



Enrique Granados 208, Colinas de San Jerónimo  
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**TRANSACTION AGREEMENT [REDACTED]**  
**(Hereinafter "AGREEMENT")**  
**OCTOBER 3, 2017**

**PREAMBLE**

**Whereas** [REDACTED] (hereinafter "ISSUER") has signed SERVICES CONTRACT [REDACTED] (hereinafter "FIDES CONTRACT") through which ISSUER was capitalized by a deposit with FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR (hereinafter "FIDES");

**Whereas** this AGREEMENT is subordinate to and governed in all aspects by the FIDES CONTRACT, which is made part hereof by the parties hereto by this reference thereto;

**Whereas** ISSUER has contracted in MTN PURCHASE CONTRACT [REDACTED] dated 24 August 2017 (hereinafter "TA") to issue MEDIUM TERM NOTES (hereinafter "MTN") that are backed by cash funds deposited with FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR (hereinafter "FIDES");

**Whereas** the UNITED STATES OF AMERICA government adopted the U.N. UNCITRAL CONVENTION as law in 2005;

**Whereas** the U.N. UNCITRAL CONVENTION includes terms and conditions for INTERNATIONAL BILLS OF EXCHANGE ("IBOE") to be issued;

**Whereas** FIDES, as per law in Mexico, may issue IBOE in UNITED STATES DOLLARS;

**Whereas** ISSUER, by signing the FIDES CONTRACT, agreed to accept IBOE issued by FIDES;

**Whereas** ISSUER, by signing the FIDES CONTRACT, agreed to execute any AGREEMENT that is legal, profitable, and involves no risk;

**Whereas** [REDACTED] (" [REDACTED] ") has acquired the MTN issued by ISSUER;  
The parties hereto hereby agree and covenant that,

**CLAUSES**

- 1) The PREAMBLE hereof is hereby made part of the CLAUSES hereof by this reference thereto.



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- 2) Upon request by ISSUER, FIDES shall issue an IBOE as payment for each MTN issued by ISSUER as per the TA and shall deliver such IBOE to coordinates as may be specified by ISSUER.
- 3) ISSUER and/or other parties that are signatories to the TA shall propose one or several SURROGATES acceptable to [REDACTED] so that [REDACTED] may assign MTN owned by [REDACTED] to the SURROGATES for the MTN to be processed by the SURROGATES to obtain loans from LENDERS.
- 4) 50% of loan proceeds shall be distributed as per the TA.
- 5) 50% of loan proceeds shall be invested as per the TA.
- 6) Although other investments may be used, [REDACTED] proposes that the investment funds be held on account, to be protected and used by professional traders to create profits, which could include the purchasing by or on behalf of the SURROGATE of oil and gas or derivatives at market value to be resold by or on behalf of the SURROGATE at twice the purchase price as per, or like unto, the protocol found in <http://www.change2100.com/THIBMART/OIL & GAS MARKET MAKING.pdf>
- 7) Investment income would be used to fully pay the loan amount plus interest charged, and after the loan has been fully paid, investment income would be treated as specified in the TA or as may otherwise be agreed to in writing by the parties hereto.
- 8) At the discretion of a LENDER, the investment account and proceeds may be exchanged as collateral for the loan, thus unencumbering the initial collateral presented.
- 9) In the event a LENDER does not accept MTN presented as collateral to provide the loan, the LENDER may specify collateral that would be acceptable and it is up to the parties that are signatories to the TA to find a SURROGATE that may present said acceptable collateral in exchange for the MTN and funds backing the MTN being provided as a guarantee to the SURROGATE.
- 10) A SURROGATE would be compensated from investment income as may be specified in an addendum to this AGREEMENT, signed by all parties hereto.
- 11) In the event a LENDER needs capital and/or deposits to provide a loan as per or like unto protocols of the Bank of England as described in <http://www.bankofengland.co.uk/publications/Documents/quarterlybulletin/2014/qb14q102.pdf>, capital and deposits may be provided to the LENDER through a separate negotiation.
- 12) Subject to approval by the parties that signed the TA, any party that may wish to do so may use this AGREEMENT to process any number of MTN as indicated herein to obtain funding as indicated in the TA.



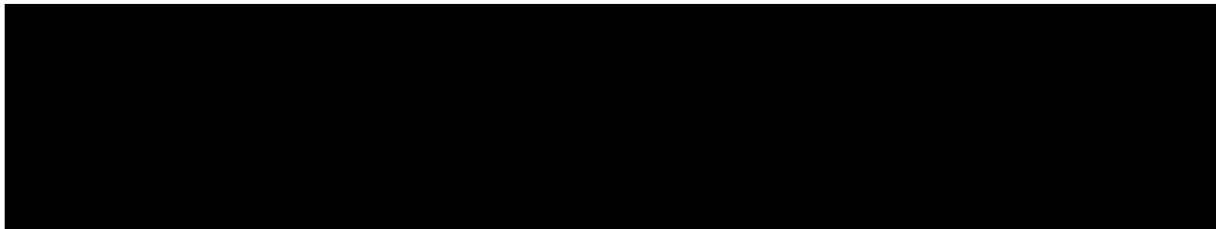
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**IN WITNESS OF THE FOREGOING UNDERSTANDING**, the parties have caused their common seals to be hereunto affixed.

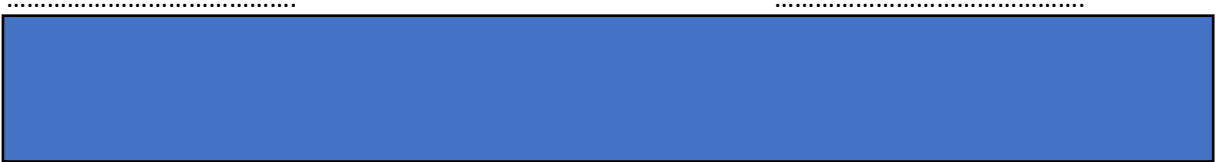
THE COMMON SEAL of the within named: FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR  
Was hereunto affixed in the presence of:



THE COMMON SEAL of the within-named: [redacted]  
Was hereunto affixed in the presence of:



THE COMMON SEAL of the within-named: [redacted]  
Was hereunto affixed in the presence of:



THE COMMON SEAL of the within-named: [redacted]  
Was hereunto affixed in the presence of:

