

**MODEL DEED FOR THE AUTONOMOUS CITY OF BUENOS AIRES,
CONURBATION OF BUENOS AIRES AND INTERIOR OF THE COUNTRY**

"CAV" PLAN -RESFC-2018-57APN-DIR#IAF of 22/03/2018 and its amendments

Appear Mr. (borrower).....and
Mr/Mrs..... in his capacity as **AGENT OF THE INSTITUTE FOR
FINANCIAL ASSISTANCE FOR THE
PAYMENT OF MILITARY RETIREMENTS and PENSIONS**, accrediting the legal
capacity that he invokes with the power granted on before the Notary Public Mr. to the
folio of the Registry of the Autonomous City of Buenos Aires whose photocopy is
attached to the folio year of this Registry, ratifying the Agent its full validity. And
the Agent, together with the Mr. (borrower) **STATE:** That the Board of Directors of the
Institute that he represents according to **Provision DI-XXXX-XX-APN-GRF #IAF dated**
 granted a loan in pesos, to the Mr. (borrower) in accordance with
**Contract No. "CAV" Plan - RESFC-2018-57APN-DIR #IAF of March 22, 2018 and its
amendments**, signed in a timely manner by him with the Institute which is paid in
accordance with the mortgage mutual agreement whose conditions are determined in
the clauses detailed below. **FIRST:** The Institute gives
as credit to the lord (borrower) and the latter accepts, the sum of PESOS (see
AMOUNT GRANTED, in letters and numbers) intended for the (see destination in the
Settlement) **PURCHASE OF HOUSING OR CONSTRUCTION OF HOUSING OR
CANCELLATION OF LIENS OR EXTENSION OR EXPANSION OF HOUSING OR
RENOVATION OF HOUSING OR COMBINATIONS OF
PURPOSES** according to the borrower's affidavit and records of the aforementioned
file, after deduction of the amount of **PESOS**..... (**see settlement VOUCHER**
(S), expressed in figures and letters), corresponding to the debtor balance (s) for the
contract (s), Plan (s)..... , which is/are considered canceled. The lord (borrower)
receives in this act from the mortgagee the amount of PESOSgranting

effective receipt and letter of payment for this instrument of the amount received (the preceding text, as for the payment of the credit, is for the Autonomous City of Buenos Aires). FOR THE INTERIOR OF THE COUNTRY the following text: receives in this act from the mortgagee the amount of PESOS previous deduction of the amount of PESOS (see settlement **VOUCHER /S**, expressed in figures and letters), corresponding to the debtor/s balance/s for the contract/s in, Plan/s. , the is/are deemed cancelled. In this act, the borrower hereby grants an effective receipt and letter of payment in the form. This amount was received by BANK TRANSFER N°..... sent by the Institute dated , the Saving Account No.....of Banco de la Nación Argentina - Officelocated on the streetProvince of- of which the authorising party is the holder, the withdrawal of said amount from the Saving Account being carried out in this act. **SECOND**: The repayment of the credit granted must be made in a **maximum term of 240 consecutive monthly installments** (or express the number of installments that appear in the settlement). The first instalment must be deducted from the assets corresponding to the month following the act of granting. If there is still a balance due, even having paid the total amount of installments provided, the borrower undertakes to cancel it together with the payment of Installment No. 240. In the event of default by the borrower, the Institute shall be entitled to initiate the relevant legal actions to obtain payment of the balance due. The borrower undertakes to repay the credit under the conditions established in Law No. 22,919 (amended by Law No. 25,659 and by Decree No. 860/09 and regulated by Decree No. 3.019/83) and the Regulations of the "CAV" Plan approved by RESFC-2018- 57APN-DIR #IAF of 22/03/2018 and its amendments, all of which he declares to know and accept in accordance, having taken full knowledge of the aforementioned regulations, receiving in this act a copy of the Provision and a copy of the liquidation carried out. The maximum amount of the initial fee is established at 40% on the items of the monthly income for all items stipulated in Art. 35 of Law No. 22,919, replaced by Art. 1 of Decree No. 860/09. The amount of the monthly fee

will be updated based on the generalized increases in military assets, as well as their balance, in the same proportion considering the degree with which the credit was granted. In application of the provisions of the art. 36 of Law No. 22,919. In case of change in the magazine situation of the borrower, the debt will be amortized as follows:

