



Enrique Granados 208, Colinas de San Jerónimo
Monterrey, N.L. 64630
Phone: +5281-2235-3008
+5281-2235-3009

MTN PURCHASE CONTRACT ADDENDUM

██████████-██████████0001A

August 30, 2018

1. PURPOSE

The purpose of this ADDENDUM is to define the parties involved in the MTN PURCHASE CONTRACT ██████████-0001, hereinafter (“██████████ CONTRACT”) and their obligations in the agreement.

2. INTEGRAL PART OF ██████████ CONTRACT

The Parties hereto agree to make this MTN PURCHASE CONTRACT ADDENDUM ██████████0001A an integral part hereto of the ██████████ CONTRACT.

3. REQUISITE APPROVALS

Upon execution of ██████████ CONTRACT, ██████████ shall undertake the issuance of MTNs.

4. PARTIES IN THE AGREEMENT

The MTN PURCHASE CONTRACT (██████████0001) is a transaction agreement between FIDES GESTION FINANCIERA, S.A. DE C.V., 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

██████████ (hereinafter referred to as “██████████” which expression shall where its context so admits include its successors-in-title and assigns) of the second part.

AND

██████████ (hereinafter “██████████”), a company in Mexico, (hereinafter referred to as or “██████████” which expression shall where its context so admits include its successors-in-title and assigns) of the third part

AND

██████████ and having its registered office at ██████████ (hereinafter referred to as “██████████” 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”.



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5. OBLIGATIONS OF THE PARTIES:

The key obligations of the parties are as follows:

- A. [Red Box] Issuer of Medium Term Notes (MTNs)
- B. FIDES: Collateral holding bank
- C. [Black Box]: Initial Purchaser of the MTNs issued
- D. [Blue Box]: End-Buyer of the MTN provided to [Blue Box] by [Black 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 contract and the transactions contemplated hereby; and any breach of any representation, warranty or covenant of the indemnifying Party hereunder.



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

THE COMMON SEAL of the within named: FIDES GESTION FINANCIERA, S.A. DE C.V. was hereunto affixed in the presence of:

DATE:

DATE:

THE COMMON SEAL of the within-named: _____
Was hereunto affixed in the presence of:

DATE:

DATE:

THE COMMON SEAL of the within-named: _____
Was hereunto affixed in the presence of:

DATE:

THE COMMON SEAL of the within-named: _____
Was hereunto affixed in the presence of:

DATE:

DATE: