

INVAG

INVERSIONES DE VALOR AGREGADO S.A. DE C.V.

Enrique Granados 208, Colinas de San Jerónimo
Monterrey, N.L. 64630
Phone: +5281-2235-3008
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CONTRACT

INVAG-██████████-001B

17 July 2017

Between

INVERSIONES DE VALOR AGREGADO, S.A. DE C.V.

Enrique Granados 208, Colinas de San Jerónimo Monterrey, N.L. 64630/ Mexico
represented by the President, ██████████
(hereinafter "INVAG")

And

██████████
██████████
represented by ██████████
(hereinafter "██████████")

- I. This contract is subject to and is governed in all aspects by SERVICES CONTRACT FIDES-██████████-PLC-1, which the parties hereto hereby make part hereof by this reference thereto.
- II. As accepted by both parties, FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR (hereinafter "FIDES") is the closing bank for this contract.
- III. ██████████ hereby repurchases the MEDIUM TERM NOTE (hereinafter "MTN") sold to INVAG through CONTRACT INVAG-██████████-001A, providing as payment \$200 Million UNITED STATES DOLLARS.
- IV. ██████████ payment is hereby tendered by a return of the \$100 Million UNITED STATES DOLLARS payment made by the FIDES PRIVATE LENDER(S) through CONTRACT INVAG-██████████-001A, plus transfer of \$100 Million UNITED STATES DOLLARS from account ██████████ within FIDES held for further benefit of ██████████ to account ██████████ within FIDES held for the benefit of INVAG.
- V. ██████████ guarantees to provide INVAG a loan of \$50 Million UNITED STATES DOLLARS, to be deposited in an account for INVAG within ██████████ using the INVAG account ██████████ within FIDES as collateral, which account shall be blocked by FIDES until such time as the full loan (principal and interest) has been repaid.
- VI. The loan provided by ██████████ will have an interest rate of 7.2% compounded annually and, if any amount of the loan is not repaid (principal and interest) prior to its maturity date (which shall be 10 years and one day from the date the loan is provided), it shall be repaid by transfer from INVAG account ██████████ within Fides to account ██████████ held for further benefit of ██████████ within FIDES. Any amount remaining in INVAG account ██████████ shall be transferred to an accounts within FIDES for benefit to FIDES PRIVATE LENDER(S) whose funds were used.

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- VII. INVAG shall use 50% of proceeds from the loan provided by [REDACTED] in a long-term investment approved by [REDACTED] to repay the loan (principal and interest) ; and, once the loan is repaid, income from the investment shall be disbursed as TRANSACTION INCOME as stipulated in SERVICES CONTRACT FIDES-[REDACTED]-PLC-1.
- VIII. INVAG shall use 25% of proceeds from the loan provided by [REDACTED] to deposit in an INVAG account with [REDACTED] established for the further benefit of the FIDES PRIVATE LENDER(S) whose funds are used as the basis for the purchase of the [REDACTED] MTN by INVAG.
- IX. INVAG shall use 25% of proceeds from the loan provided by [REDACTED] to deposit in an INVAG account with [REDACTED] established for the purposes of accruing funds to be used to exchange for funds to be transferred from FIDES to [REDACTED]

Date: 17. July 2017

Signature INVAG, The President (Seal)

Signature [REDACTED] The Managing Director (seal)

*is published after conclusion of the agreement at REUTERS/ London and BLOOMBERG/ New York