DEVELOPMENT CORPORATION OF HARLINGEN, INC.
BOARD OF DIRECTORS' REGULAR MEETING
August 25, 2026

Notice is hereby given that the above Board of Directors will hold a Regular Meeting on Tuesday, August 25, 2026, at 5:30 p.m., at **Texas State Technical College, 2424 Boxwood Street, Room 133, Harlingen, Texas 78550.**

The Development Corporation of Harlingen, Inc., hereinafter "HEDC," reserves the right to meet in Executive Session on any agenda item should the need arise, and if applicable, pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code. HEDC meetings are available to all persons regardless of disability. If you require special assistance, please contact the **HEDC office at (956) 216-5081 or e-mail us at info@harlingenedc.com at least 72 hours in advance of the meeting**. This is not a Meeting of the Harlingen Elective Commission; however, a quorum of the City Commission may be present.

AGENDA ITEMS

Call Meeting to Order

Roll Call

Pledge of Allegiance

Conflict of Interest

Under State law, a conflict of interest exists if a board member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose at this time? (Board Attorney)

Public Comments

1) Consent Agenda.

The following items are of a routine or administrative nature. The Board has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one vote, without being discussed separately, unless separate discussion of any item is requested by a Board Member. Items withdrawn from the Consent Agenda for individual consideration will be heard in their normal sequence after the remainder of the Consent Agenda has been acted upon.

a) Consider approval of July 28, 2026 regular meeting minutes and August 12, 2026 special meeting minutes.
b) Consider approval of July 31, 2026 financials reports

2) Consideration and possible action to approve a land lease between HEDC and Ricardo Guerrero for one year. (Orlando Campos)

3) Presentation and consideration of a funding request from The TSTC Foundation for direct to student scholarship and funding programs for FY 2026. (Orlando Campos)

4) Presentation and consideration of funding request by Valley Initiative for Development and Advancement (VIDA) for FY 2027. (Orlando Campos)

5) Consider funding approval for the Revitalize Harlingen grant to Rebecca Rodriguez, Bequita's Blooms & Botanicals. (Maria Escobar)

6) Present, discuss and adopt budget amendments for the 2025-2026 fiscal year. (Orlando Campos)

7) Present, discuss and adopt proposed 2026-2027 fiscal year budget. (Orlando Campos)

8) Discussion on special board meeting times.

9) Staff Reports

   a) Marketing Coordinator's Report (Brandie Martinez)
   b) Small Business and Startup Specialist (Maria Escobar)
   c) Business Retention and Expansion Manager's Report (Jane Lozano)
   d) COO's Report (Beverly Loftus)
   e) CEO's Report (Orlando Campos)

10) A) Executive Session pursuant to Government Code Section 551.071 – attorney consultation and contemplated litigation; Section 551.072 – deliberation regarding real estate; and Section 551.087 - economic development relating to the following projects:

   a) Project Merge (Manufacturing)
   b) Project Candle (Entertainment)
   c) Project PEA II (Real Estate)
   d) Project Its Thyme (Retail)
   e) Project Organic (Mixed Use Development)
   f) Project Tyler (Office)

   B) Executive Session pursuant to Chapter 551, Subchapter D., V.T.C.A. Government Code (Section 551.074), personnel, involving the appointment, employment, evaluation, reassignment, and/or duties of the position of CEO, COO, BRE Manager, Small Business Start-Up Manager, Marketing Coordinator, ED Coordinator, Office Manager.

11) Consider possible action on any agenda item listed above in executive session, if necessary.

12) Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Directors of the above named Corporation is a true and correct copy of said notice posted on the bulletin board at City Hall of said City of Harlingen, Texas in a place convenient and readily accessible to the general public at all times and on the Corporation's Internet Website and said Notice was posted Wednesday, August 19, 2026 and remained so posted for at least three business days preceding the time of said meeting.

Orlando Campos, Chief Executive Officer

Development Corporation of Harlingen, Inc.
Regular Meeting
July 28, 2026

On July 28, 2026, at 5:32 p.m., the Development Corporation of Harlingen, Inc. Board of Directors held a meeting in accordance with the Texas Open Meetings Act. The following board members were present.

Present
Saarang Jay Rama
Dr. Linda T. Burke
Lizzy de la Garza Putegnat
Javier Segura
Javier De Leon
Tre Peacock
Marcus Cruz

City
Mayor Norma Sepulveda
Commissioner Daniel N. Lopez
Commissioner Rene Perez
Commissioner Frank Morales
Finance Director Robert Rodriguez

Staff
Orlando Campos, Beverly Loftus, Brandie Martinez, Maria Escobar, Jane Lozano, MaryAnn Villarreal, William Brown, and Alan Ozuna, which he was present via speaker phone.

Call to Order
President Saarang Jay Rama called the meeting to order at 5:32 p.m., a quorum was established, and the following proceedings were held.

