ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS

Location:
City of Edinburg, City Hall-Council Chambers
415 W. University Drive, Edinburg, Texas

JANUARY 18, 2022
SPECIAL MEETING AGENDA
12:00 PM

1. **CALL TO ORDER, ESTABLISH A QUORUM**

2. **CERTIFICATION OF PUBLIC NOTICE**

3. **PUBLIC COMMENTS**
   A specific portion of the meeting shall be dedicated to allowing Public Comments which will be limited to three (3) minutes. Because of the state of emergency due to the COVID-19 pandemic, public comment may be provided in-person abiding to the occupancy limits or by telephone. In person requests shall be requested by completing the Public Comment Form available at City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@cityofedinburg.com or (b) calling 956-388-8204.

   All requests must be received beginning at 9am and end immediately before the start of the meeting. Your request should include your name, address, and telephone number. We ask for everyone's cooperation in following this procedure.

4. **REGULAR AGENDA ITEMS**
   A. Discussion and possible action regarding the Edinburg Arts, Culture and Events Center.
   B. Discussion and possible action of property taxes at 6930 Democracy Dr - Lot 7, North Industrial Park Edinburg, Hidalgo, County, Texas related to Green Cold Formed Steel LLC.

5. **EXECUTIVE SESSION**
   The EEDC will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The EEDC May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

6. **OPEN SESSION**

The EEDC will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

7. **ADJOURNMENT**

I hereby certify this Notice of an EEDC Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board visible and accessible to the general public during and after regular working hours.

This notice was posted on JAN. 14th*, 2022 at* 1:40 *am / pm.*

By:

Signature:

Name: *Ron Garza, City Manager*

City of Edinburg, Texas

Edinburg Economic Development Corporation
Meeting Date:January 18, 2022

Discussion and possible action regarding the Edinburg Arts, Culture and Events Center.

1. **Agenda Item:**
   Discussion and possible action regarding the Edinburg Arts, Culture and Events Center.
2. **Description/Scope:**
   EEDC follow up on the Edinburg Arts, Culture, and Events Center (ACE) discussion from the Joint Work Session Meeting on Thursday, January 13, 2022.
3. **Estimated Timeline:**
   N/A
4. **Budget:**
   N/A
5. **Procurement/Selection Process:**
   N/A
6. **Staff's Recommendation:**
   N/A
7. **Justification:**
   N/A

____
Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	________
Not Approved:	________
Tabled:	________
No Action:	

Edinburg Economic Development Corporation
Meeting Date:January 18, 2022

Discussion and possible action of property taxes at 6930 Democracy Dr - Lot 7, North Industrial Park Edinburg, Hidalgo, County, Texas related to Green Cold Formed Steel LLC.

1. **Agenda Item:**
   Discussion and possible action of property taxes at 6930 Democracy Dr - Lot 7, North Industrial Park Edinburg, Hidalgo, County, Texas related to Green Cold Formed Steel LLC.
2. **Description/Scope:**

The Edinburg EDC (EEDC) and Green Cold Formed Steel LLC (Green Cold) entered into a real estate contract agreement on August 23, 2011. The EEDC deeded the property to Green Cold on October 21, 2011. Green Cold was required to construct a 22,000 sq. ft. warehouse and to employ thirty (30) people within one year of the deed date. If Green Cold failed the conditions, the EEDC could repurchase the Property for $10. Green Cold failed to satisfy the requirements within one year of the deed date.

On May 22, 2013, a Correction Special Warranty Deed was signed extending the time to satisfy the conditions by another two years. The conditions were still not met within the extended time.

On May 25, 2015, the EEDC told Green Cold that it would exercise the repurchase option and take back the Property. Green Cold, however, refused to engage in discussions or comply with the repurchase requirements on the basis that it had filed suit against the company that had lent funds to build the warehouse. A legal odyssey followed as the EEDC tried to take back the Property.

On March 6, 2018, a court formally ruled that the EEDC's repurchase right was superior to the lender's lien.

On November 6, 2019, the court also ordered that the EEDC had title of the Property "free and clear of all liens, claims, encumbrances and other clouds of title" because it had exercised its repurchase right. Although the EEDC successfully obtained title of the Property, it now faces an outstanding property tax bill of over $200,000.

Green Cold paid property taxes owed between 2011 and 2014 while it was attempting to build a warehouse. But once the EEDC said it would repurchase the Property in May 2015, Green Cold stopped paying its property tax bill. The delinquent tax statement is for years 2015 through 2019.

The EEDC seeks to extinguish the entire amount of delinquent taxes on record because the EEDC exercised its right to repurchase the Property, and by operation of law should have had title to the Property, in May 2015.

3. **Estimated Timeline:**
   N/A

4. **Budget:**
   The EDC has a Property Taxes budget line item of $100,000 for FY2022.

5. **Procurement/Selection Process:**

N/A

6. **Staff's Recommendation:**
Possible options for EEDC Board to consider:

- EEDC pay balance on property tax statement.

- Visit with each taxing entity and ask to waive penalty fees (can take several months).

- EEDC pay balance on property tax statement and consult with attorney for possible lawsuit against Green Cold Formed Steel LLC owner to recover funds.

7. **Justification:**
Upon resolving the delinquent property taxes due, the EEDC can move forward with the closing of current active projects.

____
Blanca Davila
Director of Economic Development

ATTACHMENTS
Attachment A: Letter Regarding Green Cold Formed Steel LLC.
Attachment B: Exhibits Regarding Green Cold Formed Steel LLC.
Attachment C: Edinburg EDC Tax Proration Letter

Approved:	________
Not Approved:	________
Tabled:	________
No Action:	

THE CITY OF Edinburg

December 9, 2021

VIA EMAIL
Jorge Gonzalez
Assistant Chief Appraiser
Hidalgo County Appraisal District
jgonzalez@hidalgoad.org

RE: Delinquent Tax Statement for North Industrial Park Lot 7

Mr. Gonzalez,

Thank you for speaking with me regarding this matter. I represent the Edinburg Economic Development Corporation ("EEDC") and I've reached out to you regarding a tax delinquency for property described as North Industrial Park Lot 7 (the "Property"). A copy of the Delinquent Tax Statement Summary is attached as Exhibit A to this letter.

The statement shows that the delinquent property tax amounts for the Property were incurred between 2015 through 2019 and are due to another entity's (Green Cold Formed Steel LLC) presumed ownership of the Property during that time. As explained below, the EEDC believes the delinquent tax should be removed in its entirety because the EEDC, not Green Cold, was legal owner of the Property during the period. In the alternative, the EEDC seeks to narrow the period at issue, eliminate penalty interest, and thereby reduce the balance amount.

Background

On October 21, 2011, the EEDC deeded the Property to Green Cold Formed Steel ("Green Cold"). The conveying deed contained conditions. Specifically, Green Cold was required to build a warehouse and to employ a certain number of people within 1 year of the deed date. *See* Ex. B, Special Warranty Deed at 6. If Green Cold failed the conditions, the EEDC could repurchase the Property for $10.

Green Cold failed to satisfy these requirements within a year. Rather than abandon Green Cold's project, the EEDC agreed to extend the time to satisfy the conditions. On May 22, 2013, a Correction Special Warranty Deed was signed giving Green Cold another 2 years to satisfy the conditions. *See* Ex. C, Correction Special Warranty Deed at 6. Ultimately, Green Cold failed the conditions within the extended time as well.

On May 25, 2015, the EEDC told Green Cold that it would exercise the repurchase option and take back the Property. Green Cold, however, refused to engage in discussions or comply with the repurchase requirements on the basis that it had filed suit against the company that had lent funds to build the warehouse. *See* Ex. D, *Green Cold Formed Steel v. T.D. Development, LC*, CL-15-1397-D (Hidalgo Cnty. Crt. #4 May 4, 2015).

A legal odyssey followed as the EEDC tried to take back the Property. After intervening in the lawsuit, the EEDC first overcame Green Cold's lender's competing claim to the property. A court formally ruled that the EEDC's repurchase right was superior to the lender's lien. *See* Ex. E, Order Granting Motion for Summary Judgment Filed by Intervenor

Edinburg Economic Development Corporation (332nd Dist. Ct. Hidalgo Cnty, March 6, 2018). Ultimately, the court also ordered that the EEDC had title of the Property "free and clear of all liens, claims, encumbrances and other clouds of title" because it had exercised its repurchase right. *See* Ex. F, Judgment (332nd Dist. Ct. Hidalgo Cnty, November 6, 2019).

