or use of trade secrets or proprietary information.

(e) There are no Actions by or against any Company Entity pending, or to the Sellers' Knowledge, threatened in writing to be brought or filed, by or with any Governmental Authority in connection with the employment or termination of employment of any employee or applicant to become an employee, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay or any other employment-related matter arising under Laws. No Company Entity is party to a settlement agreement executed on or since January 1, 2020, with a current or former director, officer, employee or independent contractor of any Company Entity that involves allegations relating to sexual harassment, sexual misconduct or discrimination by either (i) an officer of any Company Entity or (ii) an employee of any Company Entity whose base compensation is or was in excess of

$110,000 per year, in each case, where such alleged conduct occurred in connection with such employee's employment with the Company Entities. To the Sellers' Knowledge, no allegations of sexual harassment or sexual misconduct have been made in the last three (3) years against (i) any officer of any Company Entity or (ii) an employee of any Company Entity whose base compensation is or was in excess of $110,000 per year, in each case, where such alleged conduct occurred in connection with such employee's employment with the Company Entities.

(f) All compensation, including wages, commissions and bonuses payable to any employees or independent contractors of the Company Entities for services performed on or prior to December 31, 2022 have been paid in full or accrued in the Company's financial records. The Company Entities have withheld all amounts required by Law or agreement to be withheld from the wages or salaries of employees and the Company Entities are not liable for any arrears of any Tax or penalties for failure to comply with the foregoing.

Section 3.16 Employee Benefits.

(a) Set forth on Section 3.16(a) of the Seller Disclosure Schedule is a true, complete and correct list of all Benefit Plans. Neither any Company Entity, nor, to the Sellers' Knowledge, any other Person has announced any plan or made any commitment to create or enter into any additional plan, arrangement, agreement or policy which would constitute a Benefit Plan if in existence on the date hereof or to amend or modify any existing Benefit Plan.

(b) Each Benefit Plan has been established, maintained and administered in all material respects in accordance with its terms and is in material compliance with all Laws, including ERISA and the Code. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualified status, or is maintained pursuant to a volume submitter or prototype document for which a favorable IRS opinion or advisory letter has been issued which may be properly relied upon by the respective Benefit Plan. All contributions to, and payments from, each Benefit Plan that are required to be made in accordance with the terms and conditions thereof and Laws (including ERISA and the Code) have been, in all material respects, timely made or properly accrued.

(c) Neither the Company Entities nor any ERISA Affiliate thereof maintains, contributes to, is required to contribute to, or has any liability with respect to (A) any defined benefit pension plan or any plan, program or arrangement subject to Title IV of ERISA, Section 302 or 303 of ERISA or Sections 412 or 436 of the Code, (B) any Multiemployer Plan (as defined in Section 3(37) of ERISA), (C) any Multiple Employer Plan (as defined in Section 413(c) of the Code), or (D) any Multiple Employer Welfare Arrangement (as defined in Section 3(40) of ERISA) and neither the Company Entities nor any ERISA Affiliate thereof has maintained, contributed to, been required to contribute to, or had any liability with respect to any plan described in clauses (A), (B), (C) or (D) above within the last six (6) years prior to the date of this Agreement.

(d) No Benefit Plan provides or has an obligation to provide post-employment medical, life insurance or other welfare benefits to any individual (other than as required under Section 4980B of the Code or any similar Law). Each "group health plan" (within the meaning of Code section 5000(b)(1)) maintained by the Company Entities is in compliance in all material respects with the applicable requirements of the Affordable Care Act all documents are in

compliance in all material respects with current Affordable Care Act requirements, to the Sellers' Knowledge, and there exists no basis upon which the Company Entities would reasonably be expected to be subject to any fine or penalty under the Affordable Care Act. The Company Entities do not sponsor any welfare plan as defined in Section 3(1) of ERISA that is a group health plan, where the benefits under which are not provided exclusively from the assets of the Company Entities or any ERISA Affiliate of the Company Entities or through insurance contracts.

(e) The Company Entities have made available to Buyer with respect to each Benefit Plan, where applicable, complete and correct copies of (A) the current plan document and amendments thereto (including all insurance contracts, evidences of coverage and other related documents); (B) the current trust agreement or other funding arrangements (including insurance policies) and amendments thereto; (C) the most recent Form 5500 annual reports; (D) the most recent summary plan description and summaries of any material modification thereto; (E) all material correspondence with the IRS, Department of Labor and Pension Benefit Guaranty Corporation regarding any Benefit Plan; (F) all discrimination testing for each Benefit Plan for the three (3) most recent plan years; (G) the most recent determination or opinion letter received from the IRS regarding the Benefit Plans; (H) the latest financial statements for the Benefit Plans; and (I) the most recent actuarial valuations, if applicable, and latest financial statement for each of the Benefits Plans.

(f) Except as set forth on Section 3.16(f) of the Seller Disclosure Schedule, there is no pending or, to the Knowledge of the Sellers, threatened, Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan or, to the Sellers' Knowledge, fiduciary of a Benefit Plan, is presently the subject of an examination, investigation or audit by any Governmental Authority or the subject of an application or filing under voluntary compliance, self-correction or similar program sponsored by any Governmental Authority (including the Employee Plans Compliance Resolution System, the Voluntary Fiduciary Correction Program or the Delinquent Filers Voluntary Correction Program). For purposes of the Benefit Plans, the Company Entities have, in all material respects, properly classified individuals providing services as independent contractors or employees, as the case may be.

(g) Except as set forth on Section 3.16(g) of the Seller Disclosure Schedule, none of the execution and delivery of this Agreement, the performance by any Party of its obligations hereunder or the consummation of the transactions (alone or in conjunction with any other event, including any termination of employment on or following the Closing Date) will (i) entitle any employee, director or other individual providing services to the Company Entities to any compensation or benefit under any Benefit Plan, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefit under any Benefit Plan, or (iii) result in any breach or violation of, or default under, or limit the Company Entities' rights to amend, modify or terminate any Benefit Plan.

(h) No Benefit Plan has engaged in any non-exempt "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) that would be expected to result in a material liability to the Company Entities. The Company Entities have not, nor to the Knowledge of the Sellers, has any other Person, engaged in any transaction with respect to any Benefit Plan that would be reasonably likely to subject the Company Entities to any material Tax or material penalty (civil or otherwise) imposed by ERISA, the Code or other Law.

(i) Each Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and that is subject to Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder during the respective time periods in which such operational or documentary compliance has been required. No Benefit Plan or individual agreement with any employee or service provider of the Company Entities provides for any actual or potential obligation to reimburse or otherwise "gross up" any Person for the interest or additional tax set forth under Section 409A(a)(1)(B) of the Code or otherwise.

(j) No Company Entity is a party to any agreement, contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or non-U.S. Tax law) in connection with the transactions contemplated by this Agreement or (ii) any amount that will not be fully deductible as a result of Section 162(m) of the Code (or any corresponding provision of state, local, or non-U.S. Tax law.

Section 3.17 Legal Compliance.

(a) Except for Laws relating to Taxes (which are addressed exclusively in Section 3.9), Laws regarding employees and related matters (which are addressed exclusively in Section 3.15), Permits (which are addressed exclusively in Section 3.19), Laws relating to intellectual property, information technology and data privacy (which are addressed exclusively in Section 3.20), the operations of the Company Entities are not being, and have not since January 1, 2020 been, conducted in violation in any material respect of any Law applicable to any relevant Company Entity, and no Company Entity (nor any Seller on behalf of any Company Entity) is in receipt of, nor has it received since January 1, 2020, any written notice with respect to any actual, alleged or potential failure to comply with any provision of Law, the Material Permits or Governmental Order. Since January 1, 2020, no Company Entity, or any of the Sellers with respect to the Company Entities, has conducted any internal investigation with respect to any potential or alleged material conflict with, defaulted under or violation of, or noncompliance with, any Law, the Material Permits or Governmental Order. To the Seller's Knowledge, as of the date of this Agreement, there is no unresolved violation with respect to any report, form, schedule, registration, statement or other document filed by, or relating to any examinations by, any Governmental Authority of any Company Entity.

(b) Since January 1, 2020, each Company Entity has complied in all material respects with all applicable Consumer Protection Laws. Since January 1, 2020, each Company Entity has conducted its operations in compliance in all material respects with applicable financial recordkeeping and reporting requirements of all Anti-Money Laundering Laws, anti-terrorist financing Laws and know-your-customer Laws administered or enforced by any Governmental Authority in jurisdictions where the applicable Company Entity conducts business.

(c) Since January 1, 2020, (i) each Company Entity and, to the Sellers' Knowledge, their respective officers, directors, agents and employees, in each case, in their capacity as such, have complied in all material respects with (A) all Anti-Bribery Laws and (B) all economic sanctions Laws including those administered by the Office of Foreign Assets Control

(collectively, "Sanctions"), in each case, solely to the extent such laws are applicable to the applicable Company Entity's business and (ii) the Company Entities have not engaged in any transactions or dealings with any Person or jurisdiction that, to the Sellers' Knowledge, is the subject or target of Sanctions. Each Company Entity has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by the Company Entities with Anti-Bribery Laws and Sanctions in all material respects, if applicable.

Section 3.18 Brokers' Fees. Except as set forth on Section 3.18 of the Seller Disclosure Schedule, no Company Entity has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of any Company Entity or Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the Transaction Documents or the consummation of the transactions contemplated hereby and thereby.

Section 3.19 Permits. Section 3.19 of the Seller Disclosure Schedule sets forth a true, accurate and complete list of the material Permits held by the Company Entities, which Permits constitute all Permits required to conduct the businesses of the Company Entities as currently conducted (the "Material Permits"). Each Company Entity is not, and has not since January 1, 2020, been, in material violation of the terms of any such Material Permits. No Company Entity has received, since January 1, 2020, any written notice of any suspension, revocation, cancellation, non-renewal or material modification, in whole or in part, of any such Material Permit, or any threat thereof. There is no Action pending that would reasonably be expected to result in the revocation or termination of any such Material Permit. There are no outstanding or unsatisfied Governmental Orders by any Governmental Authority against any Company Entity with respect to such Material Permits.

Section 3.20 Intellectual Property; Data Privacy.

(a) Section 3.20(a) of the Seller Disclosure Schedule sets forth a true, accurate and complete list of all (i) domain names, (ii) material proprietary computer software, and (iii) registered and material unregistered Trademarks or pending applications for Trademarks, in each case that are included in the Company Owned IP. The Company does not own any (x) patents or pending applications for patents, or (y) registered copyrights. Except as disclosed in Section 3.20(a) of the Seller Disclosure Schedule, all Company Owned IP that is the subject of a registration or pending application is valid and enforceable, in good standing, and all required filings and fees related to such Company Owned IP have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars. No Governmental Order has been rendered in any Action denying the validity of a Company Entity's right to register, or a Company Entity's rights to own or use, any Company Owned IP. The Company Entities own, free and clear of all Liens (except for Permitted Liens), all right, title and interest in and to the Company Owned IP. Company has not granted any material right, license or interest in or to the Company Owned IP to any third party.

(b) To the Sellers' Knowledge, no third party is infringing upon, misappropriating or otherwise violating any Company Owned IP, and since January 1, 2020, until the date of this Agreement, the Company Entities have not sent any notice to or asserted or threatened in writing any action or claim against any Person involving or relating to any Company

Owned IP. Except as would not, individually or in the aggregate, impose a material Liability on the Company Entities, the conduct of the business of the Company Entities in the manner formerly conducted, currently conducted and as currently contemplated by Sellers or the Company Entities to be conducted, did not and does not infringe upon, misappropriate, dilute or otherwise violate any Intellectual Property owned by a third party. The Company Entities have not received any written communication since January 1, 2020, alleging that any Company Entity has infringed or, misappropriated, diluted or otherwise violated any material Intellectual Property of any Person. Except as set forth in Section 3.20(b) of the Seller Disclosure Schedule, on the Closing Date, the Company Entities will have the right and license to use all in-bound Intellectual Property licenses, in the same manner and subject to the same limitations and scope as the applicable Company Entity had immediately prior to the Closing, except, in each case, as would not, individually or in the aggregate, impose a material Liability on the Company Entities.

(c) The Company Entities are in material compliance with all applicable Data Protection Laws. To the Knowledge of the Sellers, there have been no failures, unauthorized disclosures or uses of Personal Data, security breaches or other material adverse events affecting the software, computer hardware, firmware, networks, interfaces and related systems used by and under the control of the Company Entities or the Sellers (collectively, "IT Systems"). The Company Entities provide for the back-up and recovery of material data and have implemented commercially reasonable disaster recovery plans and procedures. The Company Entities and the Sellers have taken commercially reasonable steps for a business engaged in the industries in which they are engaged (including implementing and monitoring compliance with adequate measures with respect to technical and physical security) designed to protect the integrity and security of the IT Systems and the information stored therein (including all Personal Data, trade secrets and other confidential information owned, collected, protected or maintained by the Company Entities and the Sellers) from misuse or unauthorized use, access, disclosure or modification by third parties. The IT Systems (a) are adequate for the operation of the business of the Company Entities and the Sellers as currently conducted, (b) to Sellers' Knowledge, perform in material conformance with their documentation and (c) are to Sellers' Knowledge free from any virus, Trojan horse, or "back door" material defect, other than for manufacturers' design defects. To the Knowledge of the Sellers, the Company Entities have not experienced any loss, damage, or unauthorized access, disclosure, use, or breach of security of any Personal Data in any Company Entity's possession, custody, or control, or otherwise held or processed on its behalf.

(d) The representations and warranties in this Section 3.20 are the sole and exclusive representations and warranties relating to intellectual property and data privacy matters.

Section 3.21 Affiliate Transactions. None of the Sellers, nor any directors or officers of the Company, nor any of their respective Affiliates (a) is party to any Contract with any Company Entity (other than (x) employment arrangements entered into in the Ordinary Course of Business and (y) any agreement or transaction which is not substantially less favorable to the applicable Company Entity as would reasonably be expected to be obtained by such Company Entity at the time in a comparable arm's length transaction with a Person not affiliated with such

Company Entity), or (b) owns any material property or right, tangible or intangible, that is used by any Company Entity.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES REGARDING EACH SELLER

On the date hereof and as of the Closing Date, each Seller represents and warrants, severally and not jointly (and only as to itself or himself and not as to the other Seller), to Buyer, except as set forth in the corresponding sections of the Seller Disclosure Schedule, as follows:

Section 4.1 Organization; Legal Capacity. Parent is an entity duly organized, validly existing, and in good standing under the Laws of Mexico. CRUSA Inc. is an entity duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seagrave is an individual domiciled in the State of Florida. Subject to the necessary authority from the Bankruptcy Court, the Mexican Liquidation Court and/or the Mexican Liquidator, as applicable, Parent and CRUSA, Inc. have all requisite corporate power and authority to carry on their business as currently conducted, and to own, lease and operate their properties where such properties are now owned, leased or operated, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 4.2 Authorization; Enforceability. Parent and CRUSA Inc. have, subject to the Bankruptcy Court's entry of the Sale Order and any necessary approvals from the Mexican Liquidation Court, all requisite corporate power and authority, and Seagrave has all legal capacity, power and authority, in each case, to execute and deliver this Agreement and the other Transaction Documents to which such Seller is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transaction and the transactions contemplated hereby and by the Transaction Documents. The execution, delivery and performance by Parent and CRUSA Inc. of this Agreement and such other Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary company or other action on the part of Parent and CRUSA Inc., as applicable. This Agreement has been, and each Transaction Document to which such Seller, and with respect to Parent, subject to the Bankruptcy Court's entry of the Sale Order and any necessary approvals from the Mexican Liquidation Court, is or will be a party has been or will be, duly executed and delivered by such Seller and constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, subject to the Remedies Exception.

Section 4.3 Title.

(a) Upon the terms and subject to the conditions contained in this Agreement and, with respect to Parent and CRUSA Inc., subject to requisite Bankruptcy Court approvals and the terms of the Sale Order and any necessary approvals from the Mexican Liquidation Court, such Seller is (or, in the case of Parent, will be after the consummation of the Reorganization) the record, legal and beneficial owner of the Acquired Interests set forth opposite such Seller's name on Section 3.3 of the Seller Disclosure Schedule (and other than as otherwise set forth on Section 3.3 of the Seller Disclosure Schedule, owns (or, in the case of Parent, will own after the consummation

of the Reorganization), of record or beneficially, no other Interests in the Company or any Company Entity), and such Seller has good and marketable title to such Acquired Interests, free and clear of all Liens. Such Seller has (or, in the case of Parent, will have after the consummation of the Reorganization) full right, power and authority to transfer and deliver to the Buyer valid title to the Acquired Interests held by such Seller, free and clear of all Liens. Subject to entry of the Sale Order, the assignments, endorsements, membership interest powers and other instruments of transfer delivered by the Sellers to the Buyer at the Closing are sufficient to transfer such Seller's entire interest, legal and beneficial, in the Acquired Interests and, immediately following the Closing, the Buyer will be the record and beneficial owner of the Acquired Interests and have good and marketable title to the Acquired Interests, free and clear of all Liens. Except pursuant to this Agreement, there is no contractual obligation pursuant to which any Seller has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any equity interests in any Company Entity.

(b) Except as set forth on Section 4.3(b) of the Seller Disclosure Schedule and this Agreement, there is no Contract pursuant to which any Seller has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any Interests in the Company Entities. There are no equityholder agreements, voting trusts, proxies or other Contracts to which any Seller is a party with respect to or concerning the purchase, sale, transfer or voting of the Acquired Interests or other Interests of any Company Entity, other than this Agreement.

Section 4.4 Brokers' Fees. With the exception of Riveron Consulting, LLC, neither Seller nor any of its or his Affiliates has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of any Company Entity or Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the other Transaction Documents to which such either Seller is or will be a party or the consummation of the Transaction. Each Seller acknowledges and agrees that it is solely liable for payment of any broker's fees owed to any brokers retained by such Seller relating to or arising from this Agreement, including any broker's fees owed by the CR Sellers to Riveron Consulting LLC.

Section 4.5 Litigation. Except for the Mexican Liquidation Proceeding and any adversary proceedings or contested matters pending in connection therewith, there are (a) no outstanding Governmental Orders and (b) no Actions pending or, to such Seller's Knowledge, threatened in writing, before any Governmental Authority, in each case against any such Seller that would, individually or in the aggregate, that would reasonably be expected to materially interfere with, prevent or materially delay the ability of such Seller to enter into and perform its obligations under this Agreement or consummate the Transaction.

Section 4.6 No Additional Representations and Warranties. Except for the express representations and warranties provided in Article III and this Article IV and any certificate delivered pursuant to this Agreement, neither of the Sellers nor any of their respective Affiliates, nor any of their respective Representatives or equity holders or any other Person acting on either Seller's behalf has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to the Sellers or any of the Company Entities (including any representation or warranty relating to financial condition, results of operations, assets or liabilities of any of the Company Entities) to Buyer, Buyer Parent or any of

their Affiliates or their respective Representatives or equity holders or any other Person, and the Sellers, on behalf of themselves and their respective Affiliates and Representatives, hereby disclaim any such other representations or warranties and no such party shall be liable in respect of the accuracy or completeness of any information provided to Buyer, Buyer Parent or any of their Affiliates or their respective Representatives or equity holders other than the express representations and warranties provided in Article III and this Article IV and any certificate delivered pursuant to this Agreement. Except for the representations and warranties contained in Article III and this Article IV (as modified by the Disclosure Schedules), Sellers are selling the Acquired Interests "as is-where is" and disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer, Buyer Parent or their Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer or Buyer Parent by any Representative of Seller). Neither of the Sellers nor any of their respective Affiliates, nor any of their respective Representatives or equity holders or any other Person acting on either Seller's behalf is, directly or indirectly, orally or in writing, making any representations or warranties regarding any pro-forma financial information, financial projections or other forward-looking prospects, risks or statements (financial or otherwise) of the Company Entities to Buyer, Buyer Parent or their Affiliates (including any opinion, information, projection or advice in any management presentation or the confidential information memorandum provided to Buyer or Buyer Parent), and the Sellers, on behalf of themselves and their respective Affiliates and Representatives, hereby disclaim all Liability and responsibility for any such information and statements. It is understood that any due diligence materials made available to Buyer, Buyer Parent or their Affiliates or their respective Representatives do not, directly or indirectly, and shall not be deemed to, directly or indirectly, contain representations or warranties of the Sellers or their respective Affiliates or their respective Representatives.

ARTICLE V

REPRESENTATIONS AND WARRANTIES REGARDING BUYER AND BUYER PARENT

On the date hereof and as of the Closing Date, each of Buyer and Buyer Parent represents and warrants to the Sellers, except as set forth in the corresponding sections of the Buyer Disclosure Schedule, as follows:

Section 5.1 Organization; Legal Capacity. Buyer is a corporation, duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of the State of Florida. Buyer has all requisite organizational power and authority to carry on its business as currently conducted by it and to own, lease and operate its properties where such properties are now owned, leased or operated. Buyer is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased by it or in which the conduct of its business requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby. Buyer Parent is a *sociedad anónima de capital variable* duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of Mexico. Buyer Parent has all requisite organizational power and authority to carry on its business as currently conducted by it and to own, lease and operate its properties where such properties are

now owned, leased or operated. Buyer Parent is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased by it or in which the conduct of its business requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.2 Authorization. Each of Buyer and Buyer Parent has all requisite organizational power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transaction and the transactions contemplated hereby and by the Transaction Documents. The execution, delivery and performance by each of Buyer and Buyer Parent of this Agreement and such other Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary corporate and other organizational action on the part of Buyer and Buyer Parent, as applicable. This Agreement has been, and each Transaction Document to which Buyer and Buyer Parent is or will be a party has been or will be, duly executed and delivered by Buyer and Buyer Parent and constitutes a legal, valid and binding obligation of Buyer and Buyer Parent, enforceable against each of them in accordance with its terms, subject to the Remedies Exception.

Section 5.3 Non-contravention. Neither the execution and delivery of this Agreement or the other Transaction Documents to which Buyer or Buyer Parent is or will be a party, nor the consummation by Buyer or Buyer Parent of the Transaction or the other transactions contemplated by this Agreement and the Transaction Documents (a) violates, conflicts with or results in the breach of any provision of the Governing Documents of Buyer, (b) violates or results in a breach of any material agreement, contract, lease, license, instrument or other arrangement to which Buyer or any of its Affiliates is a party or by which any of their respective properties are bound, or (c) assuming the accuracy of Section 3.5 and Section 4.4, and the receipt of the Consents described in Section 5.4, violates, conflicts with or results in the breach of, requires any consent or other action by any Person under, constitutes a default under or gives right to any right of notice, payment, termination, amendment, modification, cancellation or acceleration of any right or obligation of any benefit to which Buyer or Buyer Parent is entitled to, under any Permit, Governmental Order or any Law to which Buyer or Buyer Parent is subject. As of the date of this Agreement, neither Buyer or Buyer Parent is involved in any legal, administrative or arbitration Action that challenges or seeks to prevent or otherwise delay the Transaction.

Section 5.4 Government Authorizations. Assuming the accuracy of Section 3.5 and Section 4.4, and the receipt of the Consents and Regulatory Approvals described in Section 3.5, no other Consent or Regulatory Approval of, with or to any Governmental Authority is required to be obtained or made by or with respect to Buyer, Buyer Parent or any of their Affiliates in connection with the execution and delivery of this Agreement and the other Transaction Documents by Buyer and Buyer Parent or the consummation by Buyer and Buyer Parent of the Transaction.

Section 5.5 Financial Capacity. Each of Buyer and Buyer Parent has, and will have prior to the Closing, sufficient cash or other sources of immediately available funds to pay in cash the Purchase Price in accordance with the terms of Article II and for all other actions

necessary for each of them to consummate the Transaction and perform its obligations hereunder, including in respect of their obligations pursuant to Section 6.16(a)(ii). Each of Buyer and Buyer Parent acknowledges that receipt or availability of funds or financing by Buyer, Buyer Parent or any of their Affiliates shall not be a condition to their obligations hereunder. No funds to be paid to the Sellers have derived from or will have been derived from, or constitute, either directly or indirectly, the proceeds of any criminal activity or otherwise in violation of any Laws, including any Anti-Money Laundering Laws.

Section 5.6 Investment. Buyer is aware that the Acquired Interests being acquired by Buyer pursuant to the Transaction have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or under any state securities Laws. Buyer is not an underwriter, as such term is defined under the Securities Act, and Buyer is purchasing the Acquired Interests for its own account solely for investment and not with a view toward, or for sale in connection with, any distribution thereof within the meaning of the Securities Act, nor with any present intention of distributing or selling any of the Acquired Interests. Buyer and its Affiliates acknowledge that none of them may sell or otherwise dispose of the Acquired Interests except in compliance with the registration requirements or exemption provisions under the Securities Act and the rules and regulations promulgated thereunder, or any other applicable securities Laws. Buyer is an "accredited investor" as defined under Rule 501 promulgated under the Securities Act.

Section 5.7 Litigation. There are (a) no outstanding Governmental Orders and (b) no Actions pending or, to Buyer's Knowledge, threatened in writing, before any Governmental Authority, in each case against Buyer or Buyer Parent that would, individually or in the aggregate, reasonably be expected to materially interfere with, prevent or materially delay the ability of Buyer and Buyer Parent to enter into and perform their obligations under this Agreement or consummate the Transaction.

Section 5.8 Brokers' Fees. None of Buyer, Buyer Parent or any of their Affiliates has any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of the Sellers, the Company Entities or any of their Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the other Transaction Documents to which each of Buyer and Buyer Parent is or will be a party or the consummation of the Transaction. Each of Buyer and Buyer Parent acknowledges and agrees it is solely liable for the payment of any broker's fees owed to any brokers retained by any of them relating to or arising from this Agreement or the Transaction, including any broker's fees owed to Broadspan Capital.

Section 5.9 Information.

(a) Except with respect to the representations and warranties given in Articles III and IV and any certificate delivered pursuant to this Agreement, Buyer has relied solely on its own legal, tax and financial advisers for its evaluation of its investment decision to purchase the Acquired Interests and to enter into this Agreement and not on the advice of the Sellers or its legal, tax or financial advisers. Buyer acknowledges that any financial projections that may have been provided to it are based on assumptions of future operating results based on assumptions about certain events (many of which are beyond the control of the Sellers). Buyer understands that no assurances or representations can be given that the actual results of the operations of any Company

Entity will conform to the projected results for any period. Buyer specifically acknowledges that no representation or warranty has been made, and that Buyer has not relied on any representation or warranty, as to the accuracy of any projections, estimates or budgets, future revenues, future results from operations, future cash flows, the future condition (whether financial or other) of any Company Entity, or the businesses or assets thereof, or, except as expressly set forth in this Agreement, any other information or documents made available to Buyer, its Affiliates or its or their respective Representatives or equity holders.

(b) Buyer and its Representatives and equity holders, acknowledge and agree that neither of the Sellers nor any of their respective Affiliates, nor any of its or their respective Representatives or equity holders, is making any representation or warranty whatsoever, express or implied, beyond those expressly given in Article III and Article IV and the Transaction Documents, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of any of the Company Entities.

(c) The Sellers and the Company Entities have provided Buyer with such access to the facilities, books, records and personnel of the Company Entities as Buyer has deemed necessary and appropriate in order for Buyer to investigate the businesses and properties of the Company Entities to make an informed investment decision to purchase the Acquired Interests and to enter into this Agreement. Buyer (either alone or together with its advisors) has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its purchase of the Acquired Interests and is capable of bearing the economic risks of such purchase. Buyer's acceptance of the Acquired Interests on the Closing Date shall be based upon its own investigation, examination and determination with respect thereto as to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement and any certificate delivered pursuant to this Agreement or any Transaction Document.

Section 5.10 Sufficiency of Funds. Each of Buyer and Buyer Parent has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 5.11 No Outside Reliance. Except as otherwise expressly provided in this Agreement, neither Buyer nor Buyer Parent has relied and will not rely on, and Sellers are not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Acquired Interests or relating thereto made or furnished by Sellers. BUYER AND BUYER PARENT FURTHER ACKNOWLEDGE THAT SHOULD THE CLOSING OCCUR, BUYER WILL ACQUIRE THE ACQUIRED INTERESTS IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR

WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WITH RESPECT TO ENVIRONMENTAL, HEALTH OR SAFETY MATTERS).

ARTICLE VI
COVENANTS

Section 6.1 Conduct of the Company.

(a) From the date hereof until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article IX (the "Interim Period"), except as (i) set forth in Section 6.1(a) of the Seller Disclosure Schedule, (ii) may be required or not otherwise prohibited by this Agreement (including in order to consummate the Reorganization), (iii) required by Law or any Governmental Order to which Sellers or any Company Entity is bound, or (iv) otherwise consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such consent shall be deemed to have been given if Buyer does not object within five Business Days after the date on which Sellers and the Company request such consent in compliance with Section 10.3 (*Notices*)), (x) each Seller shall cause the Company to and (y) the Company shall, and shall cause the other Company Entities to:

(i) conduct the Company Entities' respective businesses and operations in all respects in the Ordinary Course of Business; and

(ii) use commercially reasonable efforts to (A) preserve and maintain the assets and properties of the Company Entities in reasonably good operating condition, ordinary wear and tear excepted for physical assets; and (B) preserve and maintain the material business relationships with customers, suppliers, distributors and others with whom the Company Entities deal in the Ordinary Course of Business.

(b) Without limiting the generality of the foregoing, during the Interim Period, except as (i) set forth in Section 6.1(b) of the Seller Disclosure Schedule, (ii) may be required or not otherwise prohibited by this Agreement (including in order to consummate the Reorganization), (iii) required by Law or any Governmental Order to which Sellers or any Company Entity is bound or (iv) otherwise consented in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such consent shall be deemed to have been given if Buyer does not object within five Business Days after the date on which Sellers and the Company request such consent in compliance with Section 10.3 (*Notices*)), (x) each Seller shall cause the Company not to and (y) the Company shall not, and shall cause the other Company Entities not to:

(i) amend the Governing Documents of any Company Entity;

(ii) (1) (x) purchase, repurchase, redeem or otherwise acquire or (y) issue, transfer, authorize, deliver, sell, grant, pledge, encumber or otherwise dispose of, any (A) Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity or (B) warrants, calls, options or other rights to acquire any Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity; or (2) split, combine, subdivide, reclassify

or otherwise alter the terms of any Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity;

(iii) declare, set aside or pay any dividend or distribution;

(iv) except as required by a change in the Accounting Standards, change any accounting methods, principles, policies or practices (including with respect to amortization, loan loss reserves, discounts, charge-offs and recoveries) of any Company Entity;

(v) sell, lease (as lessor), license, mortgage or otherwise subject to any Lien (other than Permitted Liens), allow to lapse or expire, or otherwise dispose of any properties, rights, assets or interests of any Company Entity, other than (1) in the Ordinary Course of Business pursuant to Contracts in force on the date hereof and made available to Buyer on or prior to the date hereof and, to the extent not otherwise included on the Seller Disclosure Schedule, as set forth on Section 6.1(b)(v) of the Seller Disclosure Schedule, (2) dispositions of immaterial or obsolete physical assets in the Ordinary Course of Business, (3) dispositions of delinquent or charged-off Retail Installment Sale Contracts (or the vehicle thereunder) in the Ordinary Course of Business and (4) sales of Retail Installment Sale Contracts pursuant to transactions between the Company, on the one hand, and any other Company Entity, on the other hand;

(vi) make any loans (other than with respect to Retail Installment Sale Contracts), advances or capital contributions to or investments in any Person or otherwise form, create or otherwise acquire any Interests;

(vii) merge or consolidate with, or purchase substantially all of the assets or business of, or effect or enter into any partnership or joint venture transaction (or any other corporate transaction or combination having similar effects to any of the foregoing in this clause (vii)) with, any Person;

(viii) incur any indebtedness for borrowed money or guarantee such indebtedness of another Person, or issue or sell any debt securities or other rights to acquire any debt securities, other than indebtedness incurred in the Ordinary Course of Business, including under the Existing Credit Facility;

(ix) (1) settle or compromise any Action or threatened Action, or release, dismiss or otherwise dispose of any claim, other than settlements or compromises of Actions or releases, dismissals or dispositions of claims that (A) involve the payment by the Company Entities of monetary damages in an amount not in excess of $50,000 individually or $250,000 in the aggregate (measured in the aggregate among all Company Entities, taken as a whole) and (B) do not impose restrictions on the business or operations of any Company Entity; provided, that no Company Entity shall settle or compromise any Action brought by a Governmental Authority without the Buyer's consent; or (2) enter into any Contract or arrangement with any Person (including arrangements that are not legally binding) or make any payment (regardless of form or amount) to any Person or at the

direction of any Person, in each case in respect of, arising out of or relating to any Cybersecurity Incident;

(x) enter into or modify, amend, extend or terminate, or waive, release or assign any rights or claims under, (1) any Material Contract (or Contract that would have been a Material Contract if entered into prior to the entry of this Agreement) other than in the Ordinary Course of Business and so long as such modification, amendment, extension, termination, waiver, release or assignment is not adverse in any material respect to the applicable Company Entity, other than any extensions to the Existing Credit Facility, or (2) any Affiliate Arrangement (or a Contract, arrangement, understanding, practice or other transaction that would have been an Affiliate Arrangement if entered into prior to the entry of this Agreement);

(xi) (1) make, change or revoke any material tax election or settle or compromise any material Tax Contest for a material amount of Tax; or (2) change any material Tax accounting method or annual accounting period, file any amended Tax Return, enter into a Tax sharing, allocation or indemnity agreement, enter into a "closing agreement" within the meaning of Section 7121 (or any similar provision of state, local, or foreign law), apply for or request a Tax ruling, or surrender any right to claim a Tax refund, in each case, with respect to material Taxes;

(xii) other than as required by Section 6.4, assign, transfer, cancel, let lapse or fail to use commercially reasonable efforts to obtain, maintain, extend or renew any Permit that is required for any Company Entity to operate its business as of the date of this Agreement or, if such business is changed in compliance with this Agreement, as of such time;

(xiii) assign, transfer, cancel, let lapse or fail to use commercially reasonable efforts to obtain, maintain, extend or renew any Company Insurance Policies;

(xiv) other than in the Ordinary Course of Business, (1) change, in any material respect, any underwriting, credit, collection, recovery, repossession, charge-off, score card, privacy or other similar policies, practices or procedures of any of the Company Entities as in effect on the date of this Agreement (collectively, the "Company Policies") or (2) modify, settle, waive, collect or enforce any Retail Installment Sale Contract in any manner other than in the Ordinary Course of Business in accordance with the applicable Company Policies (or fail to modify, settle, waive, collect or enforce any Retail Installment Sale Contract in the Ordinary Course of Business as required or provided by the applicable Company Policies);

(xv) other than as required by the existing terms of any Benefit Plan or Contract in effect on the date hereof: (1) grant or increase any severance or termination pay to any current or former employee or natural independent contractor of any Company Entity; (2) enter into or amend any employment, severance or termination agreement with any current or former employee or natural independent contractor of any Company Entity who has an annual base pay or fees greater than $110,000, except as set forth in Schedule 6.1(b)(xv); (3) establish, adopt, terminate or amend any Benefit Plan (including any plan,

agreement or arrangement that would be a Benefit Plan if in effect on the date hereof) other than for immaterial amendments or amendments in the Ordinary Course of Business; (4) take any action to accelerate the vesting or payment, or fund or secure the payment, of compensation or benefits under a Benefit Plan; (5) grant or increase any change-in-control or retention bonus to any current or former employee or natural independent contractor of any Company Entity; (6) amend the funding policy or contribution rate of any Benefit Plan or change any underlying assumptions to calculate benefits payable under any Benefit Plan, except as may be required by the Accounting Standards; or (7) grant any other increase in compensation, bonus or other payments or benefits payable to any current or former employee or natural independent contractor of any Company Entity who has an annual base pay or fees greater than $110,000;

(xvi) (1) modify, renew, extend, or enter into any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council, or (2) recognize or certify any labor union, labor organization, works council, or group of employees of any Company Entity as the bargaining representative for any employees of any Company Entity, in the case of (1) and (2), except as required by the terms of any such labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council;

(xvii) (1) except as set forth in Schedule 6.1(b)(xv), hire or engage any person to be an officer or employee of, or a service provider to, any Company Entity, other than the hiring or engagement of employees or service providers with annual base pay or fees not in excess of $110,000 and in the Ordinary Course of Business; or (2) terminate the employment of any current officer or employee of any Company Entity with annual base pay in excess of $110,000 other than for cause (as determined in accordance with past practice); or (3) waive, release (in whole or in part), or knowingly fail to enforce the restrictive covenant obligations of any current or former employee, independent contractor, officer or director of any Company Entity;

(xviii) grant any Person any right to register or exclusive right to use any Company Owned IP or dispose of or transfer, or permit to lapse, any Company Owned IP;

(xix) (w) purchase or acquire any real property or transfer, convey, sell or dispose of any Leased Real Property, (x) enter into any new real property agreement, (y) amend in any material respect, renew or waive any material provision of any Lease Agreement, or (z) rescind, allow to expire or terminate any Lease Agreement; or

(xx) agree, commit or Contract, whether in writing or otherwise, to do any of the foregoing.

(c) Other than the Buyer's right to consent or to withhold consent with respect to the foregoing matters, nothing contained in this Agreement shall be construed to give Buyer or any of its Affiliates, directly or indirectly, any right to control or direct the businesses of the Company Entities prior to the Closing or any other businesses or operations of the Sellers or their respective Affiliates. Subject to the terms and conditions of this Agreement, during the Interim

Period the Sellers, unless otherwise ordered by the Bankruptcy Court or the Mexican Liquidation Court (provided that Sellers have not directly or indirectly petitioned, sought, requested or moved for such order of the Bankruptcy Court or the Mexican Liquidation Court or authorized, supported or directed any other Person to petition, seek, request or move for such order of the Bankruptcy Court or the Mexican Liquidation Court) shall exercise such control and supervision of the Company Entities and of their respective businesses and operations as is consistent with the terms and conditions of this Agreement and their respective Governing Documents.

Section 6.2 Exceptions (to Conduct of the Company). Notwithstanding anything to the contrary in Section 6.1 and unless otherwise ordered by the Bankruptcy Court or the Mexican Liquidation Court, the Sellers and the Company Entities shall not be (i) prevented from undertaking or (ii) required to obtain the Buyer's consent in relation to:

(a) any matter contemplated pursuant to the express terms of this Agreement;

(b) any matter set forth in the applicable subsections of Section 6.1(b) of the Seller Disclosure Schedule;

(c) the hirings set forth in Schedule 6.1(b)(xv); and

(d) any matter required by Law, any Governmental Order or any Contract to which Sellers or any Company Entity is bound.

Section 6.3 Access to Information; Confidentiality.

(a) During the Interim Period, the Sellers and the Company shall, and the Company shall cause the other Company Entities to, upon reasonable prior notice from Buyer, permit Buyer and its Representatives, including its independent accountants, to have reasonable access to the properties, books, Contracts, personnel and other records of the Company Entities during normal business hours to the extent reasonably necessary for Buyer to familiarize itself with such matters and consummate the transactions contemplated by this Agreement; provided, that (i) such investigation shall not unreasonably disrupt personnel and operations of the Company Entities and (ii) Buyer shall use its commercially reasonable efforts to minimize any such disruption. All such requests for access to the properties, books, Contracts, personnel and other records of the Company Entities shall be made to such Representatives of the Sellers and the Company as the Sellers and the Company, as applicable, shall designate, who shall be solely responsible for coordinating all such requests. Notwithstanding anything herein to the contrary, neither the Sellers nor any Company Entity shall be required to: (i) provide access or information to Buyer or any of its Representatives, whether during the Interim Period or after the Closing, that would reasonably be expected to violate Law or cause the forfeiture of attorney-client privilege (provided that in the event that the restrictions in this clause (i) apply, the Company shall provide, or cause to be provided, to Buyer a reasonably detailed description of the information not provided and the Company shall cooperate in good faith to design and implement alternative disclosure arrangements to enable Buyer to evaluate any such information without resulting in any violation of Law or forfeiture of privilege) and (ii) provide any information relating to the sale process, bids received from other Persons in connection with the transactions contemplated by this Agreement and information and analysis (including financial analysis) relating to such bids. Buyer

acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, all documents, materials, communications, analyses and other information relating to the sale process, and bids received from Buyer and other Persons in connection with the transactions contemplated by this Agreement that are in the possession of the Company or any of its Subsidiaries as of the date hereof and through the Closing will be transferred to Sellers prior to or as of the Closing and Sellers shall not be required to grant access to such documents, materials and other information to Buyer or any of their respective Affiliates at any time. Buyer shall indemnify and hold harmless Sellers, their Affiliates and their respective Representatives for any and all losses incurred by Sellers, their Affiliates or their respective Representatives, directly arising out of actions specifically requested by Buyer pursuant to this Section 6.3.

(b) Buyer's right of access and any information obtained by Buyer, its Affiliates and Representatives in connection with the transactions contemplated by this Agreement shall be subject to the provisions of the Confidentiality Agreement. The terms of the Confidentiality Agreement are hereby incorporated by reference and shall survive the termination of this Agreement and continue in full force and effect thereafter pursuant to the terms thereof. From and as of the Closing Date, the Confidentiality Agreement shall be deemed to have been terminated by the parties thereto as it related to Confidential Information (as defined in the Confidentiality Agreement) that relates solely to the Company Entities and shall no longer be binding with respect thereto.

(c) For a period of 24 months following the Closing, each Seller shall, and shall cause its Affiliates and Representatives to, treat as confidential, non-public and proprietary, not use, not disclose to any other Person and safeguard any confidential or proprietary information to the extent relating to the Company Entities by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information as each Seller or its Affiliates and Representatives used with respect thereto prior to the execution of this Agreement, provided, that each Seller may disclose or may permit disclosure of, such information (i) to its Representatives who have a need to know such information to the extent that they are informed of their obligation to hold such information confidential to the same extent as is applicable to such Seller, (ii) to the extent that such Seller, its Subsidiaries or its or their Representatives are required to disclose any such information pursuant to applicable Law or pursuant to the applicable rules and regulations of any securities exchange applicable to listed companies, (iii) in connection with the enforcement of any right or remedy relating to this Agreement or any other Transaction Documents or the transactions contemplated hereby and thereby, (iv) in connection with any dispute or claim or any tax matter relating to such Seller's prior ownership of the applicable Acquired Interest, (v) any information that is publicly available other than in contravention of this Section 6.3, or (vi) to the extent required to be disclosed by any Governmental Authority or Governmental Order or otherwise by applicable Law or regulation. If following the Closing, a Seller or any of its respective Affiliates or Representatives are requested or required to disclose (after such Seller has used commercially reasonable efforts to avoid such disclosure and after promptly advising and consulting with Buyer about such Person's intention to make, and the proposed contents of, such disclosure) any such confidential or proprietary information pursuant to a Governmental Order, such Seller shall, or shall direct such Seller's Affiliate or Representative to, to the extent reasonably possible, provide Buyer with prompt written notice of such request so that Buyer may seek an appropriate protective order or other appropriate remedy at Buyer's sole cost. At any time that such protective order or remedy has not been

obtained, such Seller, or such Seller's Affiliate or Representative, may disclose only that portion of the confidential or proprietary information which such Person is legally required to disclose or of which disclosure is required to avoid sanction for contempt or any similar sanction, and such Seller shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such confidential or proprietary information so disclosed.

Section 6.4 Consents and Approvals.

(a) Subject to the terms and conditions hereof, during the Interim Period, each Party shall use commercially reasonable efforts to, as applicable to such Party (i) promptly take, or cause to be taken, any and all actions, and to promptly do, or cause to be done, any and all things that, in each case, may be necessary, proper or advisable under this Agreement or Law to consummate and make effective, as promptly as reasonably practicable after the date of this Agreement, the Transaction and the other transactions contemplated by this Agreement or the Transaction Documents, (ii) prepare and make, as soon as is practical following the date when Buyer is selected as Successful Bidder, all necessary, proper or advisable filings, notices or other communications in connection with the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents that may be required to obtain any necessary Consent or Regulatory Approvals prior to the Closing Date and (iii) with respect to the Consents set forth in Section 3.5(a) of the Seller Disclosure Schedule and Regulatory Approvals in Section 3.5(b) of the Seller Disclosure Schedule, as soon as is practical following the date when Buyer is selected as Successful Bidder, submit such necessary, proper or advisable filings or notices. During the Interim Period, each Party shall use commercially reasonable efforts to submit the subsequent or supplemental filings, information or documents reasonably required or requested by any Governmental Authority (or needed for any other Party to make the applicable filings or notifications such Party is required to make hereunder) as soon as practicable after getting the other Party's approval of the relevant action, and cooperate with one another in the preparation of such filings and any subsequent procedure in such manner as is reasonably necessary and appropriate. Buyer shall be responsible for the payment of all filing fees to Governmental Authorities in connection with all filings or notices to Governmental Authorities required under this Section 6.4 (including any Consents and Regulatory Approvals). No Party shall, at any time during or prior to the performance of its obligations hereunder, secure any Consent or Regulatory Approvals from any Governmental Authority in violation of Anti-Bribery Laws.

(b) Each Party shall use commercially reasonable efforts to notify the other Party(ies) promptly upon the receipt by such Party or its Affiliates or Representatives of (i) any written comments or questions from any officials of any Governmental Authority in connection with any filings or notices made pursuant to Section 6.4(a) and (ii) any written request by any Governmental Authority for amendments or supplements to any filings made with such Governmental Authority or answers to any questions, or the production of any documents, relating to an investigation of the Transaction by any Governmental Authority. Whenever any event occurs that is required by a Governmental Authority to be set forth in an amendment or supplement to any filing or notice made pursuant to Section 6.4(a), each Party shall promptly inform the other Party of such occurrence and use reasonable best efforts to cooperate in filing promptly with the applicable Governmental Authority such amendment or supplement. Without limiting the generality of the foregoing, each Party shall provide to the other Party(ies), upon request, copies

of all written correspondence between such Party and any Governmental Authority relating to Section 6.4(a).

(c) Each Party may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other Party(ies) under this Section 6.4 as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and shall not be disclosed by such outside counsel to any other Representatives of the recipient without the advance written consent of the Party providing such materials. In addition, to the extent reasonably practicable, and if and to the extent permitted under Law, all meetings with any Governmental Authority under this Section 6.4 shall include representatives of both Buyer and Sellers. Each Party shall use commercially reasonable efforts to consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, and proposals made or submitted to any Governmental Authority under Section 6.4(a).

(d) Subject to the terms and conditions hereof, in order to consummate the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents, as soon as is practical following the date when Buyer is selected as Successful Bidder but in any event during the Interim Period, each Party shall use commercially reasonable efforts to, as applicable to such Party, (i) obtain, as soon as practicable all Consents (including the Regulatory Approvals) of, or other permission or action by any Governmental Authority (including, subject to Section 10.18, any applicable regulatory authority or bankruptcy court) as are necessary for consummation of the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents, (ii) secure the expiration or termination of any applicable waiting period from a Governmental Authority, and (iii) resolve any objections asserted with respect to the Transaction or the other transactions contemplated by this Agreement or the Transaction Documents raised by any Governmental Authority or other Person.

(e) Buyer acknowledges that certain Consents and Regulatory Approvals to the Transactions may be required from Governmental Authorities and third parties to Contracts to which the Company or any of its Subsidiaries is a party, and that such Consents and Regulatory Approvals have not been obtained and may not be obtained prior to the Closing. Notwithstanding anything to the contrary herein, Buyer agrees that none of the Company Entities nor Sellers shall have any Liability whatsoever to Buyer or any of its Affiliates (and Buyer and its Affiliates shall not be entitled to assert any claims) arising out of or relating to the failure to obtain any Consents or Regulatory Approvals that may have been or may be required in connection with the Transactions or because of the default, acceleration or termination of or loss of right under any Contract or other agreement as a result thereof. Buyer further agrees that no representation, warranty or covenant of the Company Entities contained herein shall be breached or deemed breached as a result of the failure to obtain any Consent or Regulatory Approval or as a result of any such default, acceleration or termination or loss of right or any action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any Consent or Regulatory Approval or any such default, acceleration or termination or loss of right.

(f) Notwithstanding anything in this Section 6.4 to the contrary, each Party's obligations under this Section 6.4 to share information with, cooperate or otherwise communicate with the other Party is subject to compliance with, and shall be limited by, Law.

Section 6.5 Public Announcements. Unless otherwise required by or reasonably necessary to comply with Law (including (a) the Bankruptcy Code, bankruptcy rules, and applicable local rules of the Bankruptcy Court to the extent reasonably necessary to obtain entry of the Bidding Protections Order, or , if Buyer is selected as the Successful Bidder, the Sale Order and (b) in any filing made by Sellers or their Affiliates with the Bankruptcy Court and as may be necessary or appropriate in the good faith determination of Sellers or their Representatives to obtain court approval of the Transactions or in connection with conducting the Auction), orders of the Bankruptcy Court or the rules or regulations of any applicable securities exchange, and except for disclosure of matters that become a matter of public record as a result of the Mexican Liquidation Proceeding, Chapter 11 Case, or Chapter 15 Case and any filings or notices related thereto, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before either such party or their respective Affiliates or Representatives issue any other press release or otherwise makes any public statement with respect to this Agreement, the Transactions or the activities and operations of the other party with respect to this Agreement and the Transactions and shall not, and shall cause their respective Affiliates and Representatives not to, issue any such release or make any such statement without the prior written consent of Sellers or Buyer, respectively (such consent not to be unreasonably withheld, conditioned or delayed), except that no such consent shall be necessary to the extent disclosure is made on the record at a hearing in connection with this Agreement, the Mexican Liquidation Proceeding, the Chapter 11 Case, or Chapter 15 Case; provided, that nothing in this Agreement shall restrict or prohibit Sellers, Buyer or their respective Affiliates from making any announcement to their respective employees, customers and other business relations to the extent that such announcement consists solely of, or is otherwise consistent in all material respects with previous press releases, public disclosures or public statements made by any party in accordance with this Agreement, including in investor conference calls, Q&As or other publicly disclosed statements or documents, in each case to the extent such disclosure is still accurate in all material respects (and not misleading).

Section 6.6 Post-Closing Further Assurances. The Sellers and Buyer each agree that from time to time after the Closing Date, they shall execute and deliver or cause their respective Affiliates (including, with respect to Buyer, causing the Company Entities) to execute and deliver such further instruments, and take (or cause their respective Affiliates, including, with respect to Buyer, causing the Company Entities to take) such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement and the other Transaction Documents, in each instance as consistent with the Sale Order.

Section 6.7 Directors' and Officers' Indemnity . For a period of 6 years following the Closing, the Governing Documents of the Company shall contain provisions providing indemnification rights (including any rights to advancement of expenses and exculpation) with respect to the pre-Closing period that are at least as favorable to the beneficiaries of such provisions (the "Indemnified Persons") as those provisions set forth as of the date of this Agreement in the Governing Documents of the Company as of the date of this Agreement (which for the avoidance of doubt, excludes indemnification coverage as a result of the gross negligence, fraud, willful or wanton misconduct or material breach of the Governing Documents by such Indemnified Person), which provisions shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights of such Persons thereunder, unless such modification is required by Law. The Parties agree that the obligations under this Section 6.7 shall

be limited to those Indemnified Persons holding said positions within the 30 days immediately prior to the Closing, and only for their respective acts and omissions in the United States.

Section 6.8 Tax Matters.

(a) The Parties agree, for U.S. federal income (and applicable state and local) Tax purposes, that (i) the Buyer be treated as a continuation of the Company under Section 708 of the Code and (ii) the transfer of Acquired Interests by Sellers to Buyer for consideration be treated as a sale or exchange of partnership interests between the Sellers and Buyer (clauses (i) through (ii), the "Intended Tax Treatment"). The Parties will, and will cause each of their respective Affiliates to, prepare and file all Tax Returns in a manner consistent with the Intended Tax Treatment, and none of the Parties or their respective Affiliates will take any position with any Governmental Authority or otherwise that is inconsistent with the Intended Tax Treatment, except as required by Law. Sellers and Buyer agree that, with respect to the transaction described in clause (ii) above, the Purchase Price and all other amounts constituting consideration for U.S. federal income Tax purposes shall be allocated among the assets of the Company for U.S. federal income Tax purposes in a manner consistent with Section 755 of the Code and the Treasury Regulations thereunder. Within 120 days of the Closing Date, Parent will provide Buyer with a schedule (the "Allocation Schedule") reflecting such allocation and shall reasonably consider the implementation of any comments provided by Buyer upon Parent's finalization of the Allocation Schedule. Upon Parent's finalization, the Parties will, and will cause each of their respective Affiliates to, prepare and file all Tax Returns (including any statements required under Treasury Regulation Section 1.751-1(a)(3) and any allocation required under Section 755 of the Code) in a manner consistent with the Allocation Schedule, and none of the Parties will take any position with any Governmental Authority or otherwise that is inconsistent with the Allocation Schedule, except as required by Law.

(b) Parent shall prepare and file (or cause to be prepared and filed) all Tax Returns of the Company Entities for Flow-Through Income Taxes for any Pre-Closing Tax Period ("Flow-Through Tax Returns"). The distributive shares of items of income, gain, loss, deduction and credit of the Company for the taxable year that includes the Closing Date will be determined for U.S. federal and applicable state and local income Tax purposes based on the "closing of the books" method as described in Section 706(d)(1) of the Code and Treasury Regulations Section 1.706-4 (and corresponding provisions of state or local income Tax Law where applicable) as of the end of the Closing Date. To the extent a Flow-Through Tax Return also covers tax periods after the Closing Date, Parent shall deliver to Buyer a draft of such Flow-Through Tax Return for review at least 30 days prior to the due date for such Flow-Through Tax Return and shall consider in good faith any reasonable comments made by Buyers with respect to such Flow-Through Tax Return. A Section 754 election shall be made (or otherwise be in effect) with respect to any Flow-Through Tax Return for a taxable period that includes the Closing Date.

(c) Sellers shall have no liability or responsibility for, and shall in no way bear the burden of, any unpaid Taxes of any Company Entity for any Tax period. From and after the Closing Date, neither Buyer, nor any of its Affiliates (including any Company Entity), nor any Representatives thereof, shall (without the prior written consent of Parent) (i) file, or cause to be filed, any restatement or amendment of, modification to or claim for refund relating to, any Tax Return for any Pre-Closing Tax Period (including, for the avoidance of doubt, any Flow-Through

Tax Return), (ii) make, or cause or permit to be made, any Tax election that has retroactive effect to any Pre-Closing Tax Period; (iii) make the election under Section 6226 of the Code or any similar state or local income Tax Law with respect to any Pre-Closing Tax Period of any Company Entity; (iv) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Tax or deficiency with respect to any Pre-Closing Tax Period; (v) adopt or change any Tax accounting method or practice with respect to, or that has retroactive effect to, a Pre-Closing Tax Period; (vi) make or initiate discussions or examinations with any Taxing Authority with respect to a Pre-Closing Tax Period; (vii) make any voluntary disclosures with respect to Taxes respect to a Pre-Closing Tax Period; or (viii) take or fail to take any action with respect to any Company Entity, in each case, to the extent any Seller could have a liability or bear any Taxes as a result of such actions or inactions.

(d) Buyer and the Sellers shall, and shall cause their respective Affiliates to, provide to the other Party such cooperation and information, as and to the extent reasonably requested and reasonably necessary, in connection with (i) preparing, reviewing or filing any Tax Return, amended Tax Return or claim for refund of or with respect to the Company Entities, (ii) determining Liabilities for Taxes or a right to refund of Taxes of or with respect to the Company Entities or (iii) conducting any Tax Contest of or with respect to the Company Entities.

Section 6.9 Use of Names and Marks. From and after the Closing:

(a) To the extent the Seller Marks are used by the Company Entities on stationery, signage, invoices, receipts, forms, advertising and promotional materials, product, training and service literature and materials, computer programs, websites or other materials ("Marked Materials"), at the Closing, Buyer may use such Marked Materials for a period of up to nine months after the Closing Date. To the extent Seller Marks have not been removed from the corporate name of any applicable Company Entities as of the Closing Date, Buyer will use commercially reasonable efforts to cause each such Company Entity to change its corporate name to remove any Seller Marks as soon as practicable after the Closing Date.

(b) Buyer shall refrain from using any printed materials which include a statement setting forth the affiliation between a Company Entity, on the one hand, and Seller or any of its Affiliates, on the other hand ("Affiliation Statement Materials"), following the Closing Date; provided, that, so long as Buyer continues to use its commercially reasonable efforts to discontinue the use of the Affiliation Statement Materials, Buyer may continue to use the Affiliation Statement Materials existing at the Closing Date, subject to Law, for up to six months after the Closing Date.

(c) For the avoidance of doubt, nothing in this Agreement shall be deemed to prohibit Buyer or its Affiliates from using the Seller Marks (i) as required by Law, (ii) for non-marketing, historical reference purposes in relation to the Company Entities, or (iii) in archival documents existing as of the Closing.

(d) Within four months following the Closing Date, Buyer shall make the filings required, including in each Company Entity's jurisdiction of organization, to (i) eliminate the name "Credito Real", "Crusafin" and any variants thereof from the name of each Company

Entity; and (ii) reflect the change of name of such Company Entities in all applicable records of Governmental Authorities.

Section 6.10 Release.

(a) From and after the Closing, each Seller, for and on behalf of such Seller and each of such Seller's respective Affiliates (other than the Company Entities) and each of such Seller's respective Representatives, predecessors, successors, assigns and heirs (collectively with respect to each such Seller, the "Seller Releasors"), for good and valuable consideration, hereby irrevocably, unconditionally and completely waive and release and forever discharge the Company Entities and each of their respective Representatives, predecessors, successors, assigns, (such released Persons, the "Company Releasees"), of and from all Affiliate Arrangements, debts, demands, actions, causes of action, suits, accounts, covenants, Contracts, agreements, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, that any of the Seller Releasors has now or hereafter may have, arising out of or related to facts, events, circumstances or actions taken by any of the Company Releasees occurring or failing to occur, in each case, at or prior to the Closing (collectively with respect to each such Seller, the "Seller Released Claims"). Each Seller shall not, and shall cause its other Seller Releasors not to, make, assert or threaten any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any of the Company Releasees with respect to any Seller Released Claims. Notwithstanding the foregoing, this Section 6.10 shall not constitute a release from, waiver of, or otherwise apply to the terms of this Agreement or any other Transaction Document.

(b) From and after the Closing, Buyer, for and on behalf of itself and each of its Affiliates (including the Company Entities) and each of Buyer's respective Representatives, predecessors, successors, assigns and heirs (collectively, the "Buyer Releasors"), for good and valuable consideration, hereby irrevocably, unconditionally and completely waive and release and forever discharge the Sellers and each of their respective Representatives, predecessors, successors, assigns, (such released Persons, the "Seller Releasees"), of and from all Affiliate Arrangements, debts, demands, actions, causes of action, suits, accounts, covenants, Contracts, agreements, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, that any of the Buyer Releasors has now or hereafter may have, arising out of or related to facts, events, circumstances or actions taken by any of the Seller Releasees occurring or failing to occur, in each case, at or prior to the Closing (collectively, the "Buyer Released Claims"). Buyer shall not, and shall cause its other Buyer Releasors not to, make, assert or threaten any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any of the Seller Releasees with respect to any Buyer Released Claims. Notwithstanding the foregoing, this Section 6.10 shall not constitute a release from, waiver of, or otherwise apply to the terms of this Agreement or any other Transaction Document.

Section 6.11 Termination of Affiliate Arrangements. At or prior to the Closing, each Seller shall, and shall cause its Affiliates to, deliver such releases, termination agreements and discharges as are necessary to terminate and release all Affiliate Arrangements without further

payment or performance by any Company Entity such that no Company Entity shall have any further obligations or Liabilities therefor or thereunder.

Section 6.12 Bankruptcy Court Matters.

(a) Buyer and Sellers acknowledge that this Agreement and the Transaction contemplated hereby are subject to the Bidding Procedures and approval by the Bankruptcy Court and, as applicable, entry of the Bidding Protections Order and Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order, Bidding Protections Order, and the Sale Order, the Bidding Procedures Order, Bidding Protections Order, and Sale Order shall govern, as applicable. The Buyer and Sellers further agree that:

(i) the Bidding Protections Order shall approve: (1) Buyer as Stalking Horse Bidder (as defined in the Bidding Procedures), (2) Parent's entry and performance of certain obligations under this Agreement as Stalking Horse SPA (as defined in the Bidding Procedures), (3) Buyer's right to the Expense Reimbursement payable upon the terms set forth in Section 6.12(h), (4) Buyer's right to the Break-Up Fee payable upon the terms set forth in Section 6.12(h), and (5) Buyer's right to a dollar-for-dollar credit equal to the sum of the Break-Up Fee and Expense Reimbursement deemed to be included in any subsequent overbid submitted by the Buyer at the Auction.

(ii) The Sale Order shall include, *inter alia*: (1) findings that Buyer has acted in good faith and is a "good faith" purchaser for purposes of section 363(m) of the Bankruptcy Code and entitled to all of the protections afforded thereby; (2) approval of the Transaction under sections 105, 363, 365 and 1519 (or 1520, as applicable) of the Bankruptcy Code, free and clear of all Liens (other than Permitted Liens) pursuant to section 363(f) of the Bankruptcy Code on or against the Credito Real Interest after giving effect to the Reorganization; (3) a finding that Buyer is not a mere continuation of Parent and shall have no obligations with respect to any liabilities of or claims against Parent, except as may be expressly set forth in this Agreement; (4) a provision directing Parent to cause publication of a Notice of Entry of Sale Order promptly, but within two Business Days, after entry thereof in *The New York Times* and the Mexican *El Financiero* and (5) such other provisions as agreed upon between Parent and Buyer.

(b) This Agreement and the Transaction are subject to Sellers' right and ability to consider higher and better competing bids with respect to the Acquired Interests pursuant to the Bidding Procedures, Bidding Procedures Order, and Bidding Protections Order. If Sellers receive additional bids for the Acquired Interests, Sellers shall conduct an auction process for the Acquired Interests (the "Auction") in accordance with the Bidding Procedures and Bidding Protections Order and shall not amend, waive, modify or supplement the Bidding Procedures in any material respect except as provided in the Bidding Procedures, Bidding Procedures Order, the Bidding Protections Order, or any other order of the Bankruptcy Court. Following completion of any Auction, if Buyer is the Successful Bidder, neither Sellers nor their agents shall initiate contact with, solicit, encourage submission of, or respond to any inquiries, proposals or offers by any Person (except for any Back-Up Bidder) in connection with the sale or disposition of the Acquired Interests.

(c) Subject to the other terms of this Agreement and Sellers' obligations to comply with any order of the Bankruptcy Court, Sellers and Buyer shall cooperate to make all filings, take all actions and use commercially reasonable efforts to obtain any and all other approvals and orders necessary or appropriate for consummation of the Transaction. Sellers' Representative shall promptly provide Buyer with drafts of the Bidding Protections Motion, Bidding Protections Order and the Sale Order that Sellers' Representative proposes to file with the Bankruptcy Court and any revisions or amendments to such documents, and will provide Buyer with reasonable opportunity to review such filings. Sellers' Representative will also promptly provide Buyer with drafts of any other or further notice of appeal, motion, or application filed in connection with any appeal from or application for reconsideration of, any of such orders and any related briefs.

(d) Sellers shall comply with the following timeline:

(i) No later than January 19, 2023, Parent shall cause the Bidding Protections Motion to be filed;

(ii) No later than 15 days after filing the Bidding Protections Motion, the Bankruptcy Court shall have entered the Bidding Protections Order;

(iii) No later than March 3, 2023, the Bankruptcy Court shall have entered the Sale Order; and

(iv) Within two Business Days of entry of the Sale Order, Parent shall have caused the publication of a Notice of Entry of Sale Order as set forth in subsection (a) above and in the Sale Order; and

(v) Not sooner than 15 days after the entry of the Sale Order and no later than the Outside Date, the Closing shall have occurred.

(e) From and after the date hereof, Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, or staying of, or failure of the Bankruptcy Court to enter (as applicable) the Bidding Procedures Order, the Bidding Protections Order, or, if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transaction. Buyer has not colluded in connection with its offer or negotiation of this Agreement. From and after the date hereof, Buyer shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Order, the Bidding Protections Order, or if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transaction.

(f) Buyer agrees that it will promptly take such actions as are reasonably requested by the Parent or Sellers' Representative to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code; provided, however, in no event shall Buyer or Sellers be required to agree to any amendment of this Agreement.

(g) If an Auction is conducted, and Buyer is not the Successful Bidder for the Acquired Interests, Buyer shall, in accordance with and subject to the Bidding Procedures, be required to serve as the back-up bidder if Buyer is the next highest or otherwise best bidder for the Acquired Interests at the Auction (the party that is the next highest or otherwise best bidder at the Auction after the Successful Bidder, the "Back-Up Bidder") and, if Buyer is the Back-Up Bidder, Buyer shall, notwithstanding Section 9.1(b)(ii) or Section 9.1(g), be required to keep its bid to consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) open and irrevocable until the earlier of (i) the date of consummation of a transaction with the Successful Bidder, (ii) 60 days after entry of the Sale Order or (iii) the date this Agreement is otherwise terminated pursuant to ARTICLE IX. The Sale Order shall provide that, following the Auction, if the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, then Buyer, if Buyer is the Back-Up Bidder, will be deemed to have the new prevailing bid, and Parent may consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) with the Back-Up Bidder.

(h) In consideration for Buyer having expended considerable time and expense in connection with this Agreement, the Transaction and the negotiation of this Agreement, upon the consummation of any Alternative Transaction following valid termination of this Agreement under either Section 9.1(b)(ii) (*Written Agreement for Alternative Transaction*), Section 9.1(f)(i) (*Alternative Transaction Consummated*), or Section 9.1(i) (*Fiduciary Out*), provided, that Buyer is not then in breach of any provision of this Agreement, Buyer shall be deemed to have earned the Break-Up Fee and Expense Reimbursement, which shall be paid in cash, by wire transfer of immediately available funds following consummation of such Alternative Transaction out of the proceeds of such Alternative Transaction to an account designated by Buyer to Sellers' Representative, without further order of the Bankruptcy Court. Sellers hereby acknowledge that the obligation to pay the Break-Up Fee and Expense Reimbursement (to the extent due hereunder) shall survive the termination of this Agreement. The Parties acknowledge and agree that (1) the Parties have expressly negotiated the provisions of this Section 6.12(h), (2) the payment of the Break-Up Fee and Expense Reimbursement are integral parts of this Agreement, and (3) in the absence of Sellers' obligations to make these payments, Buyer would not have entered into this Agreement.

Section 6.13 Employee Matters.

(a) Sellers shall, or shall cause one of their Affiliates to, make any matching contributions owed to any employee who is employed by a Company Entity immediately prior to the Closing ("Company Continuing Employee") under the Credito Real USA 401(k) Profit Sharing Plan (the "Seller 401(k) Plan"), and shall cause all Company Continuing Employees who participate in the Seller 401(k) Plan as of immediately prior to the Closing to become fully vested in any unvested portion of their Seller 401(k) Plan accounts as of the Closing Date. Buyer shall, as of the Closing Date, make available a tax-qualified defined contribution retirement plan with a cash or deferred arrangement that is sponsored by the Buyer or one of its Affiliates (the "Buyer 401(k) Plan") that will cover Company Continuing Employees on and after the Closing Date. Buyer shall cause the Buyer 401(k) Plan to accept from each Seller 401(k) Plan the "direct rollover" of the account balance (including the in-kind rollover of notes evidencing outstanding

participant loans) of each Company Continuing Employee who participated in the Seller 401(k) Plan as of the Closing Date and who elects such direct rollover in accordance with the terms of the Seller 401(k) Plan and the Code. Sellers, Buyer and their respective Affiliates, as applicable, shall cooperate to take any and all commercially reasonable actions needed to permit each Company Continuing Employee with an outstanding loan balance under a Seller 401(k) Plan as of the Closing Date to continue to make scheduled loan payments to the Seller 401(k) Plan after the Closing Date, pending the distribution and in-kind rollover of the notes evidencing such loans from the Seller 401(k) Plan to the Buyer 401(k) Plan, as provided in the preceding sentence, so as to prevent, to the extent reasonably possible, a deemed distribution or loan offset with respect to such outstanding loans.

(b) With respect to any employee benefit plan maintained by Buyer or its Affiliates, including the Buyer 401(k) Plan and the Benefit Plans (together, the "Buyer Plans"), in which any Company Continuing Employees may participate immediately after the Closing, Buyer shall, or shall cause the Company Entities to, recognize all service of the Company Continuing Employees with the Company Entities and any of their predecessors, as the case may be as if such service were with the Company Entities or such predecessors, for vesting and eligibility purposes in any Buyer Plan in which such Company Continuing Employees may be eligible to participate after the Closing Date and benefits determination for vacation and severance benefits; provided, that such service shall not (i) be recognized to the extent that such recognition would result in a duplication of benefits, (ii) apply for purposes of any retiree medical plans or for purposes of benefit accrual under any defined benefit pension plan or for purposes of retirement treatment under any long-term incentive plan, or (iii) apply for purposes of any plan, program or arrangement (A) under which similarly situated employees of Buyer and its Affiliates do not receive credit for prior service or (B) that is grandfathered or frozen either with respect to level of benefits or participation.

(c) The provisions of this Section 6.13 are solely for the benefit of the Parties, and no current or former employee or any other individual associated with any of the Company Entities shall be regarded for any purpose as a third-party beneficiary of this Section 6.13. In no event shall the terms of this Agreement be deemed to (i) establish, amend or modify any Benefit Plan or any "employee benefit plan" as defined in Section 3(3) of ERISA, or any other benefit plan, program, agreement or arrangement maintained or sponsored by any Party or its respective Affiliates; (ii) alter or limit the ability of Buyer or its Affiliates to amend, modify or terminate any plan, employment agreement or any other benefit or employment plan, program, agreement or arrangement; or (iii) confer upon any current or former employee, officer, director or consultant any right to employment or continued employment or continued service with any Person, or constitute or create an employment agreement with any employee.

Section 6.14 Advise of Changes. Prior to the Closing, each Party shall promptly advise the other Parties of any change, development, circumstance, fact, effect, condition or event (i) that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on it, or (ii) that is, or would or would reasonably be expected to cause or constitute, a breach, nonfulfillment or failure to perform of any of such Party's representations, warranties, obligations, covenants or agreements contained in this Agreement or any Transaction Document entered into prior to the Closing; provided, that any failure to give such prompt notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a

violation of this Section 6.14 or the failure of any condition set forth in Section 7.2 or Section 7.3 to be satisfied, or otherwise constitute a breach of this Agreement by the Party failing to give such prompt notice, in each case, so long as (A) the failure to give such prompt notice was not knowing, intentional or willful and (B) the underlying breach would not independently result in a failure of the conditions set forth in Section 7.2 or Section 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.14 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or any Transaction Document or limit the remedies available to the Party receiving such notice.

Section 6.15 RWI Insurance Policy. The Parties acknowledge that, at Closing, Buyer may, at its sole election, obtain a buyer-side representations and warranties insurance policy with respect to the representations and warranties set forth in Article III and Article IV and certain other terms of this Agreement (the "R&W Policy"), with Buyer paying 100% of the costs of obtaining such Policy. Buyer and Buyer Parent acknowledge and agree that the R&W Policy, if obtained, shall at all times provide that the insurer shall have no, and shall waive and not pursue any and all, subrogation rights against the Sellers or any of their Representatives (except in the case of Fraud with respect to the representations and warranties set forth in Article III and Article IV), and the Sellers shall be a third-party beneficiary of such waiver.

Section 6.16 Existing Credit Facility Amendment.

(a) At or prior to Closing, Buyer shall:

(i) Obtain (1) an amendment, restatement, amendment and restatement or other modification of the Existing Credit Facility, on such terms and conditions as may be specified by Buyer such that the Existing Credit Facility is revised to provide terms and conditions which give due regard to (a) the organizational structure of Buyer and its Affiliates (including the Company Entities after the Closing) after giving effect to the transactions contemplated by this Agreement and (b) the operational needs of the Company Entities after giving effect to transactions contemplated by this Agreement (the "Loan Amendment"), (2) Wells Fargo Consent, and (3) termination and release of the Guaranty; provided, that in no event shall any such actions result in any monetary obligation or other Liability being imposed upon the Company prior to Closing, or the Sellers prior to, at, or after Closing, cause any adverse effect with respect to Company prior to Closing, or the Sellers prior to, at, or after Closing, or cause any decrease to the Purchase Price; or

(ii) Make all payments and satisfy any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility.

(b) Upon Buyer's written request to the Company no later than 10 Business Days prior to Closing, the Company shall use reasonable best efforts to provide the Payoff Letter to Buyer no later than three Business Days prior to Closing at the sole cost and expense of the Buyer (including with respect to any amounts payable under the Existing Credit Facility or thereunder).

(c) Buyer shall use reasonable best efforts to obtain the Loan Amendment including using reasonable best efforts to do the following: (i) provide reasonably available customary financial, business and other information regarding the Buyer and its Affiliates as may be reasonably requested by Parent or the lenders under the Existing Credit Facility and (ii) cause members of senior management of the Buyer to participate in a reasonable number of lender meetings, presentations, diligence sessions or conference calls and to meet with representatives of Wells Fargo Bank, N.A.

(d) Notwithstanding anything to the contrary, the obligation of Buyer to consummate the Transactions is not conditioned upon or subject to the obtainment of the Wells Fargo Consent or any matter arising therefrom.

Section 6.17 Reorganization. CRUSA Inc. shall, prior to the Closing, dividend the Credito Real Interest to Parent, such that following such dividend, the Company will become a direct subsidiary of Parent.

Section 6.18 Preservation of Records.

(a) For a period of seven years after the Closing Date or such other longer period as required by Law, Buyer shall preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records of the Company and its Subsidiaries (including (i) any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations and (ii) all Tax Returns, schedules, work papers and other material records or other documents relating to Taxes of the Company Entities), in each case, to the extent in the possession of Buyer and relating to the conduct of the business and operations of the Company and its Subsidiaries prior to the Closing Date (the "Books and Records"). If at any time after such seven-year period Buyer intends to dispose of any such Books and Records, Buyer shall not do so without first offering such Books and Records to Sellers and, in the event that Sellers elect to receive any such Books and Records, Buyer shall provide copies of such Books and Records, at Sellers' sole cost and expense. The provisions of this Section 6.18 shall cease to apply in the event of a sale or disposition of the Company or its Subsidiaries by Buyer; provided, that Buyer shall cause the subsequent owner(s) of such entity to assume the obligations of Buyer set forth in this Section 6.18.

(b) To the extent reasonably required in connection with any insurance claims by, Actions against, governmental investigations or Tax audits of, compliance with legal requirements by, or the preparation of financial statements of Sellers or any of their Affiliates or otherwise in connection with any other matter relating to or resulting from this Agreement, Buyer shall, and shall cause the Company and its Subsidiaries to, cooperate with Sellers and their counsel in the defense or contest, make available their personnel, and provide such reasonable access to the Books and Records as shall be necessary or reasonably requested in connection therewith, all at the sole cost and expense of Sellers; provided, that such requested cooperation shall not (A) unreasonably interfere with the ongoing operations of the Company or its Subsidiaries or (B) extend to any information that is subject to attorney-client, work product or other privilege or the sharing of which would violate Law or confidentiality restrictions (it being agreed that, in the event that any of the restrictions of this clause (B) apply, Buyer shall provide each Seller and its counsel with a reasonably detailed description of the information not provided and Buyer shall cooperate

in good faith to design and implement alternative disclosure arrangements to enable such Person to evaluate any such information without resulting in any waiver of such privilege or violation of any confidentiality restriction).

Section 6.19 Conflicts; Privileges. It is acknowledged by each of the parties hereto that Sellers, the Company and certain of its Affiliates have retained White & Case LLP ("W&C") and Richards, Layton and Finger P.A. ("RLF") to act as their counsel in connection with the transactions contemplated hereby and that W&C and RLF has not acted as counsel for any other Person in connection with the transactions contemplated hereby and that no other party to this Agreement or Person has the status of a client of W&C or RLF for conflict of interest or any other purposes as a result thereof. Buyer hereby agrees that, in the event that a dispute arises between Buyer or any of its Affiliates (including, after the Closing, the Company and its Subsidiaries) and Sellers, or any of their Affiliates (including, prior to the Closing, the Company or any of its Subsidiaries), W&C and RLF may represent Sellers or any such Affiliate in such dispute even though the interests of Sellers or such Affiliate may be directly adverse to Buyer or any of its Affiliates (including, after the Closing, the Company or its Subsidiaries), and even though W&C and RLF may have represented the Company or its Subsidiaries in a matter substantially related to such dispute, or may be handling ongoing matters for Buyer, the Company or its Subsidiaries, Buyer and the Company hereby waive, on behalf of themselves and each of their Affiliates, (a) any claim they have or may have that W&C or RLF has a conflict of interest in connection with or is otherwise prohibited from engaging in such representation, (b) agree that, in the event that a dispute arises after the Closing between Buyer or any of its Affiliates (including, after the Closing, the Company or its Subsidiaries) and Sellers, W&C and RLF may represent any such party in such dispute even though the interest of any such party may be directly adverse to Buyer or any of its Affiliates (including after the Closing, the Company or its Subsidiaries), and even though W&C and RLF may have represented the Company or its Subsidiaries in a matter substantially related to such dispute, or may be handling ongoing matters for Buyer the Company or its Subsidiaries. Buyer further agrees that, (i) as to all communications between W&C and RLF, on the one hand, and Sellers, on the other hand, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belong to Sellers and may be controlled by Sellers and shall not pass to or be claimed by Buyer, the Company or its Subsidiaries, and (ii) as to all communications between W&C and RLF, on the one hand, and the Company or its Subsidiaries, on the other hand, or among W&C, RLF, the Company, the Company's Subsidiaries or Sellers, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to evidentiary privilege belong to Sellers and may be controlled by Sellers and shall not pass to or be claimed by Buyer, the Company or its Subsidiaries. Buyer agrees to take, and to cause its Affiliates to take, all steps necessary to implement the intent of this Section 6.19. The parties hereto further agree that W&C and RLF and their respective partners and employees are third party beneficiaries of this Section 6.19.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.1 Conditions Precedent to Obligations of the Parties. The respective obligations of each Party to consummate the Transaction and other transactions contemplated by this Agreement are subject to the satisfaction (or, where legally permissible, waiver by such Party in such Party's sole discretion) at or prior to the Closing Date of each of the following conditions:

(a) No Adverse Order. There shall be no Law or Governmental Order that is in effect that prohibits, makes illegal, restrains or otherwise prevents the consummation of the Transaction or the other transactions contemplated by this Agreement.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order, and prior to the Closing, such Sale Order shall have become a Final Order, without any Governmental Order staying, reversing, modifying or amending such Sale Order in effect on the Closing Date.

(c) Reorganization. The Reorganization shall have been duly completed.

Section 7.2 Conditions Precedent to Obligations of the Sellers and the Company. The obligation of the Sellers and the Company to consummate the Transaction is subject to the satisfaction (or waiver by the Sellers, in the Sellers' sole discretion) at or prior to the Closing Date, of each of the following additional conditions:

(a) Accuracy of Buyer's Representations and Warranties.

(i) The representations and warranties of Buyer contained in this Agreement other than the Buyer Fundamental Representations, disregarding all qualifications contained herein relating to materiality or Material Adverse Effect, are true and correct as of the date hereof and shall be true and correct on and as of the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date) with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect with respect to Buyer.

(ii) The Buyer Fundamental Representations contained in this Agreement are true and correct in all respects as of the date hereof and shall be true and correct in all respects (other than de minimis inaccuracies) on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date).

(b) Covenants and Agreements of Buyer. Buyer shall have performed and complied in all material respects with all of the obligations, covenants and agreements hereunder required to be performed and complied with by it at or prior to the Closing.

(c) Certificate of Buyer. Sellers shall have received a certificate signed by a duly authorized officer of Buyer confirming the matters set forth in Section 7.2(a) and Section 7.2(b) as of the Closing.

(d) Guaranty. The Guaranty shall have been terminated in its entirety with no liability imposed upon Parent or any of its Affiliates as a result of such termination.

(e) Existing Credit Facility. Either (i) the Wells Fargo Consent shall have been obtained, or (ii) Buyer shall have made or caused to be made all payments and satisfied any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility.

Section 7.3 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transaction is subject to the satisfaction (or waiver by Buyer in Buyer's sole discretion) at or prior to the Closing Date of each of the following additional conditions:

(a) Accuracy of Sellers' and the Company's Representations and Warranties.

(i) The representations and warranties of the Sellers and Company contained in this Agreement other than the Sellers Fundamental Representations, disregarding all qualifications contained herein relating to materiality or Material Adverse Effect (other than with respect to Section 3.8(d)), are true and correct as of the date hereof and shall be true and correct, on and as of the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date) with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect with respect to Sellers or the Company Entities; provided, that the representations and warranties set forth in Section 3.8(d) shall be true and correct in all respects.

(ii) The Sellers Fundamental Representations are true and correct in all respects as of the date hereof and shall be true and correct in all respects (other than de minimis inaccuracies) on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date).

(b) Covenants and Agreements of the Sellers and the Company. The Sellers and the Company shall have performed and complied in all material respects with all of the obligations, covenants and agreements hereunder required to be performed and complied with by the Sellers or the Company (or any of them) at or prior to the Closing.

(c) Publication of Notice of Entry of Sale Order. The Sellers shall have caused a Notice of Entry of Sale Order to be published as required under Section 6.12(a)(ii) hereof and the Sale Order within two Business Days of the entry of the Sale Order by the Bankruptcy Court.

(d) Required Regulatory Approvals. Sellers shall have obtained the Required Regulatory Approvals.

(e) Certificate of the Sellers. Buyer shall have received a certificate signed by a duly authorized legal representative of Sellers' Representative confirming the matters set forth in Section 7.3(a) and Section 7.3(b) as of the Closing.

Section 7.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused by such Party's breach of or failure to comply with such applicable provision(s) of this Agreement.

ARTICLE VIII

INDEMNIFICATION AND REMEDIES

Section 8.1 Survival. None of the representations or warranties contained in this Agreement or the other Transaction Documents or any schedule, instrument or other document delivered pursuant to this Agreement or the other Transaction Documents, certificates delivered pursuant to this Agreement or the other Transaction Documents, or covenants or agreements contained in this Agreement or the other Transaction Documents (other than the covenants and agreements which by their terms contemplate performance after the Closing (each, a "Post-Closing Covenant") shall survive, and each shall terminate and be of no further force or effect as of, the Closing Date or the termination of this Agreement, and none of the Seller Group Parties shall have any liability whatsoever with respect to any such representations, warranties, covenants, agreements or certificates and no claim for breach of any such representation, warranty, covenant, agreement or certificate or any claim for detrimental reliance or other right or remedy (whether in contract, in tort or at Law or in equity) may be brought after the Closing with respect thereto against any of the Seller Group Parties. None of the covenants or other agreements contained in this Agreement or the other Transaction Documents shall survive the Closing, other than the Post-Closing Covenants, and each such Post-Closing Covenant shall survive the Closing in accordance with their respective terms and if no timeframe is specified, such Post-Closing Covenant shall survive for one (1) year following the Closing Date.

Section 8.2 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no Party shall, in any event, be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

Section 8.3 R&W Policy; Exclusive Remedy. Other than in respect of Fraud, the Parties agree that the sole and exclusive remedy for Buyer and Buyer Parent following the Closing for any claim arising out of (a) a breach of any representation or warranty set forth in this Agreement or the other Transaction Documents or any schedule, instrument or other document delivered pursuant to this Agreement or the other Transaction Documents or (b) any covenants, agreement or certificate delivered pursuant to this Agreement or the other Transaction Documents, shall be limited to a claim for indemnification pursuant to the terms, and subject to the limitations, of the R&W Policy (whether or not a R&W Policy is obtained at or prior to Closing). The Parties

shall not be entitled to a rescission of this Agreement, to any indemnification rights or other claims of any nature whatsoever in respect thereof (whether by contract, common law, statute, Law, regulation or otherwise).

ARTICLE IX

TERMINATION

Section 9.1 Termination Events. Without prejudice to other remedies which may be available to the Parties by Law or this Agreement, this Agreement may be terminated, and the Transaction may be abandoned at any time prior to the Closing solely in the following cases:

(a) by mutual written consent of the Parties;

(b) by either Sellers' Representative or Buyer:

(i) if there shall be any Law that makes consummation of the Transaction illegal or otherwise prohibited, or if any Governmental Order permanently restraining, prohibiting or enjoining Buyer or Sellers from consummating the Transaction is entered and such Governmental Order shall become final; provided, however, that no termination may be made by a Party under this Section 9.1(b)(i) if the issuance of such Governmental Order was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party; or

(ii) upon Sellers' written agreement to enter into an Alternative Transaction.

(c) by Buyer, by giving written notice to Sellers' Representative if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 7.3(a) and Section 7.3(b), and such breach has not been waived by Buyer, or, if such breach is curable, cured prior to the earlier to occur of (A) 20 days after receipt of Buyer's notice of such breach, and (B) the Outside Date; provided, that Buyer shall not have a right of termination pursuant to this Section 9.1(c) if Sellers' Representative could, at such time, terminate this Agreement pursuant to Section 9.1(h);

(d) by Buyer, if the Sale Order shall not have been entered by March 3, 2023, or at any time after entry of the Sale Order, such Governmental Order is reversed, stayed for more than 14 days, vacated or modified to the extent such modifications are reasonably expected to have a Material Adverse Effect;

(e) by Buyer, upon occurrence of any Material Adverse Effect;

(f) by Buyer, if (i) Sellers consummate an Alternative Transaction, or (ii) Buyer is neither the Successful Bidder nor the Back-Up Bidder following the Auction;

(g) by Buyer or Sellers' Representative, if the Closing shall not have occurred on or before the Outside Date, provided, however, that no termination may be made by a Party

under this Section 9.1(g) if the failure to close on or before the Outside Date was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party;

(h) by Sellers' Representative, by giving written notice to Buyer if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Sellers at Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by Sellers' Representative, or, if such breach is curable, cured by such Buyer prior to the earlier to occur of (A) 20 days after receipt of Sellers' Representative's notice of such breach, and (B) the Outside Date; provided, that Sellers' Representative shall not have a right of termination pursuant to this Section 9.1(h) if Buyer could, at such time, terminate this Agreement pursuant to Section 9.1(c); or

(i) by Parent, if the court-appointed provisional liquidator or other governing body of Parent determines, upon advice from outside legal counsel, that not proceeding with the Transaction or terminating this Agreement is in the best interests of Parent's estates and creditors, and is necessary for such governing body to fulfill its fiduciary obligations under Law (the "Fiduciary Duty"), including to pursue an Alternative Transaction. For the avoidance of doubt, and subject to the terms and conditions of this Agreement (including Buyer's right to terminate this Agreement in accordance with this Section 9.1), Parent retains the right to pursue any transaction or restructuring strategy that, in Parent's business judgment, will maximize the value of its estate.

Each condition set forth in this Section 9.1 pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in this Section 9.1 is applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

Section 9.2 Effect of Termination. In the event of any termination of this Agreement pursuant to Section 9.1, the Party(ies) so terminating this Agreement shall provide written notice to the other Party(ies) specifying the provisions hereof pursuant to which such termination is made, and, except as otherwise set forth in this Section 9.2, this Agreement shall forthwith become null and void and of no effect and all rights and obligations of the Parties hereunder shall terminate without any Liability on the part of any Party in respect thereof, except that (a) provisions of, and the obligations of the Parties under Section 2.3 (*Deposit*), Section 6.3 (*Access to Information; Confidentiality*), Section 6.5 (*Public Announcements*), Section 6.12(h) (*Break-Up Fee and Expense Reimbursement*), this Section 9.2 and Article X, and to the extent applicable in respect of such Sections and Article, ARTICLE I (*Definitions*), of this Agreement shall remain in full force and effect in accordance with their terms, and (b) such termination shall not relieve any Party of any Liability for any Fraud or breach of this Agreement prior to such termination; provided that, notwithstanding anything to the contrary herein, (i) the sole and exclusive remedies of Buyer and Buyer Parent for any breach of this Agreement by Sellers shall be, if applicable, to terminate this Agreement pursuant to Section 9.1(c), and (ii) in no event shall Sellers or the Company Entities be liable for monetary damages in connection with this Agreement and the Transactions except for payment of the Break-Up Fee and Expense Reimbursement to the extent payable. In the event of any termination of this Agreement pursuant to Section 9.1, the

Company shall cause all filings, applications and other submissions made pursuant to this Agreement to be withdrawn from the Governmental Authorities to which they were made.

ARTICLE X

MISCELLANEOUS

Section 10.1 Parties in Interest. Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than (a) the Parties and their respective permitted successors and assigns, (b) the Indemnified Persons with respect to Section 6.7, and (c) the Sellers' Counsel with respect to Section 10.13, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement.

Section 10.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. No Party may assign (by contract, stock sale, merger, other business combination, any other transaction involving a Party or any Affiliate thereof that would have the same or substantially similar economic or substantive effect to any of the foregoing (including by way of any derivative arrangement), operation of Law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the express prior written consent of the other Parties, and any attempted assignment, without such consent, shall be null and void. Notwithstanding the foregoing, from and after the Closing, the Buyer may assign this Agreement or any of its rights, interests, or obligations hereunder to an Affiliate; provided that (x) no such assignment shall relieve Buyer of any liability hereunder and (y) Buyer may not assign this Agreement or any of its rights, interests or obligations hereunder after the date which is two Business Days after entry of the Sale Order. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including any liquidating trustee, responsible Person or similar representative for Sellers or Sellers' bankruptcy estates appointed in connection with the Mexican Liquidation Proceeding.

Section 10.3 Notices. All notices and other communications required or permitted to be given by any provision of this Agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, or by electronic mail, charges prepaid and addressed to the intended recipient as follows, or to such other addresses or numbers as may be specified by a Party from time to time by like notice to the other Parties:

(a) If to Parent or CRUSA Inc.:

Credito Real USA, Inc.
Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez

03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(b) If to Seagrave:

1475 W Cypress Creek Road, Suite 300
Fort Lauderdale, Florida 33309
Email: scot@crealusa.com
Attention: Scot Seagrave

(c) If to the Company prior to the Closing, to the Sellers.

Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez
03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(d) If to Sellers' Representative:

Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez
03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(e) In each case of (a), (b), (c) and (d), with a copy to:

White & Case LLP
609 Main St., 29th Floor
Houston, TX 77002
Attention: Bill Parish
Email: bill.parish@whitecase.com

(f) If to the Buyer or Buyer Parent or, after the Closing, the Company:

Bepensa Capital Inc.
7227 N.W. 74 Avenue
Miami, Florida 33166
Attention: Jose Juan Vazquez Basaldúa
Email: jvasquezb@benepsa.com

(g) In the case of (f), with a copy to:

Lic. Pablo E. Romero Gonzalez
Director Jurídico
Bepensa
Calle 60 Diagonal No. 496
Entre 59 y 61
Fracc. Parque Industrial
Mérida Yucatán 97300
Mexico

Tel. 011 52 (999) 176 9100
Email: promerog@bepensa.com

and

Stephen P. Walroth-Sadurní, Esq.
Walroth-Sadurní Law
Columbus Center
1 Alhambra Plaza
Penthouse
Coral Gables, Florida 33134
Tel. 305.330.6401
Email: walroth.s@walsadlaw.com

and

Tracy L. Klestadt, Esq.
Klestadt Winters Jureller Southard & Stevens, LLP
200 West 41st Street
17th Floor
New York, NY 10036-7203
Tel. 212.972.3000
Email: TKlestadt@Klestadt.com

All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received (i) when delivered by hand or transmitted by email (provided that the sender does not receive an automatic message of non-delivery), (ii) three Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested or (iii) one Business Day after the same are sent by a reliable overnight courier service, with confirmation of delivery from the service.

Section 10.4 Amendments and Waivers. This Agreement may not be amended, supplemented, superseded, canceled, extended or otherwise modified except in a written instrument executed by each of the Parties. No waiver by any of the Parties of any default, misrepresentation, or breach of any representation, warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver. No waiver by any party shall operate or be construed as a waiver in respect of any inaccuracy, failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after the waiver. The failure or delay of any party to assert any of its rights, remedies, powers or privileges hereunder will not constitute a waiver of such rights, nor shall any waiver on the party of any party of any such rights, remedy, power or privilege, nor any single or partial exercise of any such rights,

remedy, power or privilege, preclude, any further exercise thereof or the exercise of any other rights, remedy, power or privilege.

Section 10.5 Exhibits and Schedules. All Exhibits and Schedules and the Disclosure Schedules attached hereto are hereby incorporated herein by reference and made a part hereof as further provided herein.

Section 10.6 Headings. The table of contents and section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

Section 10.7 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.8 Entire Agreement. This Agreement (including the Schedules and the Exhibits hereto), the Sale Order, and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements or representations among the Parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

Section 10.9 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Law in an acceptable manner to the end that the Transaction is fulfilled to the greatest extent possible. Notwithstanding anything contained herein, under no circumstance shall the obligation of the Sellers to deliver the Acquired Interests be enforceable absent enforceability of the obligation of Buyer to pay the Purchase Price, and vice versa.

Section 10.10 Expenses.

(a) Buyer shall be obligated to pay any and all filing fees to the applicable Governmental Authority(ies) with respect to any filings required by Law in connection with this Agreement and the Transaction.

(b) Unless otherwise provided in this Agreement or any Transaction Document, each Party agrees to pay, without right of reimbursement from the other, all costs and expenses incurred by it incident to the negotiation, execution or performance of its obligations hereunder, including the fees and disbursements of counsel, accountants, financial advisors, experts and

consultants employed by the respective Parties in connection with the Transaction, whether or not the Transaction is consummated.

Section 10.11 No Recourse Against Non-Recourse Persons. All proceedings, claims, disputes, obligations, Liabilities, or causes of action (whether in contract or in tort, in equity or at Law, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), shall be made only against (and are those solely of) the Persons that are expressly identified as Parties in the preamble to this Agreement (the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future Representative, incorporator, equity holder or Affiliate of such Contracting Party or any past, present or future Representative, incorporator, equity holder or Affiliate of any of the foregoing (the "Non-Recourse Persons"), shall have any Liability (whether in contract or in tort, in equity or at Law, or granted by statute) for any claims, causes of action, obligations, or Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or in its negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such Liabilities, claims, causes of action and obligations against any such Non-Recourse Persons. Each Contracting Party disclaims any reliance upon any Non-Recourse Persons, in each case with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Notwithstanding anything to the contrary in this Section 10.11, nothing in this Section 10.11 shall preclude or limit a claim by any Person for Fraud.

Section 10.12 Specific Performance. Subject to the limitations set forth in Section 9.2, (a) each Party recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement shall cause the other Party or Parties to sustain irreparable harm for which it would not have an adequate remedy at Law, and therefore in the event of any such breach the aggrieved Party shall, without the posting of bond or other security (any requirement for which the Parties hereby waive), be entitled to seek the remedy of specific performance of such covenants and agreements, including injunctive and other equitable relief, in addition to any other remedy to which it might be entitled, (b) a Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement, and (c) in the event that any action is brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at Law. The Parties further agree that (i) by seeking the remedies provided for in this Section 10.12, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement, including monetary damages or in the event that the remedies provided for in this Section 10.12 are not available or otherwise are not granted, and (ii) nothing contained in this Section 10.12 shall require any Party to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 10.12 before exercising any termination right under Section 9.1 (and pursuing damages after such termination) nor shall the commencement of any Action pursuant to this Section 10.12 or anything contained in this Section 10.12 restrict or limit any Party's right to terminate this Agreement in accordance

with the terms of Section 9.1 or pursue any other remedies under or in connection with this Agreement that may be available then or thereafter.

Section 10.13 Governing Law; Exclusive Jurisdiction.

(a) EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS AGREEMENT AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, UNITED STATES OF AMERICA.

(b) Subject to Section 10.13(c), without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction, and (ii) any and all claims or proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive Notices at such locations as indicated in Section 10.3. For the avoidance of doubt, this Section 10.13 shall not apply to any claims that Buyer or its Affiliates may have against any third party following the Closing.

(c) Notwithstanding anything herein to the contrary, in the event the Chapter 15 Case or the Mexican Liquidation Proceeding are closed or dismissed, the Parties hereby agree that all claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction, shall be heard and determined exclusively in any federal court sitting in Delaware or, if that court does not have subject matter jurisdiction, in any state court located in Wilmington County, Delaware (and, in each case, any appellate court thereof), and the Parties hereby consent to and submit to the jurisdiction and venue of such courts.

Section 10.14 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed counterparts of this Agreement may be delivered by scanned image, DocuSign or other electronic means including files in .pdf or .jpeg.

Section 10.16 Currency Matters. All payments hereunder shall be made in Dollars.

Section 10.17 Disclosure Schedules. There may be included in the Seller Disclosure Schedule and Buyer Disclosure Schedule, as applicable, items and information, the disclosure of which is not required either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Article III or Article IV, with respect to the Seller Disclosure Schedule, or Article V,

with respect to the Buyer Disclosure Schedule. Inclusion of any such items or information shall not, in any case, be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is "material" or is reasonably likely to result in a Material Adverse Effect or to affect the interpretation of such term for purposes of this Agreement. The Disclosure Schedules set forth items of disclosure with specific reference to the particular Section or subsection of this Agreement to which the items or information in such Disclosure Schedules relates; provided, that any information set forth in one section or subsection pertaining to the representations and warranties of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as the case may be, shall be deemed to apply to each other section or subsection thereof pertaining to representations and warranties to the extent that it is reasonably apparent based on a plain reading of such disclosure that it is applicable to such other sections or subsections of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as the case may be. Nothing in the Seller Disclosure Schedule or Buyer Disclosure Schedule, as the case may be, shall constitute an admission of any liability or obligation of any Party to any third party, nor an admission to any third party against the interests of any or all of the Parties.

Section 10.18 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transaction contemplated hereby, without limiting in any way Buyer's rights and remedies set forth in this Agreement, will require the CR Sellers or any of their governing bodies, directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations.

Section 10.19 Several Liability. The Liability of any Seller hereunder (if any) is several and not joint. Notwithstanding any other provision of this Agreement, in no event will any Seller be liable for any other Seller's breach of such other Seller's obligations under this Agreement or the other Transaction Documents.