Roll Call
President Saarang Jay Rama announced that Lizzy de la Garza Putegnat, Javier Segura, Javier De Leon, Tre Peacock and Marcus Cruz were present. Dr. Burke attended the meeting at 5:35 p.m.

Pledge of Allegiance
President Saarang Jay Rama led everyone present in the Pledge of Allegiance.

Conflict of Interest
Under State law, a conflict of interest exists if a board member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose, at this time? (Board Attorney)

Alan Ozuna read the conflict of interest and asked the HEDC Board Members if they had a conflict on any item on the agenda. None declared.

Public Comments
None

1) Consent Agenda.

The following items are of a routine or administrative nature. The Board has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one vote, without being discussed separately, unless separate discussion of any item is requested by a Board Member. Items withdrawn from the Consent Agenda for individual consideration will be heard in their normal sequence after the remainder of the Consent Agenda has been acted upon.

a) Consider approval of June 30, 2026, regular meeting minutes
b) Consider approval of June 30, 2026, financials reports

Motion was made by Mr. Tre Peacock and seconded by Mr. Javier Segura to approve the consent agenda. Motion carried unanimously.

2) Consideration and possible action to authorize the Harlingen Economic Development Corporation (HEDC) to provide $35,000 in funding to the City of Harlingen for expenses related to the 2026 All-America City Award Conference. (Orlando Campos)

Motion was made by Mr. Javier Segura and seconded by Mr. Marcus Cruz to approve the $35,000 funding to the City of Harlingen for expenses related to the 2026 All-American City Award Conference. Motion carried 7-1. Mr. Tre Peacock voted nay.

3) Review and discuss Rise Up Harlingen Pitch competition selected participants. (Orlando Campos)

Mr. Orlando Campos updated the board and provided the list of the selected participants from over 40 candidates that applied. No action was taken.

4) Consider funding approval for the Revitalize Harlingen grant to Jose H. Ruiz, BlueLeaf Title and Carolina Graces, Limitless Studio. (Maria Escobar)

Motion was made by Mr. Marcus Cruz and seconded by Mr. Javier De Leon to approve the Revitalize Harlingen grant to Jose H. Ruiz, BlueLeaf Title and Carolina Graces, Limitless Studio. Motion carried unanimously.

5) Consider funding approval for the Boost Harlingen grant to Maria Gricelda Nunez, Gracie's Goodies. (Maria Escobar)

Motion was made by Mr. Marcus Cruz and seconded by Mr. Javier Segura to approve the Boost Harlingen grant to Maria Gricelda Nunez, Gracie's Goodies. Motion carried unanimously.

6) Staff Reports

a) Marketing Coordinator's Report (Brandie Martinez)
b) Small Business and Startup Manager's Report (Maria Escobar)
c) Business Retention and Expansion Manager's Report (Jane Lozano)
d) COO's Report (Beverly Loftus)
e) CEO's Report (Orlando Campos)

The staff included the reports in the packet. No action was taken.

7) A) Executive Session pursuant to Government Code Section 551.071 – attorney consultation and contemplated litigation; Section 551.072 – deliberation regarding real estate; and Section 551.087 - economic development relating to the following projects:

   a) Project Blade (Retail)
   b) Project Its Thyme (Retail)
   c) Project Addition (Manufacturing)
   d) Project Candle (Entertainment)
   e) Project Organic (Mixed Use Development)
   f) Project Tyler (Office)
   g) Project Cap (Office)
   h) Project Tax (Office)
   i) Project Brazil (Manufacturing)
   j) Project Saddle (Manufacturing)
   k) Project Spool (Manufacturing)
   l) Project Truck (Logistics)
   m) Harlingen Industrial Park
   n) Project Polarity (Infrastructure)

   B) Executive Session pursuant to Chapter 551, Subchapter D., V.T.C.A. Government Code (Section 551.074), personnel, involving the appointment, employment, evaluation, reassignment, and/or duties of the position of CEO.

   At 5:56 p.m., motion was made by Mrs. Lizzy de la Garza Putegnat and seconded by Dr. Linda T. Burke to enter executive session. Motion carried unanimously.

   At 9:06 p.m., President Saarang Jay Rama announced the board had completed its executive session and declared the meeting open to the public.

8) Consideration and possible action on any agenda item listed above in executive session, if necessary.

Motion was made by Mr. Tre Peacock and seconded by Dr. Linda T. Burke to approve Project a), b), c) and d) as discussed in executive session. Motion carried unanimously.

9) Adjourn.

At 9:06 p.m., motion was made by Mr. Marcus Cruz and seconded by Mr. Javier Segura to adjourn. Motion carried unanimously.

Development Corporation of Harlingen, Inc.

