

The irrevocable trust identified under number DB/1616 (hereinafter referred to as "Fibra Inn," the "Trust Agreement," the "Trust," or the "Fibra," interchangeably), since its inception, has formally adopted the guiding principles and premises of Corporate Governance, as set forth by applicable regulations and the Code of Best Corporate Governance Practices (CBMP). These principles have enabled it to strengthen compliance with its corporate purpose by promoting real estate development in Mexico (Hotels). Accordingly, in line with its commitment to these well-established efforts, Fibra Inn has decided to develop this document in order to further reinforce the practices already implemented.

#### Considerations:

Texts in blue refer to information drawn from the Trust Agreement.

#### Elements Considered in this Policy\_\_\_\_\_



This policy includes the following elements:

- Objective
- Scope and responsible parties
- Functions related to this policy
- Duties of the members of the Technical Committee and supporting committees
- Classification of members
- Right and process for nomination and appointment of members
- Member files
- Acceptance of office
- Removal and replacement of members
- Member profiles and onboarding
- Term of service for members
- Compensation of members
- Appendix



#### Objective\_



To establish clear and formal processes for the nomination, appointment, and compensation of independent members of Fibra Inn's corporate governance bodies.

#### Scope and Responsible Parties 1



- Shareholders' Meeting
  - Chairman of the Technical Committee
  - Members of the Technical Committee (see annex 1)
  - Chief Executive Officer
  - Supporting Committees
    - Audit Committee
    - Practices Committee
    - Investment Committee
    - Nominations and Compensation Committee
    - Finance Committee
    - Any other supporting committees that may be established

### Roles and Responsibilities Regarding This Policy\_\_\_\_\_



- Shareholders' Meeting: Discuss and approve this policy during an ordinary session.
- Technical Committee: Review and, where appropriate, issue an opinion or recommendation to the Shareholders' Meeting.
- Nominations and Compensation Committee: Develop, discuss, and propose this policy and/or any modifications to the Technical Committee.

<sup>&</sup>lt;sup>1</sup> Article 9 of the Trust Agreement.







### **Duties of the Members of the Technical Committee and Support Committees**

The members of the Technical Committee must act diligently, make well-founded decisions, and comply with the duties of care, loyalty, and responsibility established for members of the Technical Committee, as set forth in Articles 30 to 40 of the Securities Market Law. Likewise, they must not be subject to any disqualifications established in the applicable legislation and must always comply with the requirements established by the Securities Market Law, the Trust Agreement, this policy, and its supplementary regulations.

In addition, members of the Technical Committee and support committees must always act in good faith and in the best interest of the trust, seeking the benefit of Fibra Inn and not of any particular person or group of people.





#### **Patrimonial Member**

Equity members are those who are holders of real estate trust certificates ("CBFIs") of Fibra Inn, or those appointed by a group of holders to represent them within the Technical Committee; that is, they represent the interests of the holders, though they are not necessarily CBFI holders themselves in all cases.

#### **Independent Members**

Independent members are those who are not connected to any of the certificate holders, nor to the management of Fibra Inn or any interested party thereof, and therefore have a more objective, impartial, and conflict-free perspective. They are not subject to personal, proprietary, or economic interests and are invited to join the Technical Committee due to their experience, capabilities, and professional reputation.

<sup>&</sup>lt;sup>2</sup> Articles 30 to 40 of the Securities Market Law

<sup>&</sup>lt;sup>3</sup> Articles 30 to 40 of the Securities Market Law



They shall not be considered independent members in the following cases<sup>4</sup>:

- Senior executives or employees of the company or of the legal entities that are part of
  the corporate group or consortium to which it belongs, as well as the statutory
  auditors of such entities. This restriction also applies to individuals who have held
  such positions during the twelve months immediately preceding the date of
  appointment.
- Individuals who have significant influence or decision-making power over Fibra Inn. "Significant influence" refers to the ownership of rights that allow the direct or indirect exercise of voting rights over at least 3% of Fibra Inn's CBFIs. "Decision-making power" refers to the actual ability to decisively influence decisions made at the Holders' Meeting, within the Technical Committee, or over the management of Fibra Inn. It is presumed that any holder who controls or is part of a controlling group has decision-making power<sup>6</sup>.
- Holders who are part of the group of persons that maintain control over Fibra Inn.
- Clients, service providers, suppliers, debtors, creditors, partners, board members, or employees of a company that has been an important client, service provider, supplier, debtor, or creditor of Fibra Inn during the 3 years prior to their appointment<sup>7</sup>. A debtor or creditor is considered important when the amount of credit exceeds 15% of the assets of either Fibra Inn or its counterparty.
- Being an employee of a foundation, university, civil association, or civil society that receives significant donations from Fibra Inn. Donations are considered significant if they represent more than 15% of the total donations received by the institution.

