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**BINDING AGREEMENT FOR THE SHARE EXCHANGE OF**

**BIO-SNG TECHNOLOGIES INTERNATIONAL, CORP,**

**FOR THE SHARES OF PUBLIC COMPANY**

- I. Based upon the following representations by **Public Ventures Americas Corp "PVAC"**, agrees to arrange for the exchange of stock in **BIO-SNG Technologies International, Corp. "BIO"**, a privately held company organized under the laws of Nevada, for the stock of a publically listed company currently known as **Hidenet Secure Architectures, Inc. "HIDE"**, which shall be composed of the assets of both companies.
- II. After the exchange of stock, **"HIDE"** shall file a registration statement with the **SEC - Securities and Exchange Commission** whereby the application shall be made to trade **"HIDE"** stock on the **OTC - Over-the-counter Pink Sheets**.
- III. The present name and symbol of **Hidenet Secure Architectures, Inc.** is **HIDE**.
- IV. The combined ownership of all the former units owners in **BIO**, shall become the majority stockholders in **"HIDE"**, with all of the preferred stock and **50% + 1** share of the initially issued common stock, thus maintaining control of **"HIDE"** by the newly merged unit holders of **BIO**. It is anticipated that (a) one billion shares of **"HIDE"** common stock will be authorized, A) **100,000,001** shares of the initially issued common stock will be owned by the former **BIO** unit holders, and B) **99,999,999** shares of the initially issued common stock will be available to the public through **"PVAC"**. With respect to the preferred shares of **"HIDE"**, it is anticipated that **10,000,000** shares of preferred stock will be authorized and issued entirely to the former **BIO** unit owners, and that the preferred shares will have voting rights that are **10:1** greater than the common shares of **"HIDE"**.
- V. **"HIDE"** shall have a Minimum of Five Directors, the majority of which shall be former **BIO** unit holders or their designees, and the remainder of the board composed of representatives appointed by public investors in **"HIDE"** and at least one independent board member mutually appointed by the former **BIO** unit holders and the directors



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elected by the public investors. The Officers of **"HIDE"** shall be appointed by the majority of the Directors.

VI. It is agreed and understood that PVAC Corp will assign this agreement at the appropriate time to expedite the transaction in accordance with the regulations of the **SEC - Securities and Exchange Commission.**

VII. The intent of listing the company is to raise significant capital to build, own and operate one or more factories for the purpose of converting biomass into Urea/fertilizer. **"HIDE"** has been formed for the purpose of offering an opportunity to the public to invest in the company's technology and processing by purchasing an equity interest in its common stock, which will be available and listed for trading on the **OTC - Over-the-counter Pink Sheet Market.**

A) **Representations of BIO-SNG Technologies International, Corp:**

- 1) It is the intent of **BIO** to optimize its patented technology, engineering, procedures and design concepts to most effectively and competitively manufacture urea from biomass, which is normally discarded as waste.
- 2) Through a combination of capital raised through the public shares offering of **"HIDE"** common stock, potential ventures with strategic partners, and potential third party financing, **BIO** anticipates that **"HIDE"** can be the first significant producer of Urea fertilizer through the use of agricultural biomass.
- 3) The estimated cost to build a **"HIDE"** factory is **\$60 Million US Dollars** compared to a **\$1.5 Billion** estimated cost of the existing factories that produce hydrocarbon based fertilizer.
- 4) **BIO** estimates that approximately **\$5 Million US Dollars** out of the capital raised from the public offering will be dedicated to funding the necessary start up costs, expenses and operations in the sole discretion of **"HIDE"**.