Along the way, Green Cold's attorneys withdrew their representation citing a lack of communication with their client;[1] the case was transferred from County Court to District Court because only District Courts have jurisdiction over suits involving title to land;[2] and Green Cold stopped responding to correspondence or participating in the legal proceedings all together, including at trial.[3]

Although the EEDC successfully obtained title the Property, it now faces an outstanding property tax bill of over $200,00. Ex. A, Delinquent Tax Statement Summary, November 3, 2021. Green Cold paid property taxes owed between 2011 and 2014 while it was attempting to build a warehouse. But once the EEDC said it would repurchase the Property in May 2015, Green Cold stopped paying its property tax bill. The delinquent years are shown as 2015 through 2019. *See* Ex. A.

[1] *See* Ex.G, Motion for Withdrawal of Counsel, CL-15-1397-D (Hidalgo Cnty. Crt. #4 August 12, 2015).

[2] *See* Memorandum June 6, 2017, *Green Cold Formed Steel v. T.D. Development L.C.* ((332nd Dist. Ct. Hidalgo Cnty).

[3] *See* Ex. F, Judgment (332nd Dist. Ct. Hidalgo Cnty, November 6, 2019).

Request

The EEDC seeks to extinguish the entire amount of delinquent taxes on record because the EEDC exercised its right to repurchase the Property, and by operation of law should have had title to the Property, in May 2015. In the alternative, the EEDC seeks to reduce the outstanding balance.

A. The EEDC Obtained Title In May 2015

The terms of the Correction Special Warranty Deed entitled the EEDC to repurchase the Property in May 2015. The EEDC advanced this option, but Green Cold refused to engage. A Court formally recognized the EEDC had clear title to the Property in November 2019 after years of legal procedure, motions, and argument. The delay was caused by Green Cold's refusal to participate, not by anything the EEDC did or didn't do.

Given that the EEDC properly asserted its right to repurchase, the legal date for the EEDC's ownership is May 25, 2015. Although the Court did not issue final judgment in the EEDC's favor until November 2019, Texas courts, using the doctrine of relation back, have recognized that ownership relates back to the first instance of legal right to the property rather than the date a Court issues judgment for title to the property. *See Silliman v. Taylor*, 35 Tex. Civ. App. 490, 493, 80 S.W. 651, 653 (1904, no writ) (ordering that property ownership relate back to the original date of sale even though it meant setting aside foreclosure); *First State Bank of Amarillo v. Jones*, 107 Tex. 623, 631, 183 S.W. 874, 876 (1916) (holding that bank's ownership of property related back to the date its secured interest in the property was realized). The Texas Supreme Court's holding in *Jones* is particularly instructive because the

Court determined that a property owner's "equitable right" to property is superior to recording statutes. *Jones*, 183 S.W. at 876. Another court applying the *Silliman* holding noted that applying the relation back doctrine is needed at times "in order that injustice and fraud may be prevented." *Hodges v. Moore*, 186 S.W. 415, 417 (Tex. Civ. App.—Amarillo 1916, no writ).

Here, the equities of the incident all weigh in favor of the EEDC. And applying the relation back doctrine to recognize the EEDC's ownership of the Property beginning May 25, 2015 will prevent compounding Green Cold's clear fraudulent conduct. It should be clear that the Court intended for the EEDC to have no indebtedness for simply taking the property back because it expressly ordered that the EEDC's title be "free and clear of all liens, claims, encumbrances and other clouds of title."

As a result, the EEDC asserts that its legal ownership for property tax purposes began on May 25, 2015 and that the amount of delinquent taxes are overstated.

B. In the Alternative, the period at issue should be significantly narrowed

To the extent there are taxes owed because of Green Cold's ownership between January 1, 2015 to May 24, 2015, that minimal time period only should be recognized and applied here. Further, since the amount actually owed is less than what appears on the Delinquent Tax Statement, the EEDC has not received notice of the actual amount owed. As a result, penalties and interest do not apply pursuant to Texas Tax Code Section 33.01.

Conclusion

The EEDC appreciates the opportunity to present this letter request. We look forward to your response and hope that we can work together to reach an equitable resolution.

If you have any questions, you may contact me at the City of Edinburg Legal Department at 956-388-8208.

Sincerely,

Omar Ochoa
City Attorney

EXHIBIT A

DELINQUENT TAX STATEMENT SUMMARY

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157

Certified Owner:

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

Legal Description:

NORTH INDUSTRIAL PARK LOT 7

2021 Value: $677,575
Appr. Dist. No.: 816710

Legal Acres: 6.2220
Parcel Address: 6930 DEMOCRACY DR

Account No: N5140-00-000-0007-00

As of Date: 12/09/2021 **Cause No:** T1424-14A

Print Date: 12/09/2021 **Printed By:** ACT_INQ

Year	Tax Units	Remaining Levy	IF PAID BY December 31, 2021		IF PAID BY January 31, 2022		IF PAID BY February 28, 2022	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2015	1 2 22 41 54 55	$18,932.11	$20,910.52	$39,842.63	$21,128.24	$40,060.35	$21,345.94	$40,278.05
2016	1 2 22 41 54 55	$18,932.11	$18,297.89	$37,230.00	$18,515.62	$37,447.73	$18,733.33	$37,665.44
2017	1 2 22 41 54 55	$18,864.36	$15,629.12	$34,493.48	$15,846.06	$34,710.42	$16,063.02	$34,927.38
2018	1 2 22 41 54 55	$18,816.93	$12,993.08	$31,810.01	$13,209.50	$32,026.43	$13,425.88	$32,242.81
2019	1 2 22 41 54 55	$18,435.47	$10,185.60	$28,621.07	$10,397.62	$28,833.09	$10,609.62	$29,045.09
2020	1 2 22 41 54 55	$18,408.36	$7,630.27	$26,038.63	$7,841.98	$26,250.34	$8,053.67	$26,462.03
TOTAL AMOUNT DUE:		**$112,389.34**	$85,646.48	**$198,035.82**	$86,939.02	**$199,328.36**	$88,231.46	**$200,620.80**

Tax Unit Codes:

1 HIDALGO COUNTY **2** DRAIN DIST #1 **22** CITY OF EDINBURG **41** EDINBURG CISD **54** SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

VISIT OUR WEBSITE TO PAY ONLINE OR INQUIRE ON YOUR PROPERTY AT WWW.HIDALGOCOUNTYTAX.ORG

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR THE HIDALGO COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE HIDALGO COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

31.1.43

Print Date: 12/09/2021

Appr. Dist. No.: 816710

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

* N 5 1 4 0 0 0 0 0 0 0 0 0 7 0 0 *

If Paid By	Amount Due
December 31, 2021	$198,035.82
January 31, 2022	$199,328.36
February 28, 2022	$200,620.80
Amount Paid:	$____________.___

N5140-00-000-0007-00

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

00008167100019803582

DELINQUENT TAX STATEMENT SUMMARY

THE COUNTY OF HIDALGO TEXAS

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157

Certified Owner:

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

Legal Description:

NORTH INDUSTRIAL PARK LOT 7

Account No: N5140-00-000-0007-00

2021 Value: $677,575
Appr. Dist. No.: 816710

Legal Acres: 6.2220
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Print Date: 12/09/2021 **Printed By:** ACT_INQ

Year	Tax Units	Remaining Levy	IF PAID BY December 31, 2021 Penalty Interest	Total	IF PAID BY January 31, 2022 Penalty Interest	Total	IF PAID BY February 28, 2022 Penalty Interest	Total
	TOTAL AMOUNT DUE:	**$112,389.34**	$85,646.48	**$198,035.82**	$86,939.02	**$199,328.36**	$88,231.46	**$200,620.80**

THE TAXES ON THIS PROPERTY ARE DELINQUENT. THE PROPERTY IS SUBJECT TO A LIEN FOR THE DELINQUENT TAXES. IF THE DELINQUENT TAXES ARE NOT PAID, THE LIEN MAY BE FORECLOSED.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

31.1.43

Print Date: 12/09/2021

Appr. Dist. No.: 816710

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

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* N 5 1 4 0 0 0 0 0 0 0 0 0 7 0 0 *

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Amount Paid:	$____________.___

N5140-00-000-0007-00

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

00008167100019803582

OFFICE OF THE TAX ASSESSOR-COLLECTOR
HIDALGO COUNTY

EDINBURG
Main Office
2804 S Business Hwy 281
(956) 318-2157
From 8:00am - 5:00pm

ALAMO
Branch Office
1429 S Tower Rd
(956) 784-8688
From 8:00am - 4:30pm

ELSA
Branch Office
708 E Edinburg Ave, Ste. B
(956) 292-7622
From 8:00am - 5:00pm

MCALLEN
Branch Office
300 E Hackberrry Ave, Ste. 3
(956) 686-7424
From 8:00am - 5:00pm

MISSION
Branch Office
722 N Breyfogle, Ste. 104
(956) 205-7050
From 8:00am - 5:00pm

PHARR
Branch Office
300 W Hall Acres Rd, Ste. C
(956) 784-3560
From 8:00am - 5:00pm

SAN JUAN
Branch Office
509 E Earling Rd
(956) 283-1645
From 8:00am - 5:00pm

WESLACO
Branch Office
1900 Joe Stephens, Ste. B
(956) 973-7825
From 8:00am - 5:00pm

OFFICES COUNTYWIDE TO BETTER SERVE YOU

PAYMENT OPTIONS: Taxpayer may pay the total amount due by cash, check, credit card, or make partial payments. If total current tax is paid by January 31, no penalty and interest is charged. Taxpayer may establish an Escrow Account. A four-payment option is available for individuals who are disabled or at least 65 years of age or a disabled veteran with a residential homestead exemption. This plan spreads property tax bill over four payments in accordance with Texas Property Tax Code Sec. 31.031.