<sup>&</sup>lt;sup>4</sup> Article 26 of the Securities Market Law

<sup>&</sup>lt;sup>5</sup> Recommendation from the Nominations and Compensation Committee

<sup>&</sup>lt;sup>6</sup> Code of Best Corporate Practices 2018.

 $<sup>^{7}\,</sup>$  SEC (Securities and Exchange Commission) of the United States



- Those who have a blood, affinity, or civil relationship, as well as spouses, commonlaw wives or husbands, of any of the individuals previously mentioned.
- Those who are related by blood or affinity up to the fourth degree, as well as the spouses of any of the individuals referred to in the previous items.

In addition to the aforementioned independence criteria, members of the governing bodies will not be considered independent if they fall under any of the following situations<sup>8</sup>:

• A member who has accepted or has a family member who has accepted any payment from a company, parent, or subsidiary that is a significant client, service provider, supplier, debtor, or creditor of Fibra Inn for more than \$120,000.00 USD during a 12-month period following the three-year minimum period established to consider clients, service providers, suppliers, debtors, creditors, partners, members (board members), or employees of a company that is a client of Fibra Inn as independent members. For the purposes of this policy, a family member is defined as a spouse, parent, child, or sibling of a person, whether by blood, marriage, or adoption, or any individual residing in that person's household.

The following payments are excluded from this criterion:

- 1. Compensation for serving as a member of the Technical Committee or a support committee.
- 2. Payments that arise solely from investments in the securities of the company.
- 3. Compensation paid to a family member who is not an employee of Fibra Inn or any of its parent or subsidiary entities.
- 4. Benefits from a qualified retirement plan, or non-discretionary compensation.

<sup>&</sup>lt;sup>8</sup> SEC (Securities and Exchange Commission) de Estados Unidos



- Any member who is a relative of a person who, at any time within the three years
  prior to their appointment, was employed by Fibra Inn or by a parent or subsidiary
  entity as a key executive.
- Any member who is, or has a family member who is, a partner, shareholder, or key
  executive of any company to which Fibra Inn has made or received payments for
  goods or services exceeding either 5% of the company's consolidated gross revenues
  for that year or \$120,000 USD, whichever is greater, will not be considered
  independent, whether currently or during any of the past three fiscal years prior to
  appointment.

Permitted payments under this criterion include those arising solely from investments in Fibra Inn securities and those made under non-discretionary charitable contribution matching programs.

- Any member who is, or has a family member who is, a key executive of another company unrelated to Fibra Inn in which a member of the latter serves on that company's Compensation Committee, whether currently or within the past 3 years prior to appointment.
- Any member who is, or has a family member who is, a current partner of Fibra Inn's
  external auditor or who was a partner or employee of the external auditor and worked
  on the audit of Fibra Inn either currently or at any time during the 3 years prior to
  appointment.

Independent members must always act in the best interest of the Trust and not in favor of any particular group of certificate holders. Additionally, they must annually issue a personal statement declaring their compliance with independence standards, confirming that they are free from conflicts of interest, that their loyalty is not compromised, and that they are able to serve in the best interest of the Trust.



If any Independent Member loses their independence by falling under any of the circumstances described in this section, and it is desired to retain said member in the Technical Committee, such member may continue to be part of the Committee under the classification of Related Member. This must be submitted for approval by the Holders' Meeting, and the composition of the Technical Committee as provided in the Trust Agreement must be respected at all times.

#### **Related Members**

Related members are those who do not meet the criteria for independence. These may include individuals holding a position within the management or operations of the REIT, or those who were formerly Independent Members but lost their independence. They may be part of the Technical Committee when the Holders' Meeting considers that these individuals bring essential experience and knowledge that contribute to the decision-making of said governance body.

There may also be cases of Related Proprietary Members, which refers to holders or representatives of holders who are also part of the REIT's management or who were previously Independent Members. In such cases, their appointment is based solely on the proprietary right that corresponds to them by virtue of their holding, without requiring approval from the Holders' Meeting.

### Right to Nominate and Appoint Members \_\_\_\_\_



The composition of the Technical Committee is the prerogative of the Holders' Meeting, which establishes, through the Trust Agreement, how this body should be structured.



Currently, the Trust Agreement establishes that the Technical Committee must at all times be composed of a majority of Independent Members and that said committee shall be comprised of up to 21 (twenty-one) proprietary members and their respective alternates<sup>9</sup>.