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- 5) A factory of **"HIDE"** will be designed to operate **345 days** a year and produce nearly **120,000 tons** of Urea per year, at high rates of profits and efficiency. Profits are anticipated to fluctuate due to supply and demand in the commodity markets but currently are estimated at **\$300-\$400** per ton.
- 6) It is estimated that a factory can be operational in less than two years from receipt of funding for plant construction.
- 7) The locations of manufacturing facilities will be strategically built in areas where sufficient biomass waste can be obtained at minimum costs and transported economically to the end user.
- 8) All technologies and manufacturing processes necessary for the success of this competitive operation will be available to **"HIDE"** through a sublicense from **Agricultural Bioenergy Products, LLC "ABP"**. **ABP** holds world-wide exclusive rights to use of the technology with the right to sublease the technology to exclusively to **HIDE** which will license it globally to third parties. Contemporaneously with the exchange of shares contemplated in this Agreement, **ABP** and **"HIDE"** will enter into a sublicense agreement granting to **"HIDE"** the exclusive right to construct and operate Urea production facilities in the Global Market. For the sublicense, **"HIDE"** will pay to **ABP** a royalty equal to **2.5 %** of gross sales from each plant constructed or operated pursuant to the sublicense. The sublicense agreement will terminate if (a) all **SEC - Securities Exchange Commission** approvals and **FINRA** approvals to the exchange of **BIO** shares for **"HIDE"** shares are not received within sixty (60) days after the date of this Agreement, or (b) **"HIDE"** becomes unavailable for the exchange of stock as contemplated in this Agreement the parties may mutually decide to assign this agreement to another shell company that will submit the transaction to the **SEC** for approval.
- 9) **BIO-SNG Technologies International s , Corp.**, shall obtain one or more verified commitment(s) and/or letter(s) of intent to purchase and/or purchase order(s) for the manufactured of urea by **"HIDE"** from a qualified buyer(s) and/or user.

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**B) Representations of PVAC Corp.:**

1. PVAC Corp. shall assign this Agreement to a qualified listed shell company which is expected to perform the following events within a reasonable amount of time which is 60 days:
  - a. PVAC shall obtain at its own cost and expense a qualified Shell Company, **"HIDE"**, which has already been listed on one of the **Stock Exchanges** and is sufficiently active to qualify and to perform the exchange of stock between **BIO** into **"HIDE"**, and follow with the concurrent public trading of its stock in the **OTC - Over-the-counter Pink Sheets Market** as soon thereafter as rules and regulations of the **SEC** and **FINRA** permit.
  - b. PVAC shall at its own cost and expense, prepare **"HIDE"** both legally and financially and remove any unwanted obligations and/or risks which are not suitable for the exchange of stock with **BIO-SNG International Technologies, Corp.** The shell company will be free of claims and liabilities of previous shareholders and creditors of the shell company, and will be suitable for the business to be conducted by **"HIDE"** as contemplated in this Agreement.
  - c. PVAC shall at its own cost and expense be responsible for all filing fees and costs with the **SEC - Securities and Exchange Commission**, **FINRA** and the **Nevada Secretary of State**, as well as the preparation of all documentation required for the acquisition and merger including, but not limited to, the preparatory due diligence, legal and accounting costs including all work required to meet or exceed the standards set for submission and to obtain all approvals required by the **SEC - Securities and Exchange Commission** and **FINRA** for the exchange of stock and for the public listing and pre-marketing costs and analysis.
    - i. Only after **"HIDE"** is approved in accordance with the rules and regulations of the **SEC** and **FINRA** and the stock of **"HIDE"** is officially listed and trading shall PVAC be fully reimbursed for its time, efforts and costs, which shall not exceed \$500,000 .

