



Enrique Granados 208, Colinas de San Jerónimo  
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**MTN PURCHASE CONTRACT ADDENDUM**

[REDACTED]-[REDACTED]-00002A  
[REDACTED]

The purpose of this ADDENDUM is to define the parties involved in the MTN PURCHASE CONTRACT ([REDACTED]-[REDACTED]0002, hereinafter "SOF CONTRACT") and their obligations in the agreement.

**1. INTEGRAL PART OF SOF CONTRACT**

The Parties hereto agree to make this MTN PURCHASE CONTRACT ADDENDUM [REDACTED]-[REDACTED]0002A an integral part hereto the SOF CONTRACT.

**2. REQUISITE APPROVALS**

Upon execution of SOF CONTRACT [REDACTED] undertakes to secure all requisite approvals to facilitate the issuance of MTNs.

**3. PARTIES IN THE AGREEMENT**

The MTN PURCHASE CONTRACT ([REDACTED]-[REDACTED]0002) is a transaction agreement BETWEEN FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR, a financial institution incorporated and operating under the Laws of Mexico, whose place of business is located in Monterrey, N.L., Mexico (hereinafter referred to as "FIDES" which expression shall where its context so admits include its successors-in-title and assigns) of the first part;

AND

[REDACTED]  
[REDACTED] (hereinafter referred to as "[REDACTED]" which expression shall where its context so admits include its successors-in-title and assigns) of the second part.

AND

[REDACTED] herein represented by [REDACTED], CEO (hereinafter "[REDACTED]") with address of [REDACTED] (hereinafter referred to as or "[REDACTED]" which expression shall, where its context so admits, include its successors-in-title and assigns) of the third part

AND

[REDACTED] hereinafter referred to as [REDACTED] which expression shall, where its context so admits, include its successors-in-title and assigns) of the other part.

The above are hereinafter referred to individually as "Party" and collectively as "Parties".

**4. OBLIGATIONS OF THE PARTIES:**

The key obligations of the parties are as follows:

- A. [REDACTED] Issuer of Medium Term Notes (MTNs)



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- B. FIDES: Collateral holding bank
- C. [Red Box] Initial Purchaser of the MTNs issued
- D. [Blue Box] End-Buyer of the MTN provided to [Blue Box] by [Red Box]

LIMITATION OF LIABILITY

Each Party shall defend, indemnify and hold the other Party and its affiliates, and their respective directors, officers, employees, harmless from and against any and all liabilities, losses, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including reasonable attorneys' fees and other expenses of litigation actually incurred) arising out of any claim, lawsuit, demand, assessment, proceeding or action ("Claim") brought by a third party arising out of or resulting from: the gross negligence, recklessness or acts or omissions of the indemnifying Party and its affiliates, and their respective directors, officers, employees with respect to this MoU and the transactions contemplated hereby; and any breach of any representation, warranty or covenant of the indemnifying Party hereunder.

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

[Blue Box]

DATE:

[Blue Box]

DATE

THE COMMON SEAL of the within-named: FALCONETTI BANK PLC  
Was hereunto affixed in the presence of:

[Black Box]

DATE:

[Black Box]

DATE

THE COMMON SEAL of the within-named: STAR OIL NV  
Was hereunto affixed in the presence of:

[Red Box]

DATE:

[Red Box]

DATE

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

[Blue Box]

DATE:

[Blue Box]

DATE