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FIDES IBOE LOAN AGREEMENT

[IDENTIFICATION]

[DATE]

PREAMBLE

Whereas, FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR (hereinafter "FIDES"), with main office at Enrique Granados 208, Colinas de San Jerónimo, Monterrey, N.L. 64630, has entered into [JOINT VENTURE AGREEMENT IDENTIFICATION] (hereinafter "JVA");

Whereas, JVA has authorized FIDES to use \$[AMOUNT] UNITED STATES DOLLARS (hereinafter "AMOUNT") deposited in account [ACCT ID] (hereinafter "ACCOUNT"), held within FIDES, to process as per CLAUSES hereof to provide [BORROWER INFORMATION] (hereinafter "BORROWER") a loan (hereinafter "LOAN") as stipulated in CLAUSES hereof;

Whereas, HOWSE SERVICES, INC (hereinafter "HOWSE", a Texas, USA Corporation) owns MEDIUM TERM NOTES (hereinafter "MTN") that may be used to provide funds (hereinafter "MTN FUNDS") obtained from negotiations with [NAME OF ENTITY] (hereinafter "LENDER");

The parties hereto hereby agree and covenant that:

CLAUSES

- 1) The PREAMBLE hereof is hereby made part of the CLAUSES hereof by this reference thereto.
- 2) FIDES shall issue an INTERNATIONAL BILL OF EXCHANGE (hereinafter "IBOE") as per the format shown in http://www.change2100.com/THIBMART/FORMAT_OF_INTERNATIONAL_BILL_OF_EXCHANGE_TO_MAKE_PAYMENT.pdf with Beneficiary being the JVA or a surrogate for the JVA, as may be selected by FIDES.
- 3) The face value of the IBOE shall be equal to AMOUNT.
- 4) On behalf of the JVA, FIDES shall deposit the IBOE in an account with [NAME OF INSTITUTION] (hereinafter "DEPOSITORY"), with value as allowed by DEPOSITORY.
- 5) On behalf of the JVA, FIDES may arrange a credit line (hereinafter "CREDIT") against the IBOE, for the benefit of the JVA.
- 6) CREDIT shall be disbursed as "profits" as per Article 5 of the JVA; thus, providing 25% of CREDIT that may be used by FIDES to provide as LOAN to BORROWER, providing 25% of CREDIT to be distributed as FIDES may be instructed by the "Second Party" of the JVA, and providing 50% to an investment selected by FIDES to repay CREDIT (from which investment, after CREDIT is repaid, all proceeds shall be distributed at the discretion of FIDES).



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- 7) MTN FUNDS, obtained through negotiations with LENDER, shall be distributed/disbursed as per contracts/agreements through which HOWSE acquired the MTN.
- 8) Using MTN FUNDS allocated for the purpose of providing funds for FIDES to exchange for value deposited with FIDES, on behalf of BORROWER, FIDES shall exchange up to one-third of said allocation for equal value BORROWER has on deposit with FIDES, and FIDES shall retain said allocation as payment for LOAN, until LOAN is fully repaid, plus an allocation of 25% of value of LOAN as "profit" to be distributed as per Article 5 of the JVA; after LOAN and "profit" requirement as stipulated herein is satisfied, FIDES is free to use the entire allocation at the sole discretion of FIDES for exchanges with other entities for value deposited with FIDES.
- 9) In derogation of applicable provisions of international treaties or domestic laws, all parties hereto hereby severally solemnly state that they have irrevocably accepted (i) that the laws of the State 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 Monterrey, Nuevo Leon, Mexico.
- 10) Every page of this document and any attachments or amendments hereof may be approved, signed and, transmitted electronically. A complete set of this document consisting of individually initialed and signed pages and any attachments and/or amendments, has the same legal force and validity as an original initialed and signed document.

[SIGNATURE BLOCKS]

[FIDES]

[BORROWER]