PAYMENT IN PERSON: If you wish to pay in person, you may pay at any of the above locations. A drop off box is available at the main office in Edinburg.

PAYMENT BY MAIL: Mail must be postmarked for the month in which payment is due in accordance with Texas Property Tax Code Sec. 1.08 (check should include current driver license #). If we have to return your payment for any reason, the postmark date of your reply envelope is the controlling date.

PENALTY AND INTEREST: Taxes are delinquent, if not paid prior to February 1 of each year and will accrue Penalty and Interest added in accordance with Texas Property Tax Code Sec. 33.01 (a).

On February 1 of each year, all accounts under legal judgment are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.48, an attorney's fees and collection expenses will be added.

On April 1 of each year, all delinquent personal property taxes are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.11, an attorney's fees and collection expenses will be added.

On July 1 of each year, all delinquent property taxes are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.07, an attorney's fees and collection expenses will be added. (Please refer to the table provided as an example)

TEXAS PROPERTY TAX CODE SEC. 31.01 (g) states that failure to send or receive a tax bill does not affect the validity of the tax, penalty or interest, the due date, existence of a tax lien, or any procedure instituted to collect a tax.

Example of Penalty and Interest for 33.07 on a property assessed with $1,000.00 Taxes Due

Month	Penalty %	Interest %	Delinquent Amount	Coll Fees	Total Amount
January	0%	0%	$ 1,000.00	$ 0.00	$ 1,000.00
February	6%	1%	$ 1,070.00	$ 0.00	$ 1,070.00
March	7%	2%	$ 1,090.00	$ 0.00	$ 1,090.00
April	8%	3%	$ 1,110.00	$ 0.00	$ 1,110.00
May	9%	4%	$ 1,130.00	$ 0.00	$ 1,130.00
June	10%	5%	$ 1,150.00	$ 0.00	$ 1,150.00
July	12%	6%	$ 1,180.00	$ 177.00	$ 1,357.00

TEXAS PROPERTY TAX CODE SEC. 42.08(a) states that the pendency of an appeal does not affect the delinquency date for the taxes on the property subject to the appeal. (d) states that a property owner who appeals must pay taxes on the property subject to the appeal or the property owner forfeits the right to proceed to the final determination of the appeal. The amount of taxes the property owner must pay on the property before the delinquency date to comply with the subsection is the lesser of:

(1) the amount of taxes due on the portion of the taxable value of the property that is not in dispute; or
(2) the amount of taxes due on the property under the order from which the appeal is taken.

TEXAS PROPERTY TAX CODE SEC. 33.045 states that "if you are 65 years of age or older or disabled and the property described in this document is your residence homestead, you should contact the appraisal district regarding any entitlement you may have to a postponement in the payment of these taxes"

INTERNET PAYMENTS 24/7: Can be made by going to **www.hidalgocountytax.org**. A convenience fee will be charged based on a fee schedule.
**There is no fee when paying by Electronic Check.

MAIL PAYMENT TO:
Pablo (Paul) Villarreal Jr.
Hidalgo County Tax Assessor-Collector
PO Box 178
Edinburg TX 78540-0178

HIDALGO COUNTY APPRAISAL DISTRICT

Date ______________

CORRECTION FORM
(address only)

Entity______________

Clerk ______________

PIDN [ ][ ][ ][ ][ ] [ ][ ] [ ][ ][ ] [ ][ ][ ][ ] [ ][ ]

CURRENT | PREVIOUS

NAME: ______________ ______________

C/O: ______________ ______________

ADDRESS: ______________ ______________

CITY: ______________ ______________

STATE: __________ ZIP: __________ ______________
(Use ZIP + 4)

EXHIBIT B

CHARGE TO: EDWARDS ABSTRACT
AND TITLE CO. GF# 2112386 mou

EXHIBIT

A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2252790

SPECIAL WARRANTY DEED

DATE: October 21, 2011

GRANTOR: EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
A non-profit Texas Development Corporation

GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):
602 W. University Drive
Edinburg, Hidalgo County, Texas 78539

GRANTEE: GREEN COLD-FORMED STEEL, LLC,
a Texas Limited Liability Company

GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):
6620 South 33rd Street, Bldg J, Suite 25
McAllen, Hidalgo County, Texas 78503

CONSIDERATION: CASH and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lot Seven (7), NORTH INDUSTRIAL PARK, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof filed on October 6, 2011, and recorded under Clerk's File No. 2247392, Official Records, and Map Records, Hidalgo County, Texas.

RESERVATIONS AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: The Real property is conveyed to Grantee subject to the following but only to the extent the same exist and affect the Real Property, to-wit:

1. All oil, gas, and other minerals in and under and that may be produced from the Real Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits

from it;

2. Reservation of an oil, gas and other minerals, except as to a stated 1/8th of 1/8th non-participating royalty interest, as set forth in instrument dated January 1, 1946, recorded in Volume 576, Page 205, Volume 576, Page 215, and Volume 574, Page 478, and dated February 18, 1957, recorded in Volume 886, Page 159, Deed Records, Hidalgo County, Texas.

3. Oil, Gas and Mineral Lease dated March 15, 1944, recorded in Volume 54, Page 93, dated January 8, 1954, recorded in Volume 154, Page 252, and amended by instrument dated April 4, 1958, recorded in Volume 214, Page 1, Oil and Gas Records, and dated January 13, 1989, recorded in Volume 2883, Page 981, Official Records Hidalgo County, Texas;

4. Standby fees, taxes and assessments by any taxing authority for the year 2011 and subsequent years;

5. Easement for RIGHT-OF-WAY granted to NORTH ALAMO WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 2039, Page 11, Official Records, Hidalgo County, Texas;

6. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 15.;

7. Easements and reservations as may appear upon the recorded map and dedication of said subdivision;

8. Easements, or claims of easements, which are not recorded in the public records;

9. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

This conveyance is made by Seller and accepted by Purchaser under the express condition that Purchaser agrees that any construction or improvements to the real property shall be made according to the rules and regulations of Grantor's Architectural Control Committee and the City of Edinburg's Architectural Guidelines and furthermore this conveyance is made subject to <u>Exhibit "A"</u> attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration and subject to the Reservations and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Real Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Real Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations and the Exceptions to Conveyance and Warranty.

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the Real Property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Real Property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Real Property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the Real Property.

THE REAL PROPERTY IS SOLD AS IS, AND WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF, OR ITS CONDITION, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (A) THE STRUCTURAL CONDITION OF ANY IMPROVEMENTS, MAINTENANCE AND REPAIR OR THE NEED THEREFOR OR THE EXISTENCE OF AND DEFECTS, WHETHER LATENT, PATENT, STRUCTURAL, FUNCTIONAL, COSMETIC OR OTHERWISE; (B) ENVIRONMENTAL MATTERS RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCE, WASTES, HYDROCARBONS, POLYCLORINATED BIPHENYLS, ASBESTOS OR RELATED MATERIALS; (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (D) WHETHER OR NOT AND THE EXTENT TO WHICH THE REAL PROPERTY OR ANY PORTION THEREOF ARE AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD; (E) DRAINAGE; (F) SOIL CONDITIONS; (G) THE

AVAILABILITY OF ANY UTILITIES TO THE PROPERTIES OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (H) USAGES OF ADJOINING PROPERTY; (I) ACCESS TO THE REAL PROPERTIES OR ANY PORTION THEREOF; AND (J) THE VALUE, COMPLIANCE WITH SPECIFICATIONS, SIZE, LOCATION, AGE, USE, MERCHANTABILITY, DESIGN, QUALITY, DESCRIPTION, DURABILITY, OPERATION OR CONDITION OF THE REAL PROPERTY OR ANY PORTION THEREOF, OR SUITABILITY OF THE REAL PROPERTY OR ANY PORION THEREOF FOR GRANTEE'S PURPOSES, OR FITNESS FOR ANY USE OF PURPOSE WHATSOEVER. GRANTEE AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF GRANTOR AND THAT GRANTEE HAS SATISFIED OR WILL SATISFY ITSELF AS TO ALL THE FOREGOING MATTERS. GRANTOR FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR PURPOSE IN RESPECT OF THE REAL PROPERTY. GRANTEE AFFIRMS THAT GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH SUCH REAL PROPERTY FOR ANY PARTICULAR PURPOSE AND THAT GRANTOR MAKES NO WARRANTY THAT SUCH REAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE.

When the context requires, singular nouns and pronouns include the plural.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
A non-profit Texas Development Corporation

BY: ______________________________
Nelda Ramirez, Interim Executive Director

ACCEPTED:

GREEN COLD-FORMED STEEL, LLC,
A Texas Limited Liability Company

By: ______________________________
Jessica Almaguer, Managing Member

Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By ______ Deputy Clerk

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on October 21, 2011, by Nelda Ramirez, Interim Executive Director of Edinburg Economic Development Corporation, a non-profit Texas Development Corporation, on behalf of said corporation.

YOLANDA D. GARCIA
Notary Public, State of Texas
My Commission Expires
March 31, 2013

Yolanda D. Garcia
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on October 21, 2011, by Jessica Almaguer, Managing Member of GREEN COLD-FORMED STEEL, LLC, a Texas limited liability company.

YOLANDA D. GARCIA
Notary Public, State of Texas
My Commission Expires
March 31, 2013

Yolanda D. Garcia
Notary Public

AFTER RECORDING RETURN TO:
CONTRERAS GUTIERREZ AND ASSOCIATES
10113 N. 10th St., Suite L
McAllen, Texas 78504
File # 03-027/GF#778326

EXHIBIT "A"

This conveyance is made by Grantor and accepted by Grantee under the express conditions that Grantee will (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before one year from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before one year from the date of the Special Warranty Deed. If Grantee constructs a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before one year from the date of the Special Warranty Deed and (ii) creates thirty (30) permanent full-time jobs at the office, showroom on or before one year from the date of the Special Warranty Deed, then Grantee shall have no more liability herein and the conveyance to Grantee is free and clear of any restrictions and Grantor and Grantee shall execute an agreement wherein Grantor expressly acknowledges that Grantee has complied with the terms of the conveyance. However, if Grantee shall have failed to (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before one year from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before one year from the date of the Special Warranty Deed, the Grantor shall have the option (hereinafter the "option") to repurchase the property under the following terms and conditions:

A) The purchase price for the property shall be the amount of $10.00 and other good and valuable consideration.

B) Within thirty (30) days after this option is exercised, Grantee agrees to:

(i) Obtain (at Grantee's sole cost and expense) and furnish to Grantor an Owner's Commitment for Title Insurance (hereinafter the "Title Commitment") issued by a reputable title company of Grantee's choice, which commitment shall set forth the status of the title to the property and any other matters, if any, relating to the property;

(ii) Obtain (at Grantee's sole cost and expense) and furnish to Grantor legible copies (hereinafter the "copies") of all documents of record referred to in the Title Commitment including, but not limited to, reservations, restrictions and easements; and

(iii) If the Title Commitment fails to show good and indefeasible fee simple title to the property to be in Grantee (free and clear of all exceptions and reservations, except the reservations and exceptions contained in the conveyance from Grantor to Grantee), then Grantor shall give Grantee written notice thereof. If Grantor gives such notice to Grantee, Grantee shall in good faith attempt to cure the Objections. If Grantor gives notice of the Objections and Grantee does not cure the Objections, cause the Title Commitment to be amended to give effect to matters that are cured, and give Grantor written notice thereof within 14 calendar days following receipt of the Notice from Grantor, Grantor may unilaterally abrogate any election made under this option and this option shall be deemed terminated, except as provided in paragraph (G) of this option. Should no such election be made by the Grantor as aforesaid, then Grantor's election to purchase shall continue in full force and effect and Grantor, at the Closing (as that term is hereinafter defined), shall accept the title to the property which Grantee is able to convey in accordance with the provisions of this option, but with no change in any of Grantor's obligations under this option and with no reduction in the Purchase Price attributable to the Objections. Irrespective of the generality of the language contained in this paragraph (B), Grantor shall not be required to object (and same shall not be deemed an item accepted by Grantor) to any matters contained in Schedule "C" of the Title Commitment, but such shall be released or otherwise satisfied by Grantee at the Closing; provided, however, that if Grantee fails or refuses to so secure such release or otherwise satisfy any requirement contained in Schedule "C" of the Title Commitment at or before the Closing, that inaction shall be deemed an uncured and unwaived Objection under this option and unless Grantor shall specifically agree at the Closing to accept title to the property subject to such exception, then this option shall be deemed terminated, except as to the remedies provided in paragraph (G) of this option.

C) From and after the date of the conveyance from Grantor to Grantee, and until this option expires under its terms, Grantee agrees not to voluntarily alter title of the property from that existing as of the date of the conveyance from Grantor to Grantee; provided, however, that this prohibition shall not be deemed to include liens and like encumbrances burdening the property (i) if the funds derived from the indebtedness secured thereby are projected or expected to be utilized to negate this option by appropriate development of the property and (ii) if, in fact, such funds derived from the indebtedness secured thereby are substantially utilized for that purpose. If, however, for whatever reason, the contemplated development to such property is not made, this option and the rights of Grantor hereunder shall continue in full force and effect and such lien or like encumbrance shall be administered (and Grantor shall have the same remedies therefore) as other matters contained in Schedule "C" of the Title Commitment.

D) This option shall commence thirteen (13) months after the date of the Special Warranty Deed from Grantor to Grantee and may be exercised any time after such thirteen (13) month period only in the event that Grantee fails to (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the real property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before one year from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before one year from the date of the Special Warranty Deed. Grantor shall exercise this option only by communicating to Grantee in writing its election to purchase the property. As, if and when Grantor shall have made its election to purchase in the time and manner provided in this paragraph (D), "the option is exercised" for the purpose hereof.

E) The Closing (the "Closing") of the purchase herein contemplated shall occur not more than ninety (90) calendar days after this option is exercised.

F) The following shall occur at the Closing, all of which shall be deemed concurrent conditions:

(i) Grantee, at Grantee's sole cost and expense, shall deliver or cause to be delivered to Grantor the following:

(a) A General Warranty Deed (the "Deed") reasonably acceptable to Grantor in form and substance, fully executed and acknowledged by Grantee conveying to Grantor title to the property, subject to the Exceptions and Reservations and those additional encumbrances appearing in the Title Commitment that either are not objected to, or if objected to, are not cured and are subsequently waived pursuant to paragraph (B) hereof;

(b) An Owner's Policy of Title Insurance (the "Owner's Policy"), at Grantee's expense, issued by the Title Company to Grantor in the amount of the Purchase Price for the property insuring that, after the completion of the Closing, Grantor is the owner of good and indefeasible fee simple title to the property, subject to the Exceptions and Reservations and those additional encumbrances appearing on the Commitment that either are not objected to, or if objected to, are not cured and are subsequently waived pursuant to paragraph (B) of this option and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance, provided, however, the printed form survey exception, if requested by Grantor (but at Grantor's sole cost and expense) shall be limited to "shortages in area", and any other discrepancies, conflicts, encroachments and overlapping of improvements shown on the Survey and affecting the property. Unless Grantor shall obtain the acquiescence of the Title Company to delete the "rights of parties in possession" exception of Owner's Policy and shall pay all costs or premiums involved therefore, then the Owner's Policy shall contain an exception for rights of parties in possession, and Grantor agrees at Closing to execute such written affirmation to that effect as may be required by the Title Company; nevertheless, this exception shall not abrogate Grantee's duties and responsibilities at the Closing under subsentence (F) below;

Any and all documents reasonably required by Grantor or the Title Company to consummate the Closing, duly executed, sworn to and/or acknowledged (when the form of the document so provides) by Grantee;

Evidence satisfactory to the Title Company that the person(s) executing the Deed and any other documents with respect to the transaction contemplated by this option has or on behalf of Grantee has full right, power and authority to do so; and

An Affidavit stating Grantee's taxpayer identification number and that Grantor is not a "foreign person" under the meaning of Section 1445, et seq. of the internal Revenue Code;

Possession of the Undeveloped property free of all tenancies or any other rights to possession.