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- ii. PVAC shall continue with its Public Relations a responsibility making sure that the marketplace is kept current on **"HIDE'S"** achievements. All press releases shall be subject to the prior approval of the board of directors of **"HIDE"**.
- d. PVAC shall spend whatever time is required by the Legal team and the Accounting team to set the approximate i) opening market price and ii) number of shares held and to be traded, of **"HIDE"** stock, each of which shall be subject to the prior approval of the board of directors of **"HIDE"**.
- e. PVAC represents and warrants to **BIO** that no more than **99,999,999** shares of **"HIDE"** common stock initially available to be issued to the public will be retained by PVAC or its designees for compensation in connection with its services provided in the subject transaction..
- C) **THIS Section C is dedicated to adding by INK the names, addresses, telephone numbers, etc. and the Amount of Shares to be Owned by each person in the BIO Group and any of their associates in "HIDE". The names and share amounts set forth in this Section may be modified by BIO before submission for approval to the SEC. It is hereby confirmed that all Bio units being exchanged are duly authorized, validly issued and titled and fully paid, non-assessable and free of any pre-emptive rights or conditions.**
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|---|---------|
| 1. Texas Agricultural Bioenergy, LLC      | SHARES: |
| 2. Simonton Engineering, LLC              | SHARES: |
| 3. D.B.S.-Dynamic Business Services, Inc. | SHARES: |
| 4. Beruvides Engineering, LLC             | SHARES: |
| 5. JL Energy Consultants, LLC             | SHARES: |
| 6. Deutsche Holdings                      | SHARES: |

Handwritten signatures and a circular stamp. The stamp contains the text "P.H.N ENTERPRISES CORP." and "P.H.N".

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|---|---------|
| 7. Russell Backus                                 | SHARES: |
| 8. Alexis and Maria B. Soto                       | SHARES: |
| 9. Ricardo J. Beruvides and Jennifer J. Beruvides | SHARES: |
| 10. Juan Franciso and Lourdes Quintero            | SHARES: |
| 11. Rosa Maria Quintero                           | SHARES: |
| 12. Rosario Beruvides                             | SHARES: |

VIII. This Agreement contains the full consent and approval of all unit holders and shareholders accordingly, which is required for the exchange of stock between **BIO** and "**HIDE**" and there are no disputes or controversies outstanding which would interfere with the free exchange of stock for units.

IX. The parties to this Agreement warrant that, to their knowledge, there exists nothing substantial or material which would adversely affect the exchange of stock.

X. It is agreed and understood that **BIO** shall furnish an up to date Financial Statement which is complete in all material respects and fairly presents its financial condition, there being no undisclosed liabilities and being prepared in conformity with sound accepted accounting practices consistently applied. Further, it is understood that prior to listing the "**HIDE**" stock for trading purposes, it is obligatory that any material change in financial circumstances shall be fully disclosed.

XI. To the knowledge of the parties to this Agreement there exists no violations of any applicable law, statute, rule or regulations at the time of the signing hereof and should any occur it is the duty of the parties to fully disclose same immediately.

XII. It is acknowledged that **BIO** shall remain in good standing and shall continue to abide with any agreements or undertaking, whether verbal or written until the consummation of

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the transaction contemplated by this Agreement and that all actions will be or have been taken in good faith to discharge such undertakings.

- XIII. This Agreement may be terminated by PVAC or **BIO**, by written notice to the other party, in the event that (a) all **SEC** and **FINRA** approvals relating to exchange of the **BIO** shares and the offering of "**HIDE'S**" common shares to the public are not received within ninety (90) days after the date of this Agreement, or (b) "**HIDE**" or Assigned shell company becomes unavailable for the exchange of stock contemplated in this Agreement.
- XIV. This agreement has been fully authorized and will be executed by the necessary offices and/or directors of each company and should additional authorizations be required which are necessary they shall be obtained prior to public trading and fully disclosed.
- XV. At the time of signing, or as nearly thereafter as possible, **BIO** and "**HIDE**" shall exchange any and all documents required by this agreement, or reasonably requested, or which shall be required for or by the **SEC** or **FINRA** to complete the contemplated purposes as enumerated herein.
- XVI. At the time of the delivery and exchange of shares and units it is warranted that they are free and clear of any liens, claims or encumbrances and are not subject to any legal proceedings, matrimonial problems, divorce, insolvency, receivership, or bankruptcy proceedings.
- XVII. The parties hereto agree that subsequent to the closing that **BIO** and "**HIDE**" shall cause a registration statement to be filed within 120 days on a **Form S-1** with the **SEC** which conforms, meets or exceeds requirements and expectations and executed by the appropriate officers and directors accordingly.
- XVIII. **BIO** and "**HIDE**" will obtain all necessary approvals from its shareholders, unit holders, officers and directors as required for expediting any documentation required to complete the objects contemplated in this agreement including, but not limited to the issuance of shares of "**HIDE**".

