**REIMBURSEMENT AND PAYMENT EXERCISE NOTICE**

December [*day*],2019[[1]](#footnote-1)

**Promecap Acquisition Company, S.A.B. de C.V.**

Bosque de Alisos No. 47-A, 3rd Floor

Colonia Bosques de las Lomas, Zip Code 05120

Cuajimalpa, Mexico City

United Mexican States

Dear sirs:

We refer to the unanimous resolutions of the shareholders of Promecap Acquisition Company, S.A.B. de C.V. (the Company”) that were approved outside of a general ordinary and extraordinary meeting on March 15, 2018, same which were notarized by means of the public deed number 84,805, dated March 15, 2018, granted before Mr. Luis Antonio Montes de Oca Mayagoitia, Notary Public number 29 of Mexico City (the “Shareholders’ Resolutions”); and (ii) the call for a general ordinary and extraordinary general shareholders’ meeting of the Company (the “General Ordinary Shareholder’s Meeting” and the “General Extraordinary Shareholders’ Meeting”, accordingly; jointly referred to as the “General Ordinary and Extraordinary Shareholders’ Meeting”) to be held on December 13, 2019, published on November 26, 2019 though the Electronic System of Publications of Commercial Companies (*Sistema Electrónico de Publicaciones de Sociedades Mercantiles*) of the Ministry of Economy (*Secretaría de Economía*) and on the website of the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*; “BMV”), in which it was proposed, among other matters, (a) as part of the agenda of the ordinary shareholders’ meeting, (1) the approval of certain investment to be carried out by the Company in Valores Integrales Inmobiliarios, S.A. de C.V. (“VIISA”); provided, that once consummated, such investment would constitute the “*initial business combination*” for purposes of Article Seventeenth of the Company’s by-laws and other governing documents of the Company (the “Initial Business Combination”), and (2) the approval, subject to the consummation of the Initial Business Combination, for the cancellation of 4,000,000 Series “B” shares, representing the variable portion of the capital stock of the Company, and the corresponding capital decrease; and (b) as part of the agenda of the extraordinary shareholders’ meeting, among others, the approval to carry out the merger between the Company, as extinguished merged entity, and VIISA, as surviving merging entity. In addition, by means of such call, it was announced, among other matters, the mechanism for the shareholders that own Series “A” shares, representing the variable portion of the capital stock of the Company (the “Series A Shares”) could elect to receive the reimbursements and payments as provided by the Shareholders’ Resolutions, against delivery of the corresponding Series A Shares for cancellation (the “Exercise Mechanism”).

By means of this notice (the “Exercise Notice”), [*include name of the shareholder*], pursuant to the Exercise Mechanism:

1. I hereby state, under penalty of perjury, that as of the close of business of December 4, 2019, I was owner of Series A Shares, as evidenced by the certifications and complementary lists attached hereto as Exhibit “1”, and I hereby further state, that with respect to [*insert corresponding number of shares to be subject to the exercise of the redemption rights*] Series A Shares, which I own, are subject of this Exercise Notice (such Series A Shares, the “Cancelling Shares”).
2. I hereby state under oath that I do not belong to a “Group of Persons” (*Grupo de Persona*s), as defined by the Securities Market Law (*Ley del Mercado de Valores*; “LMV”), delivering exercise notices which, including this notice, concern 6,000,000 or more Series A Shares.

For this purpose, in terms of the LMV “Group of Persons” means the persons that have agreements, of any kind, to take decisions in the same direction. It is presumed, unless otherwise proved, that the following constitute a group of persons: (i) any individuals related either by blood, marriage or civil kinship up to the fourth degree, the spouses or partners; or (ii) those entities that belong to the same consortium or corporate group and the individual or group of individuals, that have control over such entities.

To that effect, in terms of the LMV “Group of Persons” means the persons that have agreements of any kind to take decisions in the same direction. It is presumed, unless otherwise proved, that the following constitute a group of persons: (i) any individuals related either by blood, marriage or civil kinship up to the fourth degree, the spouses or domestic partners; or (ii) those entities that belong to the same consortium or corporate group and the individual or group of individuals that have control over such entities.