The Independent Members of the Technical Committee must be appointed by the Holders' Meeting through the favorable vote of at least the majority of the votes present at such Holders' Meeting. The Founders' Trust must abstain from voting on such appointments, and such abstention shall not affect the quorum required for the vote<sup>10</sup>.

The appointment of Proprietary Members and their respective alternates shall be carried out in accordance with the provisions described in section 9.1.2 of the Trust Agreement.

The current Chief Executive Officer of the REIT shall be a member of the Technical Committee, and their alternate shall be the current Chief Financial Officer. Due to the nature of their positions, they shall be considered Related Members.

The Chairperson of the Technical Committee shall be appointed by the Founders' Trust from among the Proprietary Members it is entitled to appoint, in accordance with the provisions of this policy and the Trust Agreement. In the event of the temporary absence of the Chairperson, the Technical Committee shall, by majority vote, appoint from among the members attending the session, the member who will preside over that session.

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<sup>&</sup>lt;sup>9</sup> Article 9.1.2 of the Trust Agreement. <sup>10</sup> Article 9.1.2 of the Trust Agreement.



The Secretary of the Technical Committee, who may not be a member of the Committee, shall be appointed by a majority of the members of the Technical Committee<sup>11</sup>.

In accordance with the provisions currently set forth in the Trust Agreement—which may only be amended by the Certificate Holders' Meeting—the appointment of the members of the Audit Committee, the Practices Committee, the Nominations and Compensation Committee, and the Finance Committee shall be the responsibility of the Technical Committee. Likewise, the appointment of the respective Chairs and Secretaries shall also be the responsibility of said Committee<sup>12</sup>.

Similarly, pursuant to the current provisions of the Trust Agreement—which may only be modified by the Certificate Holders' Meeting—the Technical Committee is responsible for appointing the three Independent Members of the Investment Committee. The remaining two members must be appointed by the Founders' Trust and must also be members of the Technical Committee. Additionally, the Founders' Trust shall designate the Chair from among the Independent Members of the Investment Committee. The Secretary shall be appointed by the Technical Committee<sup>13</sup>.

All members of the supporting committees must, at all times, be members of the Technical Committee.

#### **Nomination and Appointment Process of Members**



Each year, the appointment and/or ratification of the members of the Technical Committee must be carried out. To this end, during the last quarter of the fiscal year prior to the expiration of the term of the Technical Committee members, the Nominations and Compensation Committee shall present to the Certificate Holders' Meeting the proposal for the appointment and/or ratification of members, as applicable. *Note: There will be no nationality requirements regarding the members of the Technical Committee*<sup>14</sup>,

<sup>&</sup>lt;sup>11</sup> Article 9.1.9 of the Trust Agreement.

<sup>&</sup>lt;sup>12</sup> Articles 9.2, 9.3, 9.4, and 9.5 of the Trust Agreement.

<sup>&</sup>lt;sup>13</sup> Article 9.7 of the Trust Agreement.



similarly, there shall be no discrimination based on race, sex, or religion, with equal opportunities always guaranteed for participation in the nomination processes. Based on the above, the best candidate will always be sought in accordance with the strategic plan.

The proposal presented to the Holders' Meeting shall inform about each candidate's compliance with the required profiles to become a member of the Technical Committee, taking into account current regulatory provisions, the needs of Fibra Inn, and the benefits of having a diverse Technical Committee. This proposal must be included in the materials for the Meeting in which such members will be proposed, appointed, and/or ratified.

Note: The proposal presented to the Holders' Meeting shall inform about each candidate's compliance with the required profiles to become a member of the Technical Committee, taking into account current regulatory provisions, the needs of Fibra Inn, and the benefits of having a diverse Technical Committee. This proposal must be included in the materials for the Meeting in which such members will be proposed, appointed, and/or ratified.

In addition to the above and in accordance with the nomination rights outlined in the Trust Agreement, the process for appointing members of the Technical Committee will be divided as follows:

#### **Patrimonial Members**

La designación de Miembros Patrimoniales se llevará a cabo con base en lo descrito en la sección 9.1.2 y 9.1.5 del contrato de Fideicomiso.

#### **Independent Members**

Independent Members must be selected based on their experience, capability, and professional reputation, also considering that—due to their characteristics—they are able to perform their duties free from conflicts of interest and without being subject to personal, patrimonial, or economic interests<sup>15</sup>.

<sup>&</sup>lt;sup>14</sup> Article 9.1.3 of the Trust Agreement.



