

# Corporación Sanchez & Agila, S.A.

## PRO-FORMA INVOICE

March 11, 2017

CORPORACION SANCHEZ & AGILA, S.A., Quito, Ecuador, herein represented by [REDACTED] Gerente General, hereby offers the following to TEXAS HOLDINGS, INC, a Nevada, USA, corporation:

\$5 Billion UNITED STATES DOLLARS in Gold from sources to be selected and/or approved 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.\*

CORPORACION SANCHEZ & AGILA, S.A. 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 CORPORACION SANCHEZ & AGILA, S.A. \$7.5 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 CORPORACION SANCHEZ & AGILA, S.A. 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 CORPORACION SANCHEZ & AGILA, S.A. is obligated.

However, delivery of ITEMS shall take place only as CORPORACION SANCHEZ & AGILA, S.A. collects the ADVERTISING CREDIT PROMISSORY NOTES, as per their proforma, 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 CORPORACION SANCHEZ & AGILA, S.A.

All uses of the ADVERTISING CREDIT PROMISSORY NOTES by CORPORACION SANCHEZ & AGILA, S.A. 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 CORPORACION SANCHEZ & AGILA, S.A. related to this PRO-FORMA INVOICE.

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



Gerente General

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Corporate Seal or Notary





Factura: 002-002-000034958



20171701035C01680

**FIEL COPIA DE DOCUMENTOS EXHIBIDOS EN ORIGINAL N° 20171701035C01680**

RAZÓN: De conformidad al Art. 18 numeral 5 de la Ley Notarial, doy fe que la(s) fotocopia(s) que antecede(n) es (son) igual(es) al(los) documento(s) original(es) que corresponde(n) a PRO-FORMA INVOICE DE LA CORPORACION SANCHEZ & AGILA, S.A. DI: 1 COPIA CERTIFICADA y que me fue exhibido en 1 foja(s) útil(es). Una vez practicada(s) la certificación(es) se devuelve el(los) documento(s) en 1 foja(s), conservando una copia de ellas en el Libro de Certificaciones. La veracidad de su contenido y el uso adecuado del (los) documento(s) certificado(s) es de responsabilidad exclusiva de la(s) persona(s) que lo(s) utiliza(n).

QUITO, a 14 DE MARZO DEL 2017, (13:07).

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NOTARIO(A) SANTIAGO FEDERICO GUERRON AYALA  
NOTARIA TRIGESIMA QUINTA DEL CANTÓN QUITO

