

CONTRACT

001B

31 July 2017



Between

[REDACTED] (hereinafter "[REDACTED]")

Incorporated [REDACTED]

Represented herein by Director, [REDACTED]

And

[REDACTED] (hereinafter "[REDACTED]")

Located at [REDACTED]

Represented herein by Managing Director, [REDACTED]

- I. This contract is subject to and is governed in all aspects by SERVICES CONTRACT FIDES-[REDACTED] 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 E.N.R. (hereinafter "FIDES") is the "Closing Bank" and "PAYMASTER" for this contract.
- III. [REDACTED] hereby repurchases the MEDIUM TERM NOTE (hereinafter "MTN") sold to [REDACTED] through CONTRACT [REDACTED]-001A, providing as payment \$200 Million UNITED STATES DOLLARS.
- IV. [REDACTED] payment is hereby tendered by a return of the \$100 Million UNITED STATES DOLLARS payment made by [REDACTED] through CONTRACT [REDACTED]-001A, plus transfer of \$100 Million UNITED STATES DOLLARS from account [REDACTED] within FIDES held for further benefit of [REDACTED] to account [REDACTED] within FIDES held for the benefit of [REDACTED]
- V. [REDACTED] guarantees to provide [REDACTED] a loan of \$50 Million UNITED STATES DOLLARS, to be deposited in an account for [REDACTED] within [REDACTED] using [REDACTED] account [REDACTED] within FIDES as collateral, which amount of \$50 Million UNITED STATES DOLLARS deposited in [REDACTED] account [REDACTED] within FIDES shall be

[REDACTED]



blocked by FIDES until such time as the full loan (principal and interest) has been repaid.

- VI. The loan provided by [REDACTED] 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 [REDACTED] account [REDACTED] within FIDES to account [REDACTED] held for further benefit of [REDACTED] within FIDES.

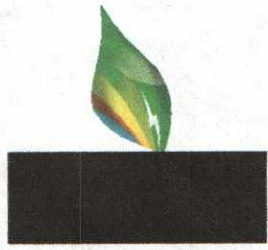
- VII. [REDACTED] hereby and herewith irrevocably provides FIDES full and exclusive contractual control over 100% of proceeds from the loan that shall be provided by [REDACTED] which FIDES (subject to approval by [REDACTED] and by [REDACTED] shall use to arrange participation in non-depletion non-risk transactions presented by FIDES to produce profits (hereinafter "C-2 PROFITS"); and, both [REDACTED] and [REDACTED] hereby and herewith irrevocably commit to honor this full and exclusive contractual control by FIDES of said proceeds as defined in this clause and to execute any required documents (as may be agreed to by FIDES, by [REDACTED] and by [REDACTED] for compliance with this clause.

- VIII. 50% of C-2 PROFITS shall be used by FIDES as PAYMASTER to repay the loan (principal and interest); and, once the loan is repaid, shall be disbursed by FIDES as PAYMASTER, as TRANSACTION INCOME, as stipulated in SERVICES CONTRACT FIDES-[REDACTED] 1.

- IX. 25% of C-2 PROFITS shall be disbursed by FIDES as PAYMASTER, as per IBOE JVA FIDES-[REDACTED]-20172807, which is a private contract between [REDACTED] and FIDES.

- X. 25% of C-2 PROFITS shall be deposited by FIDES as PAYMASTER in a [REDACTED] account with [REDACTED] for the further benefit of FIDES, established for the purpose of accruing funds to be used to exchange for funds to be transferred from FIDES to [REDACTED] and [REDACTED] hereby irrevocably provides FIDES 100% and exclusive control and authority to use and/or disburse said funds in said account at the sole discretion of FIDES.





CONTRACT

[Redacted] -001B

31 July 2017

Signature **[Redacted]** The Director (Seal)

Signature **[Redacted]** The Managing Director (seal)

Signature **[Redacted]** The Director (Seal)