Section 10.20 Sellers' Representative

(a) Sellers hereby irrevocably authorize, direct and appoint Sellers' Representative to act, and Sellers' Representative hereby accepts such appointment to act, as sole and exclusive agent, attorney-in-fact and representative of Sellers, and authorize and direct Sellers' Representative to (i) take any and all actions (including executing and delivering any documents, giving and receiving notices, incurring any costs and expenses on behalf of Sellers and making any and all determinations) which may be required or permitted by this Agreement to be taken by any of them, (ii) exercise such other rights, power and authority, as are authorized, delegated and granted to Sellers' Representative pursuant to this Agreement, (iii) receive and disburse to Sellers any funds received on behalf of Sellers contemplated by this Agreement and (iv) exercise such rights, power and authority as are incidental to the foregoing. Notwithstanding the foregoing, Sellers' Representative shall have no obligation to act on behalf of Sellers except as provided herein and any certificate, instrument or document delivered pursuant hereto. Any such actions taken, exercises of rights, power or authority, and any decision or determination made by Sellers' Representative consistent therewith, shall be absolutely and irrevocably binding on each Seller and its respective successors, as if such party personally had taken such action, exercised such rights, power or authority or made such decision or determination in such party's capacity and all defenses

which may be available to any Seller to contest, negate or disaffirm the action of Sellers' Representative taken in good faith under this Agreement are waived. The powers, immunities and rights to indemnification granted to Sellers' Representative Group (as defined below) hereunder are coupled with an interest and shall be irrevocable and survive the death, incompetence, bankruptcy or liquidation of any Seller and shall be binding on any successor thereto.

(b) Each Seller agrees that (i) Sellers' Representative shall not be a fiduciary when serving as "Sellers' Representative" under this Agreement and (ii) neither Sellers' Representative, its Affiliates nor their respective contractors, agents or advisors (collectively, the "Sellers' Representative Group") shall be liable for any actions taken or omitted to be taken under or in connection with this Agreement, any certificate, instrument or document delivered pursuant hereto, or the transactions contemplated hereby or thereby, except for such actions taken or omitted to be taken resulting from Sellers' Representative's Fraud or willful misconduct. Furthermore, each Seller shall indemnify, defend and hold harmless, severally and not jointly, *pro rata* based upon such Seller's share of the sale proceeds hereunder from and against any and all losses, claims, damages, liabilities, fees, costs, expenses (including reasonable attorneys' fees and expenses of other skilled professionals and in connection with seeking recovery from insurers), judgments, fines or amounts paid in settlement paid or incurred by Sellers' Representative in connection with the performance of its obligations as Sellers' Representative.

(c) The parties agree that Buyer and its Affiliates shall be entitled to conclusively rely, without independent investigation or verification, on and shall be fully protected in relying on the appointment and authority of Sellers' Representative and on any action taken, decisions made or instructions given by Sellers' Representative, on behalf of each Seller. Payments made to or as directed by Sellers' Representative pursuant to this Agreement are sufficient and binding to the same extent as though such payments were made directly to the appropriate Seller. Buyer shall not have any responsibility or Liability for any further delivery or application of any such payment, it being agreed by Sellers that, on the terms set forth herein, (i) any payment Buyer is required to make hereunder to any Seller may be made to or as directed by Sellers' Representative on behalf of such Seller, as the case may be, (ii) Sellers shall determine among themselves the amount due to each Seller from each payment made to or as directed by Sellers' Representative hereunder, and (iii) each Seller shall look solely to Sellers' Representative for such Seller's respective share of any payment made to or as directed by Sellers' Representative hereunder.

(d) Sellers' Representative shall be entitled to, and shall not have any liability to Sellers for action in accordance with the following: (i) relying upon any signature believed by Sellers' Representative to be genuine, (ii) reasonably assuming that a signatory has proper authorization to sign on behalf of the applicable party, and (iii) requesting and relying upon the written consent or written instructions of a party; provided, that Sellers' Representative shall not have any obligation to request such consent or instructions with respect to any matter. Sellers' Representative may resign at any time following the Closing Date, upon at least 30-days' prior written notice to Buyer; provided, that for so long as Sellers' Representative or Sellers have any outstanding duties or obligations hereunder, a replacement reasonably believed to be capable of carrying out the duties and performing the obligations of Sellers' Representative hereunder shall be appointed as the "Sellers' Representative" hereunder prior to the effectiveness of any such

resignation and Sellers' Representative shall notify Buyer of such replacement at least 30-days prior to the effectiveness of such replacement.

(e) Neither Buyer nor any of its Affiliates (including, after the Closing, the Company Entities), shall have any Liability whatsoever or be held liable or accountable in any manner to any Person for any act or omission of Sellers' Representative in such capacity, including in connection with any actions or inactions of the Buyer or any of its Affiliates (including, after the Closing, the Company Entities), in reliance on any act, decision, consent, approval or instruction of Sellers' Representative.

Section 10.21 Guarantee. Buyer Parent, in order to induce the Sellers to enter into this Agreement and the other Transaction Documents, and in recognition of substantial direct and indirect benefits to Buyer Parent therefrom, hereby absolutely, unconditionally and irrevocably guarantees the due and punctual payment and performance of all of Buyer's obligations contemplated by this Agreement, including the payment (a) of the Purchase Price and (b) if applicable under Section 6.16, all obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility, in each case, pursuant to and in accordance with the terms and conditions of this Agreement (the "Guarantee" and such obligations, the "Guaranteed Obligations"). The Guarantee is valid and in full force and effect and constitutes the valid and binding obligation of Buyer Parent, enforceable in accordance with its terms. The Guarantee is an irrevocable guarantee of payment and performance (and not just of collection) and shall continue in effect notwithstanding any extension or modification of the terms of this Agreement or any assumption without the consent of the Sellers' Representative of any such guaranteed obligation by any other Person until such time as the Guaranteed Obligations have been performed in full. The obligations of Buyer Parent hereunder shall not be released or discharged, in whole or in part, or otherwise affected by or contingent upon (i) the liquidation or dissolution of, or the merger or consolidation of Buyer with or into, any Person or any sale or transfer by Buyer of all or any part of its property or assets, (ii) the bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting Buyer, (iii) any modification, alteration, amendment or addition of or to this Agreement or any of the other Transaction Documents (except to the extent such modification, alteration, amendment or addition affects the Buyer's obligations hereunder or thereunder and then only to such extent), (iv) any disability or any other defense of Buyer or any other Person (with or without notice) which might otherwise constitute a legal or equitable discharge of a surety or a guarantor or otherwise, (v) the failure or delay on the part of any Seller or the Sellers' Representative to assert any claim or demand or to enforce any right or remedy against Buyer or Buyer Parent or (vi) any change in the name or ownership of a Seller or the Company or any other person referred to herein. In connection with the foregoing, Buyer Parent waives, to the fullest extent permitted by Law, all defenses, benefits and discharges it may have or otherwise be entitled to as a guarantor or surety and further waives presentment for payment or performance, notice of nonpayment or nonperformance, demand, diligence or protest. Buyer Parent acknowledges that it will receive substantial direct and indirect benefits from the Transactions and that the waivers and agreements

by Buyer Parent set forth in this Section 10.21 are knowingly made in contemplation of such benefits.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

SELLERS:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____
Name: Fernando Alonso-de-Florida Rivero
Title: Authorized Representative

CREDITO REAL USA, INC.

By: _____
Name: Arturo Rosas Barrientos
Title: President and Secretary

SCOT SEAGRAVE

_____

COMPANY:

CREDITO REAL USA FINANCE, LLC

By: _____
Name: Scot Seagrave
Title: CEO

[*Signature Page to Purchase Agreement*]

SELLERS' REPRESENTATIVE:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____
Name: Fernando Alonso-de-Florida Rivero
Title: Authorized Representative

BUYER:

BEPENSA CAPITAL, INC.

By: _____
Name: Juan Manuel Ponce Diaz
Title: President

By: _____
Name: Alberto Ponce Gutiérrez
Title: Vice President

By: _____
Name: Jose Luis Ponce Manzanilla
Title: Vice President

BUYER PARENT:

BEPENSA CAPITAL S.A. DE C.V.

By: _____
Name: Juan Manuel Ponce Diaz
Title: Board Member

By: _____
Name: Alberto Ponce Gutiérrez
Title: Board Member

By: _____
Name: Jose Luis Ponce Manzanilla
Title: Board Member

Schedule A

Buyer Disclosure Schedule

(To be attached)

Schedule B

Seller Disclosure Schedule

(To be attached)

Schedule C

Book Value Calculation Schedule

(To be attached)

Schedule D

Required Regulatory Approvals

(To be attached)

Exhibit A

Directors' List and Company Entities' List

1. Company: Arturo Rosas Barrientos.

Exhibit B

Form of Directors' Resignation Letter

(To be attached)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 15
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.,[1]	)	Case No. 22-10630 (JTD)
Debtor in a Foreign Proceeding.	)	**Re: Docket Nos. 95, 103, 133**

ORDER (I) AUTHORIZING AND APPROVING THE SALE OF CHAPTER 15 DEBTOR'S EQUITY INTERESTS IN CRÉDITO REAL USA FINANCE, LLC FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS AND (II) GRANTING RELATED RELIEF

Upon the amended motion dated November 29, 2022 [Docket No. 103] (the "**Motion**")[2] filed by the Foreign Representative of the Mexican Liquidation Proceeding of Crédito Real, S.A.B. de C.V., SOFOM, E.N.R. ("**Crédito Real**" or the "**Chapter 15 Debtor**" and, together with its affiliates, the "**Company"**) for entry of an order (this "**Order**") pursuant to sections 105(a), 363, 1501, 1507, and 1519 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") (i) authorizing and approving the sale (the "**Sale**") of substantially all of the Chapter 15 Debtor's direct and/or indirect equity interests (the "**CRUSAFin Interests**") in a majority-owned, U.S. subsidiary, Crédito Real USA Finance, LLC ("**CRUSAFin**") to Bepensa Capital, Inc. ("**Bepensa**" or the "**Buyer**") in accordance with the terms of the purchase and sale agreement (the "**Successful SPA**") attached hereto as **Annex I**, free and clear of all Interests

[1] The last four identifying digits of the tax number and the jurisdiction in which the Chapter 15 Debtor pays taxes is Mexico – 6815. The Chapter 15 Debtor's corporate headquarters is located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Mexico City, Mexico.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Successful SPA (as defined herein) or, if not defined therein, in the Motion or the Bidding Procedures Order (as defined herein).

(defined below) as more specifically set forth in the Successful SPA, as applicable (the "**Sale Transaction**") and (ii) granting related relief; and upon the First Wagstaff Declaration [Docket No. 104], the Supplemental Declaration of Robert Wagstaff in support of the Motion [Docket No. 113], and the Declaration of Robert Wagstaff in Support of the Stalking Horse Motion [Docket No. 151] (collectively, the "**Wagstaff Declarations**"), and any other evidence submitted in support of the Motion; and the United States Bankruptcy Court for the District of Delaware (the "**Court**") having entered an order on December 15, 2022 [Docket No. 133] (as amended, supplemented or otherwise modified, the "**Bidding Procedures Order**") approving, among other things, the bidding procedures [Docket No. 133-1] (as amended, supplemented or otherwise modified, the "**Bidding Procedures**") setting the key dates and deadlines with respect to, and notice of, the proposed Sale of the CRUSAFin Interests; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and the Court having held a hearing on February [15], 2023 (the "**Sale Hearing**") to approve the Sale Transaction; and the Court having reviewed and considered (a) the Motion, (b) the objections to the Motion or the Sale, if any, (c) all other pleadings filed in support of the Motion, (d) the arguments of counsel made, and (e) the evidence presented at the Sale Hearing (if any) and any other hearing related to the Motion; and it appearing that the relief requested in the Motion is necessary to preserve the value of the Chapter 15 Debtor's assets and in the best interests of the Chapter 15 Debtor and its creditors and other parties in interest; and upon the record of the Sale Hearing (if any) and the Chapter 15 Case (as defined below); and after due deliberation thereon; and good cause appearing therefore, it is hereby,

FOUND, DETERMINED, AND CONCLUDED THAT:[3]

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference*, dated February 29, 2012 (Sleet, C.J.). This is a core proceeding under 28 U.S.C. § 157(b)(2)(P) as to which the Court has the power to enter a final judgment. Venue of the Chapter 15 Case and the Motion is proper in this District under 28 U.S.C. § 1410(1).

B. Legal Predicates. The predicates for the relief requested by the Motion are sections 105, 363, 1501, 1507, and 1519 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and Rules 2002-1(b) and 6004-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**").

C. Chapter 15 Petition Date. On July 14, 2022, the Foreign Representative commenced a case by filing the form of voluntary petition (the "**Voluntary Petition**") [Docket No. 1] and the *Verified Petition for Recognition of Foreign Main Proceeding* [Docket No. 2] (the "**Verified Petition**," together with the Voluntary Petition, the "**Petition**") for relief under chapter 15 of the Bankruptcy Code (the "**Chapter 15 Case**").

D. Bidding Procedures Order. On December 15, 2022, this Court entered the Bidding Procedures Order: (i) authorizing and approving the Bidding Procedures for the sale of the CRUSAFin Interests; (ii) scheduling an Auction and Sale Hearing; (iii) approving the form and manner of notice of the Bidding Procedures, an Auction, and the Sale Hearing; and (iv) granting related relief.

[3] The findings, determinations, and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

E. The Stalking Horse Order. On January 25, 2023, the Court entered an order: (i) approving the Foreign Representative's designation of Bepensa as the stalking horse bidder for the CRUSAFin Interests; (ii) authorizing the Chapter 15 Debtor to enter into and perform certain obligations under a sale and purchase agreement with Bepensa (the "**Stalking Horse SPA**"), subject to the solicitation of higher or otherwise better offers; (iii) approving certain Bid Protections (as defined in the Stalking Horse SPA) and authorizing the Chapter 15 Debtor to pay any amounts that may become payable to Bepensa on account of such Bid Protections pursuant to the terms and conditions of the Stalking Horse SPA; (iv) approving the form and manner of the notice of entry of the Stalking Horse Order and designation of the Stalking Horse Bid; and (v) granting related relief [Docket No. 166] (the "**Stalking Horse Order**").

F. Compliance with Bidding Procedures Order and Stalking Horse Order. As demonstrated by (i) the Wagstaff Declarations, (ii) the testimony and other evidence proffered or adduced at the Sale Hearing (if any), and (iii) the representations of counsel made on the record at the Sale Hearing (if any), the Chapter 15 Debtor and Foreign Representative have marketed the CRUSAFin Interests and conducted the sale process in compliance with the Bidding Procedures Order, the Bidding Procedures, and the Stalking Horse Order. Based upon the record of these proceedings, all of the Chapter 15 Debtor's creditors and other parties in interest, and all prospective bidders have been afforded a reasonable and fair opportunity to bid for the CRUSAFin Interests. The Buyer has complied in all respects with the Bidding Procedures Order, the Stalking Horse Order, and all other applicable orders of this Court in negotiating and entering into the Successful SPA and the Sale Transaction. The Successful SPA likewise complies with the Bidding Procedures Order, the Bidding Procedures, the Stalking Horse Order, and all other applicable orders of this Court.

G. Notice of the Sale. As evidenced by the affidavits and certificates of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing (if any), (i) proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the Stalking Horse Order, the Sale Hearing, and the Sale Transaction have been provided in accordance with sections 102(l) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rules 2002-1, 6004-1, and 9013-1 and in compliance with the Bidding Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Bidding Procedures, the Sale Hearing, and the Sale Transaction is or shall be required.

H. Notice of Cancellation of Auction. Because no Qualified Bids, other than the Stalking Horse Bid, were received by the Bid Deadline, on February 6, 2023 (in accordance with the Bidding Procedures), the Foreign Representative, on behalf of the Chapter 15 Debtor, filed a Notice of Cancellation of Auction and Designation of Successful Bidder [Docket No. 176]. The filing of such notice was good and sufficient notice of the cancellation of the Auction and designation of Bepensa as the Successful Bidder.

I. Title in the CRUSAFin Interests. Pursuant to the Successful SPA, prior to, or substantially contemporaneous with, the closing of the Sale Transaction, Crédito Real USA, Inc. will dividend the CRUSAFin Interests to the Chapter 15 Debtor (such dividend the "**Reorganization**") such that, following such dividend, the CRUSAFin Interests will be directly owned and held by the Chapter 15 Debtor and thereby constitute assets of the Chapter 15 Debtor. After giving effect to the Reorganization, the Chapter 15 Debtor will be the sole and rightful owner of the CRUSAFin Interests, and no other person will have any ownership right, title, or interests therein.

J. Corporate Approval. The Mexican Liquidator and Foreign Representative have authorized and approved the Successful SPA and all other documents contemplated thereby (collectively, the "**Transaction Documents**") and the consummation by the Chapter 15 Debtor of the transactions contemplated thereby, and either (i) are not required to obtain government, regulatory or other consents or approvals to enter into the Transaction Documents other than those expressly provided for in the Transaction Documents or (ii) have obtained or will obtain prior to the Closing any government, regulatory or other consents or approvals that are required under the Transaction Documents to consummate the Sale Transaction.

K. Opportunity to Object. A fair and reasonable opportunity to object and to be heard with respect to the Motion and the relief requested therein has been given to all interested persons and entities, including the following: (i) the U.S. Trustee; (ii) counsel to the Ad Hoc Group; (iii) counsel to Wells Fargo; (iv) counsel to The Bank of New York Mellon as indenture trustee under the indentures of certain senior unsecured notes and certain subordinated perpetual notes issued by the Chapter 15 Debtor; (v) any known affected creditor(s) asserting a lien, claim, or encumbrance against, or interest in, the CRUSAFin Interests; (vi) any party that has expressed an interest to the Chapter 15 Debtor in purchasing the CRUSAFin Interests during the last three (3) months; (vii) the Internal Revenue Service; (viii) United States Attorney for the District of Delaware; (ix) the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*); (x) the state attorneys general for all states in which the Chapter 15 Debtor conducts business; and (xi) any such other party entitled to receive notice pursuant to Bankruptcy Rule 2002 ((i) through (xi) collectively, the "**Notice Parties**").

L. Relief Urgently Needed. The relief set forth herein is consistent with the purpose of chapter 15 of the Bankruptcy Code and urgently needed to preserve the value of the Chapter 15

Debtor's assets and protect the interests of the Chapter 15 Debtor's creditors. All creditors and other parties in interest are sufficiently protected by the grant of the relief ordered hereby as required by sections 1519(a) and 1522(a) of the Bankruptcy Code.

M. Sale in Best Interest. Approval of the Motion, the Successful SPA, and the transactions contemplated thereby, including the Sale Transaction, is in the best interests of the Chapter 15 Debtor, its creditors, and other parties in interest. Consummation of the Sale at this time, and pursuant to the terms of the Successful SPA, is in the best interests of the Chapter 15 Debtor, the Chapter 15 Debtor's creditors, and other parties in interest.

N. Business Justification. Sound business reasons exist for the Chapter 15 Debtor to sell the CRUSAFin Interests. Entry into the Transaction Documents and the consummation of the transactions contemplated thereby, including the Sale Transaction, constitute a sound exercise of the Mexican Liquidator's and Foreign Representative's business judgment and such acts are in the best interests of the Chapter 15 Debtor, its creditors, and all parties in interest. The Court finds that the Foreign Representative has articulated good and sufficient business reasons justifying the Sale Transaction. Such business reasons include, but are not limited to, the following: (i) the Successful SPA constitutes the highest and best offer for the CRUSAFin Interests as no other Qualified Bid (other than the Stalking Horse Bid) was received by the Foreign Representative by the Bid Deadline despite being extended on several occasions; (ii) the consideration to be received by the Chapter 15 Debtor will consist entirely of cash, which provides immediate liquidity and certainty of value for the Chapter 15 Debtor that is compelling compared to the uncertain long-term value potential of the CRUSAFin Interests; and (iii) unless the Sale Transaction and all of the other transactions contemplated by the Successful SPA are concluded expeditiously, recoveries to

creditors may be diminished. The relief granted herein is, therefore, designed to maximize the recovery on, and realizable value of, the CRUSAFin Interests.

O. Highest and Best Bid. Given that no other Qualified Bid (other than the Stalking Horse Bid) was received by the Bid Deadline, in accordance with the Bidding Procedures, the Foreign Representative and the Mexican Liquidator, in consultation with the Consultation Party (as defined in the Bidding Procedures) determined that the Bid submitted by the Buyer and memorialized by the Successful SPA is the Successful Bid (as defined in the Bidding Procedures) and the Buyer is the Successful Bidder. The Successful SPA constitutes the overall highest and best offer for the CRUSAFin Interests. No other person or entity or group of persons or entities has offered to purchase the CRUSAFin Interests, on acceptable or more favorable terms, for an amount that would give greater economic value to the Chapter 15 Debtor than the value being provided by the Buyer pursuant to the Successful SPA in the timeframe contemplated by the Bidding Procedures Order and Stalking Horse Order. The Foreign Representative's and the Mexican Liquidator's determination, on behalf of the Chapter 15 Debtor, that the Successful SPA constitutes the highest and best offer for the CRUSAFin Interests constitutes a valid and sound exercise of their business judgment. Among other things, the Sale Transaction is the best alternative available to the Chapter 15 Debtor to maximize returns to its creditors. The terms and conditions of the Successful SPA are fair and reasonable.

P. Fair Consideration. The consideration provided by the Buyer for the CRUSAFin Interests pursuant to the Successful SPA (i) is fair and reasonable, (ii) is the highest and best offer for the CRUSAFin Interests, (iii) will provide a greater recovery for the Chapter 15 Debtor's creditors than would be provided by any other available alternative transaction related to the CRUSAFin Interests, and (iv) constitutes reasonably equivalent value, fair consideration and fair

value under the Bankruptcy Code and applicable law, including, without limitation, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act.

Q. Arms-Length Sale. The Successful SPA and Transaction Documents were negotiated, proposed and entered into by the Chapter 15 Debtor and the Buyer without collusion, in good faith, and through an arm's-length bargaining process. None of the Foreign Representative, the Mexican Liquidator, the Buyer, the Buyer Parties (as defined below), any other party in interest, or any of their respective representatives engaged in any conduct that would cause or permit the Transaction Documents, or the consummation of the Sale Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under 11 U.S.C. § 363(n), or have acted in bad faith or in any improper or collusive manner with any person or entity in connection therewith.

R. Good Faith Purchaser. The Buyer is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under 11 U.S.C. § 363(m) and any other applicable or similar bankruptcy and non-bankruptcy law. The Buyer has acted in good faith and in compliance with the terms of the Bidding Procedures, the Bidding Procedures Order, the Stalking Horse Order, and any other orders of this Court. Specifically: (i) the Buyer recognized that the Foreign Representative and Mexican Liquidator were free to deal with any other party interested in purchasing the CRUSAFin Interests; (ii) the Buyer complied in all respects with the provisions in the Bidding Procedures Order and the Stalking Horse Order; (iii) the Buyer agreed to subject its Bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer in connection with the Sale Transaction have been disclosed; (v) no common identity of directors, officers, or controlling stockholders exists among the Buyer

and the Chapter 15 Debtor; (vi) the negotiation and execution of the Transaction Documents were at arm's-length and in good faith, and at all times each of the Buyer and the Foreign Representative were represented by competent counsel of their choosing; (vii) the Buyer did not in any way induce or cause the Chapter 15 Debtor's filing of this Chapter 15 Case; and (viii) the Buyer has not acted in a collusive manner with any person or entity. The Buyer will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Successful SPA.

S. Buyer Not an Insider. The Buyer is not an "insider" or "affiliate" of the Company, as those terms are defined in section 101(31) of the Bankruptcy Code, and no common identity of incorporators, directors, or stockholders existed between the Buyer and the Company (including the Chapter 15 Debtor).

T. Free and Clear. The Chapter 15 Debtor may sell the CRUSAFin Interests free and clear of all obligations, pledges, liens, security interests, mortgages, encumbrances, claims, charges, options, and other interests of any kind or nature (other than Permitted Liens, as defined in the Successful SPA) against the CRUSAFin Interests after giving effect to the Reorganization (the "**Interests**"). Holders of an Interest in the CRUSAFin Interests to be transferred pursuant to the Successful SPA: (i) have, subject to the terms and conditions of this Order, consented to the Sale Transaction or are deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (iii) otherwise fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. Those holders of Interests who did not object or withdrew objections to the Sale Transaction and entry of this Order are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. The holders of all Interests are adequately protected with respect to the CRUSAFin Interests, thereby satisfying section 363(e) of the Bankruptcy Code; provided that such Interests shall attach solely to

the proceeds of the Sale Transaction received by the Chapter 15 Debtor in the order of their priority, and with the same validity, extent, force and effect that they have against such CRUSAFin Interests immediately prior to Closing.

U. The Buyer would not have entered into the Successful SPA and would not consummate the transactions contemplated thereby, including the Sale Transaction, (i) if the transfer of the CRUSAFin Interests were not free and clear of all Interests, including, without limitation, rights or claims based on any successor or transferee liability of any kind or nature whatsoever related to the CRUSAFin Interests (except as expressly set forth in the Successful SPA or this Order) and (ii) if the Buyer or any of its Affiliates, past, present and future members or shareholders, lenders, subsidiaries, parents, divisions, funds, agents, representatives, insurers, attorneys, successors and assigns, or any of their respective directors, managers, officers, employees, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (collectively, "**Buyer Parties**") would, or in the future could, be liable for any such Interest. The Buyer will not consummate the transactions contemplated by the Successful SPA, including the Sale Transaction, unless this Court expressly orders that none of the Buyer, the other Buyer Parties, or the CRUSAFin Interests will have any Liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Interest.

V. Not transferring the CRUSAFin Interests free and clear of all Interests would adversely impact the Chapter 15 Debtor's efforts to maximize value for the benefit of all its creditors and stakeholders, and the transfer of the CRUSAFin Interests other than pursuant to a transfer that is free and clear of all Interests would be of substantially less benefit to the Chapter 15 Debtor's creditors.

W. No Fraudulent Transfer. The Successful SPA and Transaction Documents were not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or applicable law, and none of the parties to the Successful SPA and Transaction Documents are consummating the Sale Transaction for any other fraudulent or otherwise improper purpose.

X. No Successor Liability. Pursuant to the Successful SPA, the Buyer is not purchasing all of the Chapter 15 Debtor's assets, and is not holding itself out to the public as a continuation of the Chapter 15 Debtor. The Buyer, as a result of any action taken in connection with the Sale Transaction, is not a successor to, or a mere continuation of, the Chapter 15 Debtor and there is no continuity between the Buyer and the Chapter 15 Debtor. The Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Chapter 15 Debtor. There is not substantial continuity between the Buyer and the Chapter 15 Debtor, and there is no continuity of enterprise between the Chapter 15 Debtor and the Buyer. For the purposes of this "No Successor Liability" section of this Order, all references to the Buyer shall also include the Buyer Parties.

Y. Legal, Valid Transfer. The transfer of the CRUSAFin Interests to the Buyer will be a legal, valid, and effective transfer of the CRUSAFin Interests, and will vest the Buyer as a voting Substituted Member of CRUSAFin pursuant to the 5th Amended & Restated Operating Agreement of CRUSAFin with all right, title, and interest of the Chapter 15 Debtor to the CRUSAFin Interests free and clear of all Interests, as set forth in the Successful SPA. After giving effect to the Reorganization, the CRUSAFin Interests constitute property of the Chapter 15 Debtor and good title is vested in the Chapter 15 Debtor within the meaning of section 541(a) of the Bankruptcy Code.

Z. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing (if any) establish just cause for the relief granted herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

Approval of the Sale and Successful SPA

1. The Motion and the relief requested therein are **GRANTED** and **APPROVED** as set forth herein.

2. The Successful SPA (including any amendments, supplements and modifications thereto), all other Transaction Documents, and all of the terms and conditions therein, are hereby **APPROVED** in all respects.

3. Section 363 of the Bankruptcy Code shall apply in this Chapter 15 Case with respect to the sale of the CRUSAFin Interests. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

4. Objections to the Motion, if any, or the relief requested therein, the Transaction Documents, the Sale, the entry of this Order, or the relief granted herein that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, if any, and including any reservation of rights included in such objections, are hereby **DENIED** and **OVERRULED** on the merits with prejudice. All withdrawn objections are deemed withdrawn with prejudice. Those parties who did not object to the Motion or the entry of this Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

5. The Sale Transaction authorized herein shall be of full force and effect, regardless of the Chapter 15 Debtor's lack or purported lack of good standing in any jurisdiction in which the

Chapter 15 Debtor is formed or authorized to transact business. Any automatic stay imposed by section 362 of the Bankruptcy Code for the benefit of the Chapter 15 Debtor is modified to the extent necessary to implement the Sale Transaction and the other provisions of this Order; provided, however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

6. Pursuant to sections 105(a), 105(d), 363, 1501, 1507, and 1519 of the Bankruptcy Code, the Chapter 15 Debtor, the Foreign Representative, and the Mexican Liquidator are hereby authorized and directed to take any and all actions necessary or appropriate to (a) effectuate the Reorganization, (b) sell the CRUSAFin Interests to the Buyer, (c) consummate the Sale Transaction in accordance with, and subject to the terms and conditions of, the Transaction Documents, and (d) transfer and assign all right, title and interest (including common law rights) to the CRUSAFin Interests in accordance with and subject to the terms and conditions of the Transaction Documents, in each case without further notice to or order of this Court. The Chapter 15 Debtor is specifically authorized and directed to execute and deliver, and is empowered to perform under, consummate, and implement, the Transaction Documents, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Successful SPA, including the related documents, exhibits, and schedules and to take all further actions as may be reasonably requested by the Buyer or the Buyer Parties for the purposes of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the CRUSAFin Interests, or as may be necessary or appropriate to the performance of the Chapter 15 Debtor's obligations as contemplated by the Successful SPA without further notice to or order of this Court.

7. Prior to, or substantially contemporaneously with, the Closing, Crédito Real USA, Inc. and the Chapter 15 Debtor shall complete the Reorganization.

8. Following the Closing Date, the Buyer or Buyer Parties may, but shall not be required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Chapter 15 Debtor is incorporated or has or had real or personal property (including the CRUSAFin Interests), or with any other appropriate clerk or recorded with any other appropriate recorder, and, to the extent permitted by applicable law, such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Order as of the Closing. On the Closing Date, this Order will be construed, and constitute for any and all purposes, a full and complete general assignment, conveyance, and transfer of the CRUSAFin Interests, or a bill of sale transferring good and marketable title in such assets to the Buyer. Each and every federal, state, and county governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Successful SPA.

9. All persons and/or entities that are presently, or on the Closing Date may be, in possession of some or all of the CRUSAFin Interests are hereby directed to surrender possession of the CRUSAFin Interests directly to the Buyer or its designee(s) at the Closing or at such time thereafter as the Buyer may request.

10. To the greatest extent available under applicable law, and in accordance with the Successful SPA, the Buyer shall be authorized, as of the Closing, to operate under any license, regulatory approvals, permit, registration, and governmental authorization or approval of the Chapter 15 Debtor with respect to the CRUSAFin Interests.

Free and Clear Sale

11. Pursuant to 11 U.S.C. §§ 363(b) and (f) of the Bankrutpcy Code, the sale of the CRUSAFin Interests to the Buyer free and clear of all Interests is approved in all respects. Subject to the terms and conditions of this Order, the transfer of the CRUSAFin Interests to the Buyer pursuant to the Successful SPA constitutes a legal, valid, and effective transfer of the CRUSAFin Interests, and shall vest the Buyer as a voting Substituted Member of CRUSAFin pursuant to the 5th Amended & Restated Operating Agreement of CRUSAFin with all right, title, and interest of the Chapter 15 Debtor in and to the CRUSAFin Interests free and clear of all Interests.

12. The provisions of this Order authorizing and approving the transfer of the CRUSAFin Interests free and clear of all Interests shall be self-executing, and none of the Chapter 15 Debtor, the Foreign Representative, the Mexican Liquidator, or the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

13. Subject to the terms, conditions, and provisions of this Order, all persons and entities are hereby forever prohibited and barred from taking any action that would adversely affect interfere, or be inconsistent with (a) the ability of the Chapter 15 Debtor, the Foreign Representative, or the Mexican Liquidator to sell and transfer the CRUSAFin Interests to the Buyer free and clear of all Interests in accordance with the terms of the Transaction Documents and this Order and (b) the ability of the Buyer to acquire, take possession of, use and operate the CRUSAFin Interests in accordance with the terms of the Transaction Documents and this Order; provided, however, that the foregoing restriction shall not prevent any party in interest from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

14. Except as expressly permitted by the Successful SPA or this Order, all persons and entities (including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, and other creditors), holding Interests against or in the Chapter 15 Debtor or the CRUSAFin Interests (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) arising under or out of, in connection with, or in any way relating to, the Chapter 15 Debtor, the CRUSAFin Interests or the transactions contemplated by the Successful SPA, including the Sale Transaction, are forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such persons' or entities' Interests, whether by payment, setoff, or otherwise, directly or indirectly, against the Buyer, any of its successor or assigns, the Buyer Parties, their respective property, and the CRUSAFin Interests. Following the Closing of the Sale Transaction, no party shall interfere with the Buyer's title to, or use and enjoyment of, the CRUSAFin Interests based on or related to any such Interest or based on any action the Chapter 15 Debtor or the Foreign Representative may take in the Chapter 15 Case.

15. At the Closing of the Sale Transaction, (i) each of the Chapter 15 Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in or against the CRUSAFin Interests, if any, as such Interests may have been recorded or otherwise exist and (ii) the Chapter 15 Debtor and the Buyer are authorized to take such actions as may be necessary to obtain a release of any and all Interests in, on, or against the CRUSAFin Interests, if any, to the extent contemplated hereby and by the Successful SPA. This Order constitutes authorization in all applicable jurisdictions and versions of the Uniform

Commercial Code and other applicable law for the Buyer to file UCC and other applicable termination statements with respect to all Interests in, on, or against the CRUSAFin Interests.

16. If any person or entity that has filed statements or other documents or agreements evidencing Interests in, on or against any of the CRUSAFin Interests does not deliver to the Chapter 15 Debtor or the Buyer prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of encumbrances, and any other documents necessary for the purpose of documenting the release of all Interests and other interests that the person or entity has or may assert with respect to any of the CRUSAFin Interests in any required jurisdiction, the Chapter 15 Debtor and/or the Buyer are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such persons or entity with respect to any of the CRUSAFin Interests in any required jurisdiction.

17. This Order (a) shall be effective as a determination that, at the Closing, all Interests of any kind or nature whatsoever existing as to the CRUSAFin Interests prior to the Closing and after giving effect to the Reorganization, have been, and are, unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons and entities including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and county officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the CRUSAFin Interests. The Buyer and the Chapter 15 Debtor shall take such further steps and execute such further documents, assignments, instruments, and papers as shall be

reasonably requested by the other to implement and effectuate the transactions contemplated in this paragraph. All Interests of record as of the date of this Order shall be forthwith deemed removed, and stricken as against the CRUSAFin Interests. All persons and entities described in this paragraph are authorized and specifically directed to strike all such recorded Interests against the CRUSAFin Interests from their records, official and otherwise.

18. Any and all valid and perfected encumbrances or other Interests in the CRUSAFin Interests shall solely attach to any proceeds of the Sale Transaction received by the Chapter 15 Debtor immediately upon receipt of such proceeds by the Chapter 15 Debtor in the order of priority, and with the same validity, force, and effect that they at such time have against such CRUSAFin Interests, subject to any rights, claims, and defenses of the Chapter 15 Debtor or any trustee for the Chapter 15 Debtor (including, without limitation, the Mexican Liquidator), as applicable, may possess with respect thereto.

No Successor Liability

19. The Buyer is not a "successor" to the Chapter 15 Debtor by reason of any theory of law or equity, and the Buyer shall not assume, or be deemed to assume, or in any way be responsible for any Liability or obligation of the Chapter 15 Debtor with respect to the CRUSAFin Interests or otherwise, including, but not limited to, under any bulk sales law, doctrine or theory of successor liability, or similar theory or basis of Liability. Except as provided under the Successful SPA, the purchase of the CRUSAFin Interests by the Buyer will not cause the Buyer to be deemed a successor in any respect to the Chapter 15 Debtor or incur any Liability of the Chapter 15 Debtor within the meaning of any foreign, federal, state or county debt collection practices, insurance, revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations),

or under any products liability law or doctrine with respect to the Chapter 15 Debtor's Liability under such law, rule or regulation or doctrine.

20. The consideration provided by the Buyer for the CRUSAFin Interests under the Successful SPA is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code and applicable law (including, without limitation, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law). The Sale Transaction shall not be avoided or rejected by any person, and costs or damages shall not be imposed or awarded against the Buyer or the Buyer Parties, under section 363(n) or any other provision of the Bankruptcy Code.

21. The Buyer has given substantial consideration under the Successful SPA, which consideration shall constitute valid and valuable consideration for the releases of any potential claims of successor liability against the Buyer and which shall be deemed to have been given in favor of the Buyer by all holders of Interests in or against the CRUSAFin Interests.

22. None of the Buyer or its Affiliates, successors, assigns, equity holders, employees, or professionals shall have or incur any liability to, or be subject to any action by the Chapter 15 Debtor or any of their predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution or delivery of the Successful SPA or the entry into and consummation of the sale of the CRUSAFin Interests, except as expressly provided in the Successful SPA and this Order.

23. For the purposes of this "No Successor Liability" section of this Order, all references to the Buyer shall also include the Buyer Parties.

Good Faith

24. The transactions contemplated by the Transaction Documents are undertaken by the Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided by this Order to consummate the transactions contemplated by the Successful SPA (including the Sale Transaction) shall not alter, affect, limit, or otherwise impair the validity of the sale of the CRUSAFin Interests to the Buyer. The Buyer is a good faith purchaser of the CRUSAFin Interests within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and is hereby granted, the full rights, benefits, privileges and protections of section 363(m) of the Bankruptcy Code. The Chapter 15 Debtor and the Buyer will be acting in good faith if they proceed to consummate the Sale at any time after the entry of this Order.

25. Other than to enforce this Order or related to the consummation of the Sale Transaction (for which all rights are reserved), neither the Chapter 15 Debtor nor any successor in interest to the Chapter 15 Debtor shall be entitled to bring an action against the Buyer or the Buyer Parties, and the Sale Transaction may not be avoided pursuant to section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) in respect of the Successful SPA or the Sale Transaction.

Additional Provisions

26. Within two business days of entry of this Order, the Chapter 15 Debtor shall cause a notice of entry of Sale Order in the form attached hereto as **Annex II** to be published, once in the *New York Times* and once in the Mexican *El Financiero*.

27. The terms and provisions of the Transaction Documents and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Chapter 15 Debtor and its

respective affiliates, successors and assigns, and its creditors, the Buyer and its respective affiliates, successors and assigns, the Buyer Parties, and any affected third parties (including, but not limited to, all persons asserting Interests in, on or against the CRUSAFin Interests), notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

28. The failure specifically to include any particular provisions of the Successful SPA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Successful SPA be authorized and approved in its entirety.

29. The Transaction Documents or any other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Chapter 15 Debtor. The Chapter 15 Debtor shall consult with the Consultation Party and provide notice to the U.S. Trustee with respect to any material amendments or material modifications to the Transaction Documents. To the extent that any provision of the Transaction Documents conflicts with or is, in any way, inconsistent with any provision of this Order, this Order shall govern and control. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Order shall govern.

30. Nothing in this Order shall modify or waive any closing conditions or termination rights set forth in the Successful SPA, and all such conditions and rights shall remain in full force and effect in accordance with their terms. Neither the Buyer nor the Chapter 15 Debtor shall have an obligation to close the Sale Transaction until all conditions precedent in the Successful SPA to

each of their respective obligations to close the Sale Transaction have been met, satisfied, or waived in accordance with the terms of the Successful SPA.

31. Notwithstanding anything to the contrary in the Motion or the Bidding Procedures, the Chapter 15 Debtor shall not be permitted to transfer the proceeds that it receives from the Sale of the CRUSAFin Interests outside of the United States, absent further order of this Court.

32. The provisions of this Order are nonseverable and mutually dependent.

33. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale Transaction.

34. The Chapter 15 Debtor and each other person or entity having duties or responsibilities under the Transaction Documents or this Order, and their respective agents, representatives, and attorneys, are authorized, directed and empowered (i) to carry out all of the provisions of the Successful SPA, (ii) to issue, execute, deliver, file and record, as appropriate, the Successful SPA, and any related agreements, (iii) to take any action contemplated by the Transaction Documents or this Order, (iv) to issue, execute, deliver, file and record, as appropriate, such other contracts, instruments, releases, deeds, bills of sale, assignments, or other agreements, and (v) to perform such other acts as are consistent with, and necessary or appropriate to, implement, effectuate and consummate the Successful SPA and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents required by this Court with respect to the implementation and consummation of the Successful SPA and this Order and the transactions contemplated thereby and hereby. The transfer of the CRUSAFin Interests to the Buyer pursuant to the Transaction Documents does not require any consents other than those specifically provided for in the Successful SPA or as provided for herein.

35. This Court shall retain exclusive jurisdiction to enforce and implement the terms and provisions of the Successful SPA except as otherwise provided therein and to decide any claims or disputes which may arise or result from, or be connected with, the Successful SPA, including, but not limited to, retaining jurisdiction to (a) compel delivery of the CRUSAFin Interests to the Buyer free and clear of Interests, compel the recognition of the Buyer as a voting Substituted Member of CRUSAFin pursuant to the 5th Amended & Restated Operating Agreement of CRUSAFin, or compel the performance of other obligations owed by the Chapter 15 Debtor, (b) compel delivery of the purchase price or performance of other obligations owed to the Chapter 15 Debtor by the Buyer, (c) interpret, implement, and enforce the provisions of this Order, and (d) protect the Buyer and Buyer Parties against (i) any claims of successor or vicarious liability related to the Chapter 15 Debtor or the CRUSAFin Interests, or (ii) any Interests asserted in, on, or against the CRUSAFin Interests, of any kind or nature whatsoever.

36. The Chapter 15 Debtor is authorized and directed to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

Dated: February 15th, 2023
Wilmington, Delaware

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

Annex I

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

by and between

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.,
CREDITO REAL USA, INC.

and

SCOT SEAGRAVE,

as the Sellers,

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.,

as Sellers' Representative,

CREDITO REAL USA FINANCE, LLC,

as the Company,

BEPENSA CAPITAL INC.,
as Buyer

and

BEPENSA CAPITAL S.A. DE C.V.,
as Buyer Parent

Dated as of January 18, 2023

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered into as of January 18, 2023, among Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., a *sociedad anónima bursátil de capital variable, sociedad financiera de objeto múltiple, entidad no regulada,* organized and existing under the Laws of the United Mexican States ("Parent"), Credito Real USA, Inc., a corporation existing under the Laws of Delaware ("CRUSA Inc." and, together with Parent, the "CR Sellers" and each, a "CR Seller"), Scot Seagrave, an individual domiciled in the State of Florida ("Seagrave" and, together with Parent and CRUSA Inc., the "Sellers" and each, a "Seller"), Parent, solely in its capacity as the representative, agent and attorney-in-fact of the Sellers (the "Sellers' Representative"), Credito Real USA Finance, LLC, a limited liability company existing under the Laws of Florida (the "Company"), Bepensa Capital, Inc., a corporation organized and existing under the Laws of Florida ("Buyer") and Bepensa Capital S.A. de C.V., a *sociedad anónima de capital variable* organized and existing under the Laws of the United Mexican States ("Buyer Parent"). Each of the Sellers, the Company and Buyer is referred to individually as a "Party", and, collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, on July 14, 2022, Robert Wagstaff, in his capacity as the foreign representative duly appointed by Mr. Fernando Alonso-de-Florida Rivero, the court-appointed provisional liquidator (*Liquidator Judicial Provisional*) (the "Mexican Liquidator") of the Special Expedited Commercial proceeding (*Via Sumaria Especial Mercantil*) pending in the Mexican Liquidation Court for the dissolution and liquidation of Parent (the "Mexican Liquidation Proceeding") filed a petition for recognition of the Mexican Liquidation Proceeding as a foreign main proceeding under chapter 15 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") commencing a chapter 15 case captioned *In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, Case No. 22-10630 (JTD) (the "Chapter 15 Case");

WHEREAS, as of the date of this Agreement, (i) CRUSA Inc., a wholly-owned subsidiary of Parent, owns 95.28% of the total issued and outstanding Interests of the Company (the "Credito Real Interest"), and (ii) Seagrave owns 4.72% of the total issued and outstanding Interests of the Company (the "Seagrave Interest");

WHEREAS, after giving effect to the Reorganization, Parent will directly own the Credito Real Interest as a duly admitted Member of the Company;

WHEREAS, (a) The CR Sellers desire to sell the Credito Real Interest to Buyer, and (b) Seagrave desires to sell 50% of the Seagrave Interest to Buyer, and Buyer desires to purchase all the Credito Real Interest and 50% of the Seagrave Interest (such Interests, the "Acquired Interests"), subject to the terms and conditions set forth herein;

WHEREAS, the Parties intend for the sale and purchase of the Acquired Interests based on the terms set forth herein (the "Transaction"), to be effectuated pursuant to a Sale Order to be entered by the Bankruptcy Court; and

WHEREAS, in connection with the Mexican Liquidation Proceeding and subject to the terms and conditions in this Agreement, following entry of the Sale Order finding Buyer as the prevailing bidder at the Auction (if any), Sellers shall sell and transfer to the Buyer, and the Buyer shall purchase and acquire from the Sellers, all of the Acquired Interests owned by such Sellers, on the terms and subject to the conditions in this Agreement and as more specifically provided for in the Sale Order.

NOW, THEREFORE, in consideration of the payment by the Buyer to the Sellers of the Purchase Price, and in consideration of the premises and of the mutual covenants, representations, warranties and agreements contained herein, together with other good and valuable consideration, the sufficiency, adequacy and receipt of which is hereby acknowledged and agreed to, the Parties hereto, intending to be legally bound, agree as follows :

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Accounting Principles" means the Accounting Standards and, to the extent not inconsistent with the Accounting Standards, the principles, practices and methodologies used by the Company in the preparation of the Financial Statements.

"Accounting Standards" means the generally accepted accounting principles in the United States of America (GAAP).

"Acquired Interests" has the meaning set forth in the recitals to this Agreement.

"Action" means any action, suit or proceeding by or before any court or other Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. As used in this definition, the term "controls" (including the terms "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise. With respect to any natural Person, "Affiliate" will also include such Person's immediate family members, and any Persons directly or indirectly controlled by such family member. For the avoidance of doubt, from and after the Closing, no Company Entity shall be an "Affiliate" of any Seller or vice versa for purposes of this Agreement.

"Affiliate Arrangements" means any Contract between Seller or any of its Affiliates other than a Company Entity, on the one hand, and any Company Entity, on the other hand.

"Affiliation Statement Materials" has the meaning set forth in Section 6.9(b).

"Affordable Care Act" means the Affordable Care Act, as defined in Treasury Regulation section 54.4980H-1(a)(3).

"Agreement" means this Purchase and Sale Agreement, including all Exhibits and Schedules hereto (including the Disclosure Schedules), as the same may be amended, modified or supplemented from time to time in accordance with its terms.

"Allocation Schedule" shall have the meaning set forth in Section 6.8(a).

"Alternative Transaction" means the sale, transfer or other disposition, directly or indirectly, including through the Auction or an asset sale, share sale, merger, issuance, financing, recapitalization, amalgamation, liquidation or other similar transaction, of a material portion of the Acquired Interests, in one transaction or a series of transactions with one or more Persons other than Buyer or its Affiliates.

"Anti-Bribery Laws" means any and all Laws related to anti-bribery and anti-corruption (including the U.S. Foreign Corrupt Practices Act of 1977).

"Anti-Money Laundering Laws" means any and all Laws related to terrorism financing or money laundering (including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), as amended by the USA PATRIOT Act).

"Auction" has the meaning set forth in Section 6.12(b).

"Audited Financial Statements" has the meaning set forth in Section 3.6(a).

"Back-Up Bidder" has the meaning set forth in Section 6.12(g).

"Balance Sheet Date" has the meaning set forth in Section 3.6(a).

"Bankruptcy Code" has the meaning set forth in the recitals to this Agreement.

"Bankruptcy Court" has the meaning set forth in the recitals to this Agreement.

"Base Purchase Price" means the Initial Purchase Price, *less* the value allocated to the remaining unpurchased Seagrave Interests. For the avoidance of doubt, the Base Purchase Price shall equal $60,536,800.00.

"Benefit Plan" means each compensation or benefit plan, program, scheme, policy, practice, contract, agreement or other arrangement, including, without limitation, any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock bonus, stock option, stock appreciation rights, stock-based rights, medical, dental, vision, profit sharing, insurance, employee counseling, employee assistance, wellness, legal services, retirement plan, supplemental retirement plan, pension plan (whether funded or unfunded), severance, retention, termination, employment, change-of-control or fringe benefit plan, program, spending or reimbursement account or agreement (other than any plan to which a Company Entity contributes or has an obligation to contribute pursuant to Law and that is sponsored or maintained by a Governmental Authority), whether or not in writing and whether or not funded, in each case, that

is sponsored, maintained or contributed to by a Company Entity or an ERISA Affiliate for the benefit of the current or former employees or natural independent contractors (or their respective beneficiaries) of the Company Entities or with respect to which the Company Entities have any Liability.

"Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Motion" means a motion seeking Bankruptcy Court approval of the Bidding Procedures.

"Bidding Procedures Order" means the order entered by the Bankruptcy Court in the Chapter 15 Case approving the Bidding Procedures dated December 15, 2022.

"Bidding Protections Motion" means a motion Parent will cause to be filed in the Chapter 15 Case seeking entry of the Bidding Protections Order, and otherwise in form and substance reasonably acceptable to Buyer setting forth the protections in Section 6.12(a)(i) of this Agreement, including the Expense Reimbursement and the Break-Up Fee.

"Bidding Protections Order" means an order of the Bankruptcy Court approving the Bidding Procedures Motion, including the protections set forth in Section 6.12(a)(i) hereof, and otherwise in form and substance reasonably acceptable to Buyer.

"Book Value" has the meaning determined pursuant to, and in accordance with, the Accounting Principles; provided, however, that, in all cases, "Book Value" shall be calculated after deducting Intangible Assets (if any) from Book Value. For the avoidance of doubt, Book Value is denominated in the Financial Statements as "Members' Equity" plus Net Income.

"Book Value Adjustment" means the amount equal to the Book Value Deficit or the Book Value Surplus, as the case may be.

"Book Value Calculation Schedule" means each matter set forth on Schedule C providing for an illustrative calculation on the mechanics agreed between Sellers and Buyer for the determination of Book Value of the Company at the Closing. For the avoidance of doubt, the Book Value Calculation Schedule does not include, and shall not include, any Intangible Assets.

"Book Value Deficit" means 50% of the amount, if any, by which the Book Value of the Company at the Closing is less than the Target Book Value.

"Book Value Surplus" means 50% of the amount, if any, by which the Book Value of the Company at the Closing is more than the Target Book Value.

"Books and Records" has the meaning set forth in Section 6.18.

"Break-Up Fee" means an amount equal to $1,860,000.00.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Wilmington, Delaware, or Mexico City, Mexico are not open for the transaction of normal banking business.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer 401(k) Plan" has the meaning set forth in Section 6.13(a).

"Buyer Disclosure Schedule" means the disclosure schedule delivered by Buyer to the Sellers' Representative on the date hereof and attached hereto.

"Buyer Fundamental Representations" means each of the following representations and warranties of Buyer: Section 5.2 (*Authorization*), Section 5.5 (*Financial Capacity*) and Section 5.8 (*Brokers' Fees*).

"Buyer Parent" has the meaning set forth in the preamble to this Agreement.

"Buyer Released Claims" has the meaning set forth in Section 6.10(b).

"Buyer Releasors" has the meaning set forth in Section 6.10(b).

"Chapter 11 Case" means the involuntary case captioned *In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, Case No. 22-10696 (JTD) pending before the Bankruptcy Court.

"Chapter 15 Case" has the meaning set forth in the recitals to this Agreement.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" means the date the Closing occurs pursuant to Section 2.4.

"Closing Payment" has the meaning set forth in Section 2.5.

"Closing Statement" has the meaning set forth in Section 2.5.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Continuing Employee" has the meaning set forth in Section 6.13(a).

"Company Entities" means the Company and each of the Persons set forth in Section 3.3 of the Seller Disclosure Schedule.

"Company Insurance Policies" has the meaning set forth in Section 3.13.

"Company Owned IP" means all material Intellectual Property rights owned or purported to be owned by a Company Entity.

"Company Policies" has the meaning set forth in Section 6.1(b)(xiv).

"Company Releasees" has the meaning set forth in Section 6.10.

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated March 28, 2022, by and between CRUSA Inc. and GF Bepensa, S.A. de C.V.

"Consents" means consents, approvals, exemptions, waivers, authorizations, filings, registrations, clearances, terminations or expirations or waiting periods and notifications, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consumer Protection Laws" means, collectively, the Consumer Financial Protection Act of 2010, Public Law 111-203, enacted as Title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010; the enumerated consumer laws set forth in 12 U.S.C. Section 5481(12); the USA PATRIOT Act of 2001; the Telephone Consumer Protection Act, the CAN-SPAM Act, the Military Lending Act; the Servicemembers Civil Relief Act; the identity theft red flags provisions of the Fair Credit Reporting Act set forth in 15 U.S.C. Section 1681m(e); Section 5 of the Federal Trade Commission Act set forth in 15 U.S.C. Section 45; and all other federal, state and local consumer protection and unfair, deceptive or abusive trade practices Laws or Laws applicable to marketing (whether by email, text message, telemarketing or otherwise), consumer lending or financing, discriminatory lending, purchasing or servicing holding consumer assets, collecting consumer debts, processing consumer payments, consumer advertising and disclosures.

"Contract" means any written agreement, contract, subcontract, lease, license, sublicense or other legally binding commitment or undertaking.

"Contracting Party" has the meaning set forth in Section 10.11.

"Costa Rica Lease Agreement" means that certain Leasing Agreement dated as of November 15, 2021, by and between BCR Fondo de Inversion Inmobiliario, as lessor, and Crusafin Costa Rica, S.A., as lessee.

"COVID-19 Pandemic" means the novel coronavirus (SARS-CoV-2 or COVID-19), any evolutions or mutations thereof and any associated public health emergency, epidemic, pandemic or outbreak occurring on and prior to the Closing Date.

"Credito Real Interests" has the meaning set forth in the recitals to this Agreement.

"CR Seller" and "CR Sellers" have the meanings set forth in the preamble to this Agreement.

"CRSA" has the meaning set forth in Section 3.9(f)(v).

"CRUSA Inc." has the meaning set forth in the preamble to this Agreement.

"Cybersecurity Incident" means any ransomware or malware attack, denial-of-service attack, unauthorized access, or other cybersecurity, data or systems attack.

"Data Protection Laws" means any applicable data protection and data privacy laws and regulations in the United States, the European Union, or elsewhere in the world to which the Company Entities, Sellers or any of their Affiliates is subject.

"Deposit" has the meaning set forth in Section 2.3.

"Depositor LLC" has the meaning set forth in Section 3.9(f)(ii)(2).

"Disclosure Schedules" means the Buyer Disclosure Schedule and the Seller Disclosure Schedule.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity which is considered a single employer with any other entity under Section 4001(b)(1) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

"Escrow Account" means an interest-bearing account established by the Escrow Agent to hold the Deposit.

"Escrow Agent" means RLF, solely in its capacity as Escrow Agent under this Agreement.

"Escrow Agreement" means that certain Escrow Agreement, dated as of even date herewith, by and among Buyer, Parent and RLF.

"Existing Credit Facility" means that certain Loan and Security Agreement, dated as of May 3, 2017, among the Company, as borrower, Wells Fargo Bank, N.A., as agent, and the lenders party thereto, together with its related Credit Documents (as defined in the Existing Credit Facility), as amended, supplemented, restated or modified.

"Expense Reimbursement" means all actual, documented and necessary reasonable out of pocket costs, fees and expenses incurred by Buyer in connection with the Transaction contemplated hereby, including in the investigation, evaluation, negotiation, and documentation of the Transaction (other than any cost or expense related to or arising from any claims or disputes among Buyer or its Affiliates, on the one hand, and any Seller or its Affiliates, on the other hand, arising from Buyer's breach or failure to perform any of its agreements, covenants or obligations hereunder or under any other Transaction Document), up to an aggregate amount of $750,000.00.

"Fiduciary Duty" has the meaning set forth in Section 9.1(i).

"Final Order" means an order of the Bankruptcy Court that has not been reversed, stayed, modified, or amended, and as to which the time to file an appeal has expired and no such appeal or motion for rehearing or reconsideration, or petition for writ of certiorari is pending. For the avoidance of doubt, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Federal Rules of Bankruptcy Procedures or local rules of the Bankruptcy Court, relating to such Order may be filed after the time to file an appeal of the Order has expired shall not prevent such Order form being a Final Order.

"Finance Receivables Net" means any and all amounts owed to the Company by its customers for services rendered but not yet paid for.

"Financial Statements" has the meaning set forth in Section 3.6(a).

"Florida Lease Agreement" means that certain Lease Agreement dated as of October 10, 2014, by and between Fort Lauderdale Crown Center, Inc. (as landlord) and Credito Real USA Finance, LLC f/k/a AFS Acceptance, LLC (as tenant), as amended, for the lease of Suite 300 consisting of approximately 16,159 rentable square feet on the third floor in the building known as Crown Center, located at 1475 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

"Flow-Through Income Taxes" means U.S. federal income Taxes and any similar income Taxes imposed by any state or local Laws on the direct or indirect owners of any entity on a flow-through basis by allocating or attributing to such owners all or a portion of such entity's items of income, gain, loss, deduction and other relevant Tax attributes.

"Flow-Through Tax Returns" shall have the meaning set forth in Section 6.8(b).

"Fraud" means an actual, knowing and intentional fraud by a Party in the making of an affirmative representation or warranty expressly set forth (a) in the case of Fraud by a Seller, Article III or Article IV and solely as such representation or warranty relates to such Seller or the Company Entities (as qualified by the Seller Disclosure Schedule), (b) in the case of Fraud by the Company, Article III and solely as such representation or warranty relates to the Company (as qualified by the Seller Disclosure Schedule), (c) in the case of Fraud by Buyer, Article V (as qualified by the Buyer Disclosure Schedule) or (d) in the case of Fraud by any Party, in any ancillary certificate executed and delivered by such Party.

"Governing Documents" means (a) with respect to any corporation, its articles or certificate of incorporation and bylaws, shareholders agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), (b) with respect to any limited liability company, its articles or certificate of organization or formation and its operating agreement or limited liability company agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), (c) with respect to any limited partnership, its certificate of limited partnership and partnership agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), and (d) with respect to any other entity (including a trust), governing or organizational documents of similar substance to any of the foregoing (including with respect to voting rights, governing matters or restriction on transfer of securities), in the case of each of clauses (a) through (d), as may be in effect from time to time.

"Governmental Authority" means any (a) national, state, regional, municipal or local government or political subdivision thereof, (b) any entity exercising executive, legislative, judicial, regulatory, tribunal, taxing or administrative functions of or pertaining to government (including any body, court, tribunal, commission, board, bureau or other authority thereof), (c) any arbitrator or arbitral body or panel, department, ministry, instrumentality, agency, court,

commission or body of competent jurisdiction or (d) non-governmental body or quasi-governmental exercising any executive, legislative, judicial, regulatory, tribunal, taxing, administrative, police, regulatory, importing or other governmental or quasi-governmental authority, in each case with competent jurisdiction.

"Governmental Order" means any order, ruling, writ, judgment, injunction, decree, stipulation, determination or award of any Governmental Authority (whether temporary preliminary, permanent or binding).

"Guarantee" has the meaning set forth in Section 10.21.

"Guaranteed Obligations" has the meaning set forth in Section 10.21.

"Guaranty" means that certain Guaranty dated as of September 6, 2018, by and between Parent (as guarantor) in favor of Wells Fargo Bank, N.A. (as Agent) made in connection with the Existing Credit Facility.

"Holding LP" has the meaning set forth in Section 3.9(f)(ii)(4).

"Indebtedness" means (without duplication) the aggregate amount of the following obligations: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations in the nature of accrued fees, interest, premiums or penalties in respect of any of the foregoing, (d) obligations under any swap, collar, cap or other Contract the principal purpose of which is to benefit from or reduce or eliminate the risk of fluctuations in interest rates or currencies, and (e) any reimbursement obligations under letters of credit that have been drawn or similar facilities other than trade payables.

"Indemnified Persons" has the meaning set forth in Section 6.7.

"Initial Deposit" has the meaning set forth in Section 2.3.

"Initial Purchase Price" means $62,000,000.00.

"Intangible Assets" means assets that are considered to be intangible assets under GAAP, including customer lists, goodwill, computer software, copyrights, trade names, trademarks, patents, franchises, licenses, unamortized deferred charges, unamortized debt discounts and capitalized research and development costs.

"Intended Tax Treatment" shall have the meaning set forth in Section 6.8(a).

"Intellectual Property" means all intellectual property rights, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all (a) patents, patent applications, utility models, and applications for utility models, industrial designs and applications for industrial designs, including all continuations, divisionals, continuations-in-part, foreign counterparts, provisionals, and issuances of any of the foregoing, and all reissues, reexaminations, substitutions, renewals, extensions and related priority rights of any of the foregoing, (b) Trademarks, (c) copyrights, and all registrations, applications, renewals, extensions and reversions of any of the foregoing, and (d) trade secrets and proprietary rights in

technology, know-how, software, databases, inventions, formulas, algorithms, procedures, methods, processes, developments and research.

"Interests" means, with respect to any Person, shares, partnership interests, limited liability company interests or any other equity interest in such Person.

"Interim Period" has the meaning set forth in Section 6.1(a).

"Issuer Trust" has the meaning set forth in Section 3.9(f)(ii)(3).

"IT Systems" has the meaning set forth in Section 3.20(c).

"Knowledge" means (a) with respect to each of the Sellers, the actual knowledge of the individuals set forth on Section 1.1(a) of the Seller Disclosure Schedule, after reasonable inquiry, and (b) with respect to Buyer, the actual knowledge of any individual set forth on Section 1.1(b) of the Buyer Disclosure Schedule, after reasonable inquiry. With respect to Intellectual Property of the Sellers, "Knowledge" does not require any Person to conduct, have conducted, obtain, or have obtained any freedom-to-operate opinions or similar opinions of counsel or any patent, Trademark or other Intellectual Property rights clearance searches.

"Laws" means all applicable laws (including common law), statutes, constitutions, rules, regulations, codes, ordinances, rulings of any Governmental Authority or stock exchange with regulatory authority over the applicable Party and all applicable Governmental Orders.

"Lease Agreements" means, collectively, (a) the Costa Rica Lease Agreement and (b) the Florida Lease Agreement.

"Leased Real Property" means the real property leased pursuant to the Lease Agreements.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute, actual or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Lien" has the meaning specified in section 101(37) of the Bankruptcy Code and shall include any mortgage, pledge, lien, security trust, encumbrance, charge, option, claim, assignment, hypothecation, title retention, contractual restriction, easement, right of occupation, right-of-way-covenant, conditional sale or other security agreement, encumbrance, restriction or other security interest, and shall include any and all federal, state, county or municipal Tax liens.

"Loan Amendment" has the meaning set forth in Section 6.16(a)(i).

"Loan Tape" means, as of the final day of the calendar month immediately preceding the Closing, a schedule of all Retail Installment Sale Contracts setting forth certain information regarding the Retail Installment Sale Contracts in the same format as previously delivered to Buyer for due diligence purposes.

"Marked Materials" has the meaning set forth in Section 6.9(a).

"Material Adverse Effect" means (a) with respect to the Company Entities, any material adverse effect on the financial condition or results of operations of the Company Entities, taken as a whole; provided, that none of the following shall constitute or be deemed to contribute to a Material Adverse Effect, or shall otherwise be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (i) changes generally affecting the industries or markets (including automobile markets) in which the Company Entities operate, whether international, national, regional, state, provincial or local, (ii) changes in markets (including automobile markets), funding rates, commodities, supplies or transportation or related products and operations, including those due to actions by competitors, financing sources or Governmental Authorities, (iii) changes in general political, health or social conditions, including the substitution of any Governmental Authority, pandemics, endemics, outbreaks or other generalized diseases, armed hostilities, national emergencies or acts of war (whether or not declared), sabotage or terrorism, changes in government, military actions or "force majeure" events, or any escalation or worsening of any of the foregoing, (iv) effects of weather, meteorological events, fires, floods, earthquakes or other natural disasters or natural occurrences, (v) changes in Law or regulatory policy or the interpretation or enforcement thereof, (vi) changes in economic, business or market conditions, including changes in currency, financial, securities or credit markets (including any disruption thereof, any decline in the price of any security or any market index and changes in prevailing interest rates or foreign exchange rates), (vii) the execution, announcement or performance of this Agreement or the consummation of the Transaction, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners, employees (including any employee departures or labor union or labor organization activity), financing sources or Governmental Authorities, or any communication by the Buyer or its Affiliates of their plans or intentions (including in respect of employees) with respect to the Company Entities or their respective business, (viii) changes in accounting requirements or principles, including Accounting Standards or any adoption, proposal, implementation or change in any Law or Permit or any interpretation or application thereof by any Governmental Authority, (ix) labor strikes, requests for representation, organizing campaigns, work stoppages, slowdowns or other labor disputes, (x) hacking or cybersecurity threats or attacks on the Company Entities business, (xi) actions or omissions expressly required or permitted to be taken or not taken by the Company Entities in accordance with this Agreement or the other Transaction Documents or requested, or consented to, by Buyer or any of its Subsidiaries or Affiliates, (xii) any breach, violation or non-performance of any provision of this Agreement by Buyer or any of its Subsidiaries or Affiliates, (xiii) changes in or effects on the assets or properties of the Company Entities which are cured (including the payment of money) by Seller or any Company Entity, (xiv) failure by Seller or any Company Entity to meet any projections or forecasts for any period, (xv) any fact or information that is set forth in or reasonably apparent from the Seller Disclosure Schedule, (xvi) deterioration, diminution or decline in financial condition of any client, debtor or other revenue counterparty, (xvii) any downgrade or any announcement or communication of an expected downgrade or change in outlook by a ratings agency relating to the long-term credit rating of any Company Entity or any debt issued by any Company Entity, (xviii) any loss of customers arising from general economic conditions affecting the markets generally or as a result of exercise by customers of their rights, and (xix) actions or omissions expressly required to be taken or not taken by the Company Entities in accordance with this Agreement or the other Transaction Documents or requested, or consented to, by Buyer or any of its Affiliates, except, in the case of clauses (i) through (vii), to the extent such change, development,

circumstance, fact, effect, condition or event has, or would reasonably be expected to have, a disproportionate impact on the Company Entities as compared to other Persons in their industries, (b) with respect to Buyer, any event, occurrence or circumstance that would legally prevent or prohibit Buyer from consummating the purchase of the Acquired Interests contemplated by this Agreement, and (c) with respect to each Seller, any event, occurrence or circumstance that would legally prevent or prohibit such Party from consummating the sale of the Acquired Interests contemplated by this Agreement.

"Material Contract" has the meaning set forth in Section 3.12(a).

"Material Permits" has the meaning set forth in Section 3.19.

"Mexican Liquidation Court" means the 52nd Civil State Court of Mexico City, in which the Mexican Liquidation Proceeding is pending.

"Mexican Liquidation Proceeding" has the meaning set forth in the recitals to this Agreement.

"Mexican Liquidator" has the meaning set forth in the recitals to this Agreement.

"Non-Recourse Persons" has the meaning set forth in Section 10.11.

"Open Source Material" means all software that is available under any license that meets (a) the Open Source Definition (www.opensource.org/osd.html) or (b) the Free Software definition (https://www.gnu.org/philosophy/free-sw.html.en) (including the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License).

"Ordinary Course of Business" means the ordinary course of business of the Company Entities including in response to, or during the course of, the COVID-19 pandemic.

"Outside Date" means the date that is 90 days following the Bankruptcy Court's entry of the Sale Order.

"Parent" has the meaning set forth in the preamble to this Agreement.

"Parties" has the meaning set forth in the preamble to this Agreement.

"Payoff Letter" means a customary and duly executed payoff letter in respect of the Existing Credit Facility, providing that, upon payment thereof, (a) all obligations of the Company Entities and any Seller and its respective Affiliates relating to the Indebtedness under the Existing Credit Facility, including any prepayment, termination or breakage fees or penalties paid or payable, shall be satisfied in full, (b) the Guaranty and all guarantees of the Company Entities in respect of such Indebtedness shall be automatically terminated, and (c) all Liens on the Acquired Interests and the assets of the Company Entities relating to or securing such Indebtedness shall be automatically discharged and released.

"Permits" means permits, licenses, concessions, approvals, Consents, Governmental Orders, exemptions, certificates, clearances, qualifications, filings and other authorizations obtained from any Governmental Authority or required to be issued or granted by or under the authority of any Governmental Authority, including any state consumer credit or lending, sales finance, collection agency, servicer or similar licenses issued or required by any applicable Governmental Authority, but does not include any notices of self-certifications required to be filed with any Governmental Authority.

"Permitted Liens" means any (a) construction, mechanic's, materialmen's, laborer's, workmen's, repairmen's, carrier's and/or similar Liens, including all statutory Liens, arising or incurred in the Ordinary Course of Business or the validity or amount of which is being contested in good faith by appropriate proceedings, and for which adequate reserves are established in accordance with the Accounting Standards, (b) Liens for Taxes not yet due and payable or being contested in good faith through appropriate proceedings, for which adequate accruals or reserves are established in accordance with the Accounting Standards, (c) purchase money Liens and Liens securing rental payments under capital lease arrangements, (d) pledges or deposits under workers' compensation legislation, unemployment insurance Laws or similar Laws, (e) deposits in connection with leases, contracts or other agreements, including rent security deposits, (f) pledges or deposits to secure public or statutory obligations, judicial bonds or appeal bonds, (g) Liens disclosed in the Unaudited Financial Statements, (h) Liens arising under or created by any Material Contract or Transaction Document (other than as a result of a breach or default under such Material Contract or Transaction Document), (i) Liens created by licenses granted in the Ordinary Course of Business in any Intellectual Property, (j) Liens that will be released on or prior to the Closing Date without further Liability of any Company Entity, (k) Liens in connection with any Permit, (l) restrictions on the sales of securities under applicable securities Laws, (m) Recognized Liens, (n) with respect to the Leased Real Property, all exceptions, restrictions, easements, charges, covenants, rights of way, zoning ordinances and similar encumbrances which do not materially impair the current or permitted use, occupancy or value of such Leased Real Property, and (o) with respect to the Leased Real Property, any right, interest, lien, encumbrance, title exception or other Lien on the interest of the fee owner, lessor, or sublessor or any right in a lesser estate relating thereto.

"Person" means an individual, partnership, limited liability partnership, corporation, limited liability company, association, joint stock company, trust, estate, joint venture, unincorporated organization, or Governmental Authority.

"Personal Data" means any information in any form or format relating to an identifiable or identified natural person or that is otherwise regulated under any applicable data privacy or data protection Law.

"Post-Closing Covenant" has the meaning set forth in Section 8.1.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

"Pro Rata Share" has the meaning set forth in Section 2.2(a).

"Purchase Price" means an amount equal to: (a) the Base Purchase Price; plus (b)(i) the Book Value Surplus, if applicable, or minus (ii) the Book Value Deficit, if applicable.

"R&W Policy" has the meaning set forth in Section 6.15.

"Recognized Liens" means, as applicable, each Lien or security interest created pursuant to the Existing Credit Facility.

"Regulatory Approvals" means the requisite Consents of, declarations or filings with, or notices to the applicable Department of Financial Institution (or equivalent Governmental Authority) that have issued a motor vehicle sales finance license to any of the Company Entities in connection with the Transaction as set forth in Section 3.5(b) of the Seller Disclosure Schedule.

"Remedies Exception" means (a) applicable bankruptcy, liquidation, insolvency, reorganization, moratorium, and other Laws of general application, heretofore or hereafter enacted or in effect, affecting the rights and remedies of creditors generally, and (b) the exercise of judicial or administrative discretion in accordance with general equitable principles, particularly as to the availability of the remedy of specific performance or other injunctive relief.

"Reorganization" means the dividend of the Credito Real Interest to Parent.

"Representatives" means, with respect to any Person, the directors, officers, managers, members, employees, representatives, agents, consultants, attorneys, accountants, investment bankers or other advisors of such Person.

"Required Regulatory Approvals" means the Regulatory Approvals representing 80% of the Company's Retail Installment Sale Contracts portfolio as set forth in Schedule D.

"Retail Installment Sale Contract" means an installment sale contract or conditional sale agreement for the purchase of a vehicle, together with any assignment, reinstatement, extension or modification thereof.

"RLF" has the meaning set forth in Section 6.19.

"Sale Order" means an order of the Bankruptcy Court approving the Transaction, including the protections set forth in Section 6.12(a)(ii), and otherwise in form and substance reasonably acceptable to Buyer.

"Sanctions" has the meaning set forth in Section 3.17(c).

"Seagrave" has the meaning set forth in the preamble to this Agreement.

"Seagrave Interest" has the meaning set forth in the recitals to this Agreement.

"Second Deposit" has the meaning set forth in Section 2.3.

"Securities Act" has the meaning set forth in Section 5.6.

"Seller" and "Sellers" have the meanings set forth in the preamble to this Agreement.

"Seller 401(k) Plans" has the meaning set forth in Section 6.13(a).

"Seller Disclosure Schedule" means the disclosure schedule (together with all attachments and appendices thereto) delivered by Sellers' Representative to Buyer on the date hereof and attached hereto.

"Seller Group Parties" means (a) Sellers, (b) any Affiliate of a Seller, and (c) any Representative of (i) a Seller or (ii) any Affiliate of a Seller.

"Seller Marks" means the Trademarks as set forth on Section 6.9(a) of the Seller Disclosure Schedule.

"Seller Releasees" has the meaning set forth in Section 6.10(b).

"Seller Released Claims" has the meaning set forth in Section 6.10(a).

"Seller Releasors" has the meaning set forth in Section 6.10(a).

"Sellers Fundamental Representations" means each of the following representations and warranties of the Sellers: (i) Section 3.1 (*Organization; Authority; Enforceability*), Section 3.3(a) (*Capitalization*), Section 3.4 (*Ownership*), Section 3.18 (*Brokers' Fees*); and (ii) Section 4.2 (*Authorization; Enforceability*), the first two sentences of Section 4.3 (*Title*) and Section 4.4 (*Brokers' Fees*).

"Sellers' Representative" shall have the meaning given to it in the preamble to this Agreement.

"Sellers' Representative Group" has the meaning set forth in Section 10.20(b).

"Services LLC" has the meaning set forth in Section 3.9(f)(ii)(1).

"Straddle Period" means any Tax period that includes but does not end on the Closing Date.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Target Book Value" means, with respect to the Company, an amount equal to $57,253,373.

"Tax" means any and all federal, state, local, foreign and other taxes, charges, fees, duties, levies, tariffs, imposts, tolls, customs, or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, branch profits, profit share, license, lease, service, service use, value added, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, premium, property, windfall profits, export and import fees and charges, registration fees, tonnage, vessel, or other taxes, charges, fees, duties, levies,

tariffs, imposts, tolls, customs, or other assessments of any kind whatsoever imposed by any Governmental Authority, together with any interests, penalties, inflationary adjustments, additions to tax, fines or other additional amounts imposed thereon, with respect thereto, or related thereto.

"Tax Contest" means an audit, claim, dispute, controversy, hearing, or administrative, judicial, or other proceeding relating to Taxes or Tax Returns.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement, voucher or electronic equivalent, estimated Tax declaration or other document or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, required to be filed with or supplied to any Governmental Authority.

"Trademarks" means all trademarks, service marks, trade dress, logos, brand names, trade names, domain names, corporate names, distinctive signs, any other indicia of source or origin, and all registrations and applications for registration, together with the goodwill symbolized by any of the foregoing.

"Transaction" has the meaning set forth in the recitals to this Agreement.

"Transaction Documents" means this Agreement, the Escrow Agreement and all other documents, certificates and agreements executed by the Parties in connection with the Transaction as of the date hereof or delivered or required to be delivered by any Party at the Closing pursuant to this Agreement.

"Transfer Taxes" means any and all transfer, sales, use, value-added, excise, stock, stamp, documentary, registration, filing, conveyance, recording and other similar Taxes, filing fees and similar charges, including all applicable real property or leasehold interest transfer or gains Taxes, including any interest, penalty or addition thereto but excluding any net income or gain Taxes.

"Unaudited Financial Statements" has the meaning set forth in Section 3.6(a).

"W&C" has the meaning set forth in Section 6.19.

"Wells Fargo Consent" means any Consent of Wells Fargo Bank, N.A., required pursuant to the Existing Credit Facility related to the execution and delivery by the Company and Sellers of this Agreement or the other Transaction Documents to which the Company or any Seller is or will be a party, or the consummation by the Company and the Sellers of the transactions contemplated by this Agreement and the Transaction Documents.

Section 1.2 Terms Generally.

(a) The definitions in Section 1.1 shall apply equally to both the singular and plural forms and to correlative forms of the terms defined.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(c) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

(d) The word "or" means (1) "either or both" ("X or Y" means "X or Y or both X and Y") or (2) "any or all" ("X, Y or Z" means "X, Y or Z, or all of X, Y and Z").

(e) The words "hereby," "herewith," "hereto," "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement (including the Exhibits and Schedules to this Agreement and the Disclosure Schedules) in its entirety and not to any part hereof unless the context shall otherwise require.

(f) Unless otherwise specified herein, all references herein to Articles, Sections, Exhibits, Schedules and the Disclosure Schedules shall be deemed references to Articles, Sections and Exhibits of, and Schedules and the Disclosure Schedules to, this Agreement, and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(g) Unless otherwise specified herein, any references to any Contract (including this Agreement or any of the other Transaction Documents) or Law shall be deemed to be references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions).

(h) Unless otherwise specified herein, references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person(s) succeeding to its functions and capacities.

(i) Unless otherwise specified herein, any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

(j) Whenever this Agreement refers to a number of days, that number refers to calendar days unless Business Days are specified. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. References to "the date hereof" are to the date of this Agreement.

(k) "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(l) Currency amounts referenced in this Agreement, unless otherwise specified, are in U.S. Dollars.

(m) Unless otherwise specified herein, all accounting terms used herein and not expressly defined herein shall have the meanings given to them under Accounting Standards.

(n) Unless otherwise set forth herein or otherwise agreed by the Parties in writing, the phrase "made available," as applies to such performance by the Sellers, shall mean that the information referred to has been posted in the on-line "virtual data room" established by Parent.

ARTICLE II

PURCHASE AND SALE OF THE ACQUIRED INTERESTS

Section 2.1 Purchase and Sale of the Acquired Interests. Subject to entry of the Sale Order and upon the terms and subject to the conditions of this Agreement and the Sale Order, Buyer agrees to purchase from each Seller, and each Seller agrees to sell, transfer, assign, convey and deliver to Buyer, all of the rights, title and interests in and to the Acquired Interests owned by such Seller immediately prior to the Closing, free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.2. Buyer acknowledges and agrees that upon Closing, Sellers shall sell and convey to Buyer and Buyer shall accept the Acquired Interests "AS IS, WHERE IS" except to the extent expressly provided otherwise in this Agreement.

Section 2.2 Payment of Purchase Price; Withholding.

(a) At Closing, Buyer shall pay by wire transfer in immediately available funds (i) an amount equal to the Closing Payment, to each Seller, based on such Seller's respective pro rata portion of the Acquired Interests (being, with respect to Parent, 97.58%, and, with respect to Seagrave, 2.42%) (with respect to each Seller, such Seller's "Pro Rata Share") in each case to an account of such Seller that has been designated by Sellers' Representative to Buyer in writing at least five Business Days prior to the Closing.

(b) Buyer shall be entitled to deduct and withhold any Taxes required under Law to be deducted or withheld from the Closing Payment and any other amounts deliverable under this Agreement or any other Transaction Documents. To the extent that amounts are so withheld and remitted to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Sellers in respect of whom such deduction and withholding was made. Furthermore, Buyer and the applicable Seller(s) shall reasonably cooperate with each other to reduce the amount of withholding Taxes imposed on the payment of any amount to any Person pursuant to this Agreement and any other Transaction Document to the extent permitted by Law, including by reasonably cooperating to execute and file any forms or certificates reasonably required to claim an available reduced rate of, or exemption from, withholding Taxes.

Section 2.3 Deposit.

(a) Promptly, but no later than two Business Days following the Parent's filing of the Bidding Protections Motion, Buyer shall immediately deposit an aggregate amount equal to five percent of the Base Purchase Price in cash into the Escrow Account (the "Initial Deposit"). Upon selection of the Buyer as the Successful Bidder pursuant to the Bidding Procedures, Buyer shall promptly deposit (and in any event within two Business Days thereof) an additional aggregate amount equal to five percent of the Base Purchase Price in cash into the Escrow Account, such

that the Deposit will equal ten percent of the Base Purchase Price (the "Second Deposit" and, together with the Initial Deposit, the "Deposit"). The Deposit shall be released and delivered (together with all accrued investment income thereon) by the Escrow Agent by wire transfer of immediately available funds to either Buyer or Sellers, as applicable, as follows:

(i) if the Closing occurs, the Deposit (and all accrued investment income thereon) shall be released to the Sellers (based on each Seller's Pro Rata Share) and applied against the Purchase Price.

(ii) if this Agreement is validly terminated by Sellers pursuant to Section 9.1(h), the Deposit, together with all accrued investment income thereon, shall be released to Sellers (based on each Seller's Pro Rata Share) within five Business Days of such termination; or

(iii) if this Agreement is validly terminated for any reason (other than a termination pursuant to Section 9.1(h), the Deposit, together with all accrued investment income thereon, shall be returned to Buyer within five Business Days of such termination.

(b) The Deposit shall be held by the Escrow Agent in the Escrow Account and shall be released by the Escrow Agent and delivered to either Buyer or the Sellers in accordance with this Agreement and the provisions of the Escrow Agreement.

Section 2.4 Closing.

(a) Subject to the satisfaction or, when permissible, waiver of the conditions set forth in Article VII, the closing of the Transaction (the "Closing") shall take place (i) at the offices of White & Case LLP located at 200 South Biscayne Boulevard, Suite 4900, Miami, Florida commencing at 10:00 a.m. (EST) on the date that is the ninth Business Day following the satisfaction or waiver of the last of the conditions set forth in Article VII (other than any such conditions which by their terms are not capable of being satisfied until the Closing Date), provided that if the Closing Date would fall on any of the first ten Business Days of a calendar month, the Closing shall occur on the date that is the eleventh Business Day of the applicable calendar month, or (ii) on such other date on a Business Day or at such other time or place as the Parties may mutually agree upon in writing. The Closing shall be effective for all purposes under this Agreement at 12:01 p.m. (EST) on the Closing Date.

(b) At the Closing, Sellers' Representative shall deliver, or cause to be delivered, to Buyer the following:

(i) a copy of the duly signed resignation letters of the directors and managers of the Company Entities (whose names are set forth in Exhibit A) substantially in the form attached as Exhibit B;

(ii) all equity assignments and powers sufficient to transfer the Acquired Interests to Buyer, in form and substance reasonably satisfactory to Buyer;

(iii) a copy of a resolution or written consent of the board of managers of the Company approving the sale of 50% of the Seagrave Interest in favor of Buyer, in form and substance reasonably satisfactory to Buyer;

(iv) A properly completed IRS Form W-9 (with respect to a U.S. Seller) and a Form W-8 (with respect to a non-U.S. Seller); provided that failure to deliver such a form shall not be a condition to Closing (provided, that the sole remedy to the Buyer if a Seller fails to deliver such a form is to withhold in accordance with Section 2.2(b));

(v) a copy of the certificate referred to in Section 7.3(d); and

(vi) a copy of the Sale Order.

(c) At the Closing, Buyer shall deliver, or cause to be delivered, to Sellers' Representative the following:

(i) payment by wire transfer of immediately available funds of an aggregate amount equal to (A) the Closing Payment, minus (B) the Deposit, in accordance with Section 2.2(a);

(ii) to the extent Buyer does not obtain the Wells Fargo Consent by the Closing, Buyer shall make all payments and satisfy any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility as required by Section 6.16(a)(ii); and

(iii) a copy of the certificate referred to in Section 7.2(c).

(d) All proceedings to be taken, payments to be made and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken, executed and delivered simultaneously, and no proceedings shall be deemed taken, payments shall be deemed made nor any documents executed or delivered until all have been taken, paid, executed and delivered.

Section 2.5 Closing Statement. At least eight Business Days prior to the Closing Date, Sellers' Representative shall provide Buyer with (a) a written statement (the "Closing Statement") setting forth Sellers' Representative's good faith calculation of (i) the Base Purchase Price, plus or minus (ii) the Book Value Adjustment as of the last day of the month immediately preceding the Closing Date (plus for a Book Value Surplus and minus for a Book Value Deficit), and (iii) the resulting amount (the "Closing Payment"), together with reasonable supporting documentation with respect to the calculation of the amounts set forth on the Closing Statement, (b) an estimated balance sheet, income statement and statement of cash flows of the Company as of the last day of the calendar month immediately preceding the Closing, (c) a copy of the monthly portfolio report prepared by the Company in the ordinary course of its business, reflecting collections, balances, charge-offs, recovery and delinquency as of the month preceding the Closing, and (d) the Loan Tape. The calculation of the Book Value Adjustment shall be prepared in accordance with the Accounting Principles. If requested by Buyer within two Business Days after delivery of the Closing Statement, Sellers' Representative shall provide Buyer and its Representatives with reasonable access, during normal business hours, to the books and records

relating to the Company Entities to the extent reasonably necessary to assist Buyer and its Representatives in their review of the Closing Statement. Prior to Closing, the Sellers' Representative shall cooperate in good faith to answer any questions raised by Buyer in its review of the Closing Statement, provided that if Buyer and the Sellers' Representative do not agree upon any or all of the adjustments set forth in the Closing Statement (1) there shall be no delay in Closing as a result thereof and (2) the amounts used to calculate the Closing Payment shall be the amounts set forth in the Closing Statement. For the avoidance of doubt, the Base Purchase Price is a fixed amount and is not subject to adjustment under this Section 2.5.

Section 2.6 Transfer Taxes. Notwithstanding anything herein to the contrary, Buyer shall be responsible for the payment of all Transfer Taxes imposed as a result of the transactions contemplated hereby. The Parties will reasonably cooperate in the preparation and filing of any Tax Returns or other documentation in connection with any Transfer Taxes subject to this Section 2.6, including joining in the execution of any such Tax Returns and other documentation to the extent required by Law.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY REGARDING THE COMPANY ENTITIES

On the date hereof and as of the Closing Date, the Company represents and warrants to Buyer, except as set forth in the corresponding sections of the Seller Disclosure Schedule, as follows:

Section 3.1 Organization; Authority; Enforceability.

(a) Each Company Entity is a corporation, limited liability company or other entity duly incorporated or formed, validly existing and in good standing (or the equivalent thereof) under the Laws of its jurisdiction of organization. Each Company Entity has all requisite power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as currently conducted. The Company has made available to Buyer prior to the date hereof accurate and complete copies of the Governing Documents of each of the Company Entities in effect as of the date hereof. Each such Governing Document is in full force and effect, and each of the Company Entities is in compliance with its respective Governing Documents. Section 3.1(a) of the Seller Disclosure Schedule sets forth an accurate and complete list of (i) any other Person that has merged or consolidated with or into any Company Entity since January 1, 2015 or (ii) any other Person all or substantially all of whose assets have been acquired by any Company Entity (whether by purchase, upon liquidation or otherwise) since January 1, 2015. The Company has made available to the Buyer the minute books of each member of the Company Entity, if any.

(b) Except as set forth in Section 3.1(b) of the Seller Disclosure Schedule, each Company Entity is duly qualified or licensed to do business and in good standing (or the equivalent thereof) in each jurisdiction in which the character or location of the properties it owns, leases or operates or the nature of the business it conducts makes such qualification, license or good standing (or the equivalent thereof) necessary, except where the failure to be so qualified or licensed and in

good standing (or the equivalent thereof) would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) The Company has all organizational power and authority to execute and deliver this Agreement and the Transaction Documents to which the Company is a party, to perform its obligations under this Agreement and the Transaction Documents to which it is a party and to consummate the transactions contemplated by this Agreement and the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement by the Company and each of the Transaction Documents to which it is a party and the consummation the transactions contemplated by this Agreement and the Transaction Documents to which it is a party have been duly and validly authorized by the Company. This Agreement has been duly executed by the Company, and each Transaction Document executed or to be executed by the Company is (if executed on the date of this Agreement) or will be (if to be executed at or prior to the Closing) duly executed and delivered by the Company and, assuming the due execution by Buyer or any other party(ies) thereto, this Agreement and the Transaction Documents to which the Company is (or will be) a party are (or will be) a valid and binding obligation of such Company Entities, enforceable against such Company Entities in accordance with their terms, except to the extent that its enforceability may be subject to the Remedies Exception.

Section 3.2 Non-contravention. Except as set forth on Section 3.2 of the Seller Disclosure Schedule, assuming the accuracy of the representations and warranties of Buyer set forth in Article V, neither the execution and delivery by the Company of this Agreement and the other Transaction Documents to which it is or will be a party, nor the consummation by the Company of the transactions contemplated by this Agreement and the Transaction Documents (a) violates, conflicts with or results in the breach of any provision of the respective Governing Documents of the Company Entities, (b) violates or constitutes a default under, gives rise to any right of termination, cancellation, payment or acceleration under or results in a breach of or imposition of any Lien (other than a Permitted Lien) on any of the material properties or assets of the Company Entities or under any Material Contract of any Company Entity, or (c) assuming receipt of the Consents of Governmental Authorities described in Section 3.5, and the accuracy of Section 5.4, violates, conflicts with or results in the breach of, requires any Consent or other action by any Person under, constitutes a default under or gives rise to any right of notice, payment, termination, amendment, modification, cancellation or acceleration of any right or obligation of any Company Entity or to a loss of any benefit to which any Company Entity is entitled to, under any Material Permit, Governmental Order or Law to which any Company Entity is subject, except in the case of clause (b), as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole. As of the date of this Agreement, the Company Entities are not involved in any Action that challenges or seeks to prevent, restrain or otherwise delay the transactions contemplated by this Agreement or the Transaction Documents.

Section 3.3 Capitalization.

(a) Section 3.3 of the Seller Disclosure Schedule sets forth, as of the date hereof, a true, accurate and complete list of the Company Entities, and with respect to each Company Entity, (a) its name and jurisdiction of organization, (b) its form of organization, and (c) the issued and outstanding Interests thereof and the owners thereof. No Company Entity holds

any Interests other than Interests in another Company Entity as set forth on Section 3.3 of the Seller Disclosure Schedule.

(b) Except for this Agreement, or as set forth on Section 3.3 of the Seller Disclosure Schedule, neither Parent, CRUSA Inc., Seagrave nor any Company Entity is a party to any Contract that would require Parent, CRUSA Inc., Seagraves or such Company Entity to sell, transfer, issue or otherwise dispose of any Interests of the Company Entities.

(c) Except as set forth on Section 3.3 of the Seller Disclosure Schedules, there are no issued or outstanding (i) Interests of the Company Entities, (ii) securities of the Company Entities convertible into or exchangeable for Interests of such Company Entity, (iii) options or other rights to acquire from any Company Entity or obligations of any Company Entity to issue, any Interests or securities convertible into or exchangeable for Interests of such Company Entity, (iv) Contracts requiring the repurchase, redemption or other acquisition of any Company Entity or other Interests of any Company Entity (other than this Agreement), (v) Liens or other restrictions on transfer (including preemptive rights or rights of first refusal) of any Acquired Interests or other Interests of the Company Entities other than under this Agreement or applicable securities Laws (and none of the foregoing shall arise by virtue of or in connection with the Transaction), or (vi) equityholder agreements, voting trusts, proxies or other Contracts to which any Company Entity is a party with respect to or concerning the purchase, sale, transfer or voting of the Acquired Interest or other Interests of any Company Entity, other than this Agreement.

Section 3.4 Ownership. Sellers own or will own as of the Closing, all of the issued and outstanding Interests in the Company, being only the Acquired Interests, as set forth in Section 3.3 of the Seller Disclosure Schedule. All outstanding Interests of each Company Entity (except to the extent such concepts are not applicable under the Law of such Company Entity's jurisdiction of formation or other Law) have been duly authorized and validly issued, are fully paid and nonassessable, are free and clear of any preemptive rights, restrictions on transfer or other Liens (other than restrictions under applicable federal and state securities Laws). Subject to the entry of the Sale Order and the conditions set forth herein, at the Closing, Buyer will be vested with direct legal ownership of the Acquired Interests.

Section 3.5 Government Authorizations. Subject to entry of the Sale Order, no Consent of or by any Governmental Authority is required to be obtained or made by the Sellers or any Company Entity in connection with the execution and delivery of this Agreement and the other Transaction Documents by the Sellers or the consummation by the Sellers of the Transaction or the other transactions contemplated by this Agreement or the Transaction Documents, other than (a) the Consents set forth on Section 3.5(a) of the Seller Disclosure Schedule, (b) Regulatory Approvals set forth on Section 3.5(b) of the Seller Disclosure Schedule, (c) the Consents set forth on Section 3.5(c) of the Seller Disclosure Schedule that are not required to be made or given until after the Closing or (d) Consents which, if not made or obtained, would not reasonably be expected to be, individually or in the aggregate, material to the Company Entities, taken as a whole.

Section 3.6 Financial Statements.

(a) Set forth on Section 3.6(a) of the Seller Disclosure Schedule are accurate and complete copies of (a) the audited consolidated balance sheets of the Company as of December

31, 2021 and December 31, 2020, and the related statements of operations for the respective periods covered thereby, together with the notes thereto (collectively, the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Company as of December 31, 2022 (the "Balance Sheet Date") and the related unaudited statements of income and of cash flows of the Company for the period ending on the Balance Sheet Date (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Section 3.6(a) of the Seller Disclosure Schedule, the Financial Statements, as applicable, present fairly in all material respects, respectively, the financial position and statements of operations of the Company, at the respective dates set forth therein and for the respective periods covered thereby, and were prepared from the books and records of the Company in accordance with the Accounting Standards and Accounting Principles in all material respects (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and any year-end adjustments), consistently applied, except as otherwise noted therein.

(b) None of the Sellers or the Company Entities, and none of their respective Affiliates or Representatives, have received any written or oral complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods or internal accounting controls of the Company Entities or any Seller (with respect to the business of the Company Entities), including any complaint, allegation, assertion or claim that any of the Company Entities or any Seller (with respect to the business of the Company Entities) has engaged in improper accounting or auditing practices.

(c) The Finance Net Receivables reflected on the Financial Statements and Finance Net Receivables arising after the Balance Sheet Date and reflected on the books and records of the Company Entities (i) arose in the Ordinary Course of Business from bona fide arm's-length transactions for the sale of goods or performance of services, (ii) are valid and (iii) are collectible in the Ordinary Course of Business (subject to reserves reflected in the Financial Statements) and, to the Sellers' Knowledge, are not subject to counterclaims or setoffs. Since the Balance Sheet Date, no Company Entity has cancelled, or agreed to cancel, in whole or in part, any accounts receivable except in the Ordinary Course of Business.

(d) Section 3.6(d) of the Seller Disclosure Schedule sets forth a correct and complete list of (i) the outstanding principal balance of all Retail Installment Sale Contracts held by each of the Company Entities as of December 31, 2022, and (ii) since January 1, 2022 through December 31, 2022, all charge-offs recorded by the Company Entities on their respective books in respect thereof as of such date.

Section 3.7 Undisclosed Liabilities. The Company Entities have no material Liabilities that would be required under the Accounting Standards to be reflected on a consolidated balance sheet of the Company Entities, except for Liabilities (a) set forth, reflected in, reserved against or disclosed in the Financial Statements, (b) incurred in connection with the transactions contemplated by this Agreement, (c) incurred in the Ordinary Course of Business since the Balance Sheet Date, (d) set forth on Section 3.7 of the Seller Disclosure Schedule or (e) which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.8 Absence of Certain Changes. Except as set forth on Section 3.8 of the Seller Disclosure Schedule, from January 1, 2022 to the date hereof, (a) each Company Entity

has conducted its respective business in all material respects in the Ordinary Course of Business, (b) there has not been any change in accounting methods, principles or practices affecting the Company Entities, except as was required or permitted by Accounting Standards or Laws as set forth on Section 3.8 of the Seller Disclosure Schedule, (c) no Company Entity has acquired or divested any business or Person, by merger or consolidation, purchase of substantial assets or equity interests, or sale, or by any other manner, in a single transaction or series of related transactions, or entered into any Contract, letter of intent or similar arrangement with respect to the foregoing and (d) there has not been a Material Adverse Effect.

Section 3.9 Tax Matters.

(a) Each Company Entity has (i) timely filed, or caused to be filed, all income and other material Tax Returns that it was required to file on or prior to the date hereof, taking into account all permitted extensions, and (ii) timely paid or caused to be paid all material Taxes owed by it, whether or not shown to be due and payable on its Tax Returns. All such Tax Returns were correct and complete in all material respects as of the date hereof. There are no Liens for Taxes on any of the assets of any Company Entity other than Permitted Liens.

(b) None of the Company Entities currently is the beneficiary of any extension of time within which to file any Tax Return with respect to material Taxes. No claim has ever been made by any Governmental Authority in a jurisdiction where such Company Entity does not file Tax Returns that any Company Entity is or may be subject to taxation by that jurisdiction.

(c) Each Company Entity has withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, partner, stockholder, beneficial owner, or other third party.

(d) (i) There are no outstanding or unsettled written claims, asserted deficiencies or assessments against any Company Entity for the assessment or collection of any material Taxes, (ii) there are no ongoing or scheduled audits, examinations or other administrative or judicial proceedings with respect to any material Taxes of any Company Entity, and (iii) none of the Company Entities is a party to any Tax indemnification, Tax allocation, Tax sharing or similar agreement with respect to material Taxes, other than Contracts entered into in the Ordinary Course of Business that are not primarily related to Taxes.