(ii) Grantor, at Grantor's sole cost and expense, shall deliver or cause to be delivered to Grantee the following:

A certified or cashier's check, certified or drawn (as the case may be) on a financial institution reasonably acceptable to Grantee and the Title Company, payable to the order of Grantee (or its designee) in an amount of money equal to the Purchase Price.

(iii) Grantee shall pay for its attorney's fees and Grantor's attorney's fees; Grantee shall pay recording fees to clear title to the property and to record the Deed.

(iv) Ad valorem and similar taxes and assessments relating to the property which are due and payable shall be paid by Grantee; ad valorem and similar taxes and assessments for the year of closing shall be paid by Grantee also.

(v) Grantee shall pay and have released all liens described in this Deed.

(vi) Grantee shall pay for all closing costs of both parties.

G) If Grantee shall fail to comply with the provisions of this option (unless a specific right not to so comply is reserved to Grantee in this option), Grantor, at its discretion, may seek such remedy as may be provided by law. If after the exercise of this option Grantor shall fail to comply with this Option (unless a specific right not to so comply is reserved by Grantor in this option), Grantee (as its sole remedy) shall refuse to recognize the exercise of this option, and all parties are released from further liability.

H) The rights of Grantor contained in this option are in addition to, and not in lieu of any other rights of Grantor under this option and under other agreements between Grantor and Grantee, and Grantor may enforce its rights under this option or under any other agreement or under both.

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2011 02252790

Instrument Number: 2011-2252790
As
Recording

Recorded On: October 27, 2011

Parties:

To

Billable Pages: 10

Number of Pages: 11

Comment: SPEC WD GF#772386

** Examined and Charged as Follows: **

Recording	52.00
Total Recording:	52.00

************ THIS PAGE IS PART OF THE INSTRUMENT ************
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2011-2252790
Receipt Number: 1232812
Recorded Date/Time: October 27, 2011 04:48P

User / Station: T Rivera - Cash Superstation 10

Record and Return To:
CONTRERAS GUTIERREZ & ASSOC. PC
10113 N. 10TH STREET, SUITE L
FILE#03-027/GF#778326
MCALLEN TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Date: 5-3-16
I, Arturo Guajardo Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: Deputy Clerk

EXHIBIT C

EXHIBIT

C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION
SPECIAL WARRANTY DEED

Date: May 22, 2013
(but effective October 21, 2011)

EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
A Texas Non-Profit Development Corporation

Grantor's mailing address (including county):
602 West University Drive
Edinburg, Hidalgo County, Texas 78539

Grantee: GREEN COLD-FORMED STEEL, LLC,
A Texas Limited Liability Company

Grantee's mailing address (including county):

6620 South 33rd Street, Bldg J, Suite 25
McAllen, Hidalgo County, Texas 78503

Consideration: CASH and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any Improvements):

Lot Seven (7), NORTH INDUSTRIAL Park, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof filed on October 6, 2011, and recorded under Clerk's file No. 2247392, Official Records, and Map Records, Hidalgo County, Texas.

RESERVATIONS AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: The Real property is conveyed to Grantee subject to the following but only to the extent the same exist and affect the Real Property, to-wit:

1. All oil, gas, and other minerals in and under and that may be produced from the Real Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it;
2. Reservation of an oil, gas and other minerals, except as to a stated 1/8th of 1/8th non-participating royalty interest, as set forth in instrument dated January 1, 1946, recorded in Volume 576, Page 205, Volume 576, Page 215, and Volume 574, Page

478, and dated February 18, 1957, recorded in Volume 886, Page 159, Deed Records, Hidalgo County, Texas.

3. Oil, Gas and Mineral Lease dated March 15, 1944, recorded in Volume 54, Page 93, dated January 8, 1954, recorded in Volume 154, Page 252, and amended by instrument dated April 4, 1958, recorded in Volume 214, Page 1, Oil and Gas Records, and dated January 13, 1989, recorded in Volume 2883, Page 981, Official Records Hidalgo County, Texas;

4. Standby fees, taxes and assessments by any taxing authority for the year 2011 and subsequent years;

5. Easement for RIGHT-OF-WAY granted to NORTH ALAMO WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 2039, Page 11, Official Records, Hidalgo County, Texas;

6. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 15.;

7. Easements and reservations as may appear upon the recorded map and dedication of said subdivision;

8. Easements, or claims of easements, which are not recorded in the public records;

9. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

This conveyance is made by Seller and accepted by Purchaser under the express condition that Purchaser agrees that any construction or improvements to the real property shall be made according to the rules and regulations of Grantor's Architectural Control Committee and the City of Edinburg's Architectural Guidelines and furthermore this conveyance is made subject to Exhibit "A" attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration and subject to the Reservations and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Real Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Real Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations and the Exceptions to Conveyance and Warranty.

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the Real Property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Real Property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Real Property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the Real Property.

THE REAL PROPERTY IS SOLD AS IS, AND WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF, OR ITS CONDITION, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (A) THE STRUCTURAL CONDITION OF ANY IMPROVEMENTS, MAINTENANCE AND REPAIR OR THE NEED THEREFOR OR THE EXISTENCE OF AND DEFECTS, WHETHER LATENT, PATENT, STRUCTURAL, FUNCTIONAL, COSMETIC OR OTHERWISE; (B) ENVIRONMENTAL MATTERS RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCE, WASTES, HYDROCARBONS, POLYCLORINATED BIPHENYLS, ASBESTOS OR RELATED MATERIALS; (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (D) WHETHER OR NOT AND THE EXTENT TO WHICH THE REAL PROPERTY OR ANY PORTION THEREOF ARE AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD; (E) DRAINAGE; (F) SOIL CONDITIONS; (G) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTIES OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (H) USAGES OF ADJOINING PROPERTY; (I) ACCESS TO THE REAL PROPERTIES OR ANY PORTION THEREOF; AND (J) THE VALUE, COMPLIANCE WITH SPECIFICATIONS, SIZE, LOCATION, AGE, USE, MERCHANTABILITY, DESIGN, QUALITY, DESCRIPTION, DURABILITY, OPERATION OR CONDITION OF THE REAL PROPERTY OR ANY PORTION THEREOF, OR SUITABILITY OF THE REAL PROPERTY OR ANY PORION THEREOF FOR

GRANTEE'S PURPOSES, OR FITNESS FOR ANY USE OF PURPOSE WHATSOEVER. GRANTEE AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF GRANTOR AND THAT GRANTEE HAS SATISFIED OR WILL SATISFY ITSELF AS TO ALL THE FOREGOING MATTERS. GRANTOR FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR PURPOSE IN RESPECT OF THE REAL PROPERTY. GRANTEE AFFIRMS THAT GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH SUCH REAL PROPERTY FOR ANY PARTICULAR PURPOSE AND THAT GRANTOR MAKES NO WARRANTY THAT SUCH REAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE.

*THIS SECOND CORRECTION SPECIAL WARRANTY DEED IS BEING FILED AS A CORRECTION OF A CORRECTION SPECIAL WARRANTY DEED WHICH CORRECTED A SPECIAL WARRANTY DEED (**"ORIGINAL DEED"**) DATED OCTOBER 21, 2011, RECORDED ON OCTOBER 27, 2011 UNDER DOCUMENT NO. 2011-2252790, OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS EXECUTED AND FILED. THE "ORIGINAL DEED" INCORRECTLY STATED THE LENGTH OF TIME TO COMPLETE THE PROJECT IN EXHIBIT "A". A CORRECTION SPECIAL WARRANTY DEED DATED DECEMBER 31, 2012, RECORDED ON JANUARY 3, 2013 UNDER DOCUMENT NO. 2013-2370999, OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS EXECUTED AND FILED ALSO INCORRECTLY STATED THE LENGTH OF TIME TO COMPLETE THE PROJECT IN EXHIBIT "A".*
IN ALL OTHER RESPECTS, THIS CORRECTION SPECIAL WARRANTY DEED IS THE SAME AS THE ORIGINAL SPECIAL WARRANTY DEED.

When the context requires, singular nouns and pronouns include the plural.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
A non-profit Texas Development Corporation

BY: ______________________________
Nelda Ramirez, Executive Director

ACCEPTED:

GREEN COLD-FORMED STEEL, LLC,
A Texas Limited Liability Company

By: Jessica Almaguer
Jessica Almaguer, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on May 22, 2013, by Nelda Ramirez, Executive Director of Edinburg Economic Development Corporation, a non-profit Texas Development Corporation, on behalf of said corporation.

