



Ángel Martínez Villarreal #637, Colonia Chepevera  
Monterrey, N.L. 64030  
Phone: +5281-4624-3987

## **MEDIUM TERM NOTE CONTRACT**

**(IDENTIFIER)**

**(HEREINAFTER "MTN CONTRACT")**

**[DATE]**

### **PREAMBLE**

Whereas, FIDES GESTION FINANCIERA, S.A.P.I. DE C.V. (hereinafter "FIDES", incorporated in Mexico), promotes investments to its clients;

Whereas, U.S. PROFESIONALES DE EL SALVADOR, S.A. DE C.V. (hereinafter "USPES", incorporated in El Salvador), is a client of FIDES;

Whereas, HOWSE SERVICES, INC (hereinafter "HOWSE", incorporated in Texas, USA), is a client of FIDES;

Whereas, **[NAME OF FINANCIAL INSTITUTION]** (hereinafter "INSTITUTION", incorporated in **[jurisdiction]**), is a client of FIDES, or shall become a client of FIDES in fulfillment of this MTN CONTRACT;

Whereas, **[NAME OF MTN ISSUER]** (hereinafter "MTN ISSUER", incorporated in **[jurisdiction]**), is a client of FIDES, or shall become a client of FIDES in fulfillment of this MTN CONTRACT;

Whereas, the parties hereto by this reference thereto hereby make the attached document titled "USING HOWSE ASSETS TO OBTAIN SECURITIES TO SATISFY PAY ORDERS" (hereinafter "PAY ORDER PLAN") part hereof by this reference thereto, thus making all definitions found in said document have the same meaning in this MTN CONTRACT;

Whereas, MTN ISSUER has ISIN **[number]** (hereinafter "ISIN") and CUSIP **[number]** (hereinafter "CUSIP") and already trades on **[name of stock exchange]** (hereinafter "EXCHANGE");

Whereas, MTN ISSUER hereby agrees and covenants to issue MEDIUM TERM NOTES (hereinafter "MTN"), following the format of the attached sample of an issue by FUNDACION SOCIAL PETRO ORINOCO, which the parties hereto hereby make part hereof by this reference thereto;

Whereas, MTN ISSUER hereby agrees and covenants to apply ISIN and CUSIP to MTN it issues as per this MTN CONTRACT, to lodge the MTN with a TRANSFER AGENT, and to place the MTN on EXCHANGE;

Whereas, MTN ISSUER hereby agrees and covenants to only use MTN to undertake business transactions (of any nature) as MTN ISSUER may be instructed by FIDES;

Whereas, sufficient value shall be deposited in INSTITUTION ACCOUNT, on behalf of USPES and on behalf of HOWSE, to be used as stipulated in the CLAUSES hereof for this MTN CONTRACT to be a valid and enforceable contract.

The parties hereto hereby agree and covenant that:

