

TRACK CONNECTION AGREEMENT ENTERED INTO BY THE PARTY OF KANSAS CITY SOUTHERN DE MÉXICO, S.A. DE C.V., (“KCSM”) AND BY THE PARTY OF THE USER OF THE SIDING (AS SUCH TERM IS DEFINED FOLLOWING) (THE “USER”, AND JOINTLY WITH KCSM, THE “PARTIES”), IN ACCORDANCE WITH THE FOLLOWING RECITALS AND CLAUSES (THE “AGREEMENT”):

RECITALS

I. KCSM, through its legal representatives, declares:

- a. To be a Mexican company established in accordance with the laws of the United Mexican States and that its representatives hold the authority to bind KCSM to the terms of this Agreement.
- b. That the *SCT* (as such term is defined following) awarded KCSM concession to operate and exploit the Northeast Railroad Route and to provide the Public Service of Railroad Freight Transportation.
- c. To provide its address as that located at Montes Urales 625, Lomas de Chapultepec, Miguel Hidalgo, Mexico D.F., 11000.

II. The User, on their own accord other though a legal representative, declares:

- a. To hold sufficient capacity and/or authority to be bound to the terms of this Agreement.
- b. To provide as address, that located at the Facilities of the User where KCSM provides the Railroad Transportation Service through the use of the Siding.
- c. To be authorized by the *SCT* to construct the Siding and its Connection to the Railroad Route.

CLAUSES

FIRST.- Definitions. Unless expressly provided otherwise in this Agreement, capitalized terms appearing herein will be understood as defined following:

- 1.1. *Connection*: Means the infrastructure required to connect a Siding to the Railroad Route.
- 1.2. *Right of Way*: Means the strip of land required for the construction, preservation, expansion, protection, and in general for the proper use of the Railroad Route.
- 1.3. *Siding*: Means the railroad line or lines in the possession or and/or owned by the User connected at one end to the Railroad Route or any other railroad line, siding, or turnout concessioned to KCSM.
- 1.4. *Connection Date*: The date on which the Siding Connection was or will be made to the Railroad Route.
- 1.5. *Infrastructure*: Means any railroad infrastructure facility related to the Siding or the Connection located within the Right of Way.
- 1.6. *User Facilities*: Means any facilities, industries, or private terminals where KCSM will provide the Railroad Transportation Service through the use of the Siding.
- 1.7. *SCT*: Means the *Secretaría de Comunicaciones y Transportes* or Department of Transport and Communications.
- 1.8. *Railroad Transportation Service*: Means the Public Service of Railroad Freight Transportation that KCSM provides on the Railroad Route.
- 1.9. *Concession Title*: Means the concession title the Federal Government, through the *SCT*, awarded KCSM to operate and exploit the Railroad Route and also to provide the Railroad Transportation Service.
- 1.10. *Railroad Route*: Means the Northeast railroad route, which the Federal Government, through the *SCT*, concessioned to KCSM for its operation and exploitation, and also for the provision of the Railroad Transportation Service.

SECOND.- Purpose. Under this Agreement and by the terms of that provided by Article 54 of the Railroad Service Regulation, KCSM, as concessionaire on the Railroad Route, hereby agrees for the User to Connect the Siding to the Railroad Route in order for KCSM to provide to the User, through the Siding, the Railroad Transportation Service to the Facilities of the User. The Siding Connection must be constructed according to the Executive Project and other technical specifications authorized by the *SCT*, and with the agreement of KCSM.

THIRD.- Ownership. Under the terms provided by Conditions 1.2.1 and 2.5 of the Concession Title and other applicable provisions, the Right of Way and the Infrastructure within same are and will remain at all times federally owned properties and included in the Railroad Route, therefore these are understood to be covered by the Concession Title held by KCSM.

FOURTH.- Maintenance and Works. Under the terms of Article 49 of the Railroad Service Regulation, the User will maintain the Infrastructure in good condition, according to the indications and technical specifications provided in advance by KCSM, therefore the User is obliged to look after and preserve the Infrastructure and is responsible for all expenses related to inspections, installations, preservation, and maintenance for same. The User is obliged to not execute any works project within the Right of Way or involving the Infrastructure without the prior, written consent of KCSM, and only having obtained the permits required issued by the corresponding authorities. All works and improvement projects completed by the User will remain for the benefit of the Infrastructure. The Parties agree the user will be solely responsible for all expenses related to any works or improvements made to the Infrastructure. In addition, the User will comply with the calendars, schedules, and work windows KCSM will provide for the construction of the Infrastructure or for the execution of any preservation or maintenance works and/or any other related projects.

FIFTH.- Right to Inspect. The Parties agree KCSM and the authorities that so require, specifically the *SCT*, will have the right to inspect the Infrastructure, at the expense of the User, to verify the User is making appropriate use of same, in accordance with the terms and conditions set forth in this Agreement and to ensure the User is in compliance with all obligations undertaken by same.

SIXTH.- User Obligations. Without prejudice of any other obligations undertaken by the User in this agreement, the User will: (i) use the infrastructure and properties owned by or concessioned to KCSM properly and refrain from damaging same; (ii) refrain at all times, by reason of the construction, installation, preservation, and/or maintenance of the Infrastructure or for any other reason, from obstructing the Railroad Route, and will also no suspend, impede, or in any other manner affect the provision of the Railroad Transportation Service provided thereupon; (iii) declare to KCSM in writing the daily loading and unloading capacity of their Siding or Sidings; (iv) accept under their responsibility the cars that KCSM places on their Siding, and also all charges assessed for cars owned by KCSM remaining on the Siding and/or at the Facilities of the User; (v) refrain from placing temporary or definitive infrastructure, works, and/or facilities within the Right of Way that are not included in this Agreement; (vi) refrain from transiting on the Railroad Route and/or any other railroad line concessioned to KCSM with any vehicle; (vii) observe the safety measures and regulations provided by KCSM for the railroad operation, and (viii) process and obtain at the sole expense and charge of the User, all federal, state, and/or municipal permits, licenses, and authorizations that may be necessary to install, construct, and/or operate, accordingly, the Infrastructure and the Siding.