(e) No Company Entity has (A) waived any statute of limitations in respect of material Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, or (B) sought or received any Tax ruling from any Governmental Authority.

(f) For U.S. federal tax purposes, each Company Entity's classification and treatment is set forth below.

(i) The Company is a partnership within the meaning of Treasury Regulations Section 301.7701-3(b).

(ii) Each of the following is a business entity that is a disregarded entity pursuant to Treasury Regulations Sections 301.7701-2(c)(2) and 301.7701-3(b):

(1) Auto Funding Services, LLC ("Services LLC");

(2) Credito Real USA Receivables, LLC ("Depositor LLC");

(3) Credito Real USA Auto Receivables Trust 2021-1 ("Issuer Trust"); and

(4) CRUSAFIN Holding LP ("Holding LP").

(iii) The Company is the owner for income tax purposes of all of the assets held by Services LLC, Depositor LLC, Issuer Trust (or by its trustee for the benefit of Issuer Trust) and Holding LP.

(iv) The Company is the obligor for income tax purposes of all of the liabilities of Services LLC, Depositor LLC, Issuer Trust (or of its trust on behalf of Issuer Trust) and Holding LP.

(v) CRUSAFIN Costa Rica, S.A. ("CRSA") is a controlled foreign corporation as defined in Section 957 of the Code.

(g) No Company Entity (A) is liable for Taxes of any predecessor, (B) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was another Company Entity) or (C) has any Liability for Taxes of any Person (other than a Company Entity) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(h) Neither Buyer nor any Company Entity will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (A) any method of accounting for a taxable period (or portion thereof) ending on or before the Closing Date; (B) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. law); (C) prepaid amount received on or before the Closing Date outside the ordinary course of business; or (D) Section 951 or Section 951A of the Code with respect to any income, asset or activity of a Company Entity in a taxable period (or portion thereof) ending on or before the Closing Date.

(i) No Company Entity is or has been a party to any listed transaction as defined in Section 6707A(c)(2) of the Code or Treasury Regulations Section 1.6011-4(b).

(j) No Company Entity claimed the employee retention credit under the Coronavirus Aid, Relief and Economic Security Act (or any similar program or provisions in any jurisdiction).

(k) The representations and warranties set forth in this Section 3.9 (i) are the sole representations and warranties regarding Taxes and (ii) are made only with respect to Tax periods ending on or prior to the Closing Date and shall not be construed as a representations and

warranties with respect to any Taxes attributable to any Tax period (or portion thereof) beginning after the Closing Date or any Tax positions taken by the Company Entities in any Tax period (or portion thereof) beginning after the Closing Date.

Section 3.10 Real Property.

(a) The Company Entities do not and have not owned any real property or any interest in real property. Except for the Leased Real Property subject to the Lease Agreements, there is no material real property used by any Company Entity in, or otherwise related or necessary to, the operation of the Company Entities. The Sellers have made available to Buyer correct and complete copies of the Lease Agreements (including any amendments, extensions or renewals with respect thereto).

(b) The Leased Real Property is in good working order, operating condition and state of repair (ordinary wear and tear excepted) and has been maintained in the manner and to the standard required under the applicable Lease Agreement, except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole.

(c) The Lease Agreements are legal, valid, binding, enforceable and in full force and effect, and neither the Company Entity party thereto, nor, to the Sellers' Knowledge, any other party thereto, is in breach or default under such Lease Agreement. Except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole, (i) each Company Entity has exclusive and peaceful possession of all Leased Real Property, (ii) no Person, other than a Company Entity, leases, subleases, licenses, possesses, uses or occupies all or any portion of the Leased Real Property, and (iii) there are no outstanding options, rights of first refusals, rights of first offer or other third-party rights to purchase, use, occupy, sell, assign or dispose of the Leased Real Property or any interest therein. Except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole, there are no pending or, to the Sellers' Knowledge, threatened (in writing) proceedings to take all or any portion of the Leased Real Property or any interest therein by eminent domain or any condemnation proceeding (or the jurisdictional equivalent thereof) or any sale or disposition in lieu thereof.

Section 3.11 [Reserved].

Section 3.12 Contracts.

(a) Section 3.12(a) of the Seller Disclosure Schedule sets forth a correct and complete list (which list is arranged in subsections to correspond to the subsections of this Section 3.12(a)), as of the date hereof, of the following Contracts to which a Company Entity is a party or under which a Company Entity has any benefits, rights or Liabilities or is otherwise bound, other than the Retail Installment Sale Contracts (each, a "Material Contract"):

(i) each Contract (or group of Contracts with the same party or its Affiliates) (A) pursuant to which the Company Entities received or made payments in excess of $250,000 in the aggregate during the 12 month period ended December 31, 2022 or (B) which provides for or contemplates aggregate future payments in excess of $250,000

to or from the Company Entities during calendar year 2023, in each case excluding any Contracts disclosed under Section 3.12(a)(viii) of the Seller Disclosure Schedule;

(ii) each Contract (A) which contains any covenant which materially restricts any of the Company Entities from competing or engaging in any geographical area, activity or business or from soliciting or hiring any Person for employment or to provide services or (B) pursuant to which any Company Entity grants to any Person the exclusive right to market, distribute or resell any product or service, or to exclusively represent any Company Entity with respect to any such product or service, act as exclusive agent for any Company Entity in connection with the marketing, distribution or sale of any product or service, or similar exclusive rights; or (C) that is a sales, commission, agency, marketing, representative or similar Contract under which the Company Entities made payments exceeding $100,000 in the aggregate during the 12 month period ending December 31, 2022 or which provides for or contemplates aggregate future payments in excess of $100,000 during calendar year 2023;

(iii) each Contract (A) under which any Company Entity has created, incurred, assumed or guaranteed any material outstanding Indebtedness for borrowed money or granted a Lien on its assets, whether tangible or intangible, to secure such Indebtedness or (B) is a swap, exchange, commodity option, hedging or other derivative Contract;

(iv) each (A) joint venture, partnership or other Contract involving a sharing of profits or losses with any other Person or (B) Contract or letter of intent for the disposition or acquisition of any business, capital stock or assets by any Company Entity;

(v) each Contract or settlement with any Governmental Authority or any other Governmental Order to which any Company Entity is subject to;

(vi) each Contract for the sale of products or services that provides terms materially and adversely different from the standard terms of the Company Entities' standards/form Contracts with dealers, customers, suppliers or vendors;

(vii) each Affiliate Arrangement;

(viii) each Lease Agreement;

(ix) each Contract providing for employment or engagement of any person on a full-time, part-time, independent contractor or other basis or otherwise providing compensation to any director, employee or individual independent contractor with an annual base salary or wage rate of $100,000 or more; and

(x) Other than (i) "shrink-wrap", "click-wrap", "web-wrap" or other licenses for commercially available software with annual aggregate license and maintenance fees of less than $250,000, (ii) licenses for Open Source Material, (iii) licenses granted to a Company Entity in employee, independent contractor and consulting agreements on such Company Entity's standard form(s) therefor, which have been provided to Buyer prior to the date hereof, (iv) licenses for the use of a Trademark, name,

logo, or other identifier where the grant of the license is not material to the purpose of such Contract, (v) licenses granted by a Company Entity to customers or end users in the ordinary course of business, (vi) incidental licenses granted by a Company Entity to vendors and service providers for the purpose of providing the applicable services to Company Entity, and (vii) confidentiality agreements, each Contract that (A) grants a Company Entity any right to use any material Intellectual Property (B) permits any third-party to use, enforce or register any material Company Owned IP, including any license agreements, coexistence agreements and covenants not to use; or (C) materially restricts the right of any Company Entity to use or register any material Intellectual Property, including settlement agreements, coexistence agreements and covenants not to sue.

(b) Each Material Contract is in full force and effect, enforceable in accordance with its terms and is the legal, valid and binding obligation of the Company Entity, which is a party to such Material Contract, subject to the Remedies Exception and, to the Sellers' Knowledge, the other parties thereto. Except as set forth in Section 3.12 of the Seller Disclosure Schedule, no Company Entity, nor to the Sellers' Knowledge, any of the other parties thereto is in breach, violation or default, and, to the Sellers' Knowledge, no event has occurred which with notice or lapse of time or both would constitute any such breach, violation or default, or permit termination, modification, or acceleration by such other parties, under such Material Contract. The Sellers have made available to Buyer an accurate and complete copy of each Material Contract, including all amendments, modifications and supplements thereto.

Section 3.13 Insurance. Section 3.13 of the Seller Disclosure Schedule contains a true, accurate and complete list of all current insurance policies maintained by or insuring any Company Entity (collectively, the "Company Insurance Policies"), including with respect to each such policy, the policy type, first named insured, policy number, carrier, term, type and amount of coverage and annual premium, and the Sellers have made available accurate and complete copies of such Company Insurance Policies to the Buyer. Sellers have provided Buyer with actual copies of run loss reports for each Company Insurance Policy since January 1, 2020. The Company Insurance Policies provide the Company Entities with insurance coverage that is customarily maintained by comparable companies in their industries. Except as set forth on Section 3.13 of the Seller Disclosure Schedule, no Company Entity has received any notice from the insurer under any such Company Insurance Policy disclaiming coverage, reserving rights with respect to a particular claim or such policy in general or canceling or materially amending any such policy, and there is no material claim by any Company Entity pending under any of the Company Insurance Policies. All premiums due and payable for such Company Insurance Policies have been duly paid.

Section 3.14 Litigation. Other than the Mexican Liquidation Proceeding, the Chapter 11 Case, the Chapter 15 Case and any adversary proceedings and contested matters commenced therein, there are (a) no outstanding Governmental Orders and (b) no Actions pending or, to the Sellers' Knowledge, threatened in writing, in each case against or involving any Company Entity that would, individually or in the aggregate, reasonably be expected to result in a material Liability to the Company Entities, taken as a whole. Section 3.14 of the Seller Disclosure Schedule sets forth a true, accurate and complete list of any Action pending or, to the Sellers' Knowledge, threatened in writing by or against each Company Entity since January 1, 2020. To the Sellers' Knowledge, there is no investigation by any Governmental Authority involving any

Company Entity or any of their respective properties, operations, assets, officers, directors, managers, agents or employees (in their respective capacities as such).

Section 3.15 Labor Matters.

(a) Section 3.15(a) of the Seller Disclosure Schedule contains a list of all persons who are employees, independent contractors or consultants of the Company Entities as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (A) name; (B) title or position (including whether full-time or part-time); (C) hire or retention date; (D) current annual base compensation rate or contract fee; (E) commission, bonus or other incentive-based compensation; and (F) a description of the fringe benefits provided to each such individual as of the date hereof.

(b) Each Company Entity is in material compliance with all Laws respecting labor, employment and employment practices, including, without limitation, all laws respecting terms and conditions of employment, health and safety, wages and hours, child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

(c) No Company Entity is a party to nor bound by any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council. No employees of any Company Entity are represented by any labor union, labor organization or works council and there are no labor agreements, collective bargaining agreements or any other labor-related agreements or arrangements that pertain to any of the employees of any Company Entity. There are no pending strikes, lockouts, work stoppages or slowdowns, pickets, boycotts, unfair labor practice charges, labor disputes, or grievances involving employees of the Company Entities.

(d) To the Sellers' Knowledge, no employee of any Company Entity is in material violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to any Company Entity or (ii) to a former employer of any such employee relating (A) that would impair the ability of, or prohibit, any such employee to be employed by any Company Entity or (B) to the knowledge or use of trade secrets or proprietary information.

(e) There are no Actions by or against any Company Entity pending, or to the Sellers' Knowledge, threatened in writing to be brought or filed, by or with any Governmental Authority in connection with the employment or termination of employment of any employee or applicant to become an employee, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay or any other employment-related matter arising under Laws. No Company Entity is party to a settlement agreement executed on or since January 1, 2020, with a current or former director, officer, employee or independent contractor of any Company Entity that involves allegations relating to sexual harassment, sexual misconduct or discrimination by either (i) an officer of any Company Entity or (ii) an employee of any Company Entity whose base compensation is or was in excess of

$110,000 per year, in each case, where such alleged conduct occurred in connection with such employee's employment with the Company Entities. To the Sellers' Knowledge, no allegations of sexual harassment or sexual misconduct have been made in the last three (3) years against (i) any officer of any Company Entity or (ii) an employee of any Company Entity whose base compensation is or was in excess of $110,000 per year, in each case, where such alleged conduct occurred in connection with such employee's employment with the Company Entities.

(f) All compensation, including wages, commissions and bonuses payable to any employees or independent contractors of the Company Entities for services performed on or prior to December 31, 2022 have been paid in full or accrued in the Company's financial records. The Company Entities have withheld all amounts required by Law or agreement to be withheld from the wages or salaries of employees and the Company Entities are not liable for any arrears of any Tax or penalties for failure to comply with the foregoing.

Section 3.16 Employee Benefits.

(a) Set forth on Section 3.16(a) of the Seller Disclosure Schedule is a true, complete and correct list of all Benefit Plans. Neither any Company Entity, nor, to the Sellers' Knowledge, any other Person has announced any plan or made any commitment to create or enter into any additional plan, arrangement, agreement or policy which would constitute a Benefit Plan if in existence on the date hereof or to amend or modify any existing Benefit Plan.

(b) Each Benefit Plan has been established, maintained and administered in all material respects in accordance with its terms and is in material compliance with all Laws, including ERISA and the Code. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualified status, or is maintained pursuant to a volume submitter or prototype document for which a favorable IRS opinion or advisory letter has been issued which may be properly relied upon by the respective Benefit Plan. All contributions to, and payments from, each Benefit Plan that are required to be made in accordance with the terms and conditions thereof and Laws (including ERISA and the Code) have been, in all material respects, timely made or properly accrued.

(c) Neither the Company Entities nor any ERISA Affiliate thereof maintains, contributes to, is required to contribute to, or has any liability with respect to (A) any defined benefit pension plan or any plan, program or arrangement subject to Title IV of ERISA, Section 302 or 303 of ERISA or Sections 412 or 436 of the Code, (B) any Multiemployer Plan (as defined in Section 3(37) of ERISA), (C) any Multiple Employer Plan (as defined in Section 413(c) of the Code), or (D) any Multiple Employer Welfare Arrangement (as defined in Section 3(40) of ERISA) and neither the Company Entities nor any ERISA Affiliate thereof has maintained, contributed to, been required to contribute to, or had any liability with respect to any plan described in clauses (A), (B), (C) or (D) above within the last six (6) years prior to the date of this Agreement.

(d) No Benefit Plan provides or has an obligation to provide post-employment medical, life insurance or other welfare benefits to any individual (other than as required under Section 4980B of the Code or any similar Law). Each "group health plan" (within the meaning of Code section 5000(b)(1)) maintained by the Company Entities is in compliance in all material respects with the applicable requirements of the Affordable Care Act all documents are in

compliance in all material respects with current Affordable Care Act requirements, to the Sellers' Knowledge, and there exists no basis upon which the Company Entities would reasonably be expected to be subject to any fine or penalty under the Affordable Care Act. The Company Entities do not sponsor any welfare plan as defined in Section 3(1) of ERISA that is a group health plan, where the benefits under which are not provided exclusively from the assets of the Company Entities or any ERISA Affiliate of the Company Entities or through insurance contracts.

(e) The Company Entities have made available to Buyer with respect to each Benefit Plan, where applicable, complete and correct copies of (A) the current plan document and amendments thereto (including all insurance contracts, evidences of coverage and other related documents); (B) the current trust agreement or other funding arrangements (including insurance policies) and amendments thereto; (C) the most recent Form 5500 annual reports; (D) the most recent summary plan description and summaries of any material modification thereto; (E) all material correspondence with the IRS, Department of Labor and Pension Benefit Guaranty Corporation regarding any Benefit Plan; (F) all discrimination testing for each Benefit Plan for the three (3) most recent plan years; (G) the most recent determination or opinion letter received from the IRS regarding the Benefit Plans; (H) the latest financial statements for the Benefit Plans; and (I) the most recent actuarial valuations, if applicable, and latest financial statement for each of the Benefits Plans.

(f) Except as set forth on Section 3.16(f) of the Seller Disclosure Schedule, there is no pending or, to the Knowledge of the Sellers, threatened, Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan or, to the Sellers' Knowledge, fiduciary of a Benefit Plan, is presently the subject of an examination, investigation or audit by any Governmental Authority or the subject of an application or filing under voluntary compliance, self-correction or similar program sponsored by any Governmental Authority (including the Employee Plans Compliance Resolution System, the Voluntary Fiduciary Correction Program or the Delinquent Filers Voluntary Correction Program). For purposes of the Benefit Plans, the Company Entities have, in all material respects, properly classified individuals providing services as independent contractors or employees, as the case may be.

(g) Except as set forth on Section 3.16(g) of the Seller Disclosure Schedule, none of the execution and delivery of this Agreement, the performance by any Party of its obligations hereunder or the consummation of the transactions (alone or in conjunction with any other event, including any termination of employment on or following the Closing Date) will (i) entitle any employee, director or other individual providing services to the Company Entities to any compensation or benefit under any Benefit Plan, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefit under any Benefit Plan, or (iii) result in any breach or violation of, or default under, or limit the Company Entities' rights to amend, modify or terminate any Benefit Plan.

(h) No Benefit Plan has engaged in any non-exempt "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) that would be expected to result in a material liability to the Company Entities. The Company Entities have not, nor to the Knowledge of the Sellers, has any other Person, engaged in any transaction with respect to any Benefit Plan that would be reasonably likely to subject the Company Entities to any material Tax or material penalty (civil or otherwise) imposed by ERISA, the Code or other Law.

(i) Each Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and that is subject to Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder during the respective time periods in which such operational or documentary compliance has been required. No Benefit Plan or individual agreement with any employee or service provider of the Company Entities provides for any actual or potential obligation to reimburse or otherwise "gross up" any Person for the interest or additional tax set forth under Section 409A(a)(1)(B) of the Code or otherwise.

(j) No Company Entity is a party to any agreement, contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or non-U.S. Tax law) in connection with the transactions contemplated by this Agreement or (ii) any amount that will not be fully deductible as a result of Section 162(m) of the Code (or any corresponding provision of state, local, or non-U.S. Tax law.

Section 3.17 Legal Compliance.

(a) Except for Laws relating to Taxes (which are addressed exclusively in Section 3.9), Laws regarding employees and related matters (which are addressed exclusively in Section 3.15), Permits (which are addressed exclusively in Section 3.19), Laws relating to intellectual property, information technology and data privacy (which are addressed exclusively in Section 3.20), the operations of the Company Entities are not being, and have not since January 1, 2020 been, conducted in violation in any material respect of any Law applicable to any relevant Company Entity, and no Company Entity (nor any Seller on behalf of any Company Entity) is in receipt of, nor has it received since January 1, 2020, any written notice with respect to any actual, alleged or potential failure to comply with any provision of Law, the Material Permits or Governmental Order. Since January 1, 2020, no Company Entity, or any of the Sellers with respect to the Company Entities, has conducted any internal investigation with respect to any potential or alleged material conflict with, defaulted under or violation of, or noncompliance with, any Law, the Material Permits or Governmental Order. To the Seller's Knowledge, as of the date of this Agreement, there is no unresolved violation with respect to any report, form, schedule, registration, statement or other document filed by, or relating to any examinations by, any Governmental Authority of any Company Entity.

(b) Since January 1, 2020, each Company Entity has complied in all material respects with all applicable Consumer Protection Laws. Since January 1, 2020, each Company Entity has conducted its operations in compliance in all material respects with applicable financial recordkeeping and reporting requirements of all Anti-Money Laundering Laws, anti-terrorist financing Laws and know-your-customer Laws administered or enforced by any Governmental Authority in jurisdictions where the applicable Company Entity conducts business.

(c) Since January 1, 2020, (i) each Company Entity and, to the Sellers' Knowledge, their respective officers, directors, agents and employees, in each case, in their capacity as such, have complied in all material respects with (A) all Anti-Bribery Laws and (B) all economic sanctions Laws including those administered by the Office of Foreign Assets Control

(collectively, "Sanctions"), in each case, solely to the extent such laws are applicable to the applicable Company Entity's business and (ii) the Company Entities have not engaged in any transactions or dealings with any Person or jurisdiction that, to the Sellers' Knowledge, is the subject or target of Sanctions. Each Company Entity has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by the Company Entities with Anti-Bribery Laws and Sanctions in all material respects, if applicable.

Section 3.18 Brokers' Fees. Except as set forth on Section 3.18 of the Seller Disclosure Schedule, no Company Entity has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of any Company Entity or Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the Transaction Documents or the consummation of the transactions contemplated hereby and thereby.

Section 3.19 Permits. Section 3.19 of the Seller Disclosure Schedule sets forth a true, accurate and complete list of the material Permits held by the Company Entities, which Permits constitute all Permits required to conduct the businesses of the Company Entities as currently conducted (the "Material Permits"). Each Company Entity is not, and has not since January 1, 2020, been, in material violation of the terms of any such Material Permits. No Company Entity has received, since January 1, 2020, any written notice of any suspension, revocation, cancellation, non-renewal or material modification, in whole or in part, of any such Material Permit, or any threat thereof. There is no Action pending that would reasonably be expected to result in the revocation or termination of any such Material Permit. There are no outstanding or unsatisfied Governmental Orders by any Governmental Authority against any Company Entity with respect to such Material Permits.

Section 3.20 Intellectual Property; Data Privacy.

(a) Section 3.20(a) of the Seller Disclosure Schedule sets forth a true, accurate and complete list of all (i) domain names, (ii) material proprietary computer software, and (iii) registered and material unregistered Trademarks or pending applications for Trademarks, in each case that are included in the Company Owned IP. The Company does not own any (x) patents or pending applications for patents, or (y) registered copyrights. Except as disclosed in Section 3.20(a) of the Seller Disclosure Schedule, all Company Owned IP that is the subject of a registration or pending application is valid and enforceable, in good standing, and all required filings and fees related to such Company Owned IP have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars. No Governmental Order has been rendered in any Action denying the validity of a Company Entity's right to register, or a Company Entity's rights to own or use, any Company Owned IP. The Company Entities own, free and clear of all Liens (except for Permitted Liens), all right, title and interest in and to the Company Owned IP. Company has not granted any material right, license or interest in or to the Company Owned IP to any third party.

(b) To the Sellers' Knowledge, no third party is infringing upon, misappropriating or otherwise violating any Company Owned IP, and since January 1, 2020, until the date of this Agreement, the Company Entities have not sent any notice to or asserted or threatened in writing any action or claim against any Person involving or relating to any Company

Owned IP. Except as would not, individually or in the aggregate, impose a material Liability on the Company Entities, the conduct of the business of the Company Entities in the manner formerly conducted, currently conducted and as currently contemplated by Sellers or the Company Entities to be conducted, did not and does not infringe upon, misappropriate, dilute or otherwise violate any Intellectual Property owned by a third party. The Company Entities have not received any written communication since January 1, 2020, alleging that any Company Entity has infringed or, misappropriated, diluted or otherwise violated any material Intellectual Property of any Person. Except as set forth in Section 3.20(b) of the Seller Disclosure Schedule, on the Closing Date, the Company Entities will have the right and license to use all in-bound Intellectual Property licenses, in the same manner and subject to the same limitations and scope as the applicable Company Entity had immediately prior to the Closing, except, in each case, as would not, individually or in the aggregate, impose a material Liability on the Company Entities.

(c) The Company Entities are in material compliance with all applicable Data Protection Laws. To the Knowledge of the Sellers, there have been no failures, unauthorized disclosures or uses of Personal Data, security breaches or other material adverse events affecting the software, computer hardware, firmware, networks, interfaces and related systems used by and under the control of the Company Entities or the Sellers (collectively, "IT Systems"). The Company Entities provide for the back-up and recovery of material data and have implemented commercially reasonable disaster recovery plans and procedures. The Company Entities and the Sellers have taken commercially reasonable steps for a business engaged in the industries in which they are engaged (including implementing and monitoring compliance with adequate measures with respect to technical and physical security) designed to protect the integrity and security of the IT Systems and the information stored therein (including all Personal Data, trade secrets and other confidential information owned, collected, protected or maintained by the Company Entities and the Sellers) from misuse or unauthorized use, access, disclosure or modification by third parties. The IT Systems (a) are adequate for the operation of the business of the Company Entities and the Sellers as currently conducted, (b) to Sellers' Knowledge, perform in material conformance with their documentation and (c) are to Sellers' Knowledge free from any virus, Trojan horse, or "back door" material defect, other than for manufacturers' design defects. To the Knowledge of the Sellers, the Company Entities have not experienced any loss, damage, or unauthorized access, disclosure, use, or breach of security of any Personal Data in any Company Entity's possession, custody, or control, or otherwise held or processed on its behalf.

(d) The representations and warranties in this Section 3.20 are the sole and exclusive representations and warranties relating to intellectual property and data privacy matters.

Section 3.21 Affiliate Transactions. None of the Sellers, nor any directors or officers of the Company, nor any of their respective Affiliates (a) is party to any Contract with any Company Entity (other than (x) employment arrangements entered into in the Ordinary Course of Business and (y) any agreement or transaction which is not substantially less favorable to the applicable Company Entity as would reasonably be expected to be obtained by such Company Entity at the time in a comparable arm's length transaction with a Person not affiliated with such

Company Entity), or (b) owns any material property or right, tangible or intangible, that is used by any Company Entity.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES REGARDING EACH SELLER

On the date hereof and as of the Closing Date, each Seller represents and warrants, severally and not jointly (and only as to itself or himself and not as to the other Seller), to Buyer, except as set forth in the corresponding sections of the Seller Disclosure Schedule, as follows:

Section 4.1 Organization; Legal Capacity. Parent is an entity duly organized, validly existing, and in good standing under the Laws of Mexico. CRUSA Inc. is an entity duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seagrave is an individual domiciled in the State of Florida. Subject to the necessary authority from the Bankruptcy Court, the Mexican Liquidation Court and/or the Mexican Liquidator, as applicable, Parent and CRUSA, Inc. have all requisite corporate power and authority to carry on their business as currently conducted, and to own, lease and operate their properties where such properties are now owned, leased or operated, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 4.2 Authorization; Enforceability. Parent and CRUSA Inc. have, subject to the Bankruptcy Court's entry of the Sale Order and any necessary approvals from the Mexican Liquidation Court, all requisite corporate power and authority, and Seagrave has all legal capacity, power and authority, in each case, to execute and deliver this Agreement and the other Transaction Documents to which such Seller is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transaction and the transactions contemplated hereby and by the Transaction Documents. The execution, delivery and performance by Parent and CRUSA Inc. of this Agreement and such other Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary company or other action on the part of Parent and CRUSA Inc., as applicable. This Agreement has been, and each Transaction Document to which such Seller, and with respect to Parent, subject to the Bankruptcy Court's entry of the Sale Order and any necessary approvals from the Mexican Liquidation Court, is or will be a party has been or will be, duly executed and delivered by such Seller and constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, subject to the Remedies Exception.

Section 4.3 Title.

(a) Upon the terms and subject to the conditions contained in this Agreement and, with respect to Parent and CRUSA Inc., subject to requisite Bankruptcy Court approvals and the terms of the Sale Order and any necessary approvals from the Mexican Liquidation Court, such Seller is (or, in the case of Parent, will be after the consummation of the Reorganization) the record, legal and beneficial owner of the Acquired Interests set forth opposite such Seller's name on Section 3.3 of the Seller Disclosure Schedule (and other than as otherwise set forth on Section 3.3 of the Seller Disclosure Schedule, owns (or, in the case of Parent, will own after the consummation

of the Reorganization), of record or beneficially, no other Interests in the Company or any Company Entity), and such Seller has good and marketable title to such Acquired Interests, free and clear of all Liens. Such Seller has (or, in the case of Parent, will have after the consummation of the Reorganization) full right, power and authority to transfer and deliver to the Buyer valid title to the Acquired Interests held by such Seller, free and clear of all Liens. Subject to entry of the Sale Order, the assignments, endorsements, membership interest powers and other instruments of transfer delivered by the Sellers to the Buyer at the Closing are sufficient to transfer such Seller's entire interest, legal and beneficial, in the Acquired Interests and, immediately following the Closing, the Buyer will be the record and beneficial owner of the Acquired Interests and have good and marketable title to the Acquired Interests, free and clear of all Liens. Except pursuant to this Agreement, there is no contractual obligation pursuant to which any Seller has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any equity interests in any Company Entity.

(b) Except as set forth on Section 4.3(b) of the Seller Disclosure Schedule and this Agreement, there is no Contract pursuant to which any Seller has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any Interests in the Company Entities. There are no equityholder agreements, voting trusts, proxies or other Contracts to which any Seller is a party with respect to or concerning the purchase, sale, transfer or voting of the Acquired Interests or other Interests of any Company Entity, other than this Agreement.

Section 4.4 Brokers' Fees. With the exception of Riveron Consulting, LLC, neither Seller nor any of its or his Affiliates has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of any Company Entity or Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the other Transaction Documents to which such either Seller is or will be a party or the consummation of the Transaction. Each Seller acknowledges and agrees that it is solely liable for payment of any broker's fees owed to any brokers retained by such Seller relating to or arising from this Agreement, including any broker's fees owed by the CR Sellers to Riveron Consulting LLC.

Section 4.5 Litigation. Except for the Mexican Liquidation Proceeding and any adversary proceedings or contested matters pending in connection therewith, there are (a) no outstanding Governmental Orders and (b) no Actions pending or, to such Seller's Knowledge, threatened in writing, before any Governmental Authority, in each case against any such Seller that would, individually or in the aggregate, that would reasonably be expected to materially interfere with, prevent or materially delay the ability of such Seller to enter into and perform its obligations under this Agreement or consummate the Transaction.

Section 4.6 No Additional Representations and Warranties. Except for the express representations and warranties provided in Article III and this Article IV and any certificate delivered pursuant to this Agreement, neither of the Sellers nor any of their respective Affiliates, nor any of their respective Representatives or equity holders or any other Person acting on either Seller's behalf has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to the Sellers or any of the Company Entities (including any representation or warranty relating to financial condition, results of operations, assets or liabilities of any of the Company Entities) to Buyer, Buyer Parent or any of

their Affiliates or their respective Representatives or equity holders or any other Person, and the Sellers, on behalf of themselves and their respective Affiliates and Representatives, hereby disclaim any such other representations or warranties and no such party shall be liable in respect of the accuracy or completeness of any information provided to Buyer, Buyer Parent or any of their Affiliates or their respective Representatives or equity holders other than the express representations and warranties provided in Article III and this Article IV and any certificate delivered pursuant to this Agreement. Except for the representations and warranties contained in Article III and this Article IV (as modified by the Disclosure Schedules), Sellers are selling the Acquired Interests "as is-where is" and disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer, Buyer Parent or their Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer or Buyer Parent by any Representative of Seller). Neither of the Sellers nor any of their respective Affiliates, nor any of their respective Representatives or equity holders or any other Person acting on either Seller's behalf is, directly or indirectly, orally or in writing, making any representations or warranties regarding any pro-forma financial information, financial projections or other forward-looking prospects, risks or statements (financial or otherwise) of the Company Entities to Buyer, Buyer Parent or their Affiliates (including any opinion, information, projection or advice in any management presentation or the confidential information memorandum provided to Buyer or Buyer Parent), and the Sellers, on behalf of themselves and their respective Affiliates and Representatives, hereby disclaim all Liability and responsibility for any such information and statements. It is understood that any due diligence materials made available to Buyer, Buyer Parent or their Affiliates or their respective Representatives do not, directly or indirectly, and shall not be deemed to, directly or indirectly, contain representations or warranties of the Sellers or their respective Affiliates or their respective Representatives.

ARTICLE V

REPRESENTATIONS AND WARRANTIES REGARDING BUYER AND BUYER PARENT

On the date hereof and as of the Closing Date, each of Buyer and Buyer Parent represents and warrants to the Sellers, except as set forth in the corresponding sections of the Buyer Disclosure Schedule, as follows:

Section 5.1 Organization; Legal Capacity. Buyer is a corporation, duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of the State of Florida. Buyer has all requisite organizational power and authority to carry on its business as currently conducted by it and to own, lease and operate its properties where such properties are now owned, leased or operated. Buyer is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased by it or in which the conduct of its business requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby. Buyer Parent is a *sociedad anónima de capital variable* duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of Mexico. Buyer Parent has all requisite organizational power and authority to carry on its business as currently conducted by it and to own, lease and operate its properties where such properties are

now owned, leased or operated. Buyer Parent is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased by it or in which the conduct of its business requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.2 Authorization. Each of Buyer and Buyer Parent has all requisite organizational power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transaction and the transactions contemplated hereby and by the Transaction Documents. The execution, delivery and performance by each of Buyer and Buyer Parent of this Agreement and such other Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary corporate and other organizational action on the part of Buyer and Buyer Parent, as applicable. This Agreement has been, and each Transaction Document to which Buyer and Buyer Parent is or will be a party has been or will be, duly executed and delivered by Buyer and Buyer Parent and constitutes a legal, valid and binding obligation of Buyer and Buyer Parent, enforceable against each of them in accordance with its terms, subject to the Remedies Exception.

Section 5.3 Non-contravention. Neither the execution and delivery of this Agreement or the other Transaction Documents to which Buyer or Buyer Parent is or will be a party, nor the consummation by Buyer or Buyer Parent of the Transaction or the other transactions contemplated by this Agreement and the Transaction Documents (a) violates, conflicts with or results in the breach of any provision of the Governing Documents of Buyer, (b) violates or results in a breach of any material agreement, contract, lease, license, instrument or other arrangement to which Buyer or any of its Affiliates is a party or by which any of their respective properties are bound, or (c) assuming the accuracy of Section 3.5 and Section 4.4, and the receipt of the Consents described in Section 5.4, violates, conflicts with or results in the breach of, requires any consent or other action by any Person under, constitutes a default under or gives right to any right of notice, payment, termination, amendment, modification, cancellation or acceleration of any right or obligation of any benefit to which Buyer or Buyer Parent is entitled to, under any Permit, Governmental Order or any Law to which Buyer or Buyer Parent is subject. As of the date of this Agreement, neither Buyer or Buyer Parent is involved in any legal, administrative or arbitration Action that challenges or seeks to prevent or otherwise delay the Transaction.

Section 5.4 Government Authorizations. Assuming the accuracy of Section 3.5 and Section 4.4, and the receipt of the Consents and Regulatory Approvals described in Section 3.5, no other Consent or Regulatory Approval of, with or to any Governmental Authority is required to be obtained or made by or with respect to Buyer, Buyer Parent or any of their Affiliates in connection with the execution and delivery of this Agreement and the other Transaction Documents by Buyer and Buyer Parent or the consummation by Buyer and Buyer Parent of the Transaction.

Section 5.5 Financial Capacity. Each of Buyer and Buyer Parent has, and will have prior to the Closing, sufficient cash or other sources of immediately available funds to pay in cash the Purchase Price in accordance with the terms of Article II and for all other actions

necessary for each of them to consummate the Transaction and perform its obligations hereunder, including in respect of their obligations pursuant to Section 6.16(a)(ii). Each of Buyer and Buyer Parent acknowledges that receipt or availability of funds or financing by Buyer, Buyer Parent or any of their Affiliates shall not be a condition to their obligations hereunder. No funds to be paid to the Sellers have derived from or will have been derived from, or constitute, either directly or indirectly, the proceeds of any criminal activity or otherwise in violation of any Laws, including any Anti-Money Laundering Laws.

Section 5.6 Investment. Buyer is aware that the Acquired Interests being acquired by Buyer pursuant to the Transaction have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or under any state securities Laws. Buyer is not an underwriter, as such term is defined under the Securities Act, and Buyer is purchasing the Acquired Interests for its own account solely for investment and not with a view toward, or for sale in connection with, any distribution thereof within the meaning of the Securities Act, nor with any present intention of distributing or selling any of the Acquired Interests. Buyer and its Affiliates acknowledge that none of them may sell or otherwise dispose of the Acquired Interests except in compliance with the registration requirements or exemption provisions under the Securities Act and the rules and regulations promulgated thereunder, or any other applicable securities Laws. Buyer is an "accredited investor" as defined under Rule 501 promulgated under the Securities Act.

Section 5.7 Litigation. There are (a) no outstanding Governmental Orders and (b) no Actions pending or, to Buyer's Knowledge, threatened in writing, before any Governmental Authority, in each case against Buyer or Buyer Parent that would, individually or in the aggregate, reasonably be expected to materially interfere with, prevent or materially delay the ability of Buyer and Buyer Parent to enter into and perform their obligations under this Agreement or consummate the Transaction.

Section 5.8 Brokers' Fees. None of Buyer, Buyer Parent or any of their Affiliates has any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of the Sellers, the Company Entities or any of their Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the other Transaction Documents to which each of Buyer and Buyer Parent is or will be a party or the consummation of the Transaction. Each of Buyer and Buyer Parent acknowledges and agrees it is solely liable for the payment of any broker's fees owed to any brokers retained by any of them relating to or arising from this Agreement or the Transaction, including any broker's fees owed to Broadspan Capital.

Section 5.9 Information.

(a) Except with respect to the representations and warranties given in Articles III and IV and any certificate delivered pursuant to this Agreement, Buyer has relied solely on its own legal, tax and financial advisers for its evaluation of its investment decision to purchase the Acquired Interests and to enter into this Agreement and not on the advice of the Sellers or its legal, tax or financial advisers. Buyer acknowledges that any financial projections that may have been provided to it are based on assumptions of future operating results based on assumptions about certain events (many of which are beyond the control of the Sellers). Buyer understands that no assurances or representations can be given that the actual results of the operations of any Company

Entity will conform to the projected results for any period. Buyer specifically acknowledges that no representation or warranty has been made, and that Buyer has not relied on any representation or warranty, as to the accuracy of any projections, estimates or budgets, future revenues, future results from operations, future cash flows, the future condition (whether financial or other) of any Company Entity, or the businesses or assets thereof, or, except as expressly set forth in this Agreement, any other information or documents made available to Buyer, its Affiliates or its or their respective Representatives or equity holders.

(b) Buyer and its Representatives and equity holders, acknowledge and agree that neither of the Sellers nor any of their respective Affiliates, nor any of its or their respective Representatives or equity holders, is making any representation or warranty whatsoever, express or implied, beyond those expressly given in Article III and Article IV and the Transaction Documents, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of any of the Company Entities.

(c) The Sellers and the Company Entities have provided Buyer with such access to the facilities, books, records and personnel of the Company Entities as Buyer has deemed necessary and appropriate in order for Buyer to investigate the businesses and properties of the Company Entities to make an informed investment decision to purchase the Acquired Interests and to enter into this Agreement. Buyer (either alone or together with its advisors) has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its purchase of the Acquired Interests and is capable of bearing the economic risks of such purchase. Buyer's acceptance of the Acquired Interests on the Closing Date shall be based upon its own investigation, examination and determination with respect thereto as to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement and any certificate delivered pursuant to this Agreement or any Transaction Document.

Section 5.10 Sufficiency of Funds. Each of Buyer and Buyer Parent has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 5.11 No Outside Reliance. Except as otherwise expressly provided in this Agreement, neither Buyer nor Buyer Parent has relied and will not rely on, and Sellers are not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Acquired Interests or relating thereto made or furnished by Sellers. BUYER AND BUYER PARENT FURTHER ACKNOWLEDGE THAT SHOULD THE CLOSING OCCUR, BUYER WILL ACQUIRE THE ACQUIRED INTERESTS IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR

WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WITH RESPECT TO ENVIRONMENTAL, HEALTH OR SAFETY MATTERS).

ARTICLE VI
COVENANTS

Section 6.1 Conduct of the Company.

(a) From the date hereof until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article IX (the "Interim Period"), except as (i) set forth in Section 6.1(a) of the Seller Disclosure Schedule, (ii) may be required or not otherwise prohibited by this Agreement (including in order to consummate the Reorganization), (iii) required by Law or any Governmental Order to which Sellers or any Company Entity is bound, or (iv) otherwise consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such consent shall be deemed to have been given if Buyer does not object within five Business Days after the date on which Sellers and the Company request such consent in compliance with Section 10.3 (*Notices*)), (x) each Seller shall cause the Company to and (y) the Company shall, and shall cause the other Company Entities to:

(i) conduct the Company Entities' respective businesses and operations in all respects in the Ordinary Course of Business; and

(ii) use commercially reasonable efforts to (A) preserve and maintain the assets and properties of the Company Entities in reasonably good operating condition, ordinary wear and tear excepted for physical assets; and (B) preserve and maintain the material business relationships with customers, suppliers, distributors and others with whom the Company Entities deal in the Ordinary Course of Business.

(b) Without limiting the generality of the foregoing, during the Interim Period, except as (i) set forth in Section 6.1(b) of the Seller Disclosure Schedule, (ii) may be required or not otherwise prohibited by this Agreement (including in order to consummate the Reorganization), (iii) required by Law or any Governmental Order to which Sellers or any Company Entity is bound or (iv) otherwise consented in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such consent shall be deemed to have been given if Buyer does not object within five Business Days after the date on which Sellers and the Company request such consent in compliance with Section 10.3 (*Notices*)), (x) each Seller shall cause the Company not to and (y) the Company shall not, and shall cause the other Company Entities not to:

(i) amend the Governing Documents of any Company Entity;

(ii) (1) (x) purchase, repurchase, redeem or otherwise acquire or (y) issue, transfer, authorize, deliver, sell, grant, pledge, encumber or otherwise dispose of, any (A) Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity or (B) warrants, calls, options or other rights to acquire any Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity; or (2) split, combine, subdivide, reclassify

or otherwise alter the terms of any Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity;

(iii) declare, set aside or pay any dividend or distribution;

(iv) except as required by a change in the Accounting Standards, change any accounting methods, principles, policies or practices (including with respect to amortization, loan loss reserves, discounts, charge-offs and recoveries) of any Company Entity;

(v) sell, lease (as lessor), license, mortgage or otherwise subject to any Lien (other than Permitted Liens), allow to lapse or expire, or otherwise dispose of any properties, rights, assets or interests of any Company Entity, other than (1) in the Ordinary Course of Business pursuant to Contracts in force on the date hereof and made available to Buyer on or prior to the date hereof and, to the extent not otherwise included on the Seller Disclosure Schedule, as set forth on Section 6.1(b)(v) of the Seller Disclosure Schedule, (2) dispositions of immaterial or obsolete physical assets in the Ordinary Course of Business, (3) dispositions of delinquent or charged-off Retail Installment Sale Contracts (or the vehicle thereunder) in the Ordinary Course of Business and (4) sales of Retail Installment Sale Contracts pursuant to transactions between the Company, on the one hand, and any other Company Entity, on the other hand;

(vi) make any loans (other than with respect to Retail Installment Sale Contracts), advances or capital contributions to or investments in any Person or otherwise form, create or otherwise acquire any Interests;

(vii) merge or consolidate with, or purchase substantially all of the assets or business of, or effect or enter into any partnership or joint venture transaction (or any other corporate transaction or combination having similar effects to any of the foregoing in this clause (vii)) with, any Person;

(viii) incur any indebtedness for borrowed money or guarantee such indebtedness of another Person, or issue or sell any debt securities or other rights to acquire any debt securities, other than indebtedness incurred in the Ordinary Course of Business, including under the Existing Credit Facility;

(ix) (1) settle or compromise any Action or threatened Action, or release, dismiss or otherwise dispose of any claim, other than settlements or compromises of Actions or releases, dismissals or dispositions of claims that (A) involve the payment by the Company Entities of monetary damages in an amount not in excess of $50,000 individually or $250,000 in the aggregate (measured in the aggregate among all Company Entities, taken as a whole) and (B) do not impose restrictions on the business or operations of any Company Entity; provided, that no Company Entity shall settle or compromise any Action brought by a Governmental Authority without the Buyer's consent; or (2) enter into any Contract or arrangement with any Person (including arrangements that are not legally binding) or make any payment (regardless of form or amount) to any Person or at the

direction of any Person, in each case in respect of, arising out of or relating to any Cybersecurity Incident;

(x) enter into or modify, amend, extend or terminate, or waive, release or assign any rights or claims under, (1) any Material Contract (or Contract that would have been a Material Contract if entered into prior to the entry of this Agreement) other than in the Ordinary Course of Business and so long as such modification, amendment, extension, termination, waiver, release or assignment is not adverse in any material respect to the applicable Company Entity, other than any extensions to the Existing Credit Facility, or (2) any Affiliate Arrangement (or a Contract, arrangement, understanding, practice or other transaction that would have been an Affiliate Arrangement if entered into prior to the entry of this Agreement);

(xi) (1) make, change or revoke any material tax election or settle or compromise any material Tax Contest for a material amount of Tax; or (2) change any material Tax accounting method or annual accounting period, file any amended Tax Return, enter into a Tax sharing, allocation or indemnity agreement, enter into a "closing agreement" within the meaning of Section 7121 (or any similar provision of state, local, or foreign law), apply for or request a Tax ruling, or surrender any right to claim a Tax refund, in each case, with respect to material Taxes;

(xii) other than as required by Section 6.4, assign, transfer, cancel, let lapse or fail to use commercially reasonable efforts to obtain, maintain, extend or renew any Permit that is required for any Company Entity to operate its business as of the date of this Agreement or, if such business is changed in compliance with this Agreement, as of such time;

(xiii) assign, transfer, cancel, let lapse or fail to use commercially reasonable efforts to obtain, maintain, extend or renew any Company Insurance Policies;

(xiv) other than in the Ordinary Course of Business, (1) change, in any material respect, any underwriting, credit, collection, recovery, repossession, charge-off, score card, privacy or other similar policies, practices or procedures of any of the Company Entities as in effect on the date of this Agreement (collectively, the "Company Policies") or (2) modify, settle, waive, collect or enforce any Retail Installment Sale Contract in any manner other than in the Ordinary Course of Business in accordance with the applicable Company Policies (or fail to modify, settle, waive, collect or enforce any Retail Installment Sale Contract in the Ordinary Course of Business as required or provided by the applicable Company Policies);

(xv) other than as required by the existing terms of any Benefit Plan or Contract in effect on the date hereof: (1) grant or increase any severance or termination pay to any current or former employee or natural independent contractor of any Company Entity; (2) enter into or amend any employment, severance or termination agreement with any current or former employee or natural independent contractor of any Company Entity who has an annual base pay or fees greater than $110,000, except as set forth in Schedule 6.1(b)(xv); (3) establish, adopt, terminate or amend any Benefit Plan (including any plan,

agreement or arrangement that would be a Benefit Plan if in effect on the date hereof) other than for immaterial amendments or amendments in the Ordinary Course of Business; (4) take any action to accelerate the vesting or payment, or fund or secure the payment, of compensation or benefits under a Benefit Plan; (5) grant or increase any change-in-control or retention bonus to any current or former employee or natural independent contractor of any Company Entity; (6) amend the funding policy or contribution rate of any Benefit Plan or change any underlying assumptions to calculate benefits payable under any Benefit Plan, except as may be required by the Accounting Standards; or (7) grant any other increase in compensation, bonus or other payments or benefits payable to any current or former employee or natural independent contractor of any Company Entity who has an annual base pay or fees greater than $110,000;

(xvi) (1) modify, renew, extend, or enter into any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council, or (2) recognize or certify any labor union, labor organization, works council, or group of employees of any Company Entity as the bargaining representative for any employees of any Company Entity, in the case of (1) and (2), except as required by the terms of any such labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council;

(xvii) (1) except as set forth in Schedule 6.1(b)(xv), hire or engage any person to be an officer or employee of, or a service provider to, any Company Entity, other than the hiring or engagement of employees or service providers with annual base pay or fees not in excess of $110,000 and in the Ordinary Course of Business; or (2) terminate the employment of any current officer or employee of any Company Entity with annual base pay in excess of $110,000 other than for cause (as determined in accordance with past practice); or (3) waive, release (in whole or in part), or knowingly fail to enforce the restrictive covenant obligations of any current or former employee, independent contractor, officer or director of any Company Entity;

(xviii) grant any Person any right to register or exclusive right to use any Company Owned IP or dispose of or transfer, or permit to lapse, any Company Owned IP;

(xix) (w) purchase or acquire any real property or transfer, convey, sell or dispose of any Leased Real Property, (x) enter into any new real property agreement, (y) amend in any material respect, renew or waive any material provision of any Lease Agreement, or (z) rescind, allow to expire or terminate any Lease Agreement; or

(xx) agree, commit or Contract, whether in writing or otherwise, to do any of the foregoing.

(c) Other than the Buyer's right to consent or to withhold consent with respect to the foregoing matters, nothing contained in this Agreement shall be construed to give Buyer or any of its Affiliates, directly or indirectly, any right to control or direct the businesses of the Company Entities prior to the Closing or any other businesses or operations of the Sellers or their respective Affiliates. Subject to the terms and conditions of this Agreement, during the Interim

Period the Sellers, unless otherwise ordered by the Bankruptcy Court or the Mexican Liquidation Court (provided that Sellers have not directly or indirectly petitioned, sought, requested or moved for such order of the Bankruptcy Court or the Mexican Liquidation Court or authorized, supported or directed any other Person to petition, seek, request or move for such order of the Bankruptcy Court or the Mexican Liquidation Court) shall exercise such control and supervision of the Company Entities and of their respective businesses and operations as is consistent with the terms and conditions of this Agreement and their respective Governing Documents.

Section 6.2 Exceptions (to Conduct of the Company). Notwithstanding anything to the contrary in Section 6.1 and unless otherwise ordered by the Bankruptcy Court or the Mexican Liquidation Court, the Sellers and the Company Entities shall not be (i) prevented from undertaking or (ii) required to obtain the Buyer's consent in relation to:

(a) any matter contemplated pursuant to the express terms of this Agreement;

(b) any matter set forth in the applicable subsections of Section 6.1(b) of the Seller Disclosure Schedule;

(c) the hirings set forth in Schedule 6.1(b)(xv); and

(d) any matter required by Law, any Governmental Order or any Contract to which Sellers or any Company Entity is bound.

Section 6.3 Access to Information; Confidentiality.

(a) During the Interim Period, the Sellers and the Company shall, and the Company shall cause the other Company Entities to, upon reasonable prior notice from Buyer, permit Buyer and its Representatives, including its independent accountants, to have reasonable access to the properties, books, Contracts, personnel and other records of the Company Entities during normal business hours to the extent reasonably necessary for Buyer to familiarize itself with such matters and consummate the transactions contemplated by this Agreement; provided, that (i) such investigation shall not unreasonably disrupt personnel and operations of the Company Entities and (ii) Buyer shall use its commercially reasonable efforts to minimize any such disruption. All such requests for access to the properties, books, Contracts, personnel and other records of the Company Entities shall be made to such Representatives of the Sellers and the Company as the Sellers and the Company, as applicable, shall designate, who shall be solely responsible for coordinating all such requests. Notwithstanding anything herein to the contrary, neither the Sellers nor any Company Entity shall be required to: (i) provide access or information to Buyer or any of its Representatives, whether during the Interim Period or after the Closing, that would reasonably be expected to violate Law or cause the forfeiture of attorney-client privilege (provided that in the event that the restrictions in this clause (i) apply, the Company shall provide, or cause to be provided, to Buyer a reasonably detailed description of the information not provided and the Company shall cooperate in good faith to design and implement alternative disclosure arrangements to enable Buyer to evaluate any such information without resulting in any violation of Law or forfeiture of privilege) and (ii) provide any information relating to the sale process, bids received from other Persons in connection with the transactions contemplated by this Agreement and information and analysis (including financial analysis) relating to such bids. Buyer

acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, all documents, materials, communications, analyses and other information relating to the sale process, and bids received from Buyer and other Persons in connection with the transactions contemplated by this Agreement that are in the possession of the Company or any of its Subsidiaries as of the date hereof and through the Closing will be transferred to Sellers prior to or as of the Closing and Sellers shall not be required to grant access to such documents, materials and other information to Buyer or any of their respective Affiliates at any time. Buyer shall indemnify and hold harmless Sellers, their Affiliates and their respective Representatives for any and all losses incurred by Sellers, their Affiliates or their respective Representatives, directly arising out of actions specifically requested by Buyer pursuant to this Section 6.3.

(b) Buyer's right of access and any information obtained by Buyer, its Affiliates and Representatives in connection with the transactions contemplated by this Agreement shall be subject to the provisions of the Confidentiality Agreement. The terms of the Confidentiality Agreement are hereby incorporated by reference and shall survive the termination of this Agreement and continue in full force and effect thereafter pursuant to the terms thereof. From and as of the Closing Date, the Confidentiality Agreement shall be deemed to have been terminated by the parties thereto as it related to Confidential Information (as defined in the Confidentiality Agreement) that relates solely to the Company Entities and shall no longer be binding with respect thereto.

(c) For a period of 24 months following the Closing, each Seller shall, and shall cause its Affiliates and Representatives to, treat as confidential, non-public and proprietary, not use, not disclose to any other Person and safeguard any confidential or proprietary information to the extent relating to the Company Entities by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information as each Seller or its Affiliates and Representatives used with respect thereto prior to the execution of this Agreement, provided, that each Seller may disclose or may permit disclosure of, such information (i) to its Representatives who have a need to know such information to the extent that they are informed of their obligation to hold such information confidential to the same extent as is applicable to such Seller, (ii) to the extent that such Seller, its Subsidiaries or its or their Representatives are required to disclose any such information pursuant to applicable Law or pursuant to the applicable rules and regulations of any securities exchange applicable to listed companies, (iii) in connection with the enforcement of any right or remedy relating to this Agreement or any other Transaction Documents or the transactions contemplated hereby and thereby, (iv) in connection with any dispute or claim or any tax matter relating to such Seller's prior ownership of the applicable Acquired Interest, (v) any information that is publicly available other than in contravention of this Section 6.3, or (vi) to the extent required to be disclosed by any Governmental Authority or Governmental Order or otherwise by applicable Law or regulation. If following the Closing, a Seller or any of its respective Affiliates or Representatives are requested or required to disclose (after such Seller has used commercially reasonable efforts to avoid such disclosure and after promptly advising and consulting with Buyer about such Person's intention to make, and the proposed contents of, such disclosure) any such confidential or proprietary information pursuant to a Governmental Order, such Seller shall, or shall direct such Seller's Affiliate or Representative to, to the extent reasonably possible, provide Buyer with prompt written notice of such request so that Buyer may seek an appropriate protective order or other appropriate remedy at Buyer's sole cost. At any time that such protective order or remedy has not been

obtained, such Seller, or such Seller's Affiliate or Representative, may disclose only that portion of the confidential or proprietary information which such Person is legally required to disclose or of which disclosure is required to avoid sanction for contempt or any similar sanction, and such Seller shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such confidential or proprietary information so disclosed.

Section 6.4 Consents and Approvals.

(a) Subject to the terms and conditions hereof, during the Interim Period, each Party shall use commercially reasonable efforts to, as applicable to such Party (i) promptly take, or cause to be taken, any and all actions, and to promptly do, or cause to be done, any and all things that, in each case, may be necessary, proper or advisable under this Agreement or Law to consummate and make effective, as promptly as reasonably practicable after the date of this Agreement, the Transaction and the other transactions contemplated by this Agreement or the Transaction Documents, (ii) prepare and make, as soon as is practical following the date when Buyer is selected as Successful Bidder, all necessary, proper or advisable filings, notices or other communications in connection with the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents that may be required to obtain any necessary Consent or Regulatory Approvals prior to the Closing Date and (iii) with respect to the Consents set forth in Section 3.5(a) of the Seller Disclosure Schedule and Regulatory Approvals in Section 3.5(b) of the Seller Disclosure Schedule, as soon as is practical following the date when Buyer is selected as Successful Bidder, submit such necessary, proper or advisable filings or notices. During the Interim Period, each Party shall use commercially reasonable efforts to submit the subsequent or supplemental filings, information or documents reasonably required or requested by any Governmental Authority (or needed for any other Party to make the applicable filings or notifications such Party is required to make hereunder) as soon as practicable after getting the other Party's approval of the relevant action, and cooperate with one another in the preparation of such filings and any subsequent procedure in such manner as is reasonably necessary and appropriate. Buyer shall be responsible for the payment of all filing fees to Governmental Authorities in connection with all filings or notices to Governmental Authorities required under this Section 6.4 (including any Consents and Regulatory Approvals). No Party shall, at any time during or prior to the performance of its obligations hereunder, secure any Consent or Regulatory Approvals from any Governmental Authority in violation of Anti-Bribery Laws.

(b) Each Party shall use commercially reasonable efforts to notify the other Party(ies) promptly upon the receipt by such Party or its Affiliates or Representatives of (i) any written comments or questions from any officials of any Governmental Authority in connection with any filings or notices made pursuant to Section 6.4(a) and (ii) any written request by any Governmental Authority for amendments or supplements to any filings made with such Governmental Authority or answers to any questions, or the production of any documents, relating to an investigation of the Transaction by any Governmental Authority. Whenever any event occurs that is required by a Governmental Authority to be set forth in an amendment or supplement to any filing or notice made pursuant to Section 6.4(a), each Party shall promptly inform the other Party of such occurrence and use reasonable best efforts to cooperate in filing promptly with the applicable Governmental Authority such amendment or supplement. Without limiting the generality of the foregoing, each Party shall provide to the other Party(ies), upon request, copies

of all written correspondence between such Party and any Governmental Authority relating to Section 6.4(a).

(c) Each Party may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other Party(ies) under this Section 6.4 as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and shall not be disclosed by such outside counsel to any other Representatives of the recipient without the advance written consent of the Party providing such materials. In addition, to the extent reasonably practicable, and if and to the extent permitted under Law, all meetings with any Governmental Authority under this Section 6.4 shall include representatives of both Buyer and Sellers. Each Party shall use commercially reasonable efforts to consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, and proposals made or submitted to any Governmental Authority under Section 6.4(a).

(d) Subject to the terms and conditions hereof, in order to consummate the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents, as soon as is practical following the date when Buyer is selected as Successful Bidder but in any event during the Interim Period, each Party shall use commercially reasonable efforts to, as applicable to such Party, (i) obtain, as soon as practicable all Consents (including the Regulatory Approvals) of, or other permission or action by any Governmental Authority (including, subject to Section 10.18, any applicable regulatory authority or bankruptcy court) as are necessary for consummation of the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents, (ii) secure the expiration or termination of any applicable waiting period from a Governmental Authority, and (iii) resolve any objections asserted with respect to the Transaction or the other transactions contemplated by this Agreement or the Transaction Documents raised by any Governmental Authority or other Person.

(e) Buyer acknowledges that certain Consents and Regulatory Approvals to the Transactions may be required from Governmental Authorities and third parties to Contracts to which the Company or any of its Subsidiaries is a party, and that such Consents and Regulatory Approvals have not been obtained and may not be obtained prior to the Closing. Notwithstanding anything to the contrary herein, Buyer agrees that none of the Company Entities nor Sellers shall have any Liability whatsoever to Buyer or any of its Affiliates (and Buyer and its Affiliates shall not be entitled to assert any claims) arising out of or relating to the failure to obtain any Consents or Regulatory Approvals that may have been or may be required in connection with the Transactions or because of the default, acceleration or termination of or loss of right under any Contract or other agreement as a result thereof. Buyer further agrees that no representation, warranty or covenant of the Company Entities contained herein shall be breached or deemed breached as a result of the failure to obtain any Consent or Regulatory Approval or as a result of any such default, acceleration or termination or loss of right or any action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any Consent or Regulatory Approval or any such default, acceleration or termination or loss of right.

(f) Notwithstanding anything in this Section 6.4 to the contrary, each Party's obligations under this Section 6.4 to share information with, cooperate or otherwise communicate with the other Party is subject to compliance with, and shall be limited by, Law.

Section 6.5 Public Announcements. Unless otherwise required by or reasonably necessary to comply with Law (including (a) the Bankruptcy Code, bankruptcy rules, and applicable local rules of the Bankruptcy Court to the extent reasonably necessary to obtain entry of the Bidding Protections Order, or , if Buyer is selected as the Successful Bidder, the Sale Order and (b) in any filing made by Sellers or their Affiliates with the Bankruptcy Court and as may be necessary or appropriate in the good faith determination of Sellers or their Representatives to obtain court approval of the Transactions or in connection with conducting the Auction), orders of the Bankruptcy Court or the rules or regulations of any applicable securities exchange, and except for disclosure of matters that become a matter of public record as a result of the Mexican Liquidation Proceeding, Chapter 11 Case, or Chapter 15 Case and any filings or notices related thereto, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before either such party or their respective Affiliates or Representatives issue any other press release or otherwise makes any public statement with respect to this Agreement, the Transactions or the activities and operations of the other party with respect to this Agreement and the Transactions and shall not, and shall cause their respective Affiliates and Representatives not to, issue any such release or make any such statement without the prior written consent of Sellers or Buyer, respectively (such consent not to be unreasonably withheld, conditioned or delayed), except that no such consent shall be necessary to the extent disclosure is made on the record at a hearing in connection with this Agreement, the Mexican Liquidation Proceeding, the Chapter 11 Case, or Chapter 15 Case; provided, that nothing in this Agreement shall restrict or prohibit Sellers, Buyer or their respective Affiliates from making any announcement to their respective employees, customers and other business relations to the extent that such announcement consists solely of, or is otherwise consistent in all material respects with previous press releases, public disclosures or public statements made by any party in accordance with this Agreement, including in investor conference calls, Q&As or other publicly disclosed statements or documents, in each case to the extent such disclosure is still accurate in all material respects (and not misleading).

Section 6.6 Post-Closing Further Assurances. The Sellers and Buyer each agree that from time to time after the Closing Date, they shall execute and deliver or cause their respective Affiliates (including, with respect to Buyer, causing the Company Entities) to execute and deliver such further instruments, and take (or cause their respective Affiliates, including, with respect to Buyer, causing the Company Entities to take) such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement and the other Transaction Documents, in each instance as consistent with the Sale Order.

Section 6.7 Directors' and Officers' Indemnity . For a period of 6 years following the Closing, the Governing Documents of the Company shall contain provisions providing indemnification rights (including any rights to advancement of expenses and exculpation) with respect to the pre-Closing period that are at least as favorable to the beneficiaries of such provisions (the "Indemnified Persons") as those provisions set forth as of the date of this Agreement in the Governing Documents of the Company as of the date of this Agreement (which for the avoidance of doubt, excludes indemnification coverage as a result of the gross negligence, fraud, willful or wanton misconduct or material breach of the Governing Documents by such Indemnified Person), which provisions shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights of such Persons thereunder, unless such modification is required by Law. The Parties agree that the obligations under this Section 6.7 shall

be limited to those Indemnified Persons holding said positions within the 30 days immediately prior to the Closing, and only for their respective acts and omissions in the United States.

Section 6.8 Tax Matters.

(a) The Parties agree, for U.S. federal income (and applicable state and local) Tax purposes, that (i) the Buyer be treated as a continuation of the Company under Section 708 of the Code and (ii) the transfer of Acquired Interests by Sellers to Buyer for consideration be treated as a sale or exchange of partnership interests between the Sellers and Buyer (clauses (i) through (ii), the "Intended Tax Treatment"). The Parties will, and will cause each of their respective Affiliates to, prepare and file all Tax Returns in a manner consistent with the Intended Tax Treatment, and none of the Parties or their respective Affiliates will take any position with any Governmental Authority or otherwise that is inconsistent with the Intended Tax Treatment, except as required by Law. Sellers and Buyer agree that, with respect to the transaction described in clause (ii) above, the Purchase Price and all other amounts constituting consideration for U.S. federal income Tax purposes shall be allocated among the assets of the Company for U.S. federal income Tax purposes in a manner consistent with Section 755 of the Code and the Treasury Regulations thereunder. Within 120 days of the Closing Date, Parent will provide Buyer with a schedule (the "Allocation Schedule") reflecting such allocation and shall reasonably consider the implementation of any comments provided by Buyer upon Parent's finalization of the Allocation Schedule. Upon Parent's finalization, the Parties will, and will cause each of their respective Affiliates to, prepare and file all Tax Returns (including any statements required under Treasury Regulation Section 1.751-1(a)(3) and any allocation required under Section 755 of the Code) in a manner consistent with the Allocation Schedule, and none of the Parties will take any position with any Governmental Authority or otherwise that is inconsistent with the Allocation Schedule, except as required by Law.

(b) Parent shall prepare and file (or cause to be prepared and filed) all Tax Returns of the Company Entities for Flow-Through Income Taxes for any Pre-Closing Tax Period ("Flow-Through Tax Returns"). The distributive shares of items of income, gain, loss, deduction and credit of the Company for the taxable year that includes the Closing Date will be determined for U.S. federal and applicable state and local income Tax purposes based on the "closing of the books" method as described in Section 706(d)(1) of the Code and Treasury Regulations Section 1.706-4 (and corresponding provisions of state or local income Tax Law where applicable) as of the end of the Closing Date. To the extent a Flow-Through Tax Return also covers tax periods after the Closing Date, Parent shall deliver to Buyer a draft of such Flow-Through Tax Return for review at least 30 days prior to the due date for such Flow-Through Tax Return and shall consider in good faith any reasonable comments made by Buyers with respect to such Flow-Through Tax Return. A Section 754 election shall be made (or otherwise be in effect) with respect to any Flow-Through Tax Return for a taxable period that includes the Closing Date.

(c) Sellers shall have no liability or responsibility for, and shall in no way bear the burden of, any unpaid Taxes of any Company Entity for any Tax period. From and after the Closing Date, neither Buyer, nor any of its Affiliates (including any Company Entity), nor any Representatives thereof, shall (without the prior written consent of Parent) (i) file, or cause to be filed, any restatement or amendment of, modification to or claim for refund relating to, any Tax Return for any Pre-Closing Tax Period (including, for the avoidance of doubt, any Flow-Through

Tax Return), (ii) make, or cause or permit to be made, any Tax election that has retroactive effect to any Pre-Closing Tax Period; (iii) make the election under Section 6226 of the Code or any similar state or local income Tax Law with respect to any Pre-Closing Tax Period of any Company Entity; (iv) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Tax or deficiency with respect to any Pre-Closing Tax Period; (v) adopt or change any Tax accounting method or practice with respect to, or that has retroactive effect to, a Pre-Closing Tax Period; (vi) make or initiate discussions or examinations with any Taxing Authority with respect to a Pre-Closing Tax Period; (vii) make any voluntary disclosures with respect to Taxes respect to a Pre-Closing Tax Period; or (viii) take or fail to take any action with respect to any Company Entity, in each case, to the extent any Seller could have a liability or bear any Taxes as a result of such actions or inactions.

(d) Buyer and the Sellers shall, and shall cause their respective Affiliates to, provide to the other Party such cooperation and information, as and to the extent reasonably requested and reasonably necessary, in connection with (i) preparing, reviewing or filing any Tax Return, amended Tax Return or claim for refund of or with respect to the Company Entities, (ii) determining Liabilities for Taxes or a right to refund of Taxes of or with respect to the Company Entities or (iii) conducting any Tax Contest of or with respect to the Company Entities.

Section 6.9 Use of Names and Marks. From and after the Closing:

(a) To the extent the Seller Marks are used by the Company Entities on stationery, signage, invoices, receipts, forms, advertising and promotional materials, product, training and service literature and materials, computer programs, websites or other materials ("Marked Materials"), at the Closing, Buyer may use such Marked Materials for a period of up to nine months after the Closing Date. To the extent Seller Marks have not been removed from the corporate name of any applicable Company Entities as of the Closing Date, Buyer will use commercially reasonable efforts to cause each such Company Entity to change its corporate name to remove any Seller Marks as soon as practicable after the Closing Date.

(b) Buyer shall refrain from using any printed materials which include a statement setting forth the affiliation between a Company Entity, on the one hand, and Seller or any of its Affiliates, on the other hand ("Affiliation Statement Materials"), following the Closing Date; provided, that, so long as Buyer continues to use its commercially reasonable efforts to discontinue the use of the Affiliation Statement Materials, Buyer may continue to use the Affiliation Statement Materials existing at the Closing Date, subject to Law, for up to six months after the Closing Date.

(c) For the avoidance of doubt, nothing in this Agreement shall be deemed to prohibit Buyer or its Affiliates from using the Seller Marks (i) as required by Law, (ii) for non-marketing, historical reference purposes in relation to the Company Entities, or (iii) in archival documents existing as of the Closing.

(d) Within four months following the Closing Date, Buyer shall make the filings required, including in each Company Entity's jurisdiction of organization, to (i) eliminate the name "Credito Real", "Crusafin" and any variants thereof from the name of each Company

Entity; and (ii) reflect the change of name of such Company Entities in all applicable records of Governmental Authorities.

Section 6.10 Release.

(a) From and after the Closing, each Seller, for and on behalf of such Seller and each of such Seller's respective Affiliates (other than the Company Entities) and each of such Seller's respective Representatives, predecessors, successors, assigns and heirs (collectively with respect to each such Seller, the "Seller Releasors"), for good and valuable consideration, hereby irrevocably, unconditionally and completely waive and release and forever discharge the Company Entities and each of their respective Representatives, predecessors, successors, assigns, (such released Persons, the "Company Releasees"), of and from all Affiliate Arrangements, debts, demands, actions, causes of action, suits, accounts, covenants, Contracts, agreements, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, that any of the Seller Releasors has now or hereafter may have, arising out of or related to facts, events, circumstances or actions taken by any of the Company Releasees occurring or failing to occur, in each case, at or prior to the Closing (collectively with respect to each such Seller, the "Seller Released Claims"). Each Seller shall not, and shall cause its other Seller Releasors not to, make, assert or threaten any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any of the Company Releasees with respect to any Seller Released Claims. Notwithstanding the foregoing, this Section 6.10 shall not constitute a release from, waiver of, or otherwise apply to the terms of this Agreement or any other Transaction Document.

(b) From and after the Closing, Buyer, for and on behalf of itself and each of its Affiliates (including the Company Entities) and each of Buyer's respective Representatives, predecessors, successors, assigns and heirs (collectively, the "Buyer Releasors"), for good and valuable consideration, hereby irrevocably, unconditionally and completely waive and release and forever discharge the Sellers and each of their respective Representatives, predecessors, successors, assigns, (such released Persons, the "Seller Releasees"), of and from all Affiliate Arrangements, debts, demands, actions, causes of action, suits, accounts, covenants, Contracts, agreements, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, that any of the Buyer Releasors has now or hereafter may have, arising out of or related to facts, events, circumstances or actions taken by any of the Seller Releasees occurring or failing to occur, in each case, at or prior to the Closing (collectively, the "Buyer Released Claims"). Buyer shall not, and shall cause its other Buyer Releasors not to, make, assert or threaten any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any of the Seller Releasees with respect to any Buyer Released Claims. Notwithstanding the foregoing, this Section 6.10 shall not constitute a release from, waiver of, or otherwise apply to the terms of this Agreement or any other Transaction Document.

Section 6.11 Termination of Affiliate Arrangements. At or prior to the Closing, each Seller shall, and shall cause its Affiliates to, deliver such releases, termination agreements and discharges as are necessary to terminate and release all Affiliate Arrangements without further

payment or performance by any Company Entity such that no Company Entity shall have any further obligations or Liabilities therefor or thereunder.

Section 6.12 Bankruptcy Court Matters.

(a) Buyer and Sellers acknowledge that this Agreement and the Transaction contemplated hereby are subject to the Bidding Procedures and approval by the Bankruptcy Court and, as applicable, entry of the Bidding Protections Order and Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order, Bidding Protections Order, and the Sale Order, the Bidding Procedures Order, Bidding Protections Order, and Sale Order shall govern, as applicable. The Buyer and Sellers further agree that:

(i) the Bidding Protections Order shall approve: (1) Buyer as Stalking Horse Bidder (as defined in the Bidding Procedures), (2) Parent's entry and performance of certain obligations under this Agreement as Stalking Horse SPA (as defined in the Bidding Procedures), (3) Buyer's right to the Expense Reimbursement payable upon the terms set forth in Section 6.12(h), (4) Buyer's right to the Break-Up Fee payable upon the terms set forth in Section 6.12(h), and (5) Buyer's right to a dollar-for-dollar credit equal to the sum of the Break-Up Fee and Expense Reimbursement deemed to be included in any subsequent overbid submitted by the Buyer at the Auction.

(ii) The Sale Order shall include, *inter alia*: (1) findings that Buyer has acted in good faith and is a "good faith" purchaser for purposes of section 363(m) of the Bankruptcy Code and entitled to all of the protections afforded thereby; (2) approval of the Transaction under sections 105, 363, 365 and 1519 (or 1520, as applicable) of the Bankruptcy Code, free and clear of all Liens (other than Permitted Liens) pursuant to section 363(f) of the Bankruptcy Code on or against the Credito Real Interest after giving effect to the Reorganization; (3) a finding that Buyer is not a mere continuation of Parent and shall have no obligations with respect to any liabilities of or claims against Parent, except as may be expressly set forth in this Agreement; (4) a provision directing Parent to cause publication of a Notice of Entry of Sale Order promptly, but within two Business Days, after entry thereof in *The New York Times* and the Mexican *El Financiero* and (5) such other provisions as agreed upon between Parent and Buyer.

(b) This Agreement and the Transaction are subject to Sellers' right and ability to consider higher and better competing bids with respect to the Acquired Interests pursuant to the Bidding Procedures, Bidding Procedures Order, and Bidding Protections Order. If Sellers receive additional bids for the Acquired Interests, Sellers shall conduct an auction process for the Acquired Interests (the "Auction") in accordance with the Bidding Procedures and Bidding Protections Order and shall not amend, waive, modify or supplement the Bidding Procedures in any material respect except as provided in the Bidding Procedures, Bidding Procedures Order, the Bidding Protections Order, or any other order of the Bankruptcy Court. Following completion of any Auction, if Buyer is the Successful Bidder, neither Sellers nor their agents shall initiate contact with, solicit, encourage submission of, or respond to any inquiries, proposals or offers by any Person (except for any Back-Up Bidder) in connection with the sale or disposition of the Acquired Interests.

(c) Subject to the other terms of this Agreement and Sellers' obligations to comply with any order of the Bankruptcy Court, Sellers and Buyer shall cooperate to make all filings, take all actions and use commercially reasonable efforts to obtain any and all other approvals and orders necessary or appropriate for consummation of the Transaction. Sellers' Representative shall promptly provide Buyer with drafts of the Bidding Protections Motion, Bidding Protections Order and the Sale Order that Sellers' Representative proposes to file with the Bankruptcy Court and any revisions or amendments to such documents, and will provide Buyer with reasonable opportunity to review such filings. Sellers' Representative will also promptly provide Buyer with drafts of any other or further notice of appeal, motion, or application filed in connection with any appeal from or application for reconsideration of, any of such orders and any related briefs.

(d) Sellers shall comply with the following timeline:

(i) No later than January 19, 2023, Parent shall cause the Bidding Protections Motion to be filed;

(ii) No later than 15 days after filing the Bidding Protections Motion, the Bankruptcy Court shall have entered the Bidding Protections Order;

(iii) No later than March 3, 2023, the Bankruptcy Court shall have entered the Sale Order; and

(iv) Within two Business Days of entry of the Sale Order, Parent shall have caused the publication of a Notice of Entry of Sale Order as set forth in subsection (a) above and in the Sale Order; and

(v) Not sooner than 15 days after the entry of the Sale Order and no later than the Outside Date, the Closing shall have occurred.

(e) From and after the date hereof, Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, or staying of, or failure of the Bankruptcy Court to enter (as applicable) the Bidding Procedures Order, the Bidding Protections Order, or, if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transaction. Buyer has not colluded in connection with its offer or negotiation of this Agreement. From and after the date hereof, Buyer shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Order, the Bidding Protections Order, or if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transaction.

(f) Buyer agrees that it will promptly take such actions as are reasonably requested by the Parent or Sellers' Representative to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code; provided, however, in no event shall Buyer or Sellers be required to agree to any amendment of this Agreement.

(g) If an Auction is conducted, and Buyer is not the Successful Bidder for the Acquired Interests, Buyer shall, in accordance with and subject to the Bidding Procedures, be required to serve as the back-up bidder if Buyer is the next highest or otherwise best bidder for the Acquired Interests at the Auction (the party that is the next highest or otherwise best bidder at the Auction after the Successful Bidder, the "Back-Up Bidder") and, if Buyer is the Back-Up Bidder, Buyer shall, notwithstanding Section 9.1(b)(ii) or Section 9.1(g), be required to keep its bid to consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) open and irrevocable until the earlier of (i) the date of consummation of a transaction with the Successful Bidder, (ii) 60 days after entry of the Sale Order or (iii) the date this Agreement is otherwise terminated pursuant to ARTICLE IX. The Sale Order shall provide that, following the Auction, if the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, then Buyer, if Buyer is the Back-Up Bidder, will be deemed to have the new prevailing bid, and Parent may consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) with the Back-Up Bidder.

(h) In consideration for Buyer having expended considerable time and expense in connection with this Agreement, the Transaction and the negotiation of this Agreement, upon the consummation of any Alternative Transaction following valid termination of this Agreement under either Section 9.1(b)(ii) (*Written Agreement for Alternative Transaction*), Section 9.1(f)(i) (*Alternative Transaction Consummated*), or Section 9.1(i) (*Fiduciary Out*), provided, that Buyer is not then in breach of any provision of this Agreement, Buyer shall be deemed to have earned the Break-Up Fee and Expense Reimbursement, which shall be paid in cash, by wire transfer of immediately available funds following consummation of such Alternative Transaction out of the proceeds of such Alternative Transaction to an account designated by Buyer to Sellers' Representative, without further order of the Bankruptcy Court. Sellers hereby acknowledge that the obligation to pay the Break-Up Fee and Expense Reimbursement (to the extent due hereunder) shall survive the termination of this Agreement. The Parties acknowledge and agree that (1) the Parties have expressly negotiated the provisions of this Section 6.12(h), (2) the payment of the Break-Up Fee and Expense Reimbursement are integral parts of this Agreement, and (3) in the absence of Sellers' obligations to make these payments, Buyer would not have entered into this Agreement.

Section 6.13 Employee Matters.

(a) Sellers shall, or shall cause one of their Affiliates to, make any matching contributions owed to any employee who is employed by a Company Entity immediately prior to the Closing ("Company Continuing Employee") under the Credito Real USA 401(k) Profit Sharing Plan (the "Seller 401(k) Plan"), and shall cause all Company Continuing Employees who participate in the Seller 401(k) Plan as of immediately prior to the Closing to become fully vested in any unvested portion of their Seller 401(k) Plan accounts as of the Closing Date. Buyer shall, as of the Closing Date, make available a tax-qualified defined contribution retirement plan with a cash or deferred arrangement that is sponsored by the Buyer or one of its Affiliates (the "Buyer 401(k) Plan") that will cover Company Continuing Employees on and after the Closing Date. Buyer shall cause the Buyer 401(k) Plan to accept from each Seller 401(k) Plan the "direct rollover" of the account balance (including the in-kind rollover of notes evidencing outstanding

participant loans) of each Company Continuing Employee who participated in the Seller 401(k) Plan as of the Closing Date and who elects such direct rollover in accordance with the terms of the Seller 401(k) Plan and the Code. Sellers, Buyer and their respective Affiliates, as applicable, shall cooperate to take any and all commercially reasonable actions needed to permit each Company Continuing Employee with an outstanding loan balance under a Seller 401(k) Plan as of the Closing Date to continue to make scheduled loan payments to the Seller 401(k) Plan after the Closing Date, pending the distribution and in-kind rollover of the notes evidencing such loans from the Seller 401(k) Plan to the Buyer 401(k) Plan, as provided in the preceding sentence, so as to prevent, to the extent reasonably possible, a deemed distribution or loan offset with respect to such outstanding loans.

(b) With respect to any employee benefit plan maintained by Buyer or its Affiliates, including the Buyer 401(k) Plan and the Benefit Plans (together, the "Buyer Plans"), in which any Company Continuing Employees may participate immediately after the Closing, Buyer shall, or shall cause the Company Entities to, recognize all service of the Company Continuing Employees with the Company Entities and any of their predecessors, as the case may be as if such service were with the Company Entities or such predecessors, for vesting and eligibility purposes in any Buyer Plan in which such Company Continuing Employees may be eligible to participate after the Closing Date and benefits determination for vacation and severance benefits; provided, that such service shall not (i) be recognized to the extent that such recognition would result in a duplication of benefits, (ii) apply for purposes of any retiree medical plans or for purposes of benefit accrual under any defined benefit pension plan or for purposes of retirement treatment under any long-term incentive plan, or (iii) apply for purposes of any plan, program or arrangement (A) under which similarly situated employees of Buyer and its Affiliates do not receive credit for prior service or (B) that is grandfathered or frozen either with respect to level of benefits or participation.

(c) The provisions of this Section 6.13 are solely for the benefit of the Parties, and no current or former employee or any other individual associated with any of the Company Entities shall be regarded for any purpose as a third-party beneficiary of this Section 6.13. In no event shall the terms of this Agreement be deemed to (i) establish, amend or modify any Benefit Plan or any "employee benefit plan" as defined in Section 3(3) of ERISA, or any other benefit plan, program, agreement or arrangement maintained or sponsored by any Party or its respective Affiliates; (ii) alter or limit the ability of Buyer or its Affiliates to amend, modify or terminate any plan, employment agreement or any other benefit or employment plan, program, agreement or arrangement; or (iii) confer upon any current or former employee, officer, director or consultant any right to employment or continued employment or continued service with any Person, or constitute or create an employment agreement with any employee.

Section 6.14 Advise of Changes. Prior to the Closing, each Party shall promptly advise the other Parties of any change, development, circumstance, fact, effect, condition or event (i) that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on it, or (ii) that is, or would or would reasonably be expected to cause or constitute, a breach, nonfulfillment or failure to perform of any of such Party's representations, warranties, obligations, covenants or agreements contained in this Agreement or any Transaction Document entered into prior to the Closing; provided, that any failure to give such prompt notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a

violation of this Section 6.14 or the failure of any condition set forth in Section 7.2 or Section 7.3 to be satisfied, or otherwise constitute a breach of this Agreement by the Party failing to give such prompt notice, in each case, so long as (A) the failure to give such prompt notice was not knowing, intentional or willful and (B) the underlying breach would not independently result in a failure of the conditions set forth in Section 7.2 or Section 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.14 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or any Transaction Document or limit the remedies available to the Party receiving such notice.

Section 6.15 RWI Insurance Policy. The Parties acknowledge that, at Closing, Buyer may, at its sole election, obtain a buyer-side representations and warranties insurance policy with respect to the representations and warranties set forth in Article III and Article IV and certain other terms of this Agreement (the "R&W Policy"), with Buyer paying 100% of the costs of obtaining such Policy. Buyer and Buyer Parent acknowledge and agree that the R&W Policy, if obtained, shall at all times provide that the insurer shall have no, and shall waive and not pursue any and all, subrogation rights against the Sellers or any of their Representatives (except in the case of Fraud with respect to the representations and warranties set forth in Article III and Article IV), and the Sellers shall be a third-party beneficiary of such waiver.

Section 6.16 Existing Credit Facility Amendment.

(a) At or prior to Closing, Buyer shall:

(i) Obtain (1) an amendment, restatement, amendment and restatement or other modification of the Existing Credit Facility, on such terms and conditions as may be specified by Buyer such that the Existing Credit Facility is revised to provide terms and conditions which give due regard to (a) the organizational structure of Buyer and its Affiliates (including the Company Entities after the Closing) after giving effect to the transactions contemplated by this Agreement and (b) the operational needs of the Company Entities after giving effect to transactions contemplated by this Agreement (the "Loan Amendment"), (2) Wells Fargo Consent, and (3) termination and release of the Guaranty; provided, that in no event shall any such actions result in any monetary obligation or other Liability being imposed upon the Company prior to Closing, or the Sellers prior to, at, or after Closing, cause any adverse effect with respect to Company prior to Closing, or the Sellers prior to, at, or after Closing, or cause any decrease to the Purchase Price; or

(ii) Make all payments and satisfy any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility.

(b) Upon Buyer's written request to the Company no later than 10 Business Days prior to Closing, the Company shall use reasonable best efforts to provide the Payoff Letter to Buyer no later than three Business Days prior to Closing at the sole cost and expense of the Buyer (including with respect to any amounts payable under the Existing Credit Facility or thereunder).

(c) Buyer shall use reasonable best efforts to obtain the Loan Amendment including using reasonable best efforts to do the following: (i) provide reasonably available customary financial, business and other information regarding the Buyer and its Affiliates as may be reasonably requested by Parent or the lenders under the Existing Credit Facility and (ii) cause members of senior management of the Buyer to participate in a reasonable number of lender meetings, presentations, diligence sessions or conference calls and to meet with representatives of Wells Fargo Bank, N.A.

(d) Notwithstanding anything to the contrary, the obligation of Buyer to consummate the Transactions is not conditioned upon or subject to the obtainment of the Wells Fargo Consent or any matter arising therefrom.

Section 6.17 Reorganization. CRUSA Inc. shall, prior to the Closing, dividend the Credito Real Interest to Parent, such that following such dividend, the Company will become a direct subsidiary of Parent.

Section 6.18 Preservation of Records.

(a) For a period of seven years after the Closing Date or such other longer period as required by Law, Buyer shall preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records of the Company and its Subsidiaries (including (i) any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations and (ii) all Tax Returns, schedules, work papers and other material records or other documents relating to Taxes of the Company Entities), in each case, to the extent in the possession of Buyer and relating to the conduct of the business and operations of the Company and its Subsidiaries prior to the Closing Date (the "Books and Records"). If at any time after such seven-year period Buyer intends to dispose of any such Books and Records, Buyer shall not do so without first offering such Books and Records to Sellers and, in the event that Sellers elect to receive any such Books and Records, Buyer shall provide copies of such Books and Records, at Sellers' sole cost and expense. The provisions of this Section 6.18 shall cease to apply in the event of a sale or disposition of the Company or its Subsidiaries by Buyer; provided, that Buyer shall cause the subsequent owner(s) of such entity to assume the obligations of Buyer set forth in this Section 6.18.

(b) To the extent reasonably required in connection with any insurance claims by, Actions against, governmental investigations or Tax audits of, compliance with legal requirements by, or the preparation of financial statements of Sellers or any of their Affiliates or otherwise in connection with any other matter relating to or resulting from this Agreement, Buyer shall, and shall cause the Company and its Subsidiaries to, cooperate with Sellers and their counsel in the defense or contest, make available their personnel, and provide such reasonable access to the Books and Records as shall be necessary or reasonably requested in connection therewith, all at the sole cost and expense of Sellers; provided, that such requested cooperation shall not (A) unreasonably interfere with the ongoing operations of the Company or its Subsidiaries or (B) extend to any information that is subject to attorney-client, work product or other privilege or the sharing of which would violate Law or confidentiality restrictions (it being agreed that, in the event that any of the restrictions of this clause (B) apply, Buyer shall provide each Seller and its counsel with a reasonably detailed description of the information not provided and Buyer shall cooperate

in good faith to design and implement alternative disclosure arrangements to enable such Person to evaluate any such information without resulting in any waiver of such privilege or violation of any confidentiality restriction).

Section 6.19 Conflicts; Privileges. It is acknowledged by each of the parties hereto that Sellers, the Company and certain of its Affiliates have retained White & Case LLP ("W&C") and Richards, Layton and Finger P.A. ("RLF") to act as their counsel in connection with the transactions contemplated hereby and that W&C and RLF has not acted as counsel for any other Person in connection with the transactions contemplated hereby and that no other party to this Agreement or Person has the status of a client of W&C or RLF for conflict of interest or any other purposes as a result thereof. Buyer hereby agrees that, in the event that a dispute arises between Buyer or any of its Affiliates (including, after the Closing, the Company and its Subsidiaries) and Sellers, or any of their Affiliates (including, prior to the Closing, the Company or any of its Subsidiaries), W&C and RLF may represent Sellers or any such Affiliate in such dispute even though the interests of Sellers or such Affiliate may be directly adverse to Buyer or any of its Affiliates (including, after the Closing, the Company or its Subsidiaries), and even though W&C and RLF may have represented the Company or its Subsidiaries in a matter substantially related to such dispute, or may be handling ongoing matters for Buyer, the Company or its Subsidiaries, Buyer and the Company hereby waive, on behalf of themselves and each of their Affiliates, (a) any claim they have or may have that W&C or RLF has a conflict of interest in connection with or is otherwise prohibited from engaging in such representation, (b) agree that, in the event that a dispute arises after the Closing between Buyer or any of its Affiliates (including, after the Closing, the Company or its Subsidiaries) and Sellers, W&C and RLF may represent any such party in such dispute even though the interest of any such party may be directly adverse to Buyer or any of its Affiliates (including after the Closing, the Company or its Subsidiaries), and even though W&C and RLF may have represented the Company or its Subsidiaries in a matter substantially related to such dispute, or may be handling ongoing matters for Buyer the Company or its Subsidiaries. Buyer further agrees that, (i) as to all communications between W&C and RLF, on the one hand, and Sellers, on the other hand, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belong to Sellers and may be controlled by Sellers and shall not pass to or be claimed by Buyer, the Company or its Subsidiaries, and (ii) as to all communications between W&C and RLF, on the one hand, and the Company or its Subsidiaries, on the other hand, or among W&C, RLF, the Company, the Company's Subsidiaries or Sellers, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to evidentiary privilege belong to Sellers and may be controlled by Sellers and shall not pass to or be claimed by Buyer, the Company or its Subsidiaries. Buyer agrees to take, and to cause its Affiliates to take, all steps necessary to implement the intent of this Section 6.19. The parties hereto further agree that W&C and RLF and their respective partners and employees are third party beneficiaries of this Section 6.19.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.1 Conditions Precedent to Obligations of the Parties. The respective obligations of each Party to consummate the Transaction and other transactions contemplated by this Agreement are subject to the satisfaction (or, where legally permissible, waiver by such Party in such Party's sole discretion) at or prior to the Closing Date of each of the following conditions:

(a) No Adverse Order. There shall be no Law or Governmental Order that is in effect that prohibits, makes illegal, restrains or otherwise prevents the consummation of the Transaction or the other transactions contemplated by this Agreement.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order, and prior to the Closing, such Sale Order shall have become a Final Order, without any Governmental Order staying, reversing, modifying or amending such Sale Order in effect on the Closing Date.

(c) Reorganization. The Reorganization shall have been duly completed.

Section 7.2 Conditions Precedent to Obligations of the Sellers and the Company. The obligation of the Sellers and the Company to consummate the Transaction is subject to the satisfaction (or waiver by the Sellers, in the Sellers' sole discretion) at or prior to the Closing Date, of each of the following additional conditions:

(a) Accuracy of Buyer's Representations and Warranties.

(i) The representations and warranties of Buyer contained in this Agreement other than the Buyer Fundamental Representations, disregarding all qualifications contained herein relating to materiality or Material Adverse Effect, are true and correct as of the date hereof and shall be true and correct on and as of the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date) with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect with respect to Buyer.

(ii) The Buyer Fundamental Representations contained in this Agreement are true and correct in all respects as of the date hereof and shall be true and correct in all respects (other than de minimis inaccuracies) on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date).

(b) Covenants and Agreements of Buyer. Buyer shall have performed and complied in all material respects with all of the obligations, covenants and agreements hereunder required to be performed and complied with by it at or prior to the Closing.

(c) Certificate of Buyer. Sellers shall have received a certificate signed by a duly authorized officer of Buyer confirming the matters set forth in Section 7.2(a) and Section 7.2(b) as of the Closing.

(d) Guaranty. The Guaranty shall have been terminated in its entirety with no liability imposed upon Parent or any of its Affiliates as a result of such termination.

(e) Existing Credit Facility. Either (i) the Wells Fargo Consent shall have been obtained, or (ii) Buyer shall have made or caused to be made all payments and satisfied any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility.

Section 7.3 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transaction is subject to the satisfaction (or waiver by Buyer in Buyer's sole discretion) at or prior to the Closing Date of each of the following additional conditions:

(a) Accuracy of Sellers' and the Company's Representations and Warranties.

(i) The representations and warranties of the Sellers and Company contained in this Agreement other than the Sellers Fundamental Representations, disregarding all qualifications contained herein relating to materiality or Material Adverse Effect (other than with respect to Section 3.8(d)), are true and correct as of the date hereof and shall be true and correct, on and as of the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date) with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect with respect to Sellers or the Company Entities; provided, that the representations and warranties set forth in Section 3.8(d) shall be true and correct in all respects.

(ii) The Sellers Fundamental Representations are true and correct in all respects as of the date hereof and shall be true and correct in all respects (other than de minimis inaccuracies) on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date).

(b) Covenants and Agreements of the Sellers and the Company. The Sellers and the Company shall have performed and complied in all material respects with all of the obligations, covenants and agreements hereunder required to be performed and complied with by the Sellers or the Company (or any of them) at or prior to the Closing.

(c) Publication of Notice of Entry of Sale Order. The Sellers shall have caused a Notice of Entry of Sale Order to be published as required under Section 6.12(a)(ii) hereof and the Sale Order within two Business Days of the entry of the Sale Order by the Bankruptcy Court.

(d) Required Regulatory Approvals. Sellers shall have obtained the Required Regulatory Approvals.

(e) Certificate of the Sellers. Buyer shall have received a certificate signed by a duly authorized legal representative of Sellers' Representative confirming the matters set forth in Section 7.3(a) and Section 7.3(b) as of the Closing.

Section 7.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused by such Party's breach of or failure to comply with such applicable provision(s) of this Agreement.

ARTICLE VIII

INDEMNIFICATION AND REMEDIES

Section 8.1 Survival. None of the representations or warranties contained in this Agreement or the other Transaction Documents or any schedule, instrument or other document delivered pursuant to this Agreement or the other Transaction Documents, certificates delivered pursuant to this Agreement or the other Transaction Documents, or covenants or agreements contained in this Agreement or the other Transaction Documents (other than the covenants and agreements which by their terms contemplate performance after the Closing (each, a "Post-Closing Covenant") shall survive, and each shall terminate and be of no further force or effect as of, the Closing Date or the termination of this Agreement, and none of the Seller Group Parties shall have any liability whatsoever with respect to any such representations, warranties, covenants, agreements or certificates and no claim for breach of any such representation, warranty, covenant, agreement or certificate or any claim for detrimental reliance or other right or remedy (whether in contract, in tort or at Law or in equity) may be brought after the Closing with respect thereto against any of the Seller Group Parties. None of the covenants or other agreements contained in this Agreement or the other Transaction Documents shall survive the Closing, other than the Post-Closing Covenants, and each such Post-Closing Covenant shall survive the Closing in accordance with their respective terms and if no timeframe is specified, such Post-Closing Covenant shall survive for one (1) year following the Closing Date.

Section 8.2 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no Party shall, in any event, be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

Section 8.3 R&W Policy; Exclusive Remedy. Other than in respect of Fraud, the Parties agree that the sole and exclusive remedy for Buyer and Buyer Parent following the Closing for any claim arising out of (a) a breach of any representation or warranty set forth in this Agreement or the other Transaction Documents or any schedule, instrument or other document delivered pursuant to this Agreement or the other Transaction Documents or (b) any covenants, agreement or certificate delivered pursuant to this Agreement or the other Transaction Documents, shall be limited to a claim for indemnification pursuant to the terms, and subject to the limitations, of the R&W Policy (whether or not a R&W Policy is obtained at or prior to Closing). The Parties

shall not be entitled to a rescission of this Agreement, to any indemnification rights or other claims of any nature whatsoever in respect thereof (whether by contract, common law, statute, Law, regulation or otherwise).

ARTICLE IX

TERMINATION

Section 9.1 Termination Events. Without prejudice to other remedies which may be available to the Parties by Law or this Agreement, this Agreement may be terminated, and the Transaction may be abandoned at any time prior to the Closing solely in the following cases:

(a) by mutual written consent of the Parties;

(b) by either Sellers' Representative or Buyer:

(i) if there shall be any Law that makes consummation of the Transaction illegal or otherwise prohibited, or if any Governmental Order permanently restraining, prohibiting or enjoining Buyer or Sellers from consummating the Transaction is entered and such Governmental Order shall become final; provided, however, that no termination may be made by a Party under this Section 9.1(b)(i) if the issuance of such Governmental Order was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party; or

(ii) upon Sellers' written agreement to enter into an Alternative Transaction.

(c) by Buyer, by giving written notice to Sellers' Representative if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 7.3(a) and Section 7.3(b), and such breach has not been waived by Buyer, or, if such breach is curable, cured prior to the earlier to occur of (A) 20 days after receipt of Buyer's notice of such breach, and (B) the Outside Date; provided, that Buyer shall not have a right of termination pursuant to this Section 9.1(c) if Sellers' Representative could, at such time, terminate this Agreement pursuant to Section 9.1(h);

(d) by Buyer, if the Sale Order shall not have been entered by March 3, 2023, or at any time after entry of the Sale Order, such Governmental Order is reversed, stayed for more than 14 days, vacated or modified to the extent such modifications are reasonably expected to have a Material Adverse Effect;

(e) by Buyer, upon occurrence of any Material Adverse Effect;

(f) by Buyer, if (i) Sellers consummate an Alternative Transaction, or (ii) Buyer is neither the Successful Bidder nor the Back-Up Bidder following the Auction;

(g) by Buyer or Sellers' Representative, if the Closing shall not have occurred on or before the Outside Date, provided, however, that no termination may be made by a Party

under this Section 9.1(g) if the failure to close on or before the Outside Date was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party;

(h) by Sellers' Representative, by giving written notice to Buyer if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Sellers at Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by Sellers' Representative, or, if such breach is curable, cured by such Buyer prior to the earlier to occur of (A) 20 days after receipt of Sellers' Representative's notice of such breach, and (B) the Outside Date; provided, that Sellers' Representative shall not have a right of termination pursuant to this Section 9.1(h) if Buyer could, at such time, terminate this Agreement pursuant to Section 9.1(c); or

(i) by Parent, if the court-appointed provisional liquidator or other governing body of Parent determines, upon advice from outside legal counsel, that not proceeding with the Transaction or terminating this Agreement is in the best interests of Parent's estates and creditors, and is necessary for such governing body to fulfill its fiduciary obligations under Law (the "Fiduciary Duty"), including to pursue an Alternative Transaction. For the avoidance of doubt, and subject to the terms and conditions of this Agreement (including Buyer's right to terminate this Agreement in accordance with this Section 9.1), Parent retains the right to pursue any transaction or restructuring strategy that, in Parent's business judgment, will maximize the value of its estate.

