

Legal and Tax Notices

LG20250428-021

Type	Legal Notice
CUSIP	MULTI (see below)
Legal Notice Sub Type	Notices to Security Holders
Contact Person or Group	Ray Haniff
Contact Email Address	ray.haniff@umb.com
Contact Phone Number	+1 646-650-3843

CUSIP
P0R12RAA8
05974EAA8

For more information, please contact:

Submitter:

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Submitting Firm Name	UMB Bank
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NOTICE TO HOLDERS

NOTE: THIS NOTICE TO HOLDERS OF THE NOTES SPECIFIED BELOW (“NOTICE TO HOLDERS”) CONTAINS IMPORTANT INFORMATION (AS SET FORTH ON SCHEDULE I ATTACHED HERETO) THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF SUCH NOTES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE TO HOLDERS ARE REQUIRED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS IN A TIMELY MANNER.

Notice Date: April 28, 2025

To: The Holders of the 7.250% Senior Secured Notes due 2041 described below (the “Notes”):

NOTES	CUSIP*	ISIN*	Voting Amount*
Rule 144A Global Notes	05974EAA8	US05974EAA82	
Reg S Global Notes	P0R12RAA8	USP0R12RAA88	

*PLEASE NOTE THAT NEITHER THE INDENTURE TRUSTEE NOR THE INTERCREDITOR AGENT ASSUMES ANY RESPONSIBILITY FOR THE CORRECTNESS OR ACCURACY OF THE CUSIP OR ISIN NUMBERS, EITHER AS PRINTED ON THE NOTES OR AS CONTAINED IN THIS NOTICE TO HOLDERS. SUCH NUMBERS ARE INCLUDED SOLELY FOR THE CONVENIENCE OF THE HOLDERS.

*Voting Amount as of Voting Determination Date

Re:

Dear Ladies and Gentlemen,

Reference is made to that certain (a) Common Terms Agreement, dated as of December 29, 2023 (as amended by that certain First Amendment to the Common Terms Agreement dated as of February 21, 2024, that certain Amendment No. 2 to Common Terms Agreement dated as of June 13, 2024, and that certain Omnibus Waiver, Consent and Amendment No. 3 to Common Terms Agreement, Development Facility Agreement, Bridge Facility Agreement and LC Facility Agreement (the “Omnibus Amendment”), dated as of September 3, 2024 and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Common Terms Agreement”), among Banco Actinver, S.A., Institución de Banca Múltiple, Grupo Financiero Actinver, solely in its capacity as trustee (*fiduciario*) under the Acquisition Trust Agreement (the “Issuer”), UMB Bank, National Association, as Development Facility Agent for the Development Facility Lenders (in such capacity, the “Development Facility Agent”), UMB Bank, National Association, as LC Facility Agent for the LC Facility Lenders (in such capacity, the “LC Facility Agent”), UMB Bank, National Association, as Intercreditor Agent for the Secured Parties (the “Intercreditor Agent”), CIBanco, S.A., Institución de Banca Múltiple, as Collateral Agent for the Secured Parties (the “Collateral Agent”), and each other Loan Party and Secured Party party thereto from time to time; (b) Development Facility Agreement dated as of December 29, 2023 (as amended by that certain First Amendment to Development Facility Agreement dated as of February 21, 2024, the Omnibus Amendment, and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Development Facility Agreement”), by and among the Issuer,

as borrower, the Development Facility Agent and Banco Nacional de Obras y Servicios Públicos, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo (“Banobras”), Banco Nacional de Comercio Exterior, S.N.C., Institución de Banca de Desarrollo (“Bancomext”), and Nacional Financiera, S.N.C., Institución de Banca de Desarrollo (“Nafin” and together with Banobras and Bancomext, the “Development Facility Lenders”), in each case as a Development Facility Lender; (c) LC Facility Agreement dated as of December 29, 2023 (as amended by that certain First Amendment to LC Facility Agreement dated as of February 21, 2024 the Omnibus Amendment, and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “LC Facility Agreement”), by and among the Issuer, as borrower, the LC Facility Agent, BBVA México, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA México, Bancomext and Nafin, in each case as a LC Facility Lender (jointly, the “LC Facility Lenders”) and Bancomext, as Issuing Bank; (d) Intercreditor Agreement, dated as of December 29, 2023 (as amended by that certain First Amendment to the Intercreditor Agreement dated as of February 21, 2024, and as further amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Intercreditor Agreement”), by and among the Intercreditor Agent, the Collateral Agent, the Development Facility Agent, the LC Facility Agent, the Development Facility Lenders, each Hedge Counterparty party thereto and pursuant to that certain Accession Agreement to the Intercreditor Agreement, dated as of September 18, 2024, the Indenture Trustee (as defined below); (e) Indenture dated as of September 18, 2024 (as amended and supplemented from time to time, the “Indenture”), by and among the Issuer, UMB Bank, National Association, as Indenture Trustee, Registrar, Transfer Agent and Paying Agent (the “Indenture Trustee”), the Collateral Agent and each Guarantor (as defined therein); (vi) Joinder Agreement to the Common Terms Agreement, dated as of September 18, 2024, by and among the Indenture Trustee, the Issuer and the Intercreditor Agent; and (vii) Accession Agreement to the Intercreditor Agreement (the “Accession Agreement”), dated as of September 18, 2024, by and among the Indenture Trustee, the Intercreditor Agent and the Collateral Agent. Capitalized terms used and not defined in this Notice to Holders have the respective meanings assigned to them in the Intercreditor Agreement and the Indenture, as the context requires.

Pursuant to the Determination Request and Explanation Notice, dated April 28, 2025, attached hereto as Exhibit A, the applicable Voting Parties were requested to undertake an intercreditor vote (the “Intercreditor Vote”) in connection with the Determinations described therein with respect to certain Omnibus Waiver and Amendment No. 4 to the Common Terms Agreement (the “Omnibus Amendment No. 4”).

1. The Holders of Notes are asked to cast a vote with respect to each of the following Determinations (collectively, the “Determinations”):
 - (a) the Special Supermajority Voting Issue pursuant to Section 5.2.2 (*Special Supermajority Voting Parties*) of the Intercreditor Agreement requested to be made by the Voting Parties identified as Determination 1 under the Determination Request and Explanation Notice (“Determination 1”);
 - (b) the Special Supermajority Voting Issue pursuant to Section 5.2.2 (*Special Supermajority Voting Parties*) of the Intercreditor Agreement requested to be made by the Voting Parties identified as Determination 2 under the Determination Request and Explanation Notice (“Determination 2”);
 - (c) the Special Supermajority Voting Issue pursuant to Section 5.2.2 (*Special Supermajority Voting Parties*) of the Intercreditor Agreement requested to be made by the Voting Parties identified as Determination 3 under the Determination Request and Explanation Notice (“Determination 3”);

- (d) the Special Supermajority Voting Issue pursuant to Section 5.2.2 (*Special Supermajority Voting Parties*) of the Intercreditor Agreement requested to be made by the Voting Parties identified as Determination 4 under the Determination Request and Explanation Notice (“Determination 4”);
 - (e) the Special Supermajority Voting Issue pursuant to Section 5.2.2 (*Special Supermajority Voting Parties*) of the Intercreditor Agreement requested to be made by the Voting Parties identified as Determination 5 under the Determination Request and Explanation Notice (“Determination 5”); and
 - (f) the Majority Voting Issue pursuant to Section 5.4 (*Majority Voting Issues*) of the Intercreditor Agreement requested to be made by the Intercreditor Parties identified as Determination 6 under the Determination Request and Explanation Notice (“Determination 6”).
2. The voting mechanics for the Holders of Notes with respect to this Intercreditor Vote are set forth on Exhibit B attached hereto (the “Voting Mechanics for the Holders of Notes”).
 3. Each Holder of Notes is deemed to acknowledge, represent, warrant and undertake to the Issuer and the Indenture Trustee that, as of the time of submission of its voting form (substantially in the form attached to the Voting Mechanics for the Holders of Notes as Annex A (the “Voting Form”)), it holds and will hold, in accordance with the procedures of the relevant Clearing System, as the case may be, and by the deadline required by the relevant Clearing System, it has irrevocably authorized the relevant Clearing System, as appropriate, in accordance with their procedures and deadlines, to disclose the name of the direct account holder and information about the foregoing instructions with respect to such Notes to the Indenture Trustee (and for the Indenture Trustee to provide such details to the Issuer and its legal advisors).
 4. Each Holder of Notes is deemed to acknowledge and agree (a) to the terms and conditions set forth in the Voting Mechanics for the Holders of Notes with regard to effective delivery of the Voting Form set forth therein; and (b) that in order to be taken into consideration, each Voting Form must be delivered to the Indenture Trustee in strict compliance with the terms and conditions set forth in the Voting Mechanics for the Holders of Notes and Voting Form.
 5. The Holders hereby agree that (a) any calculation or determination made by the Intercreditor Agent and the Determinations made or instruction given in accordance with the terms of the Intercreditor Agreement shall, in the absence of manifest error, be binding upon the Indenture Trustee and the Holders, and (b) the Intercreditor Agent is authorized to provide any expression of satisfaction as may be expressly required under the Omnibus Amendment No. 4, and in doing so the Intercreditor Agent shall rely on all of its rights, protections, and immunities under the Intercreditor Agreement and Common Term Agreement.
 6. Notwithstanding anything to the contrary herein, if the Intercreditor Agent receives votes in support of each of the Determinations from the applicable Required Voting Parties, it is expected that the Issuer, the Intercreditor Agent, the Development Facility Agent and the LC Facility Agent will promptly proceed with the execution of Omnibus Amendment No. 4 and the adoption of any related actions and execution of any related documents to give effect to each of the Determinations, all of which may occur prior to the expiration of the Decision Period.

Please note that neither the Indenture Trustee nor the Intercreditor Agent assumes any responsibility for the correctness of the content of this Notice to Holders, the Intercreditor Vote Notice, the Determination Request and Explanation Notice and/or the Intercreditor Vote and neither the Indenture

Trustee nor the Intercreditor Agent shall be accountable in any way whatsoever for or with respect thereto.

Holders are encouraged to refer to the Intercreditor Agreement and the Indenture for a description of their rights in connection with the content this Notice to Holders, the Intercreditor Vote Notice, the Determination Request and Explanation Notice and/or the Intercreditor Vote.

Questions with respect to this Notice to Holders, the Intercreditor Vote Notice, the Determination Request and Explanation Notice and/or the Intercreditor Vote should be directed to the Issuer in writing by email to: gfonseca@mexicoinfra.com; gpape@energiaquantum.com; gopalin@energiaquantum.com and agaytan@energiaquantum.com

Schedule I

IMPORTANT INFORMATION

Holders should take note of the following dates and information below in connection with this Notice to Holders and the Intercreditor Vote:

1. Launch Date		April 28, 2025.
2. Voting Determination Date (Record Date):		April 28, 2025.
3. Expiration Time:		4:00 p.m., New York time, on May 23, 2025.
4. Revocation of Votes:		Votes may not be revoked by Holders at any time prior to the Expiration Time.
5. Execution of Omnibus Amendment No. 4 Upon Receipt of Required Approvals		Notwithstanding anything to the contrary herein, if the Intercreditor Agent receives votes in support of each of the Determinations from the applicable Required Voting Parties, it is expected that the Issuer, the Intercreditor Agent, the Development Facility Agent, and the LC Facility Agent will promptly proceed with the execution of the Omnibus Amendment No. 4 to implement such Determinations, the adoption of any related actions, and the execution of any related documents necessary to give effect to each of the Determinations, all of which may occur prior to the expiration of the Decision Period.

Exhibit A
Determination Request and Explanation Notice
(as attached)

DETERMINATION REQUEST AND EXPLANATION NOTICE

To: The Holders of the 7.250% Senior Secured Notes due 2041 described below (the “Notes”):

NOTES	CUSIP	ISIN
Rule 144A Global Notes	05974EAA8	US05974EAA82
Reg S Global Notes	POR12RAA8	USPOR12RAA88

*PLEASE NOTE THAT NEITHER THE INDENTURE TRUSTEE NOR THE INTERCREDITOR AGENT ASSUMES ANY RESPONSIBILITY FOR THE CORRECTNESS OR ACCURACY OF THE CUSIP OR ISIN NUMBERS, EITHER AS PRINTED ON THE NOTES OR AS CONTAINED IN THIS NOTICE TO HOLDERS. SUCH NUMBERS ARE INCLUDED SOLELY FOR THE CONVENIENCE OF THE HOLDERS.

TO DEPOSITORIES, NOMINEES, CUSTODIANS, AND OTHER INTERMEDIARIES: THIS TRANSMITTAL CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE BENEFICIAL OWNERS OF THE NOTES. ALL DEPOSITORIES, NOMINEES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RETRANSMITTAL TO THE BENEFICIAL OWNERS OF SUCH SECURITIES OR OTHER SUCH REPRESENTATIVES WHO ARE AUTHORIZED TO TAKE ACTION IMMEDIATELY. YOUR FAILURE TO ACT PROMPTLY IN COMPLIANCE WITH THIS PARAGRAPH MAY IMPAIR THE ABILITY OF THE BENEFICIAL OWNERS ON WHOSE BEHALF YOU ACT TO TAKE APPROPRIATE ACTIONS CONCERNING THE MATTERS DESCRIBED IN THIS NOTICE.

TO HOLDERS OF THE NOTES: YOU SHOULD READ THIS NOTICE AND ANY ACCOMPANYING EXHIBIT(S) THOROUGHLY AND CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD DISCUSS THE INFORMATION HEREIN WITH YOUR ATTORNEY AND/OR OTHER ADVISORS. IF YOU DO NOT HAVE AN ATTORNEY OR ADVISOR, YOU MAY WISH TO ENGAGE ONE. HOLDERS OF THE NOTES SHOULD NOT RELY ON THIS NOTICE AS THEIR SOLE SOURCE OF INFORMATION.

This notice (the “Notice”) is provided by Banco Actinver, S.A., Institución de Banca Múltiple, Grupo Financiero Actinver, solely in its capacity as trustee (*fiduciario*) under that certain Irrevocable Administration Trust Agreement identified with number 5561 (*Contrato de Fideicomiso Irrevocable de Administración identificado con el número 5561*), in its capacity as issuer of the Notes (the “Issuer”).

For purposes of this Notice, reference is made to that certain (i) Common Terms Agreement, dated as of December 29, 2023 (as amended by that certain First Amendment to the Common Terms Agreement dated as of February 21, 2024, that certain Amendment No. 2 to Common Terms Agreement dated as of June 13, 2024, and that certain Omnibus Waiver, Consent and Amendment No. 3 to Common Terms Agreement, Development Facility Agreement, Bridge Facility Agreement and LC Facility Agreement (the “Omnibus Amendment”), dated as of September 3, 2024 and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Common Terms Agreement”), among the Issuer, UMB Bank, National Association, as Development Facility Agent for the Development Facility Lenders (in such capacity, the “Development Facility Agent”), UMB Bank, National Association, as LC Facility Agent for the LC Facility Lenders (in such capacity, the “LC Facility Agent”), UMB Bank, National Association, as Intercreditor Agent for the Secured Parties (the “Intercreditor

Agent”), CIBanco, S.A., Institución de Banca Múltiple, as Collateral Agent for the Secured Parties (the “Collateral Agent”), and each other Loan Party and Secured Party party thereto from time to time; (ii) Development Facility Agreement dated as of December 29, 2023 (as amended by that certain First Amendment to Development Facility Agreement dated as of February 21, 2024, the Omnibus Amendment, and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Development Facility Agreement”), by and among the Issuer, as borrower, the Development Facility Agent and Banco Nacional de Obras y Servicios Públicos, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo (“Banobras”), Banco Nacional de Comercio Exterior, S.N.C., Institución de Banca de Desarrollo (“Bancomext”), and Nacional Financiera, S.N.C., Institución de Banca de Desarrollo (“Nafin” and together with Banobras and Bancomext, the “Development Facility Lenders”), in each case as a Development Facility Lender; (iii) LC Facility Agreement dated as of December 29, 2023 (as amended by that certain First Amendment to LC Facility Agreement dated as of February 21, 2024 the Omnibus Amendment, and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “LC Facility Agreement”), by and among the Issuer, as borrower, the LC Facility Agent, BBVA México, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA México, Bancomext and Nafin, in each case as a LC Facility Lender (jointly, the “LC Facility Lenders”) and Bancomext, as Issuing Bank; (iv) Intercreditor Agreement, dated as of December 29, 2023 (as amended by that certain First Amendment to the Intercreditor Agreement dated as of February 21, 2024, and as further amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Intercreditor Agreement”), by and among the Intercreditor Agent, the Collateral Agent, the Development Facility Agent, the LC Facility Agent, the Development Facility Lenders, each Hedge Counterparty party thereto and pursuant to that certain Accession Agreement to the Intercreditor Agreement, dated as of September 18, 2024, the Indenture Trustee (as defined below); (v) Indenture dated as of September 18, 2024 (as amended and supplemented from time to time, the “Indenture”), by and among the Issuer, UMB Bank, National Association, as Indenture Trustee, Registrar, Transfer Agent and Paying Agent (the “Indenture Trustee”), the Collateral Agent and each Guarantor (as defined therein); (vi) Joinder Agreement to the Common Terms Agreement, dated as of September 18, 2024, by and among the Indenture Trustee, the Issuer and the Intercreditor Agent; and (vii) Accession Agreement to the Intercreditor Agreement (the “Accession Agreement”), dated as of September 18, 2024, by and among the Indenture Trustee, the Intercreditor Agent and the Collateral Agent. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Intercreditor Agreement and the Indenture, as applicable.

* * *

Part I. Explanation of the Determinations

(A) Request for Amendments in connection with the Restricted Payment Conditions

As contemplated in the Common Terms Agreement, the Issuer intends to transform into a Fibra-E trust on April 2025 or thereafter (the “Target Date”), which will involve the issuance of equity securities in the form of trust certificates for investment in energy and infrastructure (*certificados bursátiles fiduciarios de inversión en energía e infraestructura* or “CBFEs”) (the “Fibra-E Trust Transformation”). Following the completion of the Fibra-E Trust Transformation, the Issuer will retain ownership and maintain operational and managerial control over the Project Companies.

Implementation of the Fibra-E Trust Transformation will require certain actions and approvals, including obtaining the consent of Shareholder Trust’s equity holders for the transfer of their Trust Beneficiary Rights in the Issuer in exchange for CBFEs, which will then be distributed to the Shareholder Trust’s equity holders. The Acquisition Trust Agreement must be amended to comply with regulatory requirements applicable to Fibra-E trusts, and a new Management Services Agreement with MIP FF will

replace the existing one. The Acquisition Trustee must register the CBFEs with the Mexican National Securities Registry, list them on a Mexican securities exchange and deposit them with Indeval. The CBFEs will be offered through a public offering in Mexico and delivered to the Shareholder Trust's equity holders, after which the Shareholder Trust Agreement and the existing Management Services Agreement will be terminated. The Issuer must also register as a Fibra-E trust with the Mexican Federal Taxpayers Registry and comply with ongoing reporting obligations. Finally, collateral linked to the Trust Beneficiary Rights (*derechos fideicomisarios*) in the Issuer, currently held as Collateral for the benefit of the Senior Creditors, will be released as provided under Section 6.5(d) of the Common Terms Agreement, as required by the Administrative Tax Regulations for 2024 (*Resolución Miscelánea Fiscal para 2024*) (the "Fibra-E Rules").

Furthermore, following the Fibra-E Transformation, Fibra-E Rules will require the Issuer to distribute at least 95% of its taxable income to its equity holders each year, and Fibra-E equity holders generally expect to receive distributions, whether these distributions result from dividends from available taxable income or from capital reductions of Project Subsidiaries. Therefore, the Issuer must be able to make Restricted Payments to fulfill this obligation, maintain its status as a Fibra-E and meet investor expectations.

Pursuant to Section 7.10 of the Common Terms Agreement, the Issuer may not make any Restricted Payment unless it has satisfied each of the conditions precedent set forth therein, which include (among others) the conditions precedent set forth in Sections 7.10(j) and (m) (the "Relevant Clauses") as described in further detail below. Thus, in order to ensure that the Issuer is able to effect the Fibra-E Trust Transformation and maintain its status as a Fibra-E, the Issuer hereby requests that the Relevant Clauses be amended.

1. Section 7.10(j) – Liens and Third Party Consents:

- As of the date hereof, except for the obligation to deliver the original public deed (*primer testimonio*) containing the Transfer Deed executed by ERV duly registered in the Agrarian National Registry (the "ERV Event of Default"), the Issuer has complied with all deadlines set forth in Schedule 6.13 (*Contribution of Assets Calendar*) for the contribution of Real Estate Rights. However, despite the Issuer's best efforts, there are still certain Liens and Third-Party Consents that have yet to be granted or obtained as required by the Common Terms Agreement, and the Restricted Payment Condition set forth in Section 7.10(j) requires all Liens and Third-Party Consents to be granted or obtained to make any Restricted Payment. Notwithstanding this shortcoming, the Issuer has made significant advances on both fronts, as is described in further detail below:
 - As of the date hereof, 67% of the Real Estate Rights owned by the Project Subsidiaries have been contributed to the Asset Guaranty Trust in accordance with the deadlines set forth in Schedule 6.13 (*Contribution of Assets Calendar*).
 - As of the date hereof, 34.3% of the Third-Party Consents required to perfect the Liens under the Non-Possessory Pledge Agreements have been obtained in accordance with Schedule 5.2(g) (*Third-Party Consents*) of the Common Terms Agreement.
 - As of the date hereof, 79.67% of the Third-Party Consents required to perfect the Liens under the Asset Guaranty Trust have been obtained in accordance with Schedule 5.2(g) (*Third-Party Consents*) of the Common Terms Agreement.

