

EXHIBIT L.2

“CONDITIONS AND CHARACTERISTICS OF THE INSURANCE”

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Chapter 1 Conditions and characteristics of the Insurance

The Parties agree that the Insurances shall be subject to the provisions of this Exhibit and clause 10 of the Agreement.

Any term with a capital initial not expressly defined in this Exhibit shall have the meaning ascribed to it in the Agreement.

1. **Insurance Coverage:** The Landlord is obligated to subscribe the Insurance policies and keep them active and enforceable at Tenant's expense, the following insurance policies:

a) a) **All Risk Insurance:** The "All Risk" Insurance on the "Leased Property" (Including the Industrial Warehouse) must be acquired and shall include, but not limited to, coverage for physical damage including risks of fire, lightning, explosion, hydrometeorological phenomena (floods, storms, hail, among others), hurricanes, earthquakes, extensions of coverage and/or volcanic eruption and any other type of loss that could be caused by any hydrometeorological event or force majeure, by third parties or by employees or agents of the Landlord and Tenant, machinery breakage and other substantial risks. The Insurance must be acquired for an amount equivalent to 100% (one hundred percent) of the replacement value of the "Leased Property" which must be updated periodically, that is, annually during the Term of the Lease through an appraisal.

In addition, this Insurance policy shall include at least the following coverages: (i) Content coverage to cover the reposition value of any machinery (equipment and/or facilities) inside "Leased Property", to be protected against any physical damage, including without limitation, fire, lightning, explosion, hydrometeorological phenomena (flood, storms, hail, among others), hurricanes, earthquake, cover extensions, and/or volcanic eruption. (ii) Coverage for interruption of Lease for a covered period of 12 (twelve) months, to cover any Monthly Rent payment that Landlord stops receiving by consequence of fire, lightning, explosion, hydrometeorological phenomena (flood, storms, hail, among others), hurricanes, earthquake, cover extensions, and/or volcanic eruption. (iii) Coverage for personal property located in the exterior of the Facilities covering the replacement value of machinery, equipment and facilities, any building with total or partial lack of roof, walls, doors, and/or windows, and fixed property that for its nature has to be in the exterior of the Facilities, such property shall be protected against any physical damage, including without limitation to fire, lightning, explosion, hydrometeorological phenomena (flood, storms, hail, among others), hurricanes, earthquake, cover extensions, and/or volcanic eruption.

b) **Liability Insurance - Damages to Third Parties:** Civil liability Insurance covering damages to third parties in their property and/or in their persons, including but not limited to accidental death, caused by Tenant and/or its operation with a coverage of at least USD\$2'000,000.00 (Two Million Dollars 00/100 Legal Currency of the United States America) or more per event.

In addition to the foregoing, this Insurance shall include the following coverages: (i) civil liability for loading and unloading (goods, equipment, machinery, raw materials, among others); (ii) cross civil liability; (iii) assumed civil liability; (iv) independent contractors' civil liability; (v) tenant civil liability, in case the Tenant acquired this Insurance directly.

This Insurance may include the following conditions: (i) an endorsement designating the persons (natural or legal entity) indicated by the Landlord as additional insured beneficiaries; (ii) an endorsement clarifying the Tenant's commercial activities and that includes maintenance of the leased equipment; (iii) a clause of no subrogation against the Tenant.

- c) **All Risks Insurance – Tenant's property and/or machinery:** All Risk Insurance covering the Tenant's property located inside the Leased Property, including but not limited to, machinery, vehicles, equipment, fixtures, furnishings, furniture, raw materials and other property of the Tenant against loss or damage including those caused by fire, lightning, explosion, hydrometeorological phenomena (flood, storms, hail, among others), hurricanes, earthquake, coverage extensions and/or volcanic eruption.
2. **Insurance against acts of "Terrorism" and/or sabotage including Organized Crime.** Terrorism and/or Sabotage Insurance including Organized Crime that covers acts of Terrorism, including the use of force and/or violence, by any person or group of persons, whether acting alone or as part of an organization, as well as any act of violence carried out for political, religious or ideological purposes, including the intent to influence any government and/or spread fear in the population.

This Insurance shall include the following coverages: (i) building coverage for an amount equal to the total replacement value of the Leased Property and Industrial Warehouse(s); (ii) content coverage for an amount equal to the reposition value of any machinery or equipment property of the Landlord if applicable; (iii) coverage for loss of rents for an indemnification period of 12 (twelve) months, to cover any Monthly Rent payment not received by Landlord.

3. **Premiums Reimbursement.** The Tenant shall reimburse the Landlord for the cost of the Insurances acquired by the Landlord, within the following 10 (ten) calendar days after notification that Landlord's has made the applicable payment, in compliance with the provisions of this Exhibit and Clause 10 of the Agreement.
4. **Certificates.** Landlord may share to Tenant prior written request, copies of all the Insurance certificates acquired, including each coverage, Insurance policies and/or endorsements, as well as the corresponding payment receipts.
5. **Insurance Companies, Deductibles and Co-Insurance.** All Insurance must be: (i) acquired with reputable companies, authorized to operate in Mexico as insurance companies and in accordance with applicable laws; (ii) issued in valid and enforceable insurance policies issued by insurance companies authorized by the National Insurance and Bonding Commission (*Comisión Nacional de Seguros y Fianzas*), with a rating of at least "A" from Standard and Poor's or an equivalent rating from a rating institution of recognized prestige or otherwise acceptable to the Landlord. The Parties agree that any deductible and/or co-insurance related to the Insurance policies shall be paid by Tenant. Therefore, the Tenant agrees to reimburse the Landlord for any and all deductibles and/or co-insurance that the Landlord had to cover as a result of any loss, being this reimbursement a Reimbursable Expense.