Each condition set forth in this Section 9.1 pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in this Section 9.1 is applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

Section 9.2 Effect of Termination. In the event of any termination of this Agreement pursuant to Section 9.1, the Party(ies) so terminating this Agreement shall provide written notice to the other Party(ies) specifying the provisions hereof pursuant to which such termination is made, and, except as otherwise set forth in this Section 9.2, this Agreement shall forthwith become null and void and of no effect and all rights and obligations of the Parties hereunder shall terminate without any Liability on the part of any Party in respect thereof, except that (a) provisions of, and the obligations of the Parties under Section 2.3 (*Deposit*), Section 6.3 (*Access to Information; Confidentiality*), Section 6.5 (*Public Announcements*), Section 6.12(h) (*Break-Up Fee and Expense Reimbursement*), this Section 9.2 and Article X, and to the extent applicable in respect of such Sections and Article, ARTICLE I (*Definitions*), of this Agreement shall remain in full force and effect in accordance with their terms, and (b) such termination shall not relieve any Party of any Liability for any Fraud or breach of this Agreement prior to such termination; provided that, notwithstanding anything to the contrary herein, (i) the sole and exclusive remedies of Buyer and Buyer Parent for any breach of this Agreement by Sellers shall be, if applicable, to terminate this Agreement pursuant to Section 9.1(c), and (ii) in no event shall Sellers or the Company Entities be liable for monetary damages in connection with this Agreement and the Transactions except for payment of the Break-Up Fee and Expense Reimbursement to the extent payable. In the event of any termination of this Agreement pursuant to Section 9.1, the

Company shall cause all filings, applications and other submissions made pursuant to this Agreement to be withdrawn from the Governmental Authorities to which they were made.

ARTICLE X

MISCELLANEOUS

Section 10.1 Parties in Interest. Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than (a) the Parties and their respective permitted successors and assigns, (b) the Indemnified Persons with respect to Section 6.7, and (c) the Sellers' Counsel with respect to Section 10.13, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement.

Section 10.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. No Party may assign (by contract, stock sale, merger, other business combination, any other transaction involving a Party or any Affiliate thereof that would have the same or substantially similar economic or substantive effect to any of the foregoing (including by way of any derivative arrangement), operation of Law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the express prior written consent of the other Parties, and any attempted assignment, without such consent, shall be null and void. Notwithstanding the foregoing, from and after the Closing, the Buyer may assign this Agreement or any of its rights, interests, or obligations hereunder to an Affiliate; provided that (x) no such assignment shall relieve Buyer of any liability hereunder and (y) Buyer may not assign this Agreement or any of its rights, interests or obligations hereunder after the date which is two Business Days after entry of the Sale Order. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including any liquidating trustee, responsible Person or similar representative for Sellers or Sellers' bankruptcy estates appointed in connection with the Mexican Liquidation Proceeding.

Section 10.3 Notices. All notices and other communications required or permitted to be given by any provision of this Agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, or by electronic mail, charges prepaid and addressed to the intended recipient as follows, or to such other addresses or numbers as may be specified by a Party from time to time by like notice to the other Parties:

(a) If to Parent or CRUSA Inc.:

Credito Real USA, Inc.
Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez

03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(b) If to Seagrave:

1475 W Cypress Creek Road, Suite 300
Fort Lauderdale, Florida 33309
Email: scot@crealusa.com
Attention: Scot Seagrave

(c) If to the Company prior to the Closing, to the Sellers.

Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez
03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(d) If to Sellers' Representative:

Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez
03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(e) In each case of (a), (b), (c) and (d), with a copy to:

White & Case LLP
609 Main St., 29th Floor
Houston, TX 77002
Attention: Bill Parish
Email: bill.parish@whitecase.com

(f) If to the Buyer or Buyer Parent or, after the Closing, the Company:

Bepensa Capital Inc.
7227 N.W. 74 Avenue
Miami, Florida 33166
Attention: Jose Juan Vazquez Basaldúa
Email: jvasquezb@benepsa.com

(g) In the case of (f), with a copy to:

Lic. Pablo E. Romero Gonzalez
Director Jurídico
Bepensa
Calle 60 Diagonal No. 496
Entre 59 y 61
Fracc. Parque Industrial
Mérida Yucatán 97300
Mexico

Tel. 011 52 (999) 176 9100
Email: promerog@bepensa.com

and

Stephen P. Walroth-Sadurní, Esq.
Walroth-Sadurní Law
Columbus Center
1 Alhambra Plaza
Penthouse
Coral Gables, Florida 33134
Tel. 305.330.6401
Email: walroth.s@walsadlaw.com

and

Tracy L. Klestadt, Esq.
Klestadt Winters Jureller Southard & Stevens, LLP
200 West 41st Street
17th Floor
New York, NY 10036-7203
Tel. 212.972.3000
Email: TKlestadt@Klestadt.com

All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received (i) when delivered by hand or transmitted by email (provided that the sender does not receive an automatic message of non-delivery), (ii) three Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested or (iii) one Business Day after the same are sent by a reliable overnight courier service, with confirmation of delivery from the service.

Section 10.4 Amendments and Waivers. This Agreement may not be amended, supplemented, superseded, canceled, extended or otherwise modified except in a written instrument executed by each of the Parties. No waiver by any of the Parties of any default, misrepresentation, or breach of any representation, warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver. No waiver by any party shall operate or be construed as a waiver in respect of any inaccuracy, failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after the waiver. The failure or delay of any party to assert any of its rights, remedies, powers or privileges hereunder will not constitute a waiver of such rights, nor shall any waiver on the party of any party of any such rights, remedy, power or privilege, nor any single or partial exercise of any such rights,

remedy, power or privilege, preclude, any further exercise thereof or the exercise of any other rights, remedy, power or privilege.

Section 10.5 Exhibits and Schedules. All Exhibits and Schedules and the Disclosure Schedules attached hereto are hereby incorporated herein by reference and made a part hereof as further provided herein.

Section 10.6 Headings. The table of contents and section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

Section 10.7 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.8 Entire Agreement. This Agreement (including the Schedules and the Exhibits hereto), the Sale Order, and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements or representations among the Parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

Section 10.9 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Law in an acceptable manner to the end that the Transaction is fulfilled to the greatest extent possible. Notwithstanding anything contained herein, under no circumstance shall the obligation of the Sellers to deliver the Acquired Interests be enforceable absent enforceability of the obligation of Buyer to pay the Purchase Price, and vice versa.

Section 10.10 Expenses.

(a) Buyer shall be obligated to pay any and all filing fees to the applicable Governmental Authority(ies) with respect to any filings required by Law in connection with this Agreement and the Transaction.

(b) Unless otherwise provided in this Agreement or any Transaction Document, each Party agrees to pay, without right of reimbursement from the other, all costs and expenses incurred by it incident to the negotiation, execution or performance of its obligations hereunder, including the fees and disbursements of counsel, accountants, financial advisors, experts and

consultants employed by the respective Parties in connection with the Transaction, whether or not the Transaction is consummated.

Section 10.11 No Recourse Against Non-Recourse Persons. All proceedings, claims, disputes, obligations, Liabilities, or causes of action (whether in contract or in tort, in equity or at Law, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), shall be made only against (and are those solely of) the Persons that are expressly identified as Parties in the preamble to this Agreement (the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future Representative, incorporator, equity holder or Affiliate of such Contracting Party or any past, present or future Representative, incorporator, equity holder or Affiliate of any of the foregoing (the "Non-Recourse Persons"), shall have any Liability (whether in contract or in tort, in equity or at Law, or granted by statute) for any claims, causes of action, obligations, or Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or in its negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such Liabilities, claims, causes of action and obligations against any such Non-Recourse Persons. Each Contracting Party disclaims any reliance upon any Non-Recourse Persons, in each case with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Notwithstanding anything to the contrary in this Section 10.11, nothing in this Section 10.11 shall preclude or limit a claim by any Person for Fraud.

Section 10.12 Specific Performance. Subject to the limitations set forth in Section 9.2, (a) each Party recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement shall cause the other Party or Parties to sustain irreparable harm for which it would not have an adequate remedy at Law, and therefore in the event of any such breach the aggrieved Party shall, without the posting of bond or other security (any requirement for which the Parties hereby waive), be entitled to seek the remedy of specific performance of such covenants and agreements, including injunctive and other equitable relief, in addition to any other remedy to which it might be entitled, (b) a Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement, and (c) in the event that any action is brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at Law. The Parties further agree that (i) by seeking the remedies provided for in this Section 10.12, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement, including monetary damages or in the event that the remedies provided for in this Section 10.12 are not available or otherwise are not granted, and (ii) nothing contained in this Section 10.12 shall require any Party to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 10.12 before exercising any termination right under Section 9.1 (and pursuing damages after such termination) nor shall the commencement of any Action pursuant to this Section 10.12 or anything contained in this Section 10.12 restrict or limit any Party's right to terminate this Agreement in accordance

with the terms of Section 9.1 or pursue any other remedies under or in connection with this Agreement that may be available then or thereafter.

Section 10.13 Governing Law; Exclusive Jurisdiction.

(a) EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS AGREEMENT AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, UNITED STATES OF AMERICA.

(b) Subject to Section 10.13(c), without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction, and (ii) any and all claims or proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive Notices at such locations as indicated in Section 10.3. For the avoidance of doubt, this Section 10.13 shall not apply to any claims that Buyer or its Affiliates may have against any third party following the Closing.

(c) Notwithstanding anything herein to the contrary, in the event the Chapter 15 Case or the Mexican Liquidation Proceeding are closed or dismissed, the Parties hereby agree that all claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction, shall be heard and determined exclusively in any federal court sitting in Delaware or, if that court does not have subject matter jurisdiction, in any state court located in Wilmington County, Delaware (and, in each case, any appellate court thereof), and the Parties hereby consent to and submit to the jurisdiction and venue of such courts.

Section 10.14 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed counterparts of this Agreement may be delivered by scanned image, DocuSign or other electronic means including files in .pdf or .jpeg.

Section 10.16 Currency Matters. All payments hereunder shall be made in Dollars.

Section 10.17 Disclosure Schedules. There may be included in the Seller Disclosure Schedule and Buyer Disclosure Schedule, as applicable, items and information, the disclosure of which is not required either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Article III or Article IV, with respect to the Seller Disclosure Schedule, or Article V,

with respect to the Buyer Disclosure Schedule. Inclusion of any such items or information shall not, in any case, be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is "material" or is reasonably likely to result in a Material Adverse Effect or to affect the interpretation of such term for purposes of this Agreement. The Disclosure Schedules set forth items of disclosure with specific reference to the particular Section or subsection of this Agreement to which the items or information in such Disclosure Schedules relates; provided, that any information set forth in one section or subsection pertaining to the representations and warranties of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as the case may be, shall be deemed to apply to each other section or subsection thereof pertaining to representations and warranties to the extent that it is reasonably apparent based on a plain reading of such disclosure that it is applicable to such other sections or subsections of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as the case may be. Nothing in the Seller Disclosure Schedule or Buyer Disclosure Schedule, as the case may be, shall constitute an admission of any liability or obligation of any Party to any third party, nor an admission to any third party against the interests of any or all of the Parties.

Section 10.18 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transaction contemplated hereby, without limiting in any way Buyer's rights and remedies set forth in this Agreement, will require the CR Sellers or any of their governing bodies, directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations.

Section 10.19 Several Liability. The Liability of any Seller hereunder (if any) is several and not joint. Notwithstanding any other provision of this Agreement, in no event will any Seller be liable for any other Seller's breach of such other Seller's obligations under this Agreement or the other Transaction Documents.

Section 10.20 Sellers' Representative

(a) Sellers hereby irrevocably authorize, direct and appoint Sellers' Representative to act, and Sellers' Representative hereby accepts such appointment to act, as sole and exclusive agent, attorney-in-fact and representative of Sellers, and authorize and direct Sellers' Representative to (i) take any and all actions (including executing and delivering any documents, giving and receiving notices, incurring any costs and expenses on behalf of Sellers and making any and all determinations) which may be required or permitted by this Agreement to be taken by any of them, (ii) exercise such other rights, power and authority, as are authorized, delegated and granted to Sellers' Representative pursuant to this Agreement, (iii) receive and disburse to Sellers any funds received on behalf of Sellers contemplated by this Agreement and (iv) exercise such rights, power and authority as are incidental to the foregoing. Notwithstanding the foregoing, Sellers' Representative shall have no obligation to act on behalf of Sellers except as provided herein and any certificate, instrument or document delivered pursuant hereto. Any such actions taken, exercises of rights, power or authority, and any decision or determination made by Sellers' Representative consistent therewith, shall be absolutely and irrevocably binding on each Seller and its respective successors, as if such party personally had taken such action, exercised such rights, power or authority or made such decision or determination in such party's capacity and all defenses

which may be available to any Seller to contest, negate or disaffirm the action of Sellers' Representative taken in good faith under this Agreement are waived. The powers, immunities and rights to indemnification granted to Sellers' Representative Group (as defined below) hereunder are coupled with an interest and shall be irrevocable and survive the death, incompetence, bankruptcy or liquidation of any Seller and shall be binding on any successor thereto.

(b) Each Seller agrees that (i) Sellers' Representative shall not be a fiduciary when serving as "Sellers' Representative" under this Agreement and (ii) neither Sellers' Representative, its Affiliates nor their respective contractors, agents or advisors (collectively, the "Sellers' Representative Group") shall be liable for any actions taken or omitted to be taken under or in connection with this Agreement, any certificate, instrument or document delivered pursuant hereto, or the transactions contemplated hereby or thereby, except for such actions taken or omitted to be taken resulting from Sellers' Representative's Fraud or willful misconduct. Furthermore, each Seller shall indemnify, defend and hold harmless, severally and not jointly, *pro rata* based upon such Seller's share of the sale proceeds hereunder from and against any and all losses, claims, damages, liabilities, fees, costs, expenses (including reasonable attorneys' fees and expenses of other skilled professionals and in connection with seeking recovery from insurers), judgments, fines or amounts paid in settlement paid or incurred by Sellers' Representative in connection with the performance of its obligations as Sellers' Representative.

(c) The parties agree that Buyer and its Affiliates shall be entitled to conclusively rely, without independent investigation or verification, on and shall be fully protected in relying on the appointment and authority of Sellers' Representative and on any action taken, decisions made or instructions given by Sellers' Representative, on behalf of each Seller. Payments made to or as directed by Sellers' Representative pursuant to this Agreement are sufficient and binding to the same extent as though such payments were made directly to the appropriate Seller. Buyer shall not have any responsibility or Liability for any further delivery or application of any such payment, it being agreed by Sellers that, on the terms set forth herein, (i) any payment Buyer is required to make hereunder to any Seller may be made to or as directed by Sellers' Representative on behalf of such Seller, as the case may be, (ii) Sellers shall determine among themselves the amount due to each Seller from each payment made to or as directed by Sellers' Representative hereunder, and (iii) each Seller shall look solely to Sellers' Representative for such Seller's respective share of any payment made to or as directed by Sellers' Representative hereunder.

(d) Sellers' Representative shall be entitled to, and shall not have any liability to Sellers for action in accordance with the following: (i) relying upon any signature believed by Sellers' Representative to be genuine, (ii) reasonably assuming that a signatory has proper authorization to sign on behalf of the applicable party, and (iii) requesting and relying upon the written consent or written instructions of a party; provided, that Sellers' Representative shall not have any obligation to request such consent or instructions with respect to any matter. Sellers' Representative may resign at any time following the Closing Date, upon at least 30-days' prior written notice to Buyer; provided, that for so long as Sellers' Representative or Sellers have any outstanding duties or obligations hereunder, a replacement reasonably believed to be capable of carrying out the duties and performing the obligations of Sellers' Representative hereunder shall be appointed as the "Sellers' Representative" hereunder prior to the effectiveness of any such

resignation and Sellers' Representative shall notify Buyer of such replacement at least 30-days prior to the effectiveness of such replacement.

(e) Neither Buyer nor any of its Affiliates (including, after the Closing, the Company Entities), shall have any Liability whatsoever or be held liable or accountable in any manner to any Person for any act or omission of Sellers' Representative in such capacity, including in connection with any actions or inactions of the Buyer or any of its Affiliates (including, after the Closing, the Company Entities), in reliance on any act, decision, consent, approval or instruction of Sellers' Representative.

Section 10.21 Guarantee. Buyer Parent, in order to induce the Sellers to enter into this Agreement and the other Transaction Documents, and in recognition of substantial direct and indirect benefits to Buyer Parent therefrom, hereby absolutely, unconditionally and irrevocably guarantees the due and punctual payment and performance of all of Buyer's obligations contemplated by this Agreement, including the payment (a) of the Purchase Price and (b) if applicable under Section 6.16, all obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility, in each case, pursuant to and in accordance with the terms and conditions of this Agreement (the "Guarantee" and such obligations, the "Guaranteed Obligations"). The Guarantee is valid and in full force and effect and constitutes the valid and binding obligation of Buyer Parent, enforceable in accordance with its terms. The Guarantee is an irrevocable guarantee of payment and performance (and not just of collection) and shall continue in effect notwithstanding any extension or modification of the terms of this Agreement or any assumption without the consent of the Sellers' Representative of any such guaranteed obligation by any other Person until such time as the Guaranteed Obligations have been performed in full. The obligations of Buyer Parent hereunder shall not be released or discharged, in whole or in part, or otherwise affected by or contingent upon (i) the liquidation or dissolution of, or the merger or consolidation of Buyer with or into, any Person or any sale or transfer by Buyer of all or any part of its property or assets, (ii) the bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting Buyer, (iii) any modification, alteration, amendment or addition of or to this Agreement or any of the other Transaction Documents (except to the extent such modification, alteration, amendment or addition affects the Buyer's obligations hereunder or thereunder and then only to such extent), (iv) any disability or any other defense of Buyer or any other Person (with or without notice) which might otherwise constitute a legal or equitable discharge of a surety or a guarantor or otherwise, (v) the failure or delay on the part of any Seller or the Sellers' Representative to assert any claim or demand or to enforce any right or remedy against Buyer or Buyer Parent or (vi) any change in the name or ownership of a Seller or the Company or any other person referred to herein. In connection with the foregoing, Buyer Parent waives, to the fullest extent permitted by Law, all defenses, benefits and discharges it may have or otherwise be entitled to as a guarantor or surety and further waives presentment for payment or performance, notice of nonpayment or nonperformance, demand, diligence or protest. Buyer Parent acknowledges that it will receive substantial direct and indirect benefits from the Transactions and that the waivers and agreements

by Buyer Parent set forth in this Section 10.21 are knowingly made in contemplation of such benefits.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

SELLERS:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____
Name: Fernando Alonso-de-Florida Rivero
Title: Authorized Representative

CREDITO REAL USA, INC.

By: _____
Name: Arturo Rosas Barrientos
Title: President and Secretary

SCOT SEAGRAVE

_____

COMPANY:

CREDITO REAL USA FINANCE, LLC

By: _____
Name: Scot Seagrave
Title: CEO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

SELLERS:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____
Name: Fernando Alonso-de-Florida Rivero
Title: Authorized Representative

CREDITO REAL USA, INC.

By: _____
Name: Arturo Rosas Barrientos
Title: President and Secretary

SCOT SEAGRAVE

_____

COMPANY:

CREDITO REAL USA FINANCE, LLC

By: _____
Name: Scot Seagrave
Title: CEO

SELLERS' REPRESENTATIVE:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____

Name: Fernando Alonso-de-Florida Rivero

Title: Authorized Representative

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

BUYER:

BEPENSA CAPITAL, INC.

By: _____
Name: Juan Manuel Ponce Diaz
Title: President

By: _____
Name: Alberto Ponce Gutiérrez
Title: Vice President

By: _____
Name: Jose Luis Antonio Ponce Manzanilla
Title: Vice President

BUYER PARENT:

BEPENSA CAPITAL S.A. DE C.V.

By: _____
Name: Juan Manuel Ponce Diaz
Title: Board Member

By: _____
Name: Alberto Ponce Gutiérrez
Title: Board Member

By: _____
Name: Jose Luis Antonio Ponce Manzanilla
Title: Board Member

Schedule A

Buyer Disclosure Schedule

(To be attached)

Schedule B

Seller Disclosure Schedule

(To be attached)

Schedule C

Book Value Calculation Schedule

(To be attached)

Schedule D

Required Regulatory Approvals

(To be attached)

Exhibit A

Directors' List and Company Entities' List

1. Company: Arturo Rosas Barrientos.

Exhibit B

Form of Directors' Resignation Letter

(To be attached)

Annex II

NOTICE OF ENTRY OF ORDER BY U.S. BANKRUPTCY COURT APPROVING THE SALE OF CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.'S DIRECT AND INDIRECT EQUITY INTERESTS IN CRÉDITO REAL USA FINANCE, LLC

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On July 13, 2022, the 52nd Civil State Court of Mexico City (the "**Mexican Court**") appointed Mr. Fernando Alonso-de-Florida Rivero as the judicial liquidator (*Liquidador Judicial*) (the "**Mexican Liquidator**") in the Special Expedited Commercial proceeding (*Via Sumaria Especial Mercantil*) for the dissolution and liquidation (the "**Mexican Liquidation**") of Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., ("**Crédito Real**" or the "**Chapter 15 Debtor**") pending in the Mexican Court.

2. On July 12, 2022, Robert Wagstaff was duly appointed by the Mexican Liquidator as the foreign representative of the Mexican Liquidation and commenced a case in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") under chapter 15 of the United States Bankruptcy Code for recognition of the Mexican Liquidation.

3. On December 15, 2022, the Bankruptcy Court approved the Foreign Representative's motion to run a sale process, and ultimately sell, substantially all of Crédito Real's direct and/or indirect equity interests in a majority owned, U.S. subsidiary, Crédito Real USA Finance, LLC (the "**CRUSAFin Interests**").

4. On February [__], 2023, the Bankruptcy Court entered an Order (the "**Sale Order**") authorizing and approving the sale of the CRUSAFin Interests to Bepensa Capital, Inc. ("**Buyer**"), finding that (i) the sale transaction is in the best interests of the Chapter 15 Debtor, (ii) sound business reasons exist for the sale transaction, (iii) Buyer has provided the highest and best bid for the CRUSAFin Interests, (iv) Buyer has provided fair consideration for the CRUSAFin Interests and acted in good faith, and (v) Buyer is not a successor or mere continuation of the Chapter 15 Debtor.

5. The Sale Order requires Crédito Real USA, Inc. to, prior to or substantially contemporaneous with a closing of the sale, dividend all CRUSAFin Interests held by it to the Chapter 15 Debtor (the "**Reorganization**") such that, following such dividend, Crédito Real USA Finance, LLC will be a direct subsidiary of the Chapter 15 Debtor.

6. **The Sale Order approves the sale of the CRUSAFin Interests free and clear of any liens, claims, or interests under section 363(f) of the Bankruptcy Code. The Sale Order provides that all interests of any kind or nature existing as to the CRUSAFin Interests after giving effect to the Reorganization are released, discharged and terminated. All Parties shall have fourteen (14) days from the date the Sale Order was entered by the Bankruptcy Court to appeal the Sale Order.**

7. Copies of the Sale Order, Purchase and Sale Agreement, or any other documents in the Chapter 15 Debtor's case are available on the Chapter 15 Debtor's website at **www.creal.mx/en/financiera/eventos** or upon request to White & Case at **wccrusafin@whitecase.com** or 305-371-2700, Attn: Crédito Real Team.

CRÉDITO REAL®

Rebasa tus límites.

CRÉDITO REAL INFORMA

Ciudad de México, a 21 de marzo del 2023. Crédito Real, S.A.B. de C.V., SOFOM, E.N.R. ("Crédito Real" o la "Compañía"), informa que John Dorsey, Juez de la Corte de Bancarrotas para el Distrito de Delaware, Estados Unidos de América, en relación con el Capítulo 15 que se lleva por parte de Crédito Real, autorizó la venta de Crédito Real USA Finance, LLC. (CRUSAFIN), a Bepensa Capital, Inc. CRUSAFIN es subsidiaria de Crédito Real USA, Inc, que a su vez es subsidiaria de la Compañía.

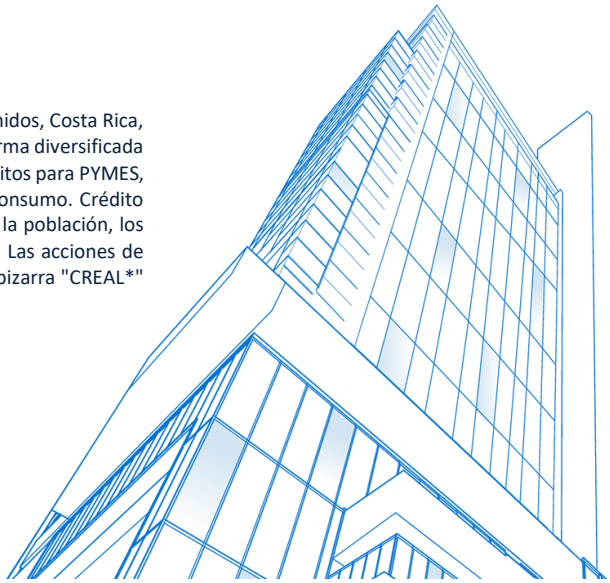
CONTACTO

Relación con Inversionistas y Medios:
investor_relations@creditoreal.com.mx

ACERCA DE CRÉDITO REAL

Crédito Real es una institución financiera líder en México, con presencia en Estados Unidos, Costa Rica, Panamá, Nicaragua y Honduras, enfocada al otorgamiento de créditos con una plataforma diversificada de negocios, que comprende principalmente: créditos con descuento vía nómina, créditos para PYMES, créditos grupales, créditos para autos usados y a través de Instacredit, créditos de consumo. Crédito Real ofrece productos principalmente a los segmentos de bajo y mediano ingreso de la población, los cuales históricamente han estado poco atendidos por otras instituciones financieras. Las acciones de Crédito Real se encuentran listadas en la Bolsa Mexicana de Valores bajo la clave de pizarra "CREAL*" (Bloomberg: "CREAL*:MM").

Crédito Real, S.A.B. de C.V. SOFOM, E.N.R.
Insurgentes Sur #730 Col. del Valle, Alc. Benito Juárez,
Ciudad de México C.P. 03103



CRÉDITO REAL®

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CRÉDITO REAL INFORMA

Ciudad de México, a 18 de abril del 2023. Crédito Real, S.A.B. de C.V., SOFOM, E.N.R. ("Crédito Real" o la "Compañía"), informa que, en seguimiento de lo publicado en el evento relevante de 21 de marzo de 2023, hoy se consumó la venta de Credito Real USA Finance, LLC, subsidiaria indirecta de la Compañía.

CONTACTO

Relación con Inversionistas y Medios:
investor_relations@creditoreal.com.mx

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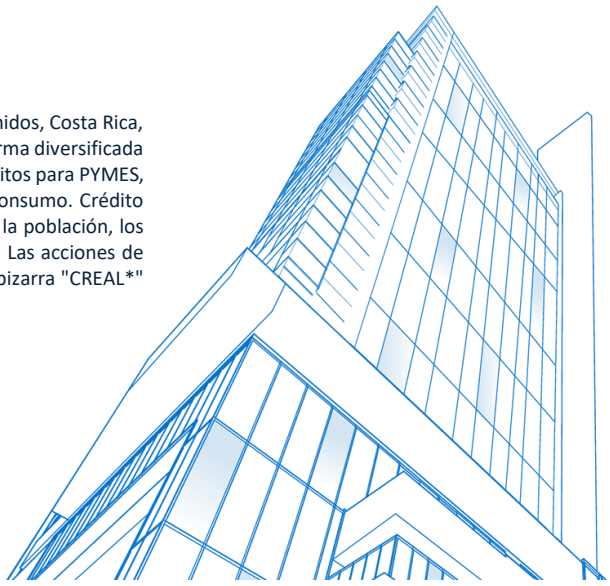
Crédito Real, S.A.B. de C.V. SOFOM, E.N.R.
Insurgentes Sur #730 Col. del Valle, Alc. Benito Juárez,
Ciudad de México C.P. 03103



CRÉDITO REAL®

Rebasa tus límites.

CRÉDITO REAL INFORMA

Ciudad de México, a 05 de abril del 2023. Crédito Real, S.A.B. de C.V., SOFOM, E.N.R. ("Crédito Real" o la "Compañía"), informa que como parte del proceso de liquidación al cual se encuentra sujeta, quedó consumada la venta de su cartera de crédito automotriz.

CONTACTO

Relación con Inversionistas y Medios:
investor_relations@creditoreal.com.mx

ACERCA DE CRÉDITO REAL

Crédito Real es una institución financiera líder en México, con presencia en Estados Unidos, Costa Rica, Panamá, Nicaragua y Honduras, enfocada al otorgamiento de créditos con una plataforma diversificada de negocios, que comprende principalmente: créditos con descuento vía nómina, créditos para PYMES, créditos grupales, créditos para autos usados y a través de Instacredit, créditos de consumo. Crédito Real ofrece productos principalmente a los segmentos de bajo y mediano ingreso de la población, los cuales históricamente han estado poco atendidos por otras instituciones financieras. Las acciones de Crédito Real se encuentran listadas en la Bolsa Mexicana de Valores bajo la clave de pizarra "CREAL*" (Bloomberg: "CREAL*:MM").

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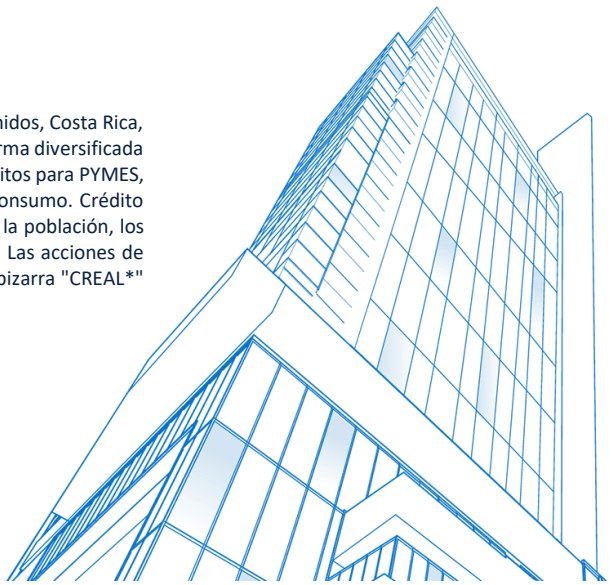
Insurgentes Sur #730 Col. del Valle, Alc. Benito Juárez,
Ciudad de México C.P. 03103



JUZGADO DE QUIEBRAS DEL DISTRITO DE DELAWARE
DE LOS ESTADOS UNIDOS

	)	
	)	Capítulo 15
	)	
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.[1],	)	Caso N.º 22-10630 (JTD)
	)	
	)	**Ref.: Registros N.º 95, 103, 104, 113, 133 & 150 & 166**
	)	
Deudor en un procedimiento extranjero	)	
	)	

NOTIFICACIÓN DE (I) APROBACIÓN Y DESIGNACIÓN DE OFERENTE INICIAL, SUSCRIPCIÓN DE CONTRATO DE OFERTA MÍNIMA INICIAL Y GARANTÍAS RELACIONADAS DE LICITACIÓN Y (II) MODIFICACIÓN DE FECHAS LÍMITE REFERIDAS A LA VENTA DE LAS PARTICIPACIONES DEL DEUDOR EN CRÉDITO REAL USA FINANCE, LLC

SÍRVASE NOTIFICARSE DE LO SIGUIENTE:

El 15 de diciembre de 2022, el Juzgado de Quiebras del Distrito de Delaware de los Estados Unidos (el "**Juzgado de Quiebras**") emitió la *Resolución: (A) Que autoriza y aprueba los procedimientos de licitación relacionados con la venta de las participaciones de capital en Crédito Real USA Finance, LLC del Deudor del Código de Quiebras; (B) Que programa una subasta y audiencia de aprobación de la venta propuesta; (C) Que aprueba el formato y método de notificación de tal subasta y audiencia y (D) Que concede las peticiones relacionadas* [Registro N.º 133] (la "**Resolución de Procedimientos de Licitación**")[2], en virtud de la cual, entre otras cuestiones, se aprobaron los procedimientos de licitación y subasta [Registro N.º 133-1] (los "**Procedimientos de Licitación**") para la venta (la "**Venta**") de sustancialmente todas las participaciones de capital directas y/o indirectas del Deudor en Crédito Real USA Finance, LLC (las "**Participaciones en CRUSAFin**").

De conformidad con la Resolución de Procedimientos de Licitación y los Procedimientos de Licitación, el Liquidador Mexicano y el Representante Extranjero, en nombre del Deudor, y tras consultarlo con el Grupo Ad Hoc[3], resolvieron que, a fin de

[1] Los últimos cuatro dígitos del número de identificación fiscal y la jurisdicción en la que el Deudor paga sus impuestos son 6815 – México. La sede corporativa del Deudor se encuentra en Avenida Insurgentes Sur N.º 730, 20º piso, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Ciudad de México, México.

[2] Los términos con mayúscula inicial que no se definan de otra manera en el presente documento tendrán el significado que se les asigne en los Procedimientos de Licitación o en la Solicitud sobre la Oferta Mínima Inicial, según corresponda.

[3] El "Grupo *Ad Hoc*" es un grupo *ad hoc* de acreedores que alega ser titular de una parte de las obligaciones de deuda a largo plazo del Deudor, que ascienden a USD 2,5 mil millones, y está conformado por las partes identificadas en la *Declaración Verificada conforme a la Norma sobre Quiebras 2019*, Caso N.º 22-10696 (JTD) (Bankr. D. Del., 4 de agosto de 2022) [Registro N.º 27].

resguardar los intereses del Deudor y los de sus acreedores, sería conveniente que el Deudor celebre un contrato de compraventa (el "**CCV de Oferta Mínima Inicial**", o *Stalking Horse PSA*) con Bepensa Capital, Inc. ("**Bepensa**") y que se designe a Bepensa como Oferente Inicial (*Stalking Horse Bidder*) respecto de las Participaciones en CRUSAFin, ello supeditado a la presentación de Ofertas mejores o más altas.

El Representante Extranjero presentó la *Solicitud del Representante Extranjero a fin de que se dicte una Resolución en virtud de la cual (I) se autorice y apruebe la suscripción del Contrato de Oferta Mínima Inicial y las Garantías Relacionadas de Licitación con respecto a la venta de las participaciones del Deudor en Crédito Real USA Finance, LLC; (II) se apruebe el formato y método de notificación de dicha suscripción y (III) se concedan las peticiones relacionadas* [Registro N.º 150] (la "**Solicitud sobre la Oferta Mínima Inicial**"), como así también una solicitud relacionada orientada a abreviar el plazo de notificación y programar una audiencia inmediata en lo que se refiere a dicha Solicitud sobre la Oferta Mínima Inicial para el día 25 de enero de 2023 a las 10:00 am (horario del este).

El 24 de enero de 2023, el Juzgado de Quiebras dictó una *Resolución en virtud de la cual (I) se autoriza y aprueba la suscripción del Contrato de Oferta Mínima Inicial y las Garantías Relacionadas de Licitación con respecto a la venta de las participaciones del Deudor en Crédito Real USA Finance, LLC; (II) se aprueba el formato y método de notificación de dicha suscripción y (III) se conceden las peticiones relacionadas* [Registro N.º 166] (la "**Resolución sobre la Oferta Mínima Inicial**"), resolución que, entre otras cuestiones, autorizó y aprobó: (i) la designación por parte del Liquidador Mexicano y del Representante Extranjero de Bepensa como Oferente Inicial respecto de las Participaciones en CRUSAFin; (ii) la suscripción del CCV de Oferta Mínima Inicial y el cumplimiento de determinadas obligaciones previstas en él por parte del Deudor; (iii) garantías relacionadas de licitación, de conformidad con los términos y condiciones del CCV de Oferta Mínima Inicial; (iv) el formato y método de notificación de lo anterior; y (v) peticiones relacionadas.

Conforme lo dispuesto en el CCV de Oferta Mínima Inicial y en la Resolución sobre la Oferta Mínima Inicial, el Deudor ha sido autorizado a otorgar al Oferente Inicial determinadas Garantías de Licitación, según se describen detalladamente en la Resolución sobre la Oferta Mínima Inicial y en el CCV de Oferta Mínima Inicial. Dicho CCV de Oferta Mínima Inicial contempla además que, con anterioridad al cierre de la Venta, o de forma contemporánea con dicho cierre, Crédito Real USA, Inc. transferirá las Participaciones en CRUSAFin al Deudor de modo que, luego de dicha transferencia, el Deudor será dueño directo de las Participaciones en CRUSAFin.

Tras haber anunciado la selección y aprobación del Oferente Inicial, el Representante Extranjero continuará intentando obtener Ofertas más altas y mejores respecto de las Participaciones en CRUSAFin, de acuerdo con lo previsto en los Procedimientos de Licitación y en la Resolución sobre la Oferta Mínima Inicial, y podrá proceder a realizar la Subasta en caso de que hasta la Fecha Límite de la Oferta se reciban otras Ofertas Calificadas, efectuadas de conformidad con los términos de los Procedimientos de Licitación y la Resolución sobre la Oferta Mínima Inicial.

El Representante Extranjero, en ejercicio de sus derechos establecidos en la Resolución de Procedimientos de Licitación, y tras consultarlo con la Parte Consultada,

ha modificado las Fechas Límite relacionadas con la Venta conforme se indica a continuación:

Evento	Fecha Límite modificada	Fecha Límite anterior
Fecha Límite de la Oferta	**3 de febrero de 2023 a las 4:00 pm (horario del este)**	27 de enero de 2023 a las 4:00 pm (horario del este)
Subasta (en caso de que deba llevarse a cabo)	**7 de febrero de 2023 a las 10:30 am (horario del este)**	31 de enero de 2023 a las 10:30 am (horario del este)
Fecha Límite para objeciones a la Subasta	**10 de febrero de 2023 a las 4:00 pm (horario del este)**	3 de febrero de 2023 a las 4:00 pm (horario del este)
Audiencia de Venta	**15 de febrero de 2023 a las 2:00 pm (horario del este)**	7 de febrero de 2023 a las 10:00 am (horario del este)

Toda parte interesada en presentar una Oferta respecto de las Participaciones en CRUSAFin deberá analizar detenidamente los Procedimientos de Licitación, la Resolución de Procedimientos de Licitación y la Resolución sobre la Oferta Mínima Inicial y contactar al Representante Extranjero o a sus asesores. **El incumplimiento de los Procedimientos de Licitación y de la Resolución de Procedimientos de Licitación puede dar lugar al rechazo de una Oferta.**

Esta Notificación se encuentra sujeta a los términos y condiciones establecidos en la Resolución de Procedimientos de Licitación y en la Resolución sobre la Oferta Mínima Inicial. Excepto que se los modifique expresamente por medio de la presente Notificación, la Resolución sobre la Oferta Mínima Inicial o cualquier otra Notificación que se presente al Juzgado, la Resolución de Procedimientos de Licitación y los Procedimientos de Licitación que la acompañan permanecerán en plena vigencia. A fin de despejar toda duda, el Representante Extranjero consultará con la Parte Consultada toda modificación adicional de las Fechas Límite.

El Representante Extranjero insta a todas las partes interesadas a revisar íntegramente la Resolución de Procedimientos de Licitación, los Procedimientos de Licitación y la Resolución sobre la Oferta Mínima Inicial. **SE PODRÁ ACCEDER A COPIAS DE LA RESOLUCIÓN DE PROCEDIMIENTOS DE LICITACIÓN, LOS PROCEDIMIENTOS DE LICITACIÓN, LA RESOLUCIÓN SOBRE LA OFERTA MÍNIMA INICIAL, EL CCV DE OFERTA MÍNIMA INICIAL O DE CUALQUIER OTRO DOCUMENTO RELACIONADO EN EL SITIO WEB DEL DEUDOR EN www.creal.mx/en/financiera/eventos O, PREVIA SOLICITUD A WHITE & CASE A wccrusafin@whitecase.com, O AL TELÉFONO 305-371-2700, ATENCIÓN: CRÉDITO REAL TEAM.**

[El resto de la página se deja en blanco intencionalmente]

Fecha: 24 de enero de 2023

[Firmado:] Amanda R. Steele

RICHARDS, LAYTON & FINGER, P.A.

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John H. Knight (N.º 3848)
Amanda R. Steele (N.º 4430)
920 North King Street
Wilmington, DE 19801
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Coapoderados de la Quejosa y el Representante Extranjero

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 15
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.,[1]	)	Case No. 22-10630 (JTD)
Debtor in a Foreign Proceeding.	)	**Re: Dkt. Nos. 95, 103, 104, 113, 133 & 150**

ORDER (I) AUTHORIZING AND APPROVING ENTRY INTO STALKING HORSE AGREEMENT AND RELATED BID PROTECTIONS IN CONNECTION WITH THE SALE OF CHAPTER 15 DEBTOR'S EQUITY INTERESTS IN CRÉDITO REAL USA FINANCE, LLC, (II) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] filed by the Foreign Representative of the Mexican Liquidation Proceeding of Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., ("**Crédito Real**" or the "**Chapter 15 Debtor**" and, together with its affiliates, the "**Company"**) for entry of an order (this "**Order**") authorizing and approving: (i) the Mexican Liquidator's and Foreign Representative's designation of Bepensa Capital S.A. de C.V. (the "**Stalking Horse Bidder**" or the "**Buyer**"), as the stalking horse bidder for substantially all of the Company's direct and/or indirect equity interests (the "**CRUSAFin Interests**") in Crédito Real USA Finance, LLC ("**CRUSAFin**"); (ii) the Chapter 15 Debtor's entry into and performance of certain obligations under a purchase and sale agreement (the "**Stalking Horse PSA**"), attached hereto as **Schedule I**, whereby the Buyer has agreed to purchase the CRUSAFin Interests, subject to the solicitation of higher or otherwise better offers; (iii) the Break-Up Fee and Expense

[1] The last four identifying digits of the tax number and the jurisdiction in which the Chapter 15 Debtor pays taxes is Mexico – 6815. The Chapter 15 Debtor's corporate headquarters is located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Mexico City, Mexico.

[2] Where context requires, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Motion or the Bidding Procedures, as applicable.

Reimbursement (each as defined below, and collectively, the "**Bid Protections**") and the Chapter 15 Debtor's payment of any amounts that may become payable to the Stalking Horse Bidder on account of the Bid Protections pursuant to the terms and conditions of the Stalking Horse PSA; (iv) the form and manner of notice thereof; and (v) related relief, all as more fully set forth in the Motion; upon the procedures set forth in the *Order: (A) Authorizing and Approving Bidding Procedures Relating to the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC; (B) Scheduling an Auction for, and Hearing to Approve, the Proposed Sale; and (C) Approving the Form and Manner of Notice of Thereof; and (D) Granting Related Relief* [ECF No. 133] (the "**Bidding Procedures Order**") entered by Court in the above-captioned chapter 15 cases (the "**Chapter 15 Cases**"); and in compliance with the Bidding Procedures [ECF No. 133-1] as approved pursuant to the Bidding Procedures Order; and the Court having reviewed the Motion and upon the record of the hearing, if any, to consider the relief requested therein (the "**Hearing**"); and the Court having considered the arguments and evidence presented at the Hearing, if any, and the First Wagstaff Declaration, Second Wagstaff Declaration, and Third Wagstaff Declaration (collectively, the "**Wagstaff Declarations**"); and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Chapter 15 Debtor, its creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation thereon and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Motion and the relief requested under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of*

Reference from the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b) as to which the Bankruptcy Court has the power to enter a final judgment. Venue of this Chapter 15 Case and the Motion is proper in this District pursuant to 28 U.S.C. § 1410(1).

B. Statutory Predicates. The predicates for the relief granted herein are sections 105(a), 363, 1501, 1519, and 1522 of title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), Rules 2002, 6004, 9006, and 9007, of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**").

C. Notice. Notice of the Motion as provided in the Motion shall be deemed good and sufficient notice of such Motion and the relief granted herein under the circumstances and given the nature of the relief requested, and no other or further notice thereof is required.

D. Stalking Horse Bidder.

1. The Chapter 15 Debtor has demonstrated compelling and sound business reasons for this Court to approve (i) Buyer as the Stalking Horse Bidder for the CRUSAFin Interests, (ii) the Chapter 15 Debtor's entry into the Stalking Horse PSA, and (iii) the grant of Bid Protections to the Stalking Horse Bidder, and payment of any amounts that may become payable to the Stalking Horse Bidder on account of such Bid Protections on the terms set forth in the Stalking Horse PSA. The Stalking Horse PSA and Bid Protections were negotiated in good faith and at arms'-length by the Mexican Liquidator, the Foreign Representative, and the Stalking Horse Bidder.

2. The Bid Protections are material inducements for, and conditions of, the Stalking Horse Bidder's entry into the Stalking Horse PSA and agreement to remain obligated to consummate the Sale Transaction on the terms set forth therein, or otherwise be bound under the Stalking Horse PSA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures approved by this Court).

3. The Bid Protections, to the extent payable under the Stalking Horse PSA, (i) are an actual and necessary cost of preserving the value of the Chapter 15 Debtor's assets, (ii) are of substantial benefit to the Chapter 15 Debtor, the Chapter 15 Debtor's creditors and other parties in interest, (iii) are reasonable and appropriate, including in light of the size and nature of the Sale Transaction and the efforts that have been and will be expended by the Stalking Horse Bidder, (iv) have been negotiated by the parties and their respective advisors at arms' length and in good faith, and (v) are necessary to ensure that the Stalking Horse Bidder will continue to pursue its Stalking Horse PSA and the Sale Transaction contemplated thereby.

E. Stalking Horse Notice. The Foreign Representative has set forth a notice process that is reasonably calculated to provide all interested parties with timely and proper notice of the entry of this Order, the Stalking Horse Bidder's designation, the Stalking Horse PSA, the grant of the Bid Protections, and the extension of the Sale Process Dates, including the Bid Deadline to February 3, 2023. The Stalking Horse Notice attached hereto as **Schedule II** (the "**Stalking Horse Notice**") and the notice process outlined in the Motion is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of each, and no other or further notice shall be required.

F. Relief Needed. The relief set forth herein is consistent with the purpose of chapter 15 of the Bankruptcy Code and urgently needed to protect the interests of the Chapter 15 Debtor's creditors. All creditors and other parties in interest are sufficiently protected by the grant of the relief ordered hereby as required by sections 1519(a) and 1522(a) of the Bankruptcy Code.

G. Other Findings. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the foregoing findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

NOW, THEREFORE, on the Motion and the record before this Court with respect to the Motion, including the Wagstaff Declarations and the record made during the Hearing (if any), and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion and the relief requested therein is **GRANTED** as set forth herein.

2. All objections to the Motion (and all reservation of rights included therein), to the extent not withdrawn, waived, settled, or otherwise resolved, are hereby **DENIED** and **OVERRULED** on the merits with prejudice. All withdrawn objections are deemed withdrawn with prejudice.

A. Designation of Stalking Horse Bidder

3. Bepensa Capital, Inc. is hereby designated the Stalking Horse Bidder and its bid as the Stalking Horse Bid. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and

the Stalking Horse Bid shall be deemed a Qualified Bid, for all purposes under the Bidding Procedures.

B. Authorization to enter into and perform under the Stalking Horse PSA

4. The Chapter 15 Debtor is authorized, pursuant to sections 105(a), 363(b), 1501, 1519, and 1522 of the Bankruptcy Code, to enter into the Stalking Horse PSA, subject to the solicitation of higher or otherwise better offers for the CRUSAFin Interests in accordance with the Bidding Procedures. The Chapter 15 Debtor is hereby authorized to comply with any and all obligations set forth in the Stalking Horse PSA that are intended to be performed prior to the Sale Hearing and/or entry of the Proposed Sale Order.

5. The Stalking Horse PSA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, solely in accordance with the terms thereof, without further order of the Court; *provided, however*, that the parties may not amend the proposed Bid Protections or make any other changes that are materially adverse to the Chapter 15 Debtor without further order of this Court.

6. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Order, this Order does not approve the Sale of the CRUSAFin Interests under the Stalking Horse PSA or authorize consummation of the Sale, and such approval and authorization (if any) are to be considered only at the Sale Hearing, and all rights of all parties in interest to object to such approval and authorization are reserved.

C. Approval of Bid Protections

7. The Bid Protections, as set forth in the Stalking Horse PSA, are approved in their entirety. If the Bid Protections become payable under the terms of the Stalking Horse PSA, the Chapter 15 Debtor is authorized, without further authority or order from this Court, to pay the

Stalking Horse Bidder the portion of such amount owed by the Chapter 15 Debtor of (a) a break-up fee (the "**Break-Up Fee**") equal to $1,860,000 and (b) the reasonable and documented out-of-pocket expenses of Buyer incurred in connection with the Stalking Horse Bid and Sale Transaction up to an amount equal to $750,000 (the "**Expense Reimbursement**" and together with the Break-Up Fee, the "**Bid Protections**"), as and when specified by the Stalking Horse PSA and subject to section D of this Order. If the Bid Protections become payable pursuant to the Stalking Horse PSA, such payments are the sole and exclusive remedy of the Stalking Horse Bidder with respect to the Stalking Horse PSA and the Sale Transaction (including the termination and any breach of the Stalking Horse PSA by the Chapter 15 Debtor).

8. Notwithstanding anything in the Bidding Procedures to the contrary, to be deemed a Qualified Bid (as defined in the Bidding Procedures), a Bid must provide for cash consideration that, in the Foreign Representative's and Mexican Liquidator's reasonable business judgment, in consultation with the Consultation Party, is greater than $65,110,000 with respect to 100% of the equity interests of CRUSAFin (which is comprised of (i) a $62 million valuation for 100% of the equity interests of CRUSAFin, plus (ii) the Bid Protections, plus (iii) $500,000; *provided, however*, and for the avoidance of doubt, if a Bid proposes to purchase less than 100% of the Seagrave Interests (as defined in the Bidding Procedures) based on an agreement with Mr. Seagrave, then the amount in (i) above, and consequently the total amount, shall be adjusted accordingly.

9. If the Stalking Horse Bidder submits an Overbid (as defined in the Bidding Procedures) at the Auction (if any), the Stalking Horse Bidder shall be entitled to a dollar-for-dollar credit equal to the sum of the Break-Up Fee and Expense Reimbursement in connection with any such Overbid.

10. Except as expressly provided for herein or in the Bidding Procedures, no other bid protections are authorized or permitted under this Order.

D. Documentation of Stalking Horse Bidder Expenses.

11. If the Expense Reimbursement becomes due and payable pursuant to the terms of the Stalking Horse PSA, and the Stalking Horse Bidder seeks payment of any such amount from the Chapter 15 Debtor, the Stalking Horse Bidder shall provide reasonably detailed documentation for such Expense Reimbursement to the Foreign Representative (which documentation shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any confidential or commercially sensitive information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, any benefits of the attorney work product doctrine, or any privilege or protection from disclosure of such information).

E. Stalking Horse Notice.

12. The Stalking Horse Notice in the form attached hereto as **Schedule II** is approved. The Foreign Representative (or his agents) shall file and serve by first-class mail, postage prepaid, and email (if known) the Stalking Horse Notice upon the Notice Parties within two (2) business days of entry of this Order, or as soon thereafter as practicable. The Foreign Representative shall also publish the Stalking Horse Notice, in English and Spanish, on the Chapter 15 Debtor's website.

13. Other than as explicitly modified by this Order or any other Notice filed with the Court, the Bidding Procedures Order and the Bidding Procedures attached thereto remain in full force and effect; *provided, however*, that to the extent the Bidding Procedures Order or Bidding

Procedures are inconsistent with this Order or the Stalking Horse PSA, this Order and the Stalking Horse PSA shall govern, in such order.

F. Related Relief.

14. Notice of the Motion as provided in the Motion shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

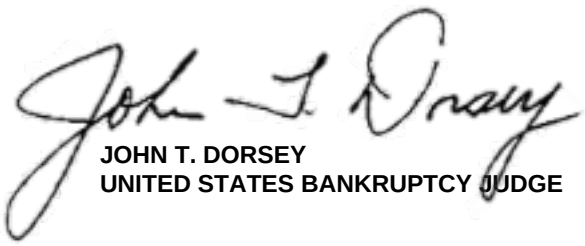
15. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or any applicable provisions of the Bankruptcy Rules or the Local Rules or otherwise stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

16. The Chapter 15 Debtor, the Foreign Representative, and the Mexican Liquidator are hereby authorized and empowered to take all reasonable actions as may be necessary to implement and effect the terms and requirements established in this Order.

17. This Order shall remain in full force and effect and not be subject to challenge by any party notwithstanding the fact that the Foreign Representative's request for recognition is still pending and may be granted or denied. This Court has and will retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order, as well as any matter, claim or dispute arising from or relating to the Stalking Horse PSA.

18. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof.

Dated: January 24th, 2023
Wilmington, Delaware



JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE I

Stalking Horse PSA

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

by and between

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.,
CREDITO REAL USA, INC.

and

SCOT SEAGRAVE,

as the Sellers,

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.,

as Sellers' Representative,

CREDITO REAL USA FINANCE, LLC,

as the Company,

BEPENSA CAPITAL INC.,
as Buyer

and

BEPENSA CAPITAL S.A. DE C.V.,
as Buyer Parent

Dated as of January 18, 2023

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered into as of January 18, 2023, among Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., a *sociedad anónima bursátil de capital variable, sociedad financiera de objeto múltiple, entidad no regulada,* organized and existing under the Laws of the United Mexican States ("Parent"), Credito Real USA, Inc., a corporation existing under the Laws of Delaware ("CRUSA Inc." and, together with Parent, the "CR Sellers" and each, a "CR Seller"), Scot Seagrave, an individual domiciled in the State of Florida ("Seagrave" and, together with Parent and CRUSA Inc., the "Sellers" and each, a "Seller"), Parent, solely in its capacity as the representative, agent and attorney-in-fact of the Sellers (the "Sellers' Representative"), Credito Real USA Finance, LLC, a limited liability company existing under the Laws of Florida (the "Company"), Bepensa Capital, Inc., a corporation organized and existing under the Laws of Florida ("Buyer") and Bepensa Capital S.A. de C.V., a *sociedad anónima de capital variable* organized and existing under the Laws of the United Mexican States ("Buyer Parent"). Each of the Sellers, the Company and Buyer is referred to individually as a "Party", and, collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, on July 14, 2022, Robert Wagstaff, in his capacity as the foreign representative duly appointed by Mr. Fernando Alonso-de-Florida Rivero, the court-appointed provisional liquidator (*Liquidator Judicial Provisional*) (the "Mexican Liquidator") of the Special Expedited Commercial proceeding (*Via Sumaria Especial Mercantil*) pending in the Mexican Liquidation Court for the dissolution and liquidation of Parent (the "Mexican Liquidation Proceeding") filed a petition for recognition of the Mexican Liquidation Proceeding as a foreign main proceeding under chapter 15 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") commencing a chapter 15 case captioned *In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, Case No. 22-10630 (JTD) (the "Chapter 15 Case");

WHEREAS, as of the date of this Agreement, (i) CRUSA Inc., a wholly-owned subsidiary of Parent, owns 95.28% of the total issued and outstanding Interests of the Company (the "Credito Real Interest"), and (ii) Seagrave owns 4.72% of the total issued and outstanding Interests of the Company (the "Seagrave Interest");

WHEREAS, after giving effect to the Reorganization, Parent will directly own the Credito Real Interest as a duly admitted Member of the Company;

WHEREAS, (a) The CR Sellers desire to sell the Credito Real Interest to Buyer, and (b) Seagrave desires to sell 50% of the Seagrave Interest to Buyer, and Buyer desires to purchase all the Credito Real Interest and 50% of the Seagrave Interest (such Interests, the "Acquired Interests"), subject to the terms and conditions set forth herein;

WHEREAS, the Parties intend for the sale and purchase of the Acquired Interests based on the terms set forth herein (the "Transaction"), to be effectuated pursuant to a Sale Order to be entered by the Bankruptcy Court; and

WHEREAS, in connection with the Mexican Liquidation Proceeding and subject to the terms and conditions in this Agreement, following entry of the Sale Order finding Buyer as the prevailing bidder at the Auction (if any), Sellers shall sell and transfer to the Buyer, and the Buyer shall purchase and acquire from the Sellers, all of the Acquired Interests owned by such Sellers, on the terms and subject to the conditions in this Agreement and as more specifically provided for in the Sale Order.

NOW, THEREFORE, in consideration of the payment by the Buyer to the Sellers of the Purchase Price, and in consideration of the premises and of the mutual covenants, representations, warranties and agreements contained herein, together with other good and valuable consideration, the sufficiency, adequacy and receipt of which is hereby acknowledged and agreed to, the Parties hereto, intending to be legally bound, agree as follows :

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Accounting Principles" means the Accounting Standards and, to the extent not inconsistent with the Accounting Standards, the principles, practices and methodologies used by the Company in the preparation of the Financial Statements.

"Accounting Standards" means the generally accepted accounting principles in the United States of America (GAAP).

"Acquired Interests" has the meaning set forth in the recitals to this Agreement.

"Action" means any action, suit or proceeding by or before any court or other Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. As used in this definition, the term "controls" (including the terms "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise. With respect to any natural Person, "Affiliate" will also include such Person's immediate family members, and any Persons directly or indirectly controlled by such family member. For the avoidance of doubt, from and after the Closing, no Company Entity shall be an "Affiliate" of any Seller or vice versa for purposes of this Agreement.

"Affiliate Arrangements" means any Contract between Seller or any of its Affiliates other than a Company Entity, on the one hand, and any Company Entity, on the other hand.

"Affiliation Statement Materials" has the meaning set forth in Section 6.9(b).

"Affordable Care Act" means the Affordable Care Act, as defined in Treasury Regulation section 54.4980H-1(a)(3).

"Agreement" means this Purchase and Sale Agreement, including all Exhibits and Schedules hereto (including the Disclosure Schedules), as the same may be amended, modified or supplemented from time to time in accordance with its terms.

"Allocation Schedule" shall have the meaning set forth in Section 6.8(a).

"Alternative Transaction" means the sale, transfer or other disposition, directly or indirectly, including through the Auction or an asset sale, share sale, merger, issuance, financing, recapitalization, amalgamation, liquidation or other similar transaction, of a material portion of the Acquired Interests, in one transaction or a series of transactions with one or more Persons other than Buyer or its Affiliates.

"Anti-Bribery Laws" means any and all Laws related to anti-bribery and anti-corruption (including the U.S. Foreign Corrupt Practices Act of 1977).

"Anti-Money Laundering Laws" means any and all Laws related to terrorism financing or money laundering (including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), as amended by the USA PATRIOT Act).

"Auction" has the meaning set forth in Section 6.12(b).

"Audited Financial Statements" has the meaning set forth in Section 3.6(a).

"Back-Up Bidder" has the meaning set forth in Section 6.12(g).

"Balance Sheet Date" has the meaning set forth in Section 3.6(a).

"Bankruptcy Code" has the meaning set forth in the recitals to this Agreement.

"Bankruptcy Court" has the meaning set forth in the recitals to this Agreement.

"Base Purchase Price" means the Initial Purchase Price, *less* the value allocated to the remaining unpurchased Seagrave Interests. For the avoidance of doubt, the Base Purchase Price shall equal $60,536,800.00.

"Benefit Plan" means each compensation or benefit plan, program, scheme, policy, practice, contract, agreement or other arrangement, including, without limitation, any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock bonus, stock option, stock appreciation rights, stock-based rights, medical, dental, vision, profit sharing, insurance, employee counseling, employee assistance, wellness, legal services, retirement plan, supplemental retirement plan, pension plan (whether funded or unfunded), severance, retention, termination, employment, change-of-control or fringe benefit plan, program, spending or reimbursement account or agreement (other than any plan to which a Company Entity contributes or has an obligation to contribute pursuant to Law and that is sponsored or maintained by a Governmental Authority), whether or not in writing and whether or not funded, in each case, that

is sponsored, maintained or contributed to by a Company Entity or an ERISA Affiliate for the benefit of the current or former employees or natural independent contractors (or their respective beneficiaries) of the Company Entities or with respect to which the Company Entities have any Liability.

"Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Motion" means a motion seeking Bankruptcy Court approval of the Bidding Procedures.

"Bidding Procedures Order" means the order entered by the Bankruptcy Court in the Chapter 15 Case approving the Bidding Procedures dated December 15, 2022.

"Bidding Protections Motion" means a motion Parent will cause to be filed in the Chapter 15 Case seeking entry of the Bidding Protections Order, and otherwise in form and substance reasonably acceptable to Buyer setting forth the protections in Section 6.12(a)(i) of this Agreement, including the Expense Reimbursement and the Break-Up Fee.

"Bidding Protections Order" means an order of the Bankruptcy Court approving the Bidding Procedures Motion, including the protections set forth in Section 6.12(a)(i) hereof, and otherwise in form and substance reasonably acceptable to Buyer.

"Book Value" has the meaning determined pursuant to, and in accordance with, the Accounting Principles; provided, however, that, in all cases, "Book Value" shall be calculated after deducting Intangible Assets (if any) from Book Value. For the avoidance of doubt, Book Value is denominated in the Financial Statements as "Members' Equity" plus Net Income.

"Book Value Adjustment" means the amount equal to the Book Value Deficit or the Book Value Surplus, as the case may be.

"Book Value Calculation Schedule" means each matter set forth on Schedule C providing for an illustrative calculation on the mechanics agreed between Sellers and Buyer for the determination of Book Value of the Company at the Closing. For the avoidance of doubt, the Book Value Calculation Schedule does not include, and shall not include, any Intangible Assets.

"Book Value Deficit" means 50% of the amount, if any, by which the Book Value of the Company at the Closing is less than the Target Book Value.

"Book Value Surplus" means 50% of the amount, if any, by which the Book Value of the Company at the Closing is more than the Target Book Value.

"Books and Records" has the meaning set forth in Section 6.18.

"Break-Up Fee" means an amount equal to $1,860,000.00.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Wilmington, Delaware, or Mexico City, Mexico are not open for the transaction of normal banking business.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer 401(k) Plan" has the meaning set forth in Section 6.13(a).

"Buyer Disclosure Schedule" means the disclosure schedule delivered by Buyer to the Sellers' Representative on the date hereof and attached hereto.

"Buyer Fundamental Representations" means each of the following representations and warranties of Buyer: Section 5.2 (*Authorization*), Section 5.5 (*Financial Capacity*) and Section 5.8 (*Brokers' Fees*).

"Buyer Parent" has the meaning set forth in the preamble to this Agreement.

"Buyer Released Claims" has the meaning set forth in Section 6.10(b).

"Buyer Releasors" has the meaning set forth in Section 6.10(b).

"Chapter 11 Case" means the involuntary case captioned *In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, Case No. 22-10696 (JTD) pending before the Bankruptcy Court.

"Chapter 15 Case" has the meaning set forth in the recitals to this Agreement.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" means the date the Closing occurs pursuant to Section 2.4.

"Closing Payment" has the meaning set forth in Section 2.5.

"Closing Statement" has the meaning set forth in Section 2.5.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Continuing Employee" has the meaning set forth in Section 6.13(a).

"Company Entities" means the Company and each of the Persons set forth in Section 3.3 of the Seller Disclosure Schedule.

"Company Insurance Policies" has the meaning set forth in Section 3.13.

"Company Owned IP" means all material Intellectual Property rights owned or purported to be owned by a Company Entity.

"Company Policies" has the meaning set forth in Section 6.1(b)(xiv).

"Company Releasees" has the meaning set forth in Section 6.10.

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated March 28, 2022, by and between CRUSA Inc. and GF Bepensa, S.A. de C.V.

"Consents" means consents, approvals, exemptions, waivers, authorizations, filings, registrations, clearances, terminations or expirations or waiting periods and notifications, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consumer Protection Laws" means, collectively, the Consumer Financial Protection Act of 2010, Public Law 111-203, enacted as Title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010; the enumerated consumer laws set forth in 12 U.S.C. Section 5481(12); the USA PATRIOT Act of 2001; the Telephone Consumer Protection Act, the CAN-SPAM Act, the Military Lending Act; the Servicemembers Civil Relief Act; the identity theft red flags provisions of the Fair Credit Reporting Act set forth in 15 U.S.C. Section 1681m(e); Section 5 of the Federal Trade Commission Act set forth in 15 U.S.C. Section 45; and all other federal, state and local consumer protection and unfair, deceptive or abusive trade practices Laws or Laws applicable to marketing (whether by email, text message, telemarketing or otherwise), consumer lending or financing, discriminatory lending, purchasing or servicing holding consumer assets, collecting consumer debts, processing consumer payments, consumer advertising and disclosures.

"Contract" means any written agreement, contract, subcontract, lease, license, sublicense or other legally binding commitment or undertaking.

"Contracting Party" has the meaning set forth in Section 10.11.

"Costa Rica Lease Agreement" means that certain Leasing Agreement dated as of November 15, 2021, by and between BCR Fondo de Inversion Inmobiliario, as lessor, and Crusafin Costa Rica, S.A., as lessee.

"COVID-19 Pandemic" means the novel coronavirus (SARS-CoV-2 or COVID-19), any evolutions or mutations thereof and any associated public health emergency, epidemic, pandemic or outbreak occurring on and prior to the Closing Date.

"Credito Real Interests" has the meaning set forth in the recitals to this Agreement.

"CR Seller" and "CR Sellers" have the meanings set forth in the preamble to this Agreement.

"CRSA" has the meaning set forth in Section 3.9(f)(v).

"CRUSA Inc." has the meaning set forth in the preamble to this Agreement.

"Cybersecurity Incident" means any ransomware or malware attack, denial-of-service attack, unauthorized access, or other cybersecurity, data or systems attack.

"Data Protection Laws" means any applicable data protection and data privacy laws and regulations in the United States, the European Union, or elsewhere in the world to which the Company Entities, Sellers or any of their Affiliates is subject.

"Deposit" has the meaning set forth in Section 2.3.

"Depositor LLC" has the meaning set forth in Section 3.9(f)(ii)(2).

"Disclosure Schedules" means the Buyer Disclosure Schedule and the Seller Disclosure Schedule.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity which is considered a single employer with any other entity under Section 4001(b)(1) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

"Escrow Account" means an interest-bearing account established by the Escrow Agent to hold the Deposit.

"Escrow Agent" means RLF, solely in its capacity as Escrow Agent under this Agreement.

"Escrow Agreement" means that certain Escrow Agreement, dated as of even date herewith, by and among Buyer, Parent and RLF.

"Existing Credit Facility" means that certain Loan and Security Agreement, dated as of May 3, 2017, among the Company, as borrower, Wells Fargo Bank, N.A., as agent, and the lenders party thereto, together with its related Credit Documents (as defined in the Existing Credit Facility), as amended, supplemented, restated or modified.

"Expense Reimbursement" means all actual, documented and necessary reasonable out of pocket costs, fees and expenses incurred by Buyer in connection with the Transaction contemplated hereby, including in the investigation, evaluation, negotiation, and documentation of the Transaction (other than any cost or expense related to or arising from any claims or disputes among Buyer or its Affiliates, on the one hand, and any Seller or its Affiliates, on the other hand, arising from Buyer's breach or failure to perform any of its agreements, covenants or obligations hereunder or under any other Transaction Document), up to an aggregate amount of $750,000.00.

"Fiduciary Duty" has the meaning set forth in Section 9.1(i).

"Final Order" means an order of the Bankruptcy Court that has not been reversed, stayed, modified, or amended, and as to which the time to file an appeal has expired and no such appeal or motion for rehearing or reconsideration, or petition for writ of certiorari is pending. For the avoidance of doubt, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Federal Rules of Bankruptcy Procedures or local rules of the Bankruptcy Court, relating to such Order may be filed after the time to file an appeal of the Order has expired shall not prevent such Order form being a Final Order.

"Finance Receivables Net" means any and all amounts owed to the Company by its customers for services rendered but not yet paid for.

"Financial Statements" has the meaning set forth in Section 3.6(a).

"Florida Lease Agreement" means that certain Lease Agreement dated as of October 10, 2014, by and between Fort Lauderdale Crown Center, Inc. (as landlord) and Credito Real USA Finance, LLC f/k/a AFS Acceptance, LLC (as tenant), as amended, for the lease of Suite 300 consisting of approximately 16,159 rentable square feet on the third floor in the building known as Crown Center, located at 1475 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

"Flow-Through Income Taxes" means U.S. federal income Taxes and any similar income Taxes imposed by any state or local Laws on the direct or indirect owners of any entity on a flow-through basis by allocating or attributing to such owners all or a portion of such entity's items of income, gain, loss, deduction and other relevant Tax attributes.

"Flow-Through Tax Returns" shall have the meaning set forth in Section 6.8(b).

"Fraud" means an actual, knowing and intentional fraud by a Party in the making of an affirmative representation or warranty expressly set forth (a) in the case of Fraud by a Seller, Article III or Article IV and solely as such representation or warranty relates to such Seller or the Company Entities (as qualified by the Seller Disclosure Schedule), (b) in the case of Fraud by the Company, Article III and solely as such representation or warranty relates to the Company (as qualified by the Seller Disclosure Schedule), (c) in the case of Fraud by Buyer, Article V (as qualified by the Buyer Disclosure Schedule) or (d) in the case of Fraud by any Party, in any ancillary certificate executed and delivered by such Party.

"Governing Documents" means (a) with respect to any corporation, its articles or certificate of incorporation and bylaws, shareholders agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), (b) with respect to any limited liability company, its articles or certificate of organization or formation and its operating agreement or limited liability company agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), (c) with respect to any limited partnership, its certificate of limited partnership and partnership agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), and (d) with respect to any other entity (including a trust), governing or organizational documents of similar substance to any of the foregoing (including with respect to voting rights, governing matters or restriction on transfer of securities), in the case of each of clauses (a) through (d), as may be in effect from time to time.

"Governmental Authority" means any (a) national, state, regional, municipal or local government or political subdivision thereof, (b) any entity exercising executive, legislative, judicial, regulatory, tribunal, taxing or administrative functions of or pertaining to government (including any body, court, tribunal, commission, board, bureau or other authority thereof), (c) any arbitrator or arbitral body or panel, department, ministry, instrumentality, agency, court,

commission or body of competent jurisdiction or (d) non-governmental body or quasi-governmental exercising any executive, legislative, judicial, regulatory, tribunal, taxing, administrative, police, regulatory, importing or other governmental or quasi-governmental authority, in each case with competent jurisdiction.

"Governmental Order" means any order, ruling, writ, judgment, injunction, decree, stipulation, determination or award of any Governmental Authority (whether temporary preliminary, permanent or binding).

"Guarantee" has the meaning set forth in Section 10.21.

"Guaranteed Obligations" has the meaning set forth in Section 10.21.

"Guaranty" means that certain Guaranty dated as of September 6, 2018, by and between Parent (as guarantor) in favor of Wells Fargo Bank, N.A. (as Agent) made in connection with the Existing Credit Facility.

"Holding LP" has the meaning set forth in Section 3.9(f)(ii)(4).

"Indebtedness" means (without duplication) the aggregate amount of the following obligations: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations in the nature of accrued fees, interest, premiums or penalties in respect of any of the foregoing, (d) obligations under any swap, collar, cap or other Contract the principal purpose of which is to benefit from or reduce or eliminate the risk of fluctuations in interest rates or currencies, and (e) any reimbursement obligations under letters of credit that have been drawn or similar facilities other than trade payables.

"Indemnified Persons" has the meaning set forth in Section 6.7.

"Initial Deposit" has the meaning set forth in Section 2.3.

"Initial Purchase Price" means $62,000,000.00.

"Intangible Assets" means assets that are considered to be intangible assets under GAAP, including customer lists, goodwill, computer software, copyrights, trade names, trademarks, patents, franchises, licenses, unamortized deferred charges, unamortized debt discounts and capitalized research and development costs.

"Intended Tax Treatment" shall have the meaning set forth in Section 6.8(a).

"Intellectual Property" means all intellectual property rights, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all (a) patents, patent applications, utility models, and applications for utility models, industrial designs and applications for industrial designs, including all continuations, divisionals, continuations-in-part, foreign counterparts, provisionals, and issuances of any of the foregoing, and all reissues, reexaminations, substitutions, renewals, extensions and related priority rights of any of the foregoing, (b) Trademarks, (c) copyrights, and all registrations, applications, renewals, extensions and reversions of any of the foregoing, and (d) trade secrets and proprietary rights in

technology, know-how, software, databases, inventions, formulas, algorithms, procedures, methods, processes, developments and research.

"Interests" means, with respect to any Person, shares, partnership interests, limited liability company interests or any other equity interest in such Person.

"Interim Period" has the meaning set forth in Section 6.1(a).

"Issuer Trust" has the meaning set forth in Section 3.9(f)(ii)(3).

"IT Systems" has the meaning set forth in Section 3.20(c).

"Knowledge" means (a) with respect to each of the Sellers, the actual knowledge of the individuals set forth on Section 1.1(a) of the Seller Disclosure Schedule, after reasonable inquiry, and (b) with respect to Buyer, the actual knowledge of any individual set forth on Section 1.1(b) of the Buyer Disclosure Schedule, after reasonable inquiry. With respect to Intellectual Property of the Sellers, "Knowledge" does not require any Person to conduct, have conducted, obtain, or have obtained any freedom-to-operate opinions or similar opinions of counsel or any patent, Trademark or other Intellectual Property rights clearance searches.

"Laws" means all applicable laws (including common law), statutes, constitutions, rules, regulations, codes, ordinances, rulings of any Governmental Authority or stock exchange with regulatory authority over the applicable Party and all applicable Governmental Orders.

"Lease Agreements" means, collectively, (a) the Costa Rica Lease Agreement and (b) the Florida Lease Agreement.

"Leased Real Property" means the real property leased pursuant to the Lease Agreements.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute, actual or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Lien" has the meaning specified in section 101(37) of the Bankruptcy Code and shall include any mortgage, pledge, lien, security trust, encumbrance, charge, option, claim, assignment, hypothecation, title retention, contractual restriction, easement, right of occupation, right-of-way-covenant, conditional sale or other security agreement, encumbrance, restriction or other security interest, and shall include any and all federal, state, county or municipal Tax liens.

"Loan Amendment" has the meaning set forth in Section 6.16(a)(i).

"Loan Tape" means, as of the final day of the calendar month immediately preceding the Closing, a schedule of all Retail Installment Sale Contracts setting forth certain information regarding the Retail Installment Sale Contracts in the same format as previously delivered to Buyer for due diligence purposes.

"Marked Materials" has the meaning set forth in Section 6.9(a).

"Material Adverse Effect" means (a) with respect to the Company Entities, any material adverse effect on the financial condition or results of operations of the Company Entities, taken as a whole; provided, that none of the following shall constitute or be deemed to contribute to a Material Adverse Effect, or shall otherwise be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (i) changes generally affecting the industries or markets (including automobile markets) in which the Company Entities operate, whether international, national, regional, state, provincial or local, (ii) changes in markets (including automobile markets), funding rates, commodities, supplies or transportation or related products and operations, including those due to actions by competitors, financing sources or Governmental Authorities, (iii) changes in general political, health or social conditions, including the substitution of any Governmental Authority, pandemics, endemics, outbreaks or other generalized diseases, armed hostilities, national emergencies or acts of war (whether or not declared), sabotage or terrorism, changes in government, military actions or "force majeure" events, or any escalation or worsening of any of the foregoing, (iv) effects of weather, meteorological events, fires, floods, earthquakes or other natural disasters or natural occurrences, (v) changes in Law or regulatory policy or the interpretation or enforcement thereof, (vi) changes in economic, business or market conditions, including changes in currency, financial, securities or credit markets (including any disruption thereof, any decline in the price of any security or any market index and changes in prevailing interest rates or foreign exchange rates), (vii) the execution, announcement or performance of this Agreement or the consummation of the Transaction, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners, employees (including any employee departures or labor union or labor organization activity), financing sources or Governmental Authorities, or any communication by the Buyer or its Affiliates of their plans or intentions (including in respect of employees) with respect to the Company Entities or their respective business, (viii) changes in accounting requirements or principles, including Accounting Standards or any adoption, proposal, implementation or change in any Law or Permit or any interpretation or application thereof by any Governmental Authority, (ix) labor strikes, requests for representation, organizing campaigns, work stoppages, slowdowns or other labor disputes, (x) hacking or cybersecurity threats or attacks on the Company Entities business, (xi) actions or omissions expressly required or permitted to be taken or not taken by the Company Entities in accordance with this Agreement or the other Transaction Documents or requested, or consented to, by Buyer or any of its Subsidiaries or Affiliates, (xii) any breach, violation or non-performance of any provision of this Agreement by Buyer or any of its Subsidiaries or Affiliates, (xiii) changes in or effects on the assets or properties of the Company Entities which are cured (including the payment of money) by Seller or any Company Entity, (xiv) failure by Seller or any Company Entity to meet any projections or forecasts for any period, (xv) any fact or information that is set forth in or reasonably apparent from the Seller Disclosure Schedule, (xvi) deterioration, diminution or decline in financial condition of any client, debtor or other revenue counterparty, (xvii) any downgrade or any announcement or communication of an expected downgrade or change in outlook by a ratings agency relating to the long-term credit rating of any Company Entity or any debt issued by any Company Entity, (xviii) any loss of customers arising from general economic conditions affecting the markets generally or as a result of exercise by customers of their rights, and (xix) actions or omissions expressly required to be taken or not taken by the Company Entities in accordance with this Agreement or the other Transaction Documents or requested, or consented to, by Buyer or any of its Affiliates, except, in the case of clauses (i) through (vii), to the extent such change, development,

circumstance, fact, effect, condition or event has, or would reasonably be expected to have, a disproportionate impact on the Company Entities as compared to other Persons in their industries, (b) with respect to Buyer, any event, occurrence or circumstance that would legally prevent or prohibit Buyer from consummating the purchase of the Acquired Interests contemplated by this Agreement, and (c) with respect to each Seller, any event, occurrence or circumstance that would legally prevent or prohibit such Party from consummating the sale of the Acquired Interests contemplated by this Agreement.

"Material Contract" has the meaning set forth in Section 3.12(a).

"Material Permits" has the meaning set forth in Section 3.19.

"Mexican Liquidation Court" means the 52nd Civil State Court of Mexico City, in which the Mexican Liquidation Proceeding is pending.

"Mexican Liquidation Proceeding" has the meaning set forth in the recitals to this Agreement.

"Mexican Liquidator" has the meaning set forth in the recitals to this Agreement.

"Non-Recourse Persons" has the meaning set forth in Section 10.11.

"Open Source Material" means all software that is available under any license that meets (a) the Open Source Definition (www.opensource.org/osd.html) or (b) the Free Software definition (https://www.gnu.org/philosophy/free-sw.html.en) (including the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License).

"Ordinary Course of Business" means the ordinary course of business of the Company Entities including in response to, or during the course of, the COVID-19 pandemic.

"Outside Date" means the date that is 90 days following the Bankruptcy Court's entry of the Sale Order.

"Parent" has the meaning set forth in the preamble to this Agreement.

"Parties" has the meaning set forth in the preamble to this Agreement.

"Payoff Letter" means a customary and duly executed payoff letter in respect of the Existing Credit Facility, providing that, upon payment thereof, (a) all obligations of the Company Entities and any Seller and its respective Affiliates relating to the Indebtedness under the Existing Credit Facility, including any prepayment, termination or breakage fees or penalties paid or payable, shall be satisfied in full, (b) the Guaranty and all guarantees of the Company Entities in respect of such Indebtedness shall be automatically terminated, and (c) all Liens on the Acquired Interests and the assets of the Company Entities relating to or securing such Indebtedness shall be automatically discharged and released.

"Permits" means permits, licenses, concessions, approvals, Consents, Governmental Orders, exemptions, certificates, clearances, qualifications, filings and other authorizations obtained from any Governmental Authority or required to be issued or granted by or under the authority of any Governmental Authority, including any state consumer credit or lending, sales finance, collection agency, servicer or similar licenses issued or required by any applicable Governmental Authority, but does not include any notices of self-certifications required to be filed with any Governmental Authority.

"Permitted Liens" means any (a) construction, mechanic's, materialmen's, laborer's, workmen's, repairmen's, carrier's and/or similar Liens, including all statutory Liens, arising or incurred in the Ordinary Course of Business or the validity or amount of which is being contested in good faith by appropriate proceedings, and for which adequate reserves are established in accordance with the Accounting Standards, (b) Liens for Taxes not yet due and payable or being contested in good faith through appropriate proceedings, for which adequate accruals or reserves are established in accordance with the Accounting Standards, (c) purchase money Liens and Liens securing rental payments under capital lease arrangements, (d) pledges or deposits under workers' compensation legislation, unemployment insurance Laws or similar Laws, (e) deposits in connection with leases, contracts or other agreements, including rent security deposits, (f) pledges or deposits to secure public or statutory obligations, judicial bonds or appeal bonds, (g) Liens disclosed in the Unaudited Financial Statements, (h) Liens arising under or created by any Material Contract or Transaction Document (other than as a result of a breach or default under such Material Contract or Transaction Document), (i) Liens created by licenses granted in the Ordinary Course of Business in any Intellectual Property, (j) Liens that will be released on or prior to the Closing Date without further Liability of any Company Entity, (k) Liens in connection with any Permit, (l) restrictions on the sales of securities under applicable securities Laws, (m) Recognized Liens, (n) with respect to the Leased Real Property, all exceptions, restrictions, easements, charges, covenants, rights of way, zoning ordinances and similar encumbrances which do not materially impair the current or permitted use, occupancy or value of such Leased Real Property, and (o) with respect to the Leased Real Property, any right, interest, lien, encumbrance, title exception or other Lien on the interest of the fee owner, lessor, or sublessor or any right in a lesser estate relating thereto.

"Person" means an individual, partnership, limited liability partnership, corporation, limited liability company, association, joint stock company, trust, estate, joint venture, unincorporated organization, or Governmental Authority.

"Personal Data" means any information in any form or format relating to an identifiable or identified natural person or that is otherwise regulated under any applicable data privacy or data protection Law.

"Post-Closing Covenant" has the meaning set forth in Section 8.1.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

"Pro Rata Share" has the meaning set forth in Section 2.2(a).

"Purchase Price" means an amount equal to: (a) the Base Purchase Price; plus (b)(i) the Book Value Surplus, if applicable, or minus (ii) the Book Value Deficit, if applicable.

"R&W Policy" has the meaning set forth in Section 6.15.

"Recognized Liens" means, as applicable, each Lien or security interest created pursuant to the Existing Credit Facility.

"Regulatory Approvals" means the requisite Consents of, declarations or filings with, or notices to the applicable Department of Financial Institution (or equivalent Governmental Authority) that have issued a motor vehicle sales finance license to any of the Company Entities in connection with the Transaction as set forth in Section 3.5(b) of the Seller Disclosure Schedule.

"Remedies Exception" means (a) applicable bankruptcy, liquidation, insolvency, reorganization, moratorium, and other Laws of general application, heretofore or hereafter enacted or in effect, affecting the rights and remedies of creditors generally, and (b) the exercise of judicial or administrative discretion in accordance with general equitable principles, particularly as to the availability of the remedy of specific performance or other injunctive relief.

"Reorganization" means the dividend of the Credito Real Interest to Parent.

"Representatives" means, with respect to any Person, the directors, officers, managers, members, employees, representatives, agents, consultants, attorneys, accountants, investment bankers or other advisors of such Person.

"Required Regulatory Approvals" means the Regulatory Approvals representing 80% of the Company's Retail Installment Sale Contracts portfolio as set forth in Schedule D.

"Retail Installment Sale Contract" means an installment sale contract or conditional sale agreement for the purchase of a vehicle, together with any assignment, reinstatement, extension or modification thereof.

"RLF" has the meaning set forth in Section 6.19.

"Sale Order" means an order of the Bankruptcy Court approving the Transaction, including the protections set forth in Section 6.12(a)(ii), and otherwise in form and substance reasonably acceptable to Buyer.

"Sanctions" has the meaning set forth in Section 3.17(c).

"Seagrave" has the meaning set forth in the preamble to this Agreement.

"Seagrave Interest" has the meaning set forth in the recitals to this Agreement.

"Second Deposit" has the meaning set forth in Section 2.3.

"Securities Act" has the meaning set forth in Section 5.6.

"Seller" and "Sellers" have the meanings set forth in the preamble to this Agreement.

"Seller 401(k) Plans" has the meaning set forth in Section 6.13(a).

"Seller Disclosure Schedule" means the disclosure schedule (together with all attachments and appendices thereto) delivered by Sellers' Representative to Buyer on the date hereof and attached hereto.

"Seller Group Parties" means (a) Sellers, (b) any Affiliate of a Seller, and (c) any Representative of (i) a Seller or (ii) any Affiliate of a Seller.

"Seller Marks" means the Trademarks as set forth on Section 6.9(a) of the Seller Disclosure Schedule.

"Seller Releasees" has the meaning set forth in Section 6.10(b).

"Seller Released Claims" has the meaning set forth in Section 6.10(a).

"Seller Releasors" has the meaning set forth in Section 6.10(a).

"Sellers Fundamental Representations" means each of the following representations and warranties of the Sellers: (i) Section 3.1 (*Organization; Authority; Enforceability*), Section 3.3(a) (*Capitalization*), Section 3.4 (*Ownership*), Section 3.18 (*Brokers' Fees*); and (ii) Section 4.2 (*Authorization; Enforceability*), the first two sentences of Section 4.3 (*Title*) and Section 4.4 (*Brokers' Fees*).

"Sellers' Representative" shall have the meaning given to it in the preamble to this Agreement.

"Sellers' Representative Group" has the meaning set forth in Section 10.20(b).

"Services LLC" has the meaning set forth in Section 3.9(f)(ii)(1).

"Straddle Period" means any Tax period that includes but does not end on the Closing Date.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Target Book Value" means, with respect to the Company, an amount equal to $57,253,373.

"Tax" means any and all federal, state, local, foreign and other taxes, charges, fees, duties, levies, tariffs, imposts, tolls, customs, or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, branch profits, profit share, license, lease, service, service use, value added, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, premium, property, windfall profits, export and import fees and charges, registration fees, tonnage, vessel, or other taxes, charges, fees, duties, levies,

tariffs, imposts, tolls, customs, or other assessments of any kind whatsoever imposed by any Governmental Authority, together with any interests, penalties, inflationary adjustments, additions to tax, fines or other additional amounts imposed thereon, with respect thereto, or related thereto.

"Tax Contest" means an audit, claim, dispute, controversy, hearing, or administrative, judicial, or other proceeding relating to Taxes or Tax Returns.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement, voucher or electronic equivalent, estimated Tax declaration or other document or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, required to be filed with or supplied to any Governmental Authority.

"Trademarks" means all trademarks, service marks, trade dress, logos, brand names, trade names, domain names, corporate names, distinctive signs, any other indicia of source or origin, and all registrations and applications for registration, together with the goodwill symbolized by any of the foregoing.

"Transaction" has the meaning set forth in the recitals to this Agreement.

"Transaction Documents" means this Agreement, the Escrow Agreement and all other documents, certificates and agreements executed by the Parties in connection with the Transaction as of the date hereof or delivered or required to be delivered by any Party at the Closing pursuant to this Agreement.

"Transfer Taxes" means any and all transfer, sales, use, value-added, excise, stock, stamp, documentary, registration, filing, conveyance, recording and other similar Taxes, filing fees and similar charges, including all applicable real property or leasehold interest transfer or gains Taxes, including any interest, penalty or addition thereto but excluding any net income or gain Taxes.

"Unaudited Financial Statements" has the meaning set forth in Section 3.6(a).

"W&C" has the meaning set forth in Section 6.19.

"Wells Fargo Consent" means any Consent of Wells Fargo Bank, N.A., required pursuant to the Existing Credit Facility related to the execution and delivery by the Company and Sellers of this Agreement or the other Transaction Documents to which the Company or any Seller is or will be a party, or the consummation by the Company and the Sellers of the transactions contemplated by this Agreement and the Transaction Documents.

Section 1.2 Terms Generally.

(a) The definitions in Section 1.1 shall apply equally to both the singular and plural forms and to correlative forms of the terms defined.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(c) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

(d) The word "or" means (1) "either or both" ("X or Y" means "X or Y or both X and Y") or (2) "any or all" ("X, Y or Z" means "X, Y or Z, or all of X, Y and Z").

(e) The words "hereby," "herewith," "hereto," "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement (including the Exhibits and Schedules to this Agreement and the Disclosure Schedules) in its entirety and not to any part hereof unless the context shall otherwise require.

(f) Unless otherwise specified herein, all references herein to Articles, Sections, Exhibits, Schedules and the Disclosure Schedules shall be deemed references to Articles, Sections and Exhibits of, and Schedules and the Disclosure Schedules to, this Agreement, and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(g) Unless otherwise specified herein, any references to any Contract (including this Agreement or any of the other Transaction Documents) or Law shall be deemed to be references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions).

(h) Unless otherwise specified herein, references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person(s) succeeding to its functions and capacities.

(i) Unless otherwise specified herein, any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

(j) Whenever this Agreement refers to a number of days, that number refers to calendar days unless Business Days are specified. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. References to "the date hereof" are to the date of this Agreement.

(k) "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(l) Currency amounts referenced in this Agreement, unless otherwise specified, are in U.S. Dollars.

(m) Unless otherwise specified herein, all accounting terms used herein and not expressly defined herein shall have the meanings given to them under Accounting Standards.

(n) Unless otherwise set forth herein or otherwise agreed by the Parties in writing, the phrase "made available," as applies to such performance by the Sellers, shall mean that the information referred to has been posted in the on-line "virtual data room" established by Parent.

ARTICLE II

PURCHASE AND SALE OF THE ACQUIRED INTERESTS

Section 2.1 Purchase and Sale of the Acquired Interests. Subject to entry of the Sale Order and upon the terms and subject to the conditions of this Agreement and the Sale Order, Buyer agrees to purchase from each Seller, and each Seller agrees to sell, transfer, assign, convey and deliver to Buyer, all of the rights, title and interests in and to the Acquired Interests owned by such Seller immediately prior to the Closing, free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.2. Buyer acknowledges and agrees that upon Closing, Sellers shall sell and convey to Buyer and Buyer shall accept the Acquired Interests "AS IS, WHERE IS" except to the extent expressly provided otherwise in this Agreement.

Section 2.2 Payment of Purchase Price; Withholding.

(a) At Closing, Buyer shall pay by wire transfer in immediately available funds (i) an amount equal to the Closing Payment, to each Seller, based on such Seller's respective pro rata portion of the Acquired Interests (being, with respect to Parent, 97.58%, and, with respect to Seagrave, 2.42%) (with respect to each Seller, such Seller's "Pro Rata Share") in each case to an account of such Seller that has been designated by Sellers' Representative to Buyer in writing at least five Business Days prior to the Closing.

(b) Buyer shall be entitled to deduct and withhold any Taxes required under Law to be deducted or withheld from the Closing Payment and any other amounts deliverable under this Agreement or any other Transaction Documents. To the extent that amounts are so withheld and remitted to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Sellers in respect of whom such deduction and withholding was made. Furthermore, Buyer and the applicable Seller(s) shall reasonably cooperate with each other to reduce the amount of withholding Taxes imposed on the payment of any amount to any Person pursuant to this Agreement and any other Transaction Document to the extent permitted by Law, including by reasonably cooperating to execute and file any forms or certificates reasonably required to claim an available reduced rate of, or exemption from, withholding Taxes.

Section 2.3 Deposit.

(a) Promptly, but no later than two Business Days following the Parent's filing of the Bidding Protections Motion, Buyer shall immediately deposit an aggregate amount equal to five percent of the Base Purchase Price in cash into the Escrow Account (the "Initial Deposit"). Upon selection of the Buyer as the Successful Bidder pursuant to the Bidding Procedures, Buyer shall promptly deposit (and in any event within two Business Days thereof) an additional aggregate amount equal to five percent of the Base Purchase Price in cash into the Escrow Account, such

that the Deposit will equal ten percent of the Base Purchase Price (the "Second Deposit" and, together with the Initial Deposit, the "Deposit"). The Deposit shall be released and delivered (together with all accrued investment income thereon) by the Escrow Agent by wire transfer of immediately available funds to either Buyer or Sellers, as applicable, as follows:

(i) if the Closing occurs, the Deposit (and all accrued investment income thereon) shall be released to the Sellers (based on each Seller's Pro Rata Share) and applied against the Purchase Price.

(ii) if this Agreement is validly terminated by Sellers pursuant to Section 9.1(h), the Deposit, together with all accrued investment income thereon, shall be released to Sellers (based on each Seller's Pro Rata Share) within five Business Days of such termination; or

(iii) if this Agreement is validly terminated for any reason (other than a termination pursuant to Section 9.1(h), the Deposit, together with all accrued investment income thereon, shall be returned to Buyer within five Business Days of such termination.

(b) The Deposit shall be held by the Escrow Agent in the Escrow Account and shall be released by the Escrow Agent and delivered to either Buyer or the Sellers in accordance with this Agreement and the provisions of the Escrow Agreement.

Section 2.4 Closing.

(a) Subject to the satisfaction or, when permissible, waiver of the conditions set forth in Article VII, the closing of the Transaction (the "Closing") shall take place (i) at the offices of White & Case LLP located at 200 South Biscayne Boulevard, Suite 4900, Miami, Florida commencing at 10:00 a.m. (EST) on the date that is the ninth Business Day following the satisfaction or waiver of the last of the conditions set forth in Article VII (other than any such conditions which by their terms are not capable of being satisfied until the Closing Date), provided that if the Closing Date would fall on any of the first ten Business Days of a calendar month, the Closing shall occur on the date that is the eleventh Business Day of the applicable calendar month, or (ii) on such other date on a Business Day or at such other time or place as the Parties may mutually agree upon in writing. The Closing shall be effective for all purposes under this Agreement at 12:01 p.m. (EST) on the Closing Date.

(b) At the Closing, Sellers' Representative shall deliver, or cause to be delivered, to Buyer the following:

(i) a copy of the duly signed resignation letters of the directors and managers of the Company Entities (whose names are set forth in Exhibit A) substantially in the form attached as Exhibit B;

(ii) all equity assignments and powers sufficient to transfer the Acquired Interests to Buyer, in form and substance reasonably satisfactory to Buyer;

(iii) a copy of a resolution or written consent of the board of managers of the Company approving the sale of 50% of the Seagrave Interest in favor of Buyer, in form and substance reasonably satisfactory to Buyer;

(iv) A properly completed IRS Form W-9 (with respect to a U.S. Seller) and a Form W-8 (with respect to a non-U.S. Seller); provided that failure to deliver such a form shall not be a condition to Closing (provided, that the sole remedy to the Buyer if a Seller fails to deliver such a form is to withhold in accordance with Section 2.2(b));

(v) a copy of the certificate referred to in Section 7.3(d); and

(vi) a copy of the Sale Order.

(c) At the Closing, Buyer shall deliver, or cause to be delivered, to Sellers' Representative the following:

(i) payment by wire transfer of immediately available funds of an aggregate amount equal to (A) the Closing Payment, minus (B) the Deposit, in accordance with Section 2.2(a);

(ii) to the extent Buyer does not obtain the Wells Fargo Consent by the Closing, Buyer shall make all payments and satisfy any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility as required by Section 6.16(a)(ii); and

(iii) a copy of the certificate referred to in Section 7.2(c).

(d) All proceedings to be taken, payments to be made and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken, executed and delivered simultaneously, and no proceedings shall be deemed taken, payments shall be deemed made nor any documents executed or delivered until all have been taken, paid, executed and delivered.

Section 2.5 Closing Statement. At least eight Business Days prior to the Closing Date, Sellers' Representative shall provide Buyer with (a) a written statement (the "Closing Statement") setting forth Sellers' Representative's good faith calculation of (i) the Base Purchase Price, plus or minus (ii) the Book Value Adjustment as of the last day of the month immediately preceding the Closing Date (plus for a Book Value Surplus and minus for a Book Value Deficit), and (iii) the resulting amount (the "Closing Payment"), together with reasonable supporting documentation with respect to the calculation of the amounts set forth on the Closing Statement, (b) an estimated balance sheet, income statement and statement of cash flows of the Company as of the last day of the calendar month immediately preceding the Closing, (c) a copy of the monthly portfolio report prepared by the Company in the ordinary course of its business, reflecting collections, balances, charge-offs, recovery and delinquency as of the month preceding the Closing, and (d) the Loan Tape. The calculation of the Book Value Adjustment shall be prepared in accordance with the Accounting Principles. If requested by Buyer within two Business Days after delivery of the Closing Statement, Sellers' Representative shall provide Buyer and its Representatives with reasonable access, during normal business hours, to the books and records

relating to the Company Entities to the extent reasonably necessary to assist Buyer and its Representatives in their review of the Closing Statement. Prior to Closing, the Sellers' Representative shall cooperate in good faith to answer any questions raised by Buyer in its review of the Closing Statement, provided that if Buyer and the Sellers' Representative do not agree upon any or all of the adjustments set forth in the Closing Statement (1) there shall be no delay in Closing as a result thereof and (2) the amounts used to calculate the Closing Payment shall be the amounts set forth in the Closing Statement. For the avoidance of doubt, the Base Purchase Price is a fixed amount and is not subject to adjustment under this Section 2.5.

Section 2.6 Transfer Taxes. Notwithstanding anything herein to the contrary, Buyer shall be responsible for the payment of all Transfer Taxes imposed as a result of the transactions contemplated hereby. The Parties will reasonably cooperate in the preparation and filing of any Tax Returns or other documentation in connection with any Transfer Taxes subject to this Section 2.6, including joining in the execution of any such Tax Returns and other documentation to the extent required by Law.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY REGARDING THE COMPANY ENTITIES

On the date hereof and as of the Closing Date, the Company represents and warrants to Buyer, except as set forth in the corresponding sections of the Seller Disclosure Schedule, as follows:

Section 3.1 Organization; Authority; Enforceability.

