



Enrique Granados 208, Colinas de San Jerónimo  
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#### TRANSACTION AGREEMENT

FIDES- [REDACTED]-7172017-1

17 July 2017

#### PREAMBLE

Whereas INVERSIONES DE VALOR AGREGADO, S.A. DE C.V. (hereinafter "INVAG") has been selected as surrogate by FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR (hereinafter "FIDES") to engage, on behalf of FIDES, in transactions with [REDACTED] (hereinafter "[REDACTED]"),

Whereas execution of this TRANSACTION AGREEMENT FIDES- [REDACTED]-7172017-1 is founded on the availability of funds provided to INVAG through PRIVATE LENDERS contracted with FIDES;

Whereas INVAG and [REDACTED] shall execute INVAG- [REDACTED]-001A (hereinafter "C-1") and INVAG- [REDACTED]-001B (hereinafter "C-2"), which the parties hereto hereby make part hereof by this reference thereto;

Whereas this TRANSACTION AGREEMENT FIDES- [REDACTED]-7172017-1 is subject to and is fully governed by SERVICES CONTRACT FIDES- [REDACTED]-PLC-1, which the parties hereto hereby make part hereof by this reference thereto;

The parties hereto hereby covenant and agree that:

#### CLAUSES

- 1) The parties hereto by this reference thereto hereby make the PREAMBLE hereof part of the CLAUSES hereof.
- 2) The execution of C-1, followed by the execution of C-2, shall constitute one "EXECUTION SET".
- 3) Clause 2) shall simultaneously and concurrently be executed 1,000 times, constituting 1,000 EXECUTION SETS; and, with each execution of C-2, FIDES and [REDACTED] hereby and herewith agree that FIDES shall increment the deposit made into account [REDACTED] within FIDES, held for further benefit of [REDACTED] as payment to [REDACTED] for the services to be provided as per SERVICES CONTRACT FIDES- [REDACTED]-PLC-1, by an amount equal to the payment stipulated in clause III in C-2.
- 4) With the completion of each EXECUTION SET, an amount equal to 50% of the value paid for the repurchase of the MTN (as per C-2) by [REDACTED] shall be allocated as TRANSACTION INCOME, with the allocation for [REDACTED] to remain in account [REDACTED] within FIDES, and with the remainder being disbursed from that account as per SERVICES CONTRACT FIDES- [REDACTED]-PLC-1 into accounts established within FIDES by the receiving parties.



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- 5) With the completion of each EXECUTION SET, proceeds from the loan provided by [REDACTED] to INVAG shall be allocated as per C-2.
- 6) With the completion of each EXECUTION SET:
- A) \$25 Million UNITED STATES DOLLARS will be allocated to be added to, and to remain in account [REDACTED] held for the further benefit of [REDACTED] within FIDES.
  - B) \$25 Million UNITED STATES DOLLARS will be allocated to be added to account [REDACTED] held for the benefit of [REDACTED] within FIDES, and thereafter to be disbursed to an account internal to FIDES for the benefit of FIDES.
  - C) \$25 Million UNITED STATES DOLLARS will be allocated to be added to account [REDACTED] held for the benefit of [REDACTED] within FIDES, to be used for the purchase of UNIFORM ADVERTISING WEEK SERVICES by [REDACTED] as per SERVICES CONTRACT FIDES- [REDACTED] PLC-1, by that amount being transferred in an account internal to FIDES for the benefit of the provider of UNIFORM ADVERTISING WEEK SERVICES.
  - D) \$25 Million UNITED STATES DOLLARS will be allocated to be added to account [REDACTED] held for the benefit of [REDACTED] within FIDES, to be used for the purchase of UNIFORM ADVERTISING WEEK SERVICES by [REDACTED] on behalf of FIDES, as per SERVICES CONTRACT FIDES- [REDACTED] PLC-1, by that amount being transferred in an account internal to FIDES for the benefit of the provider of UNIFORM ADVERTISING WEEK SERVICES.
  - E) \$12.5 Million UNITED STATES DOLLARS shall be deposited into an INVAG account with [REDACTED] established for the further benefit of the FIDES PRIVATE LENDER(S) whose funds were used in the purchase of [REDACTED] MTN by INVAG.
  - F) \$12.5 Million UNITED STATES DOLLARS shall be deposited in an INVAG account with [REDACTED] to accrue funds to be used to exchange for funds deposited in FIDES to satisfy transfer requests by FIDES depositors.
  - G) \$25 Million UNITED STATES DOLLARS shall be placed into a long-term investment approved by INVAG and by [REDACTED] to repay the loan provided by [REDACTED] (principal and interest).
  - H) Once the long-term investment is terminated, unless FIDES and [REDACTED] choose to terminate this TRANSACTION AGREEMENT FIDES- [REDACTED]-7172017-1, the principal returned (if any) shall be placed into another long-term investment approved by INVAG and by [REDACTED] with proceeds allocated the same as with proceeds of the previous long-term investment.



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- l) All values stipulated in this clause 6) are to be multiplied by 1,000 to determine amounts that will be accrued by the execution of all EXECUTION SETS as per this TRANSACTION AGREEMENT FIDES [REDACTED]-7172017-1.
- 7) This TRANSACTION AGREEMENT FIDES [REDACTED] 7172017-1 shall automatically be terminated once all 1,000 EXECUTION SETS have been satisfied and the associated long-term investments have been terminated and not renewed by INVAG and [REDACTED]

Date: 17. July 2017

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Signature FIDES, The President (Seal)

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Signature [REDACTED] The Managing Director (seal)