- For those Third-Party Consents and Real Estate Rights that have not been obtained or transferred, as applicable, we are requesting an amendment of (i) Schedule 5.2(g) (*Third-Party Consents*), and the inclusion of a new Schedule 5.2(bis) (*Pending Third-Party Consents*), and (ii) Schedule 6.13 (*Contribution of Assets Calendar*), and the inclusion of a new Schedule 6.13(bis) (*Pending Real Estate Rights Calendar*), as described in Paragraph B below, and the corresponding amendment to the conditions set forth in Section 7.10(j) of the Common Terms Agreement.

For the foregoing reasons, we are requesting that the condition precedent in Section 7.10(j) of the Common Terms Agreement be amended so that, as of the date of the relevant Restricted Payment, the Issuer is required to provide evidence that it has (x) granted all Liens required to be granted pursuant to the Contribution of Assets Calendar and (y) obtained the Third Party Consents required to be obtained pursuant to Schedule 5.2(g) (*Third Party Consents*) (each such Schedule, as amended pursuant to the amendment request described in Paragraph B below), in each case, as of such date.

2. Section 7.10(m) – IEM Fine:

- Pursuant to Section 7.10(m), it is a Restricted Payment Condition that *inter alia* the IEM Fine shall have been dismissed or fully paid, discharged or otherwise released (the “IEM Fine CP”). As of the date hereof, the IEM Fine remains outstanding. Due to upcoming judicial elections and other administrative delays outside the control of the Issuer, it is unlikely that a court will dismiss or otherwise release the IEM Fine before the Target Date. Below is an overview of the current status of the proceeding regarding the IEM Fine, including our assessment as to why we do not believe that the fact that it remains outstanding presents a significant risk to the Secured Parties:

Given the ongoing nature of these proceedings, the multiple potential avenues for appeal and/or for negotiating a reduced fine, and the other structural protections included in the Transaction Documents (including among others, the IEM Fine Reserve Account and the related Event of Default and mandatory prepayment if the IEM Fine becomes payable), coupled with the financial benefits for the Issuer of the Fibra-E Trust Transformation occurring by the Target Date, we are requesting that Section 7.10(m) of the Common Terms Agreement be amended to delete the IEM Fine CP. Additionally, we note that Section 7.10(m) of the Common Terms Agreement also requires as a condition to make any Restricted Payment that the IEM Tax Fine shall have been either dismissed by a final non-appealable decision of a court of competent jurisdiction or fully paid and discharged or otherwise released. As of the date hereof, the IEM Tax Fine has been fully paid and discharged. Accordingly, we do not propose to remove this Restricted Payment Condition, as it has already been fulfilled.

(B) Extension of Terms to obtain Real Estate Rights and Third-Party Consents

Pursuant to Sections 6.13(b), 6.13(c) and 6.13(d) and Schedules 4.9 (*Real Estate Rights*) and 5.2(g) (*Third-Party Consents*) of the Common Terms Agreement, each of the applicable Project Subsidiaries is required to fully transfer to the Asset Guaranty Trustee all Real Estate Rights by the applicable deadlines set forth in Schedule 6.13 and obtain all Third-Party Consents by the applicable deadlines set forth in Schedule 5.2(g) of the Common Terms Agreement, as applicable (collectively, the “Undertakings”). As described in further detail in Paragraph A above, the Issuer has been working diligently to timely complete the Undertakings and as of the date hereof has made significant progress. However, due to unanticipated delays caused by third parties outside of the Issuer’s control, and despite its best efforts, the Issuer foresees difficulties meeting the current deadlines set forth in Schedule 6.13. In particular, the

Issuer has identified certain Real Estate Rights that it believes could take longer than expected to fully transfer to the Asset Guaranty Trustee (the “Difficult Land Rights”).

Separately, the agreements entered into by IEM with Alstom Power O&M Ltd. dated March 25, 2002, have been terminated in accordance with their terms and are no longer in effect. Accordingly, the removal of these agreements from Schedule 5.2(g) is requested.

As a result of the foregoing, the Issuer requests (i) the amendment of the defined term “*Third-Party Consents*,” (ii) the inclusion of the defined term “*Pending Real Estate Rights Calendar*” and the addition of new Schedule 5.2(g)(bis) (*Pending Third-Party Consents*) and a new Schedule 6.13(bis) (*Pending Real Estate Rights Calendar*), in each case as described in Appendix E and Appendix F of Omnibus Amendment No. 4 (as defined below), (iii) the amendments to Section 6.1(aa) and Section 6.5(a) of the Common Terms Agreement, (iv) the amendments to Schedule 4.9 to include Part II (*Difficult Land Rights*), (v) the amendments to Schedule 5.2(g) (*Third-Party Consents*) and Schedule 6.13 (*Contribution of Assets Calendar*), in each case as described in Appendix C and Appendix D of Omnibus Amendment No. 4, to, *inter alia*, extend the applicable deadlines for the Undertakings, and (vi) the corresponding amendments to the Non-Possessory Pledge Agreements and to the Asset and Guaranty Trust to give effect to such amendments of the Omnibus Amendment No. 4.

Additionally, the Issuer requests that Section 6.13 of the Common Terms Agreement be amended to reflect the inclusion of Schedule 6.13(bis) (*Pending Real Estate Rights Calendar*) as a schedule separate from Schedule 6.13 (*Contribution of Assets Calendar*), in order to distinguish those Real Estate Rights that are not capable of being transferred to the Asset Guaranty Trustee on or prior to the deadlines currently established in Schedule 6.13 (*Contribution of Assets Calendar*) due to legal, administrative, or practical constraints. To the extent that the Issuer is unable to transfer the Difficult Land Rights identified in Part II of Schedule 4.9, by the deadlines set forth in Schedule 6.13(bis) (*Pending Real Estate Rights Calendar*), the Issuer requests that such deadlines may be extended pursuant to the Issuer’s unilateral written request for up to three additional consecutive ninety (90) day periods.

In accordance with this request in respect of the Difficult Land Rights, the Issuer notes that it will continue to work diligently to timely transfer such Real Estate Rights. Furthermore, the Issuer reiterates the significant progress it has made in accomplishing the Undertakings (as described in Paragraph A above).

We note that Section 6.5 and 6.13(b) of the Common Terms Agreement are Opt-In Provisions under the Senior Bond Documents and, as such, the corresponding amendments to these sections, including the amendments to the Contribution of Assets Calendar, incorporation of the Pending Real Estate Rights Calendar and the extension mechanism for the transfer of Difficult Land Rights, shall be deemed made under the Senior Bond Documents if approved by the Secured Parties entitled to participate in an Intercreditor Vote in accordance with the terms set forth in the Intercreditor Agreement and the Senior Bond Documents.

(C) SPA Carve-Out Transactions Extension

Pursuant to Section 6.27 of the Common Terms Agreement, the Issuer shall provide evidence of having completed all SPA Carve-Out Transactions by no later than July 31, 2025. While the Issuer has made significant progress in completing all SPA Carve-Out Transactions and despite its best efforts, due to unanticipated delays outside of its control, the Issuer does not expect to be able to complete all such SPA Carve-Out Transaction by such deadline. Accordingly, in order to avoid future breaches under the Common Terms Agreement and the Transaction Documents, the Issuer hereby requests that such deadline for completing the SPA Carve-Out Transactions be extended by one year, to July 31, 2026.

Part II: Determinations Request

Pursuant to Section 11.1 of the Common Terms Agreement and Section 5.6 of the Intercreditor Agreement, the Issuer hereby requests an Intercreditor Vote in connection with the Determinations described below, which relate to amendments to certain provisions of the Common Terms Agreement.

Determination 1: Amend Section 7.10 (*Restricted Payments*) of the Common Terms Agreement as set forth in Appendix A attached hereto.

Determination 2: Amend Section 6.5 (*Protection of Security Interests; Covenant to Give Security*) of the Common Terms Agreement as set forth in Appendix A attached hereto.

Determination 3: Amend Section 6.13 (*Post-Closing Mexican Security Obligations*). of the Common Terms Agreement as set forth in Appendix A attached hereto.

Determination 4: Amend Schedule 6.13 of the Common Terms Agreement as set forth in Appendix A attached hereto and the respective amendment to the Asset Guaranty Trust Amendment.

Determination 5: Incorporate a new Schedule 6.13(bis) as set forth in Appendix A attached hereto and the respective amendment to the Asset Guaranty Trust Amendment.

Determination 6: Amend Section 6.27 (*SPA Carve-Out Transaction*) of the Common Terms as set forth in Appendix A attached hereto and the respective amendment to the Asset Guaranty Trust Amendment.

Part III: Amendments to Common Terms Agreement

Pursuant to Section 3.5 (*Intercreditor Votes: Notice of Project Matters and Instructions*) of the Intercreditor Agreement and, in the case of the Determinations, paragraph (iv) of the definition of “Decision Period” set forth in the Intercreditor Agreement, the Decision Period for the Determinations shall commence on the first Business Day following the date hereof and shall terminate twenty (20) Business Days thereafter. The requisite voting threshold to approve each of the Determinations described in the Part II above is as follows: (A) with respect to Determinations 1 through 5, each of which constitutes a Special Supermajority Voting Issue, approval from at least 66 2/3% of the Voting Parties entitled to vote with respect thereto (including Development Facility Lenders holding more than 66 2/3% of the Development Facility Exposure and approval from at least 66 2/3% of the aggregate vote of the Hedge Counterparties); and (B) with respect to Determination 6, which constitutes a Majority Voting Issue, approval from at least 51% of the Parties entitled to vote with respect thereto (which excludes Hedge Counterparties).

Pursuant to Section 11.1 of the Common Terms Agreement and Section 5.6 of the Intercreditor Agreement, the Issuer hereby requests that upon approval by the Required Voting Parties pursuant to the Intercreditor Vote described herein, the Intercreditor Agent execute that certain Omnibus Waiver and Amendment No. 4 to Common Terms Agreement, a form of which is attached hereto as Appendix A (“Omnibus Amendment No. 4”) and adopt any related actions and execute any related documents to give effect to each of the Determinations.

Notwithstanding anything to the contrary herein, if the Intercreditor Agent receives votes in support of each of the Determinations from the applicable Required Voting Parties, it is expected that the Issuer, the Intercreditor Agent, the Development Facility Agent and the LC Facility Agent will promptly proceed with the execution of Omnibus Amendment No. 4 and the adoption of any related actions and execution of

any related documents to give effect to each of the Determinations, all of which may occur prior to the expiration of the Decision Period.

Part IV: Notice of waiver of the requirement to enter into Additional PPAs

The Issuer is requesting a waiver of the requirement set forth in Section 7.5(c) of the Common Terms Agreement and Section 6.09 of the Indenture to enter into Additional PPAs solely with Acceptable Offtakers, as further described in Omnibus Amendment No. 4. If approved by the Secured Parties entitled to participate in an Intercreditor Vote under the Intercreditor Agreement with respect to such matter (which, for the avoidance of doubt, shall include only the Development Facility Lenders and the LC Facility Lenders), such waiver will become effective and binding upon the holders of the Notes and the Indenture Trustee, and this notice shall constitute notice of such waiver as provided in Section 6.09 of the Indenture and the Accession Agreement.

* * *

Questions about this Notice should be directed to the Issuer in writing by email to: gfonseca@mexicoinfra.com; gpape@energiaquantum.com; gopalin@energiaquantum.com and agaytan@energiaquantum.com.

This Notice explains the Determinations that are the subject of the Intercreditor Vote requested by the Issuer. Holders of the Notes are urged to carefully consider the implications of this Notice and to consult with their own legal and financial advisors. Holders of the Notes should not rely on the Issuer, Issuer's counsel, experts or other advisors retained by the Issuer, as their sole source of information.

THE ISSUER MAY CONCLUDE THAT A SPECIFIC RESPONSE TO PARTICULAR INQUIRIES FROM INDIVIDUAL HOLDERS IS NOT CONSISTENT WITH EQUAL AND FULL DISSEMINATION OF MATERIAL INFORMATION TO ALL HOLDERS OF THE NOTES. NOTHING HEREIN IS INTENDED TO, OR SHALL, WAIVE ANY RIGHTS OF THE ISSUER THEREUNDER, ALL OF WHICH ARE HEREBY FULLY RESERVED.

THE ISSUER MAKES NO RECOMMENDATIONS AND GIVES NO INVESTMENT ADVICE HEREIN OR AS TO THE NOTES GENERALLY. FURTHERMORE, THE ISSUER MAKES NO REPRESENTATION AND ACCEPTS NO RESPONSIBILITY OR LIABILITY AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION PROVIDED HEREIN. THIS NOTICE DOES NOT CONSTITUTE ACCOUNTING, LEGAL, OR TAX ADVICE; YOU SHOULD SEEK YOUR OWN ADVICE ON THIS MATTER.

THE ISSUER RESERVES ALL OF THE RIGHTS, POWERS, CLAIMS, AND REMEDIES AVAILABLE TO IT UNDER THE INDENTURE AND APPLICABLE LAW. NO DELAY OR FORBEARANCE BY THE ISSUER TO EXERCISE ANY RIGHT OR REMEDY UNDER THE TERMS OF THE INDENTURE, OTHER DOCUMENTATION RELATING THERETO OR UNDER APPLICABLE LAW, SHALL IMPAIR ANY SUCH RIGHT OR REMEDY OR CONSTITUTE A WAIVER THEREOF OR ACQUIESCENCE THEREIN.

Dated: April 28, 2025

Banco Actinver, S.A., Institución de Banca Múltiple, Grupo Financiero Actinver, solely in its capacity as trustee (*fiduciario*) under that certain Irrevocable Administration Trust Agreement identified with number 5561 (*Contrato de Fideicomiso Irrevocable de Administración identificado con el número 5561*), in its capacity as issuer of the 7.250% Senior Secured Notes Due 2041 described herein.

Appendix A

OMNIBUS WAIVER AND AMENDMENT NO. 4 TO COMMON TERMS AGREEMENT

[Attached]

OMNIBUS WAIVER AND AMENDMENT NO. 4 TO COMMON TERMS AGREEMENT, DEVELOPMENT FACILITY AGREEMENT AND LC FACILITY AGREEMENT

This **OMNIBUS WAIVER AND AMENDMENT NO. 4 TO COMMON TERMS AGREEMENT, DEVELOPMENT FACILITY AGREEMENT AND LC FACILITY AGREEMENT** (this “Waiver and Amendment”) is dated as of April [•], 2025 and entered into by and among: (i) Banco Actinver, S.A., Institución de Banca Múltiple, Grupo Financiero Actinver, solely in its capacity as trustee (*fiduciario*) under the Acquisition Trust Agreement (or under the Fibra-E trust resulting from the Fibra-E Trust Transformation) (the “Borrower”); (ii) UMB Bank, National Association, as Intercreditor Agent for the Secured Parties (in such capacity, the “Intercreditor Agent”); (iii) UMB Bank, National Association, in its capacity as agent for the Development Facility Lenders (in such capacity, and together with its successors and assigns, the “Development Facility Agent”); and (iv) UMB Bank, National Association, in its capacity as agent for the LC Facility Lenders (in such capacity, and together with its successors and assigns, the “LC Facility Agent”, and together with the Borrower, the Intercreditor Agent and the Development Facility Agent, the “Parties”).

WITNESSETH:

WHEREAS, reference is made to that certain (i) Common Terms Agreement, dated as of December 29, 2023 (as amended by that certain First Amendment to Common Terms Agreement dated as of February 21, 2024, that certain Amendment No. 2 to Common Terms Agreement dated as of June 13, 2024, and that certain Omnibus Waiver and Amendment No. 3 to Common Terms Agreement, Development Facility Agreement, Bridge Facility Agreement and LC Facility Agreement dated as of September 3, 2024 (the “Omnibus Amendment”), and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Common Terms Agreement”), among the Borrower, the Development Facility Agent, the LC Facility Agent, the Intercreditor Agent, CIBanco, S.A., Institución de Banca Múltiple, as Collateral Agent for the Secured Parties (the “Collateral Agent”), and each other Loan Party and Secured Party party thereto from time to time; (ii) Development Facility Agreement dated as of December 29, 2023 (as amended by that certain First Amendment to Development Facility Agreement dated as of February 21, 2024 and the Omnibus Amendment and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Development Facility Agreement”), by and among the Borrower, the Development Facility Agent and Banco Nacional de Obras y Servicios Públicos, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo (“Banobras”), Banco Nacional de Comercio Exterior, S.N.C., Institución de Banca de Desarrollo (“Bancomext”) and Nacional Financiera, S.N.C., Institución de Banca de Desarrollo (“Nafin” and together with Banobras and Bancomext, the “Development Facility Lenders”), in each case as a Development Facility Lender; (iii) LC Facility Agreement dated as of December 29, 2023 (as amended by that certain First Amendment to LC Facility Agreement dated as of February 21, 2024 and the Omnibus Amendment, and as subsequently amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “LC Facility Agreement”), by and among the Borrower, the LC Facility Agent, BBVA México, S.A., Institución de Banca Múltiple, Grupo

Financiero BBVA México, Bancomext and Nafin, in each case as a LC Facility Lender (jointly, the “LC Facility Lenders”) and Bancomext, as Issuing Bank; (iv) Intercreditor Agreement, dated as of December 29, 2023 (as amended by that certain First Amendment to the Intercreditor Agreement dated as of February 21, 2024, and as further amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Intercreditor Agreement”), by and among the Intercreditor Agent, the Collateral Agent, the Bridge Facility Agent, the Development Facility Agent, the LC Facility Agent, Banobras, Bancomext and Nafin, in each case, as a Development Facility Lender, each Hedge Counterparty, and pursuant to that certain Accession Agreement to the Intercreditor Agreement, dated as of September 18, 2024, the Indenture Trustee; (v) Indenture dated as of September 18, 2024 (as amended and supplemented from time to time, the “Indenture”), by and among the Borrower, as issuer, UMB Bank, National Association, as Indenture Trustee, Registrar, Transfer Agent and Paying Agent (the “Indenture Trustee”), the Collateral Agent and each Guarantor (as defined therein); (vi) Joinder Agreement to the Common Terms Agreement, dated as of September 18, 2024, by and among the Indenture Trustee, the Borrower and the Intercreditor Agent; and (vi) Accession Agreement to the Intercreditor Agreement dated as of September 18, 2024 (as amended and supplemented from time to time, the “Accession Agreement”), by and among the Borrower, the Indenture Trustee, the Intercreditor Agent and the Collateral Agent;

WHEREAS, the Borrower has failed to (i) establish an Environmental and Social Management System by the relevant deadline set forth in Section 6.7(e) of the Common Terms Agreement, which constitutes a breach of Section 6.7(e) of the Common Terms Agreement, Section 6(a) of the Development Facility Agreement and Section 6.1 of the LC Facility Agreement, (ii) obtain certain Governmental Approvals by the relevant deadlines set forth in Schedule 4.3 of the Common Terms Agreement, which constitutes a breach of Section 6.7(g) of the Common Terms Agreement, Section 6(a) of the Development Facility Agreement and Section 6.1 of the LC Facility Agreement, and (iii) deliver a copy of the ERV Transfer Deed duly registered in the Agrarian National Registry by the relevant deadline set forth in Schedule 6.13 of the Common Terms Agreement, which constitutes a breach of Sections 6.13(b) and (c) of the Common Terms Agreement, Section 6(a) of the Development Facility Agreement and Section 6.1 of the LC Facility Agreement.

WHEREAS, the breaches described in the immediately preceding paragraph constitute Events of Default under Sections 9(c) and 9(u) of the Common Terms Agreement, Section 7(a) of the Development Facility Agreement and the LC Facility Agreement, and Section 7(b) of the Development Facility Agreement;

WHEREAS, the Borrower wishes to amend Schedules 4.3, 4.9, 5.2(g) and 6.13 of the Common Terms Agreement and to further amend the Common Terms Agreement to include new Schedules 5.2(g)(bis) and 6.13(bis), in order to (x) amend certain deadlines set forth therein, and (y) make certain other amendments as set forth herein;

WHEREAS, in accordance with Section 7.22 of the Common Terms Agreement and Section 6.10 of the Indenture, the Borrower intends to implement the Fibra-E Trust Transformation, subject to the satisfaction of the conditions set forth therein and herein.