### **MTN CONTRACT (IDENTIFIER)**

ISSUER \_\_\_\_\_ USPES \_\_\_\_\_ HOWSE \_\_\_\_\_ INSTITUTION \_\_\_\_\_ FIDES \_\_\_\_\_



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## CLAUSES

1. The parties hereto hereby make the PREAMBLE hereof part of the CLAUSES hereof by this reference thereto.
2. USPES shall instruct FIDES to deposit [**\$xxx UNITED STATES DOLLARS**] (hereinafter “MTN DEPOSIT BY USPES”) on behalf of USPES into the INSTITUTION ACCOUNT.
3. FIDES shall instruct INSTITUTION to use MTN DEPOSIT BY USPES, on behalf of USPES, to underwrite One Hundred MTN by blocking for each MTN an amount equal to its face value (to be paid at maturity of the MTN), with the total of face values of the MTN equal to MTN DEPOSIT BY USPES.
4. The MTN ISSUER shall issue the One Hundred MTN, with total face value of the MTN equal to MTN DEPOSIT BY USPES, MTN ISSUER shall register the MTN using the ISIN and CUSIP, MTN ISSUER shall use a TRANSFER AGENT to place the MTN on EXCHANGE, and MTN ISSUER shall register with the TRANSFER AGENT the fact that USPES is the owner of the MTN and shall arrange for USPES to be authorized to instruct the TRANSFER AGENT to transfer ownership of the MTN and to use the MTN and negotiate business with the MTN at the sole discretion of USPES.
5. Using as collateral assets owned by HOWSE, FIDES shall loan HOWSE an amount equal to MTN DEPOSIT BY USPES, with 100% of loan proceeds being deposited on behalf of HOWSE in INSTITUTION ACCOUNT, with said deposit hereinafter being referred to as HOWSE DEPOSIT.
6. FIDES shall instruct INSTITUTION to use HOWSE DEPOSIT, on behalf of HOWSE, to purchase the entire set of One Hundred MTN by transferring ownership of HOWSE DEPOSIT to USPES.
7. FIDES, as agent for both USPES and for HOWSE, shall thereafter transfer, use, negotiate, or conduct business with each MTN that is part of the set of One Hundred MTN as FIDES may be instructed by HOWSE, subject to terms, conditions, and protocols published in PAY ORDER PLAN.
8. This MTN CONTRACT may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.
9. In derogation of applicable provisions of international treaties or domestic laws, all parties that may rely hereon hereby must severally solemnly acknowledge and irrevocably accept (i) that the laws of Nuevo Leon, Mexico, apply exclusively, having absolute precedence over any other law of any other jurisdiction, and (ii) to elect as exclusive jurisdiction and venue, which hold respectively absolute precedence over any other jurisdiction and venue whatsoever, as per the rules and regulations thereof, the courts of Nuevo Leon, Mexico.
10. In the event of a dispute regarding any provision herein that cannot be resolved by good faith negotiations between relevant parties hereof, then the subject matter of said dispute will be referred to arbitration for final and binding resolution in accordance with the laws, rules, and regulations of the jurisdiction governing this MTN CONTRACT.
11. A party availing itself of arbitration, in accordance herewith, shall bear the full costs and expenses related thereto. Costs and expenses incurred during arbitration, including legal fees, will be finally awarded, in addition to any other due and payable compensation, to the prevailing party.
12. The decision of arbitrator(s) shall be final and binding on all parties related hereto and shall be presentable in any court of competent jurisdiction for enforcement.

## MTN CONTRACT (IDENTIFIER)

ISSUER \_\_\_\_\_ USPES \_\_\_\_\_ HOWSE \_\_\_\_\_ INSTITUTION \_\_\_\_\_ FIDES \_\_\_\_\_



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## MTN CONTRACT (IDENTIFIER) SIGNATURE PAGE

MTN ISSUER

USPES

\_\_\_\_\_  
[NAME AND TITLE]

\_\_\_\_\_  
[NAME AND TITLE]

\_\_\_\_\_  
HOWSE

[NAME AND TITLE]

\_\_\_\_\_  
INSTITUTION

[NAME AND TITLE]

\_\_\_\_\_  
FIDES

[NAME AND TITLE]

2 ATTACH:

1. USING HOWSE ASSETS TO OBTAIN SECURITIES TO SATISFY PAY ORDERS
2. FUNDACION SOCIAL PETRO ORINOCO MTN SAMPLE

## MTN CONTRACT (IDENTIFIER)

ISSUER \_\_\_\_\_ USPES \_\_\_\_\_ HOWSE \_\_\_\_\_ INSTITUTION \_\_\_\_\_ FIDES \_\_\_\_\_

## **USING HOWSE ASSETS TO OBTAIN SECURITIES TO SATISFY PAY ORDERS**

**January 16, 2020**

A financial institution ("INSTITUTION") in any jurisdiction, subject to approval by FIDES GESTION FINANCIERA, S.A.P.I. DE C.V. ("FIDES"), may establish an account ("INSTITUTION ACCOUNT") with FIDES and use funds that may be deposited within the INSTITUTION ACCOUNT as per its own policies and regulations.