DALILA RAZO
Notary Public, State of Texas
My Commission Expires
August 12, 2014

Dalila Razo
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on May 22, 2013, by Jessica Almaguer, Managing Member of GREEN COLD-FORMED STEEL, LLC, a Texas limited liability company.

DALILA RAZO
Notary Public, State of Texas
My Commission Expires
August 12, 2014

Dalila Razo
Notary Public

AFTER RECORDING RETURN TO:
CONTRERAS GUTIERREZ AND ASSOCIATES
10113 N. 10th St., Suite L
McAllen, Texas 78504
File # 03-027/GF#778326

EXHIBIT "A"

This conveyance is made by Grantor and accepted by Grantee under the express conditions that Grantee will (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before twenty-four (24) months from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before twenty-four (24) months from the date of the Special Warranty Deed. If Grantee constructs a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before twenty-four (24) months year from the date of the Special Warranty Deed and (ii) creates thirty (30) permanent full-time jobs at the office, showroom on or before twenty-four (24) months from the date of the Special Warranty Deed, then Grantee shall have no more liability herein and the conveyance to Grantee is free and clear of any restrictions and Grantor and Grantee shall execute an agreement wherein Grantor expressly acknowledges that Grantee has complied with the terms of the conveyance. However, if Grantee shall have failed to (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before twenty-four (24) months year from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before twenty-four (24) months from the date of the Special Warranty Deed, the Grantor shall have the option (hereinafter the "option") to repurchase the property under the following terms and conditions:

A) The purchase price for the property shall be the amount of $10.00 and other good and valuable consideration.

B) Within thirty (30) days after this option is exercised, Grantee agrees to:

(i) Obtain (at Grantee's sole cost and expense) and furnish to Grantor an Owner's Commitment for Title Insurance (hereinafter the "Title Commitment") issued by a reputable title company of Grantee's choice, which commitment shall set forth the status of the title to the property and any other matters, if any, relating to the property;

(ii) Obtain (at Grantee's sole cost and expense) and furnish to Grantor legible copies (hereinafter the "copies") of all documents of record referred to in the Title Commitment including, but not limited to, reservations, restrictions and easements; and

(iii) If the Title Commitment fails to show good and indefeasible fee simple title to the property to be in Grantee (free and clear of all exceptions and reservations, except the reservations and exceptions contained in the conveyance from Grantor to Grantee), then Grantor shall give Grantee written notice thereof. If Grantor gives such notice to Grantee, Grantee shall in good faith attempt to cure the Objections. If Grantor gives notice of the Objections and Grantee does not cure the Objections, cause the Title Commitment to be amended to give effect to matters that are cured, and give Grantor written notice thereof within fourteen (14) calendar days following receipt of the Notice from Grantor, Grantor may unilaterally abrogate any election made under this option and this option shall be deemed terminated, except as provided in paragraph (G) of this option. Should no such election be made by the Grantor as aforesaid, then Grantor's election to purchase shall continue in full force and effect and Grantor, at the Closing (as that term is hereinafter defined), shall accept the title to the property which Grantee is able to convey in accordance with the provisions of this option, but with no change in any of Grantor's obligations under this option and with no reduction in the Purchase Price attributable to the Objections. Irrespective of the generality of the language contained in this paragraph (B), Grantor shall not be required to object (and same shall not be deemed an item accepted by Grantor) to any matters contained in Schedule "C" of the Title Commitment, but such shall be released or otherwise satisfied by Grantee at the Closing; provided, however, that if Grantee fails or refuses to so secure such release or otherwise satisfy any requirement contained in Schedule "C" of the Title Commitment at or before the Closing, that inaction shall be deemed an uncured and unwaived Objection under this option and unless Grantor shall specifically agree at the Closing to accept title to the property subject to such exception, then this option shall be deemed terminated, except as to the remedies provided in paragraph (G) of this option.

C) From and after the date of the conveyance from Grantor to Grantee, and until this option expires under its terms, Grantee agrees not to voluntarily alter title of the property from that existing as of the date of the conveyance from Grantor to Grantee; provided, however, that this prohibition shall not be deemed to include liens and like encumbrances burdening the property (i) if the funds derived from the indebtedness secured thereby are projected or expected to be utilized to negate this option by appropriate development of the property and (ii) if, in fact, such funds derived from the indebtedness secured thereby are substantially utilized for that purpose. If, however, for whatever reason, the contemplated development to such property is not made, this option and the rights of Grantor hereunder shall continue in full force and effect and such lien or like encumbrance shall be administered (and Grantor shall have the same remedies therefore) as other matters contained in Schedule "C" of the Title Commitment.

D) This option shall commence twenty-five (25) months after the date of the Special Warranty Deed from Grantor to Grantee and may be exercised any time after such twenty-five (25) month period only in the event that Grantee fails to (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the real property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before twenty-four (24) months from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before twenty-four (24) months from the date of the Special Warranty Deed. Grantor shall exercise this option only by communicating to Grantee in writing its election to purchase the property. As, if and when Grantor shall have made its election to purchase in the time and manner provided in this paragraph (D), "the option is exercised" for the purpose hereof.

E) The Closing (the "Closing") of the purchase herein contemplated shall occur not more than ninety (90) calendar days after this option is exercised.

F) The following shall occur at the Closing, all of which shall be deemed concurrent conditions:

(i) Grantee, at Grantee's sole cost and expense, shall deliver or cause to be delivered to Grantor the following:

(a) A General Warranty Deed (the "Deed") reasonably acceptable to Grantor in form and substance; fully executed and acknowledged by Grantee conveying to Grantor title to the property, subject to the Exceptions and Reservations and those additional encumbrances appearing in the Title Commitment that either are not objected to, or if objected to, are not cured and are subsequently waived pursuant to paragraph (B) hereof;

(b) An Owner's Policy of Title Insurance (the "Owner's Policy"), at Grantee's expense, issued by the Title Company to Grantor in the amount of the Purchase Price for the property insuring that, after the completion of the Closing, Grantor is the owner of good and indefeasible fee simple title to the property, subject to the Exceptions and Reservations and those additional encumbrances appearing on the Commitment that either are not objected to, or if objected to, are not cured and are subsequently waived pursuant to paragraph (B) of this option and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance, provided, however, the printed form survey exception, if requested by Grantor (but at Grantor's sole cost and expense) shall be limited to "shortages in area", and any other discrepancies, conflicts, encroachments and overlapping of improvements shown on the Survey and affecting the property. Unless Grantor shall obtain the acquiescence of the Title Company to delete the "rights of parties in possession" exception of Owner's Policy and shall pay all costs or premiums involved therefore, then the Owner's Policy shall contain an exception for rights of parties in possession, and Grantor agrees at Closing to execute such written affirmation to that effect as may be required by the Title Company; nevertheless, this exception shall not abrogate Grantee's duties and responsibilities at the Closing under subsentence (F) below;

Any and all documents reasonably required by Grantor or the Title Company to consummate the Closing, duly executed, sworn to and/or acknowledged (when the form of the document so provides) by Grantee;

Evidence satisfactory to the Title Company that the person(s) executing the Deed and any other documents with respect to the transaction contemplated by this option has or on behalf of Grantee has full right, power and authority to do so; and

An Affidavit stating Grantee's taxpayer identification number and that Grantor is not a "foreign person" under the meaning of Section 1445, et seq. of the internal Revenue Code;

Possession of the Undeveloped property free of all tenancies or any other rights to possession.

(ii) Grantor, at Grantor's sole cost and expense, shall deliver or cause to be delivered to Grantee the following:

A certified or cashier's check, certified or drawn (as the case may be) on a financial institution reasonably acceptable to Grantee and the Title Company, payable to the order of Grantee (or its designee) in an amount of money equal to the Purchase Price.

(iii) Grantee shall pay for its attorney's fees and Grantor's attorney's fees; Grantee shall pay recording fees to clear title to the property and to record the Deed.

(iv) Ad valorem and similar taxes and assessments relating to the property which are due and payable shall be paid by Grantee; ad valorem and similar taxes and assessments for the year of closing shall be paid by Grantee also.

(v) Grantee shall pay and have released all liens described in this Deed.

(vi) Grantee shall pay for all closing costs of both parties.

G) If Grantee shall fail to comply with the provisions of this option (unless a specific right not to so comply is reserved to Grantee in this option), Grantor, at its discretion, may seek such remedy as may be provided by law. If after the exercise of this option Grantor shall fail to comply with this Option (unless a specific right not to so comply is reserved by Grantor in this option), Grantee (as its sole remedy) shall refuse to recognize the exercise of this option, and all parties are released from further liability.