WHEREAS, the Borrower believes that it is in the best interest of its various stakeholders to carry out the Fibrá-E Trust Transformation as soon as possible in an effort to strengthen the Borrower's financial and operating position;

WHEREAS, the Common Terms Agreement sets forth certain conditions that must be satisfied in connection with the Fibrá-E Trust Transformation; however, despite the Borrower's diligent efforts, it has been unable to satisfy certain of those conditions due to circumstances beyond its control;

WHEREAS, applicable law requires a Fibrá-E to distribute at least 95% of its taxable income to its equity holders each year and, even if no taxable income exists, Fibrá-E equity holders will expect to receive projected distributions, and certain conditions under the Common Terms Agreement and the Indenture do not currently allow the Borrower to do so;

WHEREAS, pursuant to Section 2(iv) of the Accession Agreement, any waiver of the requirement to enter into Additional PPAs only with an Acceptable Offtaker pursuant to Section 7.5(c) of the Common Terms Agreement shall not be considered a Bondholder Matter and, therefore, such waiver shall be effective and binding upon the holders of the Notes and the Indenture Trustee if it is approved by the Secured Parties entitled to participate in an Intercreditor Vote under the Intercreditor Agreement with respect to such matter, and accordingly, pursuant to the approval of the Secured Parties and upon the execution of this Agreement, the amendments set forth herein in Sections 2.1 and 2.2 shall have the effect of permanently waiving the requirement set forth in Section 6.09(d) of the Indenture;

WHEREAS, pursuant to that certain request letter (the "Request Letter") dated as of April 10, 2025, the Borrower has requested that (i) the Intercreditor Agent (acting at the instruction of the Required Voting Parties) agree to amend the Common Terms Agreement, and waive certain Events of Default that are existing thereunder, (ii) the Development Facility Agent (acting at the instruction of the Development Facility Lenders) agree to amend the Development Facility Agreement and waive certain Events of Default that are existing thereunder and (iii) the LC Facility Agent (acting at the instruction of the LC Facility Lenders) waive certain Events of Default that are existing under the LC Facility Agreement, as described in further detail herein below; and

WHEREAS, (x) Section 11.1 of the Common Terms Agreement provides that, subject to the terms of the Intercreditor Agreement and except to the extent expressly provided therein, the waivers and amendments set forth herein shall be in writing and signed by a duly authorized representative of the Borrower (on its own behalf and on behalf of the Loan Parties) and the Intercreditor Agent (acting at the instruction of the Required Voting Parties), and (y) Section 9.1 of the Development Facility Agreement and the LC Facility Agreement provides that, subject to the terms of the Intercreditor Agreement and except to the extent expressly provided therein, the waivers and amendments set forth herein shall be in writing and signed by a duly authorized representative of the Borrower (on its own behalf and on behalf of the Loan Parties) and the Development Facility Agent (acting at the instruction of the Development Facility Lenders) or the LC Facility Agent (acting at the instruction of the LC Facility Lenders), as applicable and (z) Section 5.6 of the Intercreditor Agreement provides that certain of the waivers and modifications included herein shall require the approval of the Hedge Counterparties.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

- 1.1. Unless otherwise specifically defined herein, each term used herein but not otherwise defined herein shall have the respective meanings assigned to them in the Common Terms Agreement (including by reference or otherwise).
- 1.2. The rules of interpretation set out in Section 1.2 (*Other Definitional and Interpretive Provisions*) of the Common Terms Agreement shall have effect as if set out in this Waiver and Amendment.

ARTICLE 2 – AMENDMENTS

- 2.1 Pursuant to Section 11.1 (*Amendments and Waivers*) of the Common Terms Agreement, on and as of the Waiver and Amendment Effective Date (as such term is defined below) Section 1.1 (*Defined Terms*) of the Common Terms Agreement is hereby amended to insert the following defined terms (in each case in the appropriate alphabetical order):

“Budgeted Permitted Capital Expenditures” shall mean Permitted Capital Expenditures of the type described in clause (a) of the definition thereof.

“Difficult Land Rights” shall mean the Real Estate Rights listed in Part II of the Schedule 4.9 (*Real Estate Rights*).

“Pending Real Estate Rights Calendar” shall mean the calendar set out in Schedule 6.13(bis) (*Pending Real Estate Rights Calendar*).

“Permitted Additional PPA” means any Additional PPA that (a) is neither a CFE PPA, a Bilateral PPA nor any replacement or substitution thereof (whether in whole or in part), (b) does not generate (and is not reasonably expected to generate) more than \$50,000,000 of annual revenues in the aggregate for the Project Subsidiary(ies) that is(are) party thereto for any given Financial Year, (c) does not require any Project Subsidiary to deliver products other than those that are effectively generated or produced by the Project of such Project Subsidiary(ies) in excess of products required to be delivered under its(their) other PPAs that are not Permitted Additional PPAs, and (d) together with all other Additional PPAs that satisfy the requirements of clause (a) through (c) do not generate (and are not reasonably expected to generate) more than \$200,000,000 of annual revenues in the aggregate for all Project Subsidiaries for any given Financial Year.

“Permitted Additional PPA Corporate Guarantees” shall mean the unsecured corporate obligations of the Borrower as guarantor or joint obligor under a Permitted Additional PPA.

“Permitted Offtaker” shall mean any Person (other than a Project Subsidiary) that is a party to a Permitted Additional PPA.

2.2 Pursuant to Section 11.1 (Amendments and Waivers) of the Common Terms Agreement, on and as of the Waiver and Amendment Effective Date, the Common Terms Agreement is hereby amended to delete the red stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the blue double-underlined text (indicated textually as the following example: double-underlined text), as follows:

(a) Section 1.1 (Defined Terms). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend the following defined terms of Section 1.1 (Defined Terms) of the Common Terms Agreement as follows:

““Acceptable Offtaker” shall mean ~~a~~ (i) solely with respect to a Permitted Additional PPA, a Permitted Offtaker, or (ii) any other Person with, or whose payment obligations under an Additional PPA are Guarantee Obligations of a Person with, ~~an international~~ long-term unsecured debt rating at the time of entering into the relevant Additional PPA of at least Investment Grade by ~~onetwo (12)~~ Rating ~~Agency~~Agencieis.

“CFADS” shall mean, as of any given Measurement Date, without duplication (a) ~~without duplication~~, all amounts deposited in the Master Collection Account during the Measurement Period ending on such Measurement Date *minus* (b) (1) any paid or payable amounts during the Measurement Period ending on such Measurement Date in respect of (i) the Borrower’s Operating and Maintenance Expenses, (ii) expenses in connection with the Senior Debt (other than Commitment Fees, duration and Letter of Credit related fees, interest expenses and principal amortization) incurred by the Borrower, (iii) working capital requirements, (iv) Taxes, (v) net amounts received by the Borrower under any Derivative Agreements, (vi) any Equity Contribution, (vii) any Loss Proceeds, (viii) any proceeds arising from any Indebtedness, and (ix) any Net Cash Proceeds arising from any Disposal of Property (other than sales of electric energy, capacity, ancillary services or other related products generated by a Group Company), ~~and (x) any VAT Receivables~~ and (2) without duplication, any funds transferred from the Master Collection Account or the Distribution Reserve Account to a Revenue Account.”

“CFE Mortgages” shall mean each of the mortgages granted by the Project Subsidiaries party to a CFE PPA, in favor of CFE in accordance with the terms of the CFE PPAs, including without limitation, the following:

(a) Mortgage agreement dated as of March 3, 2005, entered into by and between IEM, as grantor (*deudor hipotecario*) and CFE, as beneficiary (*acreedor hipotecario*), as amended on February 19, 2008, evidenced by public deed No. ~~88,32322,486~~, granted by Mr. ~~Alfonso Gonzalez Alonso~~Héctor Manuel Cárdenas Villareal, notary public No. ~~31201~~ of Mexico City, recorded in the public registry of property of Monterrey, Nuevo León on ~~May 8, 2008~~April 22, 2005 under file (*folio*) number 98, volume 44, as amended or supplemented from time to time;

(b) Mortgage agreement dated as of March 3, 2005, entered into by and between IEA, as grantor (*deudor hipotecario*) and CFE, as beneficiary (*acreedor hipotecario*), evidenced by public deed No. 22,485, granted by Mr. Héctor Manuel Cárdenas Villareal, notary public No. 201 of Mexico City, recorded in the public registry of property of Tamaulipas on May 2, 2005 under file (*folio*) number 658;

(c) Mortgage agreement dated as of May 2, 2006, entered into by and between IEG, as grantor (*deudor hipotecario*) and CFE, as beneficiary (*acreedor hipotecario*), evidenced by the public deed No. 75,416, granted by Mr. Miguel Alessio Robles, notary public No. 19 of Mexico City, recorded in the public registry of property of Tamaulipas on August 30, 2006 under file (*folio*) number 5,887, Second Section;

(d) Mortgage agreement dated as of March 31, 2006, entered into by and between IEL, as grantor (*deudor hipotecario*) and CFE, as beneficiary (*acreedor hipotecario*), evidenced by the public deed No. 75,218, granted by Mr. Miguel Alessio Robles, notary public No. 19 of Mexico City, recorded in the public registry of property of Gomez Palacio District, Durango under file (*folio*) number 6688; and

(e) Mortgage agreement dated as of May 2, 2006, entered into by and between IETA, as grantor (*deudor hipotecario*) and CFE, as beneficiary (*acreedor hipotecario*), evidenced by the public deed No. 75,417, granted by Mr. Miguel Alessio Robles, notary public No. 19 of Mexico City, recorded in the public registry of property of Gomez Palacio District of Durango on June 16, 2006 under file (*folio*) number 53, pages 53 *Tomo XXIX*.”

“Capital Expenditures” shall mean for any period after the date hereof, expenditures made by (or on behalf of) the Loan Parties to acquire or construct fixed assets, plant and equipment (including renewals, improvements and replacements, ~~but excluding repairs~~) during such period classified as capital expenditures in accordance with the applicable Accounting Principles.”

“OPEX Accounts” shall mean any account opened from time to time by the Group Companies for the exclusive purpose of (a) paying Operating and Maintenance Expenses (other than (i) any costs, fees, charges and expenses in connection with the provision of gas or fuel to the Projects, including any Gas Supply Costs, (ii) any costs, fees, charges and expenses in connection with the LTSA, and (iii) ~~iii~~ Taxes), (b) solely to the extent permitted by Section 7.17(b), paying Budgeted Permitted Capital Expenditures and (c) receiving payments of VAT Receivables.

“Third-Party Consents” shall mean the third-party consents that are required by contract for the creation, perfection and enforcement of Collateral and first priority Liens to be granted pursuant to the terms and conditions of the Security Documents, including those listed in Section 5.2(g) (*Consents*), Section 5.3(z) (*Consents*), ~~and~~ Schedule 5.2(g) (*Third-Party Consents*) and Schedule 5.2(g)(bis) (Pending Third Party Consents).

(b) Section 6.1 (Information and Related Covenants). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 6.1(aa) (*Contribution of Assets Calendar*) as follows:

“(aa) *Contribution of Assets Calendar*. Within ten (10) days after the end of each Quarterly Period and until all Properties and Real Estate Rights have been transferred to the Asset Guaranty Trustee as required by the Finance Documents, a progress report in connection with the Real Estate Rights or Property transferred during such Quarterly Period to the Asset Guaranty Trustee pursuant to Section 6.13 (Post-Closing Mexican Security Obligations) below, including any failure to comply with the deadlines set forth Schedule 6.13 (*Contribution of Assets Calendar*) and Schedule 6.13(bis) (*Pending Real Estate Rights Calendar*), and the remedial actions that the Borrower and the other Loan Parties are taking or will take to remedy such failure, including reasonable details thereof;”

(c) Section 6.5 (*Protection of Security Interests; Covenant to Give Security*). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 6.5(a) as follows:

“(a) Subject to any SPA Carve-Out Transaction as permitted hereunder, each Loan Party shall, and shall cause each Security Provider that is not a Loan Party to, at its own expense, take all actions that are reasonably required to establish, maintain, protect and preserve (i) the Liens created or required to be created by each Security Document to which each Security Provider is a party (including in accordance with the procedures and by the applicable deadlines set forth Schedule 6.13 (*Contribution of Assets Calendar*) and Schedule 6.13(bis) (*Pending Real Estate Rights Calendar*)), the required priority (to the extent available under Applicable Law) of such Liens and the effectiveness of the Irrevocable Powers of Attorney granted pursuant to such Security Documents, including taking all actions to ensure that all Collateral is subject to a valid and enforceable first-priority Lien in favor of the Collateral Agent or the Guaranty Trustee, as applicable, for the benefit of the Secured Parties, subject only to Permitted Liens, (ii) to the extent not transferred to a Guaranty Trustee pursuant to the terms of the applicable Guaranty Trust Agreement, good and valid title to or rights in, the Collateral and all Property the applicable Security Provider purports to own, lease or otherwise possess and (iii) the assets and Property transferred by such Security Provider to a Guaranty Trustee in accordance with the terms and conditions set forth herein and in the applicable Guaranty Trust Agreement;”

(d) Section 6.7 (*Compliance with Applicable Law and Governmental Approvals; Environmental and Social Matters; Taxes*). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 6.7(e) (*Compliance with Applicable Law and Governmental Approvals; Environmental and Social Matters; Taxes*) as follows:

“(e) establish an Environmental and Social Management System by no later than May 30, 2025, prior to the first anniversary from the Closing Date to the satisfaction of the Common Independent Engineer;”

(e) Section 6.12 (*Bank Accounts*). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 6.12 (*Bank Accounts*) by inserting a new sub-clause (g), immediately after the end of sub-clause (f) thereof, which shall provide as follows:

“(g) Promptly but in any event by no later than one (1) Business Day after any VAT Receivables have been deposited in an OPEX Account of a Project Subsidiary, the Loan Parties shall cause the full amount of such VAT Receivables to be transferred directly to the

appropriate Revenue Account of such Project Subsidiary, for further application in accordance with the Accounts Annex.”

(f) Section 6.13 (Post-Closing Mexican Security Obligations). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Sections 6.13 as follows:

“(a) No later than five (5) Business Days following the Closing Date, the Borrower shall deliver to the Collateral Agent evidence of registration at the Sole Security Registry of each Guaranty Trust Agreement, any Transfer Deed, if it covers Property that is not Real Estate Rights, the Non-Possessory Pledge Agreements and the Share Pledge Agreements executed on or before the Closing Date, jointly with an original first copy (*primer testimonio*) of each public deed (*escritura pública*) containing the granting or ratification, as applicable, of the Guaranty Trust Agreements, any Transfer Deed, if applicable, the Non-Possessory Pledge Agreements and the Share Pledge Agreements with appropriate evidence of registration in, the Sole Security Registry.

(b) Pursuant to the Asset Guaranty Trust Agreement, each Loan Party shall, and shall cause each Security Provider which is not a Loan Party to, fully transfer to the Asset Guaranty Trustee by execution of a Transfer Deed the relevant Properties set out in the Contribution of Assets Calendar and the Pending Real Estate Rights Calendar (including the Real Estate Rights as specified in Schedule 4.9 (*Real Estate Rights*)), at the times set out therein; provided that the registration of the relevant Transfer Deed at the applicable Mexican public registries (*registros públicos*) shall be conducted pursuant to this Section 6.13 (*Post-Closing Mexican Security Obligations*), and each of the registrations, filings and other formalities required thereunder shall be completed by the applicable deadline set forth therein.

Notwithstanding the foregoing, in the case of the Difficult Land Rights, if, notwithstanding its best efforts, the Borrower or the relevant Loan Party has not completed the transfer of any Difficult Land Right to the Asset Guaranty Trustee by the applicable deadline set forth in the Pending Real Estate Rights Calendar, the Borrower shall provide a written notice to the Intercreditor Agent outlining the reasons for such delay, including reasonable evidence that such Loan Party has undertaken its best efforts in such regard and any further details in respect thereof, together with a description of the action that the Borrower or the relevant Loan Party has taken or proposes to take to complete the transfer to the Asset Guaranty Trustee, which notice shall extend the applicable deadlines for transferring such Difficult Land Rights to the Asset Guaranty Trust Agreement, and which are set out in the Pending Real Estate Rights Calendar, by a period of ninety (90) calendar days. If notwithstanding such Loan Party’s ongoing best efforts, and solely to the extent the Borrower is unable to complete the transfer of any Difficult Land Right(s) to the Asset Guaranty Trustee within such additional ninety (90) day period, the applicable deadline(s) in the Pending Real Estate Rights Calendar for transferring such outstanding Difficult Land Right(s) to the Asset Guaranty Trust Agreement may be further extended by delivery by the Borrower to the Intercreditor Agent of up to two additional written notice(s) in accordance with the procedure described in the immediately preceding sentence, each

of which may be for an additional period of no more than ninety (90) additional days and two hundred and seventy (270) days in the aggregate.

(c) The Loan Parties shall (i) upon the execution of any Transfer Deed in respect of any Real Estate Rights pursuant to the terms of the Asset Guaranty Trust Agreement (which shall be conducted in accordance with the Contribution of Assets Calendar and the Pending Real Estate Rights Calendar or otherwise as required by the Asset Guaranty Trust Agreement), file (or cause to be filed) for registration such Transfer Deed at the Sole Security Registry and each other applicable public registries and at any other applicable Mexican public or governmental registry or office (other than the Sole Security Registry) by the dates specified in the Asset Guaranty Trust Agreement and/or the Contribution of Assets Calendar and/or the Pending Real Estate Rights Calendar, and (ii) upon the execution of any Transfer Deed in respect of any Property (including any Initial Assets or Additional Assets but excluding any Real Estate Rights) pursuant to the terms of the Asset Guaranty Trust Agreement, file (or cause to be filed) for registration such Transfer Deed at the Sole Security Registry by the dates specified in the Asset Guaranty Trust Agreement, (iii) in the case of clause (i) above, deliver to the Collateral Agent, within the time frame specified in the Asset Guaranty Trust Agreement and/or the Contribution of Assets Calendar and/or the Pending Real Estate Rights Calendar, as applicable, (A) a copy, certified by a notary public, of each public deed (*escritura pública*) containing each Transfer Deed and evidence of filing of such Transfer Deed at the public registries corresponding to the Real Estate Rights and at any other applicable Mexican public or governmental registry or office (other than the Sole Security Registry), and (B) an original first copy (*primer testimonio*) of each public deed (*escritura pública*) containing each Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries and at any other applicable Mexican public or governmental registry or office (other than the Sole Security Registry), and (iv) in the case of clause (ii) above, deliver to the Collateral Agent, within the time frame specified in the Asset Guaranty Trust Agreement, (A) a copy, certified by a notary public, of each public deed (*escritura pública*) containing each Transfer Deed and evidence of filing of such Transfer Deed at the Sole Security Registry, and (B) an original first copy (*primer testimonio*) of each public deed (*escritura pública*) containing each Transfer Deed with appropriate evidence of registration of such Transfer Deed at the Sole Security Registry.

(d) By the dates specified in the Security Documents, ~~and~~ the Contribution of Assets Calendar and the Pending Real Estate Rights Calendar, the Loan Parties shall, and each Loan Party shall cause each Security Provider which is not a Loan Party to, deliver to the Collateral Agent any other agreements, consents, authorization, instruments, notices, endorsements, instructions, or other documents required to be delivered to the Collateral Agent pursuant to the terms specified in the Asset Guaranty Trust Agreement. Without limiting the generality of the foregoing, no later than five (5) Business Days following the obtainment of a Third-Party Consent, the applicable Loan Party shall, and each Loan Party shall cause each Restricted Subsidiary to, at its own expense, take all actions in order to pledge the relevant Property under the Non-Possessory Pledge Agreements.

(e) To the extent required under Applicable Law, any Material Governmental Approval, any Material Project Document or any other contract or document, the Loan

Parties shall notify to the required Governmental Authority, counterparty or Person, the transfer of any Guaranty Trust Assets or the creation or modification of any Security Document or granting of security thereunder, in the periods, terms and conditions required under any such Applicable Law, Material Governmental Approval, Material Project Document or other contract or document or by the applicable counterparty or Person, and deliver to the Agents, within five (5) Business Days of such notice, evidence that such filing was made.

(f) As soon as reasonably practicable after the Closing Date but no later than fifteen (15) Business Days thereafter, each Collection Right Affected Target Company acting in the name and on behalf of the Asset Guaranty Trustee, shall deliver to each counterparty to a Revenue Generating Contract a notice in writing (each, a “Payment Instruction”) in accordance with the terms of such Revenue Generating Contract and Applicable Law, instructing such counterparty to make any and all payments due to the relevant Collection Right Affected Target Company under such Revenue Generating Contract into the applicable Revenue Account or Project Account specified in the Asset Guaranty Trust Agreement.

(g) Prior to the expiration of any preventive notice (*aviso preventivo*), the Borrower shall file any and all required extensions and renewals in order for the preventive notice (*aviso preventivo*) to be and remain in effect until the effective transfer and assignment of the Real Estate Rights to the Asset Guaranty Trustee pursuant to the Asset Guaranty Trust Agreement.

(g) Section 6.27 (SPA Carve-Out Transaction). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 6.27 (*SPA Carve-Out Transaction*) of the Common Terms Agreement as follows:

“6.27 SPA Carve-Out Transaction. (i) Promptly, but in any event no later than July 31, ~~2026~~**2025**, the Borrower shall provide evidence, in form and substance satisfactory to the Intercreditor Agent, that all SPA Carve-Out Transactions have been implemented, and (ii) commencing on June 30, 2024 and on each December 31 and June 30 thereafter, until all SPA Carve-Out Transactions have been implemented the Loan Parties shall, and each Loan Party shall cause each Restricted Subsidiary to, furnish to the Intercreditor Agent (for further distribution to each Facility Agent), a progress report in connection with the SPA Carve-Out Transactions implemented during such semi-annual period.”