**MEMBERS of a PAY ORDER TEAM, plus an INSTITUTION, may each identify any entity ("TRADING ENTITY") that is currently trading on any stock exchange.**

See <http://www.change2100.com/THIBMART/A PAY ORDER TEAM.pdf>

U.S. PROFESIONALES DE EL SALVADOR, S.A. DE C.V. ("USPES"), may deposit funds through FIDES into the INSTITUTION ACCOUNT

**On behalf of USPES, FIDES and an INSTITUTION may negotiate with a TRADING ENTITY to have the TRADING ENTITY issue MEDIUM TERM NOTES ("MTN") and lodge these with the stock exchange used by the TRADING ENTITY, which MTN would be fully backed with cash provided by USPES through the INSTITUTION ACCOUNT, with USPES (or a surrogate nominated by USPES) therefore being the owner of the MTN.**

HOWSE SERVICES, INC ("HOWSE") may use its assets as collateral for FIDES to provide loans to HOWSE, with the loan proceeds being deposited by FIDES, for further benefit to HOWSE, in the INSTITUTION ACCOUNT.

HOWSE may use funds deposited for benefit to HOWSE in the INSTITUTION ACCOUNT to purchase the MTN owned by USPES, providing agreed upon payment to USPES within the INSTITUTION ACCOUNT, through a repurchase agreement whereby ownership of the MTN will be returned to USPES prior to end of term, uncollected.

**Through FIDES, HOWSE may contract with professionals for MTN owned by HOWSE to be used in non-depletion profitable transactions, until just before the end of term of the MTN, at which time the MTN may be replaced with new MTN similarly issued and contracted.**

As per the contract ("CONTRACT") through which HOWSE may provide funds to pay USPES for the MTN, **30% of profits** obtained by HOWSE through use of the MTN in sundry business transactions, may be used by HOWSE to purchase advertising services **on behalf of the TRADING ENTITY**, as offered by USPES in GET THINGS DONE in [www.change2100.com](http://www.change2100.com)

**USPES may provide the TRADING ENTITY, 50% of the amount paid for advertising, allocated to satisfy a 200% rebate for purchases from or payments to any entity, made by the TRADING ENTITY, subject to approval by USPES, deposited in coordinates specified by the TRADING ENTITY.**

As per the CONTRACT, through which HOWSE may provide funds to pay USPES for the MTN, **30% of profits** obtained by HOWSE through use of the MTN in sundry business transactions, would be used by HOWSE to purchase advertising services **on behalf of the INSTITUTION**, as offered by USPES in GET THINGS DONE in [www.change2100.com](http://www.change2100.com)

**USPES may provide the INSTITUTION 50% of the amount paid for advertising, allocated to satisfy a 200% rebate for purchases from or payments to any entity, made by the INSTITUTION, subject to approval by USPES, deposited in coordinates specified by the INSTITUTION.**

As per the CONTRACT, through which HOWSE would provide funds to pay USPES for the MTN, 30% of profits obtained by HOWSE through use of the MTN in sundry business transactions, would be used by HOWSE to purchase advertising services **on behalf of HOWSE**, to advertise products and services purchased by HOWSE from TEXAS HOLDINGS, INC, to be resold, as offered by USPES in GET THINGS DONE in [www.change2100.com](http://www.change2100.com)

USPES may provide HOWSE 50% of the amount paid for advertising, allocated to satisfy a 200% rebate for purchases made by HOWSE from TEXAS HOLDINGS, INC as per TEXAS HOLDINGS, INC PAY ORDERS.

See [http://www.change2100.com/THIBMART/TEXAS\\_HOLDINGS\\_INC\\_PAY\\_ORDER.pdf](http://www.change2100.com/THIBMART/TEXAS_HOLDINGS_INC_PAY_ORDER.pdf)

**HOWSE may use funds from the rebate provided by USPES to pay TEXAS HOLDINGS, INC and TEXAS HOLDINGS, INC may use 50% of that amount to satisfy PAY ORDERS.**

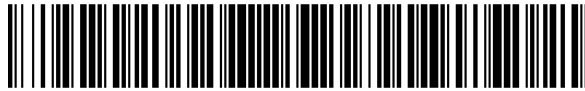
**As may further be negotiated with or through the INSTITUTION, since a PAY ORDER will be satisfied by the process indicated herein, any entity benefitting from a PAY ORDER execution may arrange to obtain funds by factoring INVOICES associated with the PAY ORDER.**

For more information contact a TEXAS HOLDINGS, INC BUSINESS MART CALL CENTER.