Taking the above into consideration, the nomination and/or appointment of Independent Members shall be carried out under the following premises:

- An Independent Members Profile for the Technical Committee must be established based on the strategic needs of Fibra Inn. This profile must be developed by the Nominations and Compensation Committee and approved by the Technical Committee.
- Based on the previous point, the search for Independent Member candidates shall be carried out under the leadership of the Chair of the Nominations and Compensation Committee, leveraging the contact network, member databases and/or headhunter services.
- 3. If the certificate holders wish to exercise their nomination rights to propose an Independent Member, they may propose suitable candidates up to two (2) months prior to the relevant session. They must submit a résumé outlining the candidate's experience and provide written notice of their nomination intention to the Technical Committee, the Trustee, the Common Representative, and the Administrator, as described in the first paragraph of this section.
- 4. During the candidate search and/or nomination process, at least one female candidate must be considered. In case no suitable female candidate is identified, justification must be provided.
- 5. Once the candidates for Independent Members have been identified, each candidate must be assessed to ensure compliance with the independence and conflict-of-interest criteria established in this policy. If any potential non-compliance is identified, the Nominations and Compensation Committee must analyze each case individually to verify that the independence criteria are indeed met (interpretation criteria). Candidates must complete the independence and conflict-of-interest questionnaires prior to the interview process. This may be conducted with the support of the Secretary of the Nominations and Compensation Committee.

<sup>15</sup> Article 26 of the Securities Market Law.



- 6. If it is determined that any candidate or candidates for Independent Member do not meet the independence criteria, their nomination may not proceed. As such, the Nominations and Compensation Committee shall not submit said candidate for approval to the Holders' Meeting.
- 7. If there is no objection to the independence of the Independent Member candidates and the Nominations and Compensation Committee issues its recommendation, they shall be proposed for approval to the Holders' Meeting, where the Assembly must validate the independence of each of the proposed members, based on the information provided for such purpose by the Nominations and Compensation Committee.
- 8. A meeting shall be scheduled with each candidate for Independent Member. The interview sequence shall be as follows:
  - 1. Nominations and Compensation Committee, as a collegiate body.
  - 2. Technical Committee, as a collegiate body.
- 9. Based on the interviews conducted and the fulfillment of the required profile, the best candidate shall be identified under equal circumstances and objective criteria, in order to propose their appointments to the Holders' Meeting. In the event the Technical Committee does not include any female members and there is no difference in profile compliance between a male and a female candidate, the recommendation to appoint the female candidate shall be given priority.
- 10. Once the Independent Members are appointed, the appointment must be recorded in the corresponding Meeting minutes.

<sup>&</sup>lt;sup>16</sup> Artículo 26 de la Ley Mercado de Valores.



#### Member File



The Secretary of the Nominations and Compensation Committee shall be responsible for compiling a file for each member of the Technical Committee, which shall include:

- a) General personal information, including but not limited to: identity details, address, marital status, federal taxpayer registry, unique population registry code, nationality or migratory status. All information must be supported by documentation issued by the competent authorities.
- b) Where applicable, copies of degrees, certificates, diplomas, or any other type of document evidencing the recognition of technical or professional studies issued by higher education institutions, whether public or private, national or foreign, or certificates of technical or professional qualification.
- c) The curriculum vitae detailing each member's professional experience.
- d) The confidentiality agreement and declaration of no conflicts of interest.
- e) The independence questionnaire provided by Fibra Inn (Annex 1), if applicable.
- f) Minutes from the session of the Nominations and Compensation Committee confirming that the member meets the established profile.
- g) Letter of acceptance of the position and acknowledgment of responsibilities inherent to the role (see next section).

### Acceptance of the Position\_\_\_\_\_



Individuals appointed as members of the Technical Committee shall formally accept their positions through a letter addressed to the Secretary of the Technical Committee.



Acceptance of the position entails the signing of an agreement whereby the member commits to fulfilling their responsibilities as a member of the Technical Committee of Fibra Inn. This includes familiarity with the Trust Agreement, applicable regulations, best practices in Corporate Governance, their duties as a member of said Committee, the internal rules governing the operations of the Technical Committee and support committees, as well as corporate policies.

#### Removal and Replacement of Members\_



Independent Members may be removed at any time by a favorable vote of the majority of certificate holders during a formal Holders' Meeting session<sup>17</sup>.

Patrimonial Members may be removed at any time by those who appointed them, in accordance with Section 9.1.5. of the Trust Agreement. In other words, Patrimonial Members appointed by certificate holders may be removed from their positions by the same holders who appointed them, and Patrimonial Members appointed by the Founders' Trust may only be removed by the Founders' Trust.