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Saarang Jay Rama, President

ATTEST:

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Orlando Campos, CEO

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Development Corporation of Harlingen, Inc.
Special Meeting
August 12, 2026

On August 12, 2026, at 5:30 p.m., the Development Corporation of Harlingen, Inc. Board of Directors held a meeting in accordance with the Texas Open Meetings Act. The following board members were present.

Present
Saarang Jay Rama
Lizzy de la Garza Putegnat
Javier Segura
Tre Peacock
Marcus Cruz

Absent
Dr. Linda T. Burke
Javier De Leon

City
City Manager Gabe Gonzalez
Finance Director Robert Rodriguez

Staff
Orlando Campos, Beverly Loftus, Brandie Martinez, Maria Escobar,
Jane Lozano, MaryAnn Villarreal, William Brown, and Alan Ozuna

Call to Order
President Saarang Jay Rama called the meeting to order at 5:30 p.m., a quorum was established, and the following proceedings were held.

Roll Call
President Saarang Jay Rama announced that Javier Segura, Tre Peacock and Marcus Cruz were present. Mrs. Lizzy de la Garza Putegnat attended the meeting at 5:35 p.m.

Pledge of Allegiance
President Saarang Jay Rama led everyone present in the Pledge of Allegiance.

Conflict of Interest

Under State law, a conflict of interest exists if a board member, or certain members of that person's family, has a qualifying financial interest in an agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on the agenda item. Are there any known conflicts of interest to disclose, at this time? (Board Attorney)

Alan Ozuna read the conflict of interest and asked the HEDC Board Members if they had a conflict on any item on the agenda. None declared.

Public Comments

None

1) Present and discuss budget amendments for the 2025-2026 fiscal year. (Orlando Campos)

No action taken.

2) Present and discuss the preliminary 2026-2027 fiscal year budget. (Orlando Campos)

No action taken.

3) A) Executive Session pursuant to Government Code Section 551.071 – attorney consultation and contemplated litigation; Section 551.072 – deliberation regarding real estate; and Section 551.087 - economic development relating to the following projects:

   a) Project PEA II (Real Estate)

   b) Its Thyme (Retail)

   B) Executive Session pursuant to Chapter 551, Subchapter D., V.T.C.A. Government Code (Section 551.074), personnel, involving the appointment, employment, evaluation, reassignment, and/or duties of the position of CEO.

   At 6:52 p.m., motion was made by Mr. Tre Peacock and seconded by Mr. Javier Segura to enter into executive session. Motion carried unanimously.

   At 7:30 p.m., President Saarang jay Rama announced the board had completed its executive session and declared the meeting open to the public.

4) Consider possible action on any agenda item listed above in executive session, if necessary.

   No action taken.

5) Adjourn.

   At 7:34 p.m., motion was made by Mr. Tre Peacock and seconded by Mr. Javier Segura to adjourn. Motion carried unanimously.

Development Corporation of Harlingen, Inc.

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Saarang Jay Rama, President

ATTEST:

____
Orlando Campos, CEO

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AGRICULTURAL LEASE

Basic Information

Date: July 23, 2026

Landlord: DEVELOPMENT CORPORATION OF HARLINGEN, INC.

Landlord's Address: 2424 Boxwood St Suite 125, Harlingen, Texas 78550

Tenant: Exterior Design, Jose Ricardo Guerrero

Tenant's Address: 23865 Grimes, Harlingen, Texas 78550

Premises: SURFACE ONLY of approximately 30 acres of land, situated in Cameron County, Texas ("Land").

Property description: Approximately 30 acres of land out of Liberty Subdivision as shown on the attached Exhibit A. The Premises do not include Excluded Improvements and Tenant will not be permitted to use the Excluded Improvements.

Excluded Improvements: Any structure, improvement, or equipment situated on the Land and constructed or installed by any person other than Tenant.

Base Rent: $1.00 and other valuable consideration.

Term (months): One year (1) year

Commencement Date: September 1, 2026

Termination Date: August 31, 2027

Permitted Use: Solely for planting, raising, and harvesting agricultural crops and no other purpose.

A. Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Injury" means (1) harm to or impairment or loss of property or its uses or (2) harm to or death of a person.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

*B.1.***Tenant agrees to -**

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey all laws relating to Tenant's use, maintenance of condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner.

B.1.d. Pay the Base Rent when it is due, without demand, to Landlord at Landlord's Address.

B.1.e. Maintain the property in good and safe order and condition.

B.1.f. Pay for all labor, fuel, and utility services used by Tenant.

B.1.g. Pay all taxes on the crops raised on and Tenant's personal property located on the Premises.

B.1.h. Allow Landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers or tenants.

B.1.i. Permit Landlord to develop and/or use any portion of the Property for non-agricultural purposes upon 30 days' notice. Landlord will not be liable for loss of any planted crops on such portion of the Property.

B.1.j. Repair, replace, and maintain any part of the Premises used by Tenant.

B.1.k. Repair any damage to the Premises, Land, or Excluded Improvements caused by Tenant.

B.1.l. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD'S AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S OR TENANT'S AGENTS' USE OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS AGENTS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS.**

B.1.m. Deliver to Landlord a financing statement perfecting the security interest.

B.1.n. Vacate the Premises on the last day of the Term.

B.1.o. Pay all costs of planting, raising, and harvesting the crops, unless Landlord elects to receive payment in kind, in which case costs will be shared in the same proportion as the crops.

B.1.p. Cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area.

B.1.q. Maintain adequate records on all matters related to farming the Premises and provide Landlord with a copy.

B.1.r. Keep all gates on the Premises closed and locked.

B.1.s. Enter and exit the Premises only at those places designated by Landlord.

*B.2.***Tenant agrees not to -**

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create or allow a nuisance or permit any waste of the Premises.

B.2.c. Change Landlord's lock system.

B.2.d. Alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home.

B.2.e. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

B.2.f. Make any new or change any existing agreement with any governmental entity.

B.2.g. Hunt or fish on the Land or allow anyone else to do so.

B.2.h. Litter or leave trash or debris on the Premises.

B.2.i. Allow a lien to be placed on the Premises.

B.2.j. Allow a lien to be placed on the crops raised on or harvested from the Premises.

C. Landlord's Obligations

*C.1.***Landlord agrees to -**

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Return the Security Deposit, if any, to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

C.1.c. Obey all laws relating to Landlord's operation of the Premises.

*C.2.***Landlord agrees not to -**

C.2.a. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

D. General Provisions

Landlord and Tenant agree to the following:

D.1.Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2.Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.3.Release of Claims/Subrogation. TENANT RELEASES LANDLORD AND LANDLORD'S AGENTS FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT AND TENANT'S AGENTS OR TO TENANT'S OR TENANT'S AGENTS' PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS.**

D.4.Condemnation/Substantial or Partial Taking

D. 4.a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.4.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

RG

D.4.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.5.Landlord's Lien. Tenant grants to Landlord a security interest in the collateral to secure payment and performance by Tenant of all obligations and payments due from Tenant under this lease. The collateral will include all of Tenant's crops, livestock, and personal property located or to be located on the Premises, and all products, proceeds, offspring, increase, governmental payments, insurance proceeds, documents of title, and warehouse receipts relating to such property.

This lease is a security agreement under both article 9 of the Texas Business and Commerce Code and the federal Food Security Act of 1985. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest. Tenant agrees to furnish to Landlord a list of the names and addresses of any buyer, commission merchant, or selling agent to or through whom Tenant may sell the collateral. Tenant agrees to notify Landlord of the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Tenant intends to sell or store the collateral within seven days before any sale or storage of the collateral.

D.6.Default by Landlord/Events. A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.

D.7.Default by Landlord/Tenant's Remedies. Tenant's remedy for Landlord's default are is to terminate this lease.

D.8.Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.9.Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be farming the Premises, until the default is cured, without being liable for damages.

D.10.Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this Lease in the future.

D.11.Mitigation. Landlord has mitigated the loss of rent if Landlord, within thirty days after Tenant's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on Landlord's inventory of properties for lease, (c) makes Landlord's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective tenants who request to see it.

D.12.Security Deposit. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

D.13.Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.14.Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.15.Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.16.Venue. Exclusive venue is in the county in which the Premises are located.

D.17.Entire Agreement. This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.18.Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.19.Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.20.Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.21.Mineral Interests and Wind/Solar Energy Leases. This lease is subordinate to any present or future oil, gas, other mineral exploration, wind energy and/ or solar energy agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor. Any damages to growing crops arising from an oil, gas, mineral interest, wind energy and or solar energy agreements will be divided between Landlord and Tenant in the same proportions as the crops are divided.

D.22.Landlord's Use. Landlord retains the right to enter on and use and/or permit third parties to enter on and use the Premises for hunting, fishing, and other uses that do not materially interfere with Tenant's farming rights.

RB

D.23. Governmental Payments. If Tenant receives any payment from any governmental agency because of growing or not growing crops on the Premises and the Rent payable hereunder is based on a crop share, that payment will be divided between Tenant and Landlord in the same proportion as set out in the Rent clause.

D.24.Subordination. Landlord subordinates its security interest and liens to purchase-money security interests in Tenant's personal property.

D.25.Base Rent Adjustment. Beginning one year from the Commencement Date, the Base Rent may be adjusted on each anniversary of the Commencement Date (the "Adjustment

Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor.

a. The adjustments in the Base Rent will be determined by multiplying the Base Rent specified in the lease ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

b. Landlord will notify Tenant of each adjustment to Base Rent no later than sixty days after the Adjustment Date.

