

# s.a.c.r.e.d.

Saving Agave for Culture, Recreation, Education, and Development

October 25, 2018

## MEMORANDUM OF AGREEMENT

made

between

**SACRED**, located at 1658 N. Milwaukee Ave., Box 535; Chicago, IL, 60647, USA, and

**Solidaridad Internacional Kanda A.C.** (hereafter referred to as **SiKanda**), located at Privada Barrio Nuevo 117, Colonia Lomas de la Cascada, CP. 68040, Oaxaca de Juárez, Oaxaca, and

**Telesecundaria El Manantial** (hereafter referred to as **El Manantial**), located at Tulipanes s/n, Colonia El Manantial, Villa de Zaachila, Oaxaca.

### WHEREBY IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

§1 Whereas SiKanda has a financial relationship with El Manantial;

§2 Whereas El Manantial has an agricultural program in which they teach their middle-school students how to grow agave plants from seed in an organic manner, without the use of chemicals;

§3 Whereas El Manantial anticipates, based on previous success, that this agricultural program will produce somewhere between 10,000 and 20,000 agave babies each year;

§4 Whereas SACRED desires to support both independent producers of agave spirits in Mexico and also El Manantial; then, therefore

§5 El Manantial agrees to sell to SACRED the right, but not the obligation, to purchase 10,000 of the agave babies.

§6 SACRED will pay US\$4,000 to SiKanda for the right, but not the obligation, to purchase said 10,000 agave babies, and SiKanda will secure these rights from El Manantial.



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§7 If the agricultural program at El Manantial does realize at least 10,000 agave babies by May 6, 2019, SACRED will have the right, but not the obligation, to purchase up to 10,000 agave babies at a price of US\$1 each, with the rights payment of US\$4,000 (local tax included) noted in §6 being applied to the first 4,000 of those agave babies.

§8 If the agricultural program at El Manantial does *not* realize at least 10,000 agave babies by May 6, 2019, SACRED will have the right, but not the obligation, to purchase as many of those agave babies as they desire, at a price of US\$1 each, with the rights payment of US\$4,000 noted in §6 being applied to the first 4,000 of those agave babies. Said rights will extend 60 days from receipt by SACRED of notice from SiKanda that the agave babies are available. Notice shall be made by SiKanda via email to [lou@sacredagave.org](mailto:lou@sacredagave.org).

§9 If the agricultural program at El Manantial does *not* realize at least 4,000 agave babies by May 6, 2019, SACRED will have the right, but not the obligation, to purchase as many of those agave babies as they desire, at a price of US\$1 each, with the rights payment of US\$4,000 noted in §6 being applied to any of those agave babies that SACRED does choose to acquire.

§10 Under no circumstance will SiKanda be obligated to refund to SACRED any of the US\$4,000 paid by SACRED for the rights outlined above, nor will SiKanda or El Manantial be obligated to provide any type of compensatory rights to SACRED for future productions of agave babies by El Manantial or any other body. If *no* agave babies are realized by El Manantial, the payment will be regarded by SACRED as an investment in El Manantial.

§11 SACRED shall make payments to SiKanda via transfer to the following bank account:

Beneficiary: Solidaridad Internacional Kanda A.C.

Name of Bank: Banco Mercantil del Norte, S.A. (Banorte)



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Bank Address: Calzada Porfirio Díaz 307, Colonia Reforma, 68050, Oaxaca de Juárez, Oaxaca, México.

Swift code: MENOMXMTXXX

Account Number: 0629051135

CLABE code: 072 610 006290511352

Intermediary banks (only if needed):

Bank of America Concord, CA Swift BOFAUS6SXXX ABA 026009593

Standard Chartered Bank New York, NY Swift SCBLUS33XXX ABA 026002561

Wells Fargo Bank New York, NY Swift PNBUS33XXX ABA 026005092

The rights payment of US\$4,000 noted in §6 shall be made by SACRED within seven days of this agreement being signed by both parties; payments for any additional agave babies shall be made by SACRED within seven days of SACRED exercising any purchase rights alluded to above.

§12 Upon receipt of payment by SACRED to SiKanda, SiKanda will send SACRED via email a letter of acknowledgement. Said letter will detail the transaction, and shall be transmitted no more than seven days from SiKanda's receipt of payment from SACRED. Said letter will be transmitted via email to [lou@sacredagave.org](mailto:lou@sacredagave.org).

§13 All participating parties — SACRED, SiKanda, and El Manantial — mutually agree that each of the other parties may use their name and trademarks for the purposes of promoting this venture, though such promotion may not include either overt or implied endorsement without the written consent of the party said to be making such an endorsement.

§14 SACRED shall be responsible for removing any purchased agave babies from El Manantial within ten days of purchase. Unless otherwise arranged in writing, any agave babies purchased and not picked up within ten days of receipt of payment from SACRED to SiKanda will be



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forfeited back to El Manantial, with no refund of payment due by SiKanda or El Manantial to SACRED.

§15 This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and the parties hereto submit and agree to the jurisdiction of those home courts.

The invalidity of any one of the aforementioned clauses does not affect the validity of any of the remaining clauses in this contract. In this event, both parties agree to find adequate substitutes, the legal and economic implications of which cover those clauses which have become invalid.

In witness whereof the hands of the said parties:

Lou Bank  
SACRED

José Carlos León Vargas  
SiKanda

Prof. Xochitl Aguilar Martínez  
El Manantial

