



Enrique Granados 208, Colinas de San Jerónimo
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MTN PURCHASE CONTRACT

[REDACTED]-[REDACTED]-00002

24 August 2017

THIS MTN PURCHASE CONTRACT is made this 24th day of August 2017

PREAMBLE

- I. Whereas, [REDACTED] registered as [REDACTED] hereinafter "[REDACTED]", is prepared to issue Medium Term Notes ("MTN");
- II. Whereas, each MTN issued shall mature ten years and 30 days from the date of this MTN PURCHASE CONTRACT [REDACTED]-[REDACTED]-00002 (hereinafter "SOF CONTRACT") or ten years and 30 days from the date of issuance, whichever is later;
- III. Whereas, each MTN shall have a face value of \$200 Million UNITED STATES DOLLARS;
- IV. Whereas, each MTN shall be collateralized by \$200 Million UNITED STATES DOLLARS on deposit in account 01170036 (hereinafter "ACCOUNT HELD FOR [REDACTED]") in FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR (hereinafter "FIDES"), located in Monterrey, N.L., Mexico, held for the benefit of [REDACTED];
- V. Whereas, FIDES and [REDACTED], herein represented by [REDACTED] CEO (hereinafter [REDACTED]) with address of [REDACTED] [REDACTED] have executed IBOE JOINT VENTURE AGREEMENT FIDES-[REDACTED] 20172408 (hereinafter "JVA"), a copy of which is attached hereto and which copy the parties hereto hereby make part hereof by this reference thereto;
- VI. Whereas, FIDES shall certify upon the execution of this Agreement that the said funds for the purchase of the MTNs upon issuance have been made readily available in [REDACTED] account within FIDES for [REDACTED] use; and, upon request from [REDACTED] FIDES shall certify that the Funds are clean, clear and of non- criminal origin.
- VII. Whereas, the collateral for each MTN shall be clearly identified in the MTN;
- VIII. Whereas, each MTN shall clearly stipulate that payment at term shall be made by the holder of the MTN having or opening an account with FIDES and, as per instructions on each MTN, FIDES shall transfer the full payment amount from the ACCOUNT HELD FOR [REDACTED] to the account within FIDES held for the then holder of the MTN;
- IX. Whereas, [REDACTED] shall purchase each MTN issued by [REDACTED] as described above, for \$100 Million UNITED STATES DOLLARS, and hereby and herewith instructs FIDES to transfer that amount from account [REDACTED] (hereinafter [REDACTED] ACCOUNT) in FIDES to the ACCOUNT HELD FOR [REDACTED]