D.26.Advertisement of Premises. Landlord may place a sign on the Premises advertising the Premises for rent or sale.

D.27.Waiver of Property Tax Protest Rights. Tenant waives all rights to protest the appraised value of the Premises or to appeal the same and all rights to receive notices of appraised value as set forth in sections 41.413 and 42.015 of the Texas Tax Code.

D.28.Asbestos. Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Tenant has inspected the Premises and conducted such tests and inspections as Tenant deems necessary or desirable. Tenant will provide Landlord with copies of all such test results and inspections. Tenant will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the premises, and Tenant will bear all costs related to removal and disposal of asbestos from the Premises.

LANDLORD – Development Corporation of Harlingen, Inc.

BY: Orlando Campos

ITS: Chief Executive Officer

TENANT – Jose Ricardo Guerrero

BY: Jose Ricardo Guerrero

Harlingen Economic Development Corporation
FY 25-26 Amended Budget

	Account No.	FY 25-26 ADOPTED BUDGET	Amended Budget	Variance (over/under budget)
Revenues				
Taxes				
Sales Tax	191-0000-302-02-00	$ 6,829,695	$ 6,878,272	$ 48,577
EDC/BPS Sales Tax (.00375 of BPS Sales)	191-0000-302-80-00	$ 71,258	$ 78,251	$ 6,993
380 Proj. Reimb/BPS Developer - Add'l Retail Fac -EDC	191-0000-302-85-01	$ 139,048	$ 141,492	$ 2,444
Taxes	191-0000-331-81-01	$ 7,040,001	**$ 7,098,015**	**$ 58,014**
Charges for Services				
BPS Rent	191-0000-331-80-00	$ 649,483	$ 682,377	$ 32,894
ACCT/Parking Lot	191-0000-331-90-00	$ 28,572	$ 28,572	$ -
Charges for Services		$ 678,055	**$ 710,949**	**$ 32,894**
Intergovernmental				
380 Proj.Reimb/BPS Developer-Add'l Retail Fac-City	191-0000-359-01-01	$ 148,291	$ 150,898	$ 2,607
Roosevelt EDA Grant	191-0000-359-01-02	$ 1,207,934	$ 732,607	$ (475,327)
Intergovernmental		$ 1,356,225	**$ 883,505**	**$ (472,720)**
Interest				
TexPool	191-0000-361-06-00	$ 586,157	$ 617,438	$ 31,281
NOW	191-0000-361-11-00	$ 12,000	$ 12,186	$ 186
Interest		$ 598,157	**$ 629,624**	**$ 31,467**
Miscellaneous				
Miscellaneous	191-0000-389-99-00	$ 129,210	$ 54,891	$ (74,319)
Marketing VIA	191-0000-389-99-03	$ 100,000	$ 100,000	$ -
Miscellaneous		$ 229,210	**$ 154,891**	**$ (74,319)**
Other Financing Sources				
Transfer from General Fund	191-0000-391-01-00	$ 186,989	$ 206,124	$ 19,134
Other Financing Sources		$ 186,989	**$ 206,124**	**$ 19,134**
TOTAL REVENUES		$ 10,088,638	**$ 9,683,108**	$ (405,529)

Harlingen Economic Development Corporation
FY 25-26 Amended Budget

		FY 25-26 ADOPTED BUDGET	Amended Budget	Variance (over/under budget)
Expenditures				
Administration				
Personnel Services - Payroll				
Salaries - Full time	191-8501-441-10-01	$ 625,760	$ 605,829	$ (19,931)
Car Allowance	191-8501-141-10-08	$ 31,200	$ 30,733	$ (467)
Personnel Services - Payroll		**$ 656,960**	**$ 636,563**	**$ (20,397)**
Personnel Services - Benefits				
City FICA	191-8501-441-11-01	$ 40,301	$ 36,150	$ (4,152)
City Medicare	191-8501-441-11-02	$ 9,425	$ 9,070	$ (355)
City Retirement/TMRS	191-8501-441-11-11	$ 62,532	$ 58,509	$ (4,023)
City Health Insurance	191-8501-441-11-21	$ 57,642	$ 54,042	$ (3,600)
City Life Insurance	191-8501-441-11-22	$ 273	$ 219	$ (54)
Worker's Compensation	191-8501-441-11-31	$ 1,235	$ 951	$ (284)
Personnel Services - Benefits		**$ 171,409**	**$ 158,942**	**$ (12,467)**
Supplies - General				
Services & Charges - General				
Communications	191-8501-441-30-02	$ 30,000	$ 50,204	$ 20,204
Website Development/Maintenance	191-8501-441-30-11	$ 1,500	$ 2,255	$ 755
Equipment Rental/Lease	191-8501-441-30-21	$ 3,500	$ 3,252	$ (248)
Office Rental	191-8501-441.30-23	$ 1	$ 1	$ -
Professional Development - Dues, Memberships,	191-8501-441-30-30	$ 55,000	$ 52,330	$ (2,670)
Professional Development - Educational courses	191-8501-441-30-31	$ 2,250	$ 2,250	$ -
Insurance	191-8501-441-30-40	$ 27,000	$ 27,818	$ 818
Contract Labor	191-8501-441-30-60	$ 5,000	$ -	$ (5,000)
Services & Charges - General		**$ 124,251**	**$ 138,109**	**$ 13,858**