1) The borrower discharged from the Force or Withdrawn without having, will continue to pay the amount of the monthly fee, calculated as if it remained active in the degree with which the credit was granted. 2) The borrower who retires with credit will continue to pay the installment amount as if he remained active in the degree with which the credit was granted. The fees will not be reduced due to change in the magazine situation. The fee amounts established in the Regulations of this line of credit do not contemplate variations in income, more or less, of each particular borrower, varying according to general increases or decreases in military assets. In both cases 1) and 2), the provisions of Art. 36 of Law No. 22,919 and its amendments and, if there is still a balance due even having paid the total amount of installments provided, the borrower undertakes to cancel it together with the payment of Installment No. 240. In the event of default by the borrower, the Institute shall be entitled to initiate the relevant legal actions to obtain payment of the balance due. **THIRD**: The borrower undertakes to repay the credit under the conditions of Law No. 22,919, its Regulations, its amendments, **Decree No. 860/09 and the Regulations of the "CAV" Plan in force by RESFC-2018-57APN-DIR #IAF of 22/03/218 and its amendments, all of which it declares to know and accept in accordance, for having taken full knowledge of the aforementioned regulations**, receiving in this act a copy of the Provision and a copy of the Settlement made. The amount of the monthly fee will include: a) Interest - Administrative Charges of 7.76% per year proportional to the capital owed. b) Contribution to the Compensation Fund for Life Losses of borrowers for 1.00% per year proportional to the capital owed. c) Contribution to the Compensation Fund for Property Fire Losses for 0.72% per year

proportional to the capital owed. d) Contribution to the Mortgage Cancellation Fund for 0.12% per year proportional to the capital owed. e) Monthly amortization of the balance owed, for the difference between the amount of the total monthly installment paid and the variables listed above. The rates b) c) and d) may be modified by the Institute during the amortization period in accordance with the provisions of the Regulations of the operation. **FOURTH:** In guarantee of the credit granted, without prejudice to responding with all his present and future assets, the lord **ENCUMBERED** with a real right of MORTGAGE **IN THE FIRST DEGREE** to favor of **THE INSTITUTE OF FINANCIAL AID FOR PAYMENT OF WITHDRAWALS AND MILITARY PENSIONS FOR the SUM OF PESOS (letters and numbers) (\$)** the property located in**IT IS YOUR RESPONSIBILITY** **OF THE CERTIFICATES** issued by the Property Registry, domain number and inhibitions number and other certificates, etc. **(CANNOT DEED WITH DEBTS OF ANY NATURE, nor MORATORIUM PLANS IN FORCE).**

FIFTH: In this act the borrower adheres to the Claims Compensation Fund of Mandatory Life, determined in the Resolutions, Regulations and Standards that it declares to know and accept in full compliance. The borrower ratifies in full the affidavit of health duly signed. In the event that, by medical report, falsity or concealment could be verified in the affidavit presented, the Institute will oppose cause for reluctance and will deny the cancellation of the balance of the credit due and must be paid by the beneficiaries of the deceased. In case of default in the payment of service fees, the benefit of cancellation of the balance due will also expire, and must be paid by the beneficiaries of the deceased. **SIXTH:** In this act the borrower adheres to the Compensation Fund for

