



## Participation partnership agreement

### Objective:

This document is written in good faith with all the parties present, in order to establish the agreements for the creation, support, issuance, distribution, administration and commercialization of the ERC 223 token called MAYA PREFERRED 223 and the profits obtained from this activity.

### CLAUSES

#### FIRST. The parties.

A. U.K. FINANCIAL LTD, legally incorporated company in the United Kingdom, with address located at 160 City Road London England, with legal registration: EC1V2NX, represented by JAMES DAHLKE. (Group 1 one)

B. acting as representative  
for group 2 two. Address located at

C. acting as representative for group 3 three.  
Address located at

#### SECOND. Responsibility of each party/group.

##### GROUP 1

Declares to have the capacity, necessary faculties and experience to create and issue the ERC223 token, called MAYA PREFERRED 223. It will be responsible for ensuring that the token issuance complies with all the legal at international level and technological needs pertinent to its proper issuance, commercialization and distribution. It will also be in charge of programming and executing the launch and distribution strategy in the media that will result in the best benefit for the project.

Furthermore, it will be in charge of maintenance and supervision of the technological platforms related to the project.

Declares to have the capacity, necessary faculties and experience to create and issue the ERC223 token, called MAYA PREFERRED 223. It will be responsible for ensuring that the token issuance complies with all the legal at international level and technological needs pertinent to its proper issuance, commercialization and distribution. It will also be in charge of programming and executing the launch and distribution strategy in the media that will result in the best benefit for the project.

*James Dahlke*

Furthermore, it will be in charge of maintenance and supervision of the technological platforms related to the project.

James Dahlke agrees to deliver daily, the profits from all types of sales of tokens, to all the members of the groups proportionally, according to the percentages, as conforming the stipulated in this contract.

Likewise, after the sale of the first million tokens, he undertakes to distribute the remaining tokens 249 million, for its protection, to the groups proportionally in the percentages already agreed in this contract.

## GROUP 2

Declares to have the capacity, necessary faculties and experience to manage the resources in fiduciary currency and cryptocurrencies obtained as a result of the commercialization of the ERC223 token, called MAYA PREFERRED 223. In addition, it will be in charge of coordinating the marketing, communication and work of all the groups in relation to the project.

Its responsibility will be to communicate and make every day the payments of commissions to the people or companies that join as strategic allies in the marketing of the token.

Moreover, this group 2 two has the responsibility to assure transparency in all the operations of buying and selling resulting of the commercialization of the ERC223 token, called MAYA PREFERRED 223

has the responsibility to assure transparency and distribution of the tokens and money fund of his group and present to the other members of his group the information related to the selling or buying of the tokens ERC223 called MAYA PREFERRED 223, who received from Group 1 one. Moreover, he has the responsibility to transmit this information to Group 3 three.

## GROUP 3

Declares to have the legal faculties and the right to exploit the mines listed in Appendix 1. Furthermore, it is responsible for maintaining said rights indefinitely with the obligation that the proven reserves of precious metals in these mines serve to support the value of the token ERC223 called MAYA PREFERRED 223.

It also declares to have the capacity and experience in mining matters assuming the responsibility of coordinating the mines with the communities of the region to maintain the necessary explorations, payment of taxes and rights of each mine to conserve them indefinitely, being also the responsibility of this group the writing of pertinent reports to the proper authorities, and finally, it will be responsible for the

*James Dahlke*

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presentation of sustainable projects to support the communities and their legally recognized members.

has the responsibility to assure transparency and distribution of the tokens and money fund of his group and present to the other members of his group the information related to the selling or buying of the tokens ERC223 called MAYA PREFERRED 223, who received from Group 1 one and Group 2 two.

### THIRD. Distribution of the profits.

In accordance to this agreement, U.K. FINANCIAL LTD, represented by JAMES DAHLKE, is obligated and has the responsibility to give to each GROUP their corresponding tokens or money, depositing the tokens or money funds generated from all the types of transactions related with the selling or buying of the token ERC223 called MAYA PREFERRED 223, in the 4 four accounts detailed below. In this way, each group representative will receive 30 % thirty percent in his respective account as detailed in this document and 10% will be deposited in the fourth account reserved for the management of sustainable and/or productive projects and some possible mining activities after an agreement between the 3 three groups. Furthermore, each group representative is responsible and has the obligation in distributing his group's part of the tokens or money funds generated from all the types of transactions related with the selling or buying of the token ERC223 called MAYA PREFERRED 223 in their corresponding percentages of each participant or member of his respective group like described to continuation.

- A. GROUP 1 – 30% Thirty percent divided as follows:
  - 1.- U.K. FINANCIAL LTD 100%
- B. GROUP 2 – 30% Thirty percent
- C. GROUP 3 – 30% Thirty percent

*James Dahlke*

D. DEVELOPMENT OF SUSTAINABLE AND/OR PRODUCTIVE PROJECTS

The tokens or money funds generated from all the types of transactions related with the selling or buying of the tokens ERC223 called MAYA PREFERRED 223 will be delivered to a bank account in accordance of all the groups.