Based on the above, the appointment of a new member may be required under the following circumstances:

- Upon completion of their annual term, without being reappointed by the Holders'
  Meeting to continue serving on the Technical Committee, or by the Technical
  Committee in the case of a support committee.
- Due to the limits established for Independent Members, as described later in the section titled "Term of Service of Members".

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 $<sup>^{\</sup>rm 17}$  Article 9.1.5 of the Trust Agreement.



In addition to the above, the following elements may result in the automatic removal of members of the Technical Committee or support committees:

- 1. The death, incapacity, or resignation of a member<sup>18</sup>.
- 2. Having committed an act that compromises the operation of Fibra Inn, the Technical Committee, or any support committee.

In the event of the temporary absence of a member of the Technical Committee, members may only be replaced by their respective alternate. Only one alternate may be designated for each proprietary member. Likewise, in the event of automatic removal, a new designation must be made within ten (10) business days, in accordance with the process outlined in the section "Nomination and Designation Process of Members"; otherwise, it will be considered that the respective certificate holders have waived their right to designate a member of the Technical Committee<sup>19</sup>.

#### Member Profile \_\_\_\_



In addition to having the knowledge, experience, and balance required by the Technical Committee to fulfill its responsibilities, Independent Members of the Technical Committee must meet the following requirements, as described in the section "Nomination and Selection Process of Members" of this policy:

- Skills and aptitudes.
- Impartial, objective, and independent judgment.
- Leadership skills.
- Good communication and interpersonal skills.
- Ability to ensure decisions are made and followed through.

<sup>&</sup>lt;sup>18</sup> Article 9.1.5 of the Trust Agreement.

<sup>&</sup>lt;sup>17</sup> Article 9.1.5 of the Trust Agreement.



- High ethical standards.
- Ability to conduct negotiations with tact and diplomacy.
- Ability to lead executive personnel.

In addition, members of the Technical Committee should possess the technical skills required to generate value within the Committee, based on Fibra Inn's long-term strategic plans and, where applicable, strategic areas of opportunity.

#### Member Induction \_\_\_



Prior to joining any governing body of Fibra Inn, the Secretary will support the Chair of the relevant body in coordinating an induction session. The purpose of this session is to ensure that, through the Chair, the new member becomes familiar with Fibra Inn's vision, mission, strategies, and short-, medium-, and long-term objectives, as well as the functions of the governing body to which they will belong.

The induction should enable new members to understand the Corporate Governance Model under which Fibra Inn's governing bodies operate and to learn about their roles as fundamental contributors to these bodies. It should encourage them to deliver the value expected of them.

The following topics must be included in the induction for new members:

- Holding of Real Estate Trust Certificates (CBFIs)
- Fibra Inn organizational chart
- Corporate governance model
- Fibra Inn financial statements
- Strategic plan
- Annual business plan
- Operating model
- Visit to the main operational facilities





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Members of the governing bodies, including Secretaries, must be ratified annually by the Holders' Meeting or by the Technical Committee, as applicable, in accordance with the section "Right to Nominate and Appoint Members" of this policy<sup>20</sup> and considering the following:

- The Holders' Meeting may, at its discretion, remove any independent member of Fibra Inn's governing bodies from office, even if the member's term has not yet concluded, provided the member falls under any of the scenarios described in the section "Removal and Replacement of Members" of this policy or receives negative evaluations for two consecutive years, as described in the following section. The Technical Committee may remove at any time any members of the supporting committees who were appointed by the Technical Committee.
- Members of the Technical Committee or any other governing body may resign by submitting a resignation letter addressed to the Secretary of the corresponding committee. The Secretary shall notify the members and, when applicable, the certificate holders, and may request that the nomination process be initiated for the appointment of a new member.

Except in cases of automatic removal described in the previous section "Removal and Replacement of Members," members shall continue to perform their duties even after their term has concluded or after submitting their resignation, for a period of up to thirty (30) calendar days. This is to allow for the designation of a replacement or until such replacement takes office<sup>21</sup>.

<sup>&</sup>lt;sup>20</sup> Article 9 of the Trust Agreement.

<sup>&</sup>lt;sup>21</sup> Article 24 of the Securities Market Law



The term of service for the Patrimonial Members shall be in accordance with Section 9.1.2 of the Trust Agreement.

The maximum term of service for the Independent Members is as follows:

A minimum of 5 years and a maximum of 10 years will be sought, with the objective
of maintaining continuity and independence within the Technical Committee and
governing bodies. Members must be ratified annually, as previously mentioned and in
accordance with the section "Evaluation of Members".