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- X. Whereas, [REDACTED] shall immediately resell each MTN to [REDACTED] (hereinafter "[REDACTED]") a [REDACTED] corporation with registered offices at [REDACTED] [REDACTED] for \$200 Million UNITED STATES DOLLARS;
- XI. Whereas, [REDACTED] shall purchase each MTN issued by [REDACTED] that is offered to [REDACTED] by [REDACTED] through this SOF CONTRACT, and hereby and herewith instructs FIDES to transfer \$200 Million UNITED STATES DOLLARS from [REDACTED] (hereinafter "[REDACTED] ACCOUNT") to [REDACTED] ACCOUNT, for each MTN purchased by [REDACTED] from [REDACTED] and [REDACTED] hereby and herewith agrees to accept such transfer as full payment for each MTN;
- XII. Whereas, [REDACTED] shall undertake to securitize each MTN issued, through the services of a Broker/Dealer for a major securities firm such as [REDACTED];
- XIII. Whereas, [REDACTED] shall provide any funds in any manner that may be necessary for the securitization of the MTN;
- XIV. Whereas, funds for payment of securitization of MTN shall be obtained by [REDACTED] functioning as an INDEPENDENT CONTRACTOR as defined in the TEXAS HOLDINGS, INC 2016 BUSINESS MODEL, specifically by the purchase of LIVE ADVERTISING packages by entities referred by [REDACTED] or otherwise found by [REDACTED];
- XV. Whereas, [REDACTED] hereby and herewith commits on best efforts basis to provide business referrals to [REDACTED] for the purposes of promotion of LIVE ADVERTISING so that funds for securitization may thus be obtained;
- XVI. Whereas, FIDES and [REDACTED] have executed SERVICES CONTRACT FIDES-[REDACTED] PLC-1 (hereinafter "[REDACTED] CONTRACT"), a copy of which is attached hereto and which copy the parties hereto hereby make part hereof by this reference thereto, and which in all aspects governs this SOF CONTRACT;
- XVII. Whereas, each time, as per this SOF CONTRACT, [REDACTED] sells an MTN with face value of \$200 Million UNITED STATES DOLLARS to [REDACTED] as mutually agreed hereby and herewith by FIDES and by [REDACTED] FIDES shall increase the amount stipulated in Clause 3) of [REDACTED] CONTRACT by \$200 Million UNITED STATES DOLLARS;
- XVIII. Whereas, [REDACTED] hereby and herewith acknowledges that use of all funds in ACCOUNT HELD FOR [REDACTED] and of all funds that may be obtained or derived from business transacted (issuance of MTNs to [REDACTED]) therewith is subject to approval by FIDES;
- XIX. Whereas, [REDACTED] hereby and herewith acknowledges that use of all funds in [REDACTED] ACCOUNT and of all funds that may be obtained or derived from business transacted therewith is subject to approval by FIDES;
- XX. Whereas, the SOF CONTRACT is hereby declared by FIDES and by [REDACTED] to be a TRANSACTION AGREEMENT as stipulated and defined in [REDACTED] CONTRACT;



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The parties hereto hereby agree and covenant that:

CLAUSES

- 1) The parties hereto hereby make the PREAMBLE hereof part of the CLAUSES hereof by this reference thereto.
- 2) The parties hereto shall comply with and execute the PREAMBLE hereof as many times and as often as they may mutually agree in written ADDENDUMS to this SOF CONTRACT.
- 3) [redacted] shall undertake to lodge each MTN purchased from [redacted] in a [redacted] account with a major brokerage firm such as [redacted]
- 4) [redacted] shall use the services of professionals to undertake financial transactions based on the MTN values lodged within the [redacted] brokerage account to produce profits; with each such transaction being subject to approval by FIDES, by [redacted] and by [redacted]
- 5) On a quarterly basis, or as otherwise may be agreed to in ADDENDUMS to this SOF CONTRACT, [redacted] shall retain 10% of profits as its fee for managing the [redacted] brokerage account wherein the MTN are lodged, and [redacted] shall transfer the remaining 90% of profits ("SOF CONTRACT PROCEEDS") to coordinates (Financial Institutions of choice) that all parties hereto may agree to in ADDENDUMS to this SOF CONTRACT.
- 6) The transfer of SOF CONTRACT PROCEEDS by [redacted] will be in exchange for funds of equal value being transferred from an account within FIDES, designated by the receiving party, to the [redacted] ACCOUNT within FIDES.
- 7) The SOF CONTRACT PROCEEDS shall be disbursed in exchange for funds within FIDES, one-third to the JVA, one-third as TRANSACTION INCOME as per the [redacted] CONTRACT, and one-third to a FIDES account to be accumulated and used, subject to approval by FIDES, upon request, to exchange funds for entities (including [redacted] [redacted] and [redacted] that have funds deposited in FIDES that they may wish to transfer and deposit in other institutions.
- 8) This SOF CONTRACT shall automatically terminate 30 days after the maturity date of the last MTN processed as per this SOF CONTRACT, if not otherwise extended by ADDENDUM to this SOF CONTRACT, signed by all the parties hereto.
- 9) Each MTN purchased by [redacted] will, at the maturity date, be collected by [redacted] solely to be paid with funds blocked by Fides for this purpose.



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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., SOFOM ENR
Was hereunto affixed in the presence of:



DATE:



DATE

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



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



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



DATE:



DATE