(h) Section 7.2 (Indebtedness). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 7.2 (*Indebtedness*) of the Common Terms Agreement as follows:

“7.2 Indebtedness. No Loan Party shall, and each Loan Party shall cause each Restricted Subsidiary not to contract, create, incur, become liable for, assume or permit to subsist any Indebtedness except for the following (each such category listed below, “Permitted Indebtedness”): Indebtedness under the Senior Debt;

(b) Subordinated Indebtedness;

(c) Intercompany Debt;

(d) any trade or other similar Indebtedness in each case that is incurred in the ordinary course of a Group Company's business (to the extent that it does not involve advance or deferred payment for a period of more than nine (9) months after incurrence thereof) that is not more than ninety (90) days past due or is being contested pursuant to a Good Faith Contest by the applicable Group Company; provided, that the aggregate principal amount of all such Indebtedness incurred by the Group Companies pursuant to this paragraph (d) outstanding at any time shall not exceed, subject to clause (j) below, three million five hundred thousand Dollars (\$3,500,000);

(e) any capital lease of equipment or software, or Indebtedness for the deferred purchase price of equipment or software, in each case incurred in the ordinary course of business and related to the Projects; provided, that the aggregate principal amount of such Indebtedness incurred by the Group Companies pursuant to this paragraph (e) does not at any time exceed, subject to clause (j) below, (i) seven million five hundred thousand Dollars (\$7,500,000) individually per purchase or lease of equipment or software, or (ii) fifteen million Dollars (\$15,000,000) in the aggregate;

(f) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds, financial assurances and completion guarantees, indemnification obligations, obligations to pay insurance premiums and similar obligations in each case of the Group Companies; provided, that such indebtedness is incurred in the ordinary course of business and not in connection with Indebtedness for Borrowed Money, including those incurred to secure health, safety and environmental obligations in the ordinary course of business; and provided further, that the aggregate principal amount of all such Indebtedness incurred by the Group Companies pursuant to this paragraph (f) does not at any time exceed, subject to clause (j) below, ~~fifteen sixty~~ million Dollars (~~\$1560~~,000,000) in the aggregate;

(g) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or other cash management services in the ordinary course of business or other cash management services in the ordinary course of business; provided, that such Indebtedness shall not be in an amount that is greater than, subject to clause (j) below, five million Dollars (\$5,000,000) and shall be extinguished within ten (10) days of its incurrence;

(h) Bilateral PPA Corporate Guarantees, up to an aggregate amount for all Group Companies not at any time exceeding, subject to clause (j) below, one hundred fifty million Dollars (\$150,000,000);

(i) Project Corporate Guarantees (excluding Bilateral PPA Corporate Guarantees), subject to clause (j) below, up to an aggregate amount for all Group Companies not at any time exceeding ~~one hundred ten~~ three hundred million Dollars (~~\$110300~~,000,000);

(j) Project Surety Bonds, up to an aggregate amount for all Group Companies not at any time exceeding ~~twenty-five~~ seventy million Dollars (~~\$2570~~,000,000); provided

that the principal amount of any Indebtedness incurred pursuant to clauses (d) through (j), (l) and (m) shall not, at any time, exceed six hundred million Dollars (\$600,000,000);

(k) Indebtedness in respect of any Interest Rate Hedging Agreements (and any Derivative Transactions thereunder);

(l) unsecured Indebtedness in respect of letters of credit issued in connection with Material Project Documents, subject to clause (j) above, up to an aggregate amount for all Group Companies not at any time exceeding one hundred million Dollars (\$100,000,000); and

(m) unsecured corporate obligations of the Borrower, in its capacity as guarantor or joint obligor, under any Additional PPA (i) for the sale of products in excess of those contracted under the Bilateral PPAs and the CFE PPAs (including any Additional PPA that is a replacement or substitution of any such Bilateral PPAs or the CFE PPAs (in whole or in part)), and (ii) that does not require any Project Subsidiary to deliver products other than those that are effectively generated or produced in excess of products required to be delivered under any other PPA, up to an aggregate amount for all Group Companies which at no time shall exceed, subject to clause (j) above, one hundred fifty million Dollars (\$150,000,000).

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar amount of Indebtedness denominated in a currency other than Dollar shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred and in accordance with Section 2.03(E) of the Accounts Annex; provided that, the principal amount of any Senior Debt shall be calculated based on the currency exchange rate that is in effect on the date it is incurred.”

(i) Section 7.10 (Restricted Payments). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 7.10 of the Common Terms Agreement as follows:

“7.10 Restricted Payments. The Loan Parties shall not, and shall cause each Restricted Subsidiary not to, directly or indirectly, declare or make any Restricted Payment unless each of the applicable conditions in this Section 7.10 (Restricted Payments) is satisfied, both immediately before and after the making of such Restricted Payment (the “Restricted Payment Conditions”):

(a) no Default or Event of Default has occurred and is continuing, or would occur as a result of such Restricted Payment;

(b) the Borrower has delivered to the Agents a certificate signed by an Authorized Officer of the Borrower certifying that the DSCR for the Measurement Period ended as of the most recent Measurement Date is at least equal to or above one point twenty-five to one point zero (1.25:1.00), and setting out its calculations in respect thereof, and the calculations under such certificate shall have been confirmed by the Confirmation Agent;

(c) the Borrower has delivered to the Agents a certificate signed by an Authorized Officer of the Borrower certifying that the Projected DSCR as of the most recent Measurement Date is no less than one point twenty to one point zero (1.20:1.00), and setting out its calculations in respect thereof and the calculations under such certificate shall have been confirmed by the Confirmation Agent;

(d) no amount of any mandatory prepayment pursuant to Section 3.4(b) (*Mandatory Prepayments*) shall be due and payable and remain outstanding;

(e) the date on which all the Obligations under the Bridge Facility have been paid in full has occurred (other than any inchoate indemnity obligations that expressly survive the termination of the Bridge Facility Agreement in respect of which no claim or demand for payment has been made at such time);

(f) the Restricted Payment is made through the transfer of funds from the Distribution Reserve Account to the Distribution Account within fifteen (15) Business Days after (i) the date on which the Intercreditor Agent confirms that each of the Restricted Payment Conditions have been satisfied pursuant to Section 7.10(o) (Restricted Payment), or (ii) the date on which the Intercreditor Agent confirmation is deemed obtained pursuant to Section 7.10(o) (Restricted Payment), as applicable, and, in each case, solely with funds on deposit in the Distribution Reserve Account as of the last Measurement Date, in accordance with this Agreement and the Asset Guaranty Trust Agreement; provided that no Restricted Payment shall be made after the date that is forty-five (45) Business Days following a Measurement Date;

(g) if the Restricted Payment is made on or within forty-five (45) Business Days after a Measurement Date that is not a Payment Date on which scheduled principal in an amount greater than zero (0) on the Development Loans and any Additional Senior Debt (if applicable) is to be paid, the funds standing to the credit of the Development Debt Service Payment Account and any Additional Senior Debt Service Payment Account (if applicable) shall be in an aggregate amount that is at least equal to the full amount of Debt Service scheduled to be paid on the immediately following Payment Date on which principal in an amount greater than zero (0) on the Development Loans and any Additional Senior Debt (if applicable) is scheduled to be due and payable, and the calculation of such aggregate amount shall have been reviewed and validated by the Confirmation Agent;

(h) the (x) Reserve Accounts have on deposit in cash, and/or (y) the Borrower has delivered one or more Acceptable Letters of Credit to and for the benefit of the Asset Guaranty Trustee in respect of such Reserve Accounts in accordance with the terms and conditions of the Asset Guaranty Trust Agreement, with an aggregate amount and/or face value that is at least equal to the applicable Required Balance;

(i) no LC Loans are then outstanding;

(j) the Intercreditor Agent shall have received evidence that, as of the date of such Restricted Payment, (x) the all Liens granted or purported to be granted (including all Liens required to be granted as of such date pursuant to Schedule 6.13 (*Contribution of Assets Calendar*) and Schedule 6.13(bis) (Pending Real Estate Rights

Calendar), and the obtention of the ~~Third-Party Consent and~~ Governmental Approvals required to create such Liens, in each case, ~~regardless of the relevant deadline set forth therein by which such Liens must be granted~~ for the benefit of the Secured Parties pursuant to the Security Documents or any other Finance Document have been granted and constitute a legal, valid and enforceable Lien on and first priority security interest in the Collateral purported to be covered thereby, and (y) the Third-Party Consents that are required to have been obtained as of such date pursuant to Schedule 5.2(g) (Third Party Consents) and Schedule 5.2(g)(bis) (Pending Third Party Consents) have been obtained;

(k) the Commercial Operation for the Monterrey III & IV Project and the excess capacity of Monterrey I & II Project shall have occurred;

(l) if such Restricted Payment is made on or after any Measurement Date occurring during the 2028 Financial Year, the Fibra-E Trust Transformation shall have occurred;

(m) (i) ~~the IEM Fine and if applicable,~~ the IEM Tax Fine shall have been dismissed by a final non-appealable decision of CRE (or its corresponding successor competent regulatory authority), or of a court of competent jurisdiction, or (ii) ~~the IEM Fine and if applicable,~~ the IEM Tax Fine, or any liabilities in respect of the Existing Iberdrola IEM LCs, shall have been fully paid and discharged or otherwise released;

(n) the Intercreditor Agent shall have received on or within thirty (30) Business Days after a Measurement Date, a certificate from an Authorized Officer of the Borrower, in the form of Exhibit N (Form of Restricted Payment Conditions Certificate), which shall (x) certify that each of the conditions set out in clauses (a) to (m) above have been met and (y) countersigned by the Confirmation Agent with respect to the conditions set out in clauses (b), (c) and (g); and

(o) the Intercreditor Agent shall have not notified the Borrower that one or more of the Restricted Payment Conditions are not satisfied; provided however that the failure by the Intercreditor Agent to deliver such notice within fifteen (15) Business Days from the date of receipt of the certificate pursuant to clause (n) above, which certificate shall have been duly completed and include copies of all documents evidencing the conditions certified thereunder, this Restricted Payment Conditions shall be deemed satisfied in respect of the relevant Restricted Payment.”

(j) Section 7.17 (Bank Accounts). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 7.17(b) of the Common Terms Agreement as follows:

“(b) No Loan Party shall (1) (i) use any or transfer any funds into an OPEX Account for any other purpose than for the payment of Operating and Maintenance Expenses (other than any Gas Supply Costs and Taxes), and, solely to the extent funded into the OPEX Account with funds from the Capex Reserve Account or the CAPEX/OPEX Incidentals Reserve Account, any Budgeted Permitted Capital Expenditures, and (ii) maintain a balance in its OPEX Accounts which exceeds the

aggregate outstanding Operating and Maintenance Expenses (other than Gas Supply Costs and Taxes) and (to the extent funded into the OPEX Account with funds from the Capex Reserve Account or the CAPEX/OPEX Incidentals Reserve Account) any Budgeted Permitted Capital Expenditure as of the applicable date plus Operating and Maintenance Expenses (other than Gas Supply Costs and Taxes) which will become due and payable within ninety (90) days by such Loan Party or Restricted Subsidiary (as applicable) and (2) maintain any bank accounts other than Project Accounts (through the Asset Guaranty Trustee), the CENACE Accounts and no more than four (4) OPEX Accounts for each such Loan Party at any time.”

(k) Section 7.22 (Fibra-E Trust Transformation). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Section 7.22 of the Common Terms Agreement as follows:

“7.22 Fibra-E Trust Transformation. The Acquisition Trust Agreement shall not be transformed into a Fibra-E unless each of the following conditions is satisfied:

(a) the Intercreditor Agent shall have received (i) if any Senior Bonds are outstanding as of such date, a letter from at least two (2) Rating Agencies confirming that, having considered all relevant data, after giving effect to the transformation of the Borrower into a Fibra-E trust, the ratings assigned by such Rating Agencies to the Senior Bonds immediately prior to giving effect to the consummation of such transformation would be maintained or increased, or (ii) if no Senior Bonds are outstanding as of such date, evidence that the Borrower shall, as applicable (x) if the Borrower does not hold a corporate international rating at such time, obtain, or (y) if the Borrower holds a corporate international rating at such time, maintain, after the effectiveness of the transformation by the Borrower into a Fibra-E trust, a minimum Investment Grade international credit rating from at least two (2) Rating Agencies;

(b) the Intercreditor Agent shall have received evidence that the *certificados fiduciarios de inversion en energía e infraestructura* have been duly registered with the National Securities Registry (*Registro Nacional de Valores*) maintained by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*), and are listed on a Mexican securities exchange;

(c) the Intercreditor Agent shall have received evidence that, as of the date of the Fibra-E Trust Transformation, (x) all Liens granted or purported to be granted pursuant to Schedule 6.13 (*Contribution of Assets Calendar*) ~~irrespective of the outside date provided therein for their granting and the obtention of the Third Party Consent and Governmental Approvals required to create such Liens, in each case,~~ for the benefit of the Secured Parties pursuant to the Security Documents or any other Finance Document have been granted and constitute a legal, valid and enforceable Lien on and first priority security interest in all of the Collateral purported to be covered thereby, and (y) the Third-Party Consents that are required to have been obtained as of such date pursuant to Schedule 5.2(g) (*Third Party Consents*) have been obtained;

(d) the Intercreditor Agent shall have received evidence of the transformation of the Borrower into a Fibra-E trust by amendment of the Acquisition Trust Agreement.

For the avoidance of doubt, the Acquisition Trust Agreement shall not transform to a Fibrá-E trust by termination or rescission of the Acquisition Trust Agreement without the prior written consent of the Intercreditor Agent;

(e) the Intercreditor Agent shall have received evidence that the Irrevocable Power of Attorney granted by the Borrower pursuant to the *estipulación en favor de tercero* provisions set forth in Section 34 and Section 35 of the Acquisition Trust Agreement granting authority to the Collateral Agent, among others, to directly or indirectly exercise voting powers in connection with the Equity Interests of the Target Companies upon the occurrence and during the continuation of an Event of Default, is still in force and has not been revoked;

(f) the Commercial Operation for the excess capacity of Monterrey I & II Project and the Monterrey III & IV Project shall have occurred;

(g) ~~the IEM Fine or~~ any liability in connection with the Existing Iberdrola IEM LCs shall have (i) been dismissed by a final and non-appealable decision of CRE (or its corresponding successor competent regulatory authority), or a court of competent jurisdiction, or (ii) fully paid and discharged or otherwise released, with no further liability to IEM;

(h) no Default or Event of Default has occurred and is continuing, or would result from the Fibrá-E Trust Transformation;

(i) the Fibrá-E Trust Transformation by the Borrower shall not cause the aggregate amounts payable by the Borrower in connection with any Taxes to exceed the amounts projected under the Acquisition Model delivered pursuant to Section 5.1(b) (Acquisition Model);

(j) no Change of Control has occurred or would result from the Fibrá-E Trust Transformation by the Borrower;

(k) in no event shall any such step directly or indirectly result in the creation, incurrence, granting or assumption of any Lien in favor of any Person (other than the Collateral Agent) over any Property of the Loan Parties that was not subject to a Lien in favor of such Person immediately prior to the taking of such step, or to any Lien granted by the Loan Parties in favor of any Person (other than the Collateral Agent) extending to any other Property of the Loan Parties that was not already subject to such Lien immediately prior to the taking of any such step; and

(l) the Borrower shall have delivered to each of the Intercreditor Agent and the Collateral Agent, a certificate duly signed by an Authorized Officer of the Borrower (i) providing true, correct and complete copies of the evidence and/or documents referred to in clauses (a) through (g), and (ii) certifying that the conditions set out in clauses (a) through 7.22(k) above have been met.”

(l) Schedule 4.3. Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Schedule 4.3 (*Governmental Approvals*) of the Common Terms Agreement as set forth in Appendix A attached hereto.

- (m) Schedule 4.9. Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Schedule 4.9 (*Real Estate Rights*) of the Common Terms Agreement as set forth in Appendix B attached hereto.
- (n) Schedule 5.2(g). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Schedule 5.2(g) (*Third-Party Consents*) of the Common Terms Agreement as set forth in Appendix C attached hereto and the respective amendments to the Non-Possessory Pledge Agreements.
- (o) Schedule 6.13. Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend Schedule 6.13 of the Common Terms Agreement as set forth in Appendix D attached hereto and the respective amendment to the Asset Guaranty Trust Amendment.
- (p) Schedule 5.2(g)(bis). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend the Common Terms Agreement by inserting a new Schedule 5.2(g)(bis) immediately after the end of Schedule 5.2(g) thereof, which shall be in the form attached hereto as Appendix E and the respective inclusion to the Non-Possessory Pledge Agreements.
- (q) Schedule 6.13(bis). Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend the Common Terms Agreement by inserting a new Schedule 6.13(bis) immediately after the end of Schedule 6.13 thereof, which shall be in the form attached hereto as Appendix F and the respective inclusion to the Asset Guaranty Trust Amendment.
- (r) Asset Guaranty Trust. Effective on and as of the Waiver and Amendment Effective Date, the Parties hereby agree to amend the Asset Guaranty Trust Agreement as set forth in Appendix G (the “Asset Guaranty Trust Amendment”).

ARTICLE 3 – WAIVERS

As of the Waiver and Amendment Effective Date:

- (a) The Intercreditor Agent (acting at the instruction of the Required Voting Parties) hereby waives the Event of Default under Section 9(c) of the Common Terms Agreement, arising from each Loan Party’s breach of Section 6.7(e) of the Common Terms Agreement, solely with respect to the failure to establish an Environmental and Social Management System by the date that is one year after the Closing Date (the “ESMS EoD”);
- (b) the Intercreditor Agent (acting at the instruction of the Required Voting Parties), hereby waives the Event of Default under Section 9(c) of the Common Terms Agreement occurring as a result of each Loan Party’s breach of Section 6.7(g) of the Common Terms Agreement, solely to the extent relating to the failure to obtain the Material Governmental Approvals set forth in the following items #12 of Part B(ii), #12 of Part B(iii), #10 of Part B(iv), and #10 of Part B(v) of Schedule 4.3 to the Common Terms Agreement, in each case by the applicable deadlines set forth therein (the “MGA EoD”);
- (c) the Intercreditor Agent (acting at the instruction of the Required Voting Parties), hereby

waives the Events of Default under Section 9(c) of the Common Terms Agreement occurring as a result of each Loan Party's breach of Section 6.13(b) and (c) of the Common Terms Agreement, solely to the extent relating to the failure to deliver to the Collateral Agent the public deed number 19,913 dated August 28, 2024 which contains the transfer of usufruct rights to the Asset Guarantee Trust Agreement by ERV ("ERV Transfer Deed") duly registered in the Agrarian National Registry, by the applicable deadlines set forth in Schedule 6.13 (*Contribution of Assets Calendar*) (the "Asset Transfer EoD");

- (d) the Development Facility Agent (acting at the instruction of the Development Facility Lenders), hereby waives the Event of Default under Section 7(a) of the Development Facility Agreement, solely to the extent relating to the ESMS EoD, MGA EoD and the Asset Transfer EoD; and
- (e) the LC Facility Agent (acting at the instruction of the LC Facility Lenders), hereby waives the Event of Default under Section 7(a) of the LC Facility Agreement, solely to the extent relating to the ESMS EoD, MGA EoD and the Asset Transfer EoD.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF THE LOAN PARTIES

The Borrower hereby represents and warrants to each Agent party hereto and each Senior Creditor on behalf of itself and on behalf of the Loan Parties and the Restricted Subsidiaries that, as of the Waiver and Amendment Effective Date:

- 4.1 (a) after giving effect to Article 3 (Waiver), no Default or Event of Default has occurred and is continuing or will result from the execution of this Waiver and Amendment and (b) after giving effect to Article 3 (Waiver), all representations and warranties of the Loan Parties set forth in Section 4 of the Common Terms Agreement are true and correct in all material respects as of the date hereof (or, if stated to have been made on or as of an earlier date, were true and correct in all material respects on or as of such earlier date); *provided* that, to the extent any such representations and warranties are qualified by materiality or "Material Adverse Effect", such representations and warranties are true and correct in all respects as of the date hereof (or, if stated to have been made on or as of an earlier date, were true and correct in all respects on or as of such earlier date);
- 4.2 the execution, delivery and performance of this Waiver and Amendment and its obligations hereunder have been duly authorized by all necessary corporate action;
- 4.3 this Waiver and Amendment has been duly executed and delivered by it and constitutes, when executed and delivered by the other Parties, a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- 4.4. no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, it of this Amendment, except for (A) the approvals, consents, exemptions, authorizations,

actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect and (B) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure to obtain or make which could not reasonably be expected to have a Material Adverse Effect.

ARTICLE 5 – EFFECTIVENESS

This Waiver and Amendment and the amendments set forth herein shall take effect on the date on which each of the following conditions have been satisfied (such date, the “Waiver and Amendment Effective Date”):

- 5.1 this Waiver and Amendment shall have been executed by each of the parties hereto;
- 5.2 the Intercreditor Agent shall have received evidence from the Borrower, in form and substance satisfactory to each Senior Lender, that the Borrower has paid all reasonable and documented out-of-pocket fees and expenses of the Senior Lenders in full (including the reasonable fees and expenses of the legal counsel to each such Senior Lender), that were incurred in connection with the negotiation, preparation, execution and delivery of this Waiver and Amendment;
- 5.3 the Intercreditor Agent shall have received counterparts hereof that, when taken together bear the signatures of each of the parties hereto;
- 5.4 the Intercreditor Agent shall have received a true, correct and complete copy of the Asset Guaranty Trust Amendment, which shall have been duly executed by all parties thereto, in full force and effect and otherwise in form and substance satisfactory to the Intercreditor Agent;
- 5.5 the Intercreditor Agent shall have received a true, correct and complete copy of the Supplemental Indenture, which shall be duly executed by all parties thereto and in full force and effect;
- 5.6 the Development Facility Agent and the LC Facility Agent shall have received the following legal opinions, which shall be addressed to and be in form and substance satisfactory to each of the Development Facility Lenders and the LC Facility Lenders (except for the legal opinions in clauses (d) and (e), which shall be addressed to the applicable parties set forth therein):
 - (a) a legal opinion of Cleary Gottlieb Steen & Hamilton LLP, special New York counsel to the Loan Parties;
 - (b) a legal opinion of Ritch, Mueller y Nicolau, S.C., special Mexican counsel to the Loan Parties;
 - (c) a legal opinion of White & Case LLP, special New York counsel to the Development Facility Lenders and the LC Facility Lenders;

(d) a legal opinion of White & Case, S.C., special Mexican counsel to Banco Nacional de Obras y Servicios Públicos, Sociedad Nacional de Crédito Institución de Banca de Desarrollo, as Development Facility Lender; and

(e) a legal opinion of Galicia Abogados, S.C., special Mexican counsel to (i) Banco Nacional de Comercio Exterior, S.N.C., Institución de Banca de Desarrollo and Nacional Financiera, S.N.C., Institución de Banca de Desarrollo, as Development Facility Lenders, and (ii) the LC Facility Lenders.