(a) Each Company Entity is a corporation, limited liability company or other entity duly incorporated or formed, validly existing and in good standing (or the equivalent thereof) under the Laws of its jurisdiction of organization. Each Company Entity has all requisite power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as currently conducted. The Company has made available to Buyer prior to the date hereof accurate and complete copies of the Governing Documents of each of the Company Entities in effect as of the date hereof. Each such Governing Document is in full force and effect, and each of the Company Entities is in compliance with its respective Governing Documents. Section 3.1(a) of the Seller Disclosure Schedule sets forth an accurate and complete list of (i) any other Person that has merged or consolidated with or into any Company Entity since January 1, 2015 or (ii) any other Person all or substantially all of whose assets have been acquired by any Company Entity (whether by purchase, upon liquidation or otherwise) since January 1, 2015. The Company has made available to the Buyer the minute books of each member of the Company Entity, if any.

(b) Except as set forth in Section 3.1(b) of the Seller Disclosure Schedule, each Company Entity is duly qualified or licensed to do business and in good standing (or the equivalent thereof) in each jurisdiction in which the character or location of the properties it owns, leases or operates or the nature of the business it conducts makes such qualification, license or good standing (or the equivalent thereof) necessary, except where the failure to be so qualified or licensed and in

good standing (or the equivalent thereof) would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) The Company has all organizational power and authority to execute and deliver this Agreement and the Transaction Documents to which the Company is a party, to perform its obligations under this Agreement and the Transaction Documents to which it is a party and to consummate the transactions contemplated by this Agreement and the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement by the Company and each of the Transaction Documents to which it is a party and the consummation the transactions contemplated by this Agreement and the Transaction Documents to which it is a party have been duly and validly authorized by the Company. This Agreement has been duly executed by the Company, and each Transaction Document executed or to be executed by the Company is (if executed on the date of this Agreement) or will be (if to be executed at or prior to the Closing) duly executed and delivered by the Company and, assuming the due execution by Buyer or any other party(ies) thereto, this Agreement and the Transaction Documents to which the Company is (or will be) a party are (or will be) a valid and binding obligation of such Company Entities, enforceable against such Company Entities in accordance with their terms, except to the extent that its enforceability may be subject to the Remedies Exception.

Section 3.2 Non-contravention. Except as set forth on Section 3.2 of the Seller Disclosure Schedule, assuming the accuracy of the representations and warranties of Buyer set forth in Article V, neither the execution and delivery by the Company of this Agreement and the other Transaction Documents to which it is or will be a party, nor the consummation by the Company of the transactions contemplated by this Agreement and the Transaction Documents (a) violates, conflicts with or results in the breach of any provision of the respective Governing Documents of the Company Entities, (b) violates or constitutes a default under, gives rise to any right of termination, cancellation, payment or acceleration under or results in a breach of or imposition of any Lien (other than a Permitted Lien) on any of the material properties or assets of the Company Entities or under any Material Contract of any Company Entity, or (c) assuming receipt of the Consents of Governmental Authorities described in Section 3.5, and the accuracy of Section 5.4, violates, conflicts with or results in the breach of, requires any Consent or other action by any Person under, constitutes a default under or gives rise to any right of notice, payment, termination, amendment, modification, cancellation or acceleration of any right or obligation of any Company Entity or to a loss of any benefit to which any Company Entity is entitled to, under any Material Permit, Governmental Order or Law to which any Company Entity is subject, except in the case of clause (b), as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole. As of the date of this Agreement, the Company Entities are not involved in any Action that challenges or seeks to prevent, restrain or otherwise delay the transactions contemplated by this Agreement or the Transaction Documents.

Section 3.3 Capitalization.

(a) Section 3.3 of the Seller Disclosure Schedule sets forth, as of the date hereof, a true, accurate and complete list of the Company Entities, and with respect to each Company Entity, (a) its name and jurisdiction of organization, (b) its form of organization, and (c) the issued and outstanding Interests thereof and the owners thereof. No Company Entity holds

any Interests other than Interests in another Company Entity as set forth on Section 3.3 of the Seller Disclosure Schedule.

(b) Except for this Agreement, or as set forth on Section 3.3 of the Seller Disclosure Schedule, neither Parent, CRUSA Inc., Seagrave nor any Company Entity is a party to any Contract that would require Parent, CRUSA Inc., Seagraves or such Company Entity to sell, transfer, issue or otherwise dispose of any Interests of the Company Entities.

(c) Except as set forth on Section 3.3 of the Seller Disclosure Schedules, there are no issued or outstanding (i) Interests of the Company Entities, (ii) securities of the Company Entities convertible into or exchangeable for Interests of such Company Entity, (iii) options or other rights to acquire from any Company Entity or obligations of any Company Entity to issue, any Interests or securities convertible into or exchangeable for Interests of such Company Entity, (iv) Contracts requiring the repurchase, redemption or other acquisition of any Company Entity or other Interests of any Company Entity (other than this Agreement), (v) Liens or other restrictions on transfer (including preemptive rights or rights of first refusal) of any Acquired Interests or other Interests of the Company Entities other than under this Agreement or applicable securities Laws (and none of the foregoing shall arise by virtue of or in connection with the Transaction), or (vi) equityholder agreements, voting trusts, proxies or other Contracts to which any Company Entity is a party with respect to or concerning the purchase, sale, transfer or voting of the Acquired Interest or other Interests of any Company Entity, other than this Agreement.

Section 3.4 Ownership. Sellers own or will own as of the Closing, all of the issued and outstanding Interests in the Company, being only the Acquired Interests, as set forth in Section 3.3 of the Seller Disclosure Schedule. All outstanding Interests of each Company Entity (except to the extent such concepts are not applicable under the Law of such Company Entity's jurisdiction of formation or other Law) have been duly authorized and validly issued, are fully paid and nonassessable, are free and clear of any preemptive rights, restrictions on transfer or other Liens (other than restrictions under applicable federal and state securities Laws). Subject to the entry of the Sale Order and the conditions set forth herein, at the Closing, Buyer will be vested with direct legal ownership of the Acquired Interests.

Section 3.5 Government Authorizations. Subject to entry of the Sale Order, no Consent of or by any Governmental Authority is required to be obtained or made by the Sellers or any Company Entity in connection with the execution and delivery of this Agreement and the other Transaction Documents by the Sellers or the consummation by the Sellers of the Transaction or the other transactions contemplated by this Agreement or the Transaction Documents, other than (a) the Consents set forth on Section 3.5(a) of the Seller Disclosure Schedule, (b) Regulatory Approvals set forth on Section 3.5(b) of the Seller Disclosure Schedule, (c) the Consents set forth on Section 3.5(c) of the Seller Disclosure Schedule that are not required to be made or given until after the Closing or (d) Consents which, if not made or obtained, would not reasonably be expected to be, individually or in the aggregate, material to the Company Entities, taken as a whole.

Section 3.6 Financial Statements.

(a) Set forth on Section 3.6(a) of the Seller Disclosure Schedule are accurate and complete copies of (a) the audited consolidated balance sheets of the Company as of December

31, 2021 and December 31, 2020, and the related statements of operations for the respective periods covered thereby, together with the notes thereto (collectively, the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Company as of December 31, 2022 (the "Balance Sheet Date") and the related unaudited statements of income and of cash flows of the Company for the period ending on the Balance Sheet Date (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Section 3.6(a) of the Seller Disclosure Schedule, the Financial Statements, as applicable, present fairly in all material respects, respectively, the financial position and statements of operations of the Company, at the respective dates set forth therein and for the respective periods covered thereby, and were prepared from the books and records of the Company in accordance with the Accounting Standards and Accounting Principles in all material respects (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and any year-end adjustments), consistently applied, except as otherwise noted therein.

(b) None of the Sellers or the Company Entities, and none of their respective Affiliates or Representatives, have received any written or oral complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods or internal accounting controls of the Company Entities or any Seller (with respect to the business of the Company Entities), including any complaint, allegation, assertion or claim that any of the Company Entities or any Seller (with respect to the business of the Company Entities) has engaged in improper accounting or auditing practices.

(c) The Finance Net Receivables reflected on the Financial Statements and Finance Net Receivables arising after the Balance Sheet Date and reflected on the books and records of the Company Entities (i) arose in the Ordinary Course of Business from bona fide arm's-length transactions for the sale of goods or performance of services, (ii) are valid and (iii) are collectible in the Ordinary Course of Business (subject to reserves reflected in the Financial Statements) and, to the Sellers' Knowledge, are not subject to counterclaims or setoffs. Since the Balance Sheet Date, no Company Entity has cancelled, or agreed to cancel, in whole or in part, any accounts receivable except in the Ordinary Course of Business.

(d) Section 3.6(d) of the Seller Disclosure Schedule sets forth a correct and complete list of (i) the outstanding principal balance of all Retail Installment Sale Contracts held by each of the Company Entities as of December 31, 2022, and (ii) since January 1, 2022 through December 31, 2022, all charge-offs recorded by the Company Entities on their respective books in respect thereof as of such date.

Section 3.7 Undisclosed Liabilities. The Company Entities have no material Liabilities that would be required under the Accounting Standards to be reflected on a consolidated balance sheet of the Company Entities, except for Liabilities (a) set forth, reflected in, reserved against or disclosed in the Financial Statements, (b) incurred in connection with the transactions contemplated by this Agreement, (c) incurred in the Ordinary Course of Business since the Balance Sheet Date, (d) set forth on Section 3.7 of the Seller Disclosure Schedule or (e) which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.8 Absence of Certain Changes. Except as set forth on Section 3.8 of the Seller Disclosure Schedule, from January 1, 2022 to the date hereof, (a) each Company Entity

has conducted its respective business in all material respects in the Ordinary Course of Business, (b) there has not been any change in accounting methods, principles or practices affecting the Company Entities, except as was required or permitted by Accounting Standards or Laws as set forth on Section 3.8 of the Seller Disclosure Schedule, (c) no Company Entity has acquired or divested any business or Person, by merger or consolidation, purchase of substantial assets or equity interests, or sale, or by any other manner, in a single transaction or series of related transactions, or entered into any Contract, letter of intent or similar arrangement with respect to the foregoing and (d) there has not been a Material Adverse Effect.

Section 3.9 Tax Matters.

(a) Each Company Entity has (i) timely filed, or caused to be filed, all income and other material Tax Returns that it was required to file on or prior to the date hereof, taking into account all permitted extensions, and (ii) timely paid or caused to be paid all material Taxes owed by it, whether or not shown to be due and payable on its Tax Returns. All such Tax Returns were correct and complete in all material respects as of the date hereof. There are no Liens for Taxes on any of the assets of any Company Entity other than Permitted Liens.

(b) None of the Company Entities currently is the beneficiary of any extension of time within which to file any Tax Return with respect to material Taxes. No claim has ever been made by any Governmental Authority in a jurisdiction where such Company Entity does not file Tax Returns that any Company Entity is or may be subject to taxation by that jurisdiction.

(c) Each Company Entity has withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, partner, stockholder, beneficial owner, or other third party.

(d) (i) There are no outstanding or unsettled written claims, asserted deficiencies or assessments against any Company Entity for the assessment or collection of any material Taxes, (ii) there are no ongoing or scheduled audits, examinations or other administrative or judicial proceedings with respect to any material Taxes of any Company Entity, and (iii) none of the Company Entities is a party to any Tax indemnification, Tax allocation, Tax sharing or similar agreement with respect to material Taxes, other than Contracts entered into in the Ordinary Course of Business that are not primarily related to Taxes.

(e) No Company Entity has (A) waived any statute of limitations in respect of material Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, or (B) sought or received any Tax ruling from any Governmental Authority.

(f) For U.S. federal tax purposes, each Company Entity's classification and treatment is set forth below.

(i) The Company is a partnership within the meaning of Treasury Regulations Section 301.7701-3(b).

(ii) Each of the following is a business entity that is a disregarded entity pursuant to Treasury Regulations Sections 301.7701-2(c)(2) and 301.7701-3(b):

(1) Auto Funding Services, LLC ("Services LLC");

(2) Credito Real USA Receivables, LLC ("Depositor LLC");

(3) Credito Real USA Auto Receivables Trust 2021-1 ("Issuer Trust"); and

(4) CRUSAFIN Holding LP ("Holding LP").

(iii) The Company is the owner for income tax purposes of all of the assets held by Services LLC, Depositor LLC, Issuer Trust (or by its trustee for the benefit of Issuer Trust) and Holding LP.

(iv) The Company is the obligor for income tax purposes of all of the liabilities of Services LLC, Depositor LLC, Issuer Trust (or of its trust on behalf of Issuer Trust) and Holding LP.

(v) CRUSAFIN Costa Rica, S.A. ("CRSA") is a controlled foreign corporation as defined in Section 957 of the Code.

(g) No Company Entity (A) is liable for Taxes of any predecessor, (B) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was another Company Entity) or (C) has any Liability for Taxes of any Person (other than a Company Entity) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(h) Neither Buyer nor any Company Entity will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (A) any method of accounting for a taxable period (or portion thereof) ending on or before the Closing Date; (B) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. law); (C) prepaid amount received on or before the Closing Date outside the ordinary course of business; or (D) Section 951 or Section 951A of the Code with respect to any income, asset or activity of a Company Entity in a taxable period (or portion thereof) ending on or before the Closing Date.

(i) No Company Entity is or has been a party to any listed transaction as defined in Section 6707A(c)(2) of the Code or Treasury Regulations Section 1.6011-4(b).

(j) No Company Entity claimed the employee retention credit under the Coronavirus Aid, Relief and Economic Security Act (or any similar program or provisions in any jurisdiction).

(k) The representations and warranties set forth in this Section 3.9 (i) are the sole representations and warranties regarding Taxes and (ii) are made only with respect to Tax periods ending on or prior to the Closing Date and shall not be construed as a representations and

warranties with respect to any Taxes attributable to any Tax period (or portion thereof) beginning after the Closing Date or any Tax positions taken by the Company Entities in any Tax period (or portion thereof) beginning after the Closing Date.

Section 3.10 Real Property.

(a) The Company Entities do not and have not owned any real property or any interest in real property. Except for the Leased Real Property subject to the Lease Agreements, there is no material real property used by any Company Entity in, or otherwise related or necessary to, the operation of the Company Entities. The Sellers have made available to Buyer correct and complete copies of the Lease Agreements (including any amendments, extensions or renewals with respect thereto).

(b) The Leased Real Property is in good working order, operating condition and state of repair (ordinary wear and tear excepted) and has been maintained in the manner and to the standard required under the applicable Lease Agreement, except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole.

(c) The Lease Agreements are legal, valid, binding, enforceable and in full force and effect, and neither the Company Entity party thereto, nor, to the Sellers' Knowledge, any other party thereto, is in breach or default under such Lease Agreement. Except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole, (i) each Company Entity has exclusive and peaceful possession of all Leased Real Property, (ii) no Person, other than a Company Entity, leases, subleases, licenses, possesses, uses or occupies all or any portion of the Leased Real Property, and (iii) there are no outstanding options, rights of first refusals, rights of first offer or other third-party rights to purchase, use, occupy, sell, assign or dispose of the Leased Real Property or any interest therein. Except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole, there are no pending or, to the Sellers' Knowledge, threatened (in writing) proceedings to take all or any portion of the Leased Real Property or any interest therein by eminent domain or any condemnation proceeding (or the jurisdictional equivalent thereof) or any sale or disposition in lieu thereof.

Section 3.11 [Reserved].

Section 3.12 Contracts.

(a) Section 3.12(a) of the Seller Disclosure Schedule sets forth a correct and complete list (which list is arranged in subsections to correspond to the subsections of this Section 3.12(a)), as of the date hereof, of the following Contracts to which a Company Entity is a party or under which a Company Entity has any benefits, rights or Liabilities or is otherwise bound, other than the Retail Installment Sale Contracts (each, a "Material Contract"):

(i) each Contract (or group of Contracts with the same party or its Affiliates) (A) pursuant to which the Company Entities received or made payments in excess of $250,000 in the aggregate during the 12 month period ended December 31, 2022 or (B) which provides for or contemplates aggregate future payments in excess of $250,000

to or from the Company Entities during calendar year 2023, in each case excluding any Contracts disclosed under Section 3.12(a)(viii) of the Seller Disclosure Schedule;

(ii) each Contract (A) which contains any covenant which materially restricts any of the Company Entities from competing or engaging in any geographical area, activity or business or from soliciting or hiring any Person for employment or to provide services or (B) pursuant to which any Company Entity grants to any Person the exclusive right to market, distribute or resell any product or service, or to exclusively represent any Company Entity with respect to any such product or service, act as exclusive agent for any Company Entity in connection with the marketing, distribution or sale of any product or service, or similar exclusive rights; or (C) that is a sales, commission, agency, marketing, representative or similar Contract under which the Company Entities made payments exceeding $100,000 in the aggregate during the 12 month period ending December 31, 2022 or which provides for or contemplates aggregate future payments in excess of $100,000 during calendar year 2023;

(iii) each Contract (A) under which any Company Entity has created, incurred, assumed or guaranteed any material outstanding Indebtedness for borrowed money or granted a Lien on its assets, whether tangible or intangible, to secure such Indebtedness or (B) is a swap, exchange, commodity option, hedging or other derivative Contract;

(iv) each (A) joint venture, partnership or other Contract involving a sharing of profits or losses with any other Person or (B) Contract or letter of intent for the disposition or acquisition of any business, capital stock or assets by any Company Entity;

(v) each Contract or settlement with any Governmental Authority or any other Governmental Order to which any Company Entity is subject to;

(vi) each Contract for the sale of products or services that provides terms materially and adversely different from the standard terms of the Company Entities' standards/form Contracts with dealers, customers, suppliers or vendors;

(vii) each Affiliate Arrangement;

(viii) each Lease Agreement;

(ix) each Contract providing for employment or engagement of any person on a full-time, part-time, independent contractor or other basis or otherwise providing compensation to any director, employee or individual independent contractor with an annual base salary or wage rate of $100,000 or more; and

(x) Other than (i) "shrink-wrap", "click-wrap", "web-wrap" or other licenses for commercially available software with annual aggregate license and maintenance fees of less than $250,000, (ii) licenses for Open Source Material, (iii) licenses granted to a Company Entity in employee, independent contractor and consulting agreements on such Company Entity's standard form(s) therefor, which have been provided to Buyer prior to the date hereof, (iv) licenses for the use of a Trademark, name,

logo, or other identifier where the grant of the license is not material to the purpose of such Contract, (v) licenses granted by a Company Entity to customers or end users in the ordinary course of business, (vi) incidental licenses granted by a Company Entity to vendors and service providers for the purpose of providing the applicable services to Company Entity, and (vii) confidentiality agreements, each Contract that (A) grants a Company Entity any right to use any material Intellectual Property (B) permits any third-party to use, enforce or register any material Company Owned IP, including any license agreements, coexistence agreements and covenants not to use; or (C) materially restricts the right of any Company Entity to use or register any material Intellectual Property, including settlement agreements, coexistence agreements and covenants not to sue.

(b) Each Material Contract is in full force and effect, enforceable in accordance with its terms and is the legal, valid and binding obligation of the Company Entity, which is a party to such Material Contract, subject to the Remedies Exception and, to the Sellers' Knowledge, the other parties thereto. Except as set forth in Section 3.12 of the Seller Disclosure Schedule, no Company Entity, nor to the Sellers' Knowledge, any of the other parties thereto is in breach, violation or default, and, to the Sellers' Knowledge, no event has occurred which with notice or lapse of time or both would constitute any such breach, violation or default, or permit termination, modification, or acceleration by such other parties, under such Material Contract. The Sellers have made available to Buyer an accurate and complete copy of each Material Contract, including all amendments, modifications and supplements thereto.

Section 3.13 Insurance. Section 3.13 of the Seller Disclosure Schedule contains a true, accurate and complete list of all current insurance policies maintained by or insuring any Company Entity (collectively, the "Company Insurance Policies"), including with respect to each such policy, the policy type, first named insured, policy number, carrier, term, type and amount of coverage and annual premium, and the Sellers have made available accurate and complete copies of such Company Insurance Policies to the Buyer. Sellers have provided Buyer with actual copies of run loss reports for each Company Insurance Policy since January 1, 2020. The Company Insurance Policies provide the Company Entities with insurance coverage that is customarily maintained by comparable companies in their industries. Except as set forth on Section 3.13 of the Seller Disclosure Schedule, no Company Entity has received any notice from the insurer under any such Company Insurance Policy disclaiming coverage, reserving rights with respect to a particular claim or such policy in general or canceling or materially amending any such policy, and there is no material claim by any Company Entity pending under any of the Company Insurance Policies. All premiums due and payable for such Company Insurance Policies have been duly paid.

Section 3.14 Litigation. Other than the Mexican Liquidation Proceeding, the Chapter 11 Case, the Chapter 15 Case and any adversary proceedings and contested matters commenced therein, there are (a) no outstanding Governmental Orders and (b) no Actions pending or, to the Sellers' Knowledge, threatened in writing, in each case against or involving any Company Entity that would, individually or in the aggregate, reasonably be expected to result in a material Liability to the Company Entities, taken as a whole. Section 3.14 of the Seller Disclosure Schedule sets forth a true, accurate and complete list of any Action pending or, to the Sellers' Knowledge, threatened in writing by or against each Company Entity since January 1, 2020. To the Sellers' Knowledge, there is no investigation by any Governmental Authority involving any

Company Entity or any of their respective properties, operations, assets, officers, directors, managers, agents or employees (in their respective capacities as such).

Section 3.15 Labor Matters.

(a) Section 3.15(a) of the Seller Disclosure Schedule contains a list of all persons who are employees, independent contractors or consultants of the Company Entities as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (A) name; (B) title or position (including whether full-time or part-time); (C) hire or retention date; (D) current annual base compensation rate or contract fee; (E) commission, bonus or other incentive-based compensation; and (F) a description of the fringe benefits provided to each such individual as of the date hereof.

(b) Each Company Entity is in material compliance with all Laws respecting labor, employment and employment practices, including, without limitation, all laws respecting terms and conditions of employment, health and safety, wages and hours, child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

(c) No Company Entity is a party to nor bound by any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council. No employees of any Company Entity are represented by any labor union, labor organization or works council and there are no labor agreements, collective bargaining agreements or any other labor-related agreements or arrangements that pertain to any of the employees of any Company Entity. There are no pending strikes, lockouts, work stoppages or slowdowns, pickets, boycotts, unfair labor practice charges, labor disputes, or grievances involving employees of the Company Entities.

(d) To the Sellers' Knowledge, no employee of any Company Entity is in material violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to any Company Entity or (ii) to a former employer of any such employee relating (A) that would impair the ability of, or prohibit, any such employee to be employed by any Company Entity or (B) to the knowledge or use of trade secrets or proprietary information.

(e) There are no Actions by or against any Company Entity pending, or to the Sellers' Knowledge, threatened in writing to be brought or filed, by or with any Governmental Authority in connection with the employment or termination of employment of any employee or applicant to become an employee, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay or any other employment-related matter arising under Laws. No Company Entity is party to a settlement agreement executed on or since January 1, 2020, with a current or former director, officer, employee or independent contractor of any Company Entity that involves allegations relating to sexual harassment, sexual misconduct or discrimination by either (i) an officer of any Company Entity or (ii) an employee of any Company Entity whose base compensation is or was in excess of

$110,000 per year, in each case, where such alleged conduct occurred in connection with such employee's employment with the Company Entities. To the Sellers' Knowledge, no allegations of sexual harassment or sexual misconduct have been made in the last three (3) years against (i) any officer of any Company Entity or (ii) an employee of any Company Entity whose base compensation is or was in excess of $110,000 per year, in each case, where such alleged conduct occurred in connection with such employee's employment with the Company Entities.

(f) All compensation, including wages, commissions and bonuses payable to any employees or independent contractors of the Company Entities for services performed on or prior to December 31, 2022 have been paid in full or accrued in the Company's financial records. The Company Entities have withheld all amounts required by Law or agreement to be withheld from the wages or salaries of employees and the Company Entities are not liable for any arrears of any Tax or penalties for failure to comply with the foregoing.

Section 3.16 Employee Benefits.

(a) Set forth on Section 3.16(a) of the Seller Disclosure Schedule is a true, complete and correct list of all Benefit Plans. Neither any Company Entity, nor, to the Sellers' Knowledge, any other Person has announced any plan or made any commitment to create or enter into any additional plan, arrangement, agreement or policy which would constitute a Benefit Plan if in existence on the date hereof or to amend or modify any existing Benefit Plan.

(b) Each Benefit Plan has been established, maintained and administered in all material respects in accordance with its terms and is in material compliance with all Laws, including ERISA and the Code. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualified status, or is maintained pursuant to a volume submitter or prototype document for which a favorable IRS opinion or advisory letter has been issued which may be properly relied upon by the respective Benefit Plan. All contributions to, and payments from, each Benefit Plan that are required to be made in accordance with the terms and conditions thereof and Laws (including ERISA and the Code) have been, in all material respects, timely made or properly accrued.

(c) Neither the Company Entities nor any ERISA Affiliate thereof maintains, contributes to, is required to contribute to, or has any liability with respect to (A) any defined benefit pension plan or any plan, program or arrangement subject to Title IV of ERISA, Section 302 or 303 of ERISA or Sections 412 or 436 of the Code, (B) any Multiemployer Plan (as defined in Section 3(37) of ERISA), (C) any Multiple Employer Plan (as defined in Section 413(c) of the Code), or (D) any Multiple Employer Welfare Arrangement (as defined in Section 3(40) of ERISA) and neither the Company Entities nor any ERISA Affiliate thereof has maintained, contributed to, been required to contribute to, or had any liability with respect to any plan described in clauses (A), (B), (C) or (D) above within the last six (6) years prior to the date of this Agreement.

(d) No Benefit Plan provides or has an obligation to provide post-employment medical, life insurance or other welfare benefits to any individual (other than as required under Section 4980B of the Code or any similar Law). Each "group health plan" (within the meaning of Code section 5000(b)(1)) maintained by the Company Entities is in compliance in all material respects with the applicable requirements of the Affordable Care Act all documents are in

compliance in all material respects with current Affordable Care Act requirements, to the Sellers' Knowledge, and there exists no basis upon which the Company Entities would reasonably be expected to be subject to any fine or penalty under the Affordable Care Act. The Company Entities do not sponsor any welfare plan as defined in Section 3(1) of ERISA that is a group health plan, where the benefits under which are not provided exclusively from the assets of the Company Entities or any ERISA Affiliate of the Company Entities or through insurance contracts.

(e) The Company Entities have made available to Buyer with respect to each Benefit Plan, where applicable, complete and correct copies of (A) the current plan document and amendments thereto (including all insurance contracts, evidences of coverage and other related documents); (B) the current trust agreement or other funding arrangements (including insurance policies) and amendments thereto; (C) the most recent Form 5500 annual reports; (D) the most recent summary plan description and summaries of any material modification thereto; (E) all material correspondence with the IRS, Department of Labor and Pension Benefit Guaranty Corporation regarding any Benefit Plan; (F) all discrimination testing for each Benefit Plan for the three (3) most recent plan years; (G) the most recent determination or opinion letter received from the IRS regarding the Benefit Plans; (H) the latest financial statements for the Benefit Plans; and (I) the most recent actuarial valuations, if applicable, and latest financial statement for each of the Benefits Plans.

(f) Except as set forth on Section 3.16(f) of the Seller Disclosure Schedule, there is no pending or, to the Knowledge of the Sellers, threatened, Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan or, to the Sellers' Knowledge, fiduciary of a Benefit Plan, is presently the subject of an examination, investigation or audit by any Governmental Authority or the subject of an application or filing under voluntary compliance, self-correction or similar program sponsored by any Governmental Authority (including the Employee Plans Compliance Resolution System, the Voluntary Fiduciary Correction Program or the Delinquent Filers Voluntary Correction Program). For purposes of the Benefit Plans, the Company Entities have, in all material respects, properly classified individuals providing services as independent contractors or employees, as the case may be.

(g) Except as set forth on Section 3.16(g) of the Seller Disclosure Schedule, none of the execution and delivery of this Agreement, the performance by any Party of its obligations hereunder or the consummation of the transactions (alone or in conjunction with any other event, including any termination of employment on or following the Closing Date) will (i) entitle any employee, director or other individual providing services to the Company Entities to any compensation or benefit under any Benefit Plan, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefit under any Benefit Plan, or (iii) result in any breach or violation of, or default under, or limit the Company Entities' rights to amend, modify or terminate any Benefit Plan.

(h) No Benefit Plan has engaged in any non-exempt "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) that would be expected to result in a material liability to the Company Entities. The Company Entities have not, nor to the Knowledge of the Sellers, has any other Person, engaged in any transaction with respect to any Benefit Plan that would be reasonably likely to subject the Company Entities to any material Tax or material penalty (civil or otherwise) imposed by ERISA, the Code or other Law.

(i) Each Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and that is subject to Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder during the respective time periods in which such operational or documentary compliance has been required. No Benefit Plan or individual agreement with any employee or service provider of the Company Entities provides for any actual or potential obligation to reimburse or otherwise "gross up" any Person for the interest or additional tax set forth under Section 409A(a)(1)(B) of the Code or otherwise.

(j) No Company Entity is a party to any agreement, contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or non-U.S. Tax law) in connection with the transactions contemplated by this Agreement or (ii) any amount that will not be fully deductible as a result of Section 162(m) of the Code (or any corresponding provision of state, local, or non-U.S. Tax law.

Section 3.17 Legal Compliance.

(a) Except for Laws relating to Taxes (which are addressed exclusively in Section 3.9), Laws regarding employees and related matters (which are addressed exclusively in Section 3.15), Permits (which are addressed exclusively in Section 3.19), Laws relating to intellectual property, information technology and data privacy (which are addressed exclusively in Section 3.20), the operations of the Company Entities are not being, and have not since January 1, 2020 been, conducted in violation in any material respect of any Law applicable to any relevant Company Entity, and no Company Entity (nor any Seller on behalf of any Company Entity) is in receipt of, nor has it received since January 1, 2020, any written notice with respect to any actual, alleged or potential failure to comply with any provision of Law, the Material Permits or Governmental Order. Since January 1, 2020, no Company Entity, or any of the Sellers with respect to the Company Entities, has conducted any internal investigation with respect to any potential or alleged material conflict with, defaulted under or violation of, or noncompliance with, any Law, the Material Permits or Governmental Order. To the Seller's Knowledge, as of the date of this Agreement, there is no unresolved violation with respect to any report, form, schedule, registration, statement or other document filed by, or relating to any examinations by, any Governmental Authority of any Company Entity.

(b) Since January 1, 2020, each Company Entity has complied in all material respects with all applicable Consumer Protection Laws. Since January 1, 2020, each Company Entity has conducted its operations in compliance in all material respects with applicable financial recordkeeping and reporting requirements of all Anti-Money Laundering Laws, anti-terrorist financing Laws and know-your-customer Laws administered or enforced by any Governmental Authority in jurisdictions where the applicable Company Entity conducts business.

(c) Since January 1, 2020, (i) each Company Entity and, to the Sellers' Knowledge, their respective officers, directors, agents and employees, in each case, in their capacity as such, have complied in all material respects with (A) all Anti-Bribery Laws and (B) all economic sanctions Laws including those administered by the Office of Foreign Assets Control

(collectively, "Sanctions"), in each case, solely to the extent such laws are applicable to the applicable Company Entity's business and (ii) the Company Entities have not engaged in any transactions or dealings with any Person or jurisdiction that, to the Sellers' Knowledge, is the subject or target of Sanctions. Each Company Entity has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by the Company Entities with Anti-Bribery Laws and Sanctions in all material respects, if applicable.

Section 3.18 Brokers' Fees. Except as set forth on Section 3.18 of the Seller Disclosure Schedule, no Company Entity has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of any Company Entity or Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the Transaction Documents or the consummation of the transactions contemplated hereby and thereby.

Section 3.19 Permits. Section 3.19 of the Seller Disclosure Schedule sets forth a true, accurate and complete list of the material Permits held by the Company Entities, which Permits constitute all Permits required to conduct the businesses of the Company Entities as currently conducted (the "Material Permits"). Each Company Entity is not, and has not since January 1, 2020, been, in material violation of the terms of any such Material Permits. No Company Entity has received, since January 1, 2020, any written notice of any suspension, revocation, cancellation, non-renewal or material modification, in whole or in part, of any such Material Permit, or any threat thereof. There is no Action pending that would reasonably be expected to result in the revocation or termination of any such Material Permit. There are no outstanding or unsatisfied Governmental Orders by any Governmental Authority against any Company Entity with respect to such Material Permits.

Section 3.20 Intellectual Property; Data Privacy.

(a) Section 3.20(a) of the Seller Disclosure Schedule sets forth a true, accurate and complete list of all (i) domain names, (ii) material proprietary computer software, and (iii) registered and material unregistered Trademarks or pending applications for Trademarks, in each case that are included in the Company Owned IP. The Company does not own any (x) patents or pending applications for patents, or (y) registered copyrights. Except as disclosed in Section 3.20(a) of the Seller Disclosure Schedule, all Company Owned IP that is the subject of a registration or pending application is valid and enforceable, in good standing, and all required filings and fees related to such Company Owned IP have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars. No Governmental Order has been rendered in any Action denying the validity of a Company Entity's right to register, or a Company Entity's rights to own or use, any Company Owned IP. The Company Entities own, free and clear of all Liens (except for Permitted Liens), all right, title and interest in and to the Company Owned IP. Company has not granted any material right, license or interest in or to the Company Owned IP to any third party.

(b) To the Sellers' Knowledge, no third party is infringing upon, misappropriating or otherwise violating any Company Owned IP, and since January 1, 2020, until the date of this Agreement, the Company Entities have not sent any notice to or asserted or threatened in writing any action or claim against any Person involving or relating to any Company

Owned IP. Except as would not, individually or in the aggregate, impose a material Liability on the Company Entities, the conduct of the business of the Company Entities in the manner formerly conducted, currently conducted and as currently contemplated by Sellers or the Company Entities to be conducted, did not and does not infringe upon, misappropriate, dilute or otherwise violate any Intellectual Property owned by a third party. The Company Entities have not received any written communication since January 1, 2020, alleging that any Company Entity has infringed or, misappropriated, diluted or otherwise violated any material Intellectual Property of any Person. Except as set forth in Section 3.20(b) of the Seller Disclosure Schedule, on the Closing Date, the Company Entities will have the right and license to use all in-bound Intellectual Property licenses, in the same manner and subject to the same limitations and scope as the applicable Company Entity had immediately prior to the Closing, except, in each case, as would not, individually or in the aggregate, impose a material Liability on the Company Entities.

(c) The Company Entities are in material compliance with all applicable Data Protection Laws. To the Knowledge of the Sellers, there have been no failures, unauthorized disclosures or uses of Personal Data, security breaches or other material adverse events affecting the software, computer hardware, firmware, networks, interfaces and related systems used by and under the control of the Company Entities or the Sellers (collectively, "IT Systems"). The Company Entities provide for the back-up and recovery of material data and have implemented commercially reasonable disaster recovery plans and procedures. The Company Entities and the Sellers have taken commercially reasonable steps for a business engaged in the industries in which they are engaged (including implementing and monitoring compliance with adequate measures with respect to technical and physical security) designed to protect the integrity and security of the IT Systems and the information stored therein (including all Personal Data, trade secrets and other confidential information owned, collected, protected or maintained by the Company Entities and the Sellers) from misuse or unauthorized use, access, disclosure or modification by third parties. The IT Systems (a) are adequate for the operation of the business of the Company Entities and the Sellers as currently conducted, (b) to Sellers' Knowledge, perform in material conformance with their documentation and (c) are to Sellers' Knowledge free from any virus, Trojan horse, or "back door" material defect, other than for manufacturers' design defects. To the Knowledge of the Sellers, the Company Entities have not experienced any loss, damage, or unauthorized access, disclosure, use, or breach of security of any Personal Data in any Company Entity's possession, custody, or control, or otherwise held or processed on its behalf.

(d) The representations and warranties in this Section 3.20 are the sole and exclusive representations and warranties relating to intellectual property and data privacy matters.

Section 3.21 Affiliate Transactions. None of the Sellers, nor any directors or officers of the Company, nor any of their respective Affiliates (a) is party to any Contract with any Company Entity (other than (x) employment arrangements entered into in the Ordinary Course of Business and (y) any agreement or transaction which is not substantially less favorable to the applicable Company Entity as would reasonably be expected to be obtained by such Company Entity at the time in a comparable arm's length transaction with a Person not affiliated with such

Company Entity), or (b) owns any material property or right, tangible or intangible, that is used by any Company Entity.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES REGARDING EACH SELLER

On the date hereof and as of the Closing Date, each Seller represents and warrants, severally and not jointly (and only as to itself or himself and not as to the other Seller), to Buyer, except as set forth in the corresponding sections of the Seller Disclosure Schedule, as follows:

Section 4.1 Organization; Legal Capacity. Parent is an entity duly organized, validly existing, and in good standing under the Laws of Mexico. CRUSA Inc. is an entity duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seagrave is an individual domiciled in the State of Florida. Subject to the necessary authority from the Bankruptcy Court, the Mexican Liquidation Court and/or the Mexican Liquidator, as applicable, Parent and CRUSA, Inc. have all requisite corporate power and authority to carry on their business as currently conducted, and to own, lease and operate their properties where such properties are now owned, leased or operated, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 4.2 Authorization; Enforceability. Parent and CRUSA Inc. have, subject to the Bankruptcy Court's entry of the Sale Order and any necessary approvals from the Mexican Liquidation Court, all requisite corporate power and authority, and Seagrave has all legal capacity, power and authority, in each case, to execute and deliver this Agreement and the other Transaction Documents to which such Seller is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transaction and the transactions contemplated hereby and by the Transaction Documents. The execution, delivery and performance by Parent and CRUSA Inc. of this Agreement and such other Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary company or other action on the part of Parent and CRUSA Inc., as applicable. This Agreement has been, and each Transaction Document to which such Seller, and with respect to Parent, subject to the Bankruptcy Court's entry of the Sale Order and any necessary approvals from the Mexican Liquidation Court, is or will be a party has been or will be, duly executed and delivered by such Seller and constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, subject to the Remedies Exception.

Section 4.3 Title.

(a) Upon the terms and subject to the conditions contained in this Agreement and, with respect to Parent and CRUSA Inc., subject to requisite Bankruptcy Court approvals and the terms of the Sale Order and any necessary approvals from the Mexican Liquidation Court, such Seller is (or, in the case of Parent, will be after the consummation of the Reorganization) the record, legal and beneficial owner of the Acquired Interests set forth opposite such Seller's name on Section 3.3 of the Seller Disclosure Schedule (and other than as otherwise set forth on Section 3.3 of the Seller Disclosure Schedule, owns (or, in the case of Parent, will own after the consummation

of the Reorganization), of record or beneficially, no other Interests in the Company or any Company Entity), and such Seller has good and marketable title to such Acquired Interests, free and clear of all Liens. Such Seller has (or, in the case of Parent, will have after the consummation of the Reorganization) full right, power and authority to transfer and deliver to the Buyer valid title to the Acquired Interests held by such Seller, free and clear of all Liens. Subject to entry of the Sale Order, the assignments, endorsements, membership interest powers and other instruments of transfer delivered by the Sellers to the Buyer at the Closing are sufficient to transfer such Seller's entire interest, legal and beneficial, in the Acquired Interests and, immediately following the Closing, the Buyer will be the record and beneficial owner of the Acquired Interests and have good and marketable title to the Acquired Interests, free and clear of all Liens. Except pursuant to this Agreement, there is no contractual obligation pursuant to which any Seller has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any equity interests in any Company Entity.

(b) Except as set forth on Section 4.3(b) of the Seller Disclosure Schedule and this Agreement, there is no Contract pursuant to which any Seller has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any Interests in the Company Entities. There are no equityholder agreements, voting trusts, proxies or other Contracts to which any Seller is a party with respect to or concerning the purchase, sale, transfer or voting of the Acquired Interests or other Interests of any Company Entity, other than this Agreement.

Section 4.4 Brokers' Fees. With the exception of Riveron Consulting, LLC, neither Seller nor any of its or his Affiliates has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of any Company Entity or Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the other Transaction Documents to which such either Seller is or will be a party or the consummation of the Transaction. Each Seller acknowledges and agrees that it is solely liable for payment of any broker's fees owed to any brokers retained by such Seller relating to or arising from this Agreement, including any broker's fees owed by the CR Sellers to Riveron Consulting LLC.

Section 4.5 Litigation. Except for the Mexican Liquidation Proceeding and any adversary proceedings or contested matters pending in connection therewith, there are (a) no outstanding Governmental Orders and (b) no Actions pending or, to such Seller's Knowledge, threatened in writing, before any Governmental Authority, in each case against any such Seller that would, individually or in the aggregate, that would reasonably be expected to materially interfere with, prevent or materially delay the ability of such Seller to enter into and perform its obligations under this Agreement or consummate the Transaction.

Section 4.6 No Additional Representations and Warranties. Except for the express representations and warranties provided in Article III and this Article IV and any certificate delivered pursuant to this Agreement, neither of the Sellers nor any of their respective Affiliates, nor any of their respective Representatives or equity holders or any other Person acting on either Seller's behalf has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to the Sellers or any of the Company Entities (including any representation or warranty relating to financial condition, results of operations, assets or liabilities of any of the Company Entities) to Buyer, Buyer Parent or any of

their Affiliates or their respective Representatives or equity holders or any other Person, and the Sellers, on behalf of themselves and their respective Affiliates and Representatives, hereby disclaim any such other representations or warranties and no such party shall be liable in respect of the accuracy or completeness of any information provided to Buyer, Buyer Parent or any of their Affiliates or their respective Representatives or equity holders other than the express representations and warranties provided in Article III and this Article IV and any certificate delivered pursuant to this Agreement. Except for the representations and warranties contained in Article III and this Article IV (as modified by the Disclosure Schedules), Sellers are selling the Acquired Interests "as is-where is" and disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer, Buyer Parent or their Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer or Buyer Parent by any Representative of Seller). Neither of the Sellers nor any of their respective Affiliates, nor any of their respective Representatives or equity holders or any other Person acting on either Seller's behalf is, directly or indirectly, orally or in writing, making any representations or warranties regarding any pro-forma financial information, financial projections or other forward-looking prospects, risks or statements (financial or otherwise) of the Company Entities to Buyer, Buyer Parent or their Affiliates (including any opinion, information, projection or advice in any management presentation or the confidential information memorandum provided to Buyer or Buyer Parent), and the Sellers, on behalf of themselves and their respective Affiliates and Representatives, hereby disclaim all Liability and responsibility for any such information and statements. It is understood that any due diligence materials made available to Buyer, Buyer Parent or their Affiliates or their respective Representatives do not, directly or indirectly, and shall not be deemed to, directly or indirectly, contain representations or warranties of the Sellers or their respective Affiliates or their respective Representatives.

ARTICLE V

REPRESENTATIONS AND WARRANTIES REGARDING BUYER AND BUYER PARENT

On the date hereof and as of the Closing Date, each of Buyer and Buyer Parent represents and warrants to the Sellers, except as set forth in the corresponding sections of the Buyer Disclosure Schedule, as follows:

Section 5.1 Organization; Legal Capacity. Buyer is a corporation, duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of the State of Florida. Buyer has all requisite organizational power and authority to carry on its business as currently conducted by it and to own, lease and operate its properties where such properties are now owned, leased or operated. Buyer is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased by it or in which the conduct of its business requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby. Buyer Parent is a *sociedad anónima de capital variable* duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of Mexico. Buyer Parent has all requisite organizational power and authority to carry on its business as currently conducted by it and to own, lease and operate its properties where such properties are

now owned, leased or operated. Buyer Parent is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased by it or in which the conduct of its business requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.2 Authorization. Each of Buyer and Buyer Parent has all requisite organizational power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transaction and the transactions contemplated hereby and by the Transaction Documents. The execution, delivery and performance by each of Buyer and Buyer Parent of this Agreement and such other Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary corporate and other organizational action on the part of Buyer and Buyer Parent, as applicable. This Agreement has been, and each Transaction Document to which Buyer and Buyer Parent is or will be a party has been or will be, duly executed and delivered by Buyer and Buyer Parent and constitutes a legal, valid and binding obligation of Buyer and Buyer Parent, enforceable against each of them in accordance with its terms, subject to the Remedies Exception.

Section 5.3 Non-contravention. Neither the execution and delivery of this Agreement or the other Transaction Documents to which Buyer or Buyer Parent is or will be a party, nor the consummation by Buyer or Buyer Parent of the Transaction or the other transactions contemplated by this Agreement and the Transaction Documents (a) violates, conflicts with or results in the breach of any provision of the Governing Documents of Buyer, (b) violates or results in a breach of any material agreement, contract, lease, license, instrument or other arrangement to which Buyer or any of its Affiliates is a party or by which any of their respective properties are bound, or (c) assuming the accuracy of Section 3.5 and Section 4.4, and the receipt of the Consents described in Section 5.4, violates, conflicts with or results in the breach of, requires any consent or other action by any Person under, constitutes a default under or gives right to any right of notice, payment, termination, amendment, modification, cancellation or acceleration of any right or obligation of any benefit to which Buyer or Buyer Parent is entitled to, under any Permit, Governmental Order or any Law to which Buyer or Buyer Parent is subject. As of the date of this Agreement, neither Buyer or Buyer Parent is involved in any legal, administrative or arbitration Action that challenges or seeks to prevent or otherwise delay the Transaction.

Section 5.4 Government Authorizations. Assuming the accuracy of Section 3.5 and Section 4.4, and the receipt of the Consents and Regulatory Approvals described in Section 3.5, no other Consent or Regulatory Approval of, with or to any Governmental Authority is required to be obtained or made by or with respect to Buyer, Buyer Parent or any of their Affiliates in connection with the execution and delivery of this Agreement and the other Transaction Documents by Buyer and Buyer Parent or the consummation by Buyer and Buyer Parent of the Transaction.

Section 5.5 Financial Capacity. Each of Buyer and Buyer Parent has, and will have prior to the Closing, sufficient cash or other sources of immediately available funds to pay in cash the Purchase Price in accordance with the terms of Article II and for all other actions

necessary for each of them to consummate the Transaction and perform its obligations hereunder, including in respect of their obligations pursuant to Section 6.16(a)(ii). Each of Buyer and Buyer Parent acknowledges that receipt or availability of funds or financing by Buyer, Buyer Parent or any of their Affiliates shall not be a condition to their obligations hereunder. No funds to be paid to the Sellers have derived from or will have been derived from, or constitute, either directly or indirectly, the proceeds of any criminal activity or otherwise in violation of any Laws, including any Anti-Money Laundering Laws.

Section 5.6 Investment. Buyer is aware that the Acquired Interests being acquired by Buyer pursuant to the Transaction have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or under any state securities Laws. Buyer is not an underwriter, as such term is defined under the Securities Act, and Buyer is purchasing the Acquired Interests for its own account solely for investment and not with a view toward, or for sale in connection with, any distribution thereof within the meaning of the Securities Act, nor with any present intention of distributing or selling any of the Acquired Interests. Buyer and its Affiliates acknowledge that none of them may sell or otherwise dispose of the Acquired Interests except in compliance with the registration requirements or exemption provisions under the Securities Act and the rules and regulations promulgated thereunder, or any other applicable securities Laws. Buyer is an "accredited investor" as defined under Rule 501 promulgated under the Securities Act.

Section 5.7 Litigation. There are (a) no outstanding Governmental Orders and (b) no Actions pending or, to Buyer's Knowledge, threatened in writing, before any Governmental Authority, in each case against Buyer or Buyer Parent that would, individually or in the aggregate, reasonably be expected to materially interfere with, prevent or materially delay the ability of Buyer and Buyer Parent to enter into and perform their obligations under this Agreement or consummate the Transaction.

Section 5.8 Brokers' Fees. None of Buyer, Buyer Parent or any of their Affiliates has any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of the Sellers, the Company Entities or any of their Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the other Transaction Documents to which each of Buyer and Buyer Parent is or will be a party or the consummation of the Transaction. Each of Buyer and Buyer Parent acknowledges and agrees it is solely liable for the payment of any broker's fees owed to any brokers retained by any of them relating to or arising from this Agreement or the Transaction, including any broker's fees owed to Broadspan Capital.

Section 5.9 Information.

(a) Except with respect to the representations and warranties given in Articles III and IV and any certificate delivered pursuant to this Agreement, Buyer has relied solely on its own legal, tax and financial advisers for its evaluation of its investment decision to purchase the Acquired Interests and to enter into this Agreement and not on the advice of the Sellers or its legal, tax or financial advisers. Buyer acknowledges that any financial projections that may have been provided to it are based on assumptions of future operating results based on assumptions about certain events (many of which are beyond the control of the Sellers). Buyer understands that no assurances or representations can be given that the actual results of the operations of any Company

Entity will conform to the projected results for any period. Buyer specifically acknowledges that no representation or warranty has been made, and that Buyer has not relied on any representation or warranty, as to the accuracy of any projections, estimates or budgets, future revenues, future results from operations, future cash flows, the future condition (whether financial or other) of any Company Entity, or the businesses or assets thereof, or, except as expressly set forth in this Agreement, any other information or documents made available to Buyer, its Affiliates or its or their respective Representatives or equity holders.

(b) Buyer and its Representatives and equity holders, acknowledge and agree that neither of the Sellers nor any of their respective Affiliates, nor any of its or their respective Representatives or equity holders, is making any representation or warranty whatsoever, express or implied, beyond those expressly given in Article III and Article IV and the Transaction Documents, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of any of the Company Entities.

(c) The Sellers and the Company Entities have provided Buyer with such access to the facilities, books, records and personnel of the Company Entities as Buyer has deemed necessary and appropriate in order for Buyer to investigate the businesses and properties of the Company Entities to make an informed investment decision to purchase the Acquired Interests and to enter into this Agreement. Buyer (either alone or together with its advisors) has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its purchase of the Acquired Interests and is capable of bearing the economic risks of such purchase. Buyer's acceptance of the Acquired Interests on the Closing Date shall be based upon its own investigation, examination and determination with respect thereto as to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement and any certificate delivered pursuant to this Agreement or any Transaction Document.

Section 5.10 Sufficiency of Funds. Each of Buyer and Buyer Parent has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 5.11 No Outside Reliance. Except as otherwise expressly provided in this Agreement, neither Buyer nor Buyer Parent has relied and will not rely on, and Sellers are not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Acquired Interests or relating thereto made or furnished by Sellers. BUYER AND BUYER PARENT FURTHER ACKNOWLEDGE THAT SHOULD THE CLOSING OCCUR, BUYER WILL ACQUIRE THE ACQUIRED INTERESTS IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR

WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WITH RESPECT TO ENVIRONMENTAL, HEALTH OR SAFETY MATTERS).

ARTICLE VI
COVENANTS

Section 6.1 Conduct of the Company.

(a) From the date hereof until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article IX (the "Interim Period"), except as (i) set forth in Section 6.1(a) of the Seller Disclosure Schedule, (ii) may be required or not otherwise prohibited by this Agreement (including in order to consummate the Reorganization), (iii) required by Law or any Governmental Order to which Sellers or any Company Entity is bound, or (iv) otherwise consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such consent shall be deemed to have been given if Buyer does not object within five Business Days after the date on which Sellers and the Company request such consent in compliance with Section 10.3 (*Notices*)), (x) each Seller shall cause the Company to and (y) the Company shall, and shall cause the other Company Entities to:

(i) conduct the Company Entities' respective businesses and operations in all respects in the Ordinary Course of Business; and

(ii) use commercially reasonable efforts to (A) preserve and maintain the assets and properties of the Company Entities in reasonably good operating condition, ordinary wear and tear excepted for physical assets; and (B) preserve and maintain the material business relationships with customers, suppliers, distributors and others with whom the Company Entities deal in the Ordinary Course of Business.

(b) Without limiting the generality of the foregoing, during the Interim Period, except as (i) set forth in Section 6.1(b) of the Seller Disclosure Schedule, (ii) may be required or not otherwise prohibited by this Agreement (including in order to consummate the Reorganization), (iii) required by Law or any Governmental Order to which Sellers or any Company Entity is bound or (iv) otherwise consented in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such consent shall be deemed to have been given if Buyer does not object within five Business Days after the date on which Sellers and the Company request such consent in compliance with Section 10.3 (*Notices*)), (x) each Seller shall cause the Company not to and (y) the Company shall not, and shall cause the other Company Entities not to:

(i) amend the Governing Documents of any Company Entity;

(ii) (1) (x) purchase, repurchase, redeem or otherwise acquire or (y) issue, transfer, authorize, deliver, sell, grant, pledge, encumber or otherwise dispose of, any (A) Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity or (B) warrants, calls, options or other rights to acquire any Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity; or (2) split, combine, subdivide, reclassify

or otherwise alter the terms of any Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity;

(iii) declare, set aside or pay any dividend or distribution;

(iv) except as required by a change in the Accounting Standards, change any accounting methods, principles, policies or practices (including with respect to amortization, loan loss reserves, discounts, charge-offs and recoveries) of any Company Entity;

(v) sell, lease (as lessor), license, mortgage or otherwise subject to any Lien (other than Permitted Liens), allow to lapse or expire, or otherwise dispose of any properties, rights, assets or interests of any Company Entity, other than (1) in the Ordinary Course of Business pursuant to Contracts in force on the date hereof and made available to Buyer on or prior to the date hereof and, to the extent not otherwise included on the Seller Disclosure Schedule, as set forth on Section 6.1(b)(v) of the Seller Disclosure Schedule, (2) dispositions of immaterial or obsolete physical assets in the Ordinary Course of Business, (3) dispositions of delinquent or charged-off Retail Installment Sale Contracts (or the vehicle thereunder) in the Ordinary Course of Business and (4) sales of Retail Installment Sale Contracts pursuant to transactions between the Company, on the one hand, and any other Company Entity, on the other hand;

(vi) make any loans (other than with respect to Retail Installment Sale Contracts), advances or capital contributions to or investments in any Person or otherwise form, create or otherwise acquire any Interests;

(vii) merge or consolidate with, or purchase substantially all of the assets or business of, or effect or enter into any partnership or joint venture transaction (or any other corporate transaction or combination having similar effects to any of the foregoing in this clause (vii)) with, any Person;

(viii) incur any indebtedness for borrowed money or guarantee such indebtedness of another Person, or issue or sell any debt securities or other rights to acquire any debt securities, other than indebtedness incurred in the Ordinary Course of Business, including under the Existing Credit Facility;

(ix) (1) settle or compromise any Action or threatened Action, or release, dismiss or otherwise dispose of any claim, other than settlements or compromises of Actions or releases, dismissals or dispositions of claims that (A) involve the payment by the Company Entities of monetary damages in an amount not in excess of $50,000 individually or $250,000 in the aggregate (measured in the aggregate among all Company Entities, taken as a whole) and (B) do not impose restrictions on the business or operations of any Company Entity; provided, that no Company Entity shall settle or compromise any Action brought by a Governmental Authority without the Buyer's consent; or (2) enter into any Contract or arrangement with any Person (including arrangements that are not legally binding) or make any payment (regardless of form or amount) to any Person or at the

direction of any Person, in each case in respect of, arising out of or relating to any Cybersecurity Incident;

(x) enter into or modify, amend, extend or terminate, or waive, release or assign any rights or claims under, (1) any Material Contract (or Contract that would have been a Material Contract if entered into prior to the entry of this Agreement) other than in the Ordinary Course of Business and so long as such modification, amendment, extension, termination, waiver, release or assignment is not adverse in any material respect to the applicable Company Entity, other than any extensions to the Existing Credit Facility, or (2) any Affiliate Arrangement (or a Contract, arrangement, understanding, practice or other transaction that would have been an Affiliate Arrangement if entered into prior to the entry of this Agreement);

(xi) (1) make, change or revoke any material tax election or settle or compromise any material Tax Contest for a material amount of Tax; or (2) change any material Tax accounting method or annual accounting period, file any amended Tax Return, enter into a Tax sharing, allocation or indemnity agreement, enter into a "closing agreement" within the meaning of Section 7121 (or any similar provision of state, local, or foreign law), apply for or request a Tax ruling, or surrender any right to claim a Tax refund, in each case, with respect to material Taxes;

(xii) other than as required by Section 6.4, assign, transfer, cancel, let lapse or fail to use commercially reasonable efforts to obtain, maintain, extend or renew any Permit that is required for any Company Entity to operate its business as of the date of this Agreement or, if such business is changed in compliance with this Agreement, as of such time;

(xiii) assign, transfer, cancel, let lapse or fail to use commercially reasonable efforts to obtain, maintain, extend or renew any Company Insurance Policies;

(xiv) other than in the Ordinary Course of Business, (1) change, in any material respect, any underwriting, credit, collection, recovery, repossession, charge-off, score card, privacy or other similar policies, practices or procedures of any of the Company Entities as in effect on the date of this Agreement (collectively, the "Company Policies") or (2) modify, settle, waive, collect or enforce any Retail Installment Sale Contract in any manner other than in the Ordinary Course of Business in accordance with the applicable Company Policies (or fail to modify, settle, waive, collect or enforce any Retail Installment Sale Contract in the Ordinary Course of Business as required or provided by the applicable Company Policies);

(xv) other than as required by the existing terms of any Benefit Plan or Contract in effect on the date hereof: (1) grant or increase any severance or termination pay to any current or former employee or natural independent contractor of any Company Entity; (2) enter into or amend any employment, severance or termination agreement with any current or former employee or natural independent contractor of any Company Entity who has an annual base pay or fees greater than $110,000, except as set forth in Schedule 6.1(b)(xv); (3) establish, adopt, terminate or amend any Benefit Plan (including any plan,

agreement or arrangement that would be a Benefit Plan if in effect on the date hereof) other than for immaterial amendments or amendments in the Ordinary Course of Business; (4) take any action to accelerate the vesting or payment, or fund or secure the payment, of compensation or benefits under a Benefit Plan; (5) grant or increase any change-in-control or retention bonus to any current or former employee or natural independent contractor of any Company Entity; (6) amend the funding policy or contribution rate of any Benefit Plan or change any underlying assumptions to calculate benefits payable under any Benefit Plan, except as may be required by the Accounting Standards; or (7) grant any other increase in compensation, bonus or other payments or benefits payable to any current or former employee or natural independent contractor of any Company Entity who has an annual base pay or fees greater than $110,000;

(xvi) (1) modify, renew, extend, or enter into any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council, or (2) recognize or certify any labor union, labor organization, works council, or group of employees of any Company Entity as the bargaining representative for any employees of any Company Entity, in the case of (1) and (2), except as required by the terms of any such labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council;

(xvii) (1) except as set forth in Schedule 6.1(b)(xv), hire or engage any person to be an officer or employee of, or a service provider to, any Company Entity, other than the hiring or engagement of employees or service providers with annual base pay or fees not in excess of $110,000 and in the Ordinary Course of Business; or (2) terminate the employment of any current officer or employee of any Company Entity with annual base pay in excess of $110,000 other than for cause (as determined in accordance with past practice); or (3) waive, release (in whole or in part), or knowingly fail to enforce the restrictive covenant obligations of any current or former employee, independent contractor, officer or director of any Company Entity;

(xviii) grant any Person any right to register or exclusive right to use any Company Owned IP or dispose of or transfer, or permit to lapse, any Company Owned IP;

(xix) (w) purchase or acquire any real property or transfer, convey, sell or dispose of any Leased Real Property, (x) enter into any new real property agreement, (y) amend in any material respect, renew or waive any material provision of any Lease Agreement, or (z) rescind, allow to expire or terminate any Lease Agreement; or

(xx) agree, commit or Contract, whether in writing or otherwise, to do any of the foregoing.

(c) Other than the Buyer's right to consent or to withhold consent with respect to the foregoing matters, nothing contained in this Agreement shall be construed to give Buyer or any of its Affiliates, directly or indirectly, any right to control or direct the businesses of the Company Entities prior to the Closing or any other businesses or operations of the Sellers or their respective Affiliates. Subject to the terms and conditions of this Agreement, during the Interim

Period the Sellers, unless otherwise ordered by the Bankruptcy Court or the Mexican Liquidation Court (provided that Sellers have not directly or indirectly petitioned, sought, requested or moved for such order of the Bankruptcy Court or the Mexican Liquidation Court or authorized, supported or directed any other Person to petition, seek, request or move for such order of the Bankruptcy Court or the Mexican Liquidation Court) shall exercise such control and supervision of the Company Entities and of their respective businesses and operations as is consistent with the terms and conditions of this Agreement and their respective Governing Documents.

Section 6.2 Exceptions (to Conduct of the Company). Notwithstanding anything to the contrary in Section 6.1 and unless otherwise ordered by the Bankruptcy Court or the Mexican Liquidation Court, the Sellers and the Company Entities shall not be (i) prevented from undertaking or (ii) required to obtain the Buyer's consent in relation to:

(a) any matter contemplated pursuant to the express terms of this Agreement;

(b) any matter set forth in the applicable subsections of Section 6.1(b) of the Seller Disclosure Schedule;

(c) the hirings set forth in Schedule 6.1(b)(xv); and

(d) any matter required by Law, any Governmental Order or any Contract to which Sellers or any Company Entity is bound.

Section 6.3 Access to Information; Confidentiality.

(a) During the Interim Period, the Sellers and the Company shall, and the Company shall cause the other Company Entities to, upon reasonable prior notice from Buyer, permit Buyer and its Representatives, including its independent accountants, to have reasonable access to the properties, books, Contracts, personnel and other records of the Company Entities during normal business hours to the extent reasonably necessary for Buyer to familiarize itself with such matters and consummate the transactions contemplated by this Agreement; provided, that (i) such investigation shall not unreasonably disrupt personnel and operations of the Company Entities and (ii) Buyer shall use its commercially reasonable efforts to minimize any such disruption. All such requests for access to the properties, books, Contracts, personnel and other records of the Company Entities shall be made to such Representatives of the Sellers and the Company as the Sellers and the Company, as applicable, shall designate, who shall be solely responsible for coordinating all such requests. Notwithstanding anything herein to the contrary, neither the Sellers nor any Company Entity shall be required to: (i) provide access or information to Buyer or any of its Representatives, whether during the Interim Period or after the Closing, that would reasonably be expected to violate Law or cause the forfeiture of attorney-client privilege (provided that in the event that the restrictions in this clause (i) apply, the Company shall provide, or cause to be provided, to Buyer a reasonably detailed description of the information not provided and the Company shall cooperate in good faith to design and implement alternative disclosure arrangements to enable Buyer to evaluate any such information without resulting in any violation of Law or forfeiture of privilege) and (ii) provide any information relating to the sale process, bids received from other Persons in connection with the transactions contemplated by this Agreement and information and analysis (including financial analysis) relating to such bids. Buyer

acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, all documents, materials, communications, analyses and other information relating to the sale process, and bids received from Buyer and other Persons in connection with the transactions contemplated by this Agreement that are in the possession of the Company or any of its Subsidiaries as of the date hereof and through the Closing will be transferred to Sellers prior to or as of the Closing and Sellers shall not be required to grant access to such documents, materials and other information to Buyer or any of their respective Affiliates at any time. Buyer shall indemnify and hold harmless Sellers, their Affiliates and their respective Representatives for any and all losses incurred by Sellers, their Affiliates or their respective Representatives, directly arising out of actions specifically requested by Buyer pursuant to this Section 6.3.

(b) Buyer's right of access and any information obtained by Buyer, its Affiliates and Representatives in connection with the transactions contemplated by this Agreement shall be subject to the provisions of the Confidentiality Agreement. The terms of the Confidentiality Agreement are hereby incorporated by reference and shall survive the termination of this Agreement and continue in full force and effect thereafter pursuant to the terms thereof. From and as of the Closing Date, the Confidentiality Agreement shall be deemed to have been terminated by the parties thereto as it related to Confidential Information (as defined in the Confidentiality Agreement) that relates solely to the Company Entities and shall no longer be binding with respect thereto.

(c) For a period of 24 months following the Closing, each Seller shall, and shall cause its Affiliates and Representatives to, treat as confidential, non-public and proprietary, not use, not disclose to any other Person and safeguard any confidential or proprietary information to the extent relating to the Company Entities by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information as each Seller or its Affiliates and Representatives used with respect thereto prior to the execution of this Agreement, provided, that each Seller may disclose or may permit disclosure of, such information (i) to its Representatives who have a need to know such information to the extent that they are informed of their obligation to hold such information confidential to the same extent as is applicable to such Seller, (ii) to the extent that such Seller, its Subsidiaries or its or their Representatives are required to disclose any such information pursuant to applicable Law or pursuant to the applicable rules and regulations of any securities exchange applicable to listed companies, (iii) in connection with the enforcement of any right or remedy relating to this Agreement or any other Transaction Documents or the transactions contemplated hereby and thereby, (iv) in connection with any dispute or claim or any tax matter relating to such Seller's prior ownership of the applicable Acquired Interest, (v) any information that is publicly available other than in contravention of this Section 6.3, or (vi) to the extent required to be disclosed by any Governmental Authority or Governmental Order or otherwise by applicable Law or regulation. If following the Closing, a Seller or any of its respective Affiliates or Representatives are requested or required to disclose (after such Seller has used commercially reasonable efforts to avoid such disclosure and after promptly advising and consulting with Buyer about such Person's intention to make, and the proposed contents of, such disclosure) any such confidential or proprietary information pursuant to a Governmental Order, such Seller shall, or shall direct such Seller's Affiliate or Representative to, to the extent reasonably possible, provide Buyer with prompt written notice of such request so that Buyer may seek an appropriate protective order or other appropriate remedy at Buyer's sole cost. At any time that such protective order or remedy has not been

obtained, such Seller, or such Seller's Affiliate or Representative, may disclose only that portion of the confidential or proprietary information which such Person is legally required to disclose or of which disclosure is required to avoid sanction for contempt or any similar sanction, and such Seller shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such confidential or proprietary information so disclosed.

Section 6.4 Consents and Approvals.

(a) Subject to the terms and conditions hereof, during the Interim Period, each Party shall use commercially reasonable efforts to, as applicable to such Party (i) promptly take, or cause to be taken, any and all actions, and to promptly do, or cause to be done, any and all things that, in each case, may be necessary, proper or advisable under this Agreement or Law to consummate and make effective, as promptly as reasonably practicable after the date of this Agreement, the Transaction and the other transactions contemplated by this Agreement or the Transaction Documents, (ii) prepare and make, as soon as is practical following the date when Buyer is selected as Successful Bidder, all necessary, proper or advisable filings, notices or other communications in connection with the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents that may be required to obtain any necessary Consent or Regulatory Approvals prior to the Closing Date and (iii) with respect to the Consents set forth in Section 3.5(a) of the Seller Disclosure Schedule and Regulatory Approvals in Section 3.5(b) of the Seller Disclosure Schedule, as soon as is practical following the date when Buyer is selected as Successful Bidder, submit such necessary, proper or advisable filings or notices. During the Interim Period, each Party shall use commercially reasonable efforts to submit the subsequent or supplemental filings, information or documents reasonably required or requested by any Governmental Authority (or needed for any other Party to make the applicable filings or notifications such Party is required to make hereunder) as soon as practicable after getting the other Party's approval of the relevant action, and cooperate with one another in the preparation of such filings and any subsequent procedure in such manner as is reasonably necessary and appropriate. Buyer shall be responsible for the payment of all filing fees to Governmental Authorities in connection with all filings or notices to Governmental Authorities required under this Section 6.4 (including any Consents and Regulatory Approvals). No Party shall, at any time during or prior to the performance of its obligations hereunder, secure any Consent or Regulatory Approvals from any Governmental Authority in violation of Anti-Bribery Laws.

(b) Each Party shall use commercially reasonable efforts to notify the other Party(ies) promptly upon the receipt by such Party or its Affiliates or Representatives of (i) any written comments or questions from any officials of any Governmental Authority in connection with any filings or notices made pursuant to Section 6.4(a) and (ii) any written request by any Governmental Authority for amendments or supplements to any filings made with such Governmental Authority or answers to any questions, or the production of any documents, relating to an investigation of the Transaction by any Governmental Authority. Whenever any event occurs that is required by a Governmental Authority to be set forth in an amendment or supplement to any filing or notice made pursuant to Section 6.4(a), each Party shall promptly inform the other Party of such occurrence and use reasonable best efforts to cooperate in filing promptly with the applicable Governmental Authority such amendment or supplement. Without limiting the generality of the foregoing, each Party shall provide to the other Party(ies), upon request, copies

of all written correspondence between such Party and any Governmental Authority relating to Section 6.4(a).

(c) Each Party may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other Party(ies) under this Section 6.4 as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and shall not be disclosed by such outside counsel to any other Representatives of the recipient without the advance written consent of the Party providing such materials. In addition, to the extent reasonably practicable, and if and to the extent permitted under Law, all meetings with any Governmental Authority under this Section 6.4 shall include representatives of both Buyer and Sellers. Each Party shall use commercially reasonable efforts to consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, and proposals made or submitted to any Governmental Authority under Section 6.4(a).

(d) Subject to the terms and conditions hereof, in order to consummate the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents, as soon as is practical following the date when Buyer is selected as Successful Bidder but in any event during the Interim Period, each Party shall use commercially reasonable efforts to, as applicable to such Party, (i) obtain, as soon as practicable all Consents (including the Regulatory Approvals) of, or other permission or action by any Governmental Authority (including, subject to Section 10.18, any applicable regulatory authority or bankruptcy court) as are necessary for consummation of the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents, (ii) secure the expiration or termination of any applicable waiting period from a Governmental Authority, and (iii) resolve any objections asserted with respect to the Transaction or the other transactions contemplated by this Agreement or the Transaction Documents raised by any Governmental Authority or other Person.

(e) Buyer acknowledges that certain Consents and Regulatory Approvals to the Transactions may be required from Governmental Authorities and third parties to Contracts to which the Company or any of its Subsidiaries is a party, and that such Consents and Regulatory Approvals have not been obtained and may not be obtained prior to the Closing. Notwithstanding anything to the contrary herein, Buyer agrees that none of the Company Entities nor Sellers shall have any Liability whatsoever to Buyer or any of its Affiliates (and Buyer and its Affiliates shall not be entitled to assert any claims) arising out of or relating to the failure to obtain any Consents or Regulatory Approvals that may have been or may be required in connection with the Transactions or because of the default, acceleration or termination of or loss of right under any Contract or other agreement as a result thereof. Buyer further agrees that no representation, warranty or covenant of the Company Entities contained herein shall be breached or deemed breached as a result of the failure to obtain any Consent or Regulatory Approval or as a result of any such default, acceleration or termination or loss of right or any action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any Consent or Regulatory Approval or any such default, acceleration or termination or loss of right.

(f) Notwithstanding anything in this Section 6.4 to the contrary, each Party's obligations under this Section 6.4 to share information with, cooperate or otherwise communicate with the other Party is subject to compliance with, and shall be limited by, Law.

Section 6.5 Public Announcements. Unless otherwise required by or reasonably necessary to comply with Law (including (a) the Bankruptcy Code, bankruptcy rules, and applicable local rules of the Bankruptcy Court to the extent reasonably necessary to obtain entry of the Bidding Protections Order, or , if Buyer is selected as the Successful Bidder, the Sale Order and (b) in any filing made by Sellers or their Affiliates with the Bankruptcy Court and as may be necessary or appropriate in the good faith determination of Sellers or their Representatives to obtain court approval of the Transactions or in connection with conducting the Auction), orders of the Bankruptcy Court or the rules or regulations of any applicable securities exchange, and except for disclosure of matters that become a matter of public record as a result of the Mexican Liquidation Proceeding, Chapter 11 Case, or Chapter 15 Case and any filings or notices related thereto, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before either such party or their respective Affiliates or Representatives issue any other press release or otherwise makes any public statement with respect to this Agreement, the Transactions or the activities and operations of the other party with respect to this Agreement and the Transactions and shall not, and shall cause their respective Affiliates and Representatives not to, issue any such release or make any such statement without the prior written consent of Sellers or Buyer, respectively (such consent not to be unreasonably withheld, conditioned or delayed), except that no such consent shall be necessary to the extent disclosure is made on the record at a hearing in connection with this Agreement, the Mexican Liquidation Proceeding, the Chapter 11 Case, or Chapter 15 Case; provided, that nothing in this Agreement shall restrict or prohibit Sellers, Buyer or their respective Affiliates from making any announcement to their respective employees, customers and other business relations to the extent that such announcement consists solely of, or is otherwise consistent in all material respects with previous press releases, public disclosures or public statements made by any party in accordance with this Agreement, including in investor conference calls, Q&As or other publicly disclosed statements or documents, in each case to the extent such disclosure is still accurate in all material respects (and not misleading).

Section 6.6 Post-Closing Further Assurances. The Sellers and Buyer each agree that from time to time after the Closing Date, they shall execute and deliver or cause their respective Affiliates (including, with respect to Buyer, causing the Company Entities) to execute and deliver such further instruments, and take (or cause their respective Affiliates, including, with respect to Buyer, causing the Company Entities to take) such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement and the other Transaction Documents, in each instance as consistent with the Sale Order.

Section 6.7 Directors' and Officers' Indemnity . For a period of 6 years following the Closing, the Governing Documents of the Company shall contain provisions providing indemnification rights (including any rights to advancement of expenses and exculpation) with respect to the pre-Closing period that are at least as favorable to the beneficiaries of such provisions (the "Indemnified Persons") as those provisions set forth as of the date of this Agreement in the Governing Documents of the Company as of the date of this Agreement (which for the avoidance of doubt, excludes indemnification coverage as a result of the gross negligence, fraud, willful or wanton misconduct or material breach of the Governing Documents by such Indemnified Person), which provisions shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights of such Persons thereunder, unless such modification is required by Law. The Parties agree that the obligations under this Section 6.7 shall

be limited to those Indemnified Persons holding said positions within the 30 days immediately prior to the Closing, and only for their respective acts and omissions in the United States.

Section 6.8 Tax Matters.

(a) The Parties agree, for U.S. federal income (and applicable state and local) Tax purposes, that (i) the Buyer be treated as a continuation of the Company under Section 708 of the Code and (ii) the transfer of Acquired Interests by Sellers to Buyer for consideration be treated as a sale or exchange of partnership interests between the Sellers and Buyer (clauses (i) through (ii), the "Intended Tax Treatment"). The Parties will, and will cause each of their respective Affiliates to, prepare and file all Tax Returns in a manner consistent with the Intended Tax Treatment, and none of the Parties or their respective Affiliates will take any position with any Governmental Authority or otherwise that is inconsistent with the Intended Tax Treatment, except as required by Law. Sellers and Buyer agree that, with respect to the transaction described in clause (ii) above, the Purchase Price and all other amounts constituting consideration for U.S. federal income Tax purposes shall be allocated among the assets of the Company for U.S. federal income Tax purposes in a manner consistent with Section 755 of the Code and the Treasury Regulations thereunder. Within 120 days of the Closing Date, Parent will provide Buyer with a schedule (the "Allocation Schedule") reflecting such allocation and shall reasonably consider the implementation of any comments provided by Buyer upon Parent's finalization of the Allocation Schedule. Upon Parent's finalization, the Parties will, and will cause each of their respective Affiliates to, prepare and file all Tax Returns (including any statements required under Treasury Regulation Section 1.751-1(a)(3) and any allocation required under Section 755 of the Code) in a manner consistent with the Allocation Schedule, and none of the Parties will take any position with any Governmental Authority or otherwise that is inconsistent with the Allocation Schedule, except as required by Law.

(b) Parent shall prepare and file (or cause to be prepared and filed) all Tax Returns of the Company Entities for Flow-Through Income Taxes for any Pre-Closing Tax Period ("Flow-Through Tax Returns"). The distributive shares of items of income, gain, loss, deduction and credit of the Company for the taxable year that includes the Closing Date will be determined for U.S. federal and applicable state and local income Tax purposes based on the "closing of the books" method as described in Section 706(d)(1) of the Code and Treasury Regulations Section 1.706-4 (and corresponding provisions of state or local income Tax Law where applicable) as of the end of the Closing Date. To the extent a Flow-Through Tax Return also covers tax periods after the Closing Date, Parent shall deliver to Buyer a draft of such Flow-Through Tax Return for review at least 30 days prior to the due date for such Flow-Through Tax Return and shall consider in good faith any reasonable comments made by Buyers with respect to such Flow-Through Tax Return. A Section 754 election shall be made (or otherwise be in effect) with respect to any Flow-Through Tax Return for a taxable period that includes the Closing Date.

(c) Sellers shall have no liability or responsibility for, and shall in no way bear the burden of, any unpaid Taxes of any Company Entity for any Tax period. From and after the Closing Date, neither Buyer, nor any of its Affiliates (including any Company Entity), nor any Representatives thereof, shall (without the prior written consent of Parent) (i) file, or cause to be filed, any restatement or amendment of, modification to or claim for refund relating to, any Tax Return for any Pre-Closing Tax Period (including, for the avoidance of doubt, any Flow-Through

Tax Return), (ii) make, or cause or permit to be made, any Tax election that has retroactive effect to any Pre-Closing Tax Period; (iii) make the election under Section 6226 of the Code or any similar state or local income Tax Law with respect to any Pre-Closing Tax Period of any Company Entity; (iv) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Tax or deficiency with respect to any Pre-Closing Tax Period; (v) adopt or change any Tax accounting method or practice with respect to, or that has retroactive effect to, a Pre-Closing Tax Period; (vi) make or initiate discussions or examinations with any Taxing Authority with respect to a Pre-Closing Tax Period; (vii) make any voluntary disclosures with respect to Taxes respect to a Pre-Closing Tax Period; or (viii) take or fail to take any action with respect to any Company Entity, in each case, to the extent any Seller could have a liability or bear any Taxes as a result of such actions or inactions.

(d) Buyer and the Sellers shall, and shall cause their respective Affiliates to, provide to the other Party such cooperation and information, as and to the extent reasonably requested and reasonably necessary, in connection with (i) preparing, reviewing or filing any Tax Return, amended Tax Return or claim for refund of or with respect to the Company Entities, (ii) determining Liabilities for Taxes or a right to refund of Taxes of or with respect to the Company Entities or (iii) conducting any Tax Contest of or with respect to the Company Entities.

Section 6.9 Use of Names and Marks. From and after the Closing:

(a) To the extent the Seller Marks are used by the Company Entities on stationery, signage, invoices, receipts, forms, advertising and promotional materials, product, training and service literature and materials, computer programs, websites or other materials ("Marked Materials"), at the Closing, Buyer may use such Marked Materials for a period of up to nine months after the Closing Date. To the extent Seller Marks have not been removed from the corporate name of any applicable Company Entities as of the Closing Date, Buyer will use commercially reasonable efforts to cause each such Company Entity to change its corporate name to remove any Seller Marks as soon as practicable after the Closing Date.

(b) Buyer shall refrain from using any printed materials which include a statement setting forth the affiliation between a Company Entity, on the one hand, and Seller or any of its Affiliates, on the other hand ("Affiliation Statement Materials"), following the Closing Date; provided, that, so long as Buyer continues to use its commercially reasonable efforts to discontinue the use of the Affiliation Statement Materials, Buyer may continue to use the Affiliation Statement Materials existing at the Closing Date, subject to Law, for up to six months after the Closing Date.

(c) For the avoidance of doubt, nothing in this Agreement shall be deemed to prohibit Buyer or its Affiliates from using the Seller Marks (i) as required by Law, (ii) for non-marketing, historical reference purposes in relation to the Company Entities, or (iii) in archival documents existing as of the Closing.

(d) Within four months following the Closing Date, Buyer shall make the filings required, including in each Company Entity's jurisdiction of organization, to (i) eliminate the name "Credito Real", "Crusafin" and any variants thereof from the name of each Company

Entity; and (ii) reflect the change of name of such Company Entities in all applicable records of Governmental Authorities.

Section 6.10 Release.

(a) From and after the Closing, each Seller, for and on behalf of such Seller and each of such Seller's respective Affiliates (other than the Company Entities) and each of such Seller's respective Representatives, predecessors, successors, assigns and heirs (collectively with respect to each such Seller, the "Seller Releasors"), for good and valuable consideration, hereby irrevocably, unconditionally and completely waive and release and forever discharge the Company Entities and each of their respective Representatives, predecessors, successors, assigns, (such released Persons, the "Company Releasees"), of and from all Affiliate Arrangements, debts, demands, actions, causes of action, suits, accounts, covenants, Contracts, agreements, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, that any of the Seller Releasors has now or hereafter may have, arising out of or related to facts, events, circumstances or actions taken by any of the Company Releasees occurring or failing to occur, in each case, at or prior to the Closing (collectively with respect to each such Seller, the "Seller Released Claims"). Each Seller shall not, and shall cause its other Seller Releasors not to, make, assert or threaten any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any of the Company Releasees with respect to any Seller Released Claims. Notwithstanding the foregoing, this Section 6.10 shall not constitute a release from, waiver of, or otherwise apply to the terms of this Agreement or any other Transaction Document.

(b) From and after the Closing, Buyer, for and on behalf of itself and each of its Affiliates (including the Company Entities) and each of Buyer's respective Representatives, predecessors, successors, assigns and heirs (collectively, the "Buyer Releasors"), for good and valuable consideration, hereby irrevocably, unconditionally and completely waive and release and forever discharge the Sellers and each of their respective Representatives, predecessors, successors, assigns, (such released Persons, the "Seller Releasees"), of and from all Affiliate Arrangements, debts, demands, actions, causes of action, suits, accounts, covenants, Contracts, agreements, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, that any of the Buyer Releasors has now or hereafter may have, arising out of or related to facts, events, circumstances or actions taken by any of the Seller Releasees occurring or failing to occur, in each case, at or prior to the Closing (collectively, the "Buyer Released Claims"). Buyer shall not, and shall cause its other Buyer Releasors not to, make, assert or threaten any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any of the Seller Releasees with respect to any Buyer Released Claims. Notwithstanding the foregoing, this Section 6.10 shall not constitute a release from, waiver of, or otherwise apply to the terms of this Agreement or any other Transaction Document.

Section 6.11 Termination of Affiliate Arrangements. At or prior to the Closing, each Seller shall, and shall cause its Affiliates to, deliver such releases, termination agreements and discharges as are necessary to terminate and release all Affiliate Arrangements without further

payment or performance by any Company Entity such that no Company Entity shall have any further obligations or Liabilities therefor or thereunder.

Section 6.12 Bankruptcy Court Matters.

(a) Buyer and Sellers acknowledge that this Agreement and the Transaction contemplated hereby are subject to the Bidding Procedures and approval by the Bankruptcy Court and, as applicable, entry of the Bidding Protections Order and Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order, Bidding Protections Order, and the Sale Order, the Bidding Procedures Order, Bidding Protections Order, and Sale Order shall govern, as applicable. The Buyer and Sellers further agree that:

(i) the Bidding Protections Order shall approve: (1) Buyer as Stalking Horse Bidder (as defined in the Bidding Procedures), (2) Parent's entry and performance of certain obligations under this Agreement as Stalking Horse SPA (as defined in the Bidding Procedures), (3) Buyer's right to the Expense Reimbursement payable upon the terms set forth in Section 6.12(h), (4) Buyer's right to the Break-Up Fee payable upon the terms set forth in Section 6.12(h), and (5) Buyer's right to a dollar-for-dollar credit equal to the sum of the Break-Up Fee and Expense Reimbursement deemed to be included in any subsequent overbid submitted by the Buyer at the Auction.

(ii) The Sale Order shall include, *inter alia*: (1) findings that Buyer has acted in good faith and is a "good faith" purchaser for purposes of section 363(m) of the Bankruptcy Code and entitled to all of the protections afforded thereby; (2) approval of the Transaction under sections 105, 363, 365 and 1519 (or 1520, as applicable) of the Bankruptcy Code, free and clear of all Liens (other than Permitted Liens) pursuant to section 363(f) of the Bankruptcy Code on or against the Credito Real Interest after giving effect to the Reorganization; (3) a finding that Buyer is not a mere continuation of Parent and shall have no obligations with respect to any liabilities of or claims against Parent, except as may be expressly set forth in this Agreement; (4) a provision directing Parent to cause publication of a Notice of Entry of Sale Order promptly, but within two Business Days, after entry thereof in *The New York Times* and the Mexican *El Financiero* and (5) such other provisions as agreed upon between Parent and Buyer.

(b) This Agreement and the Transaction are subject to Sellers' right and ability to consider higher and better competing bids with respect to the Acquired Interests pursuant to the Bidding Procedures, Bidding Procedures Order, and Bidding Protections Order. If Sellers receive additional bids for the Acquired Interests, Sellers shall conduct an auction process for the Acquired Interests (the "Auction") in accordance with the Bidding Procedures and Bidding Protections Order and shall not amend, waive, modify or supplement the Bidding Procedures in any material respect except as provided in the Bidding Procedures, Bidding Procedures Order, the Bidding Protections Order, or any other order of the Bankruptcy Court. Following completion of any Auction, if Buyer is the Successful Bidder, neither Sellers nor their agents shall initiate contact with, solicit, encourage submission of, or respond to any inquiries, proposals or offers by any Person (except for any Back-Up Bidder) in connection with the sale or disposition of the Acquired Interests.

(c) Subject to the other terms of this Agreement and Sellers' obligations to comply with any order of the Bankruptcy Court, Sellers and Buyer shall cooperate to make all filings, take all actions and use commercially reasonable efforts to obtain any and all other approvals and orders necessary or appropriate for consummation of the Transaction. Sellers' Representative shall promptly provide Buyer with drafts of the Bidding Protections Motion, Bidding Protections Order and the Sale Order that Sellers' Representative proposes to file with the Bankruptcy Court and any revisions or amendments to such documents, and will provide Buyer with reasonable opportunity to review such filings. Sellers' Representative will also promptly provide Buyer with drafts of any other or further notice of appeal, motion, or application filed in connection with any appeal from or application for reconsideration of, any of such orders and any related briefs.

(d) Sellers shall comply with the following timeline:

(i) No later than January 19, 2023, Parent shall cause the Bidding Protections Motion to be filed;

(ii) No later than 15 days after filing the Bidding Protections Motion, the Bankruptcy Court shall have entered the Bidding Protections Order;

(iii) No later than March 3, 2023, the Bankruptcy Court shall have entered the Sale Order; and

(iv) Within two Business Days of entry of the Sale Order, Parent shall have caused the publication of a Notice of Entry of Sale Order as set forth in subsection (a) above and in the Sale Order; and

(v) Not sooner than 15 days after the entry of the Sale Order and no later than the Outside Date, the Closing shall have occurred.

(e) From and after the date hereof, Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, or staying of, or failure of the Bankruptcy Court to enter (as applicable) the Bidding Procedures Order, the Bidding Protections Order, or, if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transaction. Buyer has not colluded in connection with its offer or negotiation of this Agreement. From and after the date hereof, Buyer shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Order, the Bidding Protections Order, or if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transaction.

(f) Buyer agrees that it will promptly take such actions as are reasonably requested by the Parent or Sellers' Representative to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code; provided, however, in no event shall Buyer or Sellers be required to agree to any amendment of this Agreement.

(g) If an Auction is conducted, and Buyer is not the Successful Bidder for the Acquired Interests, Buyer shall, in accordance with and subject to the Bidding Procedures, be required to serve as the back-up bidder if Buyer is the next highest or otherwise best bidder for the Acquired Interests at the Auction (the party that is the next highest or otherwise best bidder at the Auction after the Successful Bidder, the "Back-Up Bidder") and, if Buyer is the Back-Up Bidder, Buyer shall, notwithstanding Section 9.1(b)(ii) or Section 9.1(g), be required to keep its bid to consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) open and irrevocable until the earlier of (i) the date of consummation of a transaction with the Successful Bidder, (ii) 60 days after entry of the Sale Order or (iii) the date this Agreement is otherwise terminated pursuant to ARTICLE IX. The Sale Order shall provide that, following the Auction, if the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, then Buyer, if Buyer is the Back-Up Bidder, will be deemed to have the new prevailing bid, and Parent may consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) with the Back-Up Bidder.

(h) In consideration for Buyer having expended considerable time and expense in connection with this Agreement, the Transaction and the negotiation of this Agreement, upon the consummation of any Alternative Transaction following valid termination of this Agreement under either Section 9.1(b)(ii) (*Written Agreement for Alternative Transaction*), Section 9.1(f)(i) (*Alternative Transaction Consummated*), or Section 9.1(i) (*Fiduciary Out*), provided, that Buyer is not then in breach of any provision of this Agreement, Buyer shall be deemed to have earned the Break-Up Fee and Expense Reimbursement, which shall be paid in cash, by wire transfer of immediately available funds following consummation of such Alternative Transaction out of the proceeds of such Alternative Transaction to an account designated by Buyer to Sellers' Representative, without further order of the Bankruptcy Court. Sellers hereby acknowledge that the obligation to pay the Break-Up Fee and Expense Reimbursement (to the extent due hereunder) shall survive the termination of this Agreement. The Parties acknowledge and agree that (1) the Parties have expressly negotiated the provisions of this Section 6.12(h), (2) the payment of the Break-Up Fee and Expense Reimbursement are integral parts of this Agreement, and (3) in the absence of Sellers' obligations to make these payments, Buyer would not have entered into this Agreement.

Section 6.13 Employee Matters.

(a) Sellers shall, or shall cause one of their Affiliates to, make any matching contributions owed to any employee who is employed by a Company Entity immediately prior to the Closing ("Company Continuing Employee") under the Credito Real USA 401(k) Profit Sharing Plan (the "Seller 401(k) Plan"), and shall cause all Company Continuing Employees who participate in the Seller 401(k) Plan as of immediately prior to the Closing to become fully vested in any unvested portion of their Seller 401(k) Plan accounts as of the Closing Date. Buyer shall, as of the Closing Date, make available a tax-qualified defined contribution retirement plan with a cash or deferred arrangement that is sponsored by the Buyer or one of its Affiliates (the "Buyer 401(k) Plan") that will cover Company Continuing Employees on and after the Closing Date. Buyer shall cause the Buyer 401(k) Plan to accept from each Seller 401(k) Plan the "direct rollover" of the account balance (including the in-kind rollover of notes evidencing outstanding

participant loans) of each Company Continuing Employee who participated in the Seller 401(k) Plan as of the Closing Date and who elects such direct rollover in accordance with the terms of the Seller 401(k) Plan and the Code. Sellers, Buyer and their respective Affiliates, as applicable, shall cooperate to take any and all commercially reasonable actions needed to permit each Company Continuing Employee with an outstanding loan balance under a Seller 401(k) Plan as of the Closing Date to continue to make scheduled loan payments to the Seller 401(k) Plan after the Closing Date, pending the distribution and in-kind rollover of the notes evidencing such loans from the Seller 401(k) Plan to the Buyer 401(k) Plan, as provided in the preceding sentence, so as to prevent, to the extent reasonably possible, a deemed distribution or loan offset with respect to such outstanding loans.

(b) With respect to any employee benefit plan maintained by Buyer or its Affiliates, including the Buyer 401(k) Plan and the Benefit Plans (together, the "Buyer Plans"), in which any Company Continuing Employees may participate immediately after the Closing, Buyer shall, or shall cause the Company Entities to, recognize all service of the Company Continuing Employees with the Company Entities and any of their predecessors, as the case may be as if such service were with the Company Entities or such predecessors, for vesting and eligibility purposes in any Buyer Plan in which such Company Continuing Employees may be eligible to participate after the Closing Date and benefits determination for vacation and severance benefits; provided, that such service shall not (i) be recognized to the extent that such recognition would result in a duplication of benefits, (ii) apply for purposes of any retiree medical plans or for purposes of benefit accrual under any defined benefit pension plan or for purposes of retirement treatment under any long-term incentive plan, or (iii) apply for purposes of any plan, program or arrangement (A) under which similarly situated employees of Buyer and its Affiliates do not receive credit for prior service or (B) that is grandfathered or frozen either with respect to level of benefits or participation.

(c) The provisions of this Section 6.13 are solely for the benefit of the Parties, and no current or former employee or any other individual associated with any of the Company Entities shall be regarded for any purpose as a third-party beneficiary of this Section 6.13. In no event shall the terms of this Agreement be deemed to (i) establish, amend or modify any Benefit Plan or any "employee benefit plan" as defined in Section 3(3) of ERISA, or any other benefit plan, program, agreement or arrangement maintained or sponsored by any Party or its respective Affiliates; (ii) alter or limit the ability of Buyer or its Affiliates to amend, modify or terminate any plan, employment agreement or any other benefit or employment plan, program, agreement or arrangement; or (iii) confer upon any current or former employee, officer, director or consultant any right to employment or continued employment or continued service with any Person, or constitute or create an employment agreement with any employee.

Section 6.14 Advise of Changes. Prior to the Closing, each Party shall promptly advise the other Parties of any change, development, circumstance, fact, effect, condition or event (i) that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on it, or (ii) that is, or would or would reasonably be expected to cause or constitute, a breach, nonfulfillment or failure to perform of any of such Party's representations, warranties, obligations, covenants or agreements contained in this Agreement or any Transaction Document entered into prior to the Closing; provided, that any failure to give such prompt notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a

violation of this Section 6.14 or the failure of any condition set forth in Section 7.2 or Section 7.3 to be satisfied, or otherwise constitute a breach of this Agreement by the Party failing to give such prompt notice, in each case, so long as (A) the failure to give such prompt notice was not knowing, intentional or willful and (B) the underlying breach would not independently result in a failure of the conditions set forth in Section 7.2 or Section 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.14 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or any Transaction Document or limit the remedies available to the Party receiving such notice.

Section 6.15 RWI Insurance Policy. The Parties acknowledge that, at Closing, Buyer may, at its sole election, obtain a buyer-side representations and warranties insurance policy with respect to the representations and warranties set forth in Article III and Article IV and certain other terms of this Agreement (the "R&W Policy"), with Buyer paying 100% of the costs of obtaining such Policy. Buyer and Buyer Parent acknowledge and agree that the R&W Policy, if obtained, shall at all times provide that the insurer shall have no, and shall waive and not pursue any and all, subrogation rights against the Sellers or any of their Representatives (except in the case of Fraud with respect to the representations and warranties set forth in Article III and Article IV), and the Sellers shall be a third-party beneficiary of such waiver.

Section 6.16 Existing Credit Facility Amendment.

(a) At or prior to Closing, Buyer shall:

(i) Obtain (1) an amendment, restatement, amendment and restatement or other modification of the Existing Credit Facility, on such terms and conditions as may be specified by Buyer such that the Existing Credit Facility is revised to provide terms and conditions which give due regard to (a) the organizational structure of Buyer and its Affiliates (including the Company Entities after the Closing) after giving effect to the transactions contemplated by this Agreement and (b) the operational needs of the Company Entities after giving effect to transactions contemplated by this Agreement (the "Loan Amendment"), (2) Wells Fargo Consent, and (3) termination and release of the Guaranty; provided, that in no event shall any such actions result in any monetary obligation or other Liability being imposed upon the Company prior to Closing, or the Sellers prior to, at, or after Closing, cause any adverse effect with respect to Company prior to Closing, or the Sellers prior to, at, or after Closing, or cause any decrease to the Purchase Price; or

(ii) Make all payments and satisfy any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility.

(b) Upon Buyer's written request to the Company no later than 10 Business Days prior to Closing, the Company shall use reasonable best efforts to provide the Payoff Letter to Buyer no later than three Business Days prior to Closing at the sole cost and expense of the Buyer (including with respect to any amounts payable under the Existing Credit Facility or thereunder).

(c) Buyer shall use reasonable best efforts to obtain the Loan Amendment including using reasonable best efforts to do the following: (i) provide reasonably available customary financial, business and other information regarding the Buyer and its Affiliates as may be reasonably requested by Parent or the lenders under the Existing Credit Facility and (ii) cause members of senior management of the Buyer to participate in a reasonable number of lender meetings, presentations, diligence sessions or conference calls and to meet with representatives of Wells Fargo Bank, N.A.

(d) Notwithstanding anything to the contrary, the obligation of Buyer to consummate the Transactions is not conditioned upon or subject to the obtainment of the Wells Fargo Consent or any matter arising therefrom.

Section 6.17 Reorganization. CRUSA Inc. shall, prior to the Closing, dividend the Credito Real Interest to Parent, such that following such dividend, the Company will become a direct subsidiary of Parent.

Section 6.18 Preservation of Records.

(a) For a period of seven years after the Closing Date or such other longer period as required by Law, Buyer shall preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records of the Company and its Subsidiaries (including (i) any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations and (ii) all Tax Returns, schedules, work papers and other material records or other documents relating to Taxes of the Company Entities), in each case, to the extent in the possession of Buyer and relating to the conduct of the business and operations of the Company and its Subsidiaries prior to the Closing Date (the "Books and Records"). If at any time after such seven-year period Buyer intends to dispose of any such Books and Records, Buyer shall not do so without first offering such Books and Records to Sellers and, in the event that Sellers elect to receive any such Books and Records, Buyer shall provide copies of such Books and Records, at Sellers' sole cost and expense. The provisions of this Section 6.18 shall cease to apply in the event of a sale or disposition of the Company or its Subsidiaries by Buyer; provided, that Buyer shall cause the subsequent owner(s) of such entity to assume the obligations of Buyer set forth in this Section 6.18.

(b) To the extent reasonably required in connection with any insurance claims by, Actions against, governmental investigations or Tax audits of, compliance with legal requirements by, or the preparation of financial statements of Sellers or any of their Affiliates or otherwise in connection with any other matter relating to or resulting from this Agreement, Buyer shall, and shall cause the Company and its Subsidiaries to, cooperate with Sellers and their counsel in the defense or contest, make available their personnel, and provide such reasonable access to the Books and Records as shall be necessary or reasonably requested in connection therewith, all at the sole cost and expense of Sellers; provided, that such requested cooperation shall not (A) unreasonably interfere with the ongoing operations of the Company or its Subsidiaries or (B) extend to any information that is subject to attorney-client, work product or other privilege or the sharing of which would violate Law or confidentiality restrictions (it being agreed that, in the event that any of the restrictions of this clause (B) apply, Buyer shall provide each Seller and its counsel with a reasonably detailed description of the information not provided and Buyer shall cooperate

in good faith to design and implement alternative disclosure arrangements to enable such Person to evaluate any such information without resulting in any waiver of such privilege or violation of any confidentiality restriction).