Fire claims, mandatory with the Institute, which exclusively covers the risk of fire on the property, excluding all other types of claims, including those derived from war that involve the Argentine Nation, acts of vandalism, expenses arising from floods and wilful misconduct or fault of the insured, governed by the Resolutions and Regulations that it declares to know and fully accept

conformity: The scope of coverage will be limited to the value of the balance due. In the event of a claim, the injured borrower must make a police report and report it to the Institute within FIVE (5) business days of the occurrence of the claim. The coverage will be extinguished: a) Upon verifying default in the payment of service fees. b) From the moment of the death of the borrower, with the balance due, covered by the Compensation Fund for Life Losses. c) Upon verifying the total cancellation of the debt, either by deposit of the balance or draft in early total cancellation, or by payment of the last installment of the credit, even if said installment has been generated for the discount for assets and has not been paid. **SEVENTH:** Borrower declares under oath not be included in the exclusions of the "**CAV Plan**". The following shall be grounds for nullity of the awarded contract: a) False declaration, reticence, fraud, deception, disfigured representation contained in the request or the applicant's failure to inform the Institute of circumstances that, if known, would have determined not to award the credit, to award it under other conditions or would have allowed forming a criterion other than the operation as far as the credit to be granted is concerned.

b) If after the deed a cause of nullity is known, the expiration of the credit will be declared and the borrower will be required to immediately repay the balance of the credit with the corresponding interest. **EIGHTH:** In the event of an auction, the INSTITUTE reserves the right to appoint a hammer maker, under the terms of Art. 563 of the Code of Civil and Commercial Procedure of the Nation; condition that the BORROWER expressly accepts, and establish the bases of the auction. **NINTH:** The debtor shall have the right to partially or totally cancel his debt, determining the balance, in accordance with the technical bases set by the Institute, which reserves the right to temporarily suspend authorizations for early cancellations of credits, in the event of extraordinary situations, which in its sole opinion justify it. **TENTH:** In accordance with provided for by Art. 34 of Law No. 22,919 and its amendments, the effects of the registration of mortgages will last until the complete extinction of the mortgage obligation.- As long as said obligation subsists, the mortgaged property may not be

encumbered or assigned without the consent of the Board of Directors.- It may only be disposed of, after cancellation of the credit that is implemented by this act and the consequent lifting of the encumbrance constituted in its guarantee.- The Property Registry must take note of the prohibitions that have just been mentioned and also in accordance with the provisions of said legal norm will expressly state them in any report or certificate issued about the property subject to the taxation of which the preceding clauses account. **ELEVENTH**: The borrower undertakes to pay all taxes, fees, contributions, common expenses, etc. that affect the mortgaged property, and must submit the respective receipts to the Institute when required. All fees and expenses demanded by this mortgage deed and its registration will be borne by the borrower. All present and future fees and expenses arising from the performance of this agreement shall be borne solely by the borrower. **TWELFTH**: For the purposes of the notification of delay in the payments of amortization of the mortgage loan, the communication sent by the Institute to the address of the mortgaged property will be considered reliable. **THIRTEENTH**: The title of ownership of the encumbered property will remain in the custody of the Institute until the total cancellation of the obligation. **FOURTEENTH** for judicial purposes Mr. (borrower) waives any jurisdiction that may correspond to it to submit to the Federal Civil and Commercial Justice of the Federal Capital, constituting for such purposes legal address at calle No. Department of the Autonomous City of Buenos Aires. **FIFTEENTH**: ***ONLY FOR CONSTRUCTION CASES, point 3.11. of the Annex to RESFC-2018- 57APN-DIR #IAF and its amendments will be transcribed.*** The Legal Representative of the Institute ACCEPTS the mortgage constituted in favor of its principal and constitutes legal domicile at Calle Cerrito No. 572 of the Autonomous City of Buenos Aires. **PRESENT** in this act from the beginning is the spouse of the mortgagor, Mrs..... (specifying in which nuptials) grants the assent required by article 456, 457, 461, 470 and concordant of the Civil and Commercial Code of the Nation, with respect

to the operation carried out by his spouse, in solidarity with the payment of the debt contracted by him. CERTIFICATES: **A)** The INSTITUTE OF FINANCIAL AID FOR PAYMENT OF MILITARY RETIREMENTS and PENSIONS, created by Law No. 12,913, today governed by Law No. 22,919 and its amendments, is an autonomous institutional entity with legal personality and financial individuality that acts in the jurisdiction of the DEPARTMENT OF DEFENSE; **B)** The Institute is registered in the General Tax Directorate under the number the borrower (record CDI/CUIT/Cuil No.)

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