ARTICLE 6 – FURTHER ASSURANCES IN RESPECT OF SECURITY DOCUMENTS, FEES AND EXPENSES

6.1 Promptly but in any event no later than May 31, 2025, the parties hereto shall execute and deliver such other documents, instruments and agreements and take such additional action as may be reasonably necessary or desirable to reflect the amendments and waivers contained herein, including the amendments to each of the Security Documents (except for the Asset Guaranty Trust Amendment, which shall be executed and delivered pursuant to Section 6.4).

6.2 Promptly, but in any event by no later than December 31, 2025, the Borrower and the Loan Parties shall provide evidence that the Irrevocable Power of Attorney granted on February 26, 2024 and evidenced by the public deeds No. 18,643 and No. 18,631, granted by Mr. Miguel Ángel Beltrán Lara, notary public No. 169 of Mexico City, has been registered in the Mercantile Public Registry (*Registro Público de Comercio*), which such evidence shall be in form and substance satisfactory to the Intercreditor Agent.

6.3 The Intercreditor Agent hereby instructs to the Collateral Agent to execute the Asset Guaranty Trust Amendment, and any other document reasonably necessary or desirable to reflect the amendments and waivers contained herein and the Parties hereby instructs to the Asset Guaranty Trustee to execute the Asset Guaranty Trust Amendment.

ARTICLE 7 – EFFECT OF AMENDMENT

7.1 Except as expressly set forth herein, this Waiver and Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of any of the Secured Parties under the Common Terms Agreement or any other Finance Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Common Terms Agreement or of any other Finance Document, all of which are hereby ratified and affirmed in all respects and shall continue in full force and effect.

7.2 On and after the Waiver and Amendment Effective Date, each reference in the Common Terms Agreement or the Development Facility Agreement (as applicable) to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Common Terms Agreement or the Development Facility Agreement in any other Finance Document shall be deemed a reference to the Common Terms Agreement or the Development Facility Agreement (as applicable), as amended hereby.

ARTICLE 8 – MISCELLANEOUS

- 8.1 THIS WAIVER AND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS WAIVER AND AMENDMENT AND ANY DISPUTE OF CLAIMS ARISING IN CONNECTION HEREWITH SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
- 8.2 This Waiver and Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any party to this Waiver and Amendment may execute this Waiver and Amendment by signing any such counterpart; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same counterpart. The words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. A set of the copies of this Waiver and Amendment signed by all the parties shall be lodged with the Borrower, the Intercreditor Agent and the Collateral Agent.
- 8.3 Except as expressly provided herein, each Finance Document is and shall remain unchanged and in full force and effect and nothing contained in this Waiver and Amendment shall abrogate, prejudice, diminish or otherwise affect any powers, right, remedies or obligations of any Person arising before the date of this Waiver and Amendment.
- 8.4 This Waiver and Amendment shall constitute a Finance Document.
- 8.5 The provisions of Sections 11.5 (*Payment of Expenses and Taxes*), 11.9 (*Severability*), 11.12 (*Submission to Jurisdiction; Waivers*), 11.15 (*Waivers of Jury Trial*), 11.26 (*Captions*) and 12.4 (*Indemnification of Agent Indemnified Persons*) of the Common Terms Agreement are incorporated in full herein by reference, *mutatis mutandis*, and as if each reference to “this Agreement” therein were a reference to this Waiver and Amendment.
- 8.6 The Borrower hereby acknowledges and agrees that (a) the arguments and rationale for requesting the waivers, consents and amendments set forth in the Request Letter have not been agreed by the Senior Lenders or the Agents, (b) the Request Letter shall in no event be deemed to constitute a part of this Waiver and Amendment and (c) the Request Letter shall have no legal effect.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Waiver and Amendment to be executed and delivered by their proper and duly Authorized Officers as of the day and year first above written.

BANCO ACTINVER, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO ACTINVER, acting solely and exclusively in its capacity as trustee under the irrevocable trust agreement identified with number 5561 (*Contrato de Fideicomiso Irrevocable de Administración identificado con el número 5561*), represented herein by its attorney-in-fact, Mexico Infrastructure Partners FF, S.A.P.I. de C.V., through Messrs. Guillermo Fonseca Torres and Ramón Gerardo Colosio Córdova, as Borrower.

By: _____

Name: Guillermo Fonseca Torres

Title: Legal Representative

By: _____

Name: Ramón Gerardo Colosio Córdova

Title: Legal Representative

UMB BANK, NATIONAL ASSOCIATION,
as Intercreditor Agent

By: _____
Name:
Title:

UMB BANK, NATIONAL ASSOCIATION,
as Development Facility Agent

By: _____
Name:
Title:

UMB BANK, NATIONAL ASSOCIATION,
as LC Facility Agent

By: _____
Name:
Title:

APPENDIX A

Schedule 4.3 of the Common Terms Agreement

[See Attached]

GOVERNMENTAL APPROVALS

Part A

1. Energy Governmental Approvals

i. Monterrey I & II

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Independent Power Production (<i>Producción Independiente de Energía</i>) Permit	CRE	IEM	Obtained
2.	LIE Power Generation Permit (same as ii.1 below)	CRE	IEM	Obtained
3.	Notice evidencing the achievement of Commercial Operation Date under the CFE PPA	CFE	IEM	Obtained
4.	Interconnection Agreement (same as ii.2 below)	CFE	IEM	Obtained
5.	Registration (<i>estatus aprobado y habilitado</i>) of the power plant associated to Monterrey I & II Project as a physical asset (<i>activo físico</i>) to be represented in the wholesale electricity market (<i>Mercado Eléctrico Mayorista</i>) by Ammper Generación, S.A.P.I. de C.V. (" <u>Ammper</u> ")	CENACE	Ammper	Obtained
6.	CENACE COD Certificate for excess capacity associated to Monterrey I & II Project	CENACE	IEM	Obtained

ii. Monterrey III & IV

No.	Permit	Governmental Authority	Permit Holder	Status
1.	LIE Power Generation Permit	CRE	IEM	Obtained
2.	Interconnection Agreement	CFE	IEM	Obtained
3.	Registration (<i>estatus aprobado y habilitado</i>) of the power plant associated to Monterrey III & IV Project as a physical asset (<i>activo físico</i>) to be represented in the wholesale electricity market (<i>Mercado Eléctrico Mayorista</i>) by Iberdrola Generación	CENACE	Iberdrola Generación	Obtained
4.	CENACE COD Certificate associated to Monterrey III & IV Project	CENACE	IEM	Obtained

iii. Altamira III & IV

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Independent Power Production (<i>Producción Independiente de Energía</i>) Permit	CRE	IEA	Obtained
2.	LIE Power Generation Permit	CRE	IEA	Obtained
3.	Interconnection Agreement	CFE	IEA	Obtained
4.	Gas Transportation Permit	CRE	IEA	Obtained
5.	Registration (<i>estatus aprobado y habilitado</i>) of the power plant	CENACE	Ammper	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
	associated to Altamira III & IV Project as a physical asset (<i>activo físico</i>) to be represented in the wholesale electricity market (<i>Mercado Eléctrico Mayorista</i>) by Ammper			
6.	Notice evidencing the achievement of Commercial Operation Date under the CFE PPA	CFE	IEA	Obtained
7.	CENACE COD Certificate for excess capacity associated to Altamira III & IV Project	CENACE	IEA	Obtained

iv. La Laguna

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Independent Power Production (<i>Producción Independiente de Energía</i>) Permit	CRE	IEL	Obtained
2.	LIE Power Generation Permit	CRE	IEL	Obtained
3.	Gas Transportation Permit	CRE	IEL	Obtained
4.	Interconnection Agreement	CFE	IEL	Obtained
5.	Notice evidencing the achievement of Commercial Operation Date under the CFE PPA	CFE	IEL	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
6.	Interconnection Agreement	CFE	IEL	Obtained
7.	Registration (<i>estatus aprobado y habilitado</i>) of the power plant associated to La Laguna Project as a physical asset (<i>activo físico</i>) to be represented in the wholesale electricity market (<i>Mercado Eléctrico Mayorista</i>) by Ammper	CENACE	Ammper	Obtained
8.	CENACE COD Certificate for excess capacity associated to La Laguna Project	CENACE	IEL	Obtained

v. Altamira V

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Independent Power Production (<i>Producción Independiente de Energía</i>) Permit	CRE	IEG	Obtained
2.	LIE Power Generation Permit	CRE	IEG	Obtained
3.	Interconnection Agreement	CFE	IEG	Obtained
4.	Notice evidencing the achievement of Commercial Operation Date under the CFE PPA	CFE	IEG	Obtained
5.	Interconnection Agreement	CFE	IEG	Obtained
6.	Registration (<i>estatus aprobado y habilitado</i>) of the power plant	CENACE	Ammper	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
	associated to Altamira V Project as a physical asset (<i>activo físico</i>) to be represented in the wholesale electricity market (<i>Mercado Eléctrico Mayorista</i>) by Ammper			
7.	CENACE COD Certificate for excess capacity associated to Altamira V Project	CENACE	IEG	Obtained

vi. Tamazunchale

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Independent Power Production (<i>Producción Independiente de Energía</i>) Permit	CRE	IETA	Obtained
2.	LIE Power Generation Permit	CRE	IETA	Obtained
3.	Gas Transportation Permit	CRE	IETA	Obtained
4.	Interconnection Agreement	CFE	IETA	Obtained
5.	Notice evidencing the achievement of Commercial Operation Date under the CFE PPA	CFE	IETA	Obtained
6.	Registration (<i>estatus aprobado y habilitado</i>) of the power plant associated to Tamazunchale Project as a physical asset (<i>activo físico</i>) to be represented in the wholesale electricity	CENACE	Ammper	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
	market (<i>Mercado Eléctrico Mayorista</i>) by Ammper			
7.	CENACE COD Certificate for excess capacity associated to Tamazunchale Project	CENACE	IETA	Obtained

Part B

i. Monterrey I, II, III & IV

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Forest Land Use Change Authorization	SEMARNAT	IEM	Obtained
2.	Comprehensive Environmental License	SEMARNAT	IEM	Obtained
3.	Registration as hazardous waste generator	SEMARNAT	IEM	Obtained
4.	Registration of the hazardous waste management plan	SEMARNAT	IEM	Obtained
5.	Concession for the use and exploitation of national waters	National Waters Commission (CONAGUA)	IEM	Obtained
6.	Water supply agreement with the Municipal Operating Water Agency	Servicios de Agua y Drenaje de Monterrey, I.P.D. (SADMON)	IEM	Obtained
7.	Wastewater Discharge Permit	Ministry of Environment of the State of Nuevo León (SMANL)	IEM	Obtained
8.	Registration as special management waste generator	SMANL	IEM	Obtained
9.	Registration of the special management waste management plan	SMANL	IEM	Obtained
10.	Operation permits of pressurized vessels and boilers	Ministry of Labor and Social Welfare (STPS)	IEM	Obtained
11.	Land Use License	Municipality of Pesquería, Nuevo León	IEM	Obtained
12.	Certificate of approval of the internal civil protection program	Civil Protection Directorate of the State of Nuevo León	IEM	Obtained

ii. Altamira III & IV

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Evidence of filing of notice of assignment of the Environmental Impact and Risk Authorization (for the power plant) from CFE in favor of IEA	SEMARNAT	IEA	Obtained
2.	Comprehensive Environmental License	SEMARNAT	IEA	Obtained
3.	Registration as hazardous waste generator	SEMARNAT	IEA	Obtained
4.	Registration of the hazardous waste management plan	SEMARNAT	IEA	Obtained
5.	Concession for the use and exploitation of national waters	CONAGUA	IEA	Obtained
6.	Wastewater Discharge Permit	CONAGUA	IEA	Obtained
7.	Concession for the use and occupation of the federal land zone	CONAGUA	IEA	Obtained
8.	Registration of the special management waste management plan	SEDyUMA	IEA	Obtained
9.	Registration as special management waste generator	SEDyUMA	IEA	Obtained
10.	Works permit associated with the use of federal zone	CONAGUA	IEA	To be obtained within 180440 days after Closing Date
10.	Operation permits of pressurized vessels and boilers	STPS	IEA	Obtained
11.	Registration and CURR of the SASISOPA	National Agency for Industrial Safety and Environmental Protection of the Hydrocarbons Sector (ASEA)	IEA	To be obtained within 90 ⁴⁵⁷ 270 days after Closing Date
12.	SASISOPA approval	ASEA	IEA	To be obtained within 90 ¹⁸⁰ 180 ⁶⁴⁴ days

No.	Permit	Governmental Authority	Permit Holder	Status
				after Closing Date
13.	Emergency Response Protocols (PRE) authorization	ASEA	IEA	To be obtained within 90 ⁶⁴⁴ days after Closing Date
14.	Program for the Prevention and Comprehensive Control of Methane Emissions (PPCIEM)	ASEA	IEA	Obtained
15.	Land Use License	Municipality of Altamira, Tamaulipas	IEA	Obtained
16.	Certificate of approval of the internal civil protection program	Tamaulipas State Civil Protection Coordination	IEA	Obtained
17.	Municipal Operation Permit	Municipality of Altamira, Tamaulipas.	IEA	Obtained

iii. La Laguna

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Comprehensive Environmental License	SEMARNAT	IEL	Obtained
2.	Registration as hazardous waste generator	SEMARNAT	IEL	Obtained
3.	Registration of the hazardous waste management plan	SEMARNAT	IEL	Obtained
4.	Approval for crossing national bodies of water	CONAGUA	IEL	Obtained
5.	Registration as special management waste generator	SRNMAD	IEL	Obtained
6.	Registration of the special management waste management plan	SRNMAD	IEL	Obtained
7.	Operation permits of pressurized vessels and boilers	STPS	IEL	Obtained
8.	Water supply agreement with the Municipal Operating Water Agency	Sistema Descentralizado de Agua Potable y Alcantarillado	IEL	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
		del Municipio de Gómez Palacio, Durango (SIDEAPA)		
9.	Wastewater Discharge agreement with the Municipal Operating Water Agency	SIDEAPA	IEL	Obtained
10.	Certificate of approval of the internal civil protection program	Municipality of Gómez Palacio, Durango	IEL	Obtained
11.	Land Use License	Municipality of Gómez Palacio, Durango	IEL	Obtained
12.	Registration and CURR of the SASISOPA	ASEA	IEL	To be obtained within 90 457 270 days after Closing Date
13.	SASISOPA approval	ASEA	IEL	To be obtained within 644 902 70 days after Closing Date
14.	Emergency Response Protocols (PRE) authorization	ASEA	IEL	To be obtained within 644 901 80 days after Closing Date
15.	Program for the Prevention and Comprehensive Control of Methane Emissions (PPCIEM)	ASEA	IEA	Obtained
16.	Municipal Operation Permit	Municipality of Gómez Palacio, Durango	IEL	Obtained

iv. Altamira V

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Comprehensive Environmental License	SEMARNAT	IEG	Obtained
2.	Concession for the use and exploitation of national water	CONAGUA	IEG	Obtained
3.	Wastewater Discharge Permit	CONAGUA	IEG	Obtained
4.	Registration as hazardous waste generator	SEMARNAT	IEG	Obtained
5.	Operation permits of pressurized vessels and boilers	STPS	IEG	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
6.	Certificate of approval of the internal civil protection program	Tamaulipas State Civil Protection Coordination	IEG	Obtained
7.	Environmental and Risk Authorization (for the body of water that receives the wastewater discharges)	SEMARNAT	IEG	Obtained
	Concession for the use and occupation of the federal land zone, as applicable	CONAGUA	IEG	To be obtained within 180440 days after Closing Date
	Work permit associated with the use of federal zone, as applicable	CONAGUA	IEG	To be obtained within 180440 days after Closing Date
8.	Registration as special management waste generator	SEDyUMA	IEG	To be obtained within <u>613</u> 90180 days after Closing Date
9.	Registration of the special management waste management plan	SEDyUMA	IEG	Obtained
10.	Land use license	Municipality of Altamira, Tamaulipas	IEG	Obtained
11.	Municipal Operation Permit	Municipality of Altamira, Tamaulipas	IEG	Obtained

v. Tamazunchale

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Comprehensive Environmental License	SEMARNAT	IETA	Obtained
2.	Forest Land Use Change Authorization	SEMARNAT	IETA	Obtained
3.	Registration as hazardous waste generator	SEMARNAT	IETA	Obtained
4.	Registration of the hazardous waste management plan	SEMARNAT	IETA	Obtained
5.	Concessions for the use and exploitation of national waters	CONAGUA	IETA	Obtained
6.	Wastewater Discharge Permit	CONAGUA	IETA	Obtained
7.	Registration as special handling waste generator	Ministry of Ecology and Environmental	IETA	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
		Management of the State of San Luis Potosi (SEGAM)		
8.	Registration of the special handling waste management plan	SEGAM	IETA	Obtained
9.	Operation permits of pressurized vessels and boilers	STPS	IETA	Obtained
10.	Registration and CURR of the SASISOPA	ASEA	IETA	To be obtained Obtained within 90 270 days after Closing Date
11.	SASISOPA Approval	ASEA	IETA	To be obtained within 90 644 days after Closing Date
12.	Emergency Response Protocols Authorization	ASEA	IETA	To be obtained within 90 644 days after Closing Date
13.	Program for the Prevention and Comprehensive Control of Methane Emissions (PPCIEM)	ASEA	IEA	Obtained
14.	Certificate of approval of the internal civil protection program	Civil Protection Coordination of San Luis Potosi	IETA	Obtained
15.	Municipal Operation Permit	Municipality of Tamazunchale, SLP	IETA	Obtained

vi. Baja California III

No.	Permit	Governmental Authority	Permit Holder	Status
1	Evidence of filing of notice of assignment of the Environmental Impact and Risk Authorization from CFE in favor of IEBC	SEMARNAT	IEBC	Obtained
2	Comprehensive Environmental License	SEMARNAT	IEBC	Obtained
3	Concession for the use and occupation of the federal maritime land zone	SEMARNAT	IEBC	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
4	Concession for the use and exploitation of national water	CONAGUA	IEBC	Obtained
5	Wastewater Discharge Permit	CONAGUA	IEBC	Obtained
6	Registration as hazardous waste generator	SEMARNAT	IEBC	Obtained
7	Registration as special management waste generator	Ministry of Environment and Sustainable Development of the State of Baja California (SMADS)	IEBC	Obtained
8	Registration of the special management waste management plan	SMADS	IEBC	Obtained
9	Operation permits of pressurized vessels and boilers	STPS	IEBC	Obtained
10	Renewal of the Authorization to use assets of the public domain of the Federation consisting of federal zone	Ministry of Navy	IEBC	Obtained
11	Land Use Certificate	Municipality of Ensenada, B.C.	IEBC	Obtained
12	Certificate of approval of the internal civil protection program	Municipality of Ensenada, B.C.	IEBC	Obtained

vii. Escobedo

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Forest Land Use Change Authorization	SEMARNAT	IEE	Obtained
2.	Comprehensive Environmental License	SEMARNAT	IEE	Obtained
3.	Registration as hazardous waste generator	SEMARNAT	IEE	Obtained
4.	Wastewater discharge Permit agreement with the Municipal Operating Water Agency	SADMON	IEE	Obtained
5.	Water supply agreement with the Municipal Operating Water Agency	SADMON	IEE	Obtained
6.	Registration as special management waste generator	SMANL	IEE	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
7.	Operation permits of pressurized vessels and boilers	STPS	IEE	Obtained
8.	Certificate of approval of the internal civil protection program	Municipality of El Carmen, N.L	IEE	Obtained

viii. Topolobampo II

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Evidence of filing of notice of assignment of the Environmental Impact and Risk Authorization Power Plant (transmission line) from CFE in favor of IEN	SEMARNAT	IEN	To be filed within 60 days after Closing Date Obtained
2.	Comprehensive Environmental License	SEMARNAT	IEN	Obtained
3.	Registration as hazardous waste generator	SEMARNAT	IEN	Obtained
4.	Registration of the hazardous waste management plan	SEMARNAT	IEN	Obtained
5.	Registration as special management waste generator	Ministry of Environment and Natural Resources of the State of Sinaloa (SEDESU)	IEN	Obtained
6.	Registration of the special management waste management plan	SEDESU	IEN	Obtained
7.	Land Use License	Municipality of Ahome, Sinaloa	IEN	Obtained
8.	Validation of the Civil Protection Internal Program	State Institute of Civil Protection of Sinaloa (IEPC)	IEN	Obtained
9.	Operation License	Municipality of Ahome, Sinaloa	IEN	Obtained

ix. Topolobampo III

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Evidence of filing of notice of assignment of the Environmental Impact and Risk Authorization from CFE in favor of IETO	SEMARNAT	IETO	Obtained
2.	Comprehensive Environmental License	SEMARNAT	IETO	Obtained
3.	Registration as hazardous waste generator	SEMARNAT	IETO	Obtained
4.	Concession for the use and exploitation of national water	CONAGUA	IETO	Obtained
5.	Registration as special management waste generator	SEDESU	IETO	Obtained
6.	Operation permits of pressurized vessels and boilers	STPS	IETO	Obtained
7.	Land Use License	Municipality of Ahome, Sinaloa	IETO	Obtained
8.	Registration of the special management waste management plan	SEDESU	IETO	Obtained
9.	Approval for crossing national bodies of water	CONAGUA	IETO	Obtained
10.	Validation of the Civil Protection Internal Program	IEPC	IETO	Obtained
11.	Operation License	Municipality of Ahome, Sinaloa	IETO	Obtained

x. La Venta III

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Forest Land Use Change Authorization	SEMARNAT	ERV	Obtained
2.	Registration as hazardous waste generator	SEMARNAT	ERV	Obtained
3.	Certificate of approval of the internal civil protection program	Civil Protection State Coordination of the State of Oaxaca	ERV	Obtained

xi. Enertek

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Comprehensive Environmental License	SEMARNAT	Enertek	Obtained
2.	Registration as hazardous waste generator	SEMARNAT	Enertek	Obtained
3.	Concession for the use and exploitation of national water	CONAGUA	Enertek	Obtained
4.	Registration as special management waste generator	Ministry of Urban Development and Environment of the State of Tamaulipas (SEDyUMA)	Enertek	Obtained
5.	Wastewater Discharge Permit	SEDyUMA	Enertek	Obtained
6.	Operation permits of pressurized vessels and boilers	STPS	Enertek	Obtained
7.	Certificate of approval of the internal civil protection program	Civil Protection State Coordination of Tamaulipas	Enertek	Obtained
8.	Municipal Operation Permit	Urban Development Office of the Municipality of Altamira	Enertek	Obtained

xii. Tamazunchale II

No.	Permit	Governmental Authority	Permit Holder	Status
1.	Comprehensive Environmental License	SEMARNAT	TE	Obtained
2.	Forest Land Use Change Authorization	SEMARNAT	TE	Obtained
3.	Registration as hazardous waste generator	SEMARNAT	TE	Obtained
4.	Wastewater Discharge Permit	CONAGUA	TE	Obtained
5.	Concession for the use and exploitation of national water	CONAGUA	TE	Obtained
6.	Registration as special management waste generator	SEGAM	TE	Obtained
7.	Operation permits of pressurized vessels and boilers	STPS	TE	Obtained

