

J.A. DEVINE & ASSOCIATES, LLC.
641 VISTA AVENUE
DOVER, DE 19901

J.A. DEVINE & ASSOCIATES, LLC

PRO-FORMA INVOICE
PF-20171215-JAD
December 15, 2017

J.A. DEVINE & ASSOCIATES, LLC., Dover, Delaware, herein represented by [REDACTED] Managing Partner hereby offers the following to TEXAS HOLDINGS, INC, a Nevada, USA, corporation:

\$4 Million UNITED STATES DOLLARS of ADVERTISING, ADVERTISING ON CLOTHING AND ACCESS TO PRIVATE FUNDS (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.

J.A. DEVINE & ASSOCIATES, LLC. 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 J.A. DEVINE & ASSOCIATES, LLC. \$6 Million 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 J.A. DEVINE & ASSOCIATES, LLC. as Beneficiary, issued as per the template shown in 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 J.A. DEVINE & ASSOCIATES, LLC. is obligated.

However, delivery of ITEMS shall take place only as J.A. DEVINE & ASSOCIATES, LLC. 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 J.A. DEVINE & ASSOCIATES, LLC.

All uses of the ADVERTISING CREDIT PROMISSORY NOTES by J.A. DEVINE & ASSOCIATES, LLC. 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 PROMISSORY NOTES, but without affecting or eliminating the obligations of J.A. DEVINE & ASSOCIATES, LLC. related to this PRO-FORMA INVOICE.

Upon receipt by J.A. DEVINE & ASSOCIATES, LLC. of pre-payment made by TEXAS HOLDINGS, INC, as stipulated herein, based on this declared ability of J.A. DEVINE & ASSOCIATES, LLC. to deliver ITEMS as stipulated, TEXAS HOLDINGS, INC is authorized by J.A. DEVINE & ASSOCIATES, LLC. to resell ITEMS to other parties at the sole discretion of TEXAS HOLDINGS, INC.