



The Boeing Company
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Anexo I

El Gobierno de los Estados Unidos Mexicanos a través del Banco Nacional de Obras y Servicios Públicos, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo (Banobras)
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Asunto: Garantías de Desempeño

Referencia: Contrato de Adquisición No. PA-04234 (**Contrato de Adquisición**) celebrado entre The Boeing Company, ("**El Proveedor**"), y el Gobierno de México a través del Banco Nacional de Obras y Servicios Públicos, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo (Banobras). ("**El Adquiriente**") y La Secretaría de la Defensa Nacional (SEDENA) en su capacidad de usuario final ("**El Usuario Final**") en relación con la Aeronave Modelo Boeing 737-800, la (**Aeronave**).

Este **Anexo "I"** enmienda y suplementa el presente Contrato de Adquisición. Todos los términos usados pero no definidos en este **Anexo "I"** tienen el mismo significado que en el presente Contrato de Adquisición.

Boeing se compromete a proporcionar al cliente las garantías de desempeño en el archivo adjunto. Estas garantías son exclusivas y vencen a la entrega de la aeronave al cliente.



1. Cesión.

Sin perjuicio de otras disposiciones del Contrato de Adquisición, los derechos y obligaciones que se describen en el presente acuerdo de carta son proporcionadas al cliente en la consideración del cliente de convertirse en el operador de la aeronave y no se puede asignar en todo o en parte.

2. “El Adquiriente”, “El Usuario Final” y “El Proveedor” entienden y convienen que cierta información comercial y financiera contenida en el Contrato de Adquisición es considerada como confidencial por ambas partes.

Ambas partes convienen en que tratarán el Contrato de Adquisición y la información contenida en el mismo como confidencial y no podrán, sin el consentimiento previo de la otra, divulgar el Contrato de Adquisición o cualquier información contenida en el mismo a cualquier otra persona o entidad, salvo que sea requerido por (i) ley aplicable o disposición gubernamentales, o (ii) en el caso del Cliente, para asegurar o financiar la Aeronave.

En relación con cualquier dicha divulgación o presentación del Contrato de Adquisición, o la información contenida en el mismo, de conformidad con cualquier ley aplicable o disposición gubernamental, cada parte solicitará y utilizará sus mejores esfuerzos para obtener un trato confidencial del Contrato de Adquisición y la información contenida en el mismo. Cada parte conviene en cooperar con la otra en cumplir y apoyar su solicitud de tratamiento confidencial.

THE BOEING COMPANY

Por: _____

Su: _____ Apoderado



ACORDADO Y ACEPTADO este

Fecha: _____, 2015

EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS A TRAVÉS DEL BANCO NACIONAL DE OBRAS Y SERVICIOS PÚBLICOS, SOCIEDAD NACIONAL DE CRÉDITO, INSTITUCIÓN DE BANCA DE DESARROLLO (BANOBRAS)

Por: _____

Su: _____

SECRETARIA DE LA DEFENSA NACIONAL

Por: _____

Su: _____

**MODEL 737-800 WITH WINGLETS PERFORMANCE GUARANTEES
FOR GOVERNMENT OF MEXICO DEPARTMENT OF DEFENSE**

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	MANUFACTURER'S EMPTY WEIGHT
4	AIRCRAFT CONFIGURATION
5	GUARANTEE CONDITIONS
6	GUARANTEE COMPLIANCE
7	EXCLUSIVE GUARANTEES

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 737-800 Aircraft with winglets and equipped with Boeing furnished CFM56-7B27E/B1 engines.

2 FLIGHT PERFORMANCE

Cruise Fuel Mileage

The cruise fuel mileage at a gross weight of 125,000 pounds on a standard day, at an altitude of 40,000 feet, at 0.80 Mach number and using not more than maximum cruise thrust, shall not be less than the following guarantee value:

NOMINAL:	0.0983	Nautical Miles/Pound
TOLERANCE:	-0.0020	Nautical Miles/Pound
GUARANTEE:	0.0963	Nautical Miles/Pound

3 MANUFACTURER'S EMPTY WEIGHT

The Manufacturer's Empty Weight (MEW) is guaranteed not to exceed the value specified in the Customer's Detail Specification plus one percent.

4 AIRCRAFT CONFIGURATION

4.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in D019A001, Revision T, "Configuration Specification, Model 737-600, -700, -800, -900ER", dated January 9, 2015, plus any changes mutually agreed upon or otherwise allowed by the Purchase Agreement to be incorporated into the Customer's Detail Specification (herein referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

4.2 The Manufacturer's Empty Weight guarantee of Section 3 will be adjusted by Boeing for the following in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix E of the Detail Specification and the actual weights.

5 GUARANTEE CONDITIONS

5.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

5.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, the 737-800 Certification Basis regulations specified in the Type Certificate Data Sheet A16WE, Revision 44, dated August 24, 2009.

5.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraph 5.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

5.4 The cruise fuel mileage guarantee includes allowances for normal power extraction and engine bleed for normal operation of the air conditioning system. Normal electrical power extraction shall be defined as not less than a 50 kilowatts total electrical load. Normal operation of the air conditioning system shall be defined as pack switches in the "Auto" position, the temperature control switches in the "Auto" position that results in a nominal cabin temperature of 75°F, and all air conditioning systems operating normally. This operation allows a maximum cabin pressure differential of 8.35 pounds per square inch at higher altitudes, with a nominal Aircraft cabin ventilation rate of 3,300 cubic feet per minute including passenger cabin recirculation (nominal recirculation is 47 percent). The APU is turned off unless otherwise specified.

5.5 The cruise fuel mileage guarantee is based on an Aircraft center of gravity location of 26.2 percent of the mean aerodynamic chord.

5.6 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of 18,580 BTU per pound.

6 **GUARANTEE COMPLIANCE**

6.1 Compliance with the guarantees of Sections 2 and 3 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 4 and the guarantee conditions of Section 5.

6.2 Compliance with the cruise fuel mileage guarantee shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

6.3 Compliance with the Manufacturer's Empty Weight guarantee shall be based on information in the "Weight and Balance Control and Loading Manual - Aircraft Report."

6.4 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

6.5 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

7 **EXCLUSIVE GUARANTEES**

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.