SEVENTH.- Liabilities. The User is obliged to answer for any and all civil liability that may be incurred by reason of the construction, installation, preservation, and/or maintenance of the Infrastructure. The User waives KCSM of all liability of any nature resulting from the construction, installation, and/or maintenance of the Infrastructure or any use that may, where applicable, be made of same. In addition, the Parties recognize there is no relationship of employment between the employees of the User and KCSM or between the employees of KCSM and the User, therefore each Party will be solely responsible for meeting timely, full, and complete compliance with all obligations imposed by the applicable laws and regulations regarding their respective employees, waiving the other Party of any labor liability under the terms of the Federal Labor Law, and also any and all other provisions applicable. Similarly, the User is obliged to meet compliance with the laws, regulations, and other provisions applicable on environmental matters and/or workplace health and safety in relation to the construction, installation, preservation, and/or maintenance of the Infrastructure, and also the use that may, accordingly, be made of same.

EIGHTH.- Term and Termination. This Agreement will enter into effect on the Connection Date and bears an indefinite term.

This Agreement may be terminated on prior notice delivered at least 30 (thirty) calendar days prior to the effective termination date at no liability to the Parties and without any prior court order or administrative proceeding being required, in the event: (i) either Party is dissolved; (ii) either Party is subject to any proceeding of bankruptcy, business reorganization, insolvency, or any other similar proceeding; (iii) the term on the Concession awarded to KCSM concludes; (iv) if at the discretion of the *SCT* or KCSM, the Right of Way is required for any purpose other than that established in this Agreement; (v) if the User, for any reason, does not use the Infrastructure for the provision of the Railroad Transportation Service for a period of 180 consecutive calendar days; (vi) the User partially or fully dismantles the Siding; (vii) the Facilities of the User cease operations or are dismantled due to any reason or cause; (viii) if the safety and operating conditions are not present for the provision of the Railroad Transportation Service at the Connection and/or on the Siding; (ix) if the User submits request to KCSM to disconnect the Siding

and/or the suspension of the Railroad Transportation Service; (x) if this Agreement is rescinded under the terms of the Tenth Clause, and (xi) all other cases established in this Agreement. In the event either Party were to voluntarily or involuntarily commence any of the proceedings mentioned in sections (i) and (ii) previous, this Agreement will terminate on the date of the submission for such proceedings.

The Parties agree that on the termination of this Agreement, by any cause, under the terms herein the User will: (i) immediately return the Right of Way to KCSM, in accordance with that provided by Article 49 of the Railroad Service Regulation; (ii) permit the Siding to be disconnected, at the expense of the User, from the Railroad Route; and (iii) permit the removal of the Infrastructure from the Right of Way, at the expense of the User. Under no circumstance and by no reason will the User remove the Infrastructure and/or disconnect the Siding without the prior, written, approval of KCSM.

NINTH.- Breach and Rescission. In the event either Party falls into breach of any of their respective obligations as set forth herein, the Party affected will deliver due, written notice to the other Party of such breach, and said Party will take, at its expense, all measures necessary so as to resolve the breach in question within 10 (ten) calendar days of receiving the notice. Any failure to comply with the terms of this Clause or the legal and/or material impossibility of resolving the breach shall give cause for the rescission of this Agreement, without any prior court order or administrative proceeding being required. The rescission of this Agreement will invoke the consequences established in the Eighth Clause previous, without prejudice of the right of the Parties to claim losses and damages that may have been caused by reason of the breach of this Agreement.

TENTH.- General Provisions.

- 11.1 All information and/or documentation resulting from or related to this Agreement will be deemed confidential, therefore neither Party will communicate or reveal or permit the communication or revelation or reproduce by any means any such confidential information without the prior, written consent of the other Party.
- 11.2 All notices and communications resulting from this Agreement must in writing, in Spanish, and delivered to the addresses provided in the recitals to this Agreement by hand, by certified mail or courier, by electronic mail or fax, or by any other means permitted by current legislation.
- 11.3 The Parties will not assign this Agreement, in whole or in part, without the prior, written consent of the other Party.
- 11.4 The Parties will not be responsible for any failure to meet compliance with their respective obligations resulting from this Agreement when such event is consequence of an act of god and/or force majeure, duly corroborated.
- 11.5 The Siding Connection to the Railroad Route and/or the provision of the Railroad Transportation Service by KCSM to the Facilities of the User through the Connection and the Siding constitutes the acceptance by the Parties of all the terms set forth in this Agreement, therefore this Agreement constitutes the total agreement between the Parties and voids any prior agreement or understanding, verbal or written, between the Parties involving the subject of this Agreement.
- 11.6 The Parties agree the interpretation of and compliance with this Agreement will be subject to the Communications Routes Law, the Railroad Service Regulatory Law, the Railroad Service Regulation, the Federal Assets Law, the Code of Commerce, and any and all other federal legislation applicable. The Parties also irrevocably submit to the jurisdiction of the corresponding federal courts of Mexico City, Mexico and waive any other jurisdiction that may be invoked by reason of present or future residence or by any other reason.

--- End ---