Note: Efforts will be made to avoid the departure of two or more Independent Members in the same year. If two or more Independent Members were appointed in the same year, or in the event of resignation, health issues, death, or any other circumstance, an extension of the term may be sought for one of the members. Such extension must be approved by the majority of the certificate holders in a formal Meeting of Holders.

Note: The Nominations and Compensation Committee shall propose a method for determining the order of departure for members of the governing bodies currently in office, so that the term of service described above is implemented gradually.

#### **Evaluation of Members**



In order to ratify the members of the Technical Committee, an evaluation of the governing bodies shall be conducted both collectively and individually, based on Fibra Inn's corporate guidelines, led by the Nominations and Compensation Committee.

This evaluation process must take place no less than every three years, and ideally every two years. The evaluation shall be conducted two to three months prior to the Ordinary Meeting of Holders in order to present the results during that meeting.



#### Compensation of Members \_\_\_\_\_



The compensation of the Patrimonial Members shall be based on the provisions of Section 9.1.11 of the Trust Agreement; however, the Meeting of Holders, upon the proposal of the Nominations and Compensation Committee, may approve remuneration for their duties, either in cash or in kind<sup>22</sup>.

Based on the above, all Independent Members shall be entitled to financial compensation, which will be determined by the Meeting of Holders, based on the recommendation of the Nominations and Compensation Committee.

The compensation of the Chairman shall not differ from the remuneration of the other members.

If the Secretary does not hold a position within the management, they shall be entitled to receive compensation for performing their duties. This compensation must be calculated and proposed by the Nominations and Compensation Committee, which will be responsible for the analysis, while the approval shall be the responsibility of the Meeting of Holders.

If the Secretary, in addition to this role, holds a position within management, and the Technical Committee so determines upon the proposal of the Nominations and Compensation Committee, they may receive additional economic compensation for carrying out these duties.

The participation or attendance of any key executive of Fibra Inn or permanent guest will not entail additional compensation beyond what they already receive for the execution and fulfillment of their duties.

<sup>22</sup> Article 9.1.11 of the Trust Agreement.



The compensation of the Independent Members of Fibra Inn's governing bodies shall consist of:

- 1. A variable attendance-based compensation, which will be paid for each session the member attends and will be calculated based on:
  - a) A market average standard, taking into account the number of hours and level of responsibility.
  - b) An analysis of the average number of hours required from members for each session, including the review of materials and minutes.

An Independent Member shall be entitled to compensation when participating in:

• Sessions of the Technical Committee, support committees, and special committees.

No more than 8 sessions per year may be paid for each governing body.

Independent Members may not serve on more than three support committees of the Technical Committee. If additional sessions of the Technical Committee or support committees are held, these will only be compensated when they are convened to address matters not included in the committee's annual work plan. The following will not be subject to compensation:

- Attendance as a guest to a committee of which the member is not part.
- Institutional events (year-end events, organizational or anniversary communications, among others).
- Time invested in training purposes.
- Meetings whose objective is to keep the member informed without involving decisionmaking.
- Brief informational meetings called by the Chairman or the Chief Executive Officer (via conference call, videoconference, or other alternative communication methods).



- The time invested by the member in reviewing and analyzing the information provided in preparation for the meetings is included in the variable per-session fee.
- Breakfasts, lunches, and dinners.
- Additional sessions required for deeper analysis and better understanding of one or more topics discussed in ordinary, extraordinary, or special sessions of the Technical Committee or support committees, provided that the number of such additional sessions does not exceed one or two sessions and the total duration of both sessions does not exceed 4 hours.

To determine the compensation of the Independent Members, a market study of compensation levels for public companies shall be used as a reference. This study shall be updated every 5 years, and the Meeting of Holders shall establish the percentile (high, medium, or low) to be used as the benchmark for determining the compensation of the members. Alternatively, the hourly rate of the Chief Executive Officer may be applied based on the number of hours required to perform their duties as membersse aplicará al número de horas requeridas para la ejecución de sus funciones como miembro.

Related Policies and/or Guidelines	_(example)
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Code	Policy	Responsible Party
	Evaluation Policy	
	Conflict of Interest Policy	
	Trust Agreement	
	Operating Rules of Governing Bodies	



### Update \_\_\_\_\_



Version	Emission date	Responsible	Aplication date	Approval
1	March of 2021	Nominations and Compensation Committee		



#### Appendix 1 - Composition of the Governing Bodies\_



#### **Technical Committee**

The Technical Committee shall be composed of up to 21 (twenty-one) members and their respective alternates. The Technical Committee must be comprised mostly of Independent Members. It will include 2 (two) Patrimonial Members appointed by the Founders' Trust and their respective alternates. In addition, the Chief Executive Officer of the Trust in office shall act as a Related Member, and the Chief Financial and Administrative Officer in office shall serve as his or her alternate.