Section 6.19 Conflicts; Privileges. It is acknowledged by each of the parties hereto that Sellers, the Company and certain of its Affiliates have retained White & Case LLP ("W&C") and Richards, Layton and Finger P.A. ("RLF") to act as their counsel in connection with the transactions contemplated hereby and that W&C and RLF has not acted as counsel for any other Person in connection with the transactions contemplated hereby and that no other party to this Agreement or Person has the status of a client of W&C or RLF for conflict of interest or any other purposes as a result thereof. Buyer hereby agrees that, in the event that a dispute arises between Buyer or any of its Affiliates (including, after the Closing, the Company and its Subsidiaries) and Sellers, or any of their Affiliates (including, prior to the Closing, the Company or any of its Subsidiaries), W&C and RLF may represent Sellers or any such Affiliate in such dispute even though the interests of Sellers or such Affiliate may be directly adverse to Buyer or any of its Affiliates (including, after the Closing, the Company or its Subsidiaries), and even though W&C and RLF may have represented the Company or its Subsidiaries in a matter substantially related to such dispute, or may be handling ongoing matters for Buyer, the Company or its Subsidiaries, Buyer and the Company hereby waive, on behalf of themselves and each of their Affiliates, (a) any claim they have or may have that W&C or RLF has a conflict of interest in connection with or is otherwise prohibited from engaging in such representation, (b) agree that, in the event that a dispute arises after the Closing between Buyer or any of its Affiliates (including, after the Closing, the Company or its Subsidiaries) and Sellers, W&C and RLF may represent any such party in such dispute even though the interest of any such party may be directly adverse to Buyer or any of its Affiliates (including after the Closing, the Company or its Subsidiaries), and even though W&C and RLF may have represented the Company or its Subsidiaries in a matter substantially related to such dispute, or may be handling ongoing matters for Buyer the Company or its Subsidiaries. Buyer further agrees that, (i) as to all communications between W&C and RLF, on the one hand, and Sellers, on the other hand, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belong to Sellers and may be controlled by Sellers and shall not pass to or be claimed by Buyer, the Company or its Subsidiaries, and (ii) as to all communications between W&C and RLF, on the one hand, and the Company or its Subsidiaries, on the other hand, or among W&C, RLF, the Company, the Company's Subsidiaries or Sellers, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to evidentiary privilege belong to Sellers and may be controlled by Sellers and shall not pass to or be claimed by Buyer, the Company or its Subsidiaries. Buyer agrees to take, and to cause its Affiliates to take, all steps necessary to implement the intent of this Section 6.19. The parties hereto further agree that W&C and RLF and their respective partners and employees are third party beneficiaries of this Section 6.19.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.1 Conditions Precedent to Obligations of the Parties. The respective obligations of each Party to consummate the Transaction and other transactions contemplated by this Agreement are subject to the satisfaction (or, where legally permissible, waiver by such Party in such Party's sole discretion) at or prior to the Closing Date of each of the following conditions:

(a) No Adverse Order. There shall be no Law or Governmental Order that is in effect that prohibits, makes illegal, restrains or otherwise prevents the consummation of the Transaction or the other transactions contemplated by this Agreement.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order, and prior to the Closing, such Sale Order shall have become a Final Order, without any Governmental Order staying, reversing, modifying or amending such Sale Order in effect on the Closing Date.

(c) Reorganization. The Reorganization shall have been duly completed.

Section 7.2 Conditions Precedent to Obligations of the Sellers and the Company. The obligation of the Sellers and the Company to consummate the Transaction is subject to the satisfaction (or waiver by the Sellers, in the Sellers' sole discretion) at or prior to the Closing Date, of each of the following additional conditions:

(a) Accuracy of Buyer's Representations and Warranties.

(i) The representations and warranties of Buyer contained in this Agreement other than the Buyer Fundamental Representations, disregarding all qualifications contained herein relating to materiality or Material Adverse Effect, are true and correct as of the date hereof and shall be true and correct on and as of the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date) with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect with respect to Buyer.

(ii) The Buyer Fundamental Representations contained in this Agreement are true and correct in all respects as of the date hereof and shall be true and correct in all respects (other than de minimis inaccuracies) on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date).

(b) Covenants and Agreements of Buyer. Buyer shall have performed and complied in all material respects with all of the obligations, covenants and agreements hereunder required to be performed and complied with by it at or prior to the Closing.

(c) Certificate of Buyer. Sellers shall have received a certificate signed by a duly authorized officer of Buyer confirming the matters set forth in Section 7.2(a) and Section 7.2(b) as of the Closing.

(d) Guaranty. The Guaranty shall have been terminated in its entirety with no liability imposed upon Parent or any of its Affiliates as a result of such termination.

(e) Existing Credit Facility. Either (i) the Wells Fargo Consent shall have been obtained, or (ii) Buyer shall have made or caused to be made all payments and satisfied any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility.

Section 7.3 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transaction is subject to the satisfaction (or waiver by Buyer in Buyer's sole discretion) at or prior to the Closing Date of each of the following additional conditions:

(a) Accuracy of Sellers' and the Company's Representations and Warranties.

(i) The representations and warranties of the Sellers and Company contained in this Agreement other than the Sellers Fundamental Representations, disregarding all qualifications contained herein relating to materiality or Material Adverse Effect (other than with respect to Section 3.8(d)), are true and correct as of the date hereof and shall be true and correct, on and as of the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date) with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect with respect to Sellers or the Company Entities; provided, that the representations and warranties set forth in Section 3.8(d) shall be true and correct in all respects.

(ii) The Sellers Fundamental Representations are true and correct in all respects as of the date hereof and shall be true and correct in all respects (other than de minimis inaccuracies) on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date).

(b) Covenants and Agreements of the Sellers and the Company. The Sellers and the Company shall have performed and complied in all material respects with all of the obligations, covenants and agreements hereunder required to be performed and complied with by the Sellers or the Company (or any of them) at or prior to the Closing.

(c) Publication of Notice of Entry of Sale Order. The Sellers shall have caused a Notice of Entry of Sale Order to be published as required under Section 6.12(a)(ii) hereof and the Sale Order within two Business Days of the entry of the Sale Order by the Bankruptcy Court.

(d) Required Regulatory Approvals. Sellers shall have obtained the Required Regulatory Approvals.

(e) Certificate of the Sellers. Buyer shall have received a certificate signed by a duly authorized legal representative of Sellers' Representative confirming the matters set forth in Section 7.3(a) and Section 7.3(b) as of the Closing.

Section 7.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused by such Party's breach of or failure to comply with such applicable provision(s) of this Agreement.

ARTICLE VIII

INDEMNIFICATION AND REMEDIES

Section 8.1 Survival. None of the representations or warranties contained in this Agreement or the other Transaction Documents or any schedule, instrument or other document delivered pursuant to this Agreement or the other Transaction Documents, certificates delivered pursuant to this Agreement or the other Transaction Documents, or covenants or agreements contained in this Agreement or the other Transaction Documents (other than the covenants and agreements which by their terms contemplate performance after the Closing (each, a "Post-Closing Covenant") shall survive, and each shall terminate and be of no further force or effect as of, the Closing Date or the termination of this Agreement, and none of the Seller Group Parties shall have any liability whatsoever with respect to any such representations, warranties, covenants, agreements or certificates and no claim for breach of any such representation, warranty, covenant, agreement or certificate or any claim for detrimental reliance or other right or remedy (whether in contract, in tort or at Law or in equity) may be brought after the Closing with respect thereto against any of the Seller Group Parties. None of the covenants or other agreements contained in this Agreement or the other Transaction Documents shall survive the Closing, other than the Post-Closing Covenants, and each such Post-Closing Covenant shall survive the Closing in accordance with their respective terms and if no timeframe is specified, such Post-Closing Covenant shall survive for one (1) year following the Closing Date.

Section 8.2 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no Party shall, in any event, be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

Section 8.3 R&W Policy; Exclusive Remedy. Other than in respect of Fraud, the Parties agree that the sole and exclusive remedy for Buyer and Buyer Parent following the Closing for any claim arising out of (a) a breach of any representation or warranty set forth in this Agreement or the other Transaction Documents or any schedule, instrument or other document delivered pursuant to this Agreement or the other Transaction Documents or (b) any covenants, agreement or certificate delivered pursuant to this Agreement or the other Transaction Documents, shall be limited to a claim for indemnification pursuant to the terms, and subject to the limitations, of the R&W Policy (whether or not a R&W Policy is obtained at or prior to Closing). The Parties

shall not be entitled to a rescission of this Agreement, to any indemnification rights or other claims of any nature whatsoever in respect thereof (whether by contract, common law, statute, Law, regulation or otherwise).

ARTICLE IX

TERMINATION

Section 9.1 Termination Events. Without prejudice to other remedies which may be available to the Parties by Law or this Agreement, this Agreement may be terminated, and the Transaction may be abandoned at any time prior to the Closing solely in the following cases:

(a) by mutual written consent of the Parties;

(b) by either Sellers' Representative or Buyer:

(i) if there shall be any Law that makes consummation of the Transaction illegal or otherwise prohibited, or if any Governmental Order permanently restraining, prohibiting or enjoining Buyer or Sellers from consummating the Transaction is entered and such Governmental Order shall become final; provided, however, that no termination may be made by a Party under this Section 9.1(b)(i) if the issuance of such Governmental Order was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party; or

(ii) upon Sellers' written agreement to enter into an Alternative Transaction.

(c) by Buyer, by giving written notice to Sellers' Representative if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 7.3(a) and Section 7.3(b), and such breach has not been waived by Buyer, or, if such breach is curable, cured prior to the earlier to occur of (A) 20 days after receipt of Buyer's notice of such breach, and (B) the Outside Date; provided, that Buyer shall not have a right of termination pursuant to this Section 9.1(c) if Sellers' Representative could, at such time, terminate this Agreement pursuant to Section 9.1(h);

(d) by Buyer, if the Sale Order shall not have been entered by March 3, 2023, or at any time after entry of the Sale Order, such Governmental Order is reversed, stayed for more than 14 days, vacated or modified to the extent such modifications are reasonably expected to have a Material Adverse Effect;

(e) by Buyer, upon occurrence of any Material Adverse Effect;

(f) by Buyer, if (i) Sellers consummate an Alternative Transaction, or (ii) Buyer is neither the Successful Bidder nor the Back-Up Bidder following the Auction;

(g) by Buyer or Sellers' Representative, if the Closing shall not have occurred on or before the Outside Date, provided, however, that no termination may be made by a Party

under this Section 9.1(g) if the failure to close on or before the Outside Date was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party;

(h) by Sellers' Representative, by giving written notice to Buyer if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Sellers at Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by Sellers' Representative, or, if such breach is curable, cured by such Buyer prior to the earlier to occur of (A) 20 days after receipt of Sellers' Representative's notice of such breach, and (B) the Outside Date; provided, that Sellers' Representative shall not have a right of termination pursuant to this Section 9.1(h) if Buyer could, at such time, terminate this Agreement pursuant to Section 9.1(c); or

(i) by Parent, if the court-appointed provisional liquidator or other governing body of Parent determines, upon advice from outside legal counsel, that not proceeding with the Transaction or terminating this Agreement is in the best interests of Parent's estates and creditors, and is necessary for such governing body to fulfill its fiduciary obligations under Law (the "Fiduciary Duty"), including to pursue an Alternative Transaction. For the avoidance of doubt, and subject to the terms and conditions of this Agreement (including Buyer's right to terminate this Agreement in accordance with this Section 9.1), Parent retains the right to pursue any transaction or restructuring strategy that, in Parent's business judgment, will maximize the value of its estate.

Each condition set forth in this Section 9.1 pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in this Section 9.1 is applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

Section 9.2 Effect of Termination. In the event of any termination of this Agreement pursuant to Section 9.1, the Party(ies) so terminating this Agreement shall provide written notice to the other Party(ies) specifying the provisions hereof pursuant to which such termination is made, and, except as otherwise set forth in this Section 9.2, this Agreement shall forthwith become null and void and of no effect and all rights and obligations of the Parties hereunder shall terminate without any Liability on the part of any Party in respect thereof, except that (a) provisions of, and the obligations of the Parties under Section 2.3 (*Deposit*), Section 6.3 (*Access to Information; Confidentiality*), Section 6.5 (*Public Announcements*), Section 6.12(h) (*Break-Up Fee and Expense Reimbursement*), this Section 9.2 and Article X, and to the extent applicable in respect of such Sections and Article, ARTICLE I (*Definitions*), of this Agreement shall remain in full force and effect in accordance with their terms, and (b) such termination shall not relieve any Party of any Liability for any Fraud or breach of this Agreement prior to such termination; provided that, notwithstanding anything to the contrary herein, (i) the sole and exclusive remedies of Buyer and Buyer Parent for any breach of this Agreement by Sellers shall be, if applicable, to terminate this Agreement pursuant to Section 9.1(c), and (ii) in no event shall Sellers or the Company Entities be liable for monetary damages in connection with this Agreement and the Transactions except for payment of the Break-Up Fee and Expense Reimbursement to the extent payable. In the event of any termination of this Agreement pursuant to Section 9.1, the

Company shall cause all filings, applications and other submissions made pursuant to this Agreement to be withdrawn from the Governmental Authorities to which they were made.

ARTICLE X

MISCELLANEOUS

Section 10.1 Parties in Interest. Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than (a) the Parties and their respective permitted successors and assigns, (b) the Indemnified Persons with respect to Section 6.7, and (c) the Sellers' Counsel with respect to Section 10.13, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement.

Section 10.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. No Party may assign (by contract, stock sale, merger, other business combination, any other transaction involving a Party or any Affiliate thereof that would have the same or substantially similar economic or substantive effect to any of the foregoing (including by way of any derivative arrangement), operation of Law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the express prior written consent of the other Parties, and any attempted assignment, without such consent, shall be null and void. Notwithstanding the foregoing, from and after the Closing, the Buyer may assign this Agreement or any of its rights, interests, or obligations hereunder to an Affiliate; provided that (x) no such assignment shall relieve Buyer of any liability hereunder and (y) Buyer may not assign this Agreement or any of its rights, interests or obligations hereunder after the date which is two Business Days after entry of the Sale Order. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including any liquidating trustee, responsible Person or similar representative for Sellers or Sellers' bankruptcy estates appointed in connection with the Mexican Liquidation Proceeding.

Section 10.3 Notices. All notices and other communications required or permitted to be given by any provision of this Agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, or by electronic mail, charges prepaid and addressed to the intended recipient as follows, or to such other addresses or numbers as may be specified by a Party from time to time by like notice to the other Parties:

(a) If to Parent or CRUSA Inc.:

Credito Real USA, Inc.
Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez

03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(b) If to Seagrave:

1475 W Cypress Creek Road, Suite 300
Fort Lauderdale, Florida 33309
Email: scot@crealusa.com
Attention: Scot Seagrave

(c) If to the Company prior to the Closing, to the Sellers.

Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez
03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(d) If to Sellers' Representative:

Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez
03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(e) In each case of (a), (b), (c) and (d), with a copy to:

White & Case LLP
609 Main St., 29th Floor
Houston, TX 77002
Attention: Bill Parish
Email: bill.parish@whitecase.com

(f) If to the Buyer or Buyer Parent or, after the Closing, the Company:

Bepensa Capital Inc.
7227 N.W. 74 Avenue
Miami, Florida 33166
Attention: Jose Juan Vazquez Basaldúa
Email: jvasquezb@benepsa.com

(g) In the case of (f), with a copy to:

Lic. Pablo E. Romero Gonzalez
Director Jurídico
Bepensa
Calle 60 Diagonal No. 496
Entre 59 y 61
Fracc. Parque Industrial
Mérida Yucatán 97300
Mexico

Tel. 011 52 (999) 176 9100
Email: promerog@bepensa.com

and

Stephen P. Walroth-Sadurní, Esq.
Walroth-Sadurní Law
Columbus Center
1 Alhambra Plaza
Penthouse
Coral Gables, Florida 33134
Tel. 305.330.6401
Email: walroth.s@walsadlaw.com

and

Tracy L. Klestadt, Esq.
Klestadt Winters Jureller Southard & Stevens, LLP
200 West 41st Street
17th Floor
New York, NY 10036-7203
Tel. 212.972.3000
Email: TKlestadt@Klestadt.com

All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received (i) when delivered by hand or transmitted by email (provided that the sender does not receive an automatic message of non-delivery), (ii) three Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested or (iii) one Business Day after the same are sent by a reliable overnight courier service, with confirmation of delivery from the service.

Section 10.4 Amendments and Waivers. This Agreement may not be amended, supplemented, superseded, canceled, extended or otherwise modified except in a written instrument executed by each of the Parties. No waiver by any of the Parties of any default, misrepresentation, or breach of any representation, warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver. No waiver by any party shall operate or be construed as a waiver in respect of any inaccuracy, failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after the waiver. The failure or delay of any party to assert any of its rights, remedies, powers or privileges hereunder will not constitute a waiver of such rights, nor shall any waiver on the party of any party of any such rights, remedy, power or privilege, nor any single or partial exercise of any such rights,

remedy, power or privilege, preclude, any further exercise thereof or the exercise of any other rights, remedy, power or privilege.

Section 10.5 Exhibits and Schedules. All Exhibits and Schedules and the Disclosure Schedules attached hereto are hereby incorporated herein by reference and made a part hereof as further provided herein.

Section 10.6 Headings. The table of contents and section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

Section 10.7 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.8 Entire Agreement. This Agreement (including the Schedules and the Exhibits hereto), the Sale Order, and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements or representations among the Parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

Section 10.9 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Law in an acceptable manner to the end that the Transaction is fulfilled to the greatest extent possible. Notwithstanding anything contained herein, under no circumstance shall the obligation of the Sellers to deliver the Acquired Interests be enforceable absent enforceability of the obligation of Buyer to pay the Purchase Price, and vice versa.

Section 10.10 Expenses.

(a) Buyer shall be obligated to pay any and all filing fees to the applicable Governmental Authority(ies) with respect to any filings required by Law in connection with this Agreement and the Transaction.

(b) Unless otherwise provided in this Agreement or any Transaction Document, each Party agrees to pay, without right of reimbursement from the other, all costs and expenses incurred by it incident to the negotiation, execution or performance of its obligations hereunder, including the fees and disbursements of counsel, accountants, financial advisors, experts and

consultants employed by the respective Parties in connection with the Transaction, whether or not the Transaction is consummated.

Section 10.11 No Recourse Against Non-Recourse Persons. All proceedings, claims, disputes, obligations, Liabilities, or causes of action (whether in contract or in tort, in equity or at Law, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), shall be made only against (and are those solely of) the Persons that are expressly identified as Parties in the preamble to this Agreement (the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future Representative, incorporator, equity holder or Affiliate of such Contracting Party or any past, present or future Representative, incorporator, equity holder or Affiliate of any of the foregoing (the "Non-Recourse Persons"), shall have any Liability (whether in contract or in tort, in equity or at Law, or granted by statute) for any claims, causes of action, obligations, or Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or in its negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such Liabilities, claims, causes of action and obligations against any such Non-Recourse Persons. Each Contracting Party disclaims any reliance upon any Non-Recourse Persons, in each case with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Notwithstanding anything to the contrary in this Section 10.11, nothing in this Section 10.11 shall preclude or limit a claim by any Person for Fraud.

Section 10.12 Specific Performance. Subject to the limitations set forth in Section 9.2, (a) each Party recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement shall cause the other Party or Parties to sustain irreparable harm for which it would not have an adequate remedy at Law, and therefore in the event of any such breach the aggrieved Party shall, without the posting of bond or other security (any requirement for which the Parties hereby waive), be entitled to seek the remedy of specific performance of such covenants and agreements, including injunctive and other equitable relief, in addition to any other remedy to which it might be entitled, (b) a Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement, and (c) in the event that any action is brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at Law. The Parties further agree that (i) by seeking the remedies provided for in this Section 10.12, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement, including monetary damages or in the event that the remedies provided for in this Section 10.12 are not available or otherwise are not granted, and (ii) nothing contained in this Section 10.12 shall require any Party to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 10.12 before exercising any termination right under Section 9.1 (and pursuing damages after such termination) nor shall the commencement of any Action pursuant to this Section 10.12 or anything contained in this Section 10.12 restrict or limit any Party's right to terminate this Agreement in accordance

with the terms of Section 9.1 or pursue any other remedies under or in connection with this Agreement that may be available then or thereafter.

Section 10.13 Governing Law; Exclusive Jurisdiction.

(a) EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS AGREEMENT AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, UNITED STATES OF AMERICA.

(b) Subject to Section 10.13(c), without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction, and (ii) any and all claims or proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive Notices at such locations as indicated in Section 10.3. For the avoidance of doubt, this Section 10.13 shall not apply to any claims that Buyer or its Affiliates may have against any third party following the Closing.

(c) Notwithstanding anything herein to the contrary, in the event the Chapter 15 Case or the Mexican Liquidation Proceeding are closed or dismissed, the Parties hereby agree that all claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction, shall be heard and determined exclusively in any federal court sitting in Delaware or, if that court does not have subject matter jurisdiction, in any state court located in Wilmington County, Delaware (and, in each case, any appellate court thereof), and the Parties hereby consent to and submit to the jurisdiction and venue of such courts.

Section 10.14 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed counterparts of this Agreement may be delivered by scanned image, DocuSign or other electronic means including files in .pdf or .jpeg.

Section 10.16 Currency Matters. All payments hereunder shall be made in Dollars.

Section 10.17 Disclosure Schedules. There may be included in the Seller Disclosure Schedule and Buyer Disclosure Schedule, as applicable, items and information, the disclosure of which is not required either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Article III or Article IV, with respect to the Seller Disclosure Schedule, or Article V,

with respect to the Buyer Disclosure Schedule. Inclusion of any such items or information shall not, in any case, be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is "material" or is reasonably likely to result in a Material Adverse Effect or to affect the interpretation of such term for purposes of this Agreement. The Disclosure Schedules set forth items of disclosure with specific reference to the particular Section or subsection of this Agreement to which the items or information in such Disclosure Schedules relates; provided, that any information set forth in one section or subsection pertaining to the representations and warranties of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as the case may be, shall be deemed to apply to each other section or subsection thereof pertaining to representations and warranties to the extent that it is reasonably apparent based on a plain reading of such disclosure that it is applicable to such other sections or subsections of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as the case may be. Nothing in the Seller Disclosure Schedule or Buyer Disclosure Schedule, as the case may be, shall constitute an admission of any liability or obligation of any Party to any third party, nor an admission to any third party against the interests of any or all of the Parties.

Section 10.18 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transaction contemplated hereby, without limiting in any way Buyer's rights and remedies set forth in this Agreement, will require the CR Sellers or any of their governing bodies, directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations.

Section 10.19 Several Liability. The Liability of any Seller hereunder (if any) is several and not joint. Notwithstanding any other provision of this Agreement, in no event will any Seller be liable for any other Seller's breach of such other Seller's obligations under this Agreement or the other Transaction Documents.

Section 10.20 Sellers' Representative

(a) Sellers hereby irrevocably authorize, direct and appoint Sellers' Representative to act, and Sellers' Representative hereby accepts such appointment to act, as sole and exclusive agent, attorney-in-fact and representative of Sellers, and authorize and direct Sellers' Representative to (i) take any and all actions (including executing and delivering any documents, giving and receiving notices, incurring any costs and expenses on behalf of Sellers and making any and all determinations) which may be required or permitted by this Agreement to be taken by any of them, (ii) exercise such other rights, power and authority, as are authorized, delegated and granted to Sellers' Representative pursuant to this Agreement, (iii) receive and disburse to Sellers any funds received on behalf of Sellers contemplated by this Agreement and (iv) exercise such rights, power and authority as are incidental to the foregoing. Notwithstanding the foregoing, Sellers' Representative shall have no obligation to act on behalf of Sellers except as provided herein and any certificate, instrument or document delivered pursuant hereto. Any such actions taken, exercises of rights, power or authority, and any decision or determination made by Sellers' Representative consistent therewith, shall be absolutely and irrevocably binding on each Seller and its respective successors, as if such party personally had taken such action, exercised such rights, power or authority or made such decision or determination in such party's capacity and all defenses

which may be available to any Seller to contest, negate or disaffirm the action of Sellers' Representative taken in good faith under this Agreement are waived. The powers, immunities and rights to indemnification granted to Sellers' Representative Group (as defined below) hereunder are coupled with an interest and shall be irrevocable and survive the death, incompetence, bankruptcy or liquidation of any Seller and shall be binding on any successor thereto.

(b) Each Seller agrees that (i) Sellers' Representative shall not be a fiduciary when serving as "Sellers' Representative" under this Agreement and (ii) neither Sellers' Representative, its Affiliates nor their respective contractors, agents or advisors (collectively, the "Sellers' Representative Group") shall be liable for any actions taken or omitted to be taken under or in connection with this Agreement, any certificate, instrument or document delivered pursuant hereto, or the transactions contemplated hereby or thereby, except for such actions taken or omitted to be taken resulting from Sellers' Representative's Fraud or willful misconduct. Furthermore, each Seller shall indemnify, defend and hold harmless, severally and not jointly, *pro rata* based upon such Seller's share of the sale proceeds hereunder from and against any and all losses, claims, damages, liabilities, fees, costs, expenses (including reasonable attorneys' fees and expenses of other skilled professionals and in connection with seeking recovery from insurers), judgments, fines or amounts paid in settlement paid or incurred by Sellers' Representative in connection with the performance of its obligations as Sellers' Representative.

(c) The parties agree that Buyer and its Affiliates shall be entitled to conclusively rely, without independent investigation or verification, on and shall be fully protected in relying on the appointment and authority of Sellers' Representative and on any action taken, decisions made or instructions given by Sellers' Representative, on behalf of each Seller. Payments made to or as directed by Sellers' Representative pursuant to this Agreement are sufficient and binding to the same extent as though such payments were made directly to the appropriate Seller. Buyer shall not have any responsibility or Liability for any further delivery or application of any such payment, it being agreed by Sellers that, on the terms set forth herein, (i) any payment Buyer is required to make hereunder to any Seller may be made to or as directed by Sellers' Representative on behalf of such Seller, as the case may be, (ii) Sellers shall determine among themselves the amount due to each Seller from each payment made to or as directed by Sellers' Representative hereunder, and (iii) each Seller shall look solely to Sellers' Representative for such Seller's respective share of any payment made to or as directed by Sellers' Representative hereunder.

(d) Sellers' Representative shall be entitled to, and shall not have any liability to Sellers for action in accordance with the following: (i) relying upon any signature believed by Sellers' Representative to be genuine, (ii) reasonably assuming that a signatory has proper authorization to sign on behalf of the applicable party, and (iii) requesting and relying upon the written consent or written instructions of a party; provided, that Sellers' Representative shall not have any obligation to request such consent or instructions with respect to any matter. Sellers' Representative may resign at any time following the Closing Date, upon at least 30-days' prior written notice to Buyer; provided, that for so long as Sellers' Representative or Sellers have any outstanding duties or obligations hereunder, a replacement reasonably believed to be capable of carrying out the duties and performing the obligations of Sellers' Representative hereunder shall be appointed as the "Sellers' Representative" hereunder prior to the effectiveness of any such

resignation and Sellers' Representative shall notify Buyer of such replacement at least 30-days prior to the effectiveness of such replacement.

(e) Neither Buyer nor any of its Affiliates (including, after the Closing, the Company Entities), shall have any Liability whatsoever or be held liable or accountable in any manner to any Person for any act or omission of Sellers' Representative in such capacity, including in connection with any actions or inactions of the Buyer or any of its Affiliates (including, after the Closing, the Company Entities), in reliance on any act, decision, consent, approval or instruction of Sellers' Representative.

Section 10.21 Guarantee. Buyer Parent, in order to induce the Sellers to enter into this Agreement and the other Transaction Documents, and in recognition of substantial direct and indirect benefits to Buyer Parent therefrom, hereby absolutely, unconditionally and irrevocably guarantees the due and punctual payment and performance of all of Buyer's obligations contemplated by this Agreement, including the payment (a) of the Purchase Price and (b) if applicable under Section 6.16, all obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility, in each case, pursuant to and in accordance with the terms and conditions of this Agreement (the "Guarantee" and such obligations, the "Guaranteed Obligations"). The Guarantee is valid and in full force and effect and constitutes the valid and binding obligation of Buyer Parent, enforceable in accordance with its terms. The Guarantee is an irrevocable guarantee of payment and performance (and not just of collection) and shall continue in effect notwithstanding any extension or modification of the terms of this Agreement or any assumption without the consent of the Sellers' Representative of any such guaranteed obligation by any other Person until such time as the Guaranteed Obligations have been performed in full. The obligations of Buyer Parent hereunder shall not be released or discharged, in whole or in part, or otherwise affected by or contingent upon (i) the liquidation or dissolution of, or the merger or consolidation of Buyer with or into, any Person or any sale or transfer by Buyer of all or any part of its property or assets, (ii) the bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting Buyer, (iii) any modification, alteration, amendment or addition of or to this Agreement or any of the other Transaction Documents (except to the extent such modification, alteration, amendment or addition affects the Buyer's obligations hereunder or thereunder and then only to such extent), (iv) any disability or any other defense of Buyer or any other Person (with or without notice) which might otherwise constitute a legal or equitable discharge of a surety or a guarantor or otherwise, (v) the failure or delay on the part of any Seller or the Sellers' Representative to assert any claim or demand or to enforce any right or remedy against Buyer or Buyer Parent or (vi) any change in the name or ownership of a Seller or the Company or any other person referred to herein. In connection with the foregoing, Buyer Parent waives, to the fullest extent permitted by Law, all defenses, benefits and discharges it may have or otherwise be entitled to as a guarantor or surety and further waives presentment for payment or performance, notice of nonpayment or nonperformance, demand, diligence or protest. Buyer Parent acknowledges that it will receive substantial direct and indirect benefits from the Transactions and that the waivers and agreements

by Buyer Parent set forth in this Section 10.21 are knowingly made in contemplation of such benefits.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

SELLERS:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____
Name: Fernando Alonso-de-Florida Rivero
Title: Authorized Representative

CREDITO REAL USA, INC.

By: _____
Name: Arturo Rosas Barrientos
Title: President and Secretary

SCOT SEAGRAVE

_____

COMPANY:

CREDITO REAL USA FINANCE, LLC

By: _____
Name: Scot Seagrave
Title: CEO

[*Signature Page to Purchase Agreement*]

SELLERS' REPRESENTATIVE:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____
Name: Fernando Alonso-de-Florida Rivero
Title: Authorized Representative

BUYER:

BEPENSA CAPITAL, INC.

By: _____
Name: Juan Manuel Ponce Diaz
Title: President

By: _____
Name: Alberto Ponce Gutiérrez
Title: Vice President

By: _____
Name: Jose Luis Ponce Manzanilla
Title: Vice President

BUYER PARENT:

BEPENSA CAPITAL S.A. DE C.V.

By: _____
Name: Juan Manuel Ponce Diaz
Title: Board Member

By: _____
Name: Alberto Ponce Gutiérrez
Title: Board Member

By: _____
Name: Jose Luis Ponce Manzanilla
Title: Board Member

Schedule A

Buyer Disclosure Schedule

(To be attached)

Schedule B

Seller Disclosure Schedule

(To be attached)

Schedule C

Book Value Calculation Schedule

(To be attached)

Schedule D

Required Regulatory Approvals

(To be attached)

Exhibit A

Directors' List and Company Entities' List

1. Company: Arturo Rosas Barrientos.

Exhibit B

Form of Directors' Resignation Letter

(To be attached)

SCHEDULE II

Stalking Horse Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 15
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.,[1]	)	Case No. 22-10630 (JTD)
Debtor in a Foreign Proceeding.	)	**Re: Dkt. Nos. 95, 103, 104, 113 & 133**

NOTICE OF (I) APPROVAL AND DESIGNATION OF STALKING HORSE BIDDER, ENTRY INTO STALKING HORSE AGREEMENT, AND RELATED BID PROTECTIONS, AND (II) MODIFIED DEADLINES IN CONNECTION WITH THE SALE OF THE CHAPTER 15 DEBTOR'S EQUITY INTERESTS IN CRÉDITO REAL USA FINANCE, LLC

PLEASE TAKE NOTICE that the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), on December 15, 2022, the Bankruptcy Court entered the *Order: (A) Authorizing and Approving Bidding Procedures Relating to the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC; (B) Scheduling an Auction for, and Hearing to Approve, the Proposed Sale; (C) Approving the Form and Manner of Notice of Thereof; and (D) Granting Related Relief* [Docket No. 133] (the "**Bidding Procedures Order**"),[2] which, among other things, approved the bidding and auction procedures [Docket No. 133-1] (the "**Bidding Procedures**") for the sale (the "**Sale**") of substantially all of the Chapter 15 Debtor's direct and/or indirect equity interests in Crédito Real USA Finance, LLC (the "**CRUSAFin Interests**").

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order and the Bidding Procedures, the Mexican Liquidator and the Foreign Representative, on behalf of the Chapter 15 Debtor, and in consultation with the Ad Hoc Group,[3] determined that it would be in the best interest of the Chapter 15 Debtor and its creditors for the Chapter 15 Debtor to enter into a purchase and sale agreement (the "**Stalking**

[1] The last four identifying digits of the tax number and the jurisdiction in which the Chapter 15 Debtor pays taxes is Mexico – 6815. The Chapter 15 Debtor's corporate headquarters is located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Mexico City, Mexico.

[2] All capitalized terms used but not otherwise defined herein shall be given the meaning ascribed to them in the Bidding Procedures or the Stalking Horse Motion, as applicable.

[3] The "Ad Hoc Group" is an ad hoc group of creditors alleging to hold a portion of the Chapter 15 Debtor's US$2.5 billion outstanding funded debt obligations and consists of those parties identified in the *Verified Statement Pursuant to Bankruptcy Rule 2019*, Case No. 22-10696 (JTD) (Bankr. D. Del. Aug 4, 2022) [Docket No. 27].

Horse PSA") with Bepensa Capital, Inc. ("**Bepensa**") and to designate Bepensa as the Stalking Horse Bidder for the CRUSAFin Interests, subject to higher or better Bids.

PLEASE TAKE FURTHER NOTICE that the Foreign Representative filed the *Foreign Representative's Motion for Entry of an Order (I) Authorizing and Approving Entry into Stalking Horse Agreement and Related Bid Protections in Connection with the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. ___] (the "**Stalking Horse Motion**"), and a related motion to shorten the notice period and schedule an expedited hearing with respect to the Stalking Horse Motion on January 25, 2023 at 10:00 a.m. (Eastern Time).

PLEASE TAKE FURTHER NOTICE that on January ___, 2023, the Bankruptcy Court held a hearing to consider the Stalking Horse Motion and entered an *Order (I) Authorizing and Approving Entry Into Stalking Horse Agreement and Related Bid Protections in Connection with the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. __] (the "**Stalking Horse Order**") that, among other things, authorized and approved: (i) the Mexican Liquidator's and Foreign Representative's designation of Bepensa as the Stalking Horse Bidder for the CRUSAFin Interests; (ii) the Chapter 15 Debtor's entry into the Stalking Horse PSA and performance of certain obligations thereunder; (iii) related bid protections pursuant to the terms and conditions of the Stalking Horse PSA; (iv) the form and manner of notice thereof; and (v) related relief.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Stalking Horse PSA and Stalking Horse Order, the Chapter 15 Debtor has been authorized to grant the Stalking Horse Bidder certain Bid Protections as detailed in the Stalking Horse Order and Stalking Horse PSA. The Stalking Horse PSA also contemplates that prior to or substantially contemporaneous with a closing of the Sale, Crédito Real USA, Inc. will dividend the CRUSAFin Interests to the Chapter 15 Debtor such that, following such dividend, the CRUSAFin Interests will be a direct subsidiary of the Chapter 15 Debtor.

PLEASE TAKE FURTHER NOTICE that having announced the selection and approval of the Stalking Horse Bidder, the Foreign Representative will continue to solicit higher and better Bids for the CRUSAFin Interests in accordance with the Bidding Procedures and Stalking Horse Order and may proceed with conducting the Auction if other Qualified Bids are received by the Bid Deadline and in accordance with the terms of the Bidding Procedures and Stalking Horse Order.

PLEASE TAKE FURTHER NOTICE that the Foreign Representative, in an exercise of his rights pursuant to the Bidding Procedures Order, and having consulted with the Consultation Party, has modified the Deadlines related to the Sale as follows:

Event	Modified Deadline	Prior Deadline
Bid Deadline	**February 3, 2023 at 4:00 p.m. (Eastern Time)**	January 27, 2023 at 4:00 p.m. (Eastern Time)
Auction (if one is to be held)	**February 7, 2023 at 10:30 a.m. (Eastern Time)**	January 31, 2023 at 10:30 a.m. (Eastern Time)
Auction Objection Deadline	**February 10, 2023 at 4:00 p.m. (Eastern Time)**	February 3, 2023 at 4:00 p.m. (Eastern Time)
Sale Hearing	**February 15, 2023 at 2:00 p.m. (Eastern Time)**	February 7, 2023 at 10:00 a.m. (Eastern Time)

PLEASE TAKE FURTHER NOTICE that any party interested in submitting a Bid for the CRUSAFin Interests should carefully review the Bidding Procedures, Bidding Procedures Order, and Stalking Horse Order, and contact the Foreign Representative or his advisors. **Failure to abide by the Bidding Procedures and the Bidding Procedures Order may result in the rejection of a Bid.**

PLEASE TAKE FURTHER NOTICE that this Notice is subject to the terms and conditions of the Bidding Procedures Order and the Stalking Horse Order. Other than as explicitly modified by this Notice, the Stalking Horse Order, or any other Notice filed with the Court, the Bidding Procedures Order and the Bidding Procedures attached thereto remain in full force and effect. For the avoidance of doubt, the Foreign Representative shall consult with the Consultation Party with respect to any additional modifications to the Deadlines.

PLEASE TAKE FURTHER NOTICE that the Foreign Representative encourages parties in interest to review the Bidding Procedures Order, Bidding Procedures, and Stalking Horse Order in their entirety. **COPIES OF THE BIDDING PROCEDURES ORDER, BIDDING PROCEDURES, STALKING HORSE ORDER, STALKING HORSE PSA, OR ANY OTHER RELATED DOCUMENTS ARE AVAILABLE ON THE CHAPTER 15 DEBTOR'S WEBSITE AT www.creal.mx/en/financiera/eventos OR UPON REQUEST TO WHITE & CASE AT wccrusafin@whitecase.com OR 305-371-2700, ATTN: CRÉDITO REAL TEAM.**

[Remainder of Page Left Intentionally Blank]

Dated: January [___], 2023

/s/ *DRAFT*

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981)
John H. Knight (No. 3848)
Amanda R. Steele (No. 4430)
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
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jzakia@whitecase.com

Co-Counsel to Petitioner and Foreign Representative

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 15
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.,[1]	)	Case No. 22-10630 (JTD)
Debtor in a Foreign Proceeding.	)	**Re: Docket No. 152**

ORDER SHORTENING THE NOTICE AND OBJECTION PERIODS FOR, AND SCHEDULING AN EXPEDITED HEARING ON, THE STALKING HORSE MOTION

Upon the motion (the "**Motion to Shorten**")[2] of the Foreign Representative for entry of an order (this "**Order**") pursuant to sections 105(a) of the Bankruptcy Code, Bankruptcy Rules 2002 and 9006(c), and Local Rules 6004-1(c), 9006-1(c), and 9006-1(e), shortening the notice and objection period with respect to the Stalking Horse Motion and setting an expedited hearing with respect to the Stalking Horse Motion; and the Court having jurisdiction to consider the Motion to Shorten and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion to Shorten and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion to Shorten has been given and

[1] The last four identifying digits of the tax number and the jurisdiction in which the Chapter 15 Debtor pays taxes is Mexico – 6815. The Chapter 15 Debtor's corporate headquarters is located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Mexico City, Mexico.

[2] Where context requires, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Motion to Shorten.

that no other or further notice is necessary; and good and sufficient cause appearing therefor, it is hereby,

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion to Shorten is granted as set forth herein.

2. The Stalking Horse Motion shall be heard on January 25, 2023 at 10:00 a.m. (ET).

3. Any objection to the relief requested in the Stalking Horse Motion shall be filed by no later than January 24, 2023 at 12:00 p.m. (ET).

4. The Foreign Representative is hereby authorized and empowered to take all reasonable actions as may be necessary to implement and effect the terms and requirements established in this Order.

5. The Court has and will retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: January 19th, 2023
Wilmington, Delaware

JOHN T. DORSEY
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 15
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.,[1]	Case No. 22-10630 (JTD)
Debtor in a Foreign Proceeding.	**Re: Dkt. Nos. 95, 103, 104, 113 & 133** **Proposed Objection Deadline: January 24, 2023 at 12:00 p.m. (ET)** **Proposed Hearing Date: January 25, 2023 at 10:00 a.m. (ET)**

FOREIGN REPRESENTATIVE'S MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING ENTRY INTO STALKING HORSE AGREEMENT AND RELATED BID PROTECTIONS IN CONNECTION WITH THE SALE OF CHAPTER 15 DEBTOR'S EQUITY INTERESTS IN CRÉDITO REAL USA FINANCE, LLC, (II) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (III) GRANTING RELATED RELIEF

Robert Wagstaff (the "**Foreign Representative**"), in his capacity as duly appointed foreign representative by Mr. Fernando Alonso-de-Florida Rivero, the court-appointed liquidator (*Liquidador Judicial*) (the "**Mexican Liquidator**") of the Special Expedited Commercial proceeding (*Via Sumaria Especial Mercantil*) for the dissolution and liquidation (the "**Mexican Liquidation Proceeding**") of Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., ("**Crédito Real**" or the "**Chapter 15 Debtor**" and, together with its affiliates, the "**Company**") pending in the 52nd Civil State Court of Mexico City pursuant to, among others, Articles 229, 232, 233, and 236 of the *Ley General de Sociedades Mercantiles*, by and through his undersigned counsel, hereby files this motion (the "**Motion**") for entry of an order substantially in the form attached hereto as **Exhibit A** (the "**Stalking Horse Order**") authorizing and approving: (i) the Mexican Liquidator's and the Foreign Representative's designation of the Stalking Horse Bidder

[1] The last four identifying digits of the tax number and the jurisdiction in which the Chapter 15 Debtor pays taxes is Mexico – 6815. The Chapter 15 Debtor's corporate headquarters is located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Mexico City, Mexico.

(as defined below); (ii) the Chapter 15 Debtor's entry into a purchase and sale agreement with the Stalking Horse Bidder (the "**Stalking Horse PSA**"), a copy of which is attached hereto as **Exhibit B**; (iii) the grant of certain Bid Protections (as defined below) to the Stalking Horse Bidder in connection therewith; (iv) the form and manner of notice thereof; and (v) related relief. In support of the Motion, the Foreign Representative relies upon and incorporates by reference the *Declaration of Robert Wagstaff in Support of Foreign Representative's Motion for Entry of an Order (I) Authorizing and Approving Entry into Stalking Horse Agreement and Related Bid Protections in Connection with the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* (the "**Third Wagstaff Declaration**"), filed contemporaneously herewith.[2] In further support of the Motion, the Foreign Representative, by and through the undersigned counsel, states as follows:

PRELIMINARY STATEMENT

1. By this Motion, the Foreign Representative seeks, among other relief, approval of (i) Bepensa Capital, Inc. as the stalking horse bidder (the "**Stalking Horse Bidder**" or "**Bepensa**") for the purposes of establishing a minimum acceptable offer, solicitation, or

[2] Additional factual background and information regarding the proposed Sale is set forth in detail in the *Declaration of Robert Wagstaff in Support of Foreign Representative's Amended Bidding Procedures Motion for Entry of Orders Pursuant to 11 U.S.C. §§ 105(a) and 1519(a): (I)(A) Authorizing and Approving Bidding Procedures Relating to the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC; (B) Scheduling an Auction for, and Hearing to Approve, the Proposed Sale; and (C) Approving the Form and Manner of Notice Thereof; (II) Authorizing and Approving the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC Free and Clear of all Liens, Claims, Encumbrances, and Interests; and (III) Granting Related Relief* [ECF No. 104] (the "**First Wagstaff Declaration**"), and the *Supplemental Declaration of Robert Wagstaff in Support of Foreign Representative's Amended Bidding Procedures Motion for Entry of Orders Pursuant to 11 U.S.C. §§ 105(a) and 1519(a): (I)(A) Authorizing and Approving Bidding Procedures Relating to the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC; (B) Scheduling an Auction for, and Hearing to Approve, the Proposed Sale; and (C) Approving the Form and Manner of Notice Thereof; (II) Authorizing and Approving the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC Free and Clear of all Liens, Claims, Encumbrances, and Interests; and (III) Granting Related Relief* [ECF No. 113] (the "**Second Wagstaff Declaration**").

proposal for the CRUSAFin Interests (as defined below) and (ii) the granting of certain bid protections to the Stalking Horse Bidder in connection therewith. As outlined in the Third Wagstaff Declaration, the Foreign Representative believes the Stalking Horse PSA represents the highest and best bid received to date and provides a competitive baseline bid for the CRUSAFin Interests.

2. Since 2021, the Company has been actively marketing the sale of Crédito Real USA Finance, LLC ("**CRUSAFin**"), a majority-owned, U.S. subsidiary that is a leading auto loan lending business based in Fort Lauderdale, Florida and the principal U.S. asset of the Company. Ultimately, on December 15, 2022, the Court entered an order [ECF No. 133] (the "**Bidding Procedures Order**") authorizing the Foreign Representative to run a formal section 363 sale process with related bidding procedures [ECF 133-1] (the "**Bidding Procedures**")[3] for the proposed sale (the "**Sale**" or "**Sale Transaction**") of the Chapter 15 Debtor's direct and/or indirect equity interests in CRUSAFin (the "**CRUSAFin Interests**"). Consistent with the Bidding Procedures, the Foreign Representative and the Mexican Liquidator launched the Court-supervised 363 sale process in December 2022. In parallel, the Foreign Representative, Mexican Liquidator, CRUSAFin's management, and Riveron Consulting LLC ("**Riveron**"), continued to conduct a competitive stalking horse bidding process and, as outlined in the Third Wagstaff Declaration, received a robust stalking horse proposal from the Stalking Horse Bidder. Over the course of several weeks, including through the holidays, all parties continued to negotiate in good faith to finalize the legal documentation in connection therewith. This Motion is the culmination of all those efforts and marks the next critical step in the Sale process.

[3] Capitalized terms not otherwise defined or indicated herein shall have the meanings given to such terms in the Bidding Procedures approved by the Court pursuant to the Bidding Procedures Order.

3. The Stalking Horse PSA represents the highest and best offer for 100% of the equity interests of CRUSAFin, including the CRUSAFin Interests and the interests held by Scot Seagrave. Although the Stalking Horse PSA represents a bid for 100% of the equity at a purchase price at $62 million, the Stalking Horse Bidder has negotiated an agreement with Mr. Seagrave whereby he has agreed to retain and rollover half of his equity interests and sell the other half under the Stalking Horse PSA. Therefore, the Stalking Horse Bid provides for the purchase of a total of 97.64% of the existing equity interests of CRUSAFin (the "**Acquired Interests**") for a base purchase price of $60,536,800.00, subject to certain adjustments as detailed in the Stalking Horse PSA. As is customary, the Stalking Horse Bidder's agreement to the terms contained in the Stalking Horse PSA, including holding its offer open though the remainder of the sale process, is contingent on the Court's entry of the proposed Stalking Horse Order and grant of bid protections. These bid protections include a breakup fee equal to approximately 3.0% of the proposed purchase price for 100% of the equity interests, and the reimbursement of the Stalking Horse Bidder's expenses up to $750,000, all as more fully detailed below and in the Stalking Horse PSA.

4. As is also customary, the Stalking Horse PSA requires that this Court grant the bid protections by a date certain (here, within 15 days of the filing of this Motion) or the Stalking Horse Bidder would have the right to terminate the Stalking Horse Bid. Because time is of the essence, contemporaneously with the filing of this Motion, the Foreign Representative filed a motion to shorten notice of this Motion with a request that the Court schedule a hearing on the Motion on January 25, 2023 (or as soon as possible thereafter). Expeditious consideration of the Motion is critical to maintaining a competitive bidding for the CRUSAFin Interests and a value-maximizing sale process for the benefit of all stakeholders.

5. Importantly, based on the progress that has been made in the Sale Process and the finalization of the Stalking Horse PSA, CRUSAFin's largest secured lender, Wells Fargo Bank, N.A. ("**Wells Fargo**"), agreed to extend the maturity date of its existing credit facility from January 30, 2023 to April 14, 2023. This extension allows the Chapter 15 Debtor additional time to complete its sale process and close a transaction with a successful bidder. In light of this extension, and assuming the Stalking Horse Order is entered on or around January 25, 2023, the Foreign Representative proposes to further extend the remaining Sale process Deadlines by one week to allow other interested buyers additional time to review the Stalking Horse PSA and finalize their Bids by the Bid Deadline. Specifically, the Foreign Representative would extend the Deadlines in the Bidding Procedures as follows: (i) the Bid Deadline will be extended from January 27, 2023 to February 3, 2023; (ii) the Auction date from January 31, 2023 to February 7, 2023; (iii) the Auction Objection Deadline from February 3, 2023 to February 10, 2023; and (iv) the Sale Hearing to be scheduled on February 15, 2023 at 2:00 p.m. (ET). The Foreign Representative will provide notice of the extended dates and deadlines in the Stalking Horse Notice (as defined herein).

6. In sum, the Foreign Representative believes that the relief requested herein, combined with the relief granted by the Bidding Procedures Order, will allow the Chapter 15 Debtor to efficiently pursue a value-maximizing Sale of the CRUSAFin Interests and provide a significant source of value to all creditors of the Chapter 15 Debtor. The proposed transaction with the Stalking Horse Bidder, entry into the Stalking Horse PSA, and approval of the Bid Protections clearly serve the best interests of the Chapter 15 Debtor and its creditors and other stakeholders. Therefore, the Foreign Representative respectfully requests that the Court grant the relief requested herein.

RELIEF REQUESTED

7. By this Motion, pursuant to sections 105(a), 363, 1501, 1519, and 1522 of title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), Rules 2002, 6004, and 9007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the Foreign Representative seeks entry of the Stalking Horse Order, substantially in the form attached hereto as **Exhibit A**:

(i) approving and designating Bepensa Capital, Inc. as the Stalking Horse Bidder for the CRUSAFin Interests;[4]

(ii) authorizing the Chapter 15 Debtor to enter into and perform certain obligations under the Stalking Horse PSA, subject to the solicitation of higher or otherwise better Bids, on the terms set forth in the Stalking Horse Bid and the Stalking Horse PSA;

(iii) approving the Break-Up Fee and Expense Reimbursement (each as defined in the Stalking Horse PSA and, collectively, the "**Bid Protections**") and authorizing the Chapter 15 Debtor to pay any amounts that may become payable to the Stalking Horse Bidder on account of such Bid Protections pursuant to the terms and conditions of the Stalking Horse PSA;

(iv) approving the form and manner of the notice of, among other things, entry of the Stalking Horse Order and designation of the Stalking Horse Bid (the "**Stalking Horse Notice**"); and

(v) granting related relief.

JURISDICTION, VENUE AND PREDICATES FOR RELIEF

8. This Court has jurisdiction to consider this Motion and the relief requested herein under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* of the United

[4] The Stalking Horse Bidder's ultimate parent, Bepensa Capital S.A. de C.V., is also a party to the Stalking Horse PSA for purposes of guaranteeing the Stalking Horse Bidder's obligations thereunder, including its financial obligations. The Stalking Horse Bidder, however, is the entity that is proposed to acquire the Acquired Interests at Closing, subject to all conditions in the Stalking Horse PSA, including the Court's approval of the Sale.

States District Court for the District of Delaware dated February 29, 2012 (Sleet, C.J.). This is a core proceeding under 28 U.S.C. § 157(b)(2) as to which the Bankruptcy Court has the power to enter a final judgment.

9. Venue of this Chapter 15 Case and the Motion is proper in this District pursuant to 28 U.S.C. § 1410(1).

10. Pursuant to Local Rule 9013-1(f), the Foreign Representative consents to the entry of a final judgment or order with respect to this Motion if it is determined that this Court lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties.

BACKGROUND

I. Overview

11. After marketing the CRUSAFin Interests for sale outside of a bankruptcy proceeding for almost a year, in July 2022, the Foreign Representative and Mexican Liquidator, on behalf of the Chapter 15 Debtor, determined that resuming the marketing process via section 363 of the Bankruptcy Code as part of the Chapter 15 Case, would expedite a value-maximizing sale of the CRUSAFin Interests.

12. On October 26, 2022, the Foreign Representative filed a motion seeking approval of the Bidding Procedures and ultimate approval of a Sale of the CRUSAFin Interests [ECF No. 95]. Multiple adjournments of the pending chapter 15 Verified Petition [ECF No. 2], however, delayed approval of the Bidding Procedures. As a result, on November 29, 2022, the Foreign Representative filed an amended bidding procedures motion seeking approval of the Bidding Procedures pursuant to section 1519 of the Bankruptcy Code [ECF No. 103] (the "**Amended Bidding Procedures Motion**").

13. On December 15, 2022, the Court approved the Bidding Procedures [ECF No. 133-1], setting key dates and deadlines for the Foreign Representative to obtain Bids on the CRUSAFin Interests, conduct an Auction, and hold a Sale Hearing. The Bidding Procedures Order and Bidding Procedures contemplated that the Foreign Representative may select one or more stalking horse bids and enter into a stalking horse agreement for the CRUSAFin Interests upon which he would seek expedited approval by separate motion and order of such stalking horse agreement, including any bid protections provided therein. *See* Bidding Procedures at 3; *see id.* Bidding Procedures Order ¶ 9.

14. On January 9, 2023, the Foreign Representative and Mexican Liquidator, in the exercise of their reasonable business judgment, and after consulting with the Consultation Party, determined that a two-week extension to the Bid Deadline, date for the Auction, and Sale Hearing was in the best interest of the Chapter 15 Debtor and its creditors. The Foreign Representative subsequently filed a notice [ECF No. 146] reflecting the originally modified Deadlines and communicated the new dates to all active bidders.

A. Stalking Horse Solicitation Process

15. In July 2022, as part of the re-launch of a section 363 sale process, the Mexican Liquidator granted virtual data room access to potential buyers that had signed confidentiality agreements and provided satisfactory indications of interest (whether oral or written) so that they could perform additional diligence and exchange information with BNP (the Company's former investment banker), CRUSAFin, the Foreign Representative, and the Mexican Liquidator, on behalf of the Chapter 15 Debtor. First Wagstaff Decl. ¶ 17. Additional outreach to 12 new potential investors resulted in five more parties executing confidentiality agreements. *Id.* From July through September 2022, four potential purchasers were active in the data room conducting

diligence and having a dialogue with BNP, the Foreign Representative, and the Mexican Liquidator. *Id.* Although several non-binding proposals were received during this time, the uncertainty regarding recognition of the Mexican Liquidation Proceeding and the ability to conduct a section 363 sale process in this Chapter 15 Case resulted in no bid being finalized.

16. In October 2022, Riveron, with the input of the Mexican Liquidator and the Chapter 15 Debtor's advisors, created a shortlist of two potential purchasers that could serve as a stalking horse bidder (the "**Potential Stalking Horse Bidders**"). Third Wagstaff Decl. ¶ 7. Riveron considered the following parameters when constructing that shortlist: (1) overall attractiveness of the proposal from a valuation perspective and other material terms; (2) whether the proposed buyer had sufficient capital to complete a sale; (3) whether the proposed buyer had familiarity with the CRUSAFin business and the North-American consumer automobile loan market; and (4) whether the proposed buyer had expertise with both the business services and financing elements of the CRUSAFin platform. *Id*.

17. On or around November 2, 2022, Riveron, on behalf of the Chapter 15 Debtor, sent a formal stalking horse process letter to the Potential Stalking Horse Bidders requesting that final binding stalking horse proposals be submitted by November 11, 2022. Third Wagstaff Decl. ¶ 8. On November 10, 2022, Riveron, on behalf of the Chapter 15 Debtor, sent an email to the Potential Stalking Horse Bidders informing them that the deadline for the submission of stalking horse proposals was extended to November 30, 2022. *Id*. Between October and November 30, 2022, CRUSAFin's management, Riveron, and the Foreign Representative held various calls with the Potential Stalking Horse Bidders. *Id*. During that same time period, CRUSAFin's management and Riveron continued to support the diligence efforts of all other interested parties that had signed a non-disclosure agreement. *Id*. On November 11, 2022, in

compliance with the initial deadline contained in the November 2nd formal stalking horse process letter, the Stalking Horse Bidder submitted its binding proposal to the Foreign Representative. *Id*. Throughout December 2022 and early January 2023, the Mexican Liquidator, the Foreign Representative, and Riveron negotiated extensively with the Stalking Horse Bidder and its advisors to finalize the terms of its Bid. *Id*. The final terms of the Bid are memorialized in the Stalking Horse PSA.

18. In parallel with the discussions with the Stalking Horse Bidder, the Foreign Representative, the Mexican Liquidator, and their advisors have successfully negotiated a further extension of the maturity of the existing credit facility of approximately $52.6 million outstanding (the "**Wells Fargo LOC**") between CRUSAFin and Wells Fargo, which is guaranteed by the Chapter 15 Debtor. *Id.* ¶ 10. Wells Fargo has agreed to extend the maturity date of the Wells Fargo LOC from January 31, 2023 to April 14, 2023. *Id.*

II. The Stalking Horse Bid

19. As noted, over the course of several months, the Stalking Horse Bidder has performed a substantial amount of diligence and engaged in good faith, arms'-length negotiations, all of which culminated in the material terms of the Stalking Horse Bid and the Stalking Horse PSA. Third Wagstaff Decl. ¶ 11. The Stalking Horse PSA was actively negotiated and finalized between the Chapter 15 Debtor, Scot Seagrave, and the Stalking Horse Bidder, with the assistance of each of their respective advisors. *Id.* The Stalking Horse Bid is valued at $62,000,000.00 (the "**Initial Purchase Price**") for 100% of the equity interests of CRUSAFin. *Id.* ¶ 12. Mr. Seagrave, however, has agreed with the Stalking Horse Bidder to roll over half of his membership interests into membership interests in the post-closing CRUSAFin. *Id.* This is reflected in the Stalking Horse PSA, which provides for a base purchase price of

$60,536,800.00 (the "**Base Purchase Price**") for the purchase of a total of 97.64% of the outstanding equity interests of CRUSAFin (comprised of all of the CRUSAFin Interests (95.28%) plus half of Mr. Seagrave's equity interests (2.36%)). The Base Purchase Price is subject to a book value adjustment at Closing. *Id*. Without accounting for such book value adjustments, the portion of the Base Purchase Price allocated for the CRUSAFin Interests equals $59,073,600.00. *Id.* The Stalking Horse Bid contemplates payment of the final purchase price in cash, providing the Chapter 15 Debtor certainty of value. *Id*. When compared to other offers received, the Stalking Horse Bid is the best bid received to date. *Id*.

20. An accurate summary of the material terms of the Stalking Horse Bid, which are memorialized in the Stalking Horse PSA (including terms that are required to be highlighted pursuant to Local Rule 6004-1(b)), is set forth in the table below.

Summary of Stalking Horse Bid[5]	
Purchased Assets	The assets to be purchased by the Stalking Horse Bidder include (i) 100% of the CRUSAFin Interests and (ii) 50% of Mr. Seagrave's equity interests in CRUSAFin, for a total of 97.64% of the equity interests of CRUSAFin (referred to herein and in the Stalking Horse PSA as the "**Acquired Interests**").
Purchase Price *Stalking Horse PSA § 2.2*	The Stalking Horse Bid represents a bid for 100% of the equity interests of CRUSAFin valued at $62 million. The Stalking Horse Bidder, however, has agreed with Mr. Seagrave that half of his membership interests shall roll over. Therefore, the aggregate base purchase price for the Acquired Interests equals $60,536,800.00, and is subject to certain adjustments based on any book value surplus or book value deficit. Without accounting for such book value adjustments, the base purchase price for the CRUSAFin Interests equals $59,073,600.00.

[5] This summary is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Stalking Horse PSA, the Stalking Horse PSA shall govern in all respects. Capitalized terms that are not otherwise defined in this table shall have the meanings ascribed to them in the Stalking Horse PSA attached hereto as **Exhibit B**.

Summary of Stalking Horse Bid[5]	
Termination *Stalking Horse PSA § 9.1*	As set forth in Section 9.1 of the Stalking Horse PSA, the Stalking Horse PSA may be terminated based on several events, including, *inter alia*, the following: (i) by mutual consent of the parties; (ii) by Sellers or Buyer if there is a law that makes consummation of the Transaction illegal or otherwise prohibited; (iii) upon Sellers' written agreement to enter into an Alternative Transaction; (iv) by Buyer or Sellers, if the other party has breached the terms of the Stalking Horse PSA that would prevent satisfaction of the conditions to Closing; (v) by Buyer, if the Sale Order has not been entered by March 3, 2023; (vi) by Buyer, if Sellers consummate an Alternative Transaction; or (vi) by either party if the Sale has not been consummated by the Outside Date. The Chapter 15 Debtor may also terminate the Stalking Horse PSA if the Mexican Liquidator determines, upon advice from outside legal counsel, that not proceeding with the Transaction or terminating the Stalking Horse PSA is in the best interests of the Chapter 15 Debtor's creditors, and is necessary for him to fulfill his fiduciary obligations under Law (the "**Fiduciary Duty**"), including to pursue an Alternative Transaction.

Summary of Stalking Horse Bid[5]	
Bid Protections and Overbid Protections *Stalking Horse PSA §§ 6.12(a)(i)(5), 6.12(h)*	A break-up fee equal to $1,860,000.00 (the "**Break-Up Fee**") (3.0% of the Initial Purchase Price) and reimbursement of all actual, documented and necessary reasonable out of pocket costs, fees and expenses incurred by Buyer in connection with the Transaction, including in the investigation, evaluation, negotiation, and documentation of the Transaction (other than any cost or expense related to or arising from any claims or disputes among Buyer or its Affiliates, on the one hand, and any Seller or its Affiliates, on the other hand, arising from Buyer's breach or failure to perform any of its agreements, covenants or obligations hereunder or under any other Transaction Document), up to an aggregate amount of $750,000.00 (the "**Expense Reimbursement**"). The Bid Protections shall be deemed earned upon the valid termination of Stalking Horse PSA under either Section 9.1(b)(ii) (*Written Agreement for Alternative Transaction*), Section 9.1(f)(i) (*Alternative Transaction Consummated*), or Section 9.1(i) (*Fiduciary Out*) of the Stalking Horse PSA, but only if, Buyer is not then in breach of any provision of the Stalking Horse PSA. Upon satisfaction of any trigger for the Bid Protections, Buyer shall be deemed to have earned the Break-Up Fee and Expense Reimbursement, which shall be paid in cash, by wire transfer of immediately available funds following consummation of such Alternative Transaction out of the proceeds of such Alternative Transaction to an account designated by Buyer. To be deemed a Qualified Bid, a Bid must provide cash consideration that, in the Foreign Representative's and Mexican Liquidator's reasonable business judgment, in consultation with the Consultation Party, is greater than $65,110,000 with respect to 100% of the equity interests of CRUSAFin (which is comprised of (i) a $62 million valuation for 100% of the equity interests of CRUSAFin, plus (ii) the Bid Protections, plus (iii) $500,000); *provided, however*, and for the avoidance of doubt, if a Bid proposes to purchase less than 100% of the Seagrave Interests (as defined in the Bidding Procedures) based on an agreement with Mr. Seagrave, then the amount in (i) above, and consequently the total amount, shall be adjusted accordingly. Pursuant to the proposed Stalking Horse Order, if the Stalking Horse Bidder submits an Overbid at the Auction (if one is to be held), the Stalking Horse Bidder shall be entitled to a dollar-for-dollar credit equal to the sum of the Break-Up Fee and Expense Reimbursement in connection with such Overbid.
Sale to Insider *Del. Bank. L.R. 6004-1(b)(iv)(A)*	The transactions contemplated by the Stalking Horse PSA do not include any sales to Insiders.

Summary of Stalking Horse Bid[5]	
Agreements with Management *Del. Bank. L.R. 6004-1(b)(iv)(B)*	The Stalking Horse Bidder plans on retaining certain key CRUSAFin executives, including Mr. Seagrave, after the Closing of the Sale pursuant to separate individual employment agreements.
Releases *Del. Bank. L.R. 6004-1(b)(iv)(C)* *Stalking Horse PSA § 6.10*	The Stalking Horse PSA contains standard and customary releases by the Buyer in favors of the Sellers and their predecessors, successors, and assigns of all claims arising out of or related to facts, events, circumstances or actions taken by any of the released parties occurring or failing to occur, in each case, at or prior to the Closing. The Stalking Horse PSA also contains a release by the Sellers in favor of CRUSAFin and its predecessors, successors, and assigns arising out of or related to facts, events, circumstances or actions taken by any of such persons occurring or failing to occur, in each case, at or prior to the Closing.
Private Sale/No Competitive Bidding *Del. Bank. L.R. 6004-1(b)(iv)(D)* *Stalking Horse PSA § 6.12(b)*	The Stalking Horse PSA is subject to consideration by the Foreign Representative and Mexican Liquidator (in consultation with the Consultation Party) of higher or otherwise better Qualified Bid for the sale of the CRUSAFin Interests. An Auction, if any, is contemplated to be conducted on February 7, 2023 if more than one Qualified Bid is received by the Bid Deadline.
Selected Affirmative Covenants *Del. Bank. L.R. 6004-1(b)(iv)(E)* *Stalking Horse PSA Article VI*	The Stalking Horse PSA contains standard and customary covenants for transactions of this type. Additionally, the Stalking Horse PSA requires the parties to use commercially reasonable efforts to, as applicable to such party (i) promptly take, or cause to be taken, any and all actions that may be necessary, proper or advisable to consummate the Transaction and the other transactions contemplated by Stalking Horse PSA or the Transaction Documents, (ii) prepare and make, as soon as is practical following the date when Buyer is selected as the Successful Bidder, all necessary, proper or advisable filings, notices or other communications in connection with the Transaction or the other transactions contemplated by the Stalking Horse PSA or by any of the Transaction Documents that may be required to obtain any necessary Consent or Regulatory Approvals prior to the Closing Date and (iii) with respect to the Consents set forth in Section 3.5(a) of the Seller Disclosure Schedule and Regulatory Approvals in Section 3.5(b) of the Seller Disclosure Schedule, as soon as is practical following the date when Buyer is approved as the Successful Bidder, submit such necessary, proper or advisable filings or notices. The Stalking Horse PSA also contemplates that non-debtor Crédito Real USA, Inc. will, prior to or at closing, dividend the CRUSAFin Interests to the Chapter 15 Debtor, such that following such dividend, CRUSAFin will become a direct subsidiary of the Chapter 15 Debtor (such transfer, the "**Reorganization**").

Summary of Stalking Horse Bid[5]	
Closing Deadlines *Del. Bank. L.R. 6004-1(b)(iv)(E)* *Stalking Horse PSA § 2.4*	The Outside Date for the Closing of the Sale is 90 days following entry of the Sale Order. The Closing shall occur (i) on the ninth Business Day following the satisfaction or waiver of the conditions set forth in Article VII of the Stalking Horse PSA (other than any such conditions which by their terms are not capable of being satisfied until the Closing Date) is satisfied or, when permissible, waived, or (ii) on such other date on a Business Day or at such other time or place as the Parties may mutually agree upon in writing.
Bankruptcy Milestones *Del. Bank. L.R. 6004-1(b)(iv)(E)* *Stalking Horse PSA § 6.12(d)*	No later than 15 days after filing this Motion, the Stalking Horse Order shall have been entered. No later than March 3, 2023, the Bankruptcy Court shall have entered the Sale Order. Within two Business Days of entry of the Sale Order, Parent shall have caused the publication of a Notice of Entry of the Sale Order. No less than fifteen (15) days after the entry of the Sale Order and no later than the Outside Date, the Closing shall have occurred.
Good Faith Deposit *Del. Bank. L.R. 6004-1(b)(iv)(F)* *Stalking Horse PSA § 2.3*	Promptly, but no later than two Business Days following the filing of this Motion, Buyer shall immediately deposit an aggregate amount equal to five percent of the Base Purchase Price in cash into an escrow account with RLF. Upon selection of the Stalking Horse Bidder as the Successful Bidder, Buyer shall promptly (and in any event within two Business Days thereof) deposit an additional aggregate amount equal to five percent of the Base Purchase Price in cash into RLF's escrow account, such that the Deposit will equal ten percent of the Base Purchase Price.
Interim Arrangements with Proposed Buyer *Del. Bank. L.R. 6004-1(b)(iv)(G)*	The Stalking Horse PSA does not contemplate entry into any interim arrangements with the Buyer.
Use of Proceeds *Del. Bank. L.R. 6004-1(b)(iv)(H)*	There are no provisions in the Stalking Horse PSA that restrict the Chapter 15 Debtor's use of the proceeds of the Transaction.
Tax Exemption *Del. Bank. L.R. 6004-1(b)(iv)(I)*	The Sellers and the Buyer will structure the Transaction in a tax-efficient manner (mutually agreed to by the parties) to the extent practicable.

Summary of Stalking Horse Bid[5]	
Record Retention *Del. Bank. L.R. 6004-1(b)(iv)(J)* *Stalking Horse PSA § 6.18*	For a period of seven (7) years after the Closing Date or such other longer period as required by Law, Buyer shall preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records of the CRUSAFin and its subsidiaries (including (i) any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations and (ii) all tax returns, schedules, work papers and other material records or other documents relating to taxes of the Company Entities), in each case, to the extent in the possession of Buyer and relating to the conduct of the business and operations of CRUSAFin and its subsidiaries prior to the Closing Date.
Sale of Avoidance Actions *Del. Bank. L.R. 6004-1(b)(iv)(K)*	The Stalking Horse PSA does not provide for the sale of any claims or avoidance actions of the Chapter 15 Debtor.
Requested Findings as to Successor Liability *Del. Bank. L.R. 6004-1(b)(iv)(L)* *Stalking Horse PSA § 6.12(a)(ii)*	A condition precedent to the closing of the Transaction is that the Court shall have entered the Sale Order in form and substance reasonably satisfactory to Buyer, and such Sale Order shall be a final, non-appealable order. The Chapter 15 Debtor expects the Sale Order will include customary findings concerning the absence of successor liability with respect to the CRUSAFin Interests for the Buyer, including a finding that Buyer is not a mere continuation of Parent and shall have no obligations with respect to any liabilities of or claims against Parent, except as may be expressly set forth in the Stalking Horse PSA.
Sale Free and Clear of Liens *Del. Bank. L.R. 6004-1(b)(iv)(M)* *Stalking Horse PSA § 6.12(a)(ii)*	A condition precedent to the closing of the Sale Transaction is that the Court shall have entered a Sale Order finding that the CRUSAFin Interests are being sold free and clear of all liabilities not expressly assumed by the Buyer under the Stalking Horse PSA after giving effect to the Reorganization.
Credit Bid *Del. Bank. L.R. 6004-1(b)(iv)(N)*	No portion of the consideration provided is in the form of a credit bid.
Relief from Bankruptcy Rule 6004(h) *Del. Bank. L.R. 6004-1(b)(iv)(O)* *Stalking Horse PSA § 7.1(b)*	The Foreign Representative will not be requesting any relief from Bankruptcy Rule 6004(h). The Sale Order becoming a final, non-appealable order is a condition precedent to the Closing.

21. The Chapter 15 Debtor and other Sellers have agreed to pay the Stalking Horse Bidder, under certain conditions outlined in the Stalking Horse PSA, (i) a Break-Up Fee in the amount of $1,860,000.00, which equates to 3.0% of the Initial Purchase Price, and (ii) an Expense Reimbursement up to an aggregate amount of $750,000.00. Third Wagstaff Decl. ¶ 14.

In the aggregate, the Bid Protections represent 4.2% of the Initial Purchase Price. *Id*. As summarized above, the Bid Protections shall be deemed earned only in the event the Sellers decide to terminate the Stalking Horse PSA because they (i) have entered into or consummated an alternative Sale Transaction for the CRUSAFin Interests or (ii) determine that not proceeding with the Sale to the Stalking Horse Bidder or terminating the Stalking Horse PSA is in the best interests of the Chapter 15 Debtor's creditors and is necessary to fulfill their fiduciary obligations (the "**Fiduciary Out**"). Stalking Horse PSA §6.12(h).

22. Importantly, if the Bid Protections become payable pursuant to the Stalking Horse PSA, such payments are the sole and exclusive remedy of the Stalking Horse Bidder with respect to the termination and/or breach of the Stalking Horse PSA. If the Expense Reimbursement becomes due and payable pursuant to the terms of the Stalking Horse PSA, and the Stalking Horse Bidder seeks payment of any such amount from the Chapter 15 Debtor, the Stalking Horse Bidder will have to provide reasonably detailed documentation for such Expense Reimbursement to the Chapter 15 Debtor (which documentation shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any confidential or commercially sensitive information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, any benefits of the attorney work-product doctrine, or any privilege or protection from disclosure of such information).

23. The Chapter 15 Debtor and the Stalking Horse Bidder and their advisors are negotiating a proposed form of sale order approving the Sale Transaction pursuant to the Stalking Horse PSA (the "**Proposed Sale Order**"). The Foreign Representative intends to file the Proposed Sale Order prior to the Sale Hearing, and intends to seek entry of the Proposed Sale

Order upon the selection of the Successful Bidder pursuant to the Bidding Procedures. The Proposed Sale Order will likely, among other things, (i) approve the sale of the CRUSAFin Interests free and clear under section 363(f) of the Bankruptcy Code after giving effect to the Reorganization, (ii) contain a finding that the Stalking Horse Bidder is not a successor or mere continuation of the Chapter 15 Debtor, (iii) require the Sellers to cause a notice of entry of the Sale Order to be published in the *New York Times* and *El Financiero* within two business days of the Court's entry of the Sale Order, and (iv) require the Sellers to consummate the Reorganization prior to the Closing of the Sale Transaction.

III. Notice Procedures

24. Stalking Horse Notice. Within two (2) business days after the entry of the Stalking Horse Order, or as soon thereafter as practicable, the Foreign Representative (or his agents) shall serve by first-class mail, postage prepaid, and email (if known), the Stalking Horse Notice, substantially in the form attached to the Stalking Horse Order as Schedule II on the following parties: (i) the U.S. Trustee; (ii) counsel to the Ad Hoc Group, Akin Gump Strauss Hauer & Feld LLP, Attn: Ira S. Dizengoff (idizengoff@akingump.com), David H. Botter (dbotter@akingump.com), Abid Qureshi (aqureshi@akingump.com), and James R. Savin (jsavin@akingump.com); (iii) counsel to Wells Fargo Bank, N.A.; (iv) counsel to The Bank of New York Mellon as indenture trustee under the indentures of certain senior unsecured notes and certain subordinated perpetual notes issued by the Chapter 15 Debtor; (v) any known affected creditor(s) asserting a lien, claim, or encumbrance against, or interest in, the relevant assets; (vi) any party that has expressed an interest in purchasing the CRUSAFin Interests during the last three (3) months; (vii) the Internal Revenue Service; (viii) United States Attorney for the District of Delaware; (ix) the Mexican National Banking and Securities Commission (*Comisión*

Nacional Bancaria y de Valores); (x) the state attorneys general for all states in which the Chapter 15 Debtor conducts business; and (xi) any such other party entitled to receive notice pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**"). The Foreign Representative shall also publish the Stalking Horse Notice, in English and Spanish, on the Chapter 15 Debtor's website. The Foreign Representative submits that such notice is sufficient and proper notice of the Chapter 15 Debtor's designation of the Stalking Horse Bidder, Stalking Horse PSA, the Bid Protections, and the extension of the Deadlines with respect to known interested parties.

BASIS FOR RELIEF

A. Designation of the Stalking Horse Bidder and Entry into the Stalking Horse PSA is a Sound Exercise of the Foreign Representative's and Mexican Liquidator's Business Judgment and Should be Approved.

25. Sections 105(a), 363(b), 1501, 1519, and 1522 of the Bankruptcy Code and the Bidding Procedures Order allow the Foreign Representative to enter into the Stalking Horse PSA and designate Bepensa as the Stalking Horse Bidder to facilitate a robust process for the Sale of the CRUSAFin Interests.

26. This Court already ordered that section 363 of the Bankruptcy Code apply to this Chapter 15 Case with respect to the sale of the CRUSAFin Interests, pursuant to sections 105(a) and 1519 of the Bankruptcy Code. Bidding Procedures Order ¶ 3. Specifically, the Bidding Procedures Order authorizes the Foreign Representative and Mexican Liquidator to pursue the Sale pursuant to the Bidding Procedures and to the "prudent exercise of their business judgment" to execute an agreement with a stalking horse bidder after consulting with the Consultation Party (if any) as provided in the Bidding Procedures. Bidding Procedures Order ¶ 9. Moreover, the Bidding Procedures Order authorizes the Foreign Representative to seek approval "on an

expedited basis, of [a stalking horse agreement], including any bid protections that may be provided therein." *Id.* The relief sought herein is an extension of the Bidding Procedures Order and furthers the process for such Sale by guaranteeing a transaction with the Stalking Horse Bidder pursuant to the Stalking Horse PSA.

27. Approval of the Motion is also entirely consistent with section 1519 of the Bankruptcy Code. Section 1519 permits the Court to grant provisional relief where such relief is "urgently needed to protect the assets of the debtor or the interests of the creditors" and "if the interests of the creditors and other interested entities, including the debtor, are sufficiently protected." 11 U.S.C. §§ 1519(a), 1522(a). Here, approval of the Stalking Horse Bidder and of entry into the Stalking Horse PSA are urgently needed to protect the interests of creditors, parties in interest, and the Chapter 15 Debtor. Having a Stalking Horse Bid in place prior to the extended Bid Deadline is critical to maximizing the value of the CRUSAFin Interests for the benefit of all stakeholders. As set forth in the Third Wagstaff Declaration, the Stalking Horse Bid enhances participation of potential Bidders by setting a minimum price for the CRUSAFin Interests prior to the extended Bid Deadline and the commencement of the Auction. Third Wagstaff Declaration ¶ 16. Absent the relief sought in the Motion, other bidders may submit very low-ball Bids on the Bid Deadline, or not submit a Bid at all. Accordingly, in addition to the relief already granted in the Bidding Procedures Order, section 1519[6] of the Bankruptcy Code also provides a basis for granting the relief sought herein under section 363.

[6] *See, e.g., In re Pro-Fit Holdings Ltd.*, 391 B.R. 850, 867 (Bankr. C.D. Cal. 2008) (acknowledging that section 363 could immediately apply to chapter 15 under sections 1519(a), 105(a), and 105(d) of the Bankruptcy Code). Section 1519(a)(3) of the Bankruptcy Code empowers the Court to issue a provisional order "granting any relief referred to in paragraph (3), (4), and (7) of section 1521(a)." 11 U.S.C. § 1519(a)(3). Relevant here, section 1521(a)(7) of the Bankruptcy Code allows the Court to grant the foreign representative "any additional relief that may be available to a trustee," subject to certain statutory exceptions regarding certain avoidance powers that are not applicable here. 11 U.S.C. § 1519(a)(7). Even though the list in section 1519(a) is not exhaustive, there is no question that section 363 relief is available to a trustee under the Bankruptcy Code.

28. Consistent with section 363(b)(1), a foreign representative may sell a chapter 15 debtor's U.S. assets out of the ordinary course of business only subject to the notice and hearing requirements of section 363(b)(1). 11 U.S.C. § 363(b)(1); *see In re Elpida Memory, Inc*., 2012 Bankr. LEXIS 5367, *16-17 (Bankr. D. Del. Nov. 16, 2012) (finding that section 363 sale standards apply to a sale in chapter 15); *see also In re Fairfield Sentry Limited*, 768 F.3d 239, 244 (2d Cir. 2014) (stating that the bankruptcy court is required to conduct a section 363 review in a chapter 15 case when a debtor seeks a transfer of an interest in property within the territorial jurisdiction of the United States).

29. While the Bankruptcy Code does not state the standard for approving sales of property under section 363, courts uniformly agree that the business judgment standard applies. *See, e.g.*, *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) ("In determining whether to authorize the use, sale or lease of property of the estate under [section 363(b)], courts require the debtor to show that a sound business purpose justifies such actions"); *Meyers v. Martin*, 91 F.3d 389, 395 (3d. Cir. 1996) (citing *Fulton State Bank v. Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) ("under normal circumstances the court would defer to the trustee's judgment so long as there is a legitimate business justification")); *In re Elpida Memory*, 2012 Bankr. LEXIS 5367, at *17 ("The section 363(b) standard is well-settled. A debtor may sell assets outside the ordinary course of business when it has demonstrated that the sale of such assets represents the sound exercise of business judgment.")

30. "Under Delaware law, the business judgment rule operates as a presumption 'that directors making a business decision, not involving self-interest, act on an informed basis, in good faith and in the honest belief that their actions are in the corporation's best interest.'" *Continuing Creditors' Comm. of Star Telecomms., Inc. v. Edgecomb*, 385 F. Supp. 2d 449, 462

(D. Del. 2004) (quoting *Grobow v. Perot*, 539 A.2d 180, 187 (Del. 1988)); *see also Stanziale v. Nachtomi* (*In re Tower Air, Inc.*), 416 F.3d 229, 238 (3d Cir. 2005). To satisfy the business judgment standard, courts in this Circuit require that a sale satisfy four requirements: (1) a sound business purpose exists for the sale; (2) the sale price is fair; (3) the debtor has provided adequate and reasonable notice; and (4) the purchaser has acted in good faith. *See In re Elpida Memory*, 2012 Bankr. LEXIS 5367, at *17.

31. In the Amended Bidding Procedures Motion, the Mexican Liquidator and Foreign Representative provided sufficient business justification for selling the CRUSAFin Interests pursuant to section 363(b). By this Motion, the Mexican Liquidator and Foreign Representative continue to exercise their business judgment to maximize the value of the Chapter 15 Debtor by selecting a Stalking Horse Bidder and asking this Court to grant the related Bid Protections.

32. *First*, the Foreign Representative and Mexican Liquidator have demonstrated sound business reasons for selecting Bepensa Capital, Inc. as the Stalking Horse Bidder and entering into the Stalking Horse PSA in connection therewith. As set forth in the First and Third Wagstaff Declaration, the Chapter 15 Debtor and BNP (followed by Riveron in its capacity as financial advisor after BNP's resignation) marketed the CRUSAFin Interests extensively prior to and following the Chapter 15 Petition Date. First Wagstaff Decl. ¶¶ 12 *et seq*., *see also* Third Wagstaff Decl. ¶¶ 7 *et seq*. While the Bidding Procedures provide for a fair and organized sale process, the approval of the Stalking Horse Bidder will bolster the competiveness of such process to maximize the value of the CRUSAFin Interests. *Id.* ¶ 15. Specifically, as part of the Bidding Procedures, the Foreign Representative has required each Bidder to mark up the Stalking Horse PSA and submit it as part of their Bid (along with a redline to the form), which

will allow the Mexican Liquidator and Foreign Representative to determine and select the qualifying Bids and Bidders for the CRUSAFin Interests.

33. *Second*, the Purchase Price in the Stalking Horse Bid is fair as it constitutes the highest and best offer received to date after over a year of marketing the CRUSAFin Interests. Third Wagstaff Decl. ¶ 12. Accordingly, the Foreign Representative believes that the Stalking Horse PSA establishes a competitive baseline against which other interested parties may formulate their Bids. *Id.* ¶ 16. Furthermore, the Mexican Liquidator and Foreign Representative intend to continue the Chapter 15 Debtor's marketing and sale efforts after this Motion is filed and the Stalking Horse Order entered. *Id.* ¶ 13.

34. *Third*, upon service of the Stalking Horse Notice, all qualified potential bidders will be given notice of the Stalking Horse PSA and extended Deadlines. The extension of the Deadlines will provide interested parties with an adequate opportunity to analyze the Stalking Horse PSA and acquire Diligence Materials necessary to submit a timely and informed Bid by the extended Bid Deadline.

35. *Fourth*, the Stalking Horse PSA, including the Bid Protections, were negotiated between the Mexican Liquidator, the Foreign Representative, Scot Seagrave, and the Stalking Horse Bidder at arm's length and in good faith, after the Chapter 15 Debtor's extensive marketing process and months-long negotiations. Third Wagstaff Decl. ¶¶ 11, 14.

36. In addition, pursuant to Bankruptcy Code section 105(a), a court may fashion an order or decree that helps preserve or protect the value of a debtor's assets. *Momentum Mfg. Corp. v. Emp. Creditors Comm.* (*In re Momentum Mfg. Corp.*), 25 F.3d 1132, 1136 (2d Cir. 1994) ("It is well settled that bankruptcy courts are courts of equity, empowered to invoke equitable principles to achieve fairness and justice in the reorganization process [where] . . .

[s]ection 105(a) of the Code provides that '[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.'"); *Patrick v. Dell Fin. Servs. (In re Patrick)*, 344 B.R. 56, 58 (Bankr. M.D. Penn. 2005) (quoting *Joubert v. ABN AMRO Mortgage Group, Inc. (In re Joubert)*, 411 F.3d 452, 455 (3d Cir. 2005)) ("There is no doubt that § 105(a) is a 'powerful [and] versatile tool' designed to empower bankruptcy courts to fashion orders in furtherance of the Bankruptcy Code."). Accordingly, section 105(a) allows the Court to grant the relief requested in this Motion to allow the Chapter 15 Debtor to enter into the Stalking Horse PSA.

37. Finally, the requested relief herein promotes the purposes of chapter 15, including by: (i) providing greater legal certainty for trade and investment; (ii) fostering the fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested parties, including the Chapter 15 Debtor; (iii) maximizing the value of the Chapter 15 Debtor's assets, in particular as the assets subject to the Sale are located in the U.S.; and (iv) promoting cooperation between the courts in the United States with those in foreign jurisdictions involved in cross-border insolvency cases. *See* 11 U.S.C. §§ 1501(a), 1525. Notably, as explained above, designation of the Stalking Horse Bidder and entry into the Stalking Horse PSA are reasonably crafted to "protect[] and maximize[e] [] the value of the debtor's assets" and promote the "fair and efficient administration of crossborder insolvencies that protects the interests of all creditors, and other interested entities." 11 U.S.C. § 1501(a)(3) and (4).

38. In sum, the Mexican Liquidator and Foreign Representative have a sound business justification for designating Bepensa as the Stalking Horse Bidder and entering into the Stalking Horse PSA, and the Court should approve the Chapter 15 Debtor's entry into the

Stalking Horse PSA, and its performance of certain obligations thereunder. For the avoidance of doubt, by this Motion, the Foreign Representative is not requesting approval of the Sale Transaction and such approval will occur, if at all, at the Sale Hearing.

B. The Bid Protections Benefit the Chapter 15 Debtor, Its Creditors and Other Stakeholders and thus, Should be Approved.

39. The Foreign Representative seeks authority to pay the Bid Protections to the Stalking Horse Bidder in the event such obligations become payable in accordance with the terms of the Stalking Horse PSA. In the Third Circuit, break-up fees and expense reimbursements may be approved if they "provide some benefit to the debtor's estate." *See Calpine Corp. v. O'Brien Envtl. Energy, Inc.* (*In re O'Brien Envtl. Energy, Inc.*), 181 F.3d 527, 536 (3rd Cir. 1999). Whether a proposed break-up fee benefits the estate depends on the "totality of the circumstances" and ultimately requires "a judgment call about whether the proposed fee's potential benefits to the estate outweigh any potential harms." *In re Energy Future Holdings Corp.*, 904 F.3d 298, 314 (3d Cir. 2018).

40. The Third Circuit has recognized several instances in which a break-up fee might confer a benefit on the estate. *Id. First*, benefit may be found "if assurance of a break-up fee promoted more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited" or by "serv[ing] as a catalyst to higher bids." *In re O'Brien Envtl. Energy, Inc.*, 181 F.3d at 537. *Second*, break-up fees may also benefit the estate by "induc[ing] a bidder to research the value of the debtor and convert that value to a dollar figure on which other bidders can rely," thereby "increasing the likelihood that the price at which the debtor is sold will reflect its true worth." *Id. Third*, a break-up fee may also benefit the estate if it induces a bidder to remain committed to its purchase after an auction

is ordered. *See In re Reliant Energy Channelview LP*, 594 F.3d 200, 207-08 (3d Cir. 2010); *see also In re Energy Future Holdings Corp.*, 904 F.3d at 314.

41. In *In re O'Brien*, the Third Circuit referred to nine factors that the bankruptcy court viewed as relevant in deciding whether to award a break-up fee or expense reimbursement: (a) the presence of self-dealing or manipulation in negotiating the break-up fee; (b) whether the fee harms, rather than encourages, bidding; (c) the reasonableness of the break-up fee relative to the purchase price; (d) whether the "unsuccessful bidder place[d] the estate property in a sales configuration mode to attract other bidders to the auction"; (e) the ability of the request for a break-up fee "to attract or retain a potentially successful bid, establish a bid standard or minimum for other bidders, or attract additional bidders"; (f) the correlation of the fee to a maximization of value of the debtor's estate; (g) the support of the principal secured creditors and creditors' committee of a break-up fee; (h) the benefits of the safeguards to the debtor's estate; and (i) the "substantial adverse impact [of the break-up fee] on unsecured creditors, where such creditors are in opposition to the break-up fee." *See In re O'Brien*, 181 F.3d at 536.

42. Approval of the Bid Protections is warranted under the *O'Brien* standards. The Bid Protections are the product of extensive arm's-length, good faith negotiations. The Bid Protections are necessary to induce the Stalking Horse Bidder to serve as the stalking horse. Indeed, the Stalking Horse Bidder may withdraw its offer if the Bid Protections are not approved under the Stalking Horse Order. In that case, the Chapter 15 Debtor's creditors may lose the benefits of both a committed fair purchase price for the CRUSAFin Interests and the simultaneous ability to shop for higher and better offers. Additionally, by establishing a fair price based on extensive diligence and negotiations, the Stalking Horse PSA sets the baseline value of the CRUSAFin Interests to other potentially interested parties to submit competing,

higher bids and encourages such parties to participate in the Auction, thereby maximizing the value to the benefit of all Chapter 15 Debtor's creditors. As the proposed Stalking Horse Order provides, in order for any other Bid to be deemed a Qualified Bid, it must contain a valuation for 100% of the equity interests of CRUSAFin that meets or exceeds the Initial Purchase Price, plus the aggregate Bid Protections, plus a $500,000 of additional cash consideration.

43. Moreover, if the Chapter 15 Debtor consummates an alternative sale, transfer, or other disposition of a material portion of the Acquired Interests, the Bid Protections will be paid from the proceeds of such alternative sale following valid termination of the Stalking Horse PSA (i.e., where the Chapter 15 Debtor stands to realize a net economic benefit). Third Wagstaff Decl. ¶ 15. As set forth in paragraph 21, *supra,* the Break-Up Fee and Expense Reimbursement combined equal approximately 4.2% of the Initial Purchase Price. Finally, providing the Bid Protections to the Stalking Horse Bidder on the terms set forth in this Motion, and as memorialized in the Stalking Horse PSA, is supported by the Ad Hoc Group.

44. Moreover, the Break-Up Fee and Expense Reimbursement are consistent with bid protections approved by this Court in other cases. *See, e.g.*, *In re CCX, Inc.*, Case No. 22-10252 (JTD) (Bankr. D. Del. Mar. 27, 2022) [ECF No. 83] (approving a break-up fee of 3% and expense reimbursement of $50,000); *In re Alpha Latam Management LLC*, Case No. 21-11109 (JKS) (Bankr. D. Del. Oct. 1, 2021) [ECF No. 255] (approving a break-up fee and expense reimbursement of up to 5.0% of final purchase price in the aggregate); *In re The Hertz Corporation, et al,* Case No. 20-11218 (MFW) (Bankr. D. Del. Dec. 17, 2020) [ECF No. 2158] (approving termination payments); *In re GNC Holding Inc.*, Case No. 20-11662 (KBO) (Bankr. D. Del. Aug. 19, 2020) [ECF No. 811] (approving a termination fee up to 3% and separate expense reimbursement of $3,000,000); *In re Lucky's Mkt. Parent Co.*, No. 20-10166 (JTD)

(Bankr. D. Del. Feb. 26, 2020) [ECF No. 282] (approving a break-up fee equal to 3% of the purchase price and up to $250,000 in expense reimbursement).

45. In sum, the Bid Protections significantly benefit the Chapter 15 Debtor's creditors by promoting competitive bidding at the Auction and thereby ensuring the highest and best offer for the CRUSAFin Interests is obtained. Hence, the Foreign Representative submits that the Bid Protections, which must be approved under the Stalking Horse PSA, should be approved by the Court.

C. The Court Should Approve the Form of Stalking Horse Notice

46. As mentioned above, the Foreign Representative has simultaneously herewith filed the Motion to Shorten under Bankruptcy Rule 9006(c) and Local Rule 9006-l(c), seeking Court authority to shorten the notice and objection periods for this Motion so that it can be heard and considered by the Court by January 25, 2023 (or as soon as possible thereafter). Not only is entry of the Stalking Horse Order by such date a pre-condition to the Stalking Horse Bidder being willing to hold its offer open, but the Foreign Representative believes that it is imperative that this Motion be heard as soon as possible so that interested parties have certainty that the Court-approved Stalking Horse PSA is the baseline bid off which they must submit an offer and that such offer must contain a purchase price sufficient to cover the Bid Protections. Third Wagstaff Decl. ¶ 16. Having this information as soon as possible provides Bidders with sufficient runway to actively engage in diligence and discussions with the Chapter 15 Debtor so as to best position their Bids prior to the extended Bid Deadline.

47. This Court previously approved, among others, the form of Sale Notice and notice procedures in connection with the Bidding Procedures. Bidding Procedures Order ¶ 10. Given the circumstances and timing of the Stalking Horse Bid, the Chapter 15 Debtor timely filed the

court-approved Sale Notice on December 16, 2022 [ECF No. 135] without disclosing the designation of the Stalking Horse Bidder, Stalking Horse PSA, Bid Protections, or extended Deadlines since they were not definitive at the time. Therefore, the Foreign Representative now seeks approval of the procedures set forth above and the form of Stalking Horse Notice substantially in the form attached to the Stalking Horse Order as Schedule II. The Foreign Representative also requests authority to publish a notice substantially similar in all respects to the Stalking Horse Notice, in English and Spanish, on the Chapter 15 Debtor's website, in the same manner provided for in the Bidding Procedures Order.

48. The Foreign Representative believes the proposed notice procedure, which follows the same procedures approved by this Court in connection with the Sale Notice, provides sufficient notice of the Stalking Horse Bidder designation, Stalking Horse PSA, Bid Protections, and extended Deadlines.

WAIVER OF BANKRUPTCY RULE 6004 (h)

49. To implement the foregoing successfully, and given the nature of the relief requested herein, the Foreign Representative respectfully requests that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) and waive the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). The Bid Protections must be approved so that the Stalking Horse Bidder continues to hold its Bid open through the extended Bid Deadline of February 3, 2023. Thus, approval of the Bid Protections is a critical element to ensuring the Auction is successful and generates the highest and best value for the Chapter 15 Debtor's creditors. Accordingly, ample cause exists to find the notice requirements of Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

NOTICE

50. Notice of this Motion has been provided via email and/or ECF to certain of the following parties, or, in lieu thereof, their counsel: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Stalking Horse Bidder; (iii) counsel to the Ad Hoc Group, Akin Gump Strauss Hauer & Feld LLP, Attn: Ira S. Dizengoff (idizengoff@akingump.com), David H. Botter (dbotter@akingump.com), Abid Qureshi (aqureshi@akingump.com), and James R. Savin (jsavin@akingump.com); (iv) counsel to Wells Fargo Bank, N.A.; (v) counsel to The Bank of New York Mellon as indenture trustee under the indentures of certain senior unsecured notes and certain subordinated perpetual notes issued by the Chapter 15 Debtor; (vi) any known affected creditor(s) asserting a lien, claim, or encumbrance against, or interest in, the relevant assets; (vii) any party that has expressed an interest in purchasing the CRUSAFin Interests during the last three (3) months; (viii) the Internal Revenue Service; (ix) United States Attorney for the District of Delaware; (x) the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*); (xi) the state attorneys general for all states in which the Chapter 15 Debtor conducts business; and (xii) any such other party entitled to receive notice pursuant to Bankruptcy Rule 2002 (collectively, the "**Notice Parties**").

51. To alleviate the burden on the Mexican Liquidator and Chapter 15 Debtor, a shortened notice of the Motion and any hearing on the Motion, which contains information for how parties can receive copies of the Motion, the proposed Stalking Horse Order, and the Stalking Horse PSA, will be provided to those Notice Parties that are not able to receive service via email or ECF.

52. The Foreign Representative submits that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

NO PRIOR REQUEST

53. No previous request for the relief sought herein has been made by the Foreign Representative to this Court or any other court, other than as discussed in this Motion.

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CONCLUSION

WHEREFORE, for the reasons set forth herein, the Foreign Representative respectfully requests that this Court enter the Stalking Horse Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: January 18, 2023

Respectfully submitted,

/s/ Amanda R. Steele

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 15
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.,[1]	Case No. 22-10630 (JTD)
Debtor in a Foreign Proceeding.	**Proposed Objection Deadline: January 24, 2023 at 12:00 p.m. (ET)**
	Proposed Hearing Date: January 25, 2023 at 10:00 a.m. (ET)

NOTICE OF MOTIONS AND HEARING

PLEASE TAKE NOTICE that Robert Wagstaff (the "**Foreign Representative**"), in his capacity as duly appointed foreign representative by Mr. Fernando Alonso-de-Florida Rivero, the court-appointed liquidator (*Liquidador Judicial*) (the "**Mexican Liquidator**") of the Special Expedited Commercial proceeding (*Via Sumaria Especial Mercantil*) for the dissolution and liquidation (the "**Mexican Liquidation Proceeding**") of Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., ("**Crédito Real**" or the "**Chapter 15 Debtor**" and, together with its affiliates, the "**Company**") pending in the 52nd Civil State Court of Mexico City pursuant to, among others, Articles 229, 232, 233, and 236 of the *Ley General de Sociedades Mercantiles*, by and through his undersigned counsel, has today filed the attached *Foreign Representative's Motion for Entry of an Order (I) Authorizing and Approving Entry Into Stalking Horse Agreement and Related Bid Protections in Connection With the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* (the "**Motion**") with the United States Bankruptcy Court for the District of

[1] The last four identifying digits of the tax number and the jurisdiction in which the Chapter 15 Debtor pays taxes is Mexico – 6815. The Chapter 15 Debtor's corporate headquarters is located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Mexico City, Mexico.

