CONVERTIBLE NOTE AGREEMENT

Between: TierOne Communications International Inc. (THE COMPANY)   a corporation organized and existing under the laws of the republic of the Philippines, since December 1999.   With Regional offices in San Agustin ,Babak District, Island Garden City of Samal , Davao Del Norte, Philippines, 8019.

And

_____

(Note holders name and address

1. ISSUE OF NOTES

Whereas the Note Holder is willing to lend the company the sum of ($ _____)   and is willing to accept Series "A" preferred Shares in the company as surety of his funds.

That the note shall commence in the date and time that the funds are received by a representative of the company and shall mature at the date nominated by the Lender.

That said notes will carry the interest of 1% (one Percent) per month for the period of 1-6 months, and after 6 months the note will increase to 2% (Two Percent) Per month maturing on the 12 month anniversary of the signing of the note.

That at the maturity of the note as selected by the lender, the company shall repay the note in the agreed amount and interest rate, by election of the investor, in cash or converted to the publically traded common stock of the company at a 40% discount to market **subject to clause 4**. below defined.

That on the maturity of this note, the interest shall be calculated and additional stocks issued to the holder or the note repaid including interest.

2.   NOTE HOLDERS WARRANTS

The note Holders represent and warrant that :

a) The note holders are subscribing for the Notes and Stock for investment purposes and not with the view to or for sale in connection with any distribution thereof and that they have no present intent to sell , give, or otherwise transfer the Notes or Stock.

b) The Note Holders state that they are residents of the (State_____)

c) The Note Holders understand that this is a highly speculative investment in a company which is proposing to build out a telecom Network, and though the company has a 25-year International Gateway Franchise, which it expects to construct, maintain and operate,   and requires significant funds for this to be completed.

d) Individuals represented warrant that they have a net worth in excess of (amount_____) excessive of their residences and that they are sophisticated investors who are knowledgeable about the type of business proposed by TierOne Communications international Inc.

3.   PREPAYMENTS OF THE NOTES;

The Company shall have the right to make pre-payments on principal of the notes at any time on 21 days written notice. Such prepayment shall be accompanied by a payment of all accrued interest to date, there shall be no premium for the amount to be repaid.

4.   CONVERSION.

The Holder of any note at any time up to and including the maturity date (or as close to any notice of prepayment received as is practicable) may convert their notes on whole or in part into as many fully paid shares of common stock of the Company,. at the principal amount of the note including interest, once the shares of TierOne are **trading at US$0.10 per share for 5 trading days**.

5. REGISTRATION:

The company shall take all necessary steps to maintain the registration of its Common Stock, held subject to the conversion privilege described in this section.

6. EVENT OF DEFAULT

The breach of any of the events or conditions contained in the foregoing covenants, shall constitute an event of default under this Agreement. Any one or more of the Holders, of the Notes may give written notice of such breach and if the company shall within 30 days, after receipt of such written notice have failed to correct such occurrence or condition, then the Note Holder of any one of the Notes may at its option, and without notice, declare the entire principal and interest accrued thereon immediately due and payable and may proceed with collection.

DECLARATION OF DEBT FREE STATUS.

That the company, which was registered with the Securities and Exchange Commission on 23rd of December 1999, declares that at the date of execution of this

agreement, it fully owns its of its equipment, and has no debts, liens on its properties, or any credit facilities , or outstanding salaries to its employees, officers or Directors.

The company has received advances from its stockholders in the form of cash recorded in the 2016 audited financial statements as deposits on future subscriptions.

The company has never borrowed or owes any creditor and that the funds invested pursuant to the issuance of these notes (the Notes) are for development and implementation of its network .

THIS AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.

Scanned copies transmitted via e-mail are considered originals.

IN WITNESS WHEREOF, TierOne Communications International Inc., and note holders have executed this agreement at (designate place and date_____)

For: TierOne Communications International Inc.   for Note Holder

By :_____   By: _____

Print name and title   Print name and title

Witness   Witness

_____   _____

Glossary of terms:

Convertible Note

A Convertible Note is a debt instrument that can be converted into equity automatically upon certain conditions and/or at the option of the holder or the issuer

Terms

    Discount Rate: This represents a **40% discount** to the existing market price quoted on any Stock Exchange.

- **Trigger point:** This represents the price at which your notes will convert into equity, said **trigger point is US$0.10 per share**

- **Interest Rate:** 1% per month, for the first 6 months and 2% per month for the next 6 months, total of 12 months.

- **Maturity Date:** This denotes the date on which the note is due, which is 12 months from the date of execution. Said maturity date may be extended by mutual agreement.

- **Conversion: once the stock has traded for 5 days at $US0.10, per share, the note is convertible at the date nominated by the holder, including the accrued interest.**

By TierOne Communications International Inc   by Note Holder

Jonathon Bentley-Stevens   _____
President