



Enrique Granados 208, Colinas de San Jerónimo
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TRANSACTION AGREEMENT
FIDES [REDACTED]-7312017-1
31 July 2017

PREAMBLE

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

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

Whereas, this TRANSACTION AGREEMENT FIDES-[REDACTED] 7312017-1 is subject to and is fully governed by SERVICES CONTRACT FIDES-[REDACTED]-1, which the parties hereto hereby make part hereof by this reference thereto;

Whereas, SERVICES CONTRACT FIDES-[REDACTED]-1 Clause 3), stipulating payment by FIDES to [REDACTED] has been fully complied with and monetized by FIDES having deposited the full payment amount in clean, clear funds of non-criminal origin into account [REDACTED] held for further benefit to [REDACTED]

Whereas, subject to approval by FIDES, funds deposited in account [REDACTED] within FIDES, held for further benefit to [REDACTED] may be used by [REDACTED] to transfer on a ledger to ledger basis to other accounts within FIDES, may be used by [REDACTED] as the basis for a new FIDES IBOE JVA, as per the FIDES IBOE JVA TEMPLATE found in <http://change2100.com/THIBMART/DIRECTORY/directory.html>, or may be transferred by [REDACTED] to an account within [REDACTED] in exchange for funds that may be accumulated through this TRANSACTION AGREEMENT FIDES-[REDACTED]-7312017-1 as part of the execution of clause 6) E) of this TRANSACTION AGREEMENT FIDES-[REDACTED]-7312017-1;

Whereas, the purpose of this TRANSACTION AGREEMENT FIDES-[REDACTED] 7312017-1 is to use funds, held in FIDES account [REDACTED] for the further benefit of [REDACTED] and funds held in FIDES account [REDACTED] for the benefit of [REDACTED] to engage in business through which [REDACTED] shall create deposits within [REDACTED] from proceeds of loans that [REDACTED] shall make to [REDACTED] based on funds deposited in [REDACTED] account [REDACTED] within FIDES, which funds are to be used as stipulated in C-2;

Whereas, loans that shall be made by [REDACTED] to [REDACTED] as per this TRANSACTION AGREEMENT FIDES-[REDACTED] 7312017-1, shall constitute the monetization result, within [REDACTED] of business transacted as per C-1 and C-2;

The parties hereto hereby covenant and agree that:



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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) The MTN which is the subject of an EXECUTION SET may be monetized by [REDACTED] reselling it to [REDACTED] to FIDES, to a buyer presented by FIDES or by [REDACTED] or to any other buyer under terms and conditions that [REDACTED] and the buyer may agree to; with 100% of proceeds being the sole property of [REDACTED].
- 4) 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] 1, by an amount equal to the payment stipulated in clause III in C-2.
- 5) 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] 1 into accounts established within FIDES by the receiving parties.
- 6) With the completion of each EXECUTION SET, proceeds from the loans provided by [REDACTED] to [REDACTED] shall be allocated as per C-2.
- 7) With the completion of each EXECUTION SET:
 - A) \$25 Million UNITED STATES DOLLARS will be allocated to be deposited 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 deposited in 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] -1, by that amount being transferred in an account internal to FIDES for the benefit of the provider of UNIFORM ADVERTISING WEEK SERVICES.



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- 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]-1, by that amount being transferred in an account internal to FIDES for the benefit of the provider of UNIFORM ADVERTISING WEEK SERVICES.
- E) C-2 PROFITS, as defined in C-2, shall be allocated and/or disbursed by FIDES as PAYMASTER, as defined in C-2, which is designed to create a continual flow of funds that may be expended, disbursed, or otherwise used in business, with a principal amount equal to loan values remaining within [REDACTED] without depletion and without being put at risk.
- 8) This TRANSACTION AGREEMENT FIDES-[REDACTED] 7312017-1 shall automatically be terminated, at 10 years and 30 days from the date of this TRANSACTION AGREEMENT FIDES-[REDACTED] 7312017-1, unless renewed by mutual consent, with all funds that originated with loans, after the loans have been repaid, being distributed as TRANSACTION INCOME as defined in SERVICES CONTRACT FIDES-[REDACTED]-1.

Date: 31. July 2017

Signature FIDES, The President (Seal)

Signature [REDACTED] The Managing Director (seal)

Signature [REDACTED] The Director (Seal)

Signature [REDACTED] The Director (seal)