No.	Permit	Governmental Authority	Permit Holder	Status
8.	Certificate of approval of the internal civil protection program	Civil Protection State Coordination of the State of San Luis Potosí (CPO)	TE	Obtained
9.	Civil Protection safety measures approval	CPO	TE	Obtained
10.	Concession for the use and occupation of national bodies of water	CONAGUA	TE	Obtained
11.	Municipal Operation Permit	Municipality of Tamazunchale, SLP	TE	Obtained

APPENDIX B

Schedule 4.9 of the Common Terms Agreement

[See Attached]

Schedule 4.9 – PART II
Difficult Land Rights

A. TPD Noroeste Topolobampo II, S.A. de C.V. (formerly Iberdrola Energía Noroeste, S.A. de C.V.)

- | | |
|---|---------------------------------------|
| 1. Public Deed number 11,558, dated September 19, 2016, granted before Lic. Jorge Benjamín Raygoza González, Notary Public number 74 of Sinaloa, which contains the real estate purchase and real estate rights assignment agreement in partial execution of the Trust, entered into between Banco Nacional de Obras y Servicios Públicos, S.N.C., a Institución de Banca de Desarrollo, as trustee of CFE Trust, known as CFE Trust, as seller, and TPD Noroeste Topolobampo II, S.A. de C.V. (formerly Iberdrola Energía Noroeste, S.A. de C.V.), as buyer, with the appearance of CFE. | Schedule
4.9
(VI)(3) to
(7) |
| 2. Public Deed number 11,814, dated June 8, 2017, granted before Lic. Jorge Benjamín Raygoza González, Notary Public number 74 of Sinaloa, which contains the agreement for the assignment of real estate rights in partial execution of the Trust, entered into between Banco Nacional de Obras y Servicios Públicos, S.N.C., a Institución de Banca de Desarrollo, as trustee of CFE Trust, known as CFE Trust, in favor of TPD Noroeste Topolobampo II, S.A. de C.V. (formerly Iberdrola Energía Noroeste, S.A. de C.V.), with the appearance of CFE. | Schedule
4.9
(VI)(8) to
(16) |
| 3. Public Deed number 12,712, dated April 2, 2020, granted before Lic. Jorge Benjamín Raygoza González, Notary Public number 74 of Sinaloa, which contains the real estate purchase agreement entered into between Silvia Rivera Favela, with the appearance of Manuel Galaviz Ayala, as seller, and TPD Noroeste Topolobampo II, S.A. de C.V. (formerly Iberdrola Energía Noroeste, S.A. de C.V.), as buyer. | Schedule
4.9 (VI)
(17) |
| 4. Public Deed number 14,992, dated April 26, 2021, granted before Licenciada Beatriz Malacón Hallal, Notary Public number 158 of Sinaloa, which contains the easement agreement entered into between Jesús Eduardo Beltrán Armenta in favor of TPD Noroeste Topolobampo II, S.A. de C.V. (formerly Iberdrola Energía Noroeste, S.A. de C.V.) | Schedule
4.9 (VI)
(18) |
| 5. Easement Agreement dated May 21, 2020, entered into between the Ejido Higuera de los Natosches and Iberdrola Energía Topolobampo, S.A. de C.V. and TPD Noroeste Topolobampo II, S.A. de C.V. (formerly Iberdrola Energía Noroeste, S.A. de C.V.) | Schedule
4.9 (VI)
(19) |

6. Deed number 13,322 dated December 20, 2018, granted by Attorney Beatriz Malacón Hallal, Notary Public number 158 of the State of Sinaloa, Mexico. This deed contains a lease agreement entered into by Martin Janoio Robles Arce as lessor and TPD Noroeste Topolobampo II, S.A. de C.V. (formerly Iberdrola Energía Noroeste, S.A. de C.V.), as lessee. Schedule 4.9 (VI) (20)
- B. Enertek, S.A. de C.V.**
7. Public Deed number 1,885, dated December 27, 1997, granted before Lic. José Luis Ortiz Torres, Notary Public number 263 of Tamaulipas, which contains the real estate purchase agreement entered into between Inmobiliaria Petrocel, S.A. de C.V., as seller, and Enertek, S.A. de C.V., as buyer. Schedule 4.9 (VII)(2)
- C. NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.)**
8. Public Deed number 31,056, dated January 29, 2016, granted before Lic. Gustavo Escamilla Flores, Notary Public number 26 of Nuevo León, which contains the real estate purchase and assignment of property rights agreement executed in partial execution of Trust, entered into between Banco Nacional de Obras y Servicios Públicos, S.N.C., Institución de Banca de Desarrollo, as trustee of the CFE Trust, as seller, and NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.), as buyer, with the appearance of CFE. Schedule 4.9 (VIII)(1) to (15)
9. Public Deed number 32,244, dated July 27, 2016, granted before Lic. Rodrigo Rodin de la Garza Sepúlveda, Substitute Notary Public assigned to Notary 26, of which Lic. Gustavo Escamilla Flores is the titular notary public number 26 of Nuevo León, which contains the assignment of real estate rights in partial execution of Trust, entered into between Banco Nacional de Obras y Servicios Públicos, S.N.C., Institución de Banca de Desarrollo, as trustee of the CFE Trust, as assignor, and NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.), as buyer, with the appearance of CFE. Schedule 4.9 (VIII)(16) and (17)
10. Lease Agreement, dated August 30, 2019, executed between Raúl Vargas Cura and Mireya Araceli Saldaña Alonso, as lessors, and NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.), as lessee. Schedule 4.9 (VIII)(18)

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| 11. Lease Agreement, dated August 18, 2017, executed between YATAY, S. de R.L. de C.V., as lessor, and NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.), as lessee. | Schedule 4.9
(VIII)(19) |
| 12. Public Deed number 8,614, dated December 1, 2017, granted before Lic. Jorge Iván Pedraza Rodríguez, substitute notary public for Lic. Raúl Ricardo Pedraza Rodríguez, notary public number 2 of Nuevo León, which contains the voluntary easement agreement granted by Airport Technology Park, S.A. de C.V., in favor of NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.) | Schedule 4.9
(VIII)(20) and
(21) |
| 13. Lease Agreement, dated March 1, 2019, executed between Fernando Lozano Lozano, as lessor, and NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.), as lessee. | Schedule 4.9
(VIII)(22) |
| 14. Lease Agreement, dated March 1, 2019, executed between Jaime Gerardo de León Garza, as lessor, and NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.), as lessee. | Schedule 4.9
(VIII)(23) |
| 15. Lease Agreement, dated March 1, 2019, executed between Alfredo Villareal Elizondo, as lessor, and NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.), as lessee. | Schedule 4.9
(VIII)(24) |
| 16. Public Deed number 227, dated June 13, 2018, granted before Licenciada Claudia Valdes Cabello, notary public number 20 of Nuevo León, which contains the voluntary onerous easement agreement granted by Davisa Parques Industriales, S.A. de C.V., in favor of NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.) | Schedule 4.9
(VIII)(25) and
(26) |
| 17. Public Deed number 228, dated June 13, 2018, granted before Licenciada Claudia Valdes Cabello, notary public number 20 of Nuevo León, which contains the voluntary onerous easement agreement granted by Davisa Parques Industriales, S.A. de C.V., in favor of NRS Noreste Escobedo, S.A. de C.V. (formerly Iberdrola Energía Escobedo, S.A. de C.V.) | Schedule 4.9
(VIII)(27) |
| D. TBT Topolobampo III, S.A. de C.V. (formerly Iberdrola Energía Topolobampo, S.A. de C.V.) | |
| 18. Public Deed number 11,974, dated November 14, 2017, granted before Lic. Jorge Benjamín Raygoza González, Notary Public number 74 of Sinaloa, which contains the real estate purchase and assignment of property rights agreement executed in partial execution of Trust, entered into between Banco Nacional de Obras y Servicios Públicos, S.N.C., Institución de Banca de Desarrollo, as trustee of the | Schedule 4.9
(IX)(3) to (10) |

CFE Trust, as seller, and TBT Topolobampo III, S.A. de C.V. (formerly Iberdrola Energía Topolobampo, S.A. de C.V.), as buyer, with the appearance of CFE.

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| 19. Easement Agreement dated May 21, 2020, entered into between the Ejido Higuera de los Natosches and TBT Topolobampo III, S.A. de C.V. (formerly Iberdrola Energía Topolobampo, S.A. de C.V.), and Iberdrola Energía Noroeste, S.A. de C.V. | Schedule 4.9
(IX)(11) |
| 20. Public Deed number 12,289, dated October 24, 2018, granted before Lic. Jorge Benjamín Raygoza González, Notary Public number 74 of Sinaloa, which contains the real estate rights assignment agreement executed in partial execution of Trust, entered into between Banco Nacional de Obras y Servicios Públicos, S.N.C., Institución de Banca de Desarrollo, as trustee of the CFE Trust, as assignor, and TBT Topolobampo III, S.A. de C.V. (formerly Iberdrola Energía Topolobampo, S.A. de C.V.), as assignee, with the appearance of CFE. | Schedule 4.9
(IX)(12) |
| 21. Public Deed number 2,650, dated December 11, 2018, granted before Lic. Ricardo Sibrián Vega, Notary Public number 217 of Sinaloa, which contains the easement agreement granted by Martín Guadalupe López Mendivil in favor of TBT Topolobampo III, S.A. de C.V. (formerly Iberdrola Energía Topolobampo, S.A. de C.V.) | Schedule 4.9
(IX)(13) |

E. Iberdrola Energía Monterrey, S.A. de C.V.

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| 22. Public Deed number 55,852, dated December 17, 1999, granted before Lic. Carlos Montaña Pedraza, Notary Public number 130 of Nuevo León, which contains the real estate purchase agreement executed between CFE, as seller, and Iberdrola Energía Monterrey, S.A. de C.V., as buyer. | Schedule 4.9
(X)(1) |
| 23. Public Deed number 6,347, dated December 19, 2014, granted before Lic. Raúl Ricardo Pedraza Rodríguez, Notary Public number 2 of Nuevo León, which contains the real estate purchase agreement executed between Juan Antonio Leos Pérez, with the appearance of his wife, Mrs. María de la Luz Martínez Méndez, as seller, and Iberdrola Energía Monterrey, S.A. de C.V., as buyer. | Schedule 4.9
(X)(2) |
| 24. Public Deed number 7,620, dated September 22, 2016, granted before Lic. Jorge Iván Pedraza Rodríguez, substitute Notary Public for Lic. Raúl Ricardo Pedraza Rodríguez, Notary Public number 2 of Nuevo León, which contains: (i) a pure and simple donation agreement of real estate executed between CFE, as donor, and Iberdrola Energía Monterrey, S.A. de C.V., as donee; and (ii) a free-of- | Schedule 4.9
(X)(3) and (4) |

charge easement agreement executed between Iberdrola Energía Monterrey, S.A. de C.V., in favor of CFE.

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| 25. Public deed number 111,106, dated January 18, 2002, granted before Lic. Jesús Montaña García, Notary Public number 60 of Nuevo León, which contains: the ratification of the easement agreement entered into by (i) UCAR Carbón Mexicana, S.A. de C.V., as owner of the servient estate, and (ii) Iberdrola Energía Monterrey, S.A. de C.V., as owner of the dominant estate. | Schedule 4.9
(X)(5) |
| 26. Public Deed number 62,312, dated February 27, 2002, granted before Lic. Jesús Montaña Pedraza, Notary Public number 60 of Nuevo León, which contains: the easement agreement entered into by (i) Sergio Sepúlveda Yamallel, as owner of the servient estate, and (ii) Iberdrola Energía Monterrey, S.A. de C.V., as owner of the dominant estate. | Schedule 4.9
(X)(6) |
| 27. Public Deed number 62,313, dated February 27, 2002, granted before Lic. Jesús Montaña Pedraza, Notary Public number 60 of Nuevo León, which contains: the easement agreement entered into by (i) Oscar Juan Sepúlveda Garza and his wife Ma. del Carmen Yamallel de Sepúlveda, as owners of the servient estate, and (ii) Iberdrola Energía Monterrey, S.A. de C.V., as owner of the dominant estate. | Schedule 4.9
(X)(7) |
| 28. Public Deed number 60,314, dated February 27, 2002, granted before Lic. Jesús Montaña Pedraza, Notary Public number 60 of Nuevo León, which contains: the easement agreement entered into by (i) Oscar Juan Sepulveda Garza and Ma. del Carmen Yamallel de Sepúlveda, as owners of the servient estate, and (ii) Iberdrola Energía Monterrey, S.A. de C.V., as owner of the dominant estate. | Schedule 4.9
(X)(8) |
| 29. Public Deed number 64,019, dated September 18, 2002, granted before Lic. Jesús Montaña Pedraza, Notary Public number 60 of Nuevo León, which contains: the easement agreement entered into by (i) Grupo Ro-Cha, as owner of the servient estate, and (ii) Iberdrola Energía Monterrey, S.A. de C.V., as owner of the dominant estate. | Schedule 4.9
(X)(9) |
| 30. Public Deed number 60,533, dated July 31, 2001, granted before Lic. Jesús Montaña Pedraza, Notary Public number 60 of Nuevo León, which contains: the easement agreement entered into by (i) Celia María Santos Davila, as owner of the servient estate, and (ii) Iberdrola Energía Monterrey, S.A. de C.V., as owner of the dominant estate. | Schedule 4.9
(X)(10) |

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| 31. | Public Deed number 60,534, dated July 31, 2001, granted before Lic. Jesús Montaña Pedraza, Notary Public number 60 of Nuevo León, which contains: the easement agreement entered into by (i) Juan Porte Muris and his wife Imperia Gloria Vela Garza de Porte, as owners of the servient estate, and (ii) Iberdrola Energía Monterrey, S.A. de C.V., as owner of the dominant estate. | Schedule 4.9
(X)(11) |
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| F. Energías Renovables Venta III, S.A. de C.V. | | |
| 32. | Public Deed Number 21,896, dated February 14, 2012, granted before Notary Public Lic. Aurelia Benítez Castillejos, Notary Public Number 77 of Oaxaca, which contains the usufruct agreement entered into between Esteban Rios Cruz, as holder of the plot, and Venta III, as usufructuary. | Schedule 4.9
(XI)(10) |
| 33. | Public Deed Number 17,805, dated October 24, 2009, granted before Notary Public Lic. Aurelia Benítez Castillejos, Notary Public Number 77 of Oaxaca, which contains the usufruct agreement entered into between Margarita Toledo Guzmán, as holder of the plot, and Venta III, as usufructuary. | Schedule 4.9
(XI)(19) |
| 34. | Public Deed Number 17,835, dated October 28, 2009, granted before Notary Public Lic. Aurelia Benítez Castillejos, Notary Public Number 77 of Oaxaca, which contains the usufruct agreement entered into between Esteban Rios Rios, as holder of the plot, and Venta III, as usufructuary. | Schedule 4.9
(XI)(26) |
| 35. | Public Deed number 35,482, dated August 29, 2016, granted before Lic. María de la Luz Emeilia Martínez Carballido, Notary Public number 41 of Oaxaca, which contains the amendment agreement to the usufruct contract entered into between the Owners of the Plots (as defined in said deed) and Venta III. | Schedule 4.9
(XI)(51) |
| 36. | Public Deed number 18,003, dated November 7, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the usufruct agreement entered into between Eglá López Cruz, as owner of the plot, and Venta III, as usufructuary. | Schedule 4.9
(XI)(81) |
| 37. | Public Deed number 18,018, dated November 9, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the usufruct agreement entered into between Germán Santiago Jiménez, as owner of the plot, and Venta III, as usufructuary. | Schedule 4.9
(XI)(98) |

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| 38. Public Deed number 17,988, dated November 7, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the usufruct agreement entered into between Jesús Gómez Antonio, as owner of the plot, and Venta III, as usufructuary. | Schedule 4.9
(XI)(111) |
| 39. Public Deed number 17,873, dated November 3, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the usufruct agreement entered into between Gricel Calderón Celaya, as owner of the plot, and Venta III, as usufructuary. | Schedule 4.9
(XI)(115) |
| 40. Public Deed number 17,875, dated November 3, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the usufruct agreement entered into between Ramón Aguilar Ramírez, as owner of the plot, and Venta III, as usufructuary. | Schedule 4.9
(XI)(116) |
| 41. Public Deed number 17,371, dated July 28, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Cesar Castillo Antonio, as owner of the servient property, and the CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(118) |
| 42. Public Deed number 17,407, dated August 5, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Reynaldo Ordaz Manuel, as owner of the servient property, and the CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(119) |
| 43. Public Deed number 17,408, dated August 5, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Reyna Carrasco Desales, as owner of the servient property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(128) |
| 44. Public Deed number 15,797, dated October 2, 2008, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Daniel Manuel Santiago, as owner of the servient property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(140) |

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| 45. Public Deed number 15,832, dated October 7, 2008, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Rosa Idalia Marcial Marín, as owner of the servient property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(143) |
| 46. Public Deed number 15,839, dated October 7, 2008, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Fernando García Ríos and Fernando García Santiago, as owners of the servient property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(144) |
| 47. Public Deed number 15,838, dated October 1, 2008, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Eira Moya Castillejos, as owner of the servient property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(146) |
| 48. Public Deed number 15,829, dated October 7, 2008, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Grisel Calderón Celaya, as owner of the servient property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(150) |
| 49. Public Deed number 15,757, dated September 30, 2008, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Ramon Aguilar Ramírez, as owner of the servient property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(151) |
| 50. Public Deed number 15,752, dated November 30, 2008, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Saul Morales Antonio, as owner of the servient property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(154) |
| 51. Public Deed number 17,431, dated August 13, 2009, granted before Lic. Aurelia Benítez Castillejos, Notary Public number 77 of Oaxaca, which contains the easement agreement entered into between Amada García Santiago, as owner of the servient solar property, and CFE Trust, as owner of the dominant property. | Schedule 4.9
(XI)(173) |

APPENDIX C

Schedule 5.2(g) of the Common Terms Agreement

[See attached.]

