

[DRAFT]
TAX CREDIT USE AGREEMENT

[identification]

[date]

PREAMBLE

Whereas, [name and identification of tax payer] (hereinafter "TAXPAYER"), legally and lawfully represented herein by [name and identification of signatory] can arrange for an ADVERTISING CREDIT PROMISSORY NOTE to be issued by HOWSE SERVICES, INC (a Texas, USA Corporation, hereinafter "HOWSE") and can arrange for an INTERNATIONAL BILL OF EXCHANGE to be issued by FIDES GESTION FINANCIERA S.A. DE C.V. SOFOM ENR (hereinafter "FIDES");

Whereas, [name and identification of TAX AUTHORITY] (hereinafter "TAX AUTHORITY"), legally and lawfully represented herein by [name and identification of signatory], may accept pre-payments for future taxes by TAX PAYER and issue irrevocable TAX CREDITS of equal value in exchange for said pre-payments;

For exchange of valuable consideration, sufficient for this TAX CREDIT USE AGREEMENT to be a legally binding contract, TAX PAYER and TAX AUTHORITY hereby and herewith agree and covenant that:

CLAUSES

- 1) The PREAMBLE hereof is hereby made part of the CLAUSES hereof by this reference thereto.
- 2) As the legal and lawful Beneficiary thereof, TAX PAYER hereby irrevocably transfers and assigns to TAX AUTHORITY ownership and all rights to ADVERTISING CREDIT PROMISSORY NOTE [sequence number] (hereinafter "ACPN") issued by HOWSE SERVICES, INC.
- 3) As the legal and lawful Beneficiary thereof, TAX PAYER hereby irrevocably transfers and assigns to TAX AUTHORITY ownership and all rights to INTERNATIONAL BILL OF EXCHANGE [serial number] (hereinafter "IBOE") issued by FIDES GESTION FINANCIERA S.A. DE C.V. SOFOM ENR.
- 4) TAX AUTHORITY, in exchange for the above transfers and assignments, hereby irrevocably provides TAX CREDIT [identification code and amount] (hereinafter "TAX CREDIT") to TAX PAYER.
- 5) Subject to pre-approval in writing by TAX AUTHORITY and only as may be pre-authorized in writing by TEXAS HOLDINGS, INC, TAX PAYER may use TAX CREDIT to engage in and/or undertake any legitimate business.
- 6) 25% of profit, with said profit being pre-authorized for each business use of TAX CREDIT, shall be provided to TAX AUTHORITY as a TAX CREDIT SURCHARGE and shall be exclusive income for TAX AUTHORITY.

7) 75% of profit, with said profit being pre-authorized for each business use of TAX CREDIT, shall be allocated to satisfy requirements of REPURCHASE AGREEMENT [identification], which is made part hereof by this reference thereto.

8) [Example: "Upon satisfaction of the REPURCHASE AGREEMENT [identification], the TAX CREDIT shall be returned, uncollected, to the TAX AUTHORITY"].

9) [Example: "Upon return of the TAX CREDIT, uncollected, the TAX AUTHORITY shall return ACPN and IBOE to TAX PAYER"].

10) 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 [JURISDICTION], 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 [JURISDICTION].

TAX AUTHORITY:

Date: **Date**

BENEFICIARY:

Date: **Date**

Board President

Witness:

[NAME OF WITNESS AND IDENTIFICATION]

Witness:

Attach: REPURCHASE AGREEMENT [identification]