H) The rights of Grantor contained in this option are in addition to, and not in lieu of any other rights of Grantor under this option and under other agreements between Grantor and Grantee, and Grantor may enforce its rights under this option or under any other agreement or under both.

EXHIBIT D

Accepted by: Alma Navarro

Electronically Submitted
5/4/2015 5:34:57 PM
Hidalgo County Clerks Office

CAUSE NO.: CL-15-1397-D

GREEN COLD FORMED STEEL	§	**IN THE COUNTY COURT**
Plaintiff,	§	
	§	
VS.	§	**AT LAW NO. _________**
	§	
T. D. DEVELOPMENT, L.C., and	§	
ROBERT GEISSLER	§	
Defendants.	§	**HIDALGO COUNTY, TEXAS**

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, **GREEN COLD FORM STEEL**, hereafter referred to as **Plaintiff**, and files this Original Petition and Request for Disclosure against **T. D. DEVELOPMENT, L.C. AND ROBERT GEISSLER** hereafter referred to as **Defendants**, and for cause action would show the following unto the Court:

I.
PARTIES

1. Plaintiff is a corporation organized and operating under the laws of the State of Texas.

2. Defendant T. D. Development, L.C. is a corporation organized and operating under the laws of the State of Texas, who may be served by serving Pat Espericueta.

3. Defendant, Robert Geissler, is a resident of the State of Texas who may be served with citation at 323 Nolana, McAllen, Texas. He is being sued only in his capacity as Trustee. Plaintiff requests that citation be issued and that Defendants be served.

II.
JURISDICTION

4. This Court possesses jurisdiction because the amount in controversy lies within the jurisdictional limits of this Court.

Accepted by: Alma Navarro

Electronically Submitted
5/4/2015 5:34:57 PM
Hidalgo County Clerks Office

5. Hidalgo County is a county of proper venue because Plaintiff's cause of action or a part thereof accrued in Hidalgo County, and because one or more Defendants are residents of Hidalgo County.

III.
FACTS

6. Plaintiff signed and executed a Real Estate Lien Note (the "Note") dated November 1, 2012 in the original amount of Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00). Such loan was guaranteed by a deed of trust on the following property:

Lot 7, North Industrial Park, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded under Clerk's File No. 2247392, Map Records of Hidalgo County, Texas

7. This loan expired by its own terms, and the parties subsequently modified the terms.

8. Plaintiff complied by the modified terms, but Defendant failed to properly give credit to payments made.

9. Subsequently, Defendants sought to foreclose on the property. However, they failed to provide notice of the foreclosure.

IV.
CAUSES OF ACTION

10. The above and foregoing constitutes breach of contract. Plaintiff and Defendant T.D. Development had modified their agreement. While Plaintiff complied with the terms of such agreement, said Defendant did not. As a result, Plaintiff has been damaged in law, by failing to disclose information. As a result, Plaintiffs have been damaged.

V.
DAMAGES AND OTHER RELIEF

11. As a result of such conduct, Plaintiff has suffered damages. Such damages are alleged to be in an amount between $50,000.00 and $100,000.00.

12. Plaintiff is entitled to reasonable attorney's fees.

Accepted by: Alma Navarro

Electronically Submitted
5/4/2015 5:34:57 PM
Hidalgo County Clerks Office

13. Plaintiff is entitled to pre-judgment and post-judgment interest at the maximum rate as provided by law.

14. Plaintiff is entitled to all costs of court.

15. As previously noted Defendant has posted the property in question for foreclosure, to be foreclosed on May 5, 2015. Plaintiff request that this Court issue, without notice, a temporary restraining order, barring foreclosure. After notice and a hearing, Plaintiff requests that a temporary injunction be issued, during the pendency of this matter. The property in question is essential for Plaintiff's operations, and the damages resulting from such foreclosure cannot be readily calculated.

VI.
AFFIRMATIVE PLEAS

16. This is a Level One case.

17. All conditions precedent have been satisfied and/or excused.

VII.
PRAYER

WHEREFORE, PREMISES CONSIDERED, GREEN COLD FORM STEEL, Plaintiff in the above styled and numbered cause, respectfully prays that Defendant be cited and appear herein, that this Court enter a temporary restraining order without notice, that after notice and a hearing, that Plaintiff be granted a temporary injunction barring foreclosure, that Plaintiff recover its actual damages, pre-judgment and post judgment interest at the maximum rate as provided by law, all costs of court, and for all other and further relief, either at law or in equity, to which Plaintiff shows himself justly entitled.

Respectfully Submitted,

HERNANDEZ LAW FIRM, P.C.
4841 S. Jackson Road
Edinburg, Texas 78539
Telephone: (956) 369-4480
Facsimile: (979) 822-6001

/s/ Daniel M.L. Hernandez
Daniel M.L. Hernandez
efiling@hdzfirm.com
State Bar No. 09515690
Daniel R. Hernandez
State Bar No. 24034479
ATTORNEYS FOR PLAINTIFF

LAW OFFICES OF KEITH LIVESAY
Keith Livesay
517 W Nolana Ave
McAllen, TX 78504
Telephone: (956) 928-0149
State Bar No. 12437100
OF COUNSEL FOR PLAINTIFF

Accepted by: Alma Navarro

Electronically Submitted
5/4/2015 5:34:57 PM
Hidalgo County Clerks Office

CL-15-1397-D

VERIFICATION

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, personally appeared JOSE EDUARDO ALMAGUER, who stated, upon oath, that the statements made in the foregoing instrument are within his personal knowledge and are true and correct.

JOSE EDUARDO ALMAGUER

SUBSCRIBED AND SWORN TO BEFORE ME on 4th day of May, 2015.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 6·14·16

AUDRA SANCHEZ
Notary Public, State of Texas
My Commission Expires
June 14, 2016

EXHIBIT E

Cause No. C-2546-17-F

Green Cold Formed Steel,	§	In the District Courts of
	§	
Plaintiff,	§	
	§	
vs.	§	Hidalgo County, Texas
	§	
Robert Geissler and	§	
T.D. Development, L.C.,	§	
	§	
Defendants.	§	332nd Judicial District

Order Granting Motion for Summary Judgment Filed by Intervenor Edinburg Economic Development Corporation and Denying First Amended Motion for Summary Judgment Filed by Defendant T.D. Development, L.C.

Came to be heard the Motion for Summary Judgment filed by Edinburg Economic Development Corporation, Intervenor herein and the First Amended Motion for Summary Judgment filed by T. D. Development, L.C., Defendant herein.

Having considered the Motions, the Responses thereto, the authorities cited therein, the evidence offered and arguments of counsel, the Court is of the opinion that the Motion for Summary Judgment filed by Edinburg Economic Development Corporation should be GRANTED, and that the First Amended Motion for Summary Judgment filed by T. D. Development, L.C. should be DENIED. The Court reaches this conclusion because it finds the claim to the property at issue in this suit by the Edinburg Economic Development Corporation is superior to the lien and reimbursement claims brought by T. D. Development, L.C., because of the terms of the deeds from the Edinburg Economic Development Corporation to Green Cold Formed Steel, and because the loan on which the lien claim is based, and which is secured by the Deed of Trust listed below was not used to develop the subject property in any way.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the First Amended Motion for Summary Judgment filed by T. D. Development, L.C. is, in all respects, DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment filed by the Edinburg Economic Development Corporation is, in all respects GRANTED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Deed of Trust granted to T. D. Development, L.C. by Green Cold Formed Steel, dated November 6, 2012 and filed of record in the Official Records of Hidalgo County, Texas as Document Number 2012-2356989 is hereby CANCELLED and RELEASED, and is no longer subject to being enforced against the property described therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the right, title and interest of the Edinburg Economic Development Corporation in and to the real property described in the Deed of Trust granted to T. D. Development, L.C. by Green Cold Formed Steel, dated November 6, 2012 and filed of record in the Official Records of Hidalgo County, Texas as Document Number 2012-2356989 to be superior to the right, title and interest of T.D. Development, L.C. to the same property.

Electronically Filed
3/6/2018 9:42 AM
Hidalgo County District Clerks
Reviewed By: Irene Caceres

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that T. D. Development, L.C. take nothing on its claims for unjust enrichment brought against the Edinburg Economic Development Corporation.

Because this summary judgment does not address the claims of the Edinburg Economic Development Corporation brought against Green Cold Formed Steel, or the Edinburg Economic Development Corporation's right to recover its attorney's fees from T. D. Development, L.C. under the Declaratory Judgment Act, this summary judgment is not intended to be a final judgment as to those other claims asserted in this cause.

Signed on this, the 21ST day of March, 2018.