			FY 25-26 ADOPTED BUDGET	Amended Budget	Variance (over/under budget)
Expenditures					
	Services & Charges Maintenance				
	Maintenance - Other	191-8501-441-31-50	$ 10,800	$ 9,615	$ (1,185)
	Services & Charges Maintenance		**$ 10,800**	**$ 9,615**	**$ (1,185)**
	Services & Charges - Miscellaneous				
	Marketing - Miscellaneous	191-8501-441-39-99	$ 10,000	$ 8,138	$ (1,862)
	Services & Charges - Miscellaneous		**$ 10,000**	**$ 8,138**	**$ (1,862)**
	Administration - Billboards				
	Advertising / Billboards	191-8501-441-60-15	$ 50,000	$ 36,547	$ (13,453)
	Administration - Billboards		**$ 50,000**	**$ 36,547**	**$ (13,453)**
	Administration - Operations				
	Consultants - Austin	191-8501-441-61-01	$ 204,000	$ 204,000	$ -
	Economic Development Studies	191-8501-441-61-03	$ 260,000	$ 60,135	$ (199,865)
	City Reimbursement	191-8501-441-61-05	$ 68,000	$ 68,000	$ (0)
	Office	191-8501-441-61-07	$ 12,000	$ 11,911	$ (89)
	Professional	191-8501-441-61-08	$ 100,000	$ 87,494	$ (12,506)
	Audit Fees	191-8501-441-61-09	$ 10,000	$ 10,000	$ -
	Professional Dev - Travel & Training	191-8501-441-61-10	$ 45,000	$ 22,944	$ (22,056)
	Meeting/Event Hosting	191-8501-441-61-18	$ 25,000	$ 41,305	$ 16,305
	Administration - Operations		**$ 724,000**	**$ 505,789**	**$ (218,211)**
Total Administration			**$ 1,747,420**	**$ 1,493,703**	**$ (253,717)**

		FY 25-26 ADOPTED BUDGET	Amended Budget	Variance (over/under budget)
Marketing				
Services & Charges - Miscellaneous				
Marketing Misc.- Prospect Hosting	191-8502-441-39-99	$ 30,000	$ 31,840	$ 1,840
Services & Charges - Miscellaneous		**$ 30,000**	**$ 31,840**	**$ 1,840**
Marketing				
Direct Mail	191-8502-441-62-07	$ 200	$ 281	$ 81
Travel	191-8502-441-62-10	$ 115,000	$ 124,438	$ 9,438
Advertising	191-8502-441-62-18	$ 275,000	$ 222,407	$ (52,593)
Marketing		**$ 390,200**	**$ 347,126**	**$ (43,074)**

	FY 25-26 ADOPTED BUDGET	Amended Budget	Variance (over/under budget)
Business Incentives Other			
Direct Business Incentives	**$ 862,000**	**$ 473,397**	**$ (388,603)**

		FY 25-26 ADOPTED BUDGET	Amended Budget	Variance (over/under budget)
Development Corp. Other				
Other				
TSTC Goal Line/VIDA/Other Institutions	191-8515-441-68-13	$ 250,000	$ 249,000	$ (1,000)
UTRGV - Entrepreneurship Training	191-8515-441-68-29	$ 40,000	$ 40,000	$ -
WFS Cameron	191-8515-441-68-31	$ 10,000	$ 10,000	$ -
Job Training Initiatives (TMAC AIM)	191-8515-441-68-40	$ 10,000	$ 4,200	$ (5,800)
Harlingen Industrial Park Improvements	191-8515-441-68-51	$ 50,000	$ 10,000	$ (40,000)
Grand Entrance at Roosevelt	191-8515-441-68-52	$ 3,718,000	$ 907,657	$ (2,810,343)
The Park at Roosevelt EDA	191-8515-441-68-50	$ 1,370,916	$ 798,300	$ (572,616)
The Park at Roosevelt Improvements Soft Costs(nc	191-8515-441-68-53	$ 100,000	$ 101,566	$ 1,566
Project Organic	191-8515-441-68-54	$ 600,000	$ 155,735	$ (444,265)
BRE & Workforce Events, SBC, Startup	191-8515-441-68-55	$ 13,000	$ 12,621	$ (379)
Project EYE	191-8515-441-68-56	$ -	$ 888,034	$ 888,034
Other		**$ 6,161,916**	**$ 3,177,113**	**$ (2,984,803)**
Services & Charges Misc.				
Property Taxes	191-8515-442-39-99	$ 305,000	$ 309,341	$ 4,341
Services & Charges Misc.		**$ 305,000**	**$ 309,341**	**$ 4,341**

		FY 25-26 ADOPTED BUDGET	Amended Budget	Variance (over/under budget)
Debt Services				
Other Financing Uses				
Debt Service - Principal	191-9901-951-90-01	$ -	$ 1,735,000	$ 1,735,000
BPS Bonds	191-9901-951-90-02	$ 533,167	$ 533,167	$ -
Paying Agent Fees	191-9901-951-90-05	$ 1,000	$ 1,150	$ 150
Bass Pro Dev. 83/77	191-9901-951-90-20	$ 139,048	$ 138,736	$ (312)
Other Financing Uses		**$ 673,215**	**$ 2,408,053**	**$ 1,734,838**
TOTAL EXPENDITURES		**$ 10,169,751**	**$ 8,240,573**	$ (1,929,178)
EXCESS REVENUES OVER EXPENDITURES		**$ (81,113.34)**	**$ 1,442,535**	$ 1,523,648

Cash Flow Analysis (Estimated)

Beginning Cash Balance		**$ 14,999,890**	**$ 14,999,890**
+ Revenues		**$ 10,088,638**	**$ 9,683,108**
- Expenditures		**$ 10,169,751**	**$ 8,240,573**
Ending Cash Balance		**$ 14,918,777**	**$ 16,442,425**
Reserve Account		$ 2,000,000	
Other Funds (Land)		$ 1,832,094	
Total All Funds		**$ 18,750,871**	$ 20,274,519

Harlingen Economic Development Corporation
FY 26-27 Proposed Budget

	Account No.	FY 25-26 ADOPTED BUDGET	Amended Budget	FY 26-27 PROPOSED BUDGET
Revenues				
Taxes				
Sales Tax	191-0000-302-02-00	$ 6,829,695	$ 6,878,272	$ 7,084,620
EDC/BPS Sales Tax (.00375 of BPS Sales)	191-0000-302-80-00	$ 71,258	$ 78,251	$ 78,251
380 Proj. Reimb/BPS Developer - Add'l Retail Fac -EDC	191-0000-302-85-01	$ 139,048	$ 141,492	$ 145,737
Taxes	191-0000-331-81-01	$ 7,040,001	**$ 7,098,015**	$ 7,308,608
Charges for Services				
BPS Rent	191-0000-331-80-00	$ 649,483	$ 682,377	$ 682,377
EDC Rental Property at HIP	191-0000-331-81-01	$ -	$ -	$ -
ACCT/Parking Lot	191-0000-331-90-00	$ 28,572	$ 28,572	$ 28,572
Charges for Services		$ 678,055	**$ 710,949**	$ 710,949
Intergovernmental				
380 Proj.Reimb/BPS Developer-Add'l Retail Fac-City	191-0000-359-01-01	$ 148,291	$ 150,898	$ 155,425
Roosevelt EDA Grant	191-0000-359-01-02	$ 1,207,934	$ 732,607	$ 400,000
Intergovernmental		$ 1,356,225	**$ 883,506**	$ 555,425
Interest				
TexPool	191-0000-361-06-00	$ 586,157	$ 617,438	$ 617,438
NOW	191-0000-361-11-00	$ 12,000	$ 12,186	$ 12,186
Interest		$ 598,157	**$ 629,624**	$ 629,624
Miscellaneous				
Miscellaneous	191-0000-389-99-00	$ 129,210	$ 54,891	$ 144,000
Marketing VIA	191-0000-389-99-03	$ 100,000	$ 100,000	$ 100,000
Miscellaneous		$ 229,210	**$ 154,891**	$ 244,000
Other Financing Sources				
Transfer from General Fund	191-0000-391-01-00	$ 186,989	$ 206,124	$ 206,124
Other Financing Sources		$ 186,989	**$ 206,124**	$ 206,124
TOTAL REVENUES		$ 10,088,638	**$ 9,683,109**	$ 9,654,730