1. I hereby expressly and irrevocably elect to receive reimbursements and payments as provided by the Shareholders’ Resolutions with respect to each and every Cancelling Share.
2. I hereby assume the express and irrevocable obligation to transfer the Cancelling Shares, through instructions to the financial institution through which I keep such Cancelling Shares in S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V. (“Indeval”), to the account number 01 004 4310 held by J.P. Morgan Casa de Bolsa, S.A. de C.V., J.P. Morgan Grupo Financiero in Indeval, no later than at 10:00am Mexico City time, on the second business day prior to the consummation of the Initial Business Combination (the “Delivery, Payment and Reimbursement Date”); provided that (a) the Delivery, Payment and Reimbursement Date shall be announced by the Company through the BMV as soon as possible after the General Ordinary Shareholders’ Meeting has approved the Initial Business Combination; and (b) if the Initial Business Combination is not approved by the General Ordinary Shareholders’ Meeting or, even if approved, it is not consummated by March 22, 2020 at the latest, then (1) I will have no right to receive any reimbursement or payment from the Company; and (2) the obligation provided herein shall be terminated. In order to allow the Company to identify the Cancelling Shares, I hereby represent that such transfer shall be made from the following account in Indeval [*identify the account from which the shares are to be transferred and additional information that identifies the corresponding shareholder and not only its financial intermediary*].
3. I hereby elect to receive the reimbursements and payments corresponding to the Cancelling Shares in [pesos, legal currency in Mexico/U.S. dollars, legal currency of the United States of America], to be credited to the account described below:

[*identify account information into which the money will be transferred, as well as the additional information that identifies the corresponding shareholder and not only its financial intermediary; if the chosen currency is pesos, then this should be the same Indeval account. Such information shall include, without limitation, the name of the institution in which such account is held, the name of the beneficiary, the account number, CLABE, SWIFT, and branch*.]

1. I hereby acknowledge that the Company will only make the reimbursements and payments corresponding to the Cancelling Shares to the extent such shares have been transferred in accordance with written instructions addressed to the financial institution through which I keep such shares in Indeval, to the account provided in subsection (iv) above.
2. I hereby identify the address provided below as an address to receive all notifications hereunder, accept to receive telephone calls to confirm the content hereof from the Company, and its officers, directors, mangers, employees, advisors and/or underwriters, to the telephone number provided therein, [and state under oath, that the person executing this Exercise Notice has sufficient powers and authorities under applicable law to bound [*name of the shareholder*] in accordance with the terms provided herein.]

The parties agree that this Exercise Notice shall be governed and construed pursuant to the federal laws of Mexico. All disputes arising out of or in connection with this Exercise Notice shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) in effect as of the date of this Exercise Notice. The seat of the arbitration shall be Mexico City, Mexico. The language of the arbitration shall be Spanish. Three arbitrators shall be named pursuant to the ICC Rules. The arbitral award shall be final and binding for parties of this Exercise Notice. The parties and their corresponding representatives shall keep strict confidentiality regarding any arbitral award resulting from an arbitration proceeding, along with all materials produced for the arbitration proceeding and all other documents submitted by any third parties during the arbitration proceeding that are not in the public domain, except and to the extent disclosure may be required to one of the parties to comply with a legal duty, or to protect or pursue protection of a legal right, or in connection with the recognition, enforcement or challenge process of an arbitral award before a judicial authority.

Sincerely,

[***Name of the shareholder***]

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Name: [*name of the attorney-in-fact with sufficient authority*]

Title: [*Attorney-in-fact*]

Address: [•]

Telephone number: [•]

Acknowledged and Agreed:

**Promecap Acquisition Company, S.A.B. de C.V.**

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Name: [*name of the attorney-in-fact*]

Title: Attorney-in-fact

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Name: [*name of the attorney-in-fact*]

Title: Attorney-in-fact

1. **Note**: the deadline to send this notice is December 10, 2019. [↑](#footnote-ref-1)