SCHEDULE 5.2(g)
TO COMMON TERMS AGREEMENT

THIRD-PARTY CONSENTS

Third Party Consents

A. Monterrey I, II, III & IV

No.	Energy Agreements	Requirement for the assignment of receivables and for creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>) No. PIF-011/99, dated September 22, 1999, entered into by and between IEM and CFE.	Authorization from CFE	To be obtained on or prior to Closing Date
2.	MEM Representation Agreement to be entered into by and between IEM and Ammper Generación, S.A.P.I. de C.V. (<i>Monterrey I and II</i>).	Notice to Ammper Generación, S.A.P.I. de C.V	To be delivered on or prior to Closing Date
3.	MEM Representation agreement for entities that generate electricity in the wholesale electricity market, to be entered into by and between IEM, as principal, and Iberdrola Generación, S.A. de C.V., as representative (<i>Monterrey III and Monterrey IV</i>).	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date

4.	Hedge agreement for the purchase and sale of power and electric energy, to be entered into by and between Iberdrola Generación, S.A. de C.V., as supplier, and IEM, as generator (<i>Monterrey III</i>).	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
5.	Hedge agreement for the purchase and sale of power and electric energy, to be entered into by and between Iberdrola Generación, S.A. de C.V., as supplier, and IEM, as generator (<i>Monterrey IV</i>).	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
	Fuel/Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
6.	Contract for the Sale and Purchase of Natural Gas, dated March 15, 2000, entered into between IEM, as client, and Pemex TRI, as supplier.	Consent from Pemex TRI	On or before April 30, 2025
7.	Base Contract for Natural Gas Supply No. GV-CE IEM 01/2001, dated March 2, 2001, entered into between IEM, as purchaser, and Pemex TRI, as supplier.	Consent from Pemex TRI	On or before
	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
8.	Service agreement for the maintenance of equipment of equipment and support for the operation of 4 groups of the combined cycle thermal power plant, dated March 25, 2002,	Consent from Alstom Power México	On or before April 30, 2025

	entered into by and between Alstom Power O&M Ltd., as supplier and the Company, as client.		
9.	Agreement for the supply of spare parts for the maintenance of equipment and support for the operation of 4 groups of the combined cycle thermal power plant, dated March 25, 2002.	Consent from Alstom Power México	On or before April 30, 2025
10.	Agreement for the execution of the contract and performance bond, dated March 25, 2002, entered into by and between Alstom Power O&M Ltd and the Company.	Consent from Alstom Power O&M	On or before April 30, 2025
11.	Agreement for the supply of spare parts and services for the maintenance of equipment and support for the operation of the 4 groups of the Monterrey combined cycle thermal power plant, dated June 30, 2014, entered into by and among Alstom Power International Inc., as supplier, Alstom Mexicana, S.A. de C.V., as contractor, and the Company.	Consent from Alstom Power International Inc., and Alstom Mexicana, S.A. de C.V.	On or before April 30, 2025
6.	Transition Services Agreement to be entered into by and among IEM, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date
	Power Generation Permit	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion

7.	Power Generation Permit Num. E/205/GEN/2002, dated November 17, 2023, granted by CRE to IEM.	Notice to CRE	To be delivered on or prior to Closing Date
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B. Altamira III & IV

No.	Energy Agreements	Requirement for the assignment of receivables and for creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>) No. PIF-001/2001, dated January 30, 2001, entered into by and between IEA and CFE.	Authorization from CFE	To be obtained on or prior to Closing Date
2.	MEM Representation Agreement to be entered into by and between IEA and Ammper Generación, S.A.P.I. de C.V.	Notice to Ammper Generación, S.A.P.I. de C.V.	To be delivered on or prior to Closing Date
	Fuel/Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	Base Contract for Natural Gas Supply (<i>Acuerdo Base para el Suministro de Gas Natural</i>), dated December 13, 2001, entered into by and	Consent from Pemex TRI	

	between IEA, as client, and Pemex TRI, as supplier.		On or before April 30, 2025
4.	Base Contract for Natural Gas Supply (Acuerdo Base para el Suministro de Gas Natural), dated January 20, 2023, entered into by and between IEA, as purchaser, and BP Energía México, S. de R.L. de C.V., as seller.	Consent from BP Energía México, S. de R.L. de C.V.	On or before
	Power Generation Permits	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	Permit with Unique Generation Capacity Num. E/1523/GEN/2015, dated November 7, 2023, granted by CRE to IEA.	Notice to CRE	To be delivered on or prior to Closing Date
	Permit for the Transportation of Gas for Own Use	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
6.	Permit for the Transportation of Gas for Own Use Num. G/133/TUP/2003, dated January 17, 2003, granted to IEA.	Authorization from CRE	On or before April 30, 2025
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights and for the creation of a Lien	Term for Completion

		(Asset Guaranty Trust Agreement)	
7.	Lease agreement, dated December 1, 2004, between Empresa Vopak Terminals México, S.A. de C.V., as landlord, and IEA, as tenant.	Consent from the property's owner (Vopak Terminals México, S.A. de C.V.)	On or before April 30, 2025
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights and for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
8.	Lease agreement, dated February 15, 2016, by and between Administración Portuaria Integral de Altamira, S.A. de C.V., as landlord, and IEA, as tenant.	Consent from land's concessionaire (Administración Portuaria Integral de Altamira, S.A. de C.V.)	On or before April 30, 2025
9.	Area use agreement, dated August 10, 2001, entered into by IEA, and Administración Portuaria Integral de Altamira, S.A. de C.V.	Consent from land's concessionaire (Administración Portuaria Integral de Altamira, S.A. de C.V.)	On or before April 30, 2025
	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
4.	Transition Services Agreement to be entered into by and among IEM, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V.,	To be delivered on or prior to Closing Date

	Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	
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C. La Laguna

No.	Energy Agreements	Requirement for the assignment of receivables and for the creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>) No. PIF-014/2001, dated August 29, 2002, entered into by and between IEL and CFE.	Authorization from CFE	To be obtained on or prior to Closing Date
2.	MEM Representation Agreement to be entered into by and between IEL and Ammper Generación, S.A.P.I. de C.V.	Notice to Ammper Generación, S.A.P.I. de C.V	To be delivered on or prior to Closing Date
	Fuel/Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion

3.	Base Contract for Natural Gas Supply, dated July 15, 2004, entered into by and between IEL, as purchaser and Pemex TRI, as supplier.	Consent from Pemex TRI	On or before April 30, 2025
	Power Generation Permits	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	Power Generation Permit Num. E/889/GEN/2011, dated November 7, 2023, granted by CRE to IEL.	Notice to CRE	To be delivered on or prior to Closing Date
	Permit for the Transportation of Gas for Own Use	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
5.	Permit for the Transportation of Gas for Own Use Num. G/153/TUP/2004, dated July 8, 2004, granted to IEL in terms of Resolution Num. RES/192/2004.	Authorization from CRE	On or before April 30, 2025
	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
4.	Transition Services Agreement to be entered into by and among IEM, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V.,	To be delivered on or prior to Closing Date

	Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	
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D. Altamira V

No.	Energy Agreements	Requirement for the assignment of Receivables and for the creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>) No. PIF-021/2003, entered into by and between IEG and CFE, dated November 18, 2003.	Authorization from CFE	To be obtained on or prior to Closing Date
2.	MEM Representation Agreement to be entered into by and between IEG, and Ammpen Generación, S.A.P.I. de C.V.	Notice to Ammpen Generación, S.A.P.I. de C.V.	To be delivered on Closing Date
	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	CFE Producer Fuel Agreement (Contrato de Combustible — Comisión Productor), dated	Consent from CFE	Within 90 days

	November 18, 2003, entered into by and between IEG, as client, and CFE, as supplier.		following the Closing Date On or before April 30, 2025
4.	Base Natural Gas Sale and Purchase Agreement, (Contrato Marco para la Venta y Compra de Gas Natural) dated January 20, 2023, entered into by and between IEG, as purchaser and BP Energía México, S. de R.L. de C.V., as seller.	Consent from BP Energía México, S. de R.L. de C.V.	On or before April 30, 2025
5.	Gas Interconnection Agreement, dated July 23, 2019, entered into by and between IEG and Infraestructura Marina del Golfo, S. de R.L. de C.V.	Consent from Infraestructura Marina del Golfo, S. de R.L. de C.V.	On or before April 30, 2025
	Power Generation Permits	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	Power Generation Permit Num. E/1524/GEN/2015, dated November 7, 2023, granted by CRE to IEG.	Notice to CRE	To be delivered on or prior to Closing Date
	Real Estate Agreements	Requirement for the creation of a Lien (Asset Guaranty Trust Agreement)	Term for Completion
7.	Area use agreement, dated May 31, 2007, entered into by IEA, and Administración Portuaria Integral de Altamira, S.A. de C.V.	Consent from land's concessionaire (Administración Portuaria Integral de	On or before April 30, 2025

		Altamira, S.A. de C.V.)	
	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
4.	Transition Services Agreement to be entered into by and among IEG, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date

E. Tamazunchale

No.	Energy Agreements	Requirement for the assignment of Receivables and for the creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>)	Authorization from CFE	To be obtained on or prior to Closing Date

	No. PIF-023/2004, dated July 30, 2004, entered into by and between IETA and CFE.		
2.	MEM Representation Agreement to be entered into by and between IETA and to Ammper Generación, S.A.P.I. de C.V.	Notice to Ammper Generación, S.A.P.I. de C.V.	To be delivered on or prior to Closing Date
	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	CFE-Producer Fuel Agreement (<i>Contrato de Combustible Comisión-Productor</i>), dated July 30, 2004, entered into by and between IETA, as client, and CFE, as supplier.	Consent from CFE	On or before April 30, 2025
4.	Base Natural Gas Sale and Purchase Agreement, (<i>Contrato Marco para la Venta y Compra de Gas Natural</i>) dated January 20, 2023, entered into by and between IETA, as purchaser and BP Energía México, S. de R.L. de C.V., as seller.	Consent from BP Energía México, S. de R.L. de C.V.	On or before April 30, 2025
	Power Generation Permits	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
4.	Permit with Unique Generation Capacity Num. E/947/GEN/2012, dated November 7, 2023, granted by CRE to IETA.	Notice to CRE	To be delivered on or prior to Closing Date

	Permit for the Transportation of Gas for Own Use	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
6.	Permit for the Transportation of Gas for Own Use Num. G/1193/TUP/2006, granted to IETA by CRE.	Authorization from CRE	On or before April 30, 2025
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
7.	Easement agreement for the installation and operation of a gas pipeline, dated March 7, 2007, entered into by and between Transportadora de Gas Natural de la Huasteca, S. de R.L. de C.V., as owner, and IETA, as evidenced by public deed number 78,069, dated March 7, 2007, granted before notary public number 31 of Mexico City.	Consent from the property's owner (Transportadora de Gas Natural de la Huasteca, S. de R.L. de C.V.)	On or before April 30, 2025
8.	Usufruct agreement, dated December 15, 2004, entered into by and between Protama, S.A. de C.V., as owner, and IETA, as beneficiary, as evidenced by public deed number 70,770, dated December 15, 2004, granted before Miguel Alessio Robles, notary public number 19 of Mexico City.	Consent from the property's owner (Protama, S.A. de C.V.)	On or before April 30, 2025
	Services Agreements	Requirement for the creation of a Lien	Term for Completion

		(Non-Possessory Pledge Agreement)	
5.	Transition Services Agreement to be entered into by and among IEG, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date

F. Baja California III

No.	Energy Agreements	Requirement for the assignment of receivables and for the creation of a Lien (Asset Guaranty Trust Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>) No. PIF-001/2014, dated January 20, 2014, entered into by and between IEBC and CFE.	Authorization from CFE	To be obtained on or prior to Closing Date
2.	MEM Representation Agreement for entities that generate electricity in the wholesale electricity market, to be entered into by and between IEBC, as principal, and Iberdrola Generación, S.A. de C.V., as representative.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date

3.	Hedge agreement for the purchase and sale of power and electric energy, to be entered into by and between Iberdrola Generación, S.A. de C.V., as supplier, and IEBC, as generator.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
4.	CFE-Producer Fuel Agreement (<i>Contrato de Combustible Comisión-Productor</i>), dated January 20, 2014, entered into by and between IEBC, as client, and CFE, as supplier.	Consent from CFE	On or before April 30, 2025
5.	Gas Interconnection Agreement, dated June 14, 2016, entered into by and between IEBC and Gasoducto Rosarito, S. de R.L. de C.V.	Consent from Gasoducto Rosario, S. de R.L. de C.V.	On or before April 30, 2025
5.	Natural Gas Supply Agreement (<i>Contrato de Suministro de Gas Natural</i>), entered into by and between CF Energía, S.A. de C.V., as supplier, and IEBC, as purchaser, dated July 31, 2019, as amended on July 28, 2022 and December 23, 2022.	Consent from CFE	On or before April 30, 2025
	Power Generation Permits	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
6.	Permit with Unique Generation Capacity Num. E/1757/GEN2016, dated March 10, 2016, granted by CRE to IEBC.	Notice to CRE	To be delivered on

			or prior to Closing Date
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
8.	Lease agreement, dated October 25, 2016, entered into by and between Margarita Ortega Madrid, as landlord and IEBC, as tenant, with the appearance of Iberdrola Energía Altamira de Servicios, S.A. de C.V., as guarantor.	Consent from the property's owner (Margarita Ortega Madrid) and from Iberdrola Energía Altamira de Servicios, S.A. de C.V.	On or before April 30, 2025
7.	Voluntary, continuous and apparent easement agreement (<i>servidumbre</i>), granted by Energía Costa Azul, S. de R.L. de C.V. in favor of IEBC, as evidenced in public deed number 80,144, dated July 8, 2014, granted before Lic. Lorena Gutiérrez de la Peña, notary public number 7 of Baja California.	Consent from the property's owner (Energía Costa Azul, S. de R.L. de C.V.)	On or before April 30, 2025
8.	Voluntary, continuous and apparent easement agreement (<i>servidumbre</i>), granted by Energía Costa Azul, S. de R.L. de C.V. in favor of IEBC, as evidenced in public deed number 80,143, dated July 8, 2014, granted before Lic. Lorena Gutiérrez de la Peña, notary public number 7 of Baja California.	Consent from the property's owner (Energía Costa Azul, S. de R.L. de C.V.)	On or before April 30, 2025
	Services Agreements	Requirement for the creation of a Lien	Term for Completion

		(Non-Possessory Pledge Agreement)	
9.	Transition Services Agreement to be entered into by and among IEG, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date

G. Escobedo

No.	Energy Agreements	Requirement for the assignment of Receivables and for creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>) No. PIF-033/2015, dated October 20, 2015, entered into by and between IEE and CFE.	Authorization from CFE	To be obtained on or prior to Closing Date

2.	MEM Representation Agreement for entities that generate electricity in the wholesale electricity market, to be entered into by and between IEE, as principal, and Iberdrola Generación, S.A. de C.V., as representative.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
3.	Hedge agreement for the purchase and sale of power and electric energy, to be entered into by and between Iberdrola Generación, S.A. de C.V., as supplier, and IEE, as generator.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
Fuel / Gas Agreements		Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
4.	CFE-Producer Fuel Agreement (<i>Contrato de Combustible Comisión-Productor</i>) entered into by and between IEE, as client, and CFE, as supplier, dated October 20, 2015.	Authorization from CFE	On or before April 30, 2025
5.	Gas Interconnection Agreement, dated December 20, 2017, entered into by and between IEE, and Midstream de México, S. de R.L. de C.V.	Consent from Midstream de México, S. de R.L. de C.V.	On or before April 30, 2025
Power Generation Permits		Requirement for the creation of a Lien	Term for Completion

		(Non-Possessory Pledge Agreement)	
5.	Power Generation Permit Num. E/2014/GEN/2018, dated February 1, 2018, granted by CRE to IEE.	Notice to CRE	To be delivered on or prior to Closing Date

H. Topolobampo II

No.	Energy Agreements	Requirement for the assignment of receivables and for creation of the Collateral (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>) No. PIF-006/2016, dated April 22, 2016, entered into by and between IEN and CFE.	Authorization from CFE	To be obtained on or prior to Closing Date
2.	MEM Representation Agreement for entities that generate electricity in the wholesale electricity market, to be entered into by and between IEN, as principal, and Iberdrola Generación, S.A. de C.V., as representative.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
3.	Hedge agreement for the purchase and sale of power and electric energy, to be entered into by	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on

	and between Iberdrola Generación, S.A. de C.V., as supplier, and IEN, as generator.		or prior to Closing Date
	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
4.	CFE-Producer Fuel Agreement (<i>Contrato de Combustible Comisión-Productor</i>), dated April 22, 2016, entered into by and between IEN, as client, and CFE, as supplier.	Consent from CFE	On or before April 30, 2025
5.	Master Agreement for the Sale and Purchase of Natural Gas, dated March 6, 2020, entered into by and between RC Energy, as supplier and IEN, as purchaser.	Consent from RC Energy, S. de R.L. de C.V.	On or before April 30, 2025
6.	Gas Interconnection Agreement, [No date], entered into by and between IEN and Gas Natural del Noroeste, S. de R.L. de C.V.	Consent from Gas Natural del Noroeste, S. de R.L. de C.V.	On or before April 30, 2025
	Power Generation Permits	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
6.	Power Generation Permit Num. E/2050/GEN/2018, dated May 31, 2018, granted by CRE to IEN.	Notice to CRE	To be delivered on or prior to Closing Date

	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
7.	Transition Services Agreement to be entered into by and among IEN, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date

I. Topolobampo III

No.	Energy Agreements	Requirement for the assignment of receivables and for the creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Agreement for the Commitment of Power Generation Capacity and Purchase and Sale of Associated Power (<i>Contrato de Compromiso de Capacidad de Generación de Energía Eléctrica y Compraventa de Energía Eléctrica Asociada</i>) No. PIF-003/2017, dated April 7, 2017, entered into by and between IETO and CFE.	Authorization from CFE	To be obtained on or prior to Closing Date

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
2.	CFE-Producer Fuel Agreement (<i>Contrato de Combustible Comisión-Productor</i>), dated April 7, 2017, entered into by and between IETO, as client, and CFE, as supplier.	Consent from CFE	On or before April 30, 2025
3.	Gas Interconnection Agreement, [No date], entered into by and between Gas Natural del Noroeste, S.A. de C.V., and IETO.	Consent from Gas Natural del Noroeste, S.A. de C.V.	On or before April 30, 2025
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
4.	Right of way easement agreement, dated December 11, 2018, entered into by and between Martín Guadalupe López Mendivil, as owner, and IETO, as evidenced in public deed number 2,650, dated December 11, 2018, granted before Lic. Ricardo Sibrián Vega, notary public number 217 of Sinaloa.	Consent from the property's owner (Martín Guadalupe López Mendivil)	On or before April 30, 2025
	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion

3.	Transition Services Agreement to be entered into by and among IETO, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date
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J. La Venta III

No.	Energy Agreements	Requirement for the assignment of Receivables and for the creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
1.	Power Purchase Agreement of Wind Generated Power (<i>Contrato de Compraventa de Energía Eléctrica de Origen Eólico</i>) No. PIF-005/2009, dated June 9, 2009, entered into by and between ERV III and CFE.	Authorization CFE	To be obtained on or prior to Closing Date
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights	Term for Completion

		(Asset Guaranty Trust Agreement)	
3.	123 usufruct agreements which are identified in Schedule 4.9.	Prior notice to property's owner	On or before April 30, 2025
4.	52 easement agreements which are identified in Schedule 4.9.	Prior notice to property's owner	On or before April 30, 2025
	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
<u>52.</u>	Transition Services Agreement to be entered into by and among ERV III, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date

K. Enertek

No.	Energy Agreements	Requirement for the assignment of receivables and for creation of the Collateral (Asset Guaranty Trust Agreement)	Term for Completion
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		and Non-Possessory Pledge Agreement)	
1.	MEM Representation Agreement for entities that generate electricity in the wholesale electricity market, to be entered into by and between Enertek, as principal, and Iberdrola Generación, S.A. de C.V., as representative.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
2.	Hedge agreement for the purchase and sale of power and electric energy, to be entered into by and between Iberdrola Generación, S.A. de C.V., as supplier, and Enertek, as generator.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
	Power Generation Permits	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	Power Generation Permit Num. E/36/GEN/96, dated November 7, 2023, granted by CRE to Enertek.	Notice to CRE	To be delivered on or prior to Closing Date
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
5.	Voluntary right of way easement agreement, dated December 6, 2002, entered into by and between Crompton Corporation, S.A. de C.V., in favor of the Enertek, as evidenced by public deed number 14,862, dated January 14, 2003, granted before notary public number 31 of Tamaulipas.	Consent from the property's owner (Crompton Corporation, S.A. de C.V.)	On or before April 30, 2025

6.	Voluntary right of way easement agreement, dated October 29, 1998, granted by Inmobiliaria Petrocel, S.A. de C.V., in favor of Enertek, as evidenced in public deed number 2,087, dated October 29, 1998, granted before notary public number 263 of Tamaulipas.	Prior notice to the owner of the property (Petrocel, S.A. de C.V.) 30 calendar days prior to the assignment.	On or before April 30, 2025
	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
4.	Transition Services Agreement to be entered into by and among Enertek, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date

L. Tamazunchale II

No.	Energy Agreements	Requirement for the assignment of receivables and for creation of the Collateral (Asset Guaranty Trust Agreement)	Term for Completion
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		and Non-Possessory Pledge Agreement)	
1.	MEM Representation Agreement for entities that generate electricity in the wholesale electricity market, to be entered into by and between TE, as principal, and Iberdrola Generación, S.A. de C.V., as representative.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
2.	Hedge agreement for the purchase and sale of power and electric energy, to be entered into by and between Iberdrola Generación, S.A. de C.V., as supplier, and TE, as generator.	Notice to Iberdrola Generación, S.A. de C.V.	To be delivered on or prior to Closing Date
	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	Natural Gas Supply Agreement, dated August 23, 2018, entered into by and between TE, as purchaser, and CFenergía, S.A. de C.V., as supplier.	Authorization from CFenergía, S.A. de C.V.	On or before April 30, 2025
4.	Gas Interconnection Agreement, dated October 15, 2021, entered into by and between the IETA and La Huasteca, S. de R.L. de C.V.	Consent from La Huesca, S. de R.L. de C.V.	On or before April 30, 2025
	Power Generation Permits	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion

5.	Power Generation Permit Num. E/2046/GEN/2018, dated May 17, 2018, granted by CRE to TE.	Notice to CRE	To be delivered on or prior to Closing Date
Services Agreements		Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
6.	Transition Services Agreement to be entered into by and among Enertek, as beneficiary, and Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V., as service providers.	Notice to Iberdrola Energía Altamira de Servicios, S.A. de C.V., Corporativo Iberdrola Renovables México, S.A. de C.V., Iberdrola Servicios Corporativos, S.A. de C.V., and Servicios de Operación Eoloeléctrica de México, S.A. de C.V.	To be delivered on or prior to Closing Date

APPENDIX D

Schedule 6.13 of the Common Terms Agreement

[See Attached]

CONTRIBUTION OF ASSETS CALENDAR

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
Enertek	The Real Estate Rights identified in Section VII (1) of Schedule 4.9 hereof, owned by Enertek, together with all Property (including any Fundamental Asset) owned by Enertek located on such Real Estate Rights.	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> +20 Business Days after the execution of the applicable Transfer Deed.
IEA	All the Real Estate Rights owned and held by IEA, together with all Property (including any Fundamental Asset) owned and held by IEA located on such Real Estate Rights, except for the Real Estate Rights,	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> +20 Business Days after the execution of the applicable Transfer Deed.

