



Enrique Granados 208, Colinas de San Jerónimo
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MTN PURCHASE CONTRACT

[REDACTED]-[REDACTED]-0001

30 August 2018

THIS MTN PURCHASE CONTRACT is made this 30th day of August 2018

PREAMBLE

- I. Whereas, [REDACTED],
[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]-0001 (hereinafter [REDACTED] 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 \$500 Million UNITED STATES DOLLARS;
- IV. Whereas, each MTN shall be collateralized by \$500 Million UNITED STATES DOLLARS on deposit in account 1802003 (hereinafter [REDACTED] ACCOUNT”) in FIDES GESTION FINANCIERA, S.A. DE C.V. (hereinafter “FIDES”), located in Monterrey, N.L., Mexico, held for the benefit of [REDACTED];
- V. Whereas, FIDES and [REDACTED], (hereinafter [REDACTED]), a company in Mexico, have executed IBOE JOINT VENTURE AGREEMENT dated 30 August 2018, (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 [REDACTED] ACCOUNT 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 \$250 Million UNITED STATES DOLLARS, and hereby and herewith instructs FIDES to transfer that amount from [REDACTED] ACCOUNT [REDACTED] (hereinafter [REDACTED] ACCOUNT) in FIDES to the [REDACTED] ACCOUNT;
- X. Whereas, [REDACTED] shall immediately resell each MTN to [REDACTED] (hereinafter [REDACTED]) a [REDACTED] corporation with registered offices at [REDACTED] for \$500 Million UNITED STATES DOLLARS;
- XI. Whereas, [REDACTED] shall purchase each MTN issued by [REDACTED] that is offered to [REDACTED] by [REDACTED] through this [REDACTED] CONTRACT, and hereby and herewith instructs FIDES to transfer \$500 Million



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UNITED STATES DOLLARS from 10160002 (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, obtaining required registration codes and securing services of an on-line transfer agent;
- 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 may be obtained by [REDACTED] working with an INDEPENDENT CONTRACTOR (selected by [REDACTED]) as defined in the TEXAS HOLDINGS, INC 2016 BUSINESS MODEL, specifically by the purchase of LIVE ADVERTISING packages by entities referred by [REDACTED];
- XV. Whereas, [REDACTED] hereby and herewith commits on best efforts basis to provide business referrals to the INDEPENDENT CONTRACTOR 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]-001 (hereinafter “SERVICES 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 [REDACTED] CONTRACT;
- XVII. Whereas, each time, as per this [REDACTED] CONTRACT, [REDACTED] sells an MTN with face value of \$500 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 SERVICES CONTRACT by \$500 Million UNITED STATES DOLLARS;
- XVIII. 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 (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 [REDACTED] CONTRACT is hereby declared by FIDES and by [REDACTED] to be a TRANSACTION AGREEMENT as stipulated and defined in SERVICES CONTRACT;

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.



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- 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 [REDACTED] CONTRACT.
- 3) [REDACTED] shall undertake to lodge each MTN purchased from [REDACTED] in a HOWSE 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 [REDACTED] 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 (" [REDACTED] CONTRACT PROCEEDS") to coordinators (Financial Institutions of choice) that all parties hereto may agree to in ADDENDUMs to this [REDACTED] CONTRACT.
- 6) The transfer of [REDACTED] 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 [REDACTED] CONTRACT PROCEEDS shall be disbursed in exchange for funds within FIDES, one-third to the JVA, one-third as TRANSACTION INCOME as per the SERVICES 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 [REDACTED] CONTRACT shall automatically terminate 30 days after the maturity date of the last MTN processed as per this [REDACTED] CONTRACT, if not otherwise extended by ADDENDUM to this [REDACTED] 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.
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: