

February 27, 2019

CULBCO REF: FIN019057001

PRO-FORMA INVOICE C&C-THI-2-27-2019 February 27, 2019

CULBERTSON & CO., PO BOX 711110, HERNDON, VA 20171, herein represented by **CEO**, hereby offers the following to TEXAS HOLDINGS, INC, a Nevada, USA, corporation:

Reduction of Green House Gases by the utilization of the Advanced Carbon Modeling Project in the geographical locations of Croatia (\$60,500,000 US), Ecuador (\$132,000,000 US), Ireland (\$108,000,000 US), and Ghana (\$85,200,000 US) for a total of \$385,700,000.00 US (hereinafter "PRODUCTS AND PRODUCTS AND SERVICES"), 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.

CULBERTSON & CO. 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 CULBERTSON & CO. Three Hundred Eighty-five Million, Seven Hundred Thousand UNITED STATES DOLLARS (\$385,700,000.00 US), as pre-payment for delivery of PRODUCTS AND SERVICES.

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 CULBERTSON & CO. as Beneficiary, issued as per the template shown in <a href="http://www.change2100.com/THIBMART/ACPN FORMAT.pdf">http://www.change2100.com/THIBMART/ACPN FORMAT.pdf</a>

PO BOX 711110 HERNDON, VA 20171

PRODUCTS AND SERVICES, 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 CULBERTSON & CO. is obligated.

However, delivery of PRODUCTS AND SERVICES shall take place only as CULBERTSON & CO. 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 CULBERTSON & CO.

All uses of the ADVERTISING CREDIT PROMISSORY NOTES by CULBERTSON & CO. are subject to pre-approval by TEXAS HOLDINGS, INC and any non-preapproved 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 CULBERTSON & CO. related to this PRO-FORMA INVOICE.

Upon receipt by CULBERTSON & CO. of pre-payment made by TEXAS HOLDINGS, INC, as stipulated herein, based on this declared ability CULBERTSON & CO. to deliver PRODUCTS AND SERVICES as stipulated, TEXAS HOLDINGS, INC is authorized by CULBERTSON & CO. to resell PRODUCTS AND SERVICES to other parties at the sole discretion of TEXAS HOLDINGS, INC.