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
	derived from agreements entered into with Administración Portuaria Integral de Altamira, S.A. de C.V. identified in Section IV.4 of Schedule 4.9 hereof.			
IEBC	All the Real Estate Rights owned by IEBC, together with all Property (including Fundamental Assets) owned by IEBC located on such Real Estate Rights.	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> 120 Business Days after the execution of the applicable Transfer Deed.
IEG	All the Real Estate Rights owned and held by IEG, together with all Properties (including Fundamental Assets) owned by IEG located on such Real Estate Rights, except for the Real Estate	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> 120 Business Days after the execution of the applicable Transfer Deed.

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
	Rights, derived from agreement entered into with Administración Portuaria Integral de Altamira, S.A. de C.V. identified in Section V.2 of Schedule 4.9 hereof.			
IEL	All the Real Estate Rights (property rights) owned and held by IEL, together with all Property (including Fundamental Assets) owned by IEL located on such Real Estate Rights, except for the Real Estate Rights, if any, derived from agreement entered into with CFE identified in Section III.3 of Schedule 4.9 hereof.	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> 120 Business Days after the execution of the applicable Transfer Deed.

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
IEN	The Real Estate Rights identified in Section VI (1) and (2) of Schedule 4.9 hereof, owned by IEN, together with all Property (including Fundamental Assets) owned by IEN located on such Real Estate Rights.	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	120 <u>160</u> Business Days after the execution of the applicable Transfer Deed.
IETA	All the Real Estate Rights owned by IETA, together with all Property (including Fundamental Assets) owned by IETA located on such Real Estate Rights.	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	120 <u>160</u> Business Days after the execution of the applicable Transfer Deed.

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
IETO	All the Real Estate Rights owned by IETO, together with all Property (including Fundamental Assets) owned by IETO located on such Real Estate Rights.	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	120 <u>160</u> Business Days after the execution of the applicable Transfer Deed.
ERV	39% of all the Real Estate Rights, held by ERV (i.e. 69 of the 174 Real Estate Rights held by ERV), together with all Property (including Fundamental Assets) owned by ERV located on such Real Estate Rights.	By January 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	120 <u>200</u> Business Days after the execution of the applicable Transfer Deed.

Appendix E

Schedule 5.2(g)(bis) of the Common Terms Agreement

[See attached.]

SCHEDULE 5.2(g)(bis)
TO COMMON TERMS AGREEMENT

Pending Third Party Consents

A. Monterrey I, II, III & IV

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
1.	Contract for the Sale and Purchase of Natural Gas, dated March 15, 2000, entered into between IEM, as client, and Pemex TRI, as supplier.	Consent from Pemex TRI	On or before December 25, 2025
2.	Base Contract for Natural Gas Supply No. GV-CE-IEM-01/2001, dated March 2, 2001, entered into between IEM, as purchaser, and Pemex TRI, as supplier.	Consent from Pemex TRI	On or before December 25, 2025
	Services Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
6.	Agreement for the supply of spare parts and services for the maintenance of equipment and support for the operation of the 4 groups of the Monterrey combined cycle thermal power plant, dated June 30, 2014, entered into by and among Alstom Power International Inc., as supplier, Alstom Mexicana, S.A. de C.V., as contractor, and the Company.	Consent from Alstom Power International Inc., and Alstom Mexicana, S.A. de C.V.	On or before December 25, 2025

B. Altamira III & IV

No.	Energy Agreements	Requirement for the assignment of receivables and for creation of a Lien (Asset Guaranty Trust Agreement and Non-Possessory Pledge Agreement)	Term for Completion
Fuel / Gas Agreements		Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
1.	Base Contract for Natural Gas Supply (<i>Acuerdo Base para el Suministro de Gas Natural</i>), dated December 13, 2001, entered into by and between IEA, as client, and Pemex TRI, as supplier.	Consent from Pemex TRI	On or before December 25, 2025
2.	Base Contract for Natural Gas Supply (<i>Acuerdo Base para el Suministro de Gas Natural</i>), dated January 20, 2023, entered into by and between IEA, as purchaser, and BP Energía México, S. de R.L. de C.V., as seller.	Consent from BP Energía México, S. de R.L. de C.V.	On or before December 25, 2025
Permit for the Transportation of Gas for Own Use		Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
3.	Permit for the Transportation of Gas for Own Use Num. G/133/TUP/2003, dated January 17, 2003, granted to IEA.	Authorization from CRE	On or before December 25, 2025

	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights and for the creation of a Lien (Asset Guaranty Trust Agreement)	Term for Completion
4.	Lease agreement, dated December 1, 2004, between Empresa Vopak Terminals México, S.A. de C.V., as landlord, and IEA, as tenant.	Consent from the property's owner (Vopak Terminals México, S.A. de C.V.)	On or before April 30, 2025
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights and for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
5.	Lease agreement, dated February 15, 2016, by and between Administración Portuaria Intergal de Altamira, S.A. de C.V., as landlord, and IEA, as tenant.	Consent from land's concessionaire (Administración Portuaria Integral de Altamira, S.A. de C.V.)	On or before December 25, 2025
6.	Area use agreement, dated August 10, 2001, entered into by IEA, and Administración Portuaria Integral de Altamira, S.A. de C.V.	Consent from land's concessionaire (Administración Portuaria Intergal de Altamira, S.A. de C.V.)	On or before December 25, 2025

C. La Laguna

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
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1.	Base Contract for Natural Gas Supply, dated July 15, 2004, entered into by and between IEL, as purchaser and Pemex TRI, as supplier.	Consent from Pemex TRI	On or before December 25, 2025
	Permit for the Transportation of Gas for Own Use	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
2.	Permit for the Transportation of Gas for Own Use Num. G/153/TUP/2004, dated July 8, 2004, granted to IEL in terms of Resolution Num. RES/192/2004.	Authorization from CRE	On or before December 25, 2025

D. Altamira V

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
1.	CFE-Producer Fuel Agreement (<i>Contrato de Combustible Comisión-Productor</i>), dated November 18, 2003, entered into by and between IEG, as client, and CFE, as supplier.	Consent from CFE	On or before April 30, 2025
2.	Base Natural Gas Sale and Purchase Agreement, (<i>Contrato Marco para la Venta y Compra de Gas Natural</i>) dated January 20, 2023, entered into by and between IEG, as purchaser and BP Energía México, S. de R.L. de C.V., as seller.	Consent from BP Energía México, S. de R.L. de C.V.	On or before December 25, 2025

3.	Gas Interconnection Agreement, dated July 23, 2019, entered into by and between IEG and Infraestructura Marina del Golfo, S. de R.L. de C.V.	Consent from Infraestructura Marina del Golfo, S. de L. de C.V.	On or before April 30, 2025
	Real Estate Agreements	Requirement for the creation of a Lien (Asset Guaranty Trust Agreement)	Term for Completion
4.	Area use agreement, dated May 31, 2007, entered into by IEA, and Administración Portuaria Integral de Altamira, S.A. de C.V.	Consent from land's concessionaire (Administración Portuaria Integral de Altamira, S.A. de C.V.)	On or before December 25, 2025

E. Tamazunchale

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
1.	Base Natural Gas Sale and Purchase Agreement, (<i>Contrato Marco para la Venta y Compra de Gas Natural</i>) dated January 20, 2023, entered into by and between IETA, as purchaser and BP Energía México, S. de R.L. de C.V., as seller.	Consent from BP Energía México, S. de R.L. de C.V.	On or before December 25, 2025
	Permit for the Transportation of Gas for Own Use	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion

2.	Permit for the Transportation of Gas for Own Use Num. G/1193/TUP/2006, granted to IETA by CRE.	Authorization from CRE	On or before December 25, 2025
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
3.	Easement agreement for the installation and operation of a gas pipeline, dated March 7, 2007, entered into by and between Transportadora de Gas Natural de la Huasteca, S. de R.L. de C.V., as owner, and IETA, as evidenced by public deed number 78,069, dated March 7, 2007, granted before notary public number 31 of Mexico City.	Consent from the property's owner (Transportadora de Gas Natural de la Huasteca, S. de R.L. de C.V.)	On or before December 25, 2025
4.	Usufruct agreement, dated December 15, 2004, entered into by and between Protama, S.A. de C.V., as owner, and IETA, as beneficiary, as evidenced by public deed number 70,770, dated December 15, 2004, granted before Miguel Alessio Robles, notary public number 19 of Mexico City.	Consent from the property's owner (Protama, S.A. de C.V.)	On or before December 25, 2025

F. Baja California III

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
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1.	Gas Interconnection Agreement, dated June 14, 2016, entered into by and between IEBC and Gasoducto Rosarito, S. de R.L. de C.V.	Consent from Gasoducto Rosario, S. de R.L. de C.V.	On or before December 25, 2025
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
2.	Lease agreement, dated October 25, 2016, entered into by and between Margarita Ortega Madrid, as landlord and IEBC, as tenant, with the appearance of Iberdrola Energía Altamira de Servicios, S.A. de C.V., as guarantor.	Consent from the property's owner (Margarita Ortega Madrid) and from Iberdrola Energía Altamira de Servicios, S.A. de C.V.	On or before December 25, 2025

G. Escobedo

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
1.	Gas Interconnection Agreement, dated December 20, 2017, entered into by and between IEE, and Midstream de México, S. de R.L. de C.V.	Consent from Midstream de México, S. de R.L. de C.V.	On or before December 25, 2025

H. Topolobampo II

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
1.	Gas Interconnection Agreement, [No date], entered into by and between IEN and Gas Natural del Noroeste, S. de R.L. de C.V.	Consent from Gas Natural del Noroeste, S. de R.L. de C.V.	On or before December 25, 2025

I. Topolobampo III

	Fuel / Gas Agreements	Requirement for the creation of a Lien (Non-Possessory Pledge Agreement)	Term for Completion
1.	Gas Interconnection Agreement, [No date], entered into by and between Gas Natural del Noroeste, S.A. de C.V., and IETO.	Consent from Gas Natural del Noroeste, S.A. de C.V.	On or before December 25, 2025
	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
2.	Right-of-way easement agreement, dated December 11, 2018, entered into by and between Martín Guadalupe López Mendivil, as owner, and IETO, as evidenced in public deed number 2,650, dated December 11, 2018, granted before Lic. Ricardo Sibrián Vega, notary public number 217 of Sinaloa.	Consent from the property's owner (Martín Guadalupe López Mendivil)	On or before December 25, 2025

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J. La Venta III

	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
1.	123 usufruct agreements which are identified in Schedule 4.9.	Prior notice to property's owner	On or before December 25, 2025
2.	52 easement agreements which are identified in Schedule 4.9.	Prior notice to property's owner	On or before December 25, 2025

K. Enertek

	Real Estate Agreements	Requirement for the Assignment of the Real Property Rights (Asset Guaranty Trust Agreement)	Term for Completion
1.	Voluntary right-of-way easement agreement, dated December 6, 2002, entered into by and between Crompton Corporation, S.A. de C.V., in favor of the Enertek, as evidenced by public deed number 14,862, dated January 14, 2003, granted before notary public number 31 of Tamaulipas.	Consent from the property's owner (Crompton Corporation, S.A. de C.V.)	On or before December 25, 2025
2.	Voluntary right-of-way easement agreement, dated October 29, 1998, granted by Inmobiliaria	Prior notice to the owner of the	On or before

	Petrocel, S.A. de C.V., in favor of Enertek, as evidenced in public deed number 2,087, dated October 29, 1998, granted before notary public number 263 of Tamaulipas.	property (Petrocel, S.A. de C.V.) 30 calendar days prior to the assignment.	December 25, 2025
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Appendix F

Schedule 6.13(bis) of the Common Terms Agreement

[See attached.]

PENDING REAL ESTATE RIGHTS CALENDAR

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
Enertek	All the Real Estate Rights owned and held by Enertek, together with all Property (including Fundamental Assets) owned by Enertek located on such Real Estate Rights.	By December 31, 2025, subject to applicable extensions in connection with Difficult Land Rights	10 Business Days after the execution of the applicable Transfer Deed.	120 <u>160</u> Business Days after the execution of the applicable Transfer Deed.
IEBC	All the Real Estate Rights owned and held by IEBC, together with all Property (including Fundamental Assets) owned by IEBC located on such Real Estate Rights.	By December 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	120 <u>160</u> Business Days after the execution of the applicable Transfer Deed.

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
IEN	All the Real Estate Rights owned and held together with all Property (including Fundamental Assets) owned by IEN located on such Real Estate Rights.	By December 31, 2025, subject to applicable extensions in connection with Difficult Land Rights	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> 120 Business Days after the execution of the applicable Transfer Deed.
IETA	All the Real Estate Rights owned and held by IETA, together with all Property (including Fundamental Assets) owned by IETA located on such Real Estate Rights.	By December 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> 120 Business Days after the execution of the applicable Transfer Deed.

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
IETO	All the Real Estate Rights owned and held by IETO, together with all Property (including Fundamental Assets) owned by IETO located on such Real Estate Rights.	By December 31, 2025, subject to applicable extensions in connection with Difficult Land Rights	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> 120 Business Days after the execution of the applicable Transfer Deed.
TE	All the Property owned by TE located in the Real Estate Rights owned and held by IETA and/or all the Real Estate Rights owned or held by TE, together with all Property (including Fundamental Asset) owned by TE located on such Real Estate Rights.	By December 31, 2025	10 Business Days after the execution of the applicable Transfer Deed.	<u>160</u> 120 Business Days after the execution of the applicable Transfer Deed.

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
ERV	All the Real Estate Rights owned and held by ERV, together with the Property (including Fundamental Assets) owned by ERV located on such Real Estate Rights.	By December 31, 2025, subject to applicable extensions in connection with Difficult Land Rights	10 Business Days after the execution of the applicable Transfer Deed.	200 <u>200</u> Business Days after the execution of the applicable Transfer Deed.
IEM	All the Real Estate Rights owned or held by IEM, together with the Property (including Fundamental Assets) the assets owned by IEM located on such Real Estate Rights.	By July 31, 2026, subject to applicable extensions in connection with Difficult Land Rights	10 Business Days after the execution of the applicable Transfer Deed.	160 <u>160</u> Business Days after the execution of the applicable Transfer Deed.
IEE	All all the Real Estate Rights owned and held by IEE, together with the Property (including Fundamental Assets)	By July 31, 2026, subject to applicable extensions in connection with	10 Business Days after the execution of the applicable Transfer Deed.	160 <u>160</u> Business Days after the execution of the applicable Transfer Deed.

Project Subsidiary	Real Estate Rights to be transferred to the Asset Guaranty Trust Agreement	Deadline		
		For the contribution to the Asset Guaranty Trust Agreement	For the filing of registration of the Transfer Deed before the applicable public registries and the delivery of a certified copy of the public deed containing said Transfer Deed evidencing such filing	For the delivery of the original first copy (<i>primer testimonio</i>) of the public deed containing the Transfer Deed with appropriate evidence of registration of such Transfer Deed at the applicable public registries
	owned by IEE located on such Real Estate Rights.	Difficult Land Rights		

Appendix G

Form of Amendment to Asset Guaranty Trust

[See attached.]

Exhibit B

Voting Mechanics for the Holders of Notes

1. Questions with respect to the content of the voting form attached hereto as Annex A (the “Voting Form”), the Determination Request and Explanation Notice and/or the Intercreditor Vote should be directed to the Issuer in writing by email to: gfonseca@mexicoinfra.com; gpape@energiaquantum.com; gopalin@energiaquantum.com and agaytan@energiaquantum.com.
2. Questions with respect to the mechanics of the Voting Form should be directed to the Indenture Trustee at the address, electronic mail address or telephone number specified in the Voting Form.
3. To be taken into consideration, the Voting Form must be:
 - (a) dated, fully completed, properly executed, and provide a Medallion Signature Guarantee stamp (“Medallion Stamp”);
 - (b) sent to the Indenture Trustee at the address specified the Voting Form, by no later than May [•], 2025, in each case no later than 4:00 p.m. (Eastern Time); and
 - (c) delivered to the Indenture Trustee via express, certified or registered mail.
4. **THE INDENTURE TRUSTEE CANNOT ACCEPT DELIVERY OF ANY VOTING FORMS DELIVERED BY FACSIMILE OR IN ELECTRONIC FORMAT (I.E., “.PDF” OR “.TIF”).**
5. **A MEDALLION STAMP IS REQUIRED WITH RESPECT TO THE NOTES.**
6. To obtain a Medallion Stamp:
 - (a) Complete, but do not sign the Voting Form.
 - (b) Investors located outside of the U.S. may be able to obtain a Medallion Stamp from an overseas branch of a U.S. or Canadian bank, broker, or credit union (“local bank”).
 - (c) Call your local bank. Explain the situation and tell them that you need a Medallion Stamp.
 - (d) The local bank will tell you exactly what (if any) additional documents you need to bring with you.
 - (e) Take the required documents, along with your completed, unsigned Voting Form to the local bank.
 - (f) The local bank personnel will review your Voting Form and any other required documents, as applicable.
 - (g) If everything is in order, the local bank personnel will ask you to sign the Voting Form in their presence, and the local bank personnel will stamp the Voting Form with their official Medallion Stamp.
 - (h) The Medallion Stamp certifies that your Voting Form is complete and accurate.

Send the original Voting Form containing Medallion Stamp to the Indenture Trustee in accordance with the instructions provided herein at the address specified in the Voting Form.

**Annex A to Exhibit B
(Voting Mechanics)**

**FORM OF VOTING FORM
(as attached)**

VOTING FORM

1. Mailing Instructions: (Express, Certified or Registered Mail) **TO BE TAKEN INTO CONSIDERATION, EACH VOTING FORM MUST BE SENT AT THE LATEST ON MAY [•], 2025, IN EACH CASE NO LATER THAN 4:00 P.M. (EASTERN TIME) TO THE FOLLOWING ADDRESS:**

UMB Bank, N.A., as Indenture Trustee
 Corporate Trust Services
 Mail Stop 1010903
 928 Grand Blvd., 9th floor
 Kansas City, MO 64106
 Attention: Ray Haniff – Corporate Trust & Escrow Services
 Telephone: 646-650-3843
 E-mail: ray.haniff@umb.com

- 2. Representations and Warranties:** I acknowledge and represent that I have:
- (a) received and reviewed the Intercreditor Vote Notice, dated as of April [•], 2025, and the Determination Request and Explanation Notice attached thereto (as such term is defined therein);
 - (b) have adequate information (including, but not limited to, where I have deemed necessary, the ability to make inquiries and receive additional information) concerning the Intercreditor Vote describing the Determination Request and Explanation Notice and requesting the Determinations described therein, their contents and their substance to make an informed decision, and have independently and without reliance upon the Indenture Trustee, the Intercreditor Agent or any of their respective affiliates, and based upon such information and in consultation with such counsel or advisers as I have deemed appropriate, made my own analysis and decision to agree to the Intercreditor Vote; and
 - (c) as of April [•], 2025 (the “Voting Determination Date”), the Voting Amount of the Notes of which I am a Holder is set forth below.

3. Voting Instructions:

	CUSIP	ISIN	VOTING AMOUNT (as of the voting determination date)
[144A/Reg S]			

I am the Custodian/Nominee for the Holder of the Notes set forth above and as such, I am authorized to sign and to vote by correspondence on behalf the Holder and express the determination of the Holder on the Intercreditor Vote as follows (at all times, in accordance with the Custodian/Nominee internal instructions procedures agreed to between the Holder and the Custodian/Nominee):

- Determination 1:**
- FOR:** **AGAINST:** **ABSTENTION:**
- Determination 2:**
- FOR:** **AGAINST:** **ABSTENTION:**
- Determination 3:**
- FOR:** **AGAINST:** **ABSTENTION:**
- Determination 4:**
- FOR:** **AGAINST:** **ABSTENTION:**
- Determination 5:**
- FOR:** **AGAINST:** **ABSTENTION:**
- Determination 6:**
- FOR:** **AGAINST:** **ABSTENTION:**

[Signature Pages Follows]

VOTING FORM

4. Signatures: IF YOU ARE NOT SIGNING AS AN INDIVIDUAL, STATE YOUR TITLE OR CAPACITY. EACH PERSON SIGNING ON BEHALF OF AN ENTITY REPRESENTS THAT HIS OR HER ACTIONS ARE AUTHORIZED.

Signature

Date

**Title/Capacity/ DTC
participation number when
signed by Custodian/
Nominee on behalf of client/s**

**Joint Owner Signature
(if applicable)**

Date

Title/Capacity