**FOURTH. Management of sustainable and/or productive projects.**

Based on the applicable professional studies, the three groups will approve the projects respecting the legislation in force each place. GROUP 2 will be responsible for the administration and verification of the correct use of said resources.

**FIFTH. Confidentiality agreement.**

The content of this contract, as well as all the information that each of the parties will come to know of the other by virtue of their commercial relationship, will be confidential in accordance with the applicable Mexican and International legislation (the "Confidential Information") and may not be made known to third parties without the prior written consent of the Owner Party.

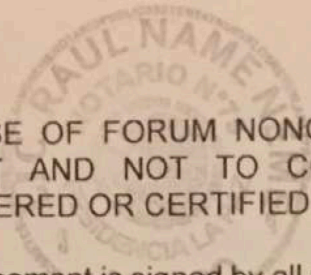
The parties undertake to ensure that their staff, partners and advisors comply with the provisions of this clause.

In the event that one group or member of one group fails to comply with any of the provision of this clause, they will have to pay for the damages that such breach will cause and as all the other members affected decide it, without prejudice to the other legal actions that may result from the violation of the provisions of the same, including the offense of disclosure of secrets classified in the Federal Criminal Code and the Industrial Property Law.

**SIXTH. Governing Law and Jurisdiction.**

This Agreement is governed by and shall be construed in accordance with the laws of the Mexican Republic and the International Rights, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in Mexico City, Mexico for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Each of the Parties further agrees that service of any process, summons, notice or document to such Parties respective address set forth in Clause 1 shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. NO PARTY HERE TO SHALL CHALLENGE OR CONTEST THE SUBJECT MATTER OR PERSONAL JURISDICTION OF ANY SUCH COURT OR ITS VENUE OR ASSERT THE

*James Dahlke*



DEFENSE OF FORUM NONCONVENIENS AND EACH PARTY AGREES TO ACCEPT AND NOT TO CONTEST THE ADEQUACY OF SERVICE BY REGISTERED OR CERTIFIED MAIL.

This agreement is signed by all parties and will observe all applying laws established by the United States Data Protection Law.

**SEVENTH. Formalization of the agreement.**

Upon signing this document all parties agree this is a legally binding contract and agree to the terms and conditions within this document attaching to it the copies of the RFCs, passports and CURP of each of the partners.

Witnessing all signatures that after reading and agreeing with this legal instrument on March 20, 2019.

*James Dahlke*

JAMES DAHLKE

Representative of U.K. FINANCIAL LTD

--- **EL SUSCRITO LICENCIADO RAUL NAME NEME, NOTARIO PUBLICO** NUMERO SETENTA Y NUEVE DEL ESTADO DE MEXICO, CON RESIDENCIA EN LA PAZ, MEXICO.-

----- **CERTIFICO** -----

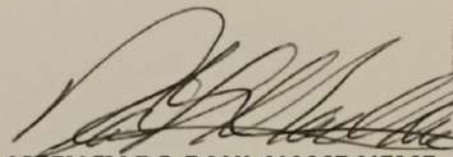
--- QUE LA PRESENTE COPIA FOTOSTATICA QUE VA EN **SEIS** FOJAS UTILES MISMAS QUE CONCUERDAN FIELMENTE CON SU ORIGINAL, QUE TUVE A LA VISTA SIN CALIFICAR SU AUTENTICIDAD, VALIDEZ O LEGALIDAD, POR NO CONSTARLE EL ACTO AL SUSCRITO Y POR NO HABER COMPARECIDO ANTE MI LAS PARTES, CON LA QUE COTEJE EN LOS TERMINOS DE ASIEN TO NUMERO. -----

--- **CINCO MIL CUATROCIENTOS SETENTA Y SIETE DEL LIBRO DE COTEJOS NUMERO SEIS.**-----

--- LOS REYES, LA PAZ, ESTADO DE MEXICO **A CUATRO DE ABRIL DEL AÑO DOS MIL DIECINUEVE** -----

--- DOY FE. -----

RNN/aslp.



**LICENCIADO RAUL NAME NEME**

NOTARIO PUBLICO No. 79 DEL ESTADO DE MEXICO  
CON RESIDENCIA EN LA PAZ.

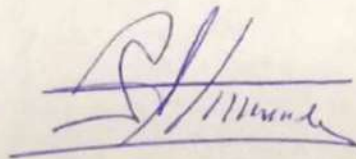


## Appendix 1: Letter Commitment

On March 20, 2019

To representative of Group 1 one of the Participation partnership agreement about the ERC 223 token called MAYA PREFERRED 223 and the profits obtained from this activity.

with the transfer of rights that accredits me as the sole owner of the Santiago Apóstol mine, I promise that during all the useful life of the ERC 223 token called MAYA PREFERRED 223, not to exploit any type of mineral that is found in the same but preserve it in optimal conditions, celebrating the agreements that have to be made with the federal, state and municipal authorities as well as with the communities that are part of it. So through this writing, I state that it is my desire to preserve the Santiago Apóstol mine unexploited under the conditions mentioned for which I freely sign this document.