#### **Audit Committee and Practices Committee**

The Audit Committee and the Practices Committee shall each be composed of 3 (three) Independent Members appointed by the Technical Committee for each respective committee<sup>24</sup>.

#### **Nominations and Compensation Committee and Financial Committee**

The Nominations and Compensation Committee and the Financial Committee shall each be composed of at least 5 (five) members. The majority of the members of said committees must be Independent Members of the Technical Committee<sup>25</sup>.

#### **Investment Committee**

The Investment Committee shall be composed of at least 5 (five) members, of which at least 3 (three) must be Independent Members of the Technical Committee. The remaining 2 (two) members shall be appointed by the Founders' Trust, and must also be members of the Technical Committee. Furthermore, the Founders' Trust must appoint the Chair of the Investment Committee from among the Independent Members who are part of said committee.

<sup>&</sup>lt;sup>23</sup> Article 9.1 of the Trust Agreement.

Articles 9.2 and 9.3 of the Trust Agreement.
 Articles 9.4, 9.5, and 9.6 of the Trust Agreement.

<sup>&</sup>lt;sup>26</sup> Article 9.7 of the Trust Agreement.



Appendix 2
Statement of Independence, Related Parties, and Confidentiality.
In order to verify your compliance with the independence and confidentiality requirements established in the Securities Market Law, the operating rules of the governing bodies, this policy, and other applicable regulations, we kindly ask you to complete the following statement:
Name of Declarant:
Age:
Governing Body to which you belong at Fibra Inn:  Shareholders' Meeting
☐ Technical Committee ☐ Audit Committee
<ul><li>☐ Practices Committee</li><li>☐ Nominations and Compensation Committee</li></ul>
 ☐ Financial Committee  ☐ Investment Committee
□ Other:



### A. Independence

1. Please indicate whether you are currently or have previously served as a key executive, employee, or statutory auditor of Fibra Inn
□ No
□ Yes
If applicable, please specify the position held and, if applicable, the exact date on which you ceased to hold such position:  Position:
Date you ceased to hold the position (if applicable):
2. Please indicate whether you currently have any significant influence or command power* over Fibra Inn.
□ No
☐ Yes
* Significant influence refers to the ownership of rights that allow, directly or indirectly, voting rights over at least 20% of the company's equity.
** Command power refers to the effective ability to decisively influence the resolutions adopted at the Holders Meeting, the Technical Committee, or the management of the company. A person is presumed to have command power if they hold control or are part of the control group.
If applicable, please describe the type of significant influence or command power you hold:
<del></del>
3. Please indicate whether you are a holder or part of the group of persons that maintains control over Fibra Inn.
□ No
☐ Yes



	Please indicate whether you are or have been a client, service provider, supplier, debtor, creditor, partner, board member or employee of a company that is a significant client, service provider, supplier, debtor, or creditor of Fibra Inn*
	ivo Yes
ш	
the	client, service provider, or supplier is considered significant if Fibra Inn's sales account for more than 10% of ir total revenue over the twelve months preceding the date of appointment. Similarly, a debtor or creditor is sidered significant if the credit amount exceeds 15% of the assets of either party.
If a	applicable, indicate the name of the company and your length of involvement:
5.	Please indicate whether you have a relationship by blood, marriage, or civil union up to
	the fourth degree, or are the spouse, common-law spouse or partner of any shareholder, officer, employee, supplier, client, debtor, creditor, partner, board member, or any individual with significant influence or control over Fibra Inn.
	Yes
Na —	me of the related person (past or present):
Pos	sition/Role of the related person:
Sp	ecify the degree of relationship:



6. Please indicate whether you or any member of your family has received, or agree receive, any payment from a company, its parent, or its subsidiary that is a significant, service provider, supplier, debtor, or creditor of Fibra Inn, in an amount exceed \$120,000.00 USD during a 12-month period following the three-year term mention above.	icant eding
□ No	
☐ Yes	
If applicable, indicate the name of the company, the individual, and the nature of your relationship:	
7. Please indicate whether you are related to any individual who, at any time within three years prior to your appointment, was employed by Fibra Inn or any of its pare subsidiary companies as a key executive.	
□ No	
□ Yes	
If applicable, indicate the name of the individual and your relationship:	
8. Please indicate whether you or any member of your family is, or has been, a par shareholder, or key executive of any company to which Fibra Inn has made or from with has received payments for goods or services exceeding either 5% of that compactonsolidated gross revenues or \$120,000.00 USD—whichever is greater—in the curfiscal year or any of the three preceding fiscal years. In such cases, the individual will be considered independent.	vhich any's rrent
□ No	
□ Yes	
If applicable, indicate the name of the individual and your relationship:	
	<u> </u>