Judge Presiding

Approved as to Form:

Law Office of Aaron I. Vela, P.C.
200 East Cano
Edinburg, Texas 78539
Telephone: (956) 381-4440
Facsimile: (956) 381-4445
aaron@velalaw.com

Aaron I. Vela
State Bar No. 00797598

Attorney for the Edinburg Economic Development Corporation

EXHIBIT F

Electronically Filed
11/6/2019 3:34 PM
Hidalgo County District Clerks
Reviewed By: Noemi Lamas

CAUSE NO. C-2546-17-F

GREEN COLD FORMED STEEL *Plaintiff* and EDINBURG ECONOMIC DEVELOPMENT CORPORATION *Intervenor* vs. ROBERT GEISSLER AND T.D. DEVELOPMENT, L.C. *Defendants*	§ § § § § § § § § § § § § §	IN THE DISTRICT COURT 332ND JUDICIAL DISTRICT HIDALGO COUNTY, TEXAS

JUDGMENT

1. The hearing on this cause was held on February 19, 2019. Intervenor, Edinburg Economic Development Corporation, appeared and announced ready for trial. Plaintiff, Green Cold Formed Steel, although duly cited to appear by filing an answer herein, and having proper notice of trial failed to appear for trial.

2. The Court has heard proof of the allegations of the petition and has required Intervenor to be examined, on oath, respecting ownership and possession of the real property described in the petition and as evidenced by the duly admitted trial exhibits; and the Court being satisfied that the allegations of the petition are true and that the relief asked for should be granted.

THEREFORE, THE COURT CONCLUDES that:

3. Intervenor, Edinburg Economic Development Corporation, owns in fee simple and is entitled to the quiet and peaceful possession of all the real property described in Intervenor's petition and all improvements on it as against Plaintiff, Green Cold Formed Steel, and all persons claiming under Plaintiff.

4. Plaintiff and all persons claiming under Plaintiff have no estate, right, title, lien, or interest in or to the property or any part of the property.

5. Plaintiff, Green Cold Formed Steel, and all persons claiming under Plaintiff are permanently enjoined from asserting any estate, right, title, lien, or interest in or to the real property or any part of the property; and

6. Intervenor, Edinburg Economic Development Corporation, is entitled to judgment quieting title to the property in favor of Intervenor against Plaintiff and all persons claiming under Plaintiff.

7. Intervenor, Edinburg Economic Development Corporation is awarded the title to and possession of the following described real property and premise free and clear of all liens, claims, encumbrances and other clouds of title:

> Lot 7, North Industrial Park, an addition to the City of Edinburg, Hidalgo County Texas, as per map or plat thereof filed on October 6, 2011, and recorded under Clerk's File No. 2247392, Official Records and Map Records, Hidalgo County, Texas.

8. Intervenor is entitled to recover the costs of this action from the Plaintiff

IT IS ORDERED that this order shall serve as a muniment of title to transfer ownership of the above property to Intervenor, Edinburg Economic Development Corporation.

IT IS FURTHER ORDERED that Intervenor, Edinburg Ecoomic Development Corporation may have writ of possession and that all costs incurred in this cause, for which Intervenor may have execution, be taxed against Plaintiff.

IT IS ORDERED that any party in favor of whom judgment is awarded is entitled to enforce this judgment through abstract, execution and any other process necessary.

This judgment finally disposes of all parties and all claims and is appealable.

SIGNED on DECEMBER 20TH, 2019.

JUDGE PRESIDING

APPROVED AS TO FORM:

Aaron I. Vela
State Bar No. 00797598
200 East Cano
Edinburg, Texas 78539
Telephone: (956) 381-4440
Facsimile: (956) 381-4445
Email: aaron@velalaw.com
Attorney for Intervenor

EXHIBIT G

CAUSE NO.: CL-15-1397-D

GREEN COLD FORMED STEEL	§	**IN THE COUNTY COURT**
Plaintiff,	§	
	§	
vs.	§	**AT LAW NO. 4**
	§	
T. D. DEVELOPMENT, L.C., and	§	
ROBERT GEISSLER	§	
Defendants.	§	**HIDALGO COUNTY, TEXAS**

MOTION FOR WITHDRAWAL OF COUNSEL

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Movants, Hernandez Law Firm, P.C., Daniel M.L. Hernandez, Daniel R. Hernandez and Keith C. Livesay, Attorneys for Plaintiff, GREEN COLD FORMED STEEL, and brings this their Motion for Withdrawal of Counsel, and in support thereof, show the Court the following:

I.

Good cause exists for withdrawal of Movants as counsel, in that there is a lack of communication between counsel and client, which significantly impairs the attorney-client relationship. Plaintiff GREEN COLD FORMED STEEL has failed to cooperate with counsel's office in being unresponsive to numerous correspondence from Movants.

II.

Plaintiff's Responses to Intervenor Edinburg Economic Development Corporation's First Request for Production and Plaintiff's Responses to Intervenor Edinburg Economic Development Corporation's Request for Admissions are due on August 21, 2015.

III.

This Motion is not sought for the purposes of delay.

IV.

A copy of this motion bearing the enclosed notice has been delivered to GREEN COLD FORMED STEEL, who is hereby notified in writing of their right to object to this motion. The last known mailing address of GREEN COLD FORMED STEEL is 108 N. Jackson Road, Ste. 35, Edinburg, Texas 78541.

WHEREFORE, PREMISES CONSIDERED, Movant prays that the Court enters an order discharging Movants as attorneys of record for Plaintiff, GREEN COLD FORMED STEEL, and for such other and further relief that may be awarded at law or in equity.

Respectfully Submitted,

HERNANDEZ LAW FIRM, P.C.
4841 S. Jackson Rd
Edinburg, Texas 78539
Tel: (956) 369-4480
Fax: (979) 822-6001

Daniel M.L. Hernandez
efiling@hdzfirm.com
State Bar No.: 24034479
Daniel R. Hernandez
State Bar No. 09515690
ATTORNEYS FOR PLAINTIFF

CO-COUNSEL:

Keith C. Livesay
LIVESAY LAW OFFICE
Brazos Suites No. 9
517 W. Nolana
McAllen, Texas 78504
Tel: (956) 928-0149
BeeneandRiceLaw@gmx.com
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document entitled ***Motion for Withdrawal of Counsel*** has been forwarded to the following persons via mail, certified mail, facsimile, and/or hand delivery 12th day of August, 2015:

Green Cold Formed Steel
108 N. Jackson Road, Ste. 35
Edinburg, Texas 78541
PLAINTIFF

VIA CMRRR: 7013 0600 0002 1155 3576

Mark W. Walker
Walker & Twenhafel, LLP
P.O. Box 3766
McAllen, Texas 78502
ATTORNEY FOR DEFENDANT
ROBERT GEISSLER

VIA FACSIMILE: 956.686.1276

Rex N. Leach
Atlas, Hall & Rodriguez, LLP
818 West Pecan
McAllen, Texas 78501
ATTORNEY FOR DEFENDANT
T.D. DEVELOPMENT, LC

VIA FACSIMILE: 956.686.6109

David L. Flores
Flores & Torres, LLP
118 E. Cano Street
Edinburg, Texas 78539
ATTORNEY FOR INTERVENOR
EDINBURG DEVELOPMENT CORPORATION

VIA FACSIMILE: 956.287.9190

____
Daniel M.L. Hernandez

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461

www.hidalgoad.org

FULL EXEMPT PRORATION NOTICE

July 28, 2020

COUNTY OF HIDALGO
PABLO "PAUL" VILLARREAL, Jr.
PO BOX 178
EDINBURG, TEXAS 78540

REF: N5140-00-000-0007-00 / 816710
NORTH INDUSTRIAL PARK LOT 7
CAD, CEB, DR1, GHD, JCC, R15, SEB, SST, W15

Dear Tax Assessor/Collector:

The above reference property has been granted a full exemption for 2021 appraisal year. Since the property does not qualify for the exemption for the entire year of 2019-2020, the property requires a proration as per Section 26.11 of the Texas Property Tax Code. The proration should be calculated as per deed document#C2546-17-F executed on 12-20-2019 and recorded on 12-20-2019.

The Hidalgo County Appraisal District records will be listed as:

EDINBURG ECONOMIC DEV CORP

PO BOX 4510
EDINBURG TX 78540-4510

Our records reflect the previous property owner was:

GREEN COLD- FORMED STEEL LLC

6620 S 33RD ST
BLDG J
MCALLEN,TX 78503-8973

The notification of this letter is to facilitate the proration process by your office.

Preparer
Martha Palacios
Property Records Department