

**ASSET PURCHASE/REPURCHASE CONTRACT IEC-XXX001**

**March 3, 2015**

Whereas, [name and legal description of seller] (hereinafter “**SELLER**”) has [legal description of asset provided by seller] (hereinafter “**ASSET**”) which SELLER desires to sell;

Whereas, INTERNATIONAL ENERGY COOPERATIVE, (a Texas DBA for TEXAS HOLDINGS, INC.; hereinafter ”**IEC**”) desires to purchase ASSET from SELLER;

Whereas, IEC may arrange for use of DOCUMENTARY FUNDS (hereinafter “**DOC FUNDS**”) which are guaranteed payable by FIDES GESTION FINANCIERA, S.A. de C.V., SOFOM, ENR (hereinafter “**FIDES**”);

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) SELLER agrees to sell ASSET for [amount in words] [\$x,xxx.xx] USD (hereinafter “**NEGOTIATED PRICE**”).
- 3) IEC shall provide DOC FUNDS sufficient for the purpose of this acquisition.
- 4) IEC shall buy ASSET for NEGOTIATED PRICE and shall pay with DOC FUNDS valued at 125% of NEGOTIATED PRICE.
- 5) SELLER shall, separate and apart here from, contract with IEC to discount DOC FUNDS as pre-negotiated with IEC.
- 6) GRACIA ABUNDANTE, S.A. (hereinafter “**GA**”) shall receive 20% of NEGOTIATED PRICE from IEC, from proceeds of discounted DOC FUNDS, as fee for services as ASSET MANAGER to accelerate the execution of DOC FUNDS payment protocols.
- 7) **USPES**, a Collin County Texas, USA DBA, shall receive 20% of NEGOTIATED PRICE from IEC, from proceeds of discounted DOC FUNDS, as FACILITATOR fee, for arranging contract with GA.
- 8) FIDES shall receive 20% of the NEGOTIATED PRICE from IEC, from proceeds of discounted DOC FUNDS, as fee for guaranteeing DOC FUNDS.

- 9) SELLER shall receive 40% of the NEGOTIATED PRICE from IEC from proceeds of discounted DOC FUNDS as full payment for items sold as per this contract by SELLER to IEC.
- 10) SELLER shall pay 0.4% of the NEGOTIATED PRICE as a partial payment up front to GA for GA's services due upon signing of this contract. This partial payment shall be refunded to SELLER when the full fee is received by GA.
- 11) SELLER shall pay 0.4% of the NEGOTIATED PRICE as a partial payment up front to USPES for USPES' services due upon signing of this contract. This partial payment will be refunded to SELLER when the full fee is received by USPES.
- 12) SELLER shall repurchase ASSET from IEC for twice the NEGOTIATED PRICE.
- 13) IEC shall arrange DOC FUNDS, on behalf of SELLER with all related costs being satisfied by IEC, for 250% of the NEGOTIATED PRICE, and IEC shall accept said DOC FUNDS as full payment from SELLER for the repurchase of ASSET.
- 14) Each page of this agreement and any attachments thereto or amendments thereof may be initialed, signed, and transmitted electronically.
- 15) A full set of copies of individually initialed and signed pages of this agreement and any attachments and/or amendments:

Has the same validity and force of law as an original initialed and signed agreement.
- 16) The applicable law by which this agreement shall be construed and interpreted is:

"The United Nations Convention on Contracts for the International Sale of Goods"  
(CISG, made in Vienna, 1980)
- 17) In the event there arise conflicts requiring judicial resolution, the conflicts shall be resolved without further recourse:
  - A) By arbitration as per "The Vredespaleis" located in The Hague, The Netherlands (see [www.vredespaleis.nl](http://www.vredespaleis.nl));
  - B) With any conflict requiring resolution to be presented at either "The International Court of Justice" or at "The Permanent Court of Arbitration".
- 18) A party wishing to make use of arbitration shall be required to arrange for such judicial process and take full and sole responsibility for covering all expenses related thereto.
- 19) If the arbitration rules in favor of the party initiating the mentioned arbitration all the expenses of the arbitration process will then be reimbursed by the defaulting party.

20) Decision by arbitration shall be presentable in any Court of competent jurisdiction for enforcement.

SIGNATURES

IEC

SELLER

---

**[Name]**  
**[Identification]**  
President

---

**[Name]**  
**[Identification]**  
**[Title]**

**[NOTARY OR WITNESS]**

**[NOTARY OR WITNESS]**