	Please indicate whether you, or any member of your family, is or has been a key executive of another company (unaffiliated with Fibra Inn) in which a member of Fibra Inn has served on the Compensation Committee of that company, either currently or any time during the three years prior to your appointment.  No Yes
If	applicable, indicate the name of the individual and your relationship:
	Please indicate whether you, or any member of your family, is currently a partner of Fibra Inn's external auditor, or has been a partner or employee of such external auditor and participated in the audit of Fibra Inn either currently or at any time during the three years prior to your appointment.  No Yes
If	applicable, indicate the name of the individual and your relationship:



#### **B. Related Party Transactions**

As part of the documentation process for related party transactions, it is essential for us to obtain information from you regarding any transactions in which Fibra Inn may be involved and in which you may have a connection. Engaging in related party transactions does not in itself constitute a violation; however, failure to disclose such transactions may be considered a serious breach of your responsibilities.

Related party transactions are those conducted between Fibra Inn and another entity with which there is a capital, family, and/or professional relationship.

To facilitate your response, we list below—by way of example but not limitation—various types of activities that may involve a related party. However, if you are aware of any other transaction or activity not described here, please disclose it at the end of this document.

	1. Transactions with companies in which you have family, capital, or professional relationships.
	□ No
	☐ Yes
	If applicable, please provide details of the transaction and the related party:
2.	Transactions with companies that directly compete with any of Fibra Inn's business units.
	□ No
	☐ Yes
	* "Directly compete" refers to businesses that may substitute the services and products offered by any of Fibra Inn's business units.



If applicable, please provide details of the transaction and the related party:
<ul><li>3. Acquisition of real estate properties</li><li>☐ No</li><li>☐ Yes</li></ul>
If applicable, please provide details of the transaction and the related party:
<ul> <li>4. Contracting of construction works</li> <li>☐ No</li> <li>☐ Yes</li> </ul>
If applicable, please provide details of the transaction and the related party:
5. Procurement of supplies or services  ☐ No ☐ Yes
If applicable, please provide details of the transaction and the related party:
6. Provision of professional services  ☐ No



□ Yes
If applicable, please provide details of the transaction and the related party:
7. Disposal of real estate properties  No  Yes
If applicable, please provide details of the transaction and the related party:
8. Other
If applicable, please provide details of the transaction and the related party:
By means of this document, I hereby declare that I understand the need to submit a statement to confirm or rule out any potential conflict of interest.
I also acknowledge that any omission or failure to disclose related-party relationships or transactions may result in sanctions in accordance with applicable regulations. I commit to immediately inform Fibra Inn of any changes regarding the situations referred to in this statement.



#### C. Confidentiality

I hereby declare under oath that I am aware that all information related to Fibra Inn is strictly confidential (regardless of the means by which it has been disclosed to its employees, officers, agents, and/or advisors, and/or members and/or directors, whether verbally, visually, in printed form, through electronic means, recorded on magnetic media, microfilmed, or provided in any other way), and that I will use such information solely for the performance of my duties as

In view of the foregoing, I acknowledge my obligation to respect the confidential nature of such information ("Confidential Information") and to refrain from disclosing or distributing it to third parties, or from retaining total or partial copies or backups, whether physical or electronic. I shall not use such information for personal benefit or for the benefit of third parties, and I will devote my best efforts and abilities to protect and safeguard any Confidential Information that I may obtain in the roles I may perform.

I hereby commit that, upon the conclusion of my duties, and even prior to such conclusion if requested by Fibra Inn, I will return any Confidential Information in my possession.

I also acknowledge that:

1) Any breach of the obligations set forth herein shall give rise to the liabilities established under the Securities Market Law, the Federal Criminal Code, and other applicable regulations.



- 2) I shall be liable for any damages and losses caused to Fibra Inn as a result of any breach of the obligations assumed under this letter.
- 3) It is my responsibility to return any Confidential Information, or copies thereof, in my possession when requested and/or upon termination of my position.
- 4) I shall not disclose, copy, publish, share, reproduce, or create unauthorized backups of any Confidential Information to which I have access through Fibra Inn.
- 5) The obligations set forth in this letter regarding the duty to maintain the confidentiality and proper use of Confidential Information shall remain in effect for a period of ten years from the date on which my position as a Member (director), Holder, Officer, Employee, or Holder's Representative within Fibra Inn has ended.

Jate:		
Signature		