

DONATION CONTRACT

SEMTECH-GREEN ASSETS-GAMBIA-0001

APRIL 15, 2020

WHEREAS, SEMTECH CAPITAL, LLC ("SEMTECH") offers items, purchased and paid for with SPURT by HOWSE SERVICES, INC ("HOWSE"), and left on consignment with SEMTECH for resale;

WHEREAS, GREEN ASSETS & CO LTD ("GREEN ASSETS") will purchase items owned by HOWSE that SEMTECH holds on consignment and will also purchase SPURT paid to SEMTECH, with SEMTECH invoicing GREEN ASSETS for the HOWSE items and for the SPURT;

WHEREAS, GREEN ASSETS will make payment to SEMTECH for items purchased, including SPURT, paying invoices submitted to GREEN ASSETS by SEMTECH, using INTERNATIONAL BILLS OF EXCHANGE ("IBOE") issued by FIDES GESTION FINANCIERA, S.A.P.I. DE C.V. ("FIDES") and backed by funds owned by GREEN ASSETS;

WHEREAS, subject to approval of terms and amounts by GREEN ASSETS, SEMTECH will arrange for the government of GAMBIA ("AUTHORITIES") to have IBOE paid by GREEN ASSETS to be discounted by DISCOUNTERS selected and authorized by AUTHORITIES;

WHEREAS, IBOE presented by GREEN ASSETS as payment to SEMTECH shall be negotiated to have face values such that the value of funds to be received by SEMTECH from DISCOUNTERS for the IBOE shall equal the price of items invoiced by SEMTECH, plus payment for SPURT invoiced by SEMTECH at \$4 UNITED STATES DOLLARS each, plus an OVERPAYMENT by GREEN ASSETS equal to twice the total amount paid to SEMTECH for items plus SPURT as invoiced;

WHEREAS, payment to be received hereby and herewith by SEMTECH for SPURT shall be provided to HOWSE by SEMTECH as SEMTECH may be instructed by HOWSE;

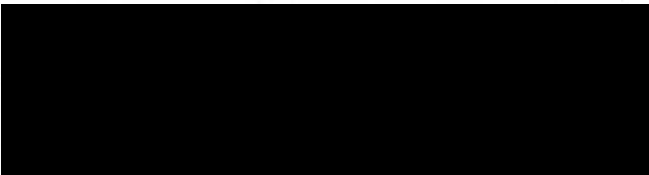
WHEREAS, the OVERPAYMENT shall be held and used by SEMTECH as indicated in the CLAUSES hereof;

WHEREAS, sufficient value is exchanged as per this DONATION CONTRACT to where it is legally binding and enforceable;

The parties whose signatures appear herein below hereby agree and covenant that:

CLAUSES

- 1) The PREAMBLE hereof is hereby made part of the CLAUSES hereof by this reference thereto.
- 2) GREEN ASSETS shall present IBOE, as instructed by SEMTECH, so as to comply with the PREAMBLE hereof.
- 3) SEMTECH shall be responsible to work with AUTHORITIES to arrange for IBOE to be discounted.
- 4) SEMTECH shall deliver items, other than SPURT, to AUTHORITIES, as a donation from GREEN ASSETS.
- 5) SEMTECH shall transfer SPURT to an account designated by GREEN ASSETS.



- 6) SEMTECH shall accrue an immediate profit ("ITEMS PROFIT") from the amount charged to GREEN ASSETS for items purchased; which ITEMS PROFIT, SEMTECH shall share equally with HOWSE disbursed to coordinates as specified by HOWSE.
- 7) SEMTECH shall transfer 10% of OVERPAYMENT to coordinates as shall be provided by GREEN ASSETS, with remaining amount of OVERPAYMENT hereinafter referred to as REMAINDER.
- 8) SEMTECH shall joint venture with FIDES to use REMAINDER to produce profits, 10% of which profits shall be transferred to coordinates as shall be provided by GREEN ASSETS.
- 9) Until the full amount of the IBOE is paid to DISCOUNTERS, 90% of profits ("NET PROFITS") shall be allocated to FIDES for FIDES to pay the full amount of the IBOE to the DISCOUNTERS.
- 10) After full amount of the IBOE is paid to DISCOUNTERS, NET PROFITS shall be disbursed:
 - A) 20% to coordinates specified by SEMTECH.
 - B) 20% to coordinates specified by GREEN ASSETS.
 - C) 20% to coordinates specified by FIDES.
 - D) 40% as payment by GREEN ASSETS to U.S. PROFESIONALES DE EL SALVADOR, S.A. DE C.V., for advertising services.
- 11) Subject to approval by FIDES, HOWSE, GREEN ASSETS, and SEMTECH, this process may be replicated as often as necessary to satisfy all needs the government may encounter.
- 12) This DONATION CONTRACT may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.
- 13) 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.
- 14) 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 DONATION CONTRACT.
- 15) 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.
- 16) 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.

SEMTECH

[Redacted Signature]

GREEN ASSETS

[Redacted Signature]

HOWSE

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]