6. **Insurance Beneficiaries.** The benefits of all Insurance acquired shall be paid to the Landlord as first beneficiary, or if required by the Landlord, to the financial entity that has the “Leased Property” as guaranty. The foregoing, with the exception of those coverages that concern to the Tenant’s tangible personal property, or damages to third parties, in which case, such benefits shall be paid in accordance with the corresponding insurance policy.
7. **Non-Cancellation and/or Modification of Insurance Policies.** The Parties agree that, the Insurance policies shall include an endorsement stating that such insurance policies shall not be cancelled and/or modified without the prior written authorization of Landlord. In the event that during the Lease Term there are other insurance policies other than the Insurances, which acquired by Tenant, the Tenant shall be responsible to request such endorsement and deliver to Landlord within the following 15 (fifteen) business days after the issuance of the endorsement.
8. **Endorsements.** The Insurance policies shall include that:
 - a) The Parties shall be notified in writing with at least 5 (five) calendar days prior to:
 - (i) The request of the cancellation or non-renewal of any of the Insurance policies to be acquired in accordance with the Agreement and/or this Exhibit.
 - (ii) Any material adverse change in any of the Insurance policies, which results in the Insurance policy not complying with the requirements of the Agreement and/or this Exhibit.
 - (iii) Any endorsement related to the change or substitution of the first beneficiary of the Insurance.
 - b) Such insurance is independent and not complementary to any other insurance acquired by any of the Parties or granted for the benefit of an additional insured in accordance with the policy in question.
9. **Application of Insurance Indemnity.** The Parties, in the exercise of their business judgment, recognize that the use of insurance is the best way to be protected against loss of their property and economic interest in the “Leased Property”. Therefore, in the event of any loss resulting in damage or destruction, in whole or in part, of the “Leased Property” an/or Industrial Warehouses, the Insurance proceeds, minus actual costs, fees and expenses incurred in connection with the valuation of the loss, if any, shall be available to the Landlord, and/or any creditor of the Landlord (whether mortgagee or otherwise) appearing as a first beneficiary on the applicable Insurance policy. In consideration of the foregoing, the Parties agree to allocate the total of the resources derived from the Insurances in first place to restore, modify, reconstruct, or as the case may be, replace the “Leased Property”, as close as possible to the value, condition and characteristics they had immediately prior to the loss/damage.
10. **Deductibles and Co-insurance.** The Tenant shall be solely responsible for covering the deductible and co-insurance indicated for each loss occurring in the “Leased Property” and Industrial Warehouse(s) for losses in them, including without limitation, in the event of acts of God and force majeure. In the event that the Landlord is required to make any payment of such deductibles and/or co-insurance, the Tenant shall reimburse Landlord for such amounts within the following 10 (ten) calendar days after Landlord’s request of reimbursement. In the understanding, that this amount shall be considered as a Reimbursable Expense.

11. **Minor Claims.** In the event that the damage to the “Leased Property” and Industrial Warehouse(s) (including damage caused by acts of God or force majeure) does not exceed the deductible and/or co-insurance applicable to the repair costs, the cost of the corresponding repairs shall be paid by the Tenant. In the event that Landlord has to pay any amount for this concept, Tenant shall reimburse such amount to Landlord within the following 10 (ten) calendar days after Landlord’s payment. Such amount shall be considered as a Reimbursable Expense.
12. **Inadmissibility of an insurance policy.** In the event that a claim is not indemnified or covered by the Insurance policy in question, Tenant (i) agrees and accepts responsibility for said claim, (ii) undertakes to cover any expense related to the repair of the damages caused to the "Leased Property" and Industrial Warehouse(s), (iii) undertakes to restore the "Leased Property" and Industrial Warehouse(s) to similar conditions as they were just prior to the loss.
13. **Operation Risk.** Notwithstanding the applicability of the Insurance acquired, the Tenant shall be the only responsible for all expenses, risk and liability for damages caused to Landlord, the Tenant and/or third parties, due to the Tenant’s commercial/industrial use and operations carried out in the “Leased Property” and Industrial Warehouse(s).
14. **Increase on the Operational Risk.** During the Lease Term, the Tenant shall promptly notify the insurance companies and the Landlord of any condition that increases the risks covered by the Insurance policies (including but not limited to, the change of its industrial activities, the use of substances considered as explosive and/or hazardous, the establishment of tax premises, among others). Except for the activities and items related to the Permitted Uses stated in the Agreement and in the Insurance policies, Tenant agrees not to perform any act and/or store any items on the “Leased Property” that increase the risk of loss/damage of the “Leased Property” and/or that may adversely affect the claim of a loss on any of the coverages, and/or cause the cancellation of any of the Insurance policies with respect to the “Leased Property”. In the understanding, that such notice shall be given at least 10 (ten) business days prior to the date on which the condition that increases the risk of the Tenant’s operation is to take place.
15. **Lack of insurance.** In addition to any remedy to which the Landlord is entitled under the Agreement, in the event Tenant fails to pay for, obtain and/or maintain valid and enforceable any of the Insurance policies, the Landlord shall have the right, but not the obligation, to pay for, obtain and/or maintain such Insurance policy to protect the “Leased Property” and Industrial Warehouse(s), in the understanding that any costs and/or expenses derived from the acquisition of such Insurance policy shall be considered as a Reimbursable Expense in favor of the Landlord.
16. **Non-compliance.** The failure or omission to comply with any of the obligations contained in this Exhibit and/or Clause 10 of the Lease Agreement shall constitute a default and shall be subject to the payment of the Penalty provided in Clause 19 of the Agreement, and to the exercise of any other right that the Landlord may have according to this Agreement, Exhibit and the applicable legislation.