To be assigned a CENTER send an email to [centerassign@change2100.com](mailto:centerassign@change2100.com)



FUNDACIÓN SOCIAL  
PETRO ORINOCO  
2021 S.A. PTY. LTD



DATE: 11-15-2017

MEDIUM TERM NOTE: [REDACTED] HEREINAFTER "MTN")

ISSUER: FUNDACION SOCIAL PETRO ORINOCO 2021 SA PTY. LTD., AUSTRALIAN COMPANY NUMBER 615 370 968, IS A REGISTERED COMPANY UNDER THE CORPORATIONS ACT 2001 AND TAKEN TO BE REGISTERED IN NEW SOUTH WALES. REGISTRATION IS ISSUED BY AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION.

DATE OF ISSUE: 11-15-2017

MATURITY DATE: 12-15-2027

CURRENCY: UNITED STATES DOLLARS

AMOUNT: \$500 MILLION UNITED STATES DOLLARS

BENEFICIARY: [REDACTED]

CUSTODIAN: FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM, ENR HAVING PRINCIPAL OFFICES AT ENRIQUE GRANADOS 208, COLINAS DE SAN JERONIMO, MONTERREY, N.L. 64630 SHALL BE THE CUSTODIAN OF THE ORIGINAL OF THIS MTN, WITH AN ELECTRONIC COPY HEREOF HAVING THE SAME VALIDITY AND VALUE AS THE ORIGINAL HEREOF, AND WITH THE BENEFICIARY HEREOF HAVING ON-LINE ACCESS TO THE ELECTRONIC COPY HEREOF.

LIENS AND HYPOTHECATION:

THE MTN OR ANY DIVISION THEREOF MAY BE LIENED OR HYPOTHECATED BY PRIOR ARRANGEMENT, AS PER THE PROTOCOLS AND POLICIES OF THE ISSUER.

PAYMENT: WE THE UNDERSIGNED (ISSUER HEREOF), HEREBY IRREVOCABLY, UNCONDITIONALLY AND WITHOUT PROTEST OR NOTIFICATION ON FIRST DEMAND, PROMISE TO PAY TO THE ORDER OF THE BENEFICIARY HEREOF, OR ASSIGNS, THE SUM OF FIVE HUNDRED MILLION UNITED STATES DOLLARS (\$500,000,000 UNITED STATES DOLLARS) AT THE MATURITY DATE OF THIS MTN.

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF AND SHALL BE UNENCUMBERED, FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES OR WITHHOLDING OF ANY NATURE NOW OR HEREAFTER LEGALLY IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY ANY SOVEREIGN GOVERNMENT, OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.



SUCH PAYMENT SHALL BE MADE BY TRANSFER TO THE BENEFICIARY (BENEFICIARIES) REGISTERED WITH ISSUER AS OF THE MATURITY DATE OF THIS MTN OF FUNDS EQUAL IN VALUE TO THE AMOUNT OF THIS MTN: WHICH FUNDS ARE HELD ON DEPOSIT AND BLOCKED AS COLLATERAL FOR THIS MTN:

AND, WHICH FUNDS ARE GOOD, CLEAN, CLEAR, OF NON-CRIMINAL ORIGIN, FREE OF ANY LIENS OR ENCUMBRANCES, AND HAVE BEEN LEGALLY EARNED BY THE ISSUER.

GENERAL TERMS: THIS MTN AND ITS FUNDING IS UNCONDITIONAL, TRANSFERABLE, ASSIGNABLE, DIVISIBLE AND CONFIRMED WITHOUT PRESENTATION OF IT TO THE ISSUER.

GOVERNING LAW: THIS MTN IS GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF AUSTRALIA.

THIS MTN IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR BANK GUARANTEES AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE – PARIS, FRANCE, LATEST REVISION OF PUBLICATION 758.

THIS IS AN OPERATIVE INSTRUMENT: NO MAIL CONFIRMATION WILL FOLLOW.

CORPORATE OFFICER: [REDACTED]

TITLE OFFICER: PRESIDENT

CORPORATE OFFICER: [REDACTED]

TITLE OFFICER: LEGAL CONSULTANT

With Regards

With Regards

