[COMPANY LETTERHEAD]

PRO-FORMA INVOICE

[IDENTIFICATION CODE]

[date]

[NAME OF COMPANY, and legal jurisdiction], herein represented by [NAME OF SIGNATORY and title], hereby offers the following to TEXAS HOLDINGS, INC, a Nevada, USA, corporation:

[Description of items being purchased] (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.

[NAME OF COMPANY] 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 [NAME OF COMPANY] [$xxx] 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 [NAME OF COMPANY] as Beneficiary, issued as per the template shown in [http://www.change2100.com/THIBMART/ACPN FORMAT.pdf](http://www.change2100.com/THIBMART/ACPN%20FORMAT.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 [NAME OF COMPANY] is obligated.

However, delivery of ITEMS shall take place only as [NAME OF COMPANY] 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 [NAME OF COMPANY].

All uses of the ADVERTISING CREDIT PROMISSORY NOTES by [NAME OF COMPANY] 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 [NAME OF COMPANY] related to this PRO-FORMA INVOICE.

Upon receipt by [NAME OF COMPANY] of pre-payment made by TEXAS HOLDINGS, INC, as stipulated herein, based on this declared ability of [NAME OF COMPANY] to deliver ITEMS as stipulated, TEXAS HOLDINGS, INC is authorized by [NAME OF COMPANY] to resell ITEMS to other parties at the sole discretion of TEXAS HOLDINGS, INC.

[Name of signatory] [corporate seal or notary]

[Title of signatory]