Delaware (the "**Court**").

PLEASE TAKE FURTHER NOTICE that contemporaneously with the filing of the Motion, the Foreign Representative also filed a motion to shorten the notice and objection periods with respect to the Motion (the "**Motion to Shorten**").

PLEASE TAKE FURTHER NOTICE that if the Court grants the relief requested in the Motion to Shorten: (i) a hearing to consider the Motion will be held on **January 25, 2023 at 10:00 a.m. (Eastern Time)** before The Honorable John T. Dorsey, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801, and (ii) any responses or objections to the Motion may be made by **January 24, 2023 at 12:00 p.m. (Eastern Time).**

PLEASE TAKE FURTHER NOTICE that if the Court approves or denies, in whole or in part, the relief requested in the Motion to Shorten, parties-in-interest will receive separate notice of the Court-approved objection deadline and hearing date for the Motion.

Dated: January 18, 2023

Respectfully submitted,

/s/ Amanda R. Steele

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EXHIBIT A

Stalking Horse Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 15
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.,[1]	)	Case No. 22-10630 (JTD)
Debtor in a Foreign Proceeding.	)	**Re: Dkt. Nos. 95, 103, 104, 113 & 133**

ORDER (I) AUTHORIZING AND APPROVING ENTRY INTO STALKING HORSE AGREEMENT AND RELATED BID PROTECTIONS IN CONNECTION WITH THE SALE OF CHAPTER 15 DEBTOR'S EQUITY INTERESTS IN CRÉDITO REAL USA FINANCE, LLC, (II) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] filed by the Foreign Representative of the Mexican Liquidation Proceeding of Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., ("**Crédito Real**" or the "**Chapter 15 Debtor**" and, together with its affiliates, the "**Company"**) for entry of an order (this "**Order**") authorizing and approving: (i) the Mexican Liquidator's and Foreign Representative's designation of Bepensa Capital S.A. de C.V. (the "**Stalking Horse Bidder**" or the "**Buyer**"), as the stalking horse bidder for substantially all of the Company's direct and/or indirect equity interests (the "**CRUSAFin Interests**") in Crédito Real USA Finance, LLC ("**CRUSAFin**"); (ii) the Chapter 15 Debtor's entry into and performance of certain obligations under a purchase and sale agreement (the "**Stalking Horse PSA**"), attached hereto as **Schedule I**, whereby the Buyer has agreed to purchase the CRUSAFin Interests, subject to the solicitation of higher or otherwise better offers; (iii) the Break-Up Fee and Expense

[1] The last four identifying digits of the tax number and the jurisdiction in which the Chapter 15 Debtor pays taxes is Mexico – 6815. The Chapter 15 Debtor's corporate headquarters is located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Mexico City, Mexico.

[2] Where context requires, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Motion or the Bidding Procedures, as applicable.

Reimbursement (each as defined below, and collectively, the "**Bid Protections**") and the Chapter 15 Debtor's payment of any amounts that may become payable to the Stalking Horse Bidder on account of the Bid Protections pursuant to the terms and conditions of the Stalking Horse PSA; (iv) the form and manner of notice thereof; and (v) related relief, all as more fully set forth in the Motion; upon the procedures set forth in the *Order: (A) Authorizing and Approving Bidding Procedures Relating to the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC; (B) Scheduling an Auction for, and Hearing to Approve, the Proposed Sale; and (C) Approving the Form and Manner of Notice of Thereof; and (D) Granting Related Relief* [ECF No. 133] (the "**Bidding Procedures Order**") entered by Court in the above-captioned chapter 15 cases (the "**Chapter 15 Cases**"); and in compliance with the Bidding Procedures [ECF No. 133-1] as approved pursuant to the Bidding Procedures Order; and the Court having reviewed the Motion and upon the record of the hearing, if any, to consider the relief requested therein (the "**Hearing**"); and the Court having considered the arguments and evidence presented at the Hearing, if any, and the First Wagstaff Declaration, Second Wagstaff Declaration, and Third Wagstaff Declaration (collectively, the "**Wagstaff Declarations**"); and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Chapter 15 Debtor, its creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation thereon and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Motion and the relief requested under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of*

Reference from the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b) as to which the Bankruptcy Court has the power to enter a final judgment. Venue of this Chapter 15 Case and the Motion is proper in this District pursuant to 28 U.S.C. § 1410(1).

B. Statutory Predicates. The predicates for the relief granted herein are sections 105(a), 363, 1501, 1519, and 1522 of title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), Rules 2002, 6004, 9006, and 9007, of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**").

C. Notice. Notice of the Motion as provided in the Motion shall be deemed good and sufficient notice of such Motion and the relief granted herein under the circumstances and given the nature of the relief requested, and no other or further notice thereof is required.

D. Stalking Horse Bidder.

1. The Chapter 15 Debtor has demonstrated compelling and sound business reasons for this Court to approve (i) Buyer as the Stalking Horse Bidder for the CRUSAFin Interests, (ii) the Chapter 15 Debtor's entry into the Stalking Horse PSA, and (iii) the grant of Bid Protections to the Stalking Horse Bidder, and payment of any amounts that may become payable to the Stalking Horse Bidder on account of such Bid Protections on the terms set forth in the Stalking Horse PSA. The Stalking Horse PSA and Bid Protections were negotiated in good faith and at arms'-length by the Mexican Liquidator, the Foreign Representative, and the Stalking Horse Bidder.

2. The Bid Protections are material inducements for, and conditions of, the Stalking Horse Bidder's entry into the Stalking Horse PSA and agreement to remain obligated to consummate the Sale Transaction on the terms set forth therein, or otherwise be bound under the Stalking Horse PSA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures approved by this Court).

3. The Bid Protections, to the extent payable under the Stalking Horse PSA, (i) are an actual and necessary cost of preserving the value of the Chapter 15 Debtor's assets, (ii) are of substantial benefit to the Chapter 15 Debtor, the Chapter 15 Debtor's creditors and other parties in interest, (iii) are reasonable and appropriate, including in light of the size and nature of the Sale Transaction and the efforts that have been and will be expended by the Stalking Horse Bidder, (iv) have been negotiated by the parties and their respective advisors at arms' length and in good faith, and (v) are necessary to ensure that the Stalking Horse Bidder will continue to pursue its Stalking Horse PSA and the Sale Transaction contemplated thereby.

E. Stalking Horse Notice. The Foreign Representative has set forth a notice process that is reasonably calculated to provide all interested parties with timely and proper notice of the entry of this Order, the Stalking Horse Bidder's designation, the Stalking Horse PSA, the grant of the Bid Protections, and the extension of the Sale Process Dates, including the Bid Deadline to February 3, 2023. The Stalking Horse Notice attached hereto as **Schedule II** (the "**Stalking Horse Notice**") and the notice process outlined in the Motion is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of each, and no other or further notice shall be required.

F. Relief Needed. The relief set forth herein is consistent with the purpose of chapter 15 of the Bankruptcy Code and urgently needed to protect the interests of the Chapter 15 Debtor's creditors. All creditors and other parties in interest are sufficiently protected by the grant of the relief ordered hereby as required by sections 1519(a) and 1522(a) of the Bankruptcy Code.

G. Other Findings. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the foregoing findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

NOW, THEREFORE, on the Motion and the record before this Court with respect to the Motion, including the Wagstaff Declarations and the record made during the Hearing (if any), and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion and the relief requested therein is **GRANTED** as set forth herein.

2. All objections to the Motion (and all reservation of rights included therein), to the extent not withdrawn, waived, settled, or otherwise resolved, are hereby **DENIED** and **OVERRULED** on the merits with prejudice. All withdrawn objections are deemed withdrawn with prejudice.

A. Designation of Stalking Horse Bidder

3. Bepensa Capital, Inc. is hereby designated the Stalking Horse Bidder and its bid as the Stalking Horse Bid. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and

the Stalking Horse Bid shall be deemed a Qualified Bid, for all purposes under the Bidding Procedures.

B. Authorization to enter into and perform under the Stalking Horse PSA

4. The Chapter 15 Debtor is authorized, pursuant to sections 105(a), 363(b), 1501, 1519, and 1522 of the Bankruptcy Code, to enter into the Stalking Horse PSA, subject to the solicitation of higher or otherwise better offers for the CRUSAFin Interests in accordance with the Bidding Procedures. The Chapter 15 Debtor is hereby authorized to comply with any and all obligations set forth in the Stalking Horse PSA that are intended to be performed prior to the Sale Hearing and/or entry of the Proposed Sale Order.

5. The Stalking Horse PSA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, solely in accordance with the terms thereof, without further order of the Court; *provided, however*, that the parties may not amend the proposed Bid Protections or make any other changes that are materially adverse to the Chapter 15 Debtor without further order of this Court.

6. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Order, this Order does not approve the Sale of the CRUSAFin Interests under the Stalking Horse PSA or authorize consummation of the Sale, and such approval and authorization (if any) are to be considered only at the Sale Hearing, and all rights of all parties in interest to object to such approval and authorization are reserved.

C. Approval of Bid Protections

7. The Bid Protections, as set forth in the Stalking Horse PSA, are approved in their entirety. If the Bid Protections become payable under the terms of the Stalking Horse PSA, the Chapter 15 Debtor is authorized, without further authority or order from this Court, to pay the

Stalking Horse Bidder the portion of such amount owed by the Chapter 15 Debtor of (a) a break-up fee (the "**Break-Up Fee**") equal to $1,860,000 and (b) the reasonable and documented out-of-pocket expenses of Buyer incurred in connection with the Stalking Horse Bid and Sale Transaction up to an amount equal to $750,000 (the "**Expense Reimbursement**" and together with the Break-Up Fee, the "**Bid Protections**"), as and when specified by the Stalking Horse PSA and subject to section D of this Order. If the Bid Protections become payable pursuant to the Stalking Horse PSA, such payments are the sole and exclusive remedy of the Stalking Horse Bidder with respect to the Stalking Horse PSA and the Sale Transaction (including the termination and any breach of the Stalking Horse PSA by the Chapter 15 Debtor).

8. Notwithstanding anything in the Bidding Procedures to the contrary, to be deemed a Qualified Bid (as defined in the Bidding Procedures), a Bid must provide for cash consideration that, in the Foreign Representative's and Mexican Liquidator's reasonable business judgment, in consultation with the Consultation Party, is greater than $65,110,000 with respect to 100% of the equity interests of CRUSAFin (which is comprised of (i) a $62 million valuation for 100% of the equity interests of CRUSAFin, plus (ii) the Bid Protections, plus (iii) $500,000; *provided, however*, and for the avoidance of doubt, if a Bid proposes to purchase less than 100% of the Seagrave Interests (as defined in the Bidding Procedures) based on an agreement with Mr. Seagrave, then the amount in (i) above, and consequently the total amount, shall be adjusted accordingly.

9. If the Stalking Horse Bidder submits an Overbid (as defined in the Bidding Procedures) at the Auction (if any), the Stalking Horse Bidder shall be entitled to a dollar-for-dollar credit equal to the sum of the Break-Up Fee and Expense Reimbursement in connection with any such Overbid.

10. Except as expressly provided for herein or in the Bidding Procedures, no other bid protections are authorized or permitted under this Order.

D. Documentation of Stalking Horse Bidder Expenses.

11. If the Expense Reimbursement becomes due and payable pursuant to the terms of the Stalking Horse PSA, and the Stalking Horse Bidder seeks payment of any such amount from the Chapter 15 Debtor, the Stalking Horse Bidder shall provide reasonably detailed documentation for such Expense Reimbursement to the Foreign Representative (which documentation shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any confidential or commercially sensitive information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, any benefits of the attorney work product doctrine, or any privilege or protection from disclosure of such information).

E. Stalking Horse Notice.

12. The Stalking Horse Notice in the form attached hereto as **Schedule II** is approved. The Foreign Representative (or his agents) shall file and serve by first-class mail, postage prepaid, and email (if known) the Stalking Horse Notice upon the Notice Parties within two (2) business days of entry of this Order, or as soon thereafter as practicable. The Foreign Representative shall also publish the Stalking Horse Notice, in English and Spanish, on the Chapter 15 Debtor's website.

13. Other than as explicitly modified by this Order or any other Notice filed with the Court, the Bidding Procedures Order and the Bidding Procedures attached thereto remain in full force and effect; *provided, however*, that to the extent the Bidding Procedures Order or Bidding

Procedures are inconsistent with this Order or the Stalking Horse PSA, this Order and the Stalking Horse PSA shall govern, in such order.

F. Related Relief.

14. Notice of the Motion as provided in the Motion shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

15. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or any applicable provisions of the Bankruptcy Rules or the Local Rules or otherwise stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

16. The Chapter 15 Debtor, the Foreign Representative, and the Mexican Liquidator are hereby authorized and empowered to take all reasonable actions as may be necessary to implement and effect the terms and requirements established in this Order.

17. This Order shall remain in full force and effect and not be subject to challenge by any party notwithstanding the fact that the Foreign Representative's request for recognition is still pending and may be granted or denied. This Court has and will retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order, as well as any matter, claim or dispute arising from or relating to the Stalking Horse PSA.

18. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof.

SCHEDULE I

Stalking Horse PSA
(To be filed on the Docket)

SCHEDULE II

Stalking Horse Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 15
Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.,[1]	)	Case No. 22-10630 (JTD)
Debtor in a Foreign Proceeding.	)	**Re: Dkt. Nos. 95, 103, 104, 113 & 133**

NOTICE OF (I) APPROVAL AND DESIGNATION OF STALKING HORSE BIDDER, ENTRY INTO STALKING HORSE AGREEMENT, AND RELATED BID PROTECTIONS, AND (II) MODIFIED DEADLINES IN CONNECTION WITH THE SALE OF THE CHAPTER 15 DEBTOR'S EQUITY INTERESTS IN CRÉDITO REAL USA FINANCE, LLC

PLEASE TAKE NOTICE that the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), on December 15, 2022, the Bankruptcy Court entered the *Order: (A) Authorizing and Approving Bidding Procedures Relating to the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC; (B) Scheduling an Auction for, and Hearing to Approve, the Proposed Sale; (C) Approving the Form and Manner of Notice of Thereof; and (D) Granting Related Relief* [Docket No. 133] (the "**Bidding Procedures Order**"),[2] which, among other things, approved the bidding and auction procedures [Docket No. 133-1] (the "**Bidding Procedures**") for the sale (the "**Sale**") of substantially all of the Chapter 15 Debtor's direct and/or indirect equity interests in Crédito Real USA Finance, LLC (the "**CRUSAFin Interests**").

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order and the Bidding Procedures, the Mexican Liquidator and the Foreign Representative, on behalf of the Chapter 15 Debtor, and in consultation with the Ad Hoc Group,[3] determined that it would be in the best interest of the Chapter 15 Debtor and its creditors for the Chapter 15 Debtor to enter into a purchase and sale agreement (the "**Stalking**

[1] The last four identifying digits of the tax number and the jurisdiction in which the Chapter 15 Debtor pays taxes is Mexico – 6815. The Chapter 15 Debtor's corporate headquarters is located at Avenida Insurgentes Sur No. 730, 20th Floor, Colonia del Valle Norte, Alcaldía Benito Juárez, 03103, Mexico City, Mexico.

[2] All capitalized terms used but not otherwise defined herein shall be given the meaning ascribed to them in the Bidding Procedures or the Stalking Horse Motion, as applicable.

[3] The "Ad Hoc Group" is an ad hoc group of creditors alleging to hold a portion of the Chapter 15 Debtor's US$2.5 billion outstanding funded debt obligations and consists of those parties identified in the *Verified Statement Pursuant to Bankruptcy Rule 2019*, Case No. 22-10696 (JTD) (Bankr. D. Del. Aug 4, 2022) [Docket No. 27].

Horse PSA") with Bepensa Capital, Inc. ("**Bepensa**") and to designate Bepensa as the Stalking Horse Bidder for the CRUSAFin Interests, subject to higher or better Bids.

PLEASE TAKE FURTHER NOTICE that the Foreign Representative filed the *Foreign Representative's Motion for Entry of an Order (I) Authorizing and Approving Entry into Stalking Horse Agreement and Related Bid Protections in Connection with the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. ___] (the "**Stalking Horse Motion**"), and a related motion to shorten the notice period and schedule an expedited hearing with respect to the Stalking Horse Motion on January 25, 2023 at 10:00 a.m. (Eastern Time).

PLEASE TAKE FURTHER NOTICE that on January ___, 2023, the Bankruptcy Court held a hearing to consider the Stalking Horse Motion and entered an *Order (I) Authorizing and Approving Entry Into Stalking Horse Agreement and Related Bid Protections in Connection with the Sale of Chapter 15 Debtor's Equity Interests in Crédito Real USA Finance, LLC, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. __] (the "**Stalking Horse Order**") that, among other things, authorized and approved: (i) the Mexican Liquidator's and Foreign Representative's designation of Bepensa as the Stalking Horse Bidder for the CRUSAFin Interests; (ii) the Chapter 15 Debtor's entry into the Stalking Horse PSA and performance of certain obligations thereunder; (iii) related bid protections pursuant to the terms and conditions of the Stalking Horse PSA; (iv) the form and manner of notice thereof; and (v) related relief.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Stalking Horse PSA and Stalking Horse Order, the Chapter 15 Debtor has been authorized to grant the Stalking Horse Bidder certain Bid Protections as detailed in the Stalking Horse Order and Stalking Horse PSA. The Stalking Horse PSA also contemplates that prior to or substantially contemporaneous with a closing of the Sale, Crédito Real USA, Inc. will dividend the CRUSAFin Interests to the Chapter 15 Debtor such that, following such dividend, the CRUSAFin Interests will be a direct subsidiary of the Chapter 15 Debtor.

PLEASE TAKE FURTHER NOTICE that having announced the selection and approval of the Stalking Horse Bidder, the Foreign Representative will continue to solicit higher and better Bids for the CRUSAFin Interests in accordance with the Bidding Procedures and Stalking Horse Order and may proceed with conducting the Auction if other Qualified Bids are received by the Bid Deadline and in accordance with the terms of the Bidding Procedures and Stalking Horse Order.

PLEASE TAKE FURTHER NOTICE that the Foreign Representative, in an exercise of his rights pursuant to the Bidding Procedures Order, and having consulted with the Consultation Party, has modified the Deadlines related to the Sale as follows:

Event	Modified Deadline	Prior Deadline
Bid Deadline	**February 3, 2023 at 4:00 p.m. (Eastern Time)**	January 27, 2023 at 4:00 p.m. (Eastern Time)
Auction (if one is to be held)	**February 7, 2023 at 10:30 a.m. (Eastern Time)**	January 31, 2023 at 10:30 a.m. (Eastern Time)
Auction Objection Deadline	**February 10, 2023 at 4:00 p.m. (Eastern Time)**	February 3, 2023 at 4:00 p.m. (Eastern Time)
Sale Hearing	**February 15, 2023 at 2:00 p.m. (Eastern Time)**	February 7, 2023 at 10:00 a.m. (Eastern Time)

PLEASE TAKE FURTHER NOTICE that any party interested in submitting a Bid for the CRUSAFin Interests should carefully review the Bidding Procedures, Bidding Procedures Order, and Stalking Horse Order, and contact the Foreign Representative or his advisors. **Failure to abide by the Bidding Procedures and the Bidding Procedures Order may result in the rejection of a Bid.**

PLEASE TAKE FURTHER NOTICE that this Notice is subject to the terms and conditions of the Bidding Procedures Order and the Stalking Horse Order. Other than as explicitly modified by this Notice, the Stalking Horse Order, or any other Notice filed with the Court, the Bidding Procedures Order and the Bidding Procedures attached thereto remain in full force and effect. For the avoidance of doubt, the Foreign Representative shall consult with the Consultation Party with respect to any additional modifications to the Deadlines.

PLEASE TAKE FURTHER NOTICE that the Foreign Representative encourages parties in interest to review the Bidding Procedures Order, Bidding Procedures, and Stalking Horse Order in their entirety. **COPIES OF THE BIDDING PROCEDURES ORDER, BIDDING PROCEDURES, STALKING HORSE ORDER, STALKING HORSE PSA, OR ANY OTHER RELATED DOCUMENTS ARE AVAILABLE ON THE CHAPTER 15 DEBTOR'S WEBSITE AT www.creal.mx/en/financiera/eventos OR UPON REQUEST TO WHITE & CASE AT wccrusafin@whitecase.com OR 305-371-2700, ATTN: CRÉDITO REAL TEAM.**

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Dated: January [___], 2023

/s/ *DRAFT*

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EXHIBIT B

Stalking Horse PSA

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

by and between

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.,
CREDITO REAL USA, INC.

and

SCOT SEAGRAVE,

as the Sellers,

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.,

as Sellers' Representative,

CREDITO REAL USA FINANCE, LLC,

as the Company,

BEPENSA CAPITAL INC.,
as Buyer

and

BEPENSA CAPITAL S.A. DE C.V.,
as Buyer Parent

Dated as of January 18, 2023

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Exhibit B Form of Directors' Resignation Letter

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered into as of January 18, 2023, among Crédito Real, S.A.B. de C.V., SOFOM, E.N.R., a *sociedad anónima bursátil de capital variable, sociedad financiera de objeto múltiple, entidad no regulada,* organized and existing under the Laws of the United Mexican States ("Parent"), Credito Real USA, Inc., a corporation existing under the Laws of Delaware ("CRUSA Inc." and, together with Parent, the "CR Sellers" and each, a "CR Seller"), Scot Seagrave, an individual domiciled in the State of Florida ("Seagrave" and, together with Parent and CRUSA Inc., the "Sellers" and each, a "Seller"), Parent, solely in its capacity as the representative, agent and attorney-in-fact of the Sellers (the "Sellers' Representative"), Credito Real USA Finance, LLC, a limited liability company existing under the Laws of Florida (the "Company"), Bepensa Capital, Inc., a corporation organized and existing under the Laws of Florida ("Buyer") and Bepensa Capital S.A. de C.V., a *sociedad anónima de capital variable* organized and existing under the Laws of the United Mexican States ("Buyer Parent"). Each of the Sellers, the Company and Buyer is referred to individually as a "Party", and, collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, on July 14, 2022, Robert Wagstaff, in his capacity as the foreign representative duly appointed by Mr. Fernando Alonso-de-Florida Rivero, the court-appointed provisional liquidator (*Liquidator Judicial Provisional*) (the "Mexican Liquidator") of the Special Expedited Commercial proceeding (*Via Sumaria Especial Mercantil*) pending in the Mexican Liquidation Court for the dissolution and liquidation of Parent (the "Mexican Liquidation Proceeding") filed a petition for recognition of the Mexican Liquidation Proceeding as a foreign main proceeding under chapter 15 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") commencing a chapter 15 case captioned *In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, Case No. 22-10630 (JTD) (the "Chapter 15 Case");

WHEREAS, as of the date of this Agreement, (i) CRUSA Inc., a wholly-owned subsidiary of Parent, owns 95.28% of the total issued and outstanding Interests of the Company (the "Credito Real Interest"), and (ii) Seagrave owns 4.72% of the total issued and outstanding Interests of the Company (the "Seagrave Interest");

WHEREAS, after giving effect to the Reorganization, Parent will directly own the Credito Real Interest as a duly admitted Member of the Company;

WHEREAS, (a) The CR Sellers desire to sell the Credito Real Interest to Buyer, and (b) Seagrave desires to sell 50% of the Seagrave Interest to Buyer, and Buyer desires to purchase all the Credito Real Interest and 50% of the Seagrave Interest (such Interests, the "Acquired Interests"), subject to the terms and conditions set forth herein;

WHEREAS, the Parties intend for the sale and purchase of the Acquired Interests based on the terms set forth herein (the "Transaction"), to be effectuated pursuant to a Sale Order to be entered by the Bankruptcy Court; and

WHEREAS, in connection with the Mexican Liquidation Proceeding and subject to the terms and conditions in this Agreement, following entry of the Sale Order finding Buyer as the prevailing bidder at the Auction (if any), Sellers shall sell and transfer to the Buyer, and the Buyer shall purchase and acquire from the Sellers, all of the Acquired Interests owned by such Sellers, on the terms and subject to the conditions in this Agreement and as more specifically provided for in the Sale Order.

NOW, THEREFORE, in consideration of the payment by the Buyer to the Sellers of the Purchase Price, and in consideration of the premises and of the mutual covenants, representations, warranties and agreements contained herein, together with other good and valuable consideration, the sufficiency, adequacy and receipt of which is hereby acknowledged and agreed to, the Parties hereto, intending to be legally bound, agree as follows :

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Accounting Principles" means the Accounting Standards and, to the extent not inconsistent with the Accounting Standards, the principles, practices and methodologies used by the Company in the preparation of the Financial Statements.

"Accounting Standards" means the generally accepted accounting principles in the United States of America (GAAP).

"Acquired Interests" has the meaning set forth in the recitals to this Agreement.

"Action" means any action, suit or proceeding by or before any court or other Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. As used in this definition, the term "controls" (including the terms "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise. With respect to any natural Person, "Affiliate" will also include such Person's immediate family members, and any Persons directly or indirectly controlled by such family member. For the avoidance of doubt, from and after the Closing, no Company Entity shall be an "Affiliate" of any Seller or vice versa for purposes of this Agreement.

"Affiliate Arrangements" means any Contract between Seller or any of its Affiliates other than a Company Entity, on the one hand, and any Company Entity, on the other hand.

"Affiliation Statement Materials" has the meaning set forth in Section 6.9(b).

"Affordable Care Act" means the Affordable Care Act, as defined in Treasury Regulation section 54.4980H-1(a)(3).

"Agreement" means this Purchase and Sale Agreement, including all Exhibits and Schedules hereto (including the Disclosure Schedules), as the same may be amended, modified or supplemented from time to time in accordance with its terms.

"Allocation Schedule" shall have the meaning set forth in Section 6.8(a).

"Alternative Transaction" means the sale, transfer or other disposition, directly or indirectly, including through the Auction or an asset sale, share sale, merger, issuance, financing, recapitalization, amalgamation, liquidation or other similar transaction, of a material portion of the Acquired Interests, in one transaction or a series of transactions with one or more Persons other than Buyer or its Affiliates.

"Anti-Bribery Laws" means any and all Laws related to anti-bribery and anti-corruption (including the U.S. Foreign Corrupt Practices Act of 1977).

"Anti-Money Laundering Laws" means any and all Laws related to terrorism financing or money laundering (including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), as amended by the USA PATRIOT Act).

"Auction" has the meaning set forth in Section 6.12(b).

"Audited Financial Statements" has the meaning set forth in Section 3.6(a).

"Back-Up Bidder" has the meaning set forth in Section 6.12(g).

"Balance Sheet Date" has the meaning set forth in Section 3.6(a).

"Bankruptcy Code" has the meaning set forth in the recitals to this Agreement.

"Bankruptcy Court" has the meaning set forth in the recitals to this Agreement.

"Base Purchase Price" means the Initial Purchase Price, *less* the value allocated to the remaining unpurchased Seagrave Interests. For the avoidance of doubt, the Base Purchase Price shall equal $60,536,800.00.

"Benefit Plan" means each compensation or benefit plan, program, scheme, policy, practice, contract, agreement or other arrangement, including, without limitation, any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock bonus, stock option, stock appreciation rights, stock-based rights, medical, dental, vision, profit sharing, insurance, employee counseling, employee assistance, wellness, legal services, retirement plan, supplemental retirement plan, pension plan (whether funded or unfunded), severance, retention, termination, employment, change-of-control or fringe benefit plan, program, spending or reimbursement account or agreement (other than any plan to which a Company Entity contributes or has an obligation to contribute pursuant to Law and that is sponsored or maintained by a Governmental Authority), whether or not in writing and whether or not funded, in each case, that

is sponsored, maintained or contributed to by a Company Entity or an ERISA Affiliate for the benefit of the current or former employees or natural independent contractors (or their respective beneficiaries) of the Company Entities or with respect to which the Company Entities have any Liability.

"Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Motion" means a motion seeking Bankruptcy Court approval of the Bidding Procedures.

"Bidding Procedures Order" means the order entered by the Bankruptcy Court in the Chapter 15 Case approving the Bidding Procedures dated December 15, 2022.

"Bidding Protections Motion" means a motion Parent will cause to be filed in the Chapter 15 Case seeking entry of the Bidding Protections Order, and otherwise in form and substance reasonably acceptable to Buyer setting forth the protections in Section 6.12(a)(i) of this Agreement, including the Expense Reimbursement and the Break-Up Fee.

"Bidding Protections Order" means an order of the Bankruptcy Court approving the Bidding Procedures Motion, including the protections set forth in Section 6.12(a)(i) hereof, and otherwise in form and substance reasonably acceptable to Buyer.

"Book Value" has the meaning determined pursuant to, and in accordance with, the Accounting Principles; provided, however, that, in all cases, "Book Value" shall be calculated after deducting Intangible Assets (if any) from Book Value. For the avoidance of doubt, Book Value is denominated in the Financial Statements as "Members' Equity" plus Net Income.

"Book Value Adjustment" means the amount equal to the Book Value Deficit or the Book Value Surplus, as the case may be.

"Book Value Calculation Schedule" means each matter set forth on Schedule C providing for an illustrative calculation on the mechanics agreed between Sellers and Buyer for the determination of Book Value of the Company at the Closing. For the avoidance of doubt, the Book Value Calculation Schedule does not include, and shall not include, any Intangible Assets.

"Book Value Deficit" means 50% of the amount, if any, by which the Book Value of the Company at the Closing is less than the Target Book Value.

"Book Value Surplus" means 50% of the amount, if any, by which the Book Value of the Company at the Closing is more than the Target Book Value.

"Books and Records" has the meaning set forth in Section 6.18.

"Break-Up Fee" means an amount equal to $1,860,000.00.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Wilmington, Delaware, or Mexico City, Mexico are not open for the transaction of normal banking business.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer 401(k) Plan" has the meaning set forth in Section 6.13(a).

"Buyer Disclosure Schedule" means the disclosure schedule delivered by Buyer to the Sellers' Representative on the date hereof and attached hereto.

"Buyer Fundamental Representations" means each of the following representations and warranties of Buyer: Section 5.2 (*Authorization*), Section 5.5 (*Financial Capacity*) and Section 5.8 (*Brokers' Fees*).

"Buyer Parent" has the meaning set forth in the preamble to this Agreement.

"Buyer Released Claims" has the meaning set forth in Section 6.10(b).

"Buyer Releasors" has the meaning set forth in Section 6.10(b).

"Chapter 11 Case" means the involuntary case captioned *In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, Case No. 22-10696 (JTD) pending before the Bankruptcy Court.

"Chapter 15 Case" has the meaning set forth in the recitals to this Agreement.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" means the date the Closing occurs pursuant to Section 2.4.

"Closing Payment" has the meaning set forth in Section 2.5.

"Closing Statement" has the meaning set forth in Section 2.5.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Continuing Employee" has the meaning set forth in Section 6.13(a).

"Company Entities" means the Company and each of the Persons set forth in Section 3.3 of the Seller Disclosure Schedule.

"Company Insurance Policies" has the meaning set forth in Section 3.13.

"Company Owned IP" means all material Intellectual Property rights owned or purported to be owned by a Company Entity.

"Company Policies" has the meaning set forth in Section 6.1(b)(xiv).

"Company Releasees" has the meaning set forth in Section 6.10.

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated March 28, 2022, by and between CRUSA Inc. and GF Bepensa, S.A. de C.V.

"Consents" means consents, approvals, exemptions, waivers, authorizations, filings, registrations, clearances, terminations or expirations or waiting periods and notifications, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consumer Protection Laws" means, collectively, the Consumer Financial Protection Act of 2010, Public Law 111-203, enacted as Title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010; the enumerated consumer laws set forth in 12 U.S.C. Section 5481(12); the USA PATRIOT Act of 2001; the Telephone Consumer Protection Act, the CAN-SPAM Act, the Military Lending Act; the Servicemembers Civil Relief Act; the identity theft red flags provisions of the Fair Credit Reporting Act set forth in 15 U.S.C. Section 1681m(e); Section 5 of the Federal Trade Commission Act set forth in 15 U.S.C. Section 45; and all other federal, state and local consumer protection and unfair, deceptive or abusive trade practices Laws or Laws applicable to marketing (whether by email, text message, telemarketing or otherwise), consumer lending or financing, discriminatory lending, purchasing or servicing holding consumer assets, collecting consumer debts, processing consumer payments, consumer advertising and disclosures.

"Contract" means any written agreement, contract, subcontract, lease, license, sublicense or other legally binding commitment or undertaking.

"Contracting Party" has the meaning set forth in Section 10.11.

"Costa Rica Lease Agreement" means that certain Leasing Agreement dated as of November 15, 2021, by and between BCR Fondo de Inversion Inmobiliario, as lessor, and Crusafin Costa Rica, S.A., as lessee.

"COVID-19 Pandemic" means the novel coronavirus (SARS-CoV-2 or COVID-19), any evolutions or mutations thereof and any associated public health emergency, epidemic, pandemic or outbreak occurring on and prior to the Closing Date.

"Credito Real Interests" has the meaning set forth in the recitals to this Agreement.

"CR Seller" and "CR Sellers" have the meanings set forth in the preamble to this Agreement.

"CRSA" has the meaning set forth in Section 3.9(f)(v).

"CRUSA Inc." has the meaning set forth in the preamble to this Agreement.

"Cybersecurity Incident" means any ransomware or malware attack, denial-of-service attack, unauthorized access, or other cybersecurity, data or systems attack.

"Data Protection Laws" means any applicable data protection and data privacy laws and regulations in the United States, the European Union, or elsewhere in the world to which the Company Entities, Sellers or any of their Affiliates is subject.

"Deposit" has the meaning set forth in Section 2.3.

"Depositor LLC" has the meaning set forth in Section 3.9(f)(ii)(2).

"Disclosure Schedules" means the Buyer Disclosure Schedule and the Seller Disclosure Schedule.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity which is considered a single employer with any other entity under Section 4001(b)(1) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

"Escrow Account" means an interest-bearing account established by the Escrow Agent to hold the Deposit.

"Escrow Agent" means RLF, solely in its capacity as Escrow Agent under this Agreement.

"Escrow Agreement" means that certain Escrow Agreement, dated as of even date herewith, by and among Buyer, Parent and RLF.

"Existing Credit Facility" means that certain Loan and Security Agreement, dated as of May 3, 2017, among the Company, as borrower, Wells Fargo Bank, N.A., as agent, and the lenders party thereto, together with its related Credit Documents (as defined in the Existing Credit Facility), as amended, supplemented, restated or modified.

"Expense Reimbursement" means all actual, documented and necessary reasonable out of pocket costs, fees and expenses incurred by Buyer in connection with the Transaction contemplated hereby, including in the investigation, evaluation, negotiation, and documentation of the Transaction (other than any cost or expense related to or arising from any claims or disputes among Buyer or its Affiliates, on the one hand, and any Seller or its Affiliates, on the other hand, arising from Buyer's breach or failure to perform any of its agreements, covenants or obligations hereunder or under any other Transaction Document), up to an aggregate amount of $750,000.00.

"Fiduciary Duty" has the meaning set forth in Section 9.1(i).

"Final Order" means an order of the Bankruptcy Court that has not been reversed, stayed, modified, or amended, and as to which the time to file an appeal has expired and no such appeal or motion for rehearing or reconsideration, or petition for writ of certiorari is pending. For the avoidance of doubt, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Federal Rules of Bankruptcy Procedures or local rules of the Bankruptcy Court, relating to such Order may be filed after the time to file an appeal of the Order has expired shall not prevent such Order form being a Final Order.

"Finance Receivables Net" means any and all amounts owed to the Company by its customers for services rendered but not yet paid for.

"Financial Statements" has the meaning set forth in Section 3.6(a).

"Florida Lease Agreement" means that certain Lease Agreement dated as of October 10, 2014, by and between Fort Lauderdale Crown Center, Inc. (as landlord) and Credito Real USA Finance, LLC f/k/a AFS Acceptance, LLC (as tenant), as amended, for the lease of Suite 300 consisting of approximately 16,159 rentable square feet on the third floor in the building known as Crown Center, located at 1475 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

"Flow-Through Income Taxes" means U.S. federal income Taxes and any similar income Taxes imposed by any state or local Laws on the direct or indirect owners of any entity on a flow-through basis by allocating or attributing to such owners all or a portion of such entity's items of income, gain, loss, deduction and other relevant Tax attributes.

"Flow-Through Tax Returns" shall have the meaning set forth in Section 6.8(b).

"Fraud" means an actual, knowing and intentional fraud by a Party in the making of an affirmative representation or warranty expressly set forth (a) in the case of Fraud by a Seller, Article III or Article IV and solely as such representation or warranty relates to such Seller or the Company Entities (as qualified by the Seller Disclosure Schedule), (b) in the case of Fraud by the Company, Article III and solely as such representation or warranty relates to the Company (as qualified by the Seller Disclosure Schedule), (c) in the case of Fraud by Buyer, Article V (as qualified by the Buyer Disclosure Schedule) or (d) in the case of Fraud by any Party, in any ancillary certificate executed and delivered by such Party.

"Governing Documents" means (a) with respect to any corporation, its articles or certificate of incorporation and bylaws, shareholders agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), (b) with respect to any limited liability company, its articles or certificate of organization or formation and its operating agreement or limited liability company agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), (c) with respect to any limited partnership, its certificate of limited partnership and partnership agreement or documents of similar substance (including with respect to voting rights, governing matters or restriction on transfer of securities), and (d) with respect to any other entity (including a trust), governing or organizational documents of similar substance to any of the foregoing (including with respect to voting rights, governing matters or restriction on transfer of securities), in the case of each of clauses (a) through (d), as may be in effect from time to time.

"Governmental Authority" means any (a) national, state, regional, municipal or local government or political subdivision thereof, (b) any entity exercising executive, legislative, judicial, regulatory, tribunal, taxing or administrative functions of or pertaining to government (including any body, court, tribunal, commission, board, bureau or other authority thereof), (c) any arbitrator or arbitral body or panel, department, ministry, instrumentality, agency, court,

commission or body of competent jurisdiction or (d) non-governmental body or quasi-governmental exercising any executive, legislative, judicial, regulatory, tribunal, taxing, administrative, police, regulatory, importing or other governmental or quasi-governmental authority, in each case with competent jurisdiction.

"Governmental Order" means any order, ruling, writ, judgment, injunction, decree, stipulation, determination or award of any Governmental Authority (whether temporary preliminary, permanent or binding).

"Guarantee" has the meaning set forth in Section 10.21.

"Guaranteed Obligations" has the meaning set forth in Section 10.21.

"Guaranty" means that certain Guaranty dated as of September 6, 2018, by and between Parent (as guarantor) in favor of Wells Fargo Bank, N.A. (as Agent) made in connection with the Existing Credit Facility.

"Holding LP" has the meaning set forth in Section 3.9(f)(ii)(4).

"Indebtedness" means (without duplication) the aggregate amount of the following obligations: (a) any indebtedness for borrowed money, (b) any obligations evidenced by bonds, debentures, notes or other similar instruments, (c) any obligations in the nature of accrued fees, interest, premiums or penalties in respect of any of the foregoing, (d) obligations under any swap, collar, cap or other Contract the principal purpose of which is to benefit from or reduce or eliminate the risk of fluctuations in interest rates or currencies, and (e) any reimbursement obligations under letters of credit that have been drawn or similar facilities other than trade payables.

"Indemnified Persons" has the meaning set forth in Section 6.7.

"Initial Deposit" has the meaning set forth in Section 2.3.

"Initial Purchase Price" means $62,000,000.00.

"Intangible Assets" means assets that are considered to be intangible assets under GAAP, including customer lists, goodwill, computer software, copyrights, trade names, trademarks, patents, franchises, licenses, unamortized deferred charges, unamortized debt discounts and capitalized research and development costs.

"Intended Tax Treatment" shall have the meaning set forth in Section 6.8(a).

"Intellectual Property" means all intellectual property rights, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all (a) patents, patent applications, utility models, and applications for utility models, industrial designs and applications for industrial designs, including all continuations, divisionals, continuations-in-part, foreign counterparts, provisionals, and issuances of any of the foregoing, and all reissues, reexaminations, substitutions, renewals, extensions and related priority rights of any of the foregoing, (b) Trademarks, (c) copyrights, and all registrations, applications, renewals, extensions and reversions of any of the foregoing, and (d) trade secrets and proprietary rights in

technology, know-how, software, databases, inventions, formulas, algorithms, procedures, methods, processes, developments and research.

"Interests" means, with respect to any Person, shares, partnership interests, limited liability company interests or any other equity interest in such Person.

"Interim Period" has the meaning set forth in Section 6.1(a).

"Issuer Trust" has the meaning set forth in Section 3.9(f)(ii)(3).

"IT Systems" has the meaning set forth in Section 3.20(c).

"Knowledge" means (a) with respect to each of the Sellers, the actual knowledge of the individuals set forth on Section 1.1(a) of the Seller Disclosure Schedule, after reasonable inquiry, and (b) with respect to Buyer, the actual knowledge of any individual set forth on Section 1.1(b) of the Buyer Disclosure Schedule, after reasonable inquiry. With respect to Intellectual Property of the Sellers, "Knowledge" does not require any Person to conduct, have conducted, obtain, or have obtained any freedom-to-operate opinions or similar opinions of counsel or any patent, Trademark or other Intellectual Property rights clearance searches.

"Laws" means all applicable laws (including common law), statutes, constitutions, rules, regulations, codes, ordinances, rulings of any Governmental Authority or stock exchange with regulatory authority over the applicable Party and all applicable Governmental Orders.

"Lease Agreements" means, collectively, (a) the Costa Rica Lease Agreement and (b) the Florida Lease Agreement.

"Leased Real Property" means the real property leased pursuant to the Lease Agreements.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute, actual or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Lien" has the meaning specified in section 101(37) of the Bankruptcy Code and shall include any mortgage, pledge, lien, security trust, encumbrance, charge, option, claim, assignment, hypothecation, title retention, contractual restriction, easement, right of occupation, right-of-way-covenant, conditional sale or other security agreement, encumbrance, restriction or other security interest, and shall include any and all federal, state, county or municipal Tax liens.

"Loan Amendment" has the meaning set forth in Section 6.16(a)(i).

"Loan Tape" means, as of the final day of the calendar month immediately preceding the Closing, a schedule of all Retail Installment Sale Contracts setting forth certain information regarding the Retail Installment Sale Contracts in the same format as previously delivered to Buyer for due diligence purposes.

"Marked Materials" has the meaning set forth in Section 6.9(a).

"Material Adverse Effect" means (a) with respect to the Company Entities, any material adverse effect on the financial condition or results of operations of the Company Entities, taken as a whole; provided, that none of the following shall constitute or be deemed to contribute to a Material Adverse Effect, or shall otherwise be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (i) changes generally affecting the industries or markets (including automobile markets) in which the Company Entities operate, whether international, national, regional, state, provincial or local, (ii) changes in markets (including automobile markets), funding rates, commodities, supplies or transportation or related products and operations, including those due to actions by competitors, financing sources or Governmental Authorities, (iii) changes in general political, health or social conditions, including the substitution of any Governmental Authority, pandemics, endemics, outbreaks or other generalized diseases, armed hostilities, national emergencies or acts of war (whether or not declared), sabotage or terrorism, changes in government, military actions or "force majeure" events, or any escalation or worsening of any of the foregoing, (iv) effects of weather, meteorological events, fires, floods, earthquakes or other natural disasters or natural occurrences, (v) changes in Law or regulatory policy or the interpretation or enforcement thereof, (vi) changes in economic, business or market conditions, including changes in currency, financial, securities or credit markets (including any disruption thereof, any decline in the price of any security or any market index and changes in prevailing interest rates or foreign exchange rates), (vii) the execution, announcement or performance of this Agreement or the consummation of the Transaction, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners, employees (including any employee departures or labor union or labor organization activity), financing sources or Governmental Authorities, or any communication by the Buyer or its Affiliates of their plans or intentions (including in respect of employees) with respect to the Company Entities or their respective business, (viii) changes in accounting requirements or principles, including Accounting Standards or any adoption, proposal, implementation or change in any Law or Permit or any interpretation or application thereof by any Governmental Authority, (ix) labor strikes, requests for representation, organizing campaigns, work stoppages, slowdowns or other labor disputes, (x) hacking or cybersecurity threats or attacks on the Company Entities business, (xi) actions or omissions expressly required or permitted to be taken or not taken by the Company Entities in accordance with this Agreement or the other Transaction Documents or requested, or consented to, by Buyer or any of its Subsidiaries or Affiliates, (xii) any breach, violation or non-performance of any provision of this Agreement by Buyer or any of its Subsidiaries or Affiliates, (xiii) changes in or effects on the assets or properties of the Company Entities which are cured (including the payment of money) by Seller or any Company Entity, (xiv) failure by Seller or any Company Entity to meet any projections or forecasts for any period, (xv) any fact or information that is set forth in or reasonably apparent from the Seller Disclosure Schedule, (xvi) deterioration, diminution or decline in financial condition of any client, debtor or other revenue counterparty, (xvii) any downgrade or any announcement or communication of an expected downgrade or change in outlook by a ratings agency relating to the long-term credit rating of any Company Entity or any debt issued by any Company Entity, (xviii) any loss of customers arising from general economic conditions affecting the markets generally or as a result of exercise by customers of their rights, and (xix) actions or omissions expressly required to be taken or not taken by the Company Entities in accordance with this Agreement or the other Transaction Documents or requested, or consented to, by Buyer or any of its Affiliates, except, in the case of clauses (i) through (vii), to the extent such change, development,

circumstance, fact, effect, condition or event has, or would reasonably be expected to have, a disproportionate impact on the Company Entities as compared to other Persons in their industries, (b) with respect to Buyer, any event, occurrence or circumstance that would legally prevent or prohibit Buyer from consummating the purchase of the Acquired Interests contemplated by this Agreement, and (c) with respect to each Seller, any event, occurrence or circumstance that would legally prevent or prohibit such Party from consummating the sale of the Acquired Interests contemplated by this Agreement.

"Material Contract" has the meaning set forth in Section 3.12(a).

"Material Permits" has the meaning set forth in Section 3.19.

"Mexican Liquidation Court" means the 52nd Civil State Court of Mexico City, in which the Mexican Liquidation Proceeding is pending.

"Mexican Liquidation Proceeding" has the meaning set forth in the recitals to this Agreement.

"Mexican Liquidator" has the meaning set forth in the recitals to this Agreement.

"Non-Recourse Persons" has the meaning set forth in Section 10.11.

"Open Source Material" means all software that is available under any license that meets (a) the Open Source Definition (www.opensource.org/osd.html) or (b) the Free Software definition (https://www.gnu.org/philosophy/free-sw.html.en) (including the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License).

"Ordinary Course of Business" means the ordinary course of business of the Company Entities including in response to, or during the course of, the COVID-19 pandemic.

"Outside Date" means the date that is 90 days following the Bankruptcy Court's entry of the Sale Order.

"Parent" has the meaning set forth in the preamble to this Agreement.

"Parties" has the meaning set forth in the preamble to this Agreement.

"Payoff Letter" means a customary and duly executed payoff letter in respect of the Existing Credit Facility, providing that, upon payment thereof, (a) all obligations of the Company Entities and any Seller and its respective Affiliates relating to the Indebtedness under the Existing Credit Facility, including any prepayment, termination or breakage fees or penalties paid or payable, shall be satisfied in full, (b) the Guaranty and all guarantees of the Company Entities in respect of such Indebtedness shall be automatically terminated, and (c) all Liens on the Acquired Interests and the assets of the Company Entities relating to or securing such Indebtedness shall be automatically discharged and released.

"Permits" means permits, licenses, concessions, approvals, Consents, Governmental Orders, exemptions, certificates, clearances, qualifications, filings and other authorizations obtained from any Governmental Authority or required to be issued or granted by or under the authority of any Governmental Authority, including any state consumer credit or lending, sales finance, collection agency, servicer or similar licenses issued or required by any applicable Governmental Authority, but does not include any notices of self-certifications required to be filed with any Governmental Authority.

"Permitted Liens" means any (a) construction, mechanic's, materialmen's, laborer's, workmen's, repairmen's, carrier's and/or similar Liens, including all statutory Liens, arising or incurred in the Ordinary Course of Business or the validity or amount of which is being contested in good faith by appropriate proceedings, and for which adequate reserves are established in accordance with the Accounting Standards, (b) Liens for Taxes not yet due and payable or being contested in good faith through appropriate proceedings, for which adequate accruals or reserves are established in accordance with the Accounting Standards, (c) purchase money Liens and Liens securing rental payments under capital lease arrangements, (d) pledges or deposits under workers' compensation legislation, unemployment insurance Laws or similar Laws, (e) deposits in connection with leases, contracts or other agreements, including rent security deposits, (f) pledges or deposits to secure public or statutory obligations, judicial bonds or appeal bonds, (g) Liens disclosed in the Unaudited Financial Statements, (h) Liens arising under or created by any Material Contract or Transaction Document (other than as a result of a breach or default under such Material Contract or Transaction Document), (i) Liens created by licenses granted in the Ordinary Course of Business in any Intellectual Property, (j) Liens that will be released on or prior to the Closing Date without further Liability of any Company Entity, (k) Liens in connection with any Permit, (l) restrictions on the sales of securities under applicable securities Laws, (m) Recognized Liens, (n) with respect to the Leased Real Property, all exceptions, restrictions, easements, charges, covenants, rights of way, zoning ordinances and similar encumbrances which do not materially impair the current or permitted use, occupancy or value of such Leased Real Property, and (o) with respect to the Leased Real Property, any right, interest, lien, encumbrance, title exception or other Lien on the interest of the fee owner, lessor, or sublessor or any right in a lesser estate relating thereto.

"Person" means an individual, partnership, limited liability partnership, corporation, limited liability company, association, joint stock company, trust, estate, joint venture, unincorporated organization, or Governmental Authority.

"Personal Data" means any information in any form or format relating to an identifiable or identified natural person or that is otherwise regulated under any applicable data privacy or data protection Law.

"Post-Closing Covenant" has the meaning set forth in Section 8.1.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

"Pro Rata Share" has the meaning set forth in Section 2.2(a).

"Purchase Price" means an amount equal to: (a) the Base Purchase Price; plus (b)(i) the Book Value Surplus, if applicable, or minus (ii) the Book Value Deficit, if applicable.

"R&W Policy" has the meaning set forth in Section 6.15.

"Recognized Liens" means, as applicable, each Lien or security interest created pursuant to the Existing Credit Facility.

"Regulatory Approvals" means the requisite Consents of, declarations or filings with, or notices to the applicable Department of Financial Institution (or equivalent Governmental Authority) that have issued a motor vehicle sales finance license to any of the Company Entities in connection with the Transaction as set forth in Section 3.5(b) of the Seller Disclosure Schedule.

"Remedies Exception" means (a) applicable bankruptcy, liquidation, insolvency, reorganization, moratorium, and other Laws of general application, heretofore or hereafter enacted or in effect, affecting the rights and remedies of creditors generally, and (b) the exercise of judicial or administrative discretion in accordance with general equitable principles, particularly as to the availability of the remedy of specific performance or other injunctive relief.

"Reorganization" means the dividend of the Credito Real Interest to Parent.

"Representatives" means, with respect to any Person, the directors, officers, managers, members, employees, representatives, agents, consultants, attorneys, accountants, investment bankers or other advisors of such Person.

"Required Regulatory Approvals" means the Regulatory Approvals representing 80% of the Company's Retail Installment Sale Contracts portfolio as set forth in Schedule D.

"Retail Installment Sale Contract" means an installment sale contract or conditional sale agreement for the purchase of a vehicle, together with any assignment, reinstatement, extension or modification thereof.

"RLF" has the meaning set forth in Section 6.19.

"Sale Order" means an order of the Bankruptcy Court approving the Transaction, including the protections set forth in Section 6.12(a)(ii), and otherwise in form and substance reasonably acceptable to Buyer.

"Sanctions" has the meaning set forth in Section 3.17(c).

"Seagrave" has the meaning set forth in the preamble to this Agreement.

"Seagrave Interest" has the meaning set forth in the recitals to this Agreement.

"Second Deposit" has the meaning set forth in Section 2.3.

"Securities Act" has the meaning set forth in Section 5.6.

"Seller" and "Sellers" have the meanings set forth in the preamble to this Agreement.

"Seller 401(k) Plans" has the meaning set forth in Section 6.13(a).

"Seller Disclosure Schedule" means the disclosure schedule (together with all attachments and appendices thereto) delivered by Sellers' Representative to Buyer on the date hereof and attached hereto.

"Seller Group Parties" means (a) Sellers, (b) any Affiliate of a Seller, and (c) any Representative of (i) a Seller or (ii) any Affiliate of a Seller.

"Seller Marks" means the Trademarks as set forth on Section 6.9(a) of the Seller Disclosure Schedule.

"Seller Releasees" has the meaning set forth in Section 6.10(b).

"Seller Released Claims" has the meaning set forth in Section 6.10(a).

"Seller Releasors" has the meaning set forth in Section 6.10(a).

"Sellers Fundamental Representations" means each of the following representations and warranties of the Sellers: (i) Section 3.1 (*Organization; Authority; Enforceability*), Section 3.3(a) (*Capitalization*), Section 3.4 (*Ownership*), Section 3.18 (*Brokers' Fees*); and (ii) Section 4.2 (*Authorization; Enforceability*), the first two sentences of Section 4.3 (*Title*) and Section 4.4 (*Brokers' Fees*).

"Sellers' Representative" shall have the meaning given to it in the preamble to this Agreement.

"Sellers' Representative Group" has the meaning set forth in Section 10.20(b).

"Services LLC" has the meaning set forth in Section 3.9(f)(ii)(1).

"Straddle Period" means any Tax period that includes but does not end on the Closing Date.

"Successful Bidder" has the meaning set forth in the Bidding Procedures.

"Target Book Value" means, with respect to the Company, an amount equal to $57,253,373.

"Tax" means any and all federal, state, local, foreign and other taxes, charges, fees, duties, levies, tariffs, imposts, tolls, customs, or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, branch profits, profit share, license, lease, service, service use, value added, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, premium, property, windfall profits, export and import fees and charges, registration fees, tonnage, vessel, or other taxes, charges, fees, duties, levies,

tariffs, imposts, tolls, customs, or other assessments of any kind whatsoever imposed by any Governmental Authority, together with any interests, penalties, inflationary adjustments, additions to tax, fines or other additional amounts imposed thereon, with respect thereto, or related thereto.

"Tax Contest" means an audit, claim, dispute, controversy, hearing, or administrative, judicial, or other proceeding relating to Taxes or Tax Returns.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement, voucher or electronic equivalent, estimated Tax declaration or other document or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, required to be filed with or supplied to any Governmental Authority.

"Trademarks" means all trademarks, service marks, trade dress, logos, brand names, trade names, domain names, corporate names, distinctive signs, any other indicia of source or origin, and all registrations and applications for registration, together with the goodwill symbolized by any of the foregoing.

"Transaction" has the meaning set forth in the recitals to this Agreement.

"Transaction Documents" means this Agreement, the Escrow Agreement and all other documents, certificates and agreements executed by the Parties in connection with the Transaction as of the date hereof or delivered or required to be delivered by any Party at the Closing pursuant to this Agreement.

"Transfer Taxes" means any and all transfer, sales, use, value-added, excise, stock, stamp, documentary, registration, filing, conveyance, recording and other similar Taxes, filing fees and similar charges, including all applicable real property or leasehold interest transfer or gains Taxes, including any interest, penalty or addition thereto but excluding any net income or gain Taxes.

"Unaudited Financial Statements" has the meaning set forth in Section 3.6(a).

"W&C" has the meaning set forth in Section 6.19.

"Wells Fargo Consent" means any Consent of Wells Fargo Bank, N.A., required pursuant to the Existing Credit Facility related to the execution and delivery by the Company and Sellers of this Agreement or the other Transaction Documents to which the Company or any Seller is or will be a party, or the consummation by the Company and the Sellers of the transactions contemplated by this Agreement and the Transaction Documents.

Section 1.2 Terms Generally.

(a) The definitions in Section 1.1 shall apply equally to both the singular and plural forms and to correlative forms of the terms defined.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(c) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

(d) The word "or" means (1) "either or both" ("X or Y" means "X or Y or both X and Y") or (2) "any or all" ("X, Y or Z" means "X, Y or Z, or all of X, Y and Z").

(e) The words "hereby," "herewith," "hereto," "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement (including the Exhibits and Schedules to this Agreement and the Disclosure Schedules) in its entirety and not to any part hereof unless the context shall otherwise require.

(f) Unless otherwise specified herein, all references herein to Articles, Sections, Exhibits, Schedules and the Disclosure Schedules shall be deemed references to Articles, Sections and Exhibits of, and Schedules and the Disclosure Schedules to, this Agreement, and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(g) Unless otherwise specified herein, any references to any Contract (including this Agreement or any of the other Transaction Documents) or Law shall be deemed to be references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions).

(h) Unless otherwise specified herein, references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person(s) succeeding to its functions and capacities.

(i) Unless otherwise specified herein, any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

(j) Whenever this Agreement refers to a number of days, that number refers to calendar days unless Business Days are specified. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. References to "the date hereof" are to the date of this Agreement.

(k) "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(l) Currency amounts referenced in this Agreement, unless otherwise specified, are in U.S. Dollars.

(m) Unless otherwise specified herein, all accounting terms used herein and not expressly defined herein shall have the meanings given to them under Accounting Standards.

(n) Unless otherwise set forth herein or otherwise agreed by the Parties in writing, the phrase "made available," as applies to such performance by the Sellers, shall mean that the information referred to has been posted in the on-line "virtual data room" established by Parent.

ARTICLE II

PURCHASE AND SALE OF THE ACQUIRED INTERESTS

Section 2.1 Purchase and Sale of the Acquired Interests. Subject to entry of the Sale Order and upon the terms and subject to the conditions of this Agreement and the Sale Order, Buyer agrees to purchase from each Seller, and each Seller agrees to sell, transfer, assign, convey and deliver to Buyer, all of the rights, title and interests in and to the Acquired Interests owned by such Seller immediately prior to the Closing, free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.2. Buyer acknowledges and agrees that upon Closing, Sellers shall sell and convey to Buyer and Buyer shall accept the Acquired Interests "AS IS, WHERE IS" except to the extent expressly provided otherwise in this Agreement.

Section 2.2 Payment of Purchase Price; Withholding.

(a) At Closing, Buyer shall pay by wire transfer in immediately available funds (i) an amount equal to the Closing Payment, to each Seller, based on such Seller's respective pro rata portion of the Acquired Interests (being, with respect to Parent, 97.58%, and, with respect to Seagrave, 2.42%) (with respect to each Seller, such Seller's "Pro Rata Share") in each case to an account of such Seller that has been designated by Sellers' Representative to Buyer in writing at least five Business Days prior to the Closing.

(b) Buyer shall be entitled to deduct and withhold any Taxes required under Law to be deducted or withheld from the Closing Payment and any other amounts deliverable under this Agreement or any other Transaction Documents. To the extent that amounts are so withheld and remitted to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Sellers in respect of whom such deduction and withholding was made. Furthermore, Buyer and the applicable Seller(s) shall reasonably cooperate with each other to reduce the amount of withholding Taxes imposed on the payment of any amount to any Person pursuant to this Agreement and any other Transaction Document to the extent permitted by Law, including by reasonably cooperating to execute and file any forms or certificates reasonably required to claim an available reduced rate of, or exemption from, withholding Taxes.

Section 2.3 Deposit.

(a) Promptly, but no later than two Business Days following the Parent's filing of the Bidding Protections Motion, Buyer shall immediately deposit an aggregate amount equal to five percent of the Base Purchase Price in cash into the Escrow Account (the "Initial Deposit"). Upon selection of the Buyer as the Successful Bidder pursuant to the Bidding Procedures, Buyer shall promptly deposit (and in any event within two Business Days thereof) an additional aggregate amount equal to five percent of the Base Purchase Price in cash into the Escrow Account, such

that the Deposit will equal ten percent of the Base Purchase Price (the "Second Deposit" and, together with the Initial Deposit, the "Deposit"). The Deposit shall be released and delivered (together with all accrued investment income thereon) by the Escrow Agent by wire transfer of immediately available funds to either Buyer or Sellers, as applicable, as follows:

(i) if the Closing occurs, the Deposit (and all accrued investment income thereon) shall be released to the Sellers (based on each Seller's Pro Rata Share) and applied against the Purchase Price.

(ii) if this Agreement is validly terminated by Sellers pursuant to Section 9.1(h), the Deposit, together with all accrued investment income thereon, shall be released to Sellers (based on each Seller's Pro Rata Share) within five Business Days of such termination; or

(iii) if this Agreement is validly terminated for any reason (other than a termination pursuant to Section 9.1(h), the Deposit, together with all accrued investment income thereon, shall be returned to Buyer within five Business Days of such termination.

(b) The Deposit shall be held by the Escrow Agent in the Escrow Account and shall be released by the Escrow Agent and delivered to either Buyer or the Sellers in accordance with this Agreement and the provisions of the Escrow Agreement.

Section 2.4 Closing.

(a) Subject to the satisfaction or, when permissible, waiver of the conditions set forth in Article VII, the closing of the Transaction (the "Closing") shall take place (i) at the offices of White & Case LLP located at 200 South Biscayne Boulevard, Suite 4900, Miami, Florida commencing at 10:00 a.m. (EST) on the date that is the ninth Business Day following the satisfaction or waiver of the last of the conditions set forth in Article VII (other than any such conditions which by their terms are not capable of being satisfied until the Closing Date), provided that if the Closing Date would fall on any of the first ten Business Days of a calendar month, the Closing shall occur on the date that is the eleventh Business Day of the applicable calendar month, or (ii) on such other date on a Business Day or at such other time or place as the Parties may mutually agree upon in writing. The Closing shall be effective for all purposes under this Agreement at 12:01 p.m. (EST) on the Closing Date.

(b) At the Closing, Sellers' Representative shall deliver, or cause to be delivered, to Buyer the following:

(i) a copy of the duly signed resignation letters of the directors and managers of the Company Entities (whose names are set forth in Exhibit A) substantially in the form attached as Exhibit B;

(ii) all equity assignments and powers sufficient to transfer the Acquired Interests to Buyer, in form and substance reasonably satisfactory to Buyer;

(iii) a copy of a resolution or written consent of the board of managers of the Company approving the sale of 50% of the Seagrave Interest in favor of Buyer, in form and substance reasonably satisfactory to Buyer;

(iv) A properly completed IRS Form W-9 (with respect to a U.S. Seller) and a Form W-8 (with respect to a non-U.S. Seller); provided that failure to deliver such a form shall not be a condition to Closing (provided, that the sole remedy to the Buyer if a Seller fails to deliver such a form is to withhold in accordance with Section 2.2(b));

(v) a copy of the certificate referred to in Section 7.3(d); and

(vi) a copy of the Sale Order.

(c) At the Closing, Buyer shall deliver, or cause to be delivered, to Sellers' Representative the following:

(i) payment by wire transfer of immediately available funds of an aggregate amount equal to (A) the Closing Payment, minus (B) the Deposit, in accordance with Section 2.2(a);

(ii) to the extent Buyer does not obtain the Wells Fargo Consent by the Closing, Buyer shall make all payments and satisfy any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility as required by Section 6.16(a)(ii); and

(iii) a copy of the certificate referred to in Section 7.2(c).

(d) All proceedings to be taken, payments to be made and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken, executed and delivered simultaneously, and no proceedings shall be deemed taken, payments shall be deemed made nor any documents executed or delivered until all have been taken, paid, executed and delivered.

Section 2.5 Closing Statement. At least eight Business Days prior to the Closing Date, Sellers' Representative shall provide Buyer with (a) a written statement (the "Closing Statement") setting forth Sellers' Representative's good faith calculation of (i) the Base Purchase Price, plus or minus (ii) the Book Value Adjustment as of the last day of the month immediately preceding the Closing Date (plus for a Book Value Surplus and minus for a Book Value Deficit), and (iii) the resulting amount (the "Closing Payment"), together with reasonable supporting documentation with respect to the calculation of the amounts set forth on the Closing Statement, (b) an estimated balance sheet, income statement and statement of cash flows of the Company as of the last day of the calendar month immediately preceding the Closing, (c) a copy of the monthly portfolio report prepared by the Company in the ordinary course of its business, reflecting collections, balances, charge-offs, recovery and delinquency as of the month preceding the Closing, and (d) the Loan Tape. The calculation of the Book Value Adjustment shall be prepared in accordance with the Accounting Principles. If requested by Buyer within two Business Days after delivery of the Closing Statement, Sellers' Representative shall provide Buyer and its Representatives with reasonable access, during normal business hours, to the books and records

relating to the Company Entities to the extent reasonably necessary to assist Buyer and its Representatives in their review of the Closing Statement. Prior to Closing, the Sellers' Representative shall cooperate in good faith to answer any questions raised by Buyer in its review of the Closing Statement, provided that if Buyer and the Sellers' Representative do not agree upon any or all of the adjustments set forth in the Closing Statement (1) there shall be no delay in Closing as a result thereof and (2) the amounts used to calculate the Closing Payment shall be the amounts set forth in the Closing Statement. For the avoidance of doubt, the Base Purchase Price is a fixed amount and is not subject to adjustment under this Section 2.5.

Section 2.6 Transfer Taxes. Notwithstanding anything herein to the contrary, Buyer shall be responsible for the payment of all Transfer Taxes imposed as a result of the transactions contemplated hereby. The Parties will reasonably cooperate in the preparation and filing of any Tax Returns or other documentation in connection with any Transfer Taxes subject to this Section 2.6, including joining in the execution of any such Tax Returns and other documentation to the extent required by Law.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY REGARDING THE COMPANY ENTITIES

On the date hereof and as of the Closing Date, the Company represents and warrants to Buyer, except as set forth in the corresponding sections of the Seller Disclosure Schedule, as follows:

Section 3.1 Organization; Authority; Enforceability.

(a) Each Company Entity is a corporation, limited liability company or other entity duly incorporated or formed, validly existing and in good standing (or the equivalent thereof) under the Laws of its jurisdiction of organization. Each Company Entity has all requisite power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as currently conducted. The Company has made available to Buyer prior to the date hereof accurate and complete copies of the Governing Documents of each of the Company Entities in effect as of the date hereof. Each such Governing Document is in full force and effect, and each of the Company Entities is in compliance with its respective Governing Documents. Section 3.1(a) of the Seller Disclosure Schedule sets forth an accurate and complete list of (i) any other Person that has merged or consolidated with or into any Company Entity since January 1, 2015 or (ii) any other Person all or substantially all of whose assets have been acquired by any Company Entity (whether by purchase, upon liquidation or otherwise) since January 1, 2015. The Company has made available to the Buyer the minute books of each member of the Company Entity, if any.

(b) Except as set forth in Section 3.1(b) of the Seller Disclosure Schedule, each Company Entity is duly qualified or licensed to do business and in good standing (or the equivalent thereof) in each jurisdiction in which the character or location of the properties it owns, leases or operates or the nature of the business it conducts makes such qualification, license or good standing (or the equivalent thereof) necessary, except where the failure to be so qualified or licensed and in

good standing (or the equivalent thereof) would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) The Company has all organizational power and authority to execute and deliver this Agreement and the Transaction Documents to which the Company is a party, to perform its obligations under this Agreement and the Transaction Documents to which it is a party and to consummate the transactions contemplated by this Agreement and the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement by the Company and each of the Transaction Documents to which it is a party and the consummation the transactions contemplated by this Agreement and the Transaction Documents to which it is a party have been duly and validly authorized by the Company. This Agreement has been duly executed by the Company, and each Transaction Document executed or to be executed by the Company is (if executed on the date of this Agreement) or will be (if to be executed at or prior to the Closing) duly executed and delivered by the Company and, assuming the due execution by Buyer or any other party(ies) thereto, this Agreement and the Transaction Documents to which the Company is (or will be) a party are (or will be) a valid and binding obligation of such Company Entities, enforceable against such Company Entities in accordance with their terms, except to the extent that its enforceability may be subject to the Remedies Exception.

Section 3.2 Non-contravention. Except as set forth on Section 3.2 of the Seller Disclosure Schedule, assuming the accuracy of the representations and warranties of Buyer set forth in Article V, neither the execution and delivery by the Company of this Agreement and the other Transaction Documents to which it is or will be a party, nor the consummation by the Company of the transactions contemplated by this Agreement and the Transaction Documents (a) violates, conflicts with or results in the breach of any provision of the respective Governing Documents of the Company Entities, (b) violates or constitutes a default under, gives rise to any right of termination, cancellation, payment or acceleration under or results in a breach of or imposition of any Lien (other than a Permitted Lien) on any of the material properties or assets of the Company Entities or under any Material Contract of any Company Entity, or (c) assuming receipt of the Consents of Governmental Authorities described in Section 3.5, and the accuracy of Section 5.4, violates, conflicts with or results in the breach of, requires any Consent or other action by any Person under, constitutes a default under or gives rise to any right of notice, payment, termination, amendment, modification, cancellation or acceleration of any right or obligation of any Company Entity or to a loss of any benefit to which any Company Entity is entitled to, under any Material Permit, Governmental Order or Law to which any Company Entity is subject, except in the case of clause (b), as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole. As of the date of this Agreement, the Company Entities are not involved in any Action that challenges or seeks to prevent, restrain or otherwise delay the transactions contemplated by this Agreement or the Transaction Documents.

Section 3.3 Capitalization.

(a) Section 3.3 of the Seller Disclosure Schedule sets forth, as of the date hereof, a true, accurate and complete list of the Company Entities, and with respect to each Company Entity, (a) its name and jurisdiction of organization, (b) its form of organization, and (c) the issued and outstanding Interests thereof and the owners thereof. No Company Entity holds

any Interests other than Interests in another Company Entity as set forth on Section 3.3 of the Seller Disclosure Schedule.

(b) Except for this Agreement, or as set forth on Section 3.3 of the Seller Disclosure Schedule, neither Parent, CRUSA Inc., Seagrave nor any Company Entity is a party to any Contract that would require Parent, CRUSA Inc., Seagraves or such Company Entity to sell, transfer, issue or otherwise dispose of any Interests of the Company Entities.

(c) Except as set forth on Section 3.3 of the Seller Disclosure Schedules, there are no issued or outstanding (i) Interests of the Company Entities, (ii) securities of the Company Entities convertible into or exchangeable for Interests of such Company Entity, (iii) options or other rights to acquire from any Company Entity or obligations of any Company Entity to issue, any Interests or securities convertible into or exchangeable for Interests of such Company Entity, (iv) Contracts requiring the repurchase, redemption or other acquisition of any Company Entity or other Interests of any Company Entity (other than this Agreement), (v) Liens or other restrictions on transfer (including preemptive rights or rights of first refusal) of any Acquired Interests or other Interests of the Company Entities other than under this Agreement or applicable securities Laws (and none of the foregoing shall arise by virtue of or in connection with the Transaction), or (vi) equityholder agreements, voting trusts, proxies or other Contracts to which any Company Entity is a party with respect to or concerning the purchase, sale, transfer or voting of the Acquired Interest or other Interests of any Company Entity, other than this Agreement.

Section 3.4 Ownership. Sellers own or will own as of the Closing, all of the issued and outstanding Interests in the Company, being only the Acquired Interests, as set forth in Section 3.3 of the Seller Disclosure Schedule. All outstanding Interests of each Company Entity (except to the extent such concepts are not applicable under the Law of such Company Entity's jurisdiction of formation or other Law) have been duly authorized and validly issued, are fully paid and nonassessable, are free and clear of any preemptive rights, restrictions on transfer or other Liens (other than restrictions under applicable federal and state securities Laws). Subject to the entry of the Sale Order and the conditions set forth herein, at the Closing, Buyer will be vested with direct legal ownership of the Acquired Interests.

Section 3.5 Government Authorizations. Subject to entry of the Sale Order, no Consent of or by any Governmental Authority is required to be obtained or made by the Sellers or any Company Entity in connection with the execution and delivery of this Agreement and the other Transaction Documents by the Sellers or the consummation by the Sellers of the Transaction or the other transactions contemplated by this Agreement or the Transaction Documents, other than (a) the Consents set forth on Section 3.5(a) of the Seller Disclosure Schedule, (b) Regulatory Approvals set forth on Section 3.5(b) of the Seller Disclosure Schedule, (c) the Consents set forth on Section 3.5(c) of the Seller Disclosure Schedule that are not required to be made or given until after the Closing or (d) Consents which, if not made or obtained, would not reasonably be expected to be, individually or in the aggregate, material to the Company Entities, taken as a whole.

Section 3.6 Financial Statements.

(a) Set forth on Section 3.6(a) of the Seller Disclosure Schedule are accurate and complete copies of (a) the audited consolidated balance sheets of the Company as of December

31, 2021 and December 31, 2020, and the related statements of operations for the respective periods covered thereby, together with the notes thereto (collectively, the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Company as of December 31, 2022 (the "Balance Sheet Date") and the related unaudited statements of income and of cash flows of the Company for the period ending on the Balance Sheet Date (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Section 3.6(a) of the Seller Disclosure Schedule, the Financial Statements, as applicable, present fairly in all material respects, respectively, the financial position and statements of operations of the Company, at the respective dates set forth therein and for the respective periods covered thereby, and were prepared from the books and records of the Company in accordance with the Accounting Standards and Accounting Principles in all material respects (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and any year-end adjustments), consistently applied, except as otherwise noted therein.

(b) None of the Sellers or the Company Entities, and none of their respective Affiliates or Representatives, have received any written or oral complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods or internal accounting controls of the Company Entities or any Seller (with respect to the business of the Company Entities), including any complaint, allegation, assertion or claim that any of the Company Entities or any Seller (with respect to the business of the Company Entities) has engaged in improper accounting or auditing practices.

(c) The Finance Net Receivables reflected on the Financial Statements and Finance Net Receivables arising after the Balance Sheet Date and reflected on the books and records of the Company Entities (i) arose in the Ordinary Course of Business from bona fide arm's-length transactions for the sale of goods or performance of services, (ii) are valid and (iii) are collectible in the Ordinary Course of Business (subject to reserves reflected in the Financial Statements) and, to the Sellers' Knowledge, are not subject to counterclaims or setoffs. Since the Balance Sheet Date, no Company Entity has cancelled, or agreed to cancel, in whole or in part, any accounts receivable except in the Ordinary Course of Business.

(d) Section 3.6(d) of the Seller Disclosure Schedule sets forth a correct and complete list of (i) the outstanding principal balance of all Retail Installment Sale Contracts held by each of the Company Entities as of December 31, 2022, and (ii) since January 1, 2022 through December 31, 2022, all charge-offs recorded by the Company Entities on their respective books in respect thereof as of such date.

Section 3.7 Undisclosed Liabilities. The Company Entities have no material Liabilities that would be required under the Accounting Standards to be reflected on a consolidated balance sheet of the Company Entities, except for Liabilities (a) set forth, reflected in, reserved against or disclosed in the Financial Statements, (b) incurred in connection with the transactions contemplated by this Agreement, (c) incurred in the Ordinary Course of Business since the Balance Sheet Date, (d) set forth on Section 3.7 of the Seller Disclosure Schedule or (e) which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.8 Absence of Certain Changes. Except as set forth on Section 3.8 of the Seller Disclosure Schedule, from January 1, 2022 to the date hereof, (a) each Company Entity

has conducted its respective business in all material respects in the Ordinary Course of Business, (b) there has not been any change in accounting methods, principles or practices affecting the Company Entities, except as was required or permitted by Accounting Standards or Laws as set forth on Section 3.8 of the Seller Disclosure Schedule, (c) no Company Entity has acquired or divested any business or Person, by merger or consolidation, purchase of substantial assets or equity interests, or sale, or by any other manner, in a single transaction or series of related transactions, or entered into any Contract, letter of intent or similar arrangement with respect to the foregoing and (d) there has not been a Material Adverse Effect.

Section 3.9 Tax Matters.

(a) Each Company Entity has (i) timely filed, or caused to be filed, all income and other material Tax Returns that it was required to file on or prior to the date hereof, taking into account all permitted extensions, and (ii) timely paid or caused to be paid all material Taxes owed by it, whether or not shown to be due and payable on its Tax Returns. All such Tax Returns were correct and complete in all material respects as of the date hereof. There are no Liens for Taxes on any of the assets of any Company Entity other than Permitted Liens.

(b) None of the Company Entities currently is the beneficiary of any extension of time within which to file any Tax Return with respect to material Taxes. No claim has ever been made by any Governmental Authority in a jurisdiction where such Company Entity does not file Tax Returns that any Company Entity is or may be subject to taxation by that jurisdiction.

(c) Each Company Entity has withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, partner, stockholder, beneficial owner, or other third party.

(d) (i) There are no outstanding or unsettled written claims, asserted deficiencies or assessments against any Company Entity for the assessment or collection of any material Taxes, (ii) there are no ongoing or scheduled audits, examinations or other administrative or judicial proceedings with respect to any material Taxes of any Company Entity, and (iii) none of the Company Entities is a party to any Tax indemnification, Tax allocation, Tax sharing or similar agreement with respect to material Taxes, other than Contracts entered into in the Ordinary Course of Business that are not primarily related to Taxes.

(e) No Company Entity has (A) waived any statute of limitations in respect of material Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, or (B) sought or received any Tax ruling from any Governmental Authority.

(f) For U.S. federal tax purposes, each Company Entity's classification and treatment is set forth below.

(i) The Company is a partnership within the meaning of Treasury Regulations Section 301.7701-3(b).

(ii) Each of the following is a business entity that is a disregarded entity pursuant to Treasury Regulations Sections 301.7701-2(c)(2) and 301.7701-3(b):

(1) Auto Funding Services, LLC ("Services LLC");

(2) Credito Real USA Receivables, LLC ("Depositor LLC");

(3) Credito Real USA Auto Receivables Trust 2021-1 ("Issuer Trust"); and

(4) CRUSAFIN Holding LP ("Holding LP").

(iii) The Company is the owner for income tax purposes of all of the assets held by Services LLC, Depositor LLC, Issuer Trust (or by its trustee for the benefit of Issuer Trust) and Holding LP.

(iv) The Company is the obligor for income tax purposes of all of the liabilities of Services LLC, Depositor LLC, Issuer Trust (or of its trust on behalf of Issuer Trust) and Holding LP.

(v) CRUSAFIN Costa Rica, S.A. ("CRSA") is a controlled foreign corporation as defined in Section 957 of the Code.

(g) No Company Entity (A) is liable for Taxes of any predecessor, (B) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was another Company Entity) or (C) has any Liability for Taxes of any Person (other than a Company Entity) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(h) Neither Buyer nor any Company Entity will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (A) any method of accounting for a taxable period (or portion thereof) ending on or before the Closing Date; (B) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. law); (C) prepaid amount received on or before the Closing Date outside the ordinary course of business; or (D) Section 951 or Section 951A of the Code with respect to any income, asset or activity of a Company Entity in a taxable period (or portion thereof) ending on or before the Closing Date.

(i) No Company Entity is or has been a party to any listed transaction as defined in Section 6707A(c)(2) of the Code or Treasury Regulations Section 1.6011-4(b).

(j) No Company Entity claimed the employee retention credit under the Coronavirus Aid, Relief and Economic Security Act (or any similar program or provisions in any jurisdiction).

(k) The representations and warranties set forth in this Section 3.9 (i) are the sole representations and warranties regarding Taxes and (ii) are made only with respect to Tax periods ending on or prior to the Closing Date and shall not be construed as a representations and

warranties with respect to any Taxes attributable to any Tax period (or portion thereof) beginning after the Closing Date or any Tax positions taken by the Company Entities in any Tax period (or portion thereof) beginning after the Closing Date.

Section 3.10 Real Property.

(a) The Company Entities do not and have not owned any real property or any interest in real property. Except for the Leased Real Property subject to the Lease Agreements, there is no material real property used by any Company Entity in, or otherwise related or necessary to, the operation of the Company Entities. The Sellers have made available to Buyer correct and complete copies of the Lease Agreements (including any amendments, extensions or renewals with respect thereto).

(b) The Leased Real Property is in good working order, operating condition and state of repair (ordinary wear and tear excepted) and has been maintained in the manner and to the standard required under the applicable Lease Agreement, except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole.

(c) The Lease Agreements are legal, valid, binding, enforceable and in full force and effect, and neither the Company Entity party thereto, nor, to the Sellers' Knowledge, any other party thereto, is in breach or default under such Lease Agreement. Except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole, (i) each Company Entity has exclusive and peaceful possession of all Leased Real Property, (ii) no Person, other than a Company Entity, leases, subleases, licenses, possesses, uses or occupies all or any portion of the Leased Real Property, and (iii) there are no outstanding options, rights of first refusals, rights of first offer or other third-party rights to purchase, use, occupy, sell, assign or dispose of the Leased Real Property or any interest therein. Except as would not, individually or in the aggregate, result in a material Liability to the Company Entities, taken as a whole, there are no pending or, to the Sellers' Knowledge, threatened (in writing) proceedings to take all or any portion of the Leased Real Property or any interest therein by eminent domain or any condemnation proceeding (or the jurisdictional equivalent thereof) or any sale or disposition in lieu thereof.

Section 3.11 [Reserved].

Section 3.12 Contracts.

(a) Section 3.12(a) of the Seller Disclosure Schedule sets forth a correct and complete list (which list is arranged in subsections to correspond to the subsections of this Section 3.12(a)), as of the date hereof, of the following Contracts to which a Company Entity is a party or under which a Company Entity has any benefits, rights or Liabilities or is otherwise bound, other than the Retail Installment Sale Contracts (each, a "Material Contract"):

(i) each Contract (or group of Contracts with the same party or its Affiliates) (A) pursuant to which the Company Entities received or made payments in excess of $250,000 in the aggregate during the 12 month period ended December 31, 2022 or (B) which provides for or contemplates aggregate future payments in excess of $250,000

to or from the Company Entities during calendar year 2023, in each case excluding any Contracts disclosed under Section 3.12(a)(viii) of the Seller Disclosure Schedule;

(ii) each Contract (A) which contains any covenant which materially restricts any of the Company Entities from competing or engaging in any geographical area, activity or business or from soliciting or hiring any Person for employment or to provide services or (B) pursuant to which any Company Entity grants to any Person the exclusive right to market, distribute or resell any product or service, or to exclusively represent any Company Entity with respect to any such product or service, act as exclusive agent for any Company Entity in connection with the marketing, distribution or sale of any product or service, or similar exclusive rights; or (C) that is a sales, commission, agency, marketing, representative or similar Contract under which the Company Entities made payments exceeding $100,000 in the aggregate during the 12 month period ending December 31, 2022 or which provides for or contemplates aggregate future payments in excess of $100,000 during calendar year 2023;

(iii) each Contract (A) under which any Company Entity has created, incurred, assumed or guaranteed any material outstanding Indebtedness for borrowed money or granted a Lien on its assets, whether tangible or intangible, to secure such Indebtedness or (B) is a swap, exchange, commodity option, hedging or other derivative Contract;

(iv) each (A) joint venture, partnership or other Contract involving a sharing of profits or losses with any other Person or (B) Contract or letter of intent for the disposition or acquisition of any business, capital stock or assets by any Company Entity;

(v) each Contract or settlement with any Governmental Authority or any other Governmental Order to which any Company Entity is subject to;

(vi) each Contract for the sale of products or services that provides terms materially and adversely different from the standard terms of the Company Entities' standards/form Contracts with dealers, customers, suppliers or vendors;

(vii) each Affiliate Arrangement;

(viii) each Lease Agreement;

(ix) each Contract providing for employment or engagement of any person on a full-time, part-time, independent contractor or other basis or otherwise providing compensation to any director, employee or individual independent contractor with an annual base salary or wage rate of $100,000 or more; and

(x) Other than (i) "shrink-wrap", "click-wrap", "web-wrap" or other licenses for commercially available software with annual aggregate license and maintenance fees of less than $250,000, (ii) licenses for Open Source Material, (iii) licenses granted to a Company Entity in employee, independent contractor and consulting agreements on such Company Entity's standard form(s) therefor, which have been provided to Buyer prior to the date hereof, (iv) licenses for the use of a Trademark, name,

logo, or other identifier where the grant of the license is not material to the purpose of such Contract, (v) licenses granted by a Company Entity to customers or end users in the ordinary course of business, (vi) incidental licenses granted by a Company Entity to vendors and service providers for the purpose of providing the applicable services to Company Entity, and (vii) confidentiality agreements, each Contract that (A) grants a Company Entity any right to use any material Intellectual Property (B) permits any third-party to use, enforce or register any material Company Owned IP, including any license agreements, coexistence agreements and covenants not to use; or (C) materially restricts the right of any Company Entity to use or register any material Intellectual Property, including settlement agreements, coexistence agreements and covenants not to sue.

(b) Each Material Contract is in full force and effect, enforceable in accordance with its terms and is the legal, valid and binding obligation of the Company Entity, which is a party to such Material Contract, subject to the Remedies Exception and, to the Sellers' Knowledge, the other parties thereto. Except as set forth in Section 3.12 of the Seller Disclosure Schedule, no Company Entity, nor to the Sellers' Knowledge, any of the other parties thereto is in breach, violation or default, and, to the Sellers' Knowledge, no event has occurred which with notice or lapse of time or both would constitute any such breach, violation or default, or permit termination, modification, or acceleration by such other parties, under such Material Contract. The Sellers have made available to Buyer an accurate and complete copy of each Material Contract, including all amendments, modifications and supplements thereto.

Section 3.13 Insurance. Section 3.13 of the Seller Disclosure Schedule contains a true, accurate and complete list of all current insurance policies maintained by or insuring any Company Entity (collectively, the "Company Insurance Policies"), including with respect to each such policy, the policy type, first named insured, policy number, carrier, term, type and amount of coverage and annual premium, and the Sellers have made available accurate and complete copies of such Company Insurance Policies to the Buyer. Sellers have provided Buyer with actual copies of run loss reports for each Company Insurance Policy since January 1, 2020. The Company Insurance Policies provide the Company Entities with insurance coverage that is customarily maintained by comparable companies in their industries. Except as set forth on Section 3.13 of the Seller Disclosure Schedule, no Company Entity has received any notice from the insurer under any such Company Insurance Policy disclaiming coverage, reserving rights with respect to a particular claim or such policy in general or canceling or materially amending any such policy, and there is no material claim by any Company Entity pending under any of the Company Insurance Policies. All premiums due and payable for such Company Insurance Policies have been duly paid.

Section 3.14 Litigation. Other than the Mexican Liquidation Proceeding, the Chapter 11 Case, the Chapter 15 Case and any adversary proceedings and contested matters commenced therein, there are (a) no outstanding Governmental Orders and (b) no Actions pending or, to the Sellers' Knowledge, threatened in writing, in each case against or involving any Company Entity that would, individually or in the aggregate, reasonably be expected to result in a material Liability to the Company Entities, taken as a whole. Section 3.14 of the Seller Disclosure Schedule sets forth a true, accurate and complete list of any Action pending or, to the Sellers' Knowledge, threatened in writing by or against each Company Entity since January 1, 2020. To the Sellers' Knowledge, there is no investigation by any Governmental Authority involving any

Company Entity or any of their respective properties, operations, assets, officers, directors, managers, agents or employees (in their respective capacities as such).

Section 3.15 Labor Matters.

(a) Section 3.15(a) of the Seller Disclosure Schedule contains a list of all persons who are employees, independent contractors or consultants of the Company Entities as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (A) name; (B) title or position (including whether full-time or part-time); (C) hire or retention date; (D) current annual base compensation rate or contract fee; (E) commission, bonus or other incentive-based compensation; and (F) a description of the fringe benefits provided to each such individual as of the date hereof.

(b) Each Company Entity is in material compliance with all Laws respecting labor, employment and employment practices, including, without limitation, all laws respecting terms and conditions of employment, health and safety, wages and hours, child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

(c) No Company Entity is a party to nor bound by any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council. No employees of any Company Entity are represented by any labor union, labor organization or works council and there are no labor agreements, collective bargaining agreements or any other labor-related agreements or arrangements that pertain to any of the employees of any Company Entity. There are no pending strikes, lockouts, work stoppages or slowdowns, pickets, boycotts, unfair labor practice charges, labor disputes, or grievances involving employees of the Company Entities.

(d) To the Sellers' Knowledge, no employee of any Company Entity is in material violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to any Company Entity or (ii) to a former employer of any such employee relating (A) that would impair the ability of, or prohibit, any such employee to be employed by any Company Entity or (B) to the knowledge or use of trade secrets or proprietary information.

(e) There are no Actions by or against any Company Entity pending, or to the Sellers' Knowledge, threatened in writing to be brought or filed, by or with any Governmental Authority in connection with the employment or termination of employment of any employee or applicant to become an employee, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay or any other employment-related matter arising under Laws. No Company Entity is party to a settlement agreement executed on or since January 1, 2020, with a current or former director, officer, employee or independent contractor of any Company Entity that involves allegations relating to sexual harassment, sexual misconduct or discrimination by either (i) an officer of any Company Entity or (ii) an employee of any Company Entity whose base compensation is or was in excess of

$110,000 per year, in each case, where such alleged conduct occurred in connection with such employee's employment with the Company Entities. To the Sellers' Knowledge, no allegations of sexual harassment or sexual misconduct have been made in the last three (3) years against (i) any officer of any Company Entity or (ii) an employee of any Company Entity whose base compensation is or was in excess of $110,000 per year, in each case, where such alleged conduct occurred in connection with such employee's employment with the Company Entities.

(f) All compensation, including wages, commissions and bonuses payable to any employees or independent contractors of the Company Entities for services performed on or prior to December 31, 2022 have been paid in full or accrued in the Company's financial records. The Company Entities have withheld all amounts required by Law or agreement to be withheld from the wages or salaries of employees and the Company Entities are not liable for any arrears of any Tax or penalties for failure to comply with the foregoing.

Section 3.16 Employee Benefits.

(a) Set forth on Section 3.16(a) of the Seller Disclosure Schedule is a true, complete and correct list of all Benefit Plans. Neither any Company Entity, nor, to the Sellers' Knowledge, any other Person has announced any plan or made any commitment to create or enter into any additional plan, arrangement, agreement or policy which would constitute a Benefit Plan if in existence on the date hereof or to amend or modify any existing Benefit Plan.

(b) Each Benefit Plan has been established, maintained and administered in all material respects in accordance with its terms and is in material compliance with all Laws, including ERISA and the Code. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualified status, or is maintained pursuant to a volume submitter or prototype document for which a favorable IRS opinion or advisory letter has been issued which may be properly relied upon by the respective Benefit Plan. All contributions to, and payments from, each Benefit Plan that are required to be made in accordance with the terms and conditions thereof and Laws (including ERISA and the Code) have been, in all material respects, timely made or properly accrued.

(c) Neither the Company Entities nor any ERISA Affiliate thereof maintains, contributes to, is required to contribute to, or has any liability with respect to (A) any defined benefit pension plan or any plan, program or arrangement subject to Title IV of ERISA, Section 302 or 303 of ERISA or Sections 412 or 436 of the Code, (B) any Multiemployer Plan (as defined in Section 3(37) of ERISA), (C) any Multiple Employer Plan (as defined in Section 413(c) of the Code), or (D) any Multiple Employer Welfare Arrangement (as defined in Section 3(40) of ERISA) and neither the Company Entities nor any ERISA Affiliate thereof has maintained, contributed to, been required to contribute to, or had any liability with respect to any plan described in clauses (A), (B), (C) or (D) above within the last six (6) years prior to the date of this Agreement.

(d) No Benefit Plan provides or has an obligation to provide post-employment medical, life insurance or other welfare benefits to any individual (other than as required under Section 4980B of the Code or any similar Law). Each "group health plan" (within the meaning of Code section 5000(b)(1)) maintained by the Company Entities is in compliance in all material respects with the applicable requirements of the Affordable Care Act all documents are in

compliance in all material respects with current Affordable Care Act requirements, to the Sellers' Knowledge, and there exists no basis upon which the Company Entities would reasonably be expected to be subject to any fine or penalty under the Affordable Care Act. The Company Entities do not sponsor any welfare plan as defined in Section 3(1) of ERISA that is a group health plan, where the benefits under which are not provided exclusively from the assets of the Company Entities or any ERISA Affiliate of the Company Entities or through insurance contracts.

(e) The Company Entities have made available to Buyer with respect to each Benefit Plan, where applicable, complete and correct copies of (A) the current plan document and amendments thereto (including all insurance contracts, evidences of coverage and other related documents); (B) the current trust agreement or other funding arrangements (including insurance policies) and amendments thereto; (C) the most recent Form 5500 annual reports; (D) the most recent summary plan description and summaries of any material modification thereto; (E) all material correspondence with the IRS, Department of Labor and Pension Benefit Guaranty Corporation regarding any Benefit Plan; (F) all discrimination testing for each Benefit Plan for the three (3) most recent plan years; (G) the most recent determination or opinion letter received from the IRS regarding the Benefit Plans; (H) the latest financial statements for the Benefit Plans; and (I) the most recent actuarial valuations, if applicable, and latest financial statement for each of the Benefits Plans.

(f) Except as set forth on Section 3.16(f) of the Seller Disclosure Schedule, there is no pending or, to the Knowledge of the Sellers, threatened, Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan or, to the Sellers' Knowledge, fiduciary of a Benefit Plan, is presently the subject of an examination, investigation or audit by any Governmental Authority or the subject of an application or filing under voluntary compliance, self-correction or similar program sponsored by any Governmental Authority (including the Employee Plans Compliance Resolution System, the Voluntary Fiduciary Correction Program or the Delinquent Filers Voluntary Correction Program). For purposes of the Benefit Plans, the Company Entities have, in all material respects, properly classified individuals providing services as independent contractors or employees, as the case may be.

(g) Except as set forth on Section 3.16(g) of the Seller Disclosure Schedule, none of the execution and delivery of this Agreement, the performance by any Party of its obligations hereunder or the consummation of the transactions (alone or in conjunction with any other event, including any termination of employment on or following the Closing Date) will (i) entitle any employee, director or other individual providing services to the Company Entities to any compensation or benefit under any Benefit Plan, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefit under any Benefit Plan, or (iii) result in any breach or violation of, or default under, or limit the Company Entities' rights to amend, modify or terminate any Benefit Plan.

(h) No Benefit Plan has engaged in any non-exempt "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) that would be expected to result in a material liability to the Company Entities. The Company Entities have not, nor to the Knowledge of the Sellers, has any other Person, engaged in any transaction with respect to any Benefit Plan that would be reasonably likely to subject the Company Entities to any material Tax or material penalty (civil or otherwise) imposed by ERISA, the Code or other Law.

(i) Each Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and that is subject to Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder during the respective time periods in which such operational or documentary compliance has been required. No Benefit Plan or individual agreement with any employee or service provider of the Company Entities provides for any actual or potential obligation to reimburse or otherwise "gross up" any Person for the interest or additional tax set forth under Section 409A(a)(1)(B) of the Code or otherwise.

(j) No Company Entity is a party to any agreement, contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or non-U.S. Tax law) in connection with the transactions contemplated by this Agreement or (ii) any amount that will not be fully deductible as a result of Section 162(m) of the Code (or any corresponding provision of state, local, or non-U.S. Tax law.

Section 3.17 Legal Compliance.

(a) Except for Laws relating to Taxes (which are addressed exclusively in Section 3.9), Laws regarding employees and related matters (which are addressed exclusively in Section 3.15), Permits (which are addressed exclusively in Section 3.19), Laws relating to intellectual property, information technology and data privacy (which are addressed exclusively in Section 3.20), the operations of the Company Entities are not being, and have not since January 1, 2020 been, conducted in violation in any material respect of any Law applicable to any relevant Company Entity, and no Company Entity (nor any Seller on behalf of any Company Entity) is in receipt of, nor has it received since January 1, 2020, any written notice with respect to any actual, alleged or potential failure to comply with any provision of Law, the Material Permits or Governmental Order. Since January 1, 2020, no Company Entity, or any of the Sellers with respect to the Company Entities, has conducted any internal investigation with respect to any potential or alleged material conflict with, defaulted under or violation of, or noncompliance with, any Law, the Material Permits or Governmental Order. To the Seller's Knowledge, as of the date of this Agreement, there is no unresolved violation with respect to any report, form, schedule, registration, statement or other document filed by, or relating to any examinations by, any Governmental Authority of any Company Entity.

(b) Since January 1, 2020, each Company Entity has complied in all material respects with all applicable Consumer Protection Laws. Since January 1, 2020, each Company Entity has conducted its operations in compliance in all material respects with applicable financial recordkeeping and reporting requirements of all Anti-Money Laundering Laws, anti-terrorist financing Laws and know-your-customer Laws administered or enforced by any Governmental Authority in jurisdictions where the applicable Company Entity conducts business.

(c) Since January 1, 2020, (i) each Company Entity and, to the Sellers' Knowledge, their respective officers, directors, agents and employees, in each case, in their capacity as such, have complied in all material respects with (A) all Anti-Bribery Laws and (B) all economic sanctions Laws including those administered by the Office of Foreign Assets Control

(collectively, "Sanctions"), in each case, solely to the extent such laws are applicable to the applicable Company Entity's business and (ii) the Company Entities have not engaged in any transactions or dealings with any Person or jurisdiction that, to the Sellers' Knowledge, is the subject or target of Sanctions. Each Company Entity has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by the Company Entities with Anti-Bribery Laws and Sanctions in all material respects, if applicable.

Section 3.18 Brokers' Fees. Except as set forth on Section 3.18 of the Seller Disclosure Schedule, no Company Entity has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of any Company Entity or Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the Transaction Documents or the consummation of the transactions contemplated hereby and thereby.

Section 3.19 Permits. Section 3.19 of the Seller Disclosure Schedule sets forth a true, accurate and complete list of the material Permits held by the Company Entities, which Permits constitute all Permits required to conduct the businesses of the Company Entities as currently conducted (the "Material Permits"). Each Company Entity is not, and has not since January 1, 2020, been, in material violation of the terms of any such Material Permits. No Company Entity has received, since January 1, 2020, any written notice of any suspension, revocation, cancellation, non-renewal or material modification, in whole or in part, of any such Material Permit, or any threat thereof. There is no Action pending that would reasonably be expected to result in the revocation or termination of any such Material Permit. There are no outstanding or unsatisfied Governmental Orders by any Governmental Authority against any Company Entity with respect to such Material Permits.