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## XIX. MISCELLANEOUS:

1. Timing is of the essence for the execution of this Agreement and all requirements incidental thereto and shall be observed with reasonable best efforts to complete in a timely and professional manner.
2. The parties hereto will execute and deliver such further documents and instruments and so that all such acts and things as may be reasonably necessary or requisite to carry out the full intent, spirit and meaning of this agreement and to fully and effectively complete the contemplated actions required by this agreement until such time that all has been positively achieved.
3. This agreement is complete and may not be assigned, nor altered, except with the mutual written consent of the **Board of Directors of Bio** and "**HIDE**".
4. In the event of a dispute of any kind it shall be brought to the attention of the other party immediately and they shall take all opportunities to resolve and overcome the issue(s) in the spirit of fairness. If for some reason, these issues cannot be resolved then they shall be arbitrated in the **State of Texas** with the loser paying the cost of the arbitration. This decision is appealable to the appropriate jurisdiction in the **State of Texas** using the **Federal Court** system however; only after the penalty arbitration costs are paid in full.
5. This agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.
6. Should additional attorney advice be requested, they shall be paid from the pockets of the party so requesting.
7. All documents required have been received and accepted prior to signing, or by mutual agreement are waived, or may be furnished as soon thereafter as possible.
8. All amendments shall be carried out prior to trading the "**HIDE**" stock so that full disclosure may be adhered to and this agreement and any associated agreements may be





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fully relied upon.

9. All written and verbal representations made prior to the signing of the agreement have been incorporated herein and with the addition of the signatures below this agreement is complete in all respects and is hereby ratified, approved and accepted.
10. This agreement is assignable in whole or in part, but shall not unreasonably be withheld as time is of the essence.
11. Should any portion of this agreement be adjudicated unlawful, then that portion shall be eliminated and the balance of the agreement shall be fully enforceable.
12. All the parties to this agreement hereby agree to assign this agreement with the written mutual consent of all the parties to another shell company should the it be more advantages to expedite the process with the SEC or Up listing the company to a more senior exchange.

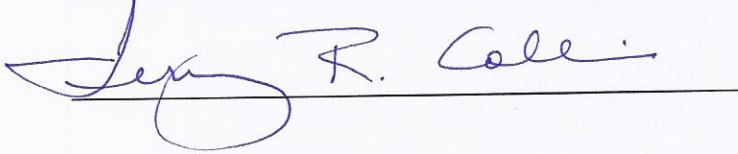
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IN WITNESS WHEREOF, the parties hereto, with full authority to bind their respective entities have set their hand and seal as of this 12 day of May, 2011.


**BIO-SNG TECHNOLOGIES INTERNATIOANL, CORP.**



**Terry R. Collins**

**President & CEO**

**Witness:**

  
**TONY PINHEIRO**

**HIDENET SECURE ARCHITECTURES, INC.**



**Nicolas Lafreniere**

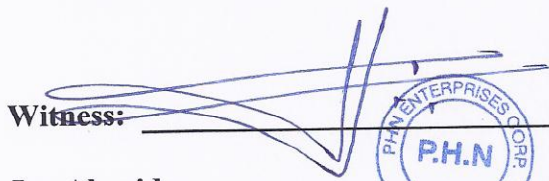

**President**

**Public Ventures of Americas Corp.**



**Michael Di Pumpo**

**Witness:**

**Jay Almeida**