A handwritten signature in blue ink, appearing to be 'S. Miranda', written over a horizontal line.

## Appendix 2: Letter Commitment

On March 20, 2019

To Representative of Group 1 one of the Participation partnership agreement about the ERC 223 token called MAYA PREFERRED 223 and the profits obtained from this activity.

as legal representative of La Guadalupe, La Guadalupe II, Grano De Oro, La Fortuna and Juan Del Oro mines, I promise that during all the useful life of the ERC 223 token called MAYA PREFERRED 223, not to exploit any type of mineral that is found in the same but preserve them in optimal conditions, celebrating the agreements that have to be made with the federal, state and municipal authorities as well as with the communities that are part of each one. So through this writing, I state that it is my desire to preserve La Guadalupe, La Guadalupe II, Grano De Oro, La Fortuna and Juan Del Oro mines unexploited under the conditions mentioned for which I freely sign this document.

A handwritten signature in blue ink, consisting of a large, stylized loop and a horizontal line crossing it.



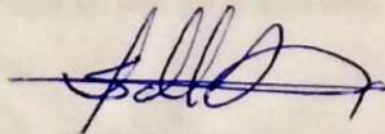
## Appendix 3: Letter Commitment

On March 20, 2019

To Representative of Group 1 one of the Participation partnership agreement about the ERC 223 token called MAYA PREFERRED 223 and the profits obtained from this activity.

as legal representative of Las Tres Marias, Cebollas Sur and Los Laureles mines, I promise that during all the useful life of the ERC 223 token called MAYA PREFERRED 223, not to exploit any type of mineral that is found in the same but preserve them in optimal conditions, celebrating the agreements that have to be made with the federal, state and municipal authorities as well as with the communities that are part of each one. So through this writing, I state that it is my desire to preserve Las Tres Marias, Cebollas Sur and Los Laureles mines unexploited under the conditions mentioned for which I freely sign this document.

I also accept that the mentioned mine(s) backed the Maya Preferred 223 token and that the related information was used on the project website and in the necessary Medias.



## Appendix 4: Letter Commitment

On May 23, 2019

To Representative of Group 1 one of the Participation partnership agreement about the ERC 223 token called MAYA PREFERRED 223 and the profits obtained from this activity.

as legal representative of LA LUPITA mines, I promise that during all the useful life of the ERC 223 token called MAYA PREFERRED 223, not to exploit any type of mineral that is found in the same but preserve them in optimal conditions, celebrating the agreements that have to be made with the federal, state and municipal authorities as well as with the communities that are part of each one. So through this writing, I state that it is my desire to preserve "LA LUPITA" mines unexploited under the conditions mentioned for which I freely sign this document.

I also accept that the mentioned mine(s) backed the Maya Preferred 223 token and that the related information was used on the project website and in the necessary Medias.

A handwritten signature in black ink, consisting of a stylized 'A' followed by an 'S'.

## Appendix 5: Letter Commitment

On May 23, 2019

To Representative of Group 1 one of the Participation partnership agreement about the ERC 223 token called MAYA PREFERRED 223 and the profits obtained from this activity.

as legal representative of "LA SONORENSE" mines, I promise that during all the useful life of the ERC 223 token called MAYA PREFERRED 223, not to exploit any type of mineral that is found in the same but preserve them in optimal conditions, celebrating the agreements that have to be made with the federal, state and municipal authorities as well as with the communities that are part of each one. So through this writing, I state that it is my desire to preserve "LA SONORENSE" mines unexploited under the conditions mentioned for which I freely sign this document.

I also accept that the mentioned mine(s) backed the Maya Preferred 223 token and that the related information was used on the project website and in the necessary Medias.

Francisco Rubio E.

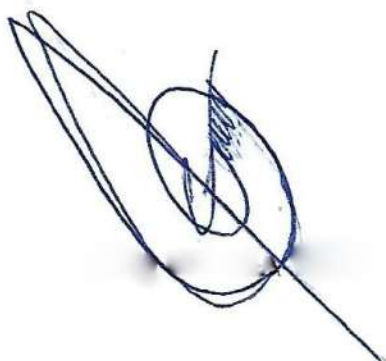
## Appendix 6: Letter Commitment

On June 12, 2019

To Representative of Group 1 one of the Participation partnership agreement about the ERC 223 token called MAYA PREFERRED 223 and the profits obtained from this activity.

as legal representative of LA ESTRELLA #3 mines, I promise that during all the useful life of the ERC 223 token called MAYA PREFERRED 223, not to exploit any type of mineral that is found in the same but preserve them in optimal conditions, celebrating the agreements that have to be made with the federal, state and municipal authorities as well as with the communities that are part of each one. So through this writing, I state that it is my desire to preserve "LA ESTRELLA #3" mines unexploited under the conditions mentioned for which I freely sign this document.

I also accept that the mentioned mine(s) backed the Maya Preferred 223 token and that the related information was used on the project website and in the necessary Medias.

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.