Section 3.20 Intellectual Property; Data Privacy.

(a) Section 3.20(a) of the Seller Disclosure Schedule sets forth a true, accurate and complete list of all (i) domain names, (ii) material proprietary computer software, and (iii) registered and material unregistered Trademarks or pending applications for Trademarks, in each case that are included in the Company Owned IP. The Company does not own any (x) patents or pending applications for patents, or (y) registered copyrights. Except as disclosed in Section 3.20(a) of the Seller Disclosure Schedule, all Company Owned IP that is the subject of a registration or pending application is valid and enforceable, in good standing, and all required filings and fees related to such Company Owned IP have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars. No Governmental Order has been rendered in any Action denying the validity of a Company Entity's right to register, or a Company Entity's rights to own or use, any Company Owned IP. The Company Entities own, free and clear of all Liens (except for Permitted Liens), all right, title and interest in and to the Company Owned IP. Company has not granted any material right, license or interest in or to the Company Owned IP to any third party.

(b) To the Sellers' Knowledge, no third party is infringing upon, misappropriating or otherwise violating any Company Owned IP, and since January 1, 2020, until the date of this Agreement, the Company Entities have not sent any notice to or asserted or threatened in writing any action or claim against any Person involving or relating to any Company

Owned IP. Except as would not, individually or in the aggregate, impose a material Liability on the Company Entities, the conduct of the business of the Company Entities in the manner formerly conducted, currently conducted and as currently contemplated by Sellers or the Company Entities to be conducted, did not and does not infringe upon, misappropriate, dilute or otherwise violate any Intellectual Property owned by a third party. The Company Entities have not received any written communication since January 1, 2020, alleging that any Company Entity has infringed or, misappropriated, diluted or otherwise violated any material Intellectual Property of any Person. Except as set forth in Section 3.20(b) of the Seller Disclosure Schedule, on the Closing Date, the Company Entities will have the right and license to use all in-bound Intellectual Property licenses, in the same manner and subject to the same limitations and scope as the applicable Company Entity had immediately prior to the Closing, except, in each case, as would not, individually or in the aggregate, impose a material Liability on the Company Entities.

(c) The Company Entities are in material compliance with all applicable Data Protection Laws. To the Knowledge of the Sellers, there have been no failures, unauthorized disclosures or uses of Personal Data, security breaches or other material adverse events affecting the software, computer hardware, firmware, networks, interfaces and related systems used by and under the control of the Company Entities or the Sellers (collectively, "IT Systems"). The Company Entities provide for the back-up and recovery of material data and have implemented commercially reasonable disaster recovery plans and procedures. The Company Entities and the Sellers have taken commercially reasonable steps for a business engaged in the industries in which they are engaged (including implementing and monitoring compliance with adequate measures with respect to technical and physical security) designed to protect the integrity and security of the IT Systems and the information stored therein (including all Personal Data, trade secrets and other confidential information owned, collected, protected or maintained by the Company Entities and the Sellers) from misuse or unauthorized use, access, disclosure or modification by third parties. The IT Systems (a) are adequate for the operation of the business of the Company Entities and the Sellers as currently conducted, (b) to Sellers' Knowledge, perform in material conformance with their documentation and (c) are to Sellers' Knowledge free from any virus, Trojan horse, or "back door" material defect, other than for manufacturers' design defects. To the Knowledge of the Sellers, the Company Entities have not experienced any loss, damage, or unauthorized access, disclosure, use, or breach of security of any Personal Data in any Company Entity's possession, custody, or control, or otherwise held or processed on its behalf.

(d) The representations and warranties in this Section 3.20 are the sole and exclusive representations and warranties relating to intellectual property and data privacy matters.

Section 3.21 Affiliate Transactions. None of the Sellers, nor any directors or officers of the Company, nor any of their respective Affiliates (a) is party to any Contract with any Company Entity (other than (x) employment arrangements entered into in the Ordinary Course of Business and (y) any agreement or transaction which is not substantially less favorable to the applicable Company Entity as would reasonably be expected to be obtained by such Company Entity at the time in a comparable arm's length transaction with a Person not affiliated with such

Company Entity), or (b) owns any material property or right, tangible or intangible, that is used by any Company Entity.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES REGARDING EACH SELLER

On the date hereof and as of the Closing Date, each Seller represents and warrants, severally and not jointly (and only as to itself or himself and not as to the other Seller), to Buyer, except as set forth in the corresponding sections of the Seller Disclosure Schedule, as follows:

Section 4.1 Organization; Legal Capacity. Parent is an entity duly organized, validly existing, and in good standing under the Laws of Mexico. CRUSA Inc. is an entity duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seagrave is an individual domiciled in the State of Florida. Subject to the necessary authority from the Bankruptcy Court, the Mexican Liquidation Court and/or the Mexican Liquidator, as applicable, Parent and CRUSA, Inc. have all requisite corporate power and authority to carry on their business as currently conducted, and to own, lease and operate their properties where such properties are now owned, leased or operated, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 4.2 Authorization; Enforceability. Parent and CRUSA Inc. have, subject to the Bankruptcy Court's entry of the Sale Order and any necessary approvals from the Mexican Liquidation Court, all requisite corporate power and authority, and Seagrave has all legal capacity, power and authority, in each case, to execute and deliver this Agreement and the other Transaction Documents to which such Seller is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transaction and the transactions contemplated hereby and by the Transaction Documents. The execution, delivery and performance by Parent and CRUSA Inc. of this Agreement and such other Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary company or other action on the part of Parent and CRUSA Inc., as applicable. This Agreement has been, and each Transaction Document to which such Seller, and with respect to Parent, subject to the Bankruptcy Court's entry of the Sale Order and any necessary approvals from the Mexican Liquidation Court, is or will be a party has been or will be, duly executed and delivered by such Seller and constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, subject to the Remedies Exception.

Section 4.3 Title.

(a) Upon the terms and subject to the conditions contained in this Agreement and, with respect to Parent and CRUSA Inc., subject to requisite Bankruptcy Court approvals and the terms of the Sale Order and any necessary approvals from the Mexican Liquidation Court, such Seller is (or, in the case of Parent, will be after the consummation of the Reorganization) the record, legal and beneficial owner of the Acquired Interests set forth opposite such Seller's name on Section 3.3 of the Seller Disclosure Schedule (and other than as otherwise set forth on Section 3.3 of the Seller Disclosure Schedule, owns (or, in the case of Parent, will own after the consummation

of the Reorganization), of record or beneficially, no other Interests in the Company or any Company Entity), and such Seller has good and marketable title to such Acquired Interests, free and clear of all Liens. Such Seller has (or, in the case of Parent, will have after the consummation of the Reorganization) full right, power and authority to transfer and deliver to the Buyer valid title to the Acquired Interests held by such Seller, free and clear of all Liens. Subject to entry of the Sale Order, the assignments, endorsements, membership interest powers and other instruments of transfer delivered by the Sellers to the Buyer at the Closing are sufficient to transfer such Seller's entire interest, legal and beneficial, in the Acquired Interests and, immediately following the Closing, the Buyer will be the record and beneficial owner of the Acquired Interests and have good and marketable title to the Acquired Interests, free and clear of all Liens. Except pursuant to this Agreement, there is no contractual obligation pursuant to which any Seller has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any equity interests in any Company Entity.

(b) Except as set forth on Section 4.3(b) of the Seller Disclosure Schedule and this Agreement, there is no Contract pursuant to which any Seller has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any Interests in the Company Entities. There are no equityholder agreements, voting trusts, proxies or other Contracts to which any Seller is a party with respect to or concerning the purchase, sale, transfer or voting of the Acquired Interests or other Interests of any Company Entity, other than this Agreement.

Section 4.4 Brokers' Fees. With the exception of Riveron Consulting, LLC, neither Seller nor any of its or his Affiliates has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of any Company Entity or Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the other Transaction Documents to which such either Seller is or will be a party or the consummation of the Transaction. Each Seller acknowledges and agrees that it is solely liable for payment of any broker's fees owed to any brokers retained by such Seller relating to or arising from this Agreement, including any broker's fees owed by the CR Sellers to Riveron Consulting LLC.

Section 4.5 Litigation. Except for the Mexican Liquidation Proceeding and any adversary proceedings or contested matters pending in connection therewith, there are (a) no outstanding Governmental Orders and (b) no Actions pending or, to such Seller's Knowledge, threatened in writing, before any Governmental Authority, in each case against any such Seller that would, individually or in the aggregate, that would reasonably be expected to materially interfere with, prevent or materially delay the ability of such Seller to enter into and perform its obligations under this Agreement or consummate the Transaction.

Section 4.6 No Additional Representations and Warranties. Except for the express representations and warranties provided in Article III and this Article IV and any certificate delivered pursuant to this Agreement, neither of the Sellers nor any of their respective Affiliates, nor any of their respective Representatives or equity holders or any other Person acting on either Seller's behalf has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to the Sellers or any of the Company Entities (including any representation or warranty relating to financial condition, results of operations, assets or liabilities of any of the Company Entities) to Buyer, Buyer Parent or any of

their Affiliates or their respective Representatives or equity holders or any other Person, and the Sellers, on behalf of themselves and their respective Affiliates and Representatives, hereby disclaim any such other representations or warranties and no such party shall be liable in respect of the accuracy or completeness of any information provided to Buyer, Buyer Parent or any of their Affiliates or their respective Representatives or equity holders other than the express representations and warranties provided in Article III and this Article IV and any certificate delivered pursuant to this Agreement. Except for the representations and warranties contained in Article III and this Article IV (as modified by the Disclosure Schedules), Sellers are selling the Acquired Interests "as is-where is" and disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer, Buyer Parent or their Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer or Buyer Parent by any Representative of Seller). Neither of the Sellers nor any of their respective Affiliates, nor any of their respective Representatives or equity holders or any other Person acting on either Seller's behalf is, directly or indirectly, orally or in writing, making any representations or warranties regarding any pro-forma financial information, financial projections or other forward-looking prospects, risks or statements (financial or otherwise) of the Company Entities to Buyer, Buyer Parent or their Affiliates (including any opinion, information, projection or advice in any management presentation or the confidential information memorandum provided to Buyer or Buyer Parent), and the Sellers, on behalf of themselves and their respective Affiliates and Representatives, hereby disclaim all Liability and responsibility for any such information and statements. It is understood that any due diligence materials made available to Buyer, Buyer Parent or their Affiliates or their respective Representatives do not, directly or indirectly, and shall not be deemed to, directly or indirectly, contain representations or warranties of the Sellers or their respective Affiliates or their respective Representatives.

ARTICLE V

REPRESENTATIONS AND WARRANTIES REGARDING BUYER AND BUYER PARENT

On the date hereof and as of the Closing Date, each of Buyer and Buyer Parent represents and warrants to the Sellers, except as set forth in the corresponding sections of the Buyer Disclosure Schedule, as follows:

Section 5.1 Organization; Legal Capacity. Buyer is a corporation, duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of the State of Florida. Buyer has all requisite organizational power and authority to carry on its business as currently conducted by it and to own, lease and operate its properties where such properties are now owned, leased or operated. Buyer is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased by it or in which the conduct of its business requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby. Buyer Parent is a *sociedad anónima de capital variable* duly organized, validly existing and in good standing (or the equivalent thereof) under the Laws of Mexico. Buyer Parent has all requisite organizational power and authority to carry on its business as currently conducted by it and to own, lease and operate its properties where such properties are

now owned, leased or operated. Buyer Parent is duly qualified or licensed to do business and is in good standing (or the equivalent thereof) in each jurisdiction in which the property owned, leased by it or in which the conduct of its business requires it to be so qualified or licensed, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or the equivalent thereof) would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.2 Authorization. Each of Buyer and Buyer Parent has all requisite organizational power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transaction and the transactions contemplated hereby and by the Transaction Documents. The execution, delivery and performance by each of Buyer and Buyer Parent of this Agreement and such other Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary corporate and other organizational action on the part of Buyer and Buyer Parent, as applicable. This Agreement has been, and each Transaction Document to which Buyer and Buyer Parent is or will be a party has been or will be, duly executed and delivered by Buyer and Buyer Parent and constitutes a legal, valid and binding obligation of Buyer and Buyer Parent, enforceable against each of them in accordance with its terms, subject to the Remedies Exception.

Section 5.3 Non-contravention. Neither the execution and delivery of this Agreement or the other Transaction Documents to which Buyer or Buyer Parent is or will be a party, nor the consummation by Buyer or Buyer Parent of the Transaction or the other transactions contemplated by this Agreement and the Transaction Documents (a) violates, conflicts with or results in the breach of any provision of the Governing Documents of Buyer, (b) violates or results in a breach of any material agreement, contract, lease, license, instrument or other arrangement to which Buyer or any of its Affiliates is a party or by which any of their respective properties are bound, or (c) assuming the accuracy of Section 3.5 and Section 4.4, and the receipt of the Consents described in Section 5.4, violates, conflicts with or results in the breach of, requires any consent or other action by any Person under, constitutes a default under or gives right to any right of notice, payment, termination, amendment, modification, cancellation or acceleration of any right or obligation of any benefit to which Buyer or Buyer Parent is entitled to, under any Permit, Governmental Order or any Law to which Buyer or Buyer Parent is subject. As of the date of this Agreement, neither Buyer or Buyer Parent is involved in any legal, administrative or arbitration Action that challenges or seeks to prevent or otherwise delay the Transaction.

Section 5.4 Government Authorizations. Assuming the accuracy of Section 3.5 and Section 4.4, and the receipt of the Consents and Regulatory Approvals described in Section 3.5, no other Consent or Regulatory Approval of, with or to any Governmental Authority is required to be obtained or made by or with respect to Buyer, Buyer Parent or any of their Affiliates in connection with the execution and delivery of this Agreement and the other Transaction Documents by Buyer and Buyer Parent or the consummation by Buyer and Buyer Parent of the Transaction.

Section 5.5 Financial Capacity. Each of Buyer and Buyer Parent has, and will have prior to the Closing, sufficient cash or other sources of immediately available funds to pay in cash the Purchase Price in accordance with the terms of Article II and for all other actions

necessary for each of them to consummate the Transaction and perform its obligations hereunder, including in respect of their obligations pursuant to Section 6.16(a)(ii). Each of Buyer and Buyer Parent acknowledges that receipt or availability of funds or financing by Buyer, Buyer Parent or any of their Affiliates shall not be a condition to their obligations hereunder. No funds to be paid to the Sellers have derived from or will have been derived from, or constitute, either directly or indirectly, the proceeds of any criminal activity or otherwise in violation of any Laws, including any Anti-Money Laundering Laws.

Section 5.6 Investment. Buyer is aware that the Acquired Interests being acquired by Buyer pursuant to the Transaction have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or under any state securities Laws. Buyer is not an underwriter, as such term is defined under the Securities Act, and Buyer is purchasing the Acquired Interests for its own account solely for investment and not with a view toward, or for sale in connection with, any distribution thereof within the meaning of the Securities Act, nor with any present intention of distributing or selling any of the Acquired Interests. Buyer and its Affiliates acknowledge that none of them may sell or otherwise dispose of the Acquired Interests except in compliance with the registration requirements or exemption provisions under the Securities Act and the rules and regulations promulgated thereunder, or any other applicable securities Laws. Buyer is an "accredited investor" as defined under Rule 501 promulgated under the Securities Act.

Section 5.7 Litigation. There are (a) no outstanding Governmental Orders and (b) no Actions pending or, to Buyer's Knowledge, threatened in writing, before any Governmental Authority, in each case against Buyer or Buyer Parent that would, individually or in the aggregate, reasonably be expected to materially interfere with, prevent or materially delay the ability of Buyer and Buyer Parent to enter into and perform their obligations under this Agreement or consummate the Transaction.

Section 5.8 Brokers' Fees. None of Buyer, Buyer Parent or any of their Affiliates has any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of the Sellers, the Company Entities or any of their Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the other Transaction Documents to which each of Buyer and Buyer Parent is or will be a party or the consummation of the Transaction. Each of Buyer and Buyer Parent acknowledges and agrees it is solely liable for the payment of any broker's fees owed to any brokers retained by any of them relating to or arising from this Agreement or the Transaction, including any broker's fees owed to Broadspan Capital.

Section 5.9 Information.

(a) Except with respect to the representations and warranties given in Articles III and IV and any certificate delivered pursuant to this Agreement, Buyer has relied solely on its own legal, tax and financial advisers for its evaluation of its investment decision to purchase the Acquired Interests and to enter into this Agreement and not on the advice of the Sellers or its legal, tax or financial advisers. Buyer acknowledges that any financial projections that may have been provided to it are based on assumptions of future operating results based on assumptions about certain events (many of which are beyond the control of the Sellers). Buyer understands that no assurances or representations can be given that the actual results of the operations of any Company

Entity will conform to the projected results for any period. Buyer specifically acknowledges that no representation or warranty has been made, and that Buyer has not relied on any representation or warranty, as to the accuracy of any projections, estimates or budgets, future revenues, future results from operations, future cash flows, the future condition (whether financial or other) of any Company Entity, or the businesses or assets thereof, or, except as expressly set forth in this Agreement, any other information or documents made available to Buyer, its Affiliates or its or their respective Representatives or equity holders.

(b) Buyer and its Representatives and equity holders, acknowledge and agree that neither of the Sellers nor any of their respective Affiliates, nor any of its or their respective Representatives or equity holders, is making any representation or warranty whatsoever, express or implied, beyond those expressly given in Article III and Article IV and the Transaction Documents, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of any of the Company Entities.

(c) The Sellers and the Company Entities have provided Buyer with such access to the facilities, books, records and personnel of the Company Entities as Buyer has deemed necessary and appropriate in order for Buyer to investigate the businesses and properties of the Company Entities to make an informed investment decision to purchase the Acquired Interests and to enter into this Agreement. Buyer (either alone or together with its advisors) has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its purchase of the Acquired Interests and is capable of bearing the economic risks of such purchase. Buyer's acceptance of the Acquired Interests on the Closing Date shall be based upon its own investigation, examination and determination with respect thereto as to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement and any certificate delivered pursuant to this Agreement or any Transaction Document.

Section 5.10 Sufficiency of Funds. Each of Buyer and Buyer Parent has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 5.11 No Outside Reliance. Except as otherwise expressly provided in this Agreement, neither Buyer nor Buyer Parent has relied and will not rely on, and Sellers are not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Acquired Interests or relating thereto made or furnished by Sellers. BUYER AND BUYER PARENT FURTHER ACKNOWLEDGE THAT SHOULD THE CLOSING OCCUR, BUYER WILL ACQUIRE THE ACQUIRED INTERESTS IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR

WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WITH RESPECT TO ENVIRONMENTAL, HEALTH OR SAFETY MATTERS).

ARTICLE VI
COVENANTS

Section 6.1 Conduct of the Company.

(a) From the date hereof until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article IX (the "Interim Period"), except as (i) set forth in Section 6.1(a) of the Seller Disclosure Schedule, (ii) may be required or not otherwise prohibited by this Agreement (including in order to consummate the Reorganization), (iii) required by Law or any Governmental Order to which Sellers or any Company Entity is bound, or (iv) otherwise consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such consent shall be deemed to have been given if Buyer does not object within five Business Days after the date on which Sellers and the Company request such consent in compliance with Section 10.3 (*Notices*)), (x) each Seller shall cause the Company to and (y) the Company shall, and shall cause the other Company Entities to:

(i) conduct the Company Entities' respective businesses and operations in all respects in the Ordinary Course of Business; and

(ii) use commercially reasonable efforts to (A) preserve and maintain the assets and properties of the Company Entities in reasonably good operating condition, ordinary wear and tear excepted for physical assets; and (B) preserve and maintain the material business relationships with customers, suppliers, distributors and others with whom the Company Entities deal in the Ordinary Course of Business.

(b) Without limiting the generality of the foregoing, during the Interim Period, except as (i) set forth in Section 6.1(b) of the Seller Disclosure Schedule, (ii) may be required or not otherwise prohibited by this Agreement (including in order to consummate the Reorganization), (iii) required by Law or any Governmental Order to which Sellers or any Company Entity is bound or (iv) otherwise consented in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed, provided, that such consent shall be deemed to have been given if Buyer does not object within five Business Days after the date on which Sellers and the Company request such consent in compliance with Section 10.3 (*Notices*)), (x) each Seller shall cause the Company not to and (y) the Company shall not, and shall cause the other Company Entities not to:

(i) amend the Governing Documents of any Company Entity;

(ii) (1) (x) purchase, repurchase, redeem or otherwise acquire or (y) issue, transfer, authorize, deliver, sell, grant, pledge, encumber or otherwise dispose of, any (A) Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity or (B) warrants, calls, options or other rights to acquire any Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity; or (2) split, combine, subdivide, reclassify

or otherwise alter the terms of any Interests of any Company Entity or any other security in lieu of, linked to or in substitution of Interests of any Company Entity;

(iii) declare, set aside or pay any dividend or distribution;

(iv) except as required by a change in the Accounting Standards, change any accounting methods, principles, policies or practices (including with respect to amortization, loan loss reserves, discounts, charge-offs and recoveries) of any Company Entity;

(v) sell, lease (as lessor), license, mortgage or otherwise subject to any Lien (other than Permitted Liens), allow to lapse or expire, or otherwise dispose of any properties, rights, assets or interests of any Company Entity, other than (1) in the Ordinary Course of Business pursuant to Contracts in force on the date hereof and made available to Buyer on or prior to the date hereof and, to the extent not otherwise included on the Seller Disclosure Schedule, as set forth on Section 6.1(b)(v) of the Seller Disclosure Schedule, (2) dispositions of immaterial or obsolete physical assets in the Ordinary Course of Business, (3) dispositions of delinquent or charged-off Retail Installment Sale Contracts (or the vehicle thereunder) in the Ordinary Course of Business and (4) sales of Retail Installment Sale Contracts pursuant to transactions between the Company, on the one hand, and any other Company Entity, on the other hand;

(vi) make any loans (other than with respect to Retail Installment Sale Contracts), advances or capital contributions to or investments in any Person or otherwise form, create or otherwise acquire any Interests;

(vii) merge or consolidate with, or purchase substantially all of the assets or business of, or effect or enter into any partnership or joint venture transaction (or any other corporate transaction or combination having similar effects to any of the foregoing in this clause (vii)) with, any Person;

(viii) incur any indebtedness for borrowed money or guarantee such indebtedness of another Person, or issue or sell any debt securities or other rights to acquire any debt securities, other than indebtedness incurred in the Ordinary Course of Business, including under the Existing Credit Facility;

(ix) (1) settle or compromise any Action or threatened Action, or release, dismiss or otherwise dispose of any claim, other than settlements or compromises of Actions or releases, dismissals or dispositions of claims that (A) involve the payment by the Company Entities of monetary damages in an amount not in excess of $50,000 individually or $250,000 in the aggregate (measured in the aggregate among all Company Entities, taken as a whole) and (B) do not impose restrictions on the business or operations of any Company Entity; provided, that no Company Entity shall settle or compromise any Action brought by a Governmental Authority without the Buyer's consent; or (2) enter into any Contract or arrangement with any Person (including arrangements that are not legally binding) or make any payment (regardless of form or amount) to any Person or at the

direction of any Person, in each case in respect of, arising out of or relating to any Cybersecurity Incident;

(x) enter into or modify, amend, extend or terminate, or waive, release or assign any rights or claims under, (1) any Material Contract (or Contract that would have been a Material Contract if entered into prior to the entry of this Agreement) other than in the Ordinary Course of Business and so long as such modification, amendment, extension, termination, waiver, release or assignment is not adverse in any material respect to the applicable Company Entity, other than any extensions to the Existing Credit Facility, or (2) any Affiliate Arrangement (or a Contract, arrangement, understanding, practice or other transaction that would have been an Affiliate Arrangement if entered into prior to the entry of this Agreement);

(xi) (1) make, change or revoke any material tax election or settle or compromise any material Tax Contest for a material amount of Tax; or (2) change any material Tax accounting method or annual accounting period, file any amended Tax Return, enter into a Tax sharing, allocation or indemnity agreement, enter into a "closing agreement" within the meaning of Section 7121 (or any similar provision of state, local, or foreign law), apply for or request a Tax ruling, or surrender any right to claim a Tax refund, in each case, with respect to material Taxes;

(xii) other than as required by Section 6.4, assign, transfer, cancel, let lapse or fail to use commercially reasonable efforts to obtain, maintain, extend or renew any Permit that is required for any Company Entity to operate its business as of the date of this Agreement or, if such business is changed in compliance with this Agreement, as of such time;

(xiii) assign, transfer, cancel, let lapse or fail to use commercially reasonable efforts to obtain, maintain, extend or renew any Company Insurance Policies;

(xiv) other than in the Ordinary Course of Business, (1) change, in any material respect, any underwriting, credit, collection, recovery, repossession, charge-off, score card, privacy or other similar policies, practices or procedures of any of the Company Entities as in effect on the date of this Agreement (collectively, the "Company Policies") or (2) modify, settle, waive, collect or enforce any Retail Installment Sale Contract in any manner other than in the Ordinary Course of Business in accordance with the applicable Company Policies (or fail to modify, settle, waive, collect or enforce any Retail Installment Sale Contract in the Ordinary Course of Business as required or provided by the applicable Company Policies);

(xv) other than as required by the existing terms of any Benefit Plan or Contract in effect on the date hereof: (1) grant or increase any severance or termination pay to any current or former employee or natural independent contractor of any Company Entity; (2) enter into or amend any employment, severance or termination agreement with any current or former employee or natural independent contractor of any Company Entity who has an annual base pay or fees greater than $110,000, except as set forth in Schedule 6.1(b)(xv); (3) establish, adopt, terminate or amend any Benefit Plan (including any plan,

agreement or arrangement that would be a Benefit Plan if in effect on the date hereof) other than for immaterial amendments or amendments in the Ordinary Course of Business; (4) take any action to accelerate the vesting or payment, or fund or secure the payment, of compensation or benefits under a Benefit Plan; (5) grant or increase any change-in-control or retention bonus to any current or former employee or natural independent contractor of any Company Entity; (6) amend the funding policy or contribution rate of any Benefit Plan or change any underlying assumptions to calculate benefits payable under any Benefit Plan, except as may be required by the Accounting Standards; or (7) grant any other increase in compensation, bonus or other payments or benefits payable to any current or former employee or natural independent contractor of any Company Entity who has an annual base pay or fees greater than $110,000;

(xvi) (1) modify, renew, extend, or enter into any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council, or (2) recognize or certify any labor union, labor organization, works council, or group of employees of any Company Entity as the bargaining representative for any employees of any Company Entity, in the case of (1) and (2), except as required by the terms of any such labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union, labor organization or works council;

(xvii) (1) except as set forth in Schedule 6.1(b)(xv), hire or engage any person to be an officer or employee of, or a service provider to, any Company Entity, other than the hiring or engagement of employees or service providers with annual base pay or fees not in excess of $110,000 and in the Ordinary Course of Business; or (2) terminate the employment of any current officer or employee of any Company Entity with annual base pay in excess of $110,000 other than for cause (as determined in accordance with past practice); or (3) waive, release (in whole or in part), or knowingly fail to enforce the restrictive covenant obligations of any current or former employee, independent contractor, officer or director of any Company Entity;

(xviii) grant any Person any right to register or exclusive right to use any Company Owned IP or dispose of or transfer, or permit to lapse, any Company Owned IP;

(xix) (w) purchase or acquire any real property or transfer, convey, sell or dispose of any Leased Real Property, (x) enter into any new real property agreement, (y) amend in any material respect, renew or waive any material provision of any Lease Agreement, or (z) rescind, allow to expire or terminate any Lease Agreement; or

(xx) agree, commit or Contract, whether in writing or otherwise, to do any of the foregoing.

(c) Other than the Buyer's right to consent or to withhold consent with respect to the foregoing matters, nothing contained in this Agreement shall be construed to give Buyer or any of its Affiliates, directly or indirectly, any right to control or direct the businesses of the Company Entities prior to the Closing or any other businesses or operations of the Sellers or their respective Affiliates. Subject to the terms and conditions of this Agreement, during the Interim

Period the Sellers, unless otherwise ordered by the Bankruptcy Court or the Mexican Liquidation Court (provided that Sellers have not directly or indirectly petitioned, sought, requested or moved for such order of the Bankruptcy Court or the Mexican Liquidation Court or authorized, supported or directed any other Person to petition, seek, request or move for such order of the Bankruptcy Court or the Mexican Liquidation Court) shall exercise such control and supervision of the Company Entities and of their respective businesses and operations as is consistent with the terms and conditions of this Agreement and their respective Governing Documents.

Section 6.2 Exceptions (to Conduct of the Company). Notwithstanding anything to the contrary in Section 6.1 and unless otherwise ordered by the Bankruptcy Court or the Mexican Liquidation Court, the Sellers and the Company Entities shall not be (i) prevented from undertaking or (ii) required to obtain the Buyer's consent in relation to:

(a) any matter contemplated pursuant to the express terms of this Agreement;

(b) any matter set forth in the applicable subsections of Section 6.1(b) of the Seller Disclosure Schedule;

(c) the hirings set forth in Schedule 6.1(b)(xv); and

(d) any matter required by Law, any Governmental Order or any Contract to which Sellers or any Company Entity is bound.

Section 6.3 Access to Information; Confidentiality.

(a) During the Interim Period, the Sellers and the Company shall, and the Company shall cause the other Company Entities to, upon reasonable prior notice from Buyer, permit Buyer and its Representatives, including its independent accountants, to have reasonable access to the properties, books, Contracts, personnel and other records of the Company Entities during normal business hours to the extent reasonably necessary for Buyer to familiarize itself with such matters and consummate the transactions contemplated by this Agreement; provided, that (i) such investigation shall not unreasonably disrupt personnel and operations of the Company Entities and (ii) Buyer shall use its commercially reasonable efforts to minimize any such disruption. All such requests for access to the properties, books, Contracts, personnel and other records of the Company Entities shall be made to such Representatives of the Sellers and the Company as the Sellers and the Company, as applicable, shall designate, who shall be solely responsible for coordinating all such requests. Notwithstanding anything herein to the contrary, neither the Sellers nor any Company Entity shall be required to: (i) provide access or information to Buyer or any of its Representatives, whether during the Interim Period or after the Closing, that would reasonably be expected to violate Law or cause the forfeiture of attorney-client privilege (provided that in the event that the restrictions in this clause (i) apply, the Company shall provide, or cause to be provided, to Buyer a reasonably detailed description of the information not provided and the Company shall cooperate in good faith to design and implement alternative disclosure arrangements to enable Buyer to evaluate any such information without resulting in any violation of Law or forfeiture of privilege) and (ii) provide any information relating to the sale process, bids received from other Persons in connection with the transactions contemplated by this Agreement and information and analysis (including financial analysis) relating to such bids. Buyer

acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, all documents, materials, communications, analyses and other information relating to the sale process, and bids received from Buyer and other Persons in connection with the transactions contemplated by this Agreement that are in the possession of the Company or any of its Subsidiaries as of the date hereof and through the Closing will be transferred to Sellers prior to or as of the Closing and Sellers shall not be required to grant access to such documents, materials and other information to Buyer or any of their respective Affiliates at any time. Buyer shall indemnify and hold harmless Sellers, their Affiliates and their respective Representatives for any and all losses incurred by Sellers, their Affiliates or their respective Representatives, directly arising out of actions specifically requested by Buyer pursuant to this Section 6.3.

(b) Buyer's right of access and any information obtained by Buyer, its Affiliates and Representatives in connection with the transactions contemplated by this Agreement shall be subject to the provisions of the Confidentiality Agreement. The terms of the Confidentiality Agreement are hereby incorporated by reference and shall survive the termination of this Agreement and continue in full force and effect thereafter pursuant to the terms thereof. From and as of the Closing Date, the Confidentiality Agreement shall be deemed to have been terminated by the parties thereto as it related to Confidential Information (as defined in the Confidentiality Agreement) that relates solely to the Company Entities and shall no longer be binding with respect thereto.

(c) For a period of 24 months following the Closing, each Seller shall, and shall cause its Affiliates and Representatives to, treat as confidential, non-public and proprietary, not use, not disclose to any other Person and safeguard any confidential or proprietary information to the extent relating to the Company Entities by using the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information as each Seller or its Affiliates and Representatives used with respect thereto prior to the execution of this Agreement, provided, that each Seller may disclose or may permit disclosure of, such information (i) to its Representatives who have a need to know such information to the extent that they are informed of their obligation to hold such information confidential to the same extent as is applicable to such Seller, (ii) to the extent that such Seller, its Subsidiaries or its or their Representatives are required to disclose any such information pursuant to applicable Law or pursuant to the applicable rules and regulations of any securities exchange applicable to listed companies, (iii) in connection with the enforcement of any right or remedy relating to this Agreement or any other Transaction Documents or the transactions contemplated hereby and thereby, (iv) in connection with any dispute or claim or any tax matter relating to such Seller's prior ownership of the applicable Acquired Interest, (v) any information that is publicly available other than in contravention of this Section 6.3, or (vi) to the extent required to be disclosed by any Governmental Authority or Governmental Order or otherwise by applicable Law or regulation. If following the Closing, a Seller or any of its respective Affiliates or Representatives are requested or required to disclose (after such Seller has used commercially reasonable efforts to avoid such disclosure and after promptly advising and consulting with Buyer about such Person's intention to make, and the proposed contents of, such disclosure) any such confidential or proprietary information pursuant to a Governmental Order, such Seller shall, or shall direct such Seller's Affiliate or Representative to, to the extent reasonably possible, provide Buyer with prompt written notice of such request so that Buyer may seek an appropriate protective order or other appropriate remedy at Buyer's sole cost. At any time that such protective order or remedy has not been

obtained, such Seller, or such Seller's Affiliate or Representative, may disclose only that portion of the confidential or proprietary information which such Person is legally required to disclose or of which disclosure is required to avoid sanction for contempt or any similar sanction, and such Seller shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such confidential or proprietary information so disclosed.

Section 6.4 Consents and Approvals.

(a) Subject to the terms and conditions hereof, during the Interim Period, each Party shall use commercially reasonable efforts to, as applicable to such Party (i) promptly take, or cause to be taken, any and all actions, and to promptly do, or cause to be done, any and all things that, in each case, may be necessary, proper or advisable under this Agreement or Law to consummate and make effective, as promptly as reasonably practicable after the date of this Agreement, the Transaction and the other transactions contemplated by this Agreement or the Transaction Documents, (ii) prepare and make, as soon as is practical following the date when Buyer is selected as Successful Bidder, all necessary, proper or advisable filings, notices or other communications in connection with the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents that may be required to obtain any necessary Consent or Regulatory Approvals prior to the Closing Date and (iii) with respect to the Consents set forth in Section 3.5(a) of the Seller Disclosure Schedule and Regulatory Approvals in Section 3.5(b) of the Seller Disclosure Schedule, as soon as is practical following the date when Buyer is selected as Successful Bidder, submit such necessary, proper or advisable filings or notices. During the Interim Period, each Party shall use commercially reasonable efforts to submit the subsequent or supplemental filings, information or documents reasonably required or requested by any Governmental Authority (or needed for any other Party to make the applicable filings or notifications such Party is required to make hereunder) as soon as practicable after getting the other Party's approval of the relevant action, and cooperate with one another in the preparation of such filings and any subsequent procedure in such manner as is reasonably necessary and appropriate. Buyer shall be responsible for the payment of all filing fees to Governmental Authorities in connection with all filings or notices to Governmental Authorities required under this Section 6.4 (including any Consents and Regulatory Approvals). No Party shall, at any time during or prior to the performance of its obligations hereunder, secure any Consent or Regulatory Approvals from any Governmental Authority in violation of Anti-Bribery Laws.

(b) Each Party shall use commercially reasonable efforts to notify the other Party(ies) promptly upon the receipt by such Party or its Affiliates or Representatives of (i) any written comments or questions from any officials of any Governmental Authority in connection with any filings or notices made pursuant to Section 6.4(a) and (ii) any written request by any Governmental Authority for amendments or supplements to any filings made with such Governmental Authority or answers to any questions, or the production of any documents, relating to an investigation of the Transaction by any Governmental Authority. Whenever any event occurs that is required by a Governmental Authority to be set forth in an amendment or supplement to any filing or notice made pursuant to Section 6.4(a), each Party shall promptly inform the other Party of such occurrence and use reasonable best efforts to cooperate in filing promptly with the applicable Governmental Authority such amendment or supplement. Without limiting the generality of the foregoing, each Party shall provide to the other Party(ies), upon request, copies

of all written correspondence between such Party and any Governmental Authority relating to Section 6.4(a).

(c) Each Party may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other Party(ies) under this Section 6.4 as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel of the recipient and shall not be disclosed by such outside counsel to any other Representatives of the recipient without the advance written consent of the Party providing such materials. In addition, to the extent reasonably practicable, and if and to the extent permitted under Law, all meetings with any Governmental Authority under this Section 6.4 shall include representatives of both Buyer and Sellers. Each Party shall use commercially reasonable efforts to consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, and proposals made or submitted to any Governmental Authority under Section 6.4(a).

(d) Subject to the terms and conditions hereof, in order to consummate the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents, as soon as is practical following the date when Buyer is selected as Successful Bidder but in any event during the Interim Period, each Party shall use commercially reasonable efforts to, as applicable to such Party, (i) obtain, as soon as practicable all Consents (including the Regulatory Approvals) of, or other permission or action by any Governmental Authority (including, subject to Section 10.18, any applicable regulatory authority or bankruptcy court) as are necessary for consummation of the Transaction or the other transactions contemplated by this Agreement or by any of the Transaction Documents, (ii) secure the expiration or termination of any applicable waiting period from a Governmental Authority, and (iii) resolve any objections asserted with respect to the Transaction or the other transactions contemplated by this Agreement or the Transaction Documents raised by any Governmental Authority or other Person.

(e) Buyer acknowledges that certain Consents and Regulatory Approvals to the Transactions may be required from Governmental Authorities and third parties to Contracts to which the Company or any of its Subsidiaries is a party, and that such Consents and Regulatory Approvals have not been obtained and may not be obtained prior to the Closing. Notwithstanding anything to the contrary herein, Buyer agrees that none of the Company Entities nor Sellers shall have any Liability whatsoever to Buyer or any of its Affiliates (and Buyer and its Affiliates shall not be entitled to assert any claims) arising out of or relating to the failure to obtain any Consents or Regulatory Approvals that may have been or may be required in connection with the Transactions or because of the default, acceleration or termination of or loss of right under any Contract or other agreement as a result thereof. Buyer further agrees that no representation, warranty or covenant of the Company Entities contained herein shall be breached or deemed breached as a result of the failure to obtain any Consent or Regulatory Approval or as a result of any such default, acceleration or termination or loss of right or any action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any Consent or Regulatory Approval or any such default, acceleration or termination or loss of right.

(f) Notwithstanding anything in this Section 6.4 to the contrary, each Party's obligations under this Section 6.4 to share information with, cooperate or otherwise communicate with the other Party is subject to compliance with, and shall be limited by, Law.

Section 6.5 Public Announcements. Unless otherwise required by or reasonably necessary to comply with Law (including (a) the Bankruptcy Code, bankruptcy rules, and applicable local rules of the Bankruptcy Court to the extent reasonably necessary to obtain entry of the Bidding Protections Order, or , if Buyer is selected as the Successful Bidder, the Sale Order and (b) in any filing made by Sellers or their Affiliates with the Bankruptcy Court and as may be necessary or appropriate in the good faith determination of Sellers or their Representatives to obtain court approval of the Transactions or in connection with conducting the Auction), orders of the Bankruptcy Court or the rules or regulations of any applicable securities exchange, and except for disclosure of matters that become a matter of public record as a result of the Mexican Liquidation Proceeding, Chapter 11 Case, or Chapter 15 Case and any filings or notices related thereto, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before either such party or their respective Affiliates or Representatives issue any other press release or otherwise makes any public statement with respect to this Agreement, the Transactions or the activities and operations of the other party with respect to this Agreement and the Transactions and shall not, and shall cause their respective Affiliates and Representatives not to, issue any such release or make any such statement without the prior written consent of Sellers or Buyer, respectively (such consent not to be unreasonably withheld, conditioned or delayed), except that no such consent shall be necessary to the extent disclosure is made on the record at a hearing in connection with this Agreement, the Mexican Liquidation Proceeding, the Chapter 11 Case, or Chapter 15 Case; provided, that nothing in this Agreement shall restrict or prohibit Sellers, Buyer or their respective Affiliates from making any announcement to their respective employees, customers and other business relations to the extent that such announcement consists solely of, or is otherwise consistent in all material respects with previous press releases, public disclosures or public statements made by any party in accordance with this Agreement, including in investor conference calls, Q&As or other publicly disclosed statements or documents, in each case to the extent such disclosure is still accurate in all material respects (and not misleading).

Section 6.6 Post-Closing Further Assurances. The Sellers and Buyer each agree that from time to time after the Closing Date, they shall execute and deliver or cause their respective Affiliates (including, with respect to Buyer, causing the Company Entities) to execute and deliver such further instruments, and take (or cause their respective Affiliates, including, with respect to Buyer, causing the Company Entities to take) such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement and the other Transaction Documents, in each instance as consistent with the Sale Order.

Section 6.7 Directors' and Officers' Indemnity . For a period of 6 years following the Closing, the Governing Documents of the Company shall contain provisions providing indemnification rights (including any rights to advancement of expenses and exculpation) with respect to the pre-Closing period that are at least as favorable to the beneficiaries of such provisions (the "Indemnified Persons") as those provisions set forth as of the date of this Agreement in the Governing Documents of the Company as of the date of this Agreement (which for the avoidance of doubt, excludes indemnification coverage as a result of the gross negligence, fraud, willful or wanton misconduct or material breach of the Governing Documents by such Indemnified Person), which provisions shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights of such Persons thereunder, unless such modification is required by Law. The Parties agree that the obligations under this Section 6.7 shall

be limited to those Indemnified Persons holding said positions within the 30 days immediately prior to the Closing, and only for their respective acts and omissions in the United States.

Section 6.8 Tax Matters.

(a) The Parties agree, for U.S. federal income (and applicable state and local) Tax purposes, that (i) the Buyer be treated as a continuation of the Company under Section 708 of the Code and (ii) the transfer of Acquired Interests by Sellers to Buyer for consideration be treated as a sale or exchange of partnership interests between the Sellers and Buyer (clauses (i) through (ii), the "Intended Tax Treatment"). The Parties will, and will cause each of their respective Affiliates to, prepare and file all Tax Returns in a manner consistent with the Intended Tax Treatment, and none of the Parties or their respective Affiliates will take any position with any Governmental Authority or otherwise that is inconsistent with the Intended Tax Treatment, except as required by Law. Sellers and Buyer agree that, with respect to the transaction described in clause (ii) above, the Purchase Price and all other amounts constituting consideration for U.S. federal income Tax purposes shall be allocated among the assets of the Company for U.S. federal income Tax purposes in a manner consistent with Section 755 of the Code and the Treasury Regulations thereunder. Within 120 days of the Closing Date, Parent will provide Buyer with a schedule (the "Allocation Schedule") reflecting such allocation and shall reasonably consider the implementation of any comments provided by Buyer upon Parent's finalization of the Allocation Schedule. Upon Parent's finalization, the Parties will, and will cause each of their respective Affiliates to, prepare and file all Tax Returns (including any statements required under Treasury Regulation Section 1.751-1(a)(3) and any allocation required under Section 755 of the Code) in a manner consistent with the Allocation Schedule, and none of the Parties will take any position with any Governmental Authority or otherwise that is inconsistent with the Allocation Schedule, except as required by Law.

(b) Parent shall prepare and file (or cause to be prepared and filed) all Tax Returns of the Company Entities for Flow-Through Income Taxes for any Pre-Closing Tax Period ("Flow-Through Tax Returns"). The distributive shares of items of income, gain, loss, deduction and credit of the Company for the taxable year that includes the Closing Date will be determined for U.S. federal and applicable state and local income Tax purposes based on the "closing of the books" method as described in Section 706(d)(1) of the Code and Treasury Regulations Section 1.706-4 (and corresponding provisions of state or local income Tax Law where applicable) as of the end of the Closing Date. To the extent a Flow-Through Tax Return also covers tax periods after the Closing Date, Parent shall deliver to Buyer a draft of such Flow-Through Tax Return for review at least 30 days prior to the due date for such Flow-Through Tax Return and shall consider in good faith any reasonable comments made by Buyers with respect to such Flow-Through Tax Return. A Section 754 election shall be made (or otherwise be in effect) with respect to any Flow-Through Tax Return for a taxable period that includes the Closing Date.

(c) Sellers shall have no liability or responsibility for, and shall in no way bear the burden of, any unpaid Taxes of any Company Entity for any Tax period. From and after the Closing Date, neither Buyer, nor any of its Affiliates (including any Company Entity), nor any Representatives thereof, shall (without the prior written consent of Parent) (i) file, or cause to be filed, any restatement or amendment of, modification to or claim for refund relating to, any Tax Return for any Pre-Closing Tax Period (including, for the avoidance of doubt, any Flow-Through

Tax Return), (ii) make, or cause or permit to be made, any Tax election that has retroactive effect to any Pre-Closing Tax Period; (iii) make the election under Section 6226 of the Code or any similar state or local income Tax Law with respect to any Pre-Closing Tax Period of any Company Entity; (iv) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Tax or deficiency with respect to any Pre-Closing Tax Period; (v) adopt or change any Tax accounting method or practice with respect to, or that has retroactive effect to, a Pre-Closing Tax Period; (vi) make or initiate discussions or examinations with any Taxing Authority with respect to a Pre-Closing Tax Period; (vii) make any voluntary disclosures with respect to Taxes respect to a Pre-Closing Tax Period; or (viii) take or fail to take any action with respect to any Company Entity, in each case, to the extent any Seller could have a liability or bear any Taxes as a result of such actions or inactions.

(d) Buyer and the Sellers shall, and shall cause their respective Affiliates to, provide to the other Party such cooperation and information, as and to the extent reasonably requested and reasonably necessary, in connection with (i) preparing, reviewing or filing any Tax Return, amended Tax Return or claim for refund of or with respect to the Company Entities, (ii) determining Liabilities for Taxes or a right to refund of Taxes of or with respect to the Company Entities or (iii) conducting any Tax Contest of or with respect to the Company Entities.

Section 6.9 Use of Names and Marks. From and after the Closing:

(a) To the extent the Seller Marks are used by the Company Entities on stationery, signage, invoices, receipts, forms, advertising and promotional materials, product, training and service literature and materials, computer programs, websites or other materials ("Marked Materials"), at the Closing, Buyer may use such Marked Materials for a period of up to nine months after the Closing Date. To the extent Seller Marks have not been removed from the corporate name of any applicable Company Entities as of the Closing Date, Buyer will use commercially reasonable efforts to cause each such Company Entity to change its corporate name to remove any Seller Marks as soon as practicable after the Closing Date.

(b) Buyer shall refrain from using any printed materials which include a statement setting forth the affiliation between a Company Entity, on the one hand, and Seller or any of its Affiliates, on the other hand ("Affiliation Statement Materials"), following the Closing Date; provided, that, so long as Buyer continues to use its commercially reasonable efforts to discontinue the use of the Affiliation Statement Materials, Buyer may continue to use the Affiliation Statement Materials existing at the Closing Date, subject to Law, for up to six months after the Closing Date.

(c) For the avoidance of doubt, nothing in this Agreement shall be deemed to prohibit Buyer or its Affiliates from using the Seller Marks (i) as required by Law, (ii) for non-marketing, historical reference purposes in relation to the Company Entities, or (iii) in archival documents existing as of the Closing.

(d) Within four months following the Closing Date, Buyer shall make the filings required, including in each Company Entity's jurisdiction of organization, to (i) eliminate the name "Credito Real", "Crusafin" and any variants thereof from the name of each Company

Entity; and (ii) reflect the change of name of such Company Entities in all applicable records of Governmental Authorities.

Section 6.10 Release.

(a) From and after the Closing, each Seller, for and on behalf of such Seller and each of such Seller's respective Affiliates (other than the Company Entities) and each of such Seller's respective Representatives, predecessors, successors, assigns and heirs (collectively with respect to each such Seller, the "Seller Releasors"), for good and valuable consideration, hereby irrevocably, unconditionally and completely waive and release and forever discharge the Company Entities and each of their respective Representatives, predecessors, successors, assigns, (such released Persons, the "Company Releasees"), of and from all Affiliate Arrangements, debts, demands, actions, causes of action, suits, accounts, covenants, Contracts, agreements, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, that any of the Seller Releasors has now or hereafter may have, arising out of or related to facts, events, circumstances or actions taken by any of the Company Releasees occurring or failing to occur, in each case, at or prior to the Closing (collectively with respect to each such Seller, the "Seller Released Claims"). Each Seller shall not, and shall cause its other Seller Releasors not to, make, assert or threaten any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any of the Company Releasees with respect to any Seller Released Claims. Notwithstanding the foregoing, this Section 6.10 shall not constitute a release from, waiver of, or otherwise apply to the terms of this Agreement or any other Transaction Document.

(b) From and after the Closing, Buyer, for and on behalf of itself and each of its Affiliates (including the Company Entities) and each of Buyer's respective Representatives, predecessors, successors, assigns and heirs (collectively, the "Buyer Releasors"), for good and valuable consideration, hereby irrevocably, unconditionally and completely waive and release and forever discharge the Sellers and each of their respective Representatives, predecessors, successors, assigns, (such released Persons, the "Seller Releasees"), of and from all Affiliate Arrangements, debts, demands, actions, causes of action, suits, accounts, covenants, Contracts, agreements, claims and other Liabilities whatsoever of every name and nature, both in Law and in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, that any of the Buyer Releasors has now or hereafter may have, arising out of or related to facts, events, circumstances or actions taken by any of the Seller Releasees occurring or failing to occur, in each case, at or prior to the Closing (collectively, the "Buyer Released Claims"). Buyer shall not, and shall cause its other Buyer Releasors not to, make, assert or threaten any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any of the Seller Releasees with respect to any Buyer Released Claims. Notwithstanding the foregoing, this Section 6.10 shall not constitute a release from, waiver of, or otherwise apply to the terms of this Agreement or any other Transaction Document.

Section 6.11 Termination of Affiliate Arrangements. At or prior to the Closing, each Seller shall, and shall cause its Affiliates to, deliver such releases, termination agreements and discharges as are necessary to terminate and release all Affiliate Arrangements without further

payment or performance by any Company Entity such that no Company Entity shall have any further obligations or Liabilities therefor or thereunder.

Section 6.12 Bankruptcy Court Matters.

(a) Buyer and Sellers acknowledge that this Agreement and the Transaction contemplated hereby are subject to the Bidding Procedures and approval by the Bankruptcy Court and, as applicable, entry of the Bidding Protections Order and Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order, Bidding Protections Order, and the Sale Order, the Bidding Procedures Order, Bidding Protections Order, and Sale Order shall govern, as applicable. The Buyer and Sellers further agree that:

(i) the Bidding Protections Order shall approve: (1) Buyer as Stalking Horse Bidder (as defined in the Bidding Procedures), (2) Parent's entry and performance of certain obligations under this Agreement as Stalking Horse SPA (as defined in the Bidding Procedures), (3) Buyer's right to the Expense Reimbursement payable upon the terms set forth in Section 6.12(h), (4) Buyer's right to the Break-Up Fee payable upon the terms set forth in Section 6.12(h), and (5) Buyer's right to a dollar-for-dollar credit equal to the sum of the Break-Up Fee and Expense Reimbursement deemed to be included in any subsequent overbid submitted by the Buyer at the Auction.

(ii) The Sale Order shall include, *inter alia*: (1) findings that Buyer has acted in good faith and is a "good faith" purchaser for purposes of section 363(m) of the Bankruptcy Code and entitled to all of the protections afforded thereby; (2) approval of the Transaction under sections 105, 363, 365 and 1519 (or 1520, as applicable) of the Bankruptcy Code, free and clear of all Liens (other than Permitted Liens) pursuant to section 363(f) of the Bankruptcy Code on or against the Credito Real Interest after giving effect to the Reorganization; (3) a finding that Buyer is not a mere continuation of Parent and shall have no obligations with respect to any liabilities of or claims against Parent, except as may be expressly set forth in this Agreement; (4) a provision directing Parent to cause publication of a Notice of Entry of Sale Order promptly, but within two Business Days, after entry thereof in *The New York Times* and the Mexican *El Financiero* and (5) such other provisions as agreed upon between Parent and Buyer.

(b) This Agreement and the Transaction are subject to Sellers' right and ability to consider higher and better competing bids with respect to the Acquired Interests pursuant to the Bidding Procedures, Bidding Procedures Order, and Bidding Protections Order. If Sellers receive additional bids for the Acquired Interests, Sellers shall conduct an auction process for the Acquired Interests (the "Auction") in accordance with the Bidding Procedures and Bidding Protections Order and shall not amend, waive, modify or supplement the Bidding Procedures in any material respect except as provided in the Bidding Procedures, Bidding Procedures Order, the Bidding Protections Order, or any other order of the Bankruptcy Court. Following completion of any Auction, if Buyer is the Successful Bidder, neither Sellers nor their agents shall initiate contact with, solicit, encourage submission of, or respond to any inquiries, proposals or offers by any Person (except for any Back-Up Bidder) in connection with the sale or disposition of the Acquired Interests.

(c) Subject to the other terms of this Agreement and Sellers' obligations to comply with any order of the Bankruptcy Court, Sellers and Buyer shall cooperate to make all filings, take all actions and use commercially reasonable efforts to obtain any and all other approvals and orders necessary or appropriate for consummation of the Transaction. Sellers' Representative shall promptly provide Buyer with drafts of the Bidding Protections Motion, Bidding Protections Order and the Sale Order that Sellers' Representative proposes to file with the Bankruptcy Court and any revisions or amendments to such documents, and will provide Buyer with reasonable opportunity to review such filings. Sellers' Representative will also promptly provide Buyer with drafts of any other or further notice of appeal, motion, or application filed in connection with any appeal from or application for reconsideration of, any of such orders and any related briefs.

(d) Sellers shall comply with the following timeline:

(i) No later than January 19, 2023, Parent shall cause the Bidding Protections Motion to be filed;

(ii) No later than 15 days after filing the Bidding Protections Motion, the Bankruptcy Court shall have entered the Bidding Protections Order;

(iii) No later than March 3, 2023, the Bankruptcy Court shall have entered the Sale Order; and

(iv) Within two Business Days of entry of the Sale Order, Parent shall have caused the publication of a Notice of Entry of Sale Order as set forth in subsection (a) above and in the Sale Order; and

(v) Not sooner than 15 days after the entry of the Sale Order and no later than the Outside Date, the Closing shall have occurred.

(e) From and after the date hereof, Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, or staying of, or failure of the Bankruptcy Court to enter (as applicable) the Bidding Procedures Order, the Bidding Protections Order, or, if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transaction. Buyer has not colluded in connection with its offer or negotiation of this Agreement. From and after the date hereof, Buyer shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Order, the Bidding Protections Order, or if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transaction.

(f) Buyer agrees that it will promptly take such actions as are reasonably requested by the Parent or Sellers' Representative to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code; provided, however, in no event shall Buyer or Sellers be required to agree to any amendment of this Agreement.

(g) If an Auction is conducted, and Buyer is not the Successful Bidder for the Acquired Interests, Buyer shall, in accordance with and subject to the Bidding Procedures, be required to serve as the back-up bidder if Buyer is the next highest or otherwise best bidder for the Acquired Interests at the Auction (the party that is the next highest or otherwise best bidder at the Auction after the Successful Bidder, the "Back-Up Bidder") and, if Buyer is the Back-Up Bidder, Buyer shall, notwithstanding Section 9.1(b)(ii) or Section 9.1(g), be required to keep its bid to consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) open and irrevocable until the earlier of (i) the date of consummation of a transaction with the Successful Bidder, (ii) 60 days after entry of the Sale Order or (iii) the date this Agreement is otherwise terminated pursuant to ARTICLE IX. The Sale Order shall provide that, following the Auction, if the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, then Buyer, if Buyer is the Back-Up Bidder, will be deemed to have the new prevailing bid, and Parent may consummate the Transaction on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) with the Back-Up Bidder.

(h) In consideration for Buyer having expended considerable time and expense in connection with this Agreement, the Transaction and the negotiation of this Agreement, upon the consummation of any Alternative Transaction following valid termination of this Agreement under either Section 9.1(b)(ii) (*Written Agreement for Alternative Transaction*), Section 9.1(f)(i) (*Alternative Transaction Consummated*), or Section 9.1(i) (*Fiduciary Out*), provided, that Buyer is not then in breach of any provision of this Agreement, Buyer shall be deemed to have earned the Break-Up Fee and Expense Reimbursement, which shall be paid in cash, by wire transfer of immediately available funds following consummation of such Alternative Transaction out of the proceeds of such Alternative Transaction to an account designated by Buyer to Sellers' Representative, without further order of the Bankruptcy Court. Sellers hereby acknowledge that the obligation to pay the Break-Up Fee and Expense Reimbursement (to the extent due hereunder) shall survive the termination of this Agreement. The Parties acknowledge and agree that (1) the Parties have expressly negotiated the provisions of this Section 6.12(h), (2) the payment of the Break-Up Fee and Expense Reimbursement are integral parts of this Agreement, and (3) in the absence of Sellers' obligations to make these payments, Buyer would not have entered into this Agreement.

Section 6.13 Employee Matters.

(a) Sellers shall, or shall cause one of their Affiliates to, make any matching contributions owed to any employee who is employed by a Company Entity immediately prior to the Closing ("Company Continuing Employee") under the Credito Real USA 401(k) Profit Sharing Plan (the "Seller 401(k) Plan"), and shall cause all Company Continuing Employees who participate in the Seller 401(k) Plan as of immediately prior to the Closing to become fully vested in any unvested portion of their Seller 401(k) Plan accounts as of the Closing Date. Buyer shall, as of the Closing Date, make available a tax-qualified defined contribution retirement plan with a cash or deferred arrangement that is sponsored by the Buyer or one of its Affiliates (the "Buyer 401(k) Plan") that will cover Company Continuing Employees on and after the Closing Date. Buyer shall cause the Buyer 401(k) Plan to accept from each Seller 401(k) Plan the "direct rollover" of the account balance (including the in-kind rollover of notes evidencing outstanding

participant loans) of each Company Continuing Employee who participated in the Seller 401(k) Plan as of the Closing Date and who elects such direct rollover in accordance with the terms of the Seller 401(k) Plan and the Code. Sellers, Buyer and their respective Affiliates, as applicable, shall cooperate to take any and all commercially reasonable actions needed to permit each Company Continuing Employee with an outstanding loan balance under a Seller 401(k) Plan as of the Closing Date to continue to make scheduled loan payments to the Seller 401(k) Plan after the Closing Date, pending the distribution and in-kind rollover of the notes evidencing such loans from the Seller 401(k) Plan to the Buyer 401(k) Plan, as provided in the preceding sentence, so as to prevent, to the extent reasonably possible, a deemed distribution or loan offset with respect to such outstanding loans.

(b) With respect to any employee benefit plan maintained by Buyer or its Affiliates, including the Buyer 401(k) Plan and the Benefit Plans (together, the "Buyer Plans"), in which any Company Continuing Employees may participate immediately after the Closing, Buyer shall, or shall cause the Company Entities to, recognize all service of the Company Continuing Employees with the Company Entities and any of their predecessors, as the case may be as if such service were with the Company Entities or such predecessors, for vesting and eligibility purposes in any Buyer Plan in which such Company Continuing Employees may be eligible to participate after the Closing Date and benefits determination for vacation and severance benefits; provided, that such service shall not (i) be recognized to the extent that such recognition would result in a duplication of benefits, (ii) apply for purposes of any retiree medical plans or for purposes of benefit accrual under any defined benefit pension plan or for purposes of retirement treatment under any long-term incentive plan, or (iii) apply for purposes of any plan, program or arrangement (A) under which similarly situated employees of Buyer and its Affiliates do not receive credit for prior service or (B) that is grandfathered or frozen either with respect to level of benefits or participation.

(c) The provisions of this Section 6.13 are solely for the benefit of the Parties, and no current or former employee or any other individual associated with any of the Company Entities shall be regarded for any purpose as a third-party beneficiary of this Section 6.13. In no event shall the terms of this Agreement be deemed to (i) establish, amend or modify any Benefit Plan or any "employee benefit plan" as defined in Section 3(3) of ERISA, or any other benefit plan, program, agreement or arrangement maintained or sponsored by any Party or its respective Affiliates; (ii) alter or limit the ability of Buyer or its Affiliates to amend, modify or terminate any plan, employment agreement or any other benefit or employment plan, program, agreement or arrangement; or (iii) confer upon any current or former employee, officer, director or consultant any right to employment or continued employment or continued service with any Person, or constitute or create an employment agreement with any employee.

Section 6.14 Advise of Changes. Prior to the Closing, each Party shall promptly advise the other Parties of any change, development, circumstance, fact, effect, condition or event (i) that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on it, or (ii) that is, or would or would reasonably be expected to cause or constitute, a breach, nonfulfillment or failure to perform of any of such Party's representations, warranties, obligations, covenants or agreements contained in this Agreement or any Transaction Document entered into prior to the Closing; provided, that any failure to give such prompt notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a

violation of this Section 6.14 or the failure of any condition set forth in Section 7.2 or Section 7.3 to be satisfied, or otherwise constitute a breach of this Agreement by the Party failing to give such prompt notice, in each case, so long as (A) the failure to give such prompt notice was not knowing, intentional or willful and (B) the underlying breach would not independently result in a failure of the conditions set forth in Section 7.2 or Section 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.14 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or any Transaction Document or limit the remedies available to the Party receiving such notice.

Section 6.15 RWI Insurance Policy. The Parties acknowledge that, at Closing, Buyer may, at its sole election, obtain a buyer-side representations and warranties insurance policy with respect to the representations and warranties set forth in Article III and Article IV and certain other terms of this Agreement (the "R&W Policy"), with Buyer paying 100% of the costs of obtaining such Policy. Buyer and Buyer Parent acknowledge and agree that the R&W Policy, if obtained, shall at all times provide that the insurer shall have no, and shall waive and not pursue any and all, subrogation rights against the Sellers or any of their Representatives (except in the case of Fraud with respect to the representations and warranties set forth in Article III and Article IV), and the Sellers shall be a third-party beneficiary of such waiver.

Section 6.16 Existing Credit Facility Amendment.

(a) At or prior to Closing, Buyer shall:

(i) Obtain (1) an amendment, restatement, amendment and restatement or other modification of the Existing Credit Facility, on such terms and conditions as may be specified by Buyer such that the Existing Credit Facility is revised to provide terms and conditions which give due regard to (a) the organizational structure of Buyer and its Affiliates (including the Company Entities after the Closing) after giving effect to the transactions contemplated by this Agreement and (b) the operational needs of the Company Entities after giving effect to transactions contemplated by this Agreement (the "Loan Amendment"), (2) Wells Fargo Consent, and (3) termination and release of the Guaranty; provided, that in no event shall any such actions result in any monetary obligation or other Liability being imposed upon the Company prior to Closing, or the Sellers prior to, at, or after Closing, cause any adverse effect with respect to Company prior to Closing, or the Sellers prior to, at, or after Closing, or cause any decrease to the Purchase Price; or

(ii) Make all payments and satisfy any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility.

(b) Upon Buyer's written request to the Company no later than 10 Business Days prior to Closing, the Company shall use reasonable best efforts to provide the Payoff Letter to Buyer no later than three Business Days prior to Closing at the sole cost and expense of the Buyer (including with respect to any amounts payable under the Existing Credit Facility or thereunder).

(c) Buyer shall use reasonable best efforts to obtain the Loan Amendment including using reasonable best efforts to do the following: (i) provide reasonably available customary financial, business and other information regarding the Buyer and its Affiliates as may be reasonably requested by Parent or the lenders under the Existing Credit Facility and (ii) cause members of senior management of the Buyer to participate in a reasonable number of lender meetings, presentations, diligence sessions or conference calls and to meet with representatives of Wells Fargo Bank, N.A.

(d) Notwithstanding anything to the contrary, the obligation of Buyer to consummate the Transactions is not conditioned upon or subject to the obtainment of the Wells Fargo Consent or any matter arising therefrom.

Section 6.17 Reorganization. CRUSA Inc. shall, prior to the Closing, dividend the Credito Real Interest to Parent, such that following such dividend, the Company will become a direct subsidiary of Parent.

Section 6.18 Preservation of Records.

(a) For a period of seven years after the Closing Date or such other longer period as required by Law, Buyer shall preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records of the Company and its Subsidiaries (including (i) any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations and (ii) all Tax Returns, schedules, work papers and other material records or other documents relating to Taxes of the Company Entities), in each case, to the extent in the possession of Buyer and relating to the conduct of the business and operations of the Company and its Subsidiaries prior to the Closing Date (the "Books and Records"). If at any time after such seven-year period Buyer intends to dispose of any such Books and Records, Buyer shall not do so without first offering such Books and Records to Sellers and, in the event that Sellers elect to receive any such Books and Records, Buyer shall provide copies of such Books and Records, at Sellers' sole cost and expense. The provisions of this Section 6.18 shall cease to apply in the event of a sale or disposition of the Company or its Subsidiaries by Buyer; provided, that Buyer shall cause the subsequent owner(s) of such entity to assume the obligations of Buyer set forth in this Section 6.18.

(b) To the extent reasonably required in connection with any insurance claims by, Actions against, governmental investigations or Tax audits of, compliance with legal requirements by, or the preparation of financial statements of Sellers or any of their Affiliates or otherwise in connection with any other matter relating to or resulting from this Agreement, Buyer shall, and shall cause the Company and its Subsidiaries to, cooperate with Sellers and their counsel in the defense or contest, make available their personnel, and provide such reasonable access to the Books and Records as shall be necessary or reasonably requested in connection therewith, all at the sole cost and expense of Sellers; provided, that such requested cooperation shall not (A) unreasonably interfere with the ongoing operations of the Company or its Subsidiaries or (B) extend to any information that is subject to attorney-client, work product or other privilege or the sharing of which would violate Law or confidentiality restrictions (it being agreed that, in the event that any of the restrictions of this clause (B) apply, Buyer shall provide each Seller and its counsel with a reasonably detailed description of the information not provided and Buyer shall cooperate

in good faith to design and implement alternative disclosure arrangements to enable such Person to evaluate any such information without resulting in any waiver of such privilege or violation of any confidentiality restriction).

Section 6.19 Conflicts; Privileges. It is acknowledged by each of the parties hereto that Sellers, the Company and certain of its Affiliates have retained White & Case LLP ("W&C") and Richards, Layton and Finger P.A. ("RLF") to act as their counsel in connection with the transactions contemplated hereby and that W&C and RLF has not acted as counsel for any other Person in connection with the transactions contemplated hereby and that no other party to this Agreement or Person has the status of a client of W&C or RLF for conflict of interest or any other purposes as a result thereof. Buyer hereby agrees that, in the event that a dispute arises between Buyer or any of its Affiliates (including, after the Closing, the Company and its Subsidiaries) and Sellers, or any of their Affiliates (including, prior to the Closing, the Company or any of its Subsidiaries), W&C and RLF may represent Sellers or any such Affiliate in such dispute even though the interests of Sellers or such Affiliate may be directly adverse to Buyer or any of its Affiliates (including, after the Closing, the Company or its Subsidiaries), and even though W&C and RLF may have represented the Company or its Subsidiaries in a matter substantially related to such dispute, or may be handling ongoing matters for Buyer, the Company or its Subsidiaries, Buyer and the Company hereby waive, on behalf of themselves and each of their Affiliates, (a) any claim they have or may have that W&C or RLF has a conflict of interest in connection with or is otherwise prohibited from engaging in such representation, (b) agree that, in the event that a dispute arises after the Closing between Buyer or any of its Affiliates (including, after the Closing, the Company or its Subsidiaries) and Sellers, W&C and RLF may represent any such party in such dispute even though the interest of any such party may be directly adverse to Buyer or any of its Affiliates (including after the Closing, the Company or its Subsidiaries), and even though W&C and RLF may have represented the Company or its Subsidiaries in a matter substantially related to such dispute, or may be handling ongoing matters for Buyer the Company or its Subsidiaries. Buyer further agrees that, (i) as to all communications between W&C and RLF, on the one hand, and Sellers, on the other hand, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belong to Sellers and may be controlled by Sellers and shall not pass to or be claimed by Buyer, the Company or its Subsidiaries, and (ii) as to all communications between W&C and RLF, on the one hand, and the Company or its Subsidiaries, on the other hand, or among W&C, RLF, the Company, the Company's Subsidiaries or Sellers, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to evidentiary privilege belong to Sellers and may be controlled by Sellers and shall not pass to or be claimed by Buyer, the Company or its Subsidiaries. Buyer agrees to take, and to cause its Affiliates to take, all steps necessary to implement the intent of this Section 6.19. The parties hereto further agree that W&C and RLF and their respective partners and employees are third party beneficiaries of this Section 6.19.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.1 Conditions Precedent to Obligations of the Parties. The respective obligations of each Party to consummate the Transaction and other transactions contemplated by this Agreement are subject to the satisfaction (or, where legally permissible, waiver by such Party in such Party's sole discretion) at or prior to the Closing Date of each of the following conditions:

(a) No Adverse Order. There shall be no Law or Governmental Order that is in effect that prohibits, makes illegal, restrains or otherwise prevents the consummation of the Transaction or the other transactions contemplated by this Agreement.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order, and prior to the Closing, such Sale Order shall have become a Final Order, without any Governmental Order staying, reversing, modifying or amending such Sale Order in effect on the Closing Date.

(c) Reorganization. The Reorganization shall have been duly completed.

Section 7.2 Conditions Precedent to Obligations of the Sellers and the Company. The obligation of the Sellers and the Company to consummate the Transaction is subject to the satisfaction (or waiver by the Sellers, in the Sellers' sole discretion) at or prior to the Closing Date, of each of the following additional conditions:

(a) Accuracy of Buyer's Representations and Warranties.

(i) The representations and warranties of Buyer contained in this Agreement other than the Buyer Fundamental Representations, disregarding all qualifications contained herein relating to materiality or Material Adverse Effect, are true and correct as of the date hereof and shall be true and correct on and as of the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date) with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect with respect to Buyer.

(ii) The Buyer Fundamental Representations contained in this Agreement are true and correct in all respects as of the date hereof and shall be true and correct in all respects (other than de minimis inaccuracies) on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date).

(b) Covenants and Agreements of Buyer. Buyer shall have performed and complied in all material respects with all of the obligations, covenants and agreements hereunder required to be performed and complied with by it at or prior to the Closing.

(c) Certificate of Buyer. Sellers shall have received a certificate signed by a duly authorized officer of Buyer confirming the matters set forth in Section 7.2(a) and Section 7.2(b) as of the Closing.

(d) Guaranty. The Guaranty shall have been terminated in its entirety with no liability imposed upon Parent or any of its Affiliates as a result of such termination.

(e) Existing Credit Facility. Either (i) the Wells Fargo Consent shall have been obtained, or (ii) Buyer shall have made or caused to be made all payments and satisfied any other obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility.

Section 7.3 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transaction is subject to the satisfaction (or waiver by Buyer in Buyer's sole discretion) at or prior to the Closing Date of each of the following additional conditions:

(a) Accuracy of Sellers' and the Company's Representations and Warranties.

(i) The representations and warranties of the Sellers and Company contained in this Agreement other than the Sellers Fundamental Representations, disregarding all qualifications contained herein relating to materiality or Material Adverse Effect (other than with respect to Section 3.8(d)), are true and correct as of the date hereof and shall be true and correct, on and as of the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date) with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect with respect to Sellers or the Company Entities; provided, that the representations and warranties set forth in Section 3.8(d) shall be true and correct in all respects.

(ii) The Sellers Fundamental Representations are true and correct in all respects as of the date hereof and shall be true and correct in all respects (other than de minimis inaccuracies) on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date (except for such representations and warranties which by their express provisions are made as of an earlier date, in which case, as of such earlier date).

(b) Covenants and Agreements of the Sellers and the Company. The Sellers and the Company shall have performed and complied in all material respects with all of the obligations, covenants and agreements hereunder required to be performed and complied with by the Sellers or the Company (or any of them) at or prior to the Closing.

(c) Publication of Notice of Entry of Sale Order. The Sellers shall have caused a Notice of Entry of Sale Order to be published as required under Section 6.12(a)(ii) hereof and the Sale Order within two Business Days of the entry of the Sale Order by the Bankruptcy Court.

(d) Required Regulatory Approvals. Sellers shall have obtained the Required Regulatory Approvals.

(e) Certificate of the Sellers. Buyer shall have received a certificate signed by a duly authorized legal representative of Sellers' Representative confirming the matters set forth in Section 7.3(a) and Section 7.3(b) as of the Closing.

Section 7.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused by such Party's breach of or failure to comply with such applicable provision(s) of this Agreement.

ARTICLE VIII

INDEMNIFICATION AND REMEDIES

Section 8.1 Survival. None of the representations or warranties contained in this Agreement or the other Transaction Documents or any schedule, instrument or other document delivered pursuant to this Agreement or the other Transaction Documents, certificates delivered pursuant to this Agreement or the other Transaction Documents, or covenants or agreements contained in this Agreement or the other Transaction Documents (other than the covenants and agreements which by their terms contemplate performance after the Closing (each, a "Post-Closing Covenant") shall survive, and each shall terminate and be of no further force or effect as of, the Closing Date or the termination of this Agreement, and none of the Seller Group Parties shall have any liability whatsoever with respect to any such representations, warranties, covenants, agreements or certificates and no claim for breach of any such representation, warranty, covenant, agreement or certificate or any claim for detrimental reliance or other right or remedy (whether in contract, in tort or at Law or in equity) may be brought after the Closing with respect thereto against any of the Seller Group Parties. None of the covenants or other agreements contained in this Agreement or the other Transaction Documents shall survive the Closing, other than the Post-Closing Covenants, and each such Post-Closing Covenant shall survive the Closing in accordance with their respective terms and if no timeframe is specified, such Post-Closing Covenant shall survive for one (1) year following the Closing Date.

Section 8.2 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no Party shall, in any event, be liable to any other Person for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

Section 8.3 R&W Policy; Exclusive Remedy. Other than in respect of Fraud, the Parties agree that the sole and exclusive remedy for Buyer and Buyer Parent following the Closing for any claim arising out of (a) a breach of any representation or warranty set forth in this Agreement or the other Transaction Documents or any schedule, instrument or other document delivered pursuant to this Agreement or the other Transaction Documents or (b) any covenants, agreement or certificate delivered pursuant to this Agreement or the other Transaction Documents, shall be limited to a claim for indemnification pursuant to the terms, and subject to the limitations, of the R&W Policy (whether or not a R&W Policy is obtained at or prior to Closing). The Parties

shall not be entitled to a rescission of this Agreement, to any indemnification rights or other claims of any nature whatsoever in respect thereof (whether by contract, common law, statute, Law, regulation or otherwise).

ARTICLE IX

TERMINATION

Section 9.1 Termination Events. Without prejudice to other remedies which may be available to the Parties by Law or this Agreement, this Agreement may be terminated, and the Transaction may be abandoned at any time prior to the Closing solely in the following cases:

(a) by mutual written consent of the Parties;

(b) by either Sellers' Representative or Buyer:

(i) if there shall be any Law that makes consummation of the Transaction illegal or otherwise prohibited, or if any Governmental Order permanently restraining, prohibiting or enjoining Buyer or Sellers from consummating the Transaction is entered and such Governmental Order shall become final; provided, however, that no termination may be made by a Party under this Section 9.1(b)(i) if the issuance of such Governmental Order was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party; or

(ii) upon Sellers' written agreement to enter into an Alternative Transaction.

(c) by Buyer, by giving written notice to Sellers' Representative if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 7.3(a) and Section 7.3(b), and such breach has not been waived by Buyer, or, if such breach is curable, cured prior to the earlier to occur of (A) 20 days after receipt of Buyer's notice of such breach, and (B) the Outside Date; provided, that Buyer shall not have a right of termination pursuant to this Section 9.1(c) if Sellers' Representative could, at such time, terminate this Agreement pursuant to Section 9.1(h);

(d) by Buyer, if the Sale Order shall not have been entered by March 3, 2023, or at any time after entry of the Sale Order, such Governmental Order is reversed, stayed for more than 14 days, vacated or modified to the extent such modifications are reasonably expected to have a Material Adverse Effect;

(e) by Buyer, upon occurrence of any Material Adverse Effect;

(f) by Buyer, if (i) Sellers consummate an Alternative Transaction, or (ii) Buyer is neither the Successful Bidder nor the Back-Up Bidder following the Auction;

(g) by Buyer or Sellers' Representative, if the Closing shall not have occurred on or before the Outside Date, provided, however, that no termination may be made by a Party

under this Section 9.1(g) if the failure to close on or before the Outside Date was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party;

(h) by Sellers' Representative, by giving written notice to Buyer if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Sellers at Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by Sellers' Representative, or, if such breach is curable, cured by such Buyer prior to the earlier to occur of (A) 20 days after receipt of Sellers' Representative's notice of such breach, and (B) the Outside Date; provided, that Sellers' Representative shall not have a right of termination pursuant to this Section 9.1(h) if Buyer could, at such time, terminate this Agreement pursuant to Section 9.1(c); or

(i) by Parent, if the court-appointed provisional liquidator or other governing body of Parent determines, upon advice from outside legal counsel, that not proceeding with the Transaction or terminating this Agreement is in the best interests of Parent's estates and creditors, and is necessary for such governing body to fulfill its fiduciary obligations under Law (the "Fiduciary Duty"), including to pursue an Alternative Transaction. For the avoidance of doubt, and subject to the terms and conditions of this Agreement (including Buyer's right to terminate this Agreement in accordance with this Section 9.1), Parent retains the right to pursue any transaction or restructuring strategy that, in Parent's business judgment, will maximize the value of its estate.

Each condition set forth in this Section 9.1 pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in this Section 9.1 is applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

Section 9.2 Effect of Termination. In the event of any termination of this Agreement pursuant to Section 9.1, the Party(ies) so terminating this Agreement shall provide written notice to the other Party(ies) specifying the provisions hereof pursuant to which such termination is made, and, except as otherwise set forth in this Section 9.2, this Agreement shall forthwith become null and void and of no effect and all rights and obligations of the Parties hereunder shall terminate without any Liability on the part of any Party in respect thereof, except that (a) provisions of, and the obligations of the Parties under Section 2.3 (*Deposit*), Section 6.3 (*Access to Information; Confidentiality*), Section 6.5 (*Public Announcements*), Section 6.12(h) (*Break-Up Fee and Expense Reimbursement*), this Section 9.2 and Article X, and to the extent applicable in respect of such Sections and Article, ARTICLE I (*Definitions*), of this Agreement shall remain in full force and effect in accordance with their terms, and (b) such termination shall not relieve any Party of any Liability for any Fraud or breach of this Agreement prior to such termination; provided that, notwithstanding anything to the contrary herein, (i) the sole and exclusive remedies of Buyer and Buyer Parent for any breach of this Agreement by Sellers shall be, if applicable, to terminate this Agreement pursuant to Section 9.1(c), and (ii) in no event shall Sellers or the Company Entities be liable for monetary damages in connection with this Agreement and the Transactions except for payment of the Break-Up Fee and Expense Reimbursement to the extent payable. In the event of any termination of this Agreement pursuant to Section 9.1, the

Company shall cause all filings, applications and other submissions made pursuant to this Agreement to be withdrawn from the Governmental Authorities to which they were made.

ARTICLE X

MISCELLANEOUS

Section 10.1 Parties in Interest. Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than (a) the Parties and their respective permitted successors and assigns, (b) the Indemnified Persons with respect to Section 6.7, and (c) the Sellers' Counsel with respect to Section 10.13, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement.

Section 10.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. No Party may assign (by contract, stock sale, merger, other business combination, any other transaction involving a Party or any Affiliate thereof that would have the same or substantially similar economic or substantive effect to any of the foregoing (including by way of any derivative arrangement), operation of Law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the express prior written consent of the other Parties, and any attempted assignment, without such consent, shall be null and void. Notwithstanding the foregoing, from and after the Closing, the Buyer may assign this Agreement or any of its rights, interests, or obligations hereunder to an Affiliate; provided that (x) no such assignment shall relieve Buyer of any liability hereunder and (y) Buyer may not assign this Agreement or any of its rights, interests or obligations hereunder after the date which is two Business Days after entry of the Sale Order. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including any liquidating trustee, responsible Person or similar representative for Sellers or Sellers' bankruptcy estates appointed in connection with the Mexican Liquidation Proceeding.

Section 10.3 Notices. All notices and other communications required or permitted to be given by any provision of this Agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, or by electronic mail, charges prepaid and addressed to the intended recipient as follows, or to such other addresses or numbers as may be specified by a Party from time to time by like notice to the other Parties:

(a) If to Parent or CRUSA Inc.:

Credito Real USA, Inc.
Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez

03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(b) If to Seagrave:

1475 W Cypress Creek Road, Suite 300
Fort Lauderdale, Florida 33309
Email: scot@crealusa.com
Attention: Scot Seagrave

(c) If to the Company prior to the Closing, to the Sellers.

Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez
03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(d) If to Sellers' Representative:

Av. Insurgentes Sur 730, Piso 20
Col. del Valle, Alcaldía Benito Juárez
03103, Ciudad de México, México
Email: fguelfi@creditoreal.com.mx
Attention: Felipe Guelfi Regules

(e) In each case of (a), (b), (c) and (d), with a copy to:

White & Case LLP
609 Main St., 29th Floor
Houston, TX 77002
Attention: Bill Parish
Email: bill.parish@whitecase.com

(f) If to the Buyer or Buyer Parent or, after the Closing, the Company:

Bepensa Capital Inc.
7227 N.W. 74 Avenue
Miami, Florida 33166
Attention: Jose Juan Vazquez Basaldúa
Email: jvasquezb@benepsa.com

(g) In the case of (f), with a copy to:

Lic. Pablo E. Romero Gonzalez
Director Jurídico
Bepensa
Calle 60 Diagonal No. 496
Entre 59 y 61
Fracc. Parque Industrial
Mérida Yucatán 97300
Mexico

Tel. 011 52 (999) 176 9100
Email: promerog@bepensa.com

and

Stephen P. Walroth-Sadurní, Esq.
Walroth-Sadurní Law
Columbus Center
1 Alhambra Plaza
Penthouse
Coral Gables, Florida 33134
Tel. 305.330.6401
Email: walroth.s@walsadlaw.com

and

Tracy L. Klestadt, Esq.
Klestadt Winters Jureller Southard & Stevens, LLP
200 West 41st Street
17th Floor
New York, NY 10036-7203
Tel. 212.972.3000
Email: TKlestadt@Klestadt.com

All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received (i) when delivered by hand or transmitted by email (provided that the sender does not receive an automatic message of non-delivery), (ii) three Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested or (iii) one Business Day after the same are sent by a reliable overnight courier service, with confirmation of delivery from the service.

Section 10.4 Amendments and Waivers. This Agreement may not be amended, supplemented, superseded, canceled, extended or otherwise modified except in a written instrument executed by each of the Parties. No waiver by any of the Parties of any default, misrepresentation, or breach of any representation, warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver. No waiver by any party shall operate or be construed as a waiver in respect of any inaccuracy, failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after the waiver. The failure or delay of any party to assert any of its rights, remedies, powers or privileges hereunder will not constitute a waiver of such rights, nor shall any waiver on the party of any party of any such rights, remedy, power or privilege, nor any single or partial exercise of any such rights,

remedy, power or privilege, preclude, any further exercise thereof or the exercise of any other rights, remedy, power or privilege.

Section 10.5 Exhibits and Schedules. All Exhibits and Schedules and the Disclosure Schedules attached hereto are hereby incorporated herein by reference and made a part hereof as further provided herein.

Section 10.6 Headings. The table of contents and section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

Section 10.7 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.8 Entire Agreement. This Agreement (including the Schedules and the Exhibits hereto), the Sale Order, and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements or representations among the Parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

Section 10.9 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Law in an acceptable manner to the end that the Transaction is fulfilled to the greatest extent possible. Notwithstanding anything contained herein, under no circumstance shall the obligation of the Sellers to deliver the Acquired Interests be enforceable absent enforceability of the obligation of Buyer to pay the Purchase Price, and vice versa.

Section 10.10 Expenses.

(a) Buyer shall be obligated to pay any and all filing fees to the applicable Governmental Authority(ies) with respect to any filings required by Law in connection with this Agreement and the Transaction.

(b) Unless otherwise provided in this Agreement or any Transaction Document, each Party agrees to pay, without right of reimbursement from the other, all costs and expenses incurred by it incident to the negotiation, execution or performance of its obligations hereunder, including the fees and disbursements of counsel, accountants, financial advisors, experts and

consultants employed by the respective Parties in connection with the Transaction, whether or not the Transaction is consummated.

Section 10.11 No Recourse Against Non-Recourse Persons. All proceedings, claims, disputes, obligations, Liabilities, or causes of action (whether in contract or in tort, in equity or at Law, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), shall be made only against (and are those solely of) the Persons that are expressly identified as Parties in the preamble to this Agreement (the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future Representative, incorporator, equity holder or Affiliate of such Contracting Party or any past, present or future Representative, incorporator, equity holder or Affiliate of any of the foregoing (the "Non-Recourse Persons"), shall have any Liability (whether in contract or in tort, in equity or at Law, or granted by statute) for any claims, causes of action, obligations, or Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or in its negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such Liabilities, claims, causes of action and obligations against any such Non-Recourse Persons. Each Contracting Party disclaims any reliance upon any Non-Recourse Persons, in each case with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Notwithstanding anything to the contrary in this Section 10.11, nothing in this Section 10.11 shall preclude or limit a claim by any Person for Fraud.

Section 10.12 Specific Performance. Subject to the limitations set forth in Section 9.2, (a) each Party recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement shall cause the other Party or Parties to sustain irreparable harm for which it would not have an adequate remedy at Law, and therefore in the event of any such breach the aggrieved Party shall, without the posting of bond or other security (any requirement for which the Parties hereby waive), be entitled to seek the remedy of specific performance of such covenants and agreements, including injunctive and other equitable relief, in addition to any other remedy to which it might be entitled, (b) a Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement, and (c) in the event that any action is brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at Law. The Parties further agree that (i) by seeking the remedies provided for in this Section 10.12, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement, including monetary damages or in the event that the remedies provided for in this Section 10.12 are not available or otherwise are not granted, and (ii) nothing contained in this Section 10.12 shall require any Party to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 10.12 before exercising any termination right under Section 9.1 (and pursuing damages after such termination) nor shall the commencement of any Action pursuant to this Section 10.12 or anything contained in this Section 10.12 restrict or limit any Party's right to terminate this Agreement in accordance

with the terms of Section 9.1 or pursue any other remedies under or in connection with this Agreement that may be available then or thereafter.

Section 10.13 Governing Law; Exclusive Jurisdiction.

(a) EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS AGREEMENT AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, UNITED STATES OF AMERICA.

(b) Subject to Section 10.13(c), without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction, and (ii) any and all claims or proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive Notices at such locations as indicated in Section 10.3. For the avoidance of doubt, this Section 10.13 shall not apply to any claims that Buyer or its Affiliates may have against any third party following the Closing.

(c) Notwithstanding anything herein to the contrary, in the event the Chapter 15 Case or the Mexican Liquidation Proceeding are closed or dismissed, the Parties hereby agree that all claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction, shall be heard and determined exclusively in any federal court sitting in Delaware or, if that court does not have subject matter jurisdiction, in any state court located in Wilmington County, Delaware (and, in each case, any appellate court thereof), and the Parties hereby consent to and submit to the jurisdiction and venue of such courts.

Section 10.14 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed counterparts of this Agreement may be delivered by scanned image, DocuSign or other electronic means including files in .pdf or .jpeg.

Section 10.16 Currency Matters. All payments hereunder shall be made in Dollars.

Section 10.17 Disclosure Schedules. There may be included in the Seller Disclosure Schedule and Buyer Disclosure Schedule, as applicable, items and information, the disclosure of which is not required either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Article III or Article IV, with respect to the Seller Disclosure Schedule, or Article V,

with respect to the Buyer Disclosure Schedule. Inclusion of any such items or information shall not, in any case, be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is "material" or is reasonably likely to result in a Material Adverse Effect or to affect the interpretation of such term for purposes of this Agreement. The Disclosure Schedules set forth items of disclosure with specific reference to the particular Section or subsection of this Agreement to which the items or information in such Disclosure Schedules relates; provided, that any information set forth in one section or subsection pertaining to the representations and warranties of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as the case may be, shall be deemed to apply to each other section or subsection thereof pertaining to representations and warranties to the extent that it is reasonably apparent based on a plain reading of such disclosure that it is applicable to such other sections or subsections of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as the case may be. Nothing in the Seller Disclosure Schedule or Buyer Disclosure Schedule, as the case may be, shall constitute an admission of any liability or obligation of any Party to any third party, nor an admission to any third party against the interests of any or all of the Parties.

Section 10.18 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transaction contemplated hereby, without limiting in any way Buyer's rights and remedies set forth in this Agreement, will require the CR Sellers or any of their governing bodies, directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations.

Section 10.19 Several Liability. The Liability of any Seller hereunder (if any) is several and not joint. Notwithstanding any other provision of this Agreement, in no event will any Seller be liable for any other Seller's breach of such other Seller's obligations under this Agreement or the other Transaction Documents.

Section 10.20 Sellers' Representative

(a) Sellers hereby irrevocably authorize, direct and appoint Sellers' Representative to act, and Sellers' Representative hereby accepts such appointment to act, as sole and exclusive agent, attorney-in-fact and representative of Sellers, and authorize and direct Sellers' Representative to (i) take any and all actions (including executing and delivering any documents, giving and receiving notices, incurring any costs and expenses on behalf of Sellers and making any and all determinations) which may be required or permitted by this Agreement to be taken by any of them, (ii) exercise such other rights, power and authority, as are authorized, delegated and granted to Sellers' Representative pursuant to this Agreement, (iii) receive and disburse to Sellers any funds received on behalf of Sellers contemplated by this Agreement and (iv) exercise such rights, power and authority as are incidental to the foregoing. Notwithstanding the foregoing, Sellers' Representative shall have no obligation to act on behalf of Sellers except as provided herein and any certificate, instrument or document delivered pursuant hereto. Any such actions taken, exercises of rights, power or authority, and any decision or determination made by Sellers' Representative consistent therewith, shall be absolutely and irrevocably binding on each Seller and its respective successors, as if such party personally had taken such action, exercised such rights, power or authority or made such decision or determination in such party's capacity and all defenses

which may be available to any Seller to contest, negate or disaffirm the action of Sellers' Representative taken in good faith under this Agreement are waived. The powers, immunities and rights to indemnification granted to Sellers' Representative Group (as defined below) hereunder are coupled with an interest and shall be irrevocable and survive the death, incompetence, bankruptcy or liquidation of any Seller and shall be binding on any successor thereto.

(b) Each Seller agrees that (i) Sellers' Representative shall not be a fiduciary when serving as "Sellers' Representative" under this Agreement and (ii) neither Sellers' Representative, its Affiliates nor their respective contractors, agents or advisors (collectively, the "Sellers' Representative Group") shall be liable for any actions taken or omitted to be taken under or in connection with this Agreement, any certificate, instrument or document delivered pursuant hereto, or the transactions contemplated hereby or thereby, except for such actions taken or omitted to be taken resulting from Sellers' Representative's Fraud or willful misconduct. Furthermore, each Seller shall indemnify, defend and hold harmless, severally and not jointly, *pro rata* based upon such Seller's share of the sale proceeds hereunder from and against any and all losses, claims, damages, liabilities, fees, costs, expenses (including reasonable attorneys' fees and expenses of other skilled professionals and in connection with seeking recovery from insurers), judgments, fines or amounts paid in settlement paid or incurred by Sellers' Representative in connection with the performance of its obligations as Sellers' Representative.

(c) The parties agree that Buyer and its Affiliates shall be entitled to conclusively rely, without independent investigation or verification, on and shall be fully protected in relying on the appointment and authority of Sellers' Representative and on any action taken, decisions made or instructions given by Sellers' Representative, on behalf of each Seller. Payments made to or as directed by Sellers' Representative pursuant to this Agreement are sufficient and binding to the same extent as though such payments were made directly to the appropriate Seller. Buyer shall not have any responsibility or Liability for any further delivery or application of any such payment, it being agreed by Sellers that, on the terms set forth herein, (i) any payment Buyer is required to make hereunder to any Seller may be made to or as directed by Sellers' Representative on behalf of such Seller, as the case may be, (ii) Sellers shall determine among themselves the amount due to each Seller from each payment made to or as directed by Sellers' Representative hereunder, and (iii) each Seller shall look solely to Sellers' Representative for such Seller's respective share of any payment made to or as directed by Sellers' Representative hereunder.

(d) Sellers' Representative shall be entitled to, and shall not have any liability to Sellers for action in accordance with the following: (i) relying upon any signature believed by Sellers' Representative to be genuine, (ii) reasonably assuming that a signatory has proper authorization to sign on behalf of the applicable party, and (iii) requesting and relying upon the written consent or written instructions of a party; provided, that Sellers' Representative shall not have any obligation to request such consent or instructions with respect to any matter. Sellers' Representative may resign at any time following the Closing Date, upon at least 30-days' prior written notice to Buyer; provided, that for so long as Sellers' Representative or Sellers have any outstanding duties or obligations hereunder, a replacement reasonably believed to be capable of carrying out the duties and performing the obligations of Sellers' Representative hereunder shall be appointed as the "Sellers' Representative" hereunder prior to the effectiveness of any such

resignation and Sellers' Representative shall notify Buyer of such replacement at least 30-days prior to the effectiveness of such replacement.

(e) Neither Buyer nor any of its Affiliates (including, after the Closing, the Company Entities), shall have any Liability whatsoever or be held liable or accountable in any manner to any Person for any act or omission of Sellers' Representative in such capacity, including in connection with any actions or inactions of the Buyer or any of its Affiliates (including, after the Closing, the Company Entities), in reliance on any act, decision, consent, approval or instruction of Sellers' Representative.

Section 10.21 Guarantee. Buyer Parent, in order to induce the Sellers to enter into this Agreement and the other Transaction Documents, and in recognition of substantial direct and indirect benefits to Buyer Parent therefrom, hereby absolutely, unconditionally and irrevocably guarantees the due and punctual payment and performance of all of Buyer's obligations contemplated by this Agreement, including the payment (a) of the Purchase Price and (b) if applicable under Section 6.16, all obligations required by the Payoff Letter, including any prepayment, termination or breakage fees or penalties paid or payable related to the Existing Credit Facility, in each case, pursuant to and in accordance with the terms and conditions of this Agreement (the "Guarantee" and such obligations, the "Guaranteed Obligations"). The Guarantee is valid and in full force and effect and constitutes the valid and binding obligation of Buyer Parent, enforceable in accordance with its terms. The Guarantee is an irrevocable guarantee of payment and performance (and not just of collection) and shall continue in effect notwithstanding any extension or modification of the terms of this Agreement or any assumption without the consent of the Sellers' Representative of any such guaranteed obligation by any other Person until such time as the Guaranteed Obligations have been performed in full. The obligations of Buyer Parent hereunder shall not be released or discharged, in whole or in part, or otherwise affected by or contingent upon (i) the liquidation or dissolution of, or the merger or consolidation of Buyer with or into, any Person or any sale or transfer by Buyer of all or any part of its property or assets, (ii) the bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting Buyer, (iii) any modification, alteration, amendment or addition of or to this Agreement or any of the other Transaction Documents (except to the extent such modification, alteration, amendment or addition affects the Buyer's obligations hereunder or thereunder and then only to such extent), (iv) any disability or any other defense of Buyer or any other Person (with or without notice) which might otherwise constitute a legal or equitable discharge of a surety or a guarantor or otherwise, (v) the failure or delay on the part of any Seller or the Sellers' Representative to assert any claim or demand or to enforce any right or remedy against Buyer or Buyer Parent or (vi) any change in the name or ownership of a Seller or the Company or any other person referred to herein. In connection with the foregoing, Buyer Parent waives, to the fullest extent permitted by Law, all defenses, benefits and discharges it may have or otherwise be entitled to as a guarantor or surety and further waives presentment for payment or performance, notice of nonpayment or nonperformance, demand, diligence or protest. Buyer Parent acknowledges that it will receive substantial direct and indirect benefits from the Transactions and that the waivers and agreements

by Buyer Parent set forth in this Section 10.21 are knowingly made in contemplation of such benefits.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

SELLERS:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____
Name: Fernando Alonso-de-Florida Rivero
Title: Authorized Representative

CREDITO REAL USA, INC.

By: _____
Name: Arturo Rosas Barrientos
Title: President and Secretary

SCOT SEAGRAVE

_____

COMPANY:

CREDITO REAL USA FINANCE, LLC

By: _____
Name: Scot Seagrave
Title: CEO

[*Signature Page to Purchase Agreement*]

SELLERS' REPRESENTATIVE:

CRÉDITO REAL, S.A.B. DE C.V., SOFOM, E.N.R.

By: _____
Name: Fernando Alonso-de-Florida Rivero
Title: Authorized Representative

BUYER:

BEPENSA CAPITAL, INC.

By: _____
Name: Juan Manuel Ponce Diaz
Title: President

By: _____
Name: Alberto Ponce Gutiérrez
Title: Vice President

By: _____
Name: Jose Luis Ponce Manzanilla
Title: Vice President

BUYER PARENT:

BEPENSA CAPITAL S.A. DE C.V.

By: _____
Name: Juan Manuel Ponce Diaz
Title: Board Member

By: _____
Name: Alberto Ponce Gutiérrez
Title: Board Member

By: _____
Name: Jose Luis Ponce Manzanilla
Title: Board Member

Schedule A

Buyer Disclosure Schedule

(To be attached)

Schedule B

Seller Disclosure Schedule

(To be attached)

Schedule C

Book Value Calculation Schedule

(To be attached)

Schedule D

Required Regulatory Approvals

(To be attached)

Exhibit A

Directors' List and Company Entities' List

1. Company: Arturo Rosas Barrientos.

Exhibit B

Form of Directors' Resignation Letter

(To be attached)