



PRO-FORMA INVOICE  
[IDENTIFICATION CODE]  
[1 December 2016]

**GRUPO INMOBILIARIO USA-MEX S.A. DE C.V.**, herein represented by [REDACTED] AS THE GENERAL DIRECTOR, hereby offers the following to TEXAS HOLDINGS, INC, a Nevada, USA, corporation:

ENGINEERING, ARCHITECTURAL, CONSULTING SERVICES, AND GENERAL CONTRACTOR SERVICES TO BUILD OUT PROJECTS TO BE SELECTED AND AS MAYBE DESIGNED AND DETERMINED BY TEXAS HOLDINGS, INC. (hereinafter "ITEMS"), to be delivered as may be instructed by TEXAS HOLDINGS, INC.

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 Texas, United States of America, 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 Galveston County, Texas, United States of America.

GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. herewith provides, along with this PRO-FORMA INVOICE a letter of good standing with a commercial bank.

In the event this PRO-FORMA INVOICE is accepted, TEXAS HOLDINGS, INC is to provide GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. 1.5 Billion UNITED STATES DOLLARS, as pre-payment for delivery of ITEMS.

TEXAS HOLDINGS, INC is to present for said pre-payment one or several ADVERTISING CREDIT PROMISSORY NOTES, with total of face values equal to said amount, with GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. as Beneficiary, issued as per the template shown in [http://www.change2100.com/THIBMART/ACPN\\_FORMAT.pdf](http://www.change2100.com/THIBMART/ACPN_FORMAT.pdf)

ITEMS, when provided as indicated herein to TEXAS HOLDINGS, INC, are chargeable at cost, verifiable by invoice from suppliers, plus a 50% override.

Upon receipt of the payment presented by TEXAS HOLDINGS, INC as indicated herein, This PRO-FORMA INVOICE shall be considered a contract to which GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. is obligated.

However, delivery of ITEMS shall take place only as GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. collects the ADVERTISING CREDIT PROMISSORY NOTES, as per their protocols, or otherwise engages in negotiations with said ADVERTISING CREDIT PROMISSORY NOTES through which value useable for the purposes of this PRO-FORMA INVOICE is thus obtained by GRUPO INMOBILIARIO USA-MEX S.A. DE C.V..

All uses of the ADVERTISING CREDIT PROMISSORY NOTES by GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. are subject to pre-approval by TEXAS HOLDINGS, INC and any non-pre-approved use may, at the sole discretion of TEXAS HOLDINGS, INC, immediately invalidate and void said ADVERTISING CREDIT NOTES, but without affecting or eliminating the obligations of GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. related to this PRO-FORMA INVOICE.

Upon receipt by GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. of pre-payment made by TEXAS HOLDINGS, INC, as stipulated herein, based on this declared ability of GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. to deliver ITEMS as stipulated, TEXAS HOLDINGS, INC is authorized by GRUPO INMOBILIARIO USA-MEX S.A. DE C.V. to resell ITEMS to other parties at the sole discretion of TEXAS HOLDINGS, INC.