		FY 25-26 ADOPTED BUDGET	Amended Budget	FY 26-27 PROPOSED BUDGET
Expenditures				
Administration				
Personnel Services - Payroll				
Salaries - Full time	191-8501-441-10-01	$ 625,760	$ 605,829	$ 665,350
Car Allowance	191-8501-141-10-08	$ 31,200	$ 30,733	$ 31,200
Personnel Services - Payroll		**$ 656,960**	**$ 636,563**	**$ 696,550**
Personnel Services - Benefits				
City FICA	191-8501-441-11-01	$ 40,301	$ 36,150	$ 43,186
City Medicare	191-8501-441-11-02	$ 9,425	$ 9,070	$ 10,100
City Retirement/TMRS	191-8501-441-11-11	$ 62,532	$ 58,509	$ 67,008
City Health Insurance	191-8501-441-11-21	$ 57,642	$ 54,042	$ 56,389
City Life Insurance	191-8501-441-11-22	$ 273	$ 219	$ 273
Worker's Compensation	191-8501-441-11-31	$ 1,235	$ 951	$ 1,045
Personnel Services - Benefits		**$ 171,409**	**$ 158,942**	**$ 178,001**
Supplies - General				
Services & Charges - General				
Communications	191-8501-441-30-02	$ 30,000	$ 50,204	$ 37,950
Website Development/Maintenance	191-8501-441-30-11	$ 1,500	$ 2,255	$ 1,500
Equipment Rental/Lease	191-8501-441-30-21	$ 3,500	$ 3,252	$ 3,500
Office Rental	191-8501-441.30-23	$ 1	$ 1	$ 1
Professional Development - Dues, Memberships,	191-8501-441-30-30	$ 55,000	$ 52,330	$ 55,000
Professional Development - Educational courses	191-8501-441-30-31	$ 2,250	$ 2,250	$ 2,250
Insurance	191-8501-441-30-40	$ 27,000	$ 27,818	$ 28,000
Contract Labor	191-8501-441-30-60	$ 5,000	$ -	$ 5,000
Services & Charges - General		**$ 124,251**	**$ 138,109**	**$ 133,201**

		FY 25-26 ADOPTED BUDGET	Amended Budget	FY 26-27 PROPOSED BUDGET
Expenditures				
Services & Charges Maintenance				
Maintenance - Other	191-8501-441-31-50	$ 10,800	$ 9,615	$ 10,800
Services & Charges Maintenance		**$ 10,800**	**$ 9,615**	**$ 10,800**
Services & Charges - Miscellaneous				
Promotional	191-8501-441-39-98	$ -	$ -	$ -
Marketing - Miscellaneous	191-8501-441-39-99	$ 10,000	$ 8,138	$ 10,000
Services & Charges - Miscellaneous		**$ 10,000**	**$ 8,138**	**$ 10,000**
Administration - Billboards				
Advertising / Billboards	191-8501-441-60-15	$ 50,000	$ 36,547	$ 50,000
Administration - Billboards		**$ 50,000**	**$ 36,547**	**$ 50,000**
Administration - Operations				
Consultants - Austin	191-8501-441-61-01	$ 204,000	$ 204,000	$ 204,000
Economic Development Studies	191-8501-441-61-03	$ 260,000	$ 60,135	$ 260,000
City Reimbursement	191-8501-441-61-05	$ 68,000	$ 68,000	$ 68,000
Office	191-8501-441-61-07	$ 12,000	$ 11,911	$ 12,000
Professional	191-8501-441-61-08	$ 100,000	$ 87,494	$ 100,000
Audit Fees	191-8501-441-61-09	$ 10,000	$ 10,000	$ 10,000
Professional Dev - Travel & Training	191-8501-441-61-10	$ 45,000	$ 22,944	$ 45,000
Meeting/Event Hosting	191-8501-441-61-18	$ 25,000	$ 41,305	$ 45,000
Administration - Operations		**$ 724,000**	**$ 505,789**	**$ 744,000**
Total Administration		**$ 1,747,420**	**$ 1,493,703**	**$ 1,822,552**

		FY 25-26 ADOPTED BUDGET	Amended Budget	FY 26-27 PROPOSED BUDGET
Marketing				
Services & Charges - Miscellaneous				
Marketing Misc.- Prospect Hosting	191-8502-441-39-99	$ 30,000	$ 31,840	$ 35,000
Services & Charges - Miscellaneous		**$ 30,000**	**$ 31,840**	**$ 35,000**
Marketing				
Direct Mail	191-8502-441-62-07	$ 200	$ 281	$ 250
Travel	191-8502-441-62-10	$ 115,000	$ 124,438	$ 135,000
Advertising	191-8502-441-62-18	$ 275,000	$ 222,407	$ 275,000
Marketing		**$ 390,200**	**$ 347,126**	**$ 410,250**

	FY 25-26 ADOPTED BUDGET	Amended Budget	FY 26-27 PROPOSED BUDGET
Business Incentives Other			
Direct Business Incentives	**$ 862,000**	**$ 473,397**	**$ 1,429,560**

		FY 25-26 ADOPTED BUDGET	Amended Budget	FY 26-27 PROPOSED BUDGET
Development Corp. Other				
Other				
TSTC Goal Line/VIDA/Other Institutions	191-8515-441-68-13	$ 250,000	$ 249,000	$ 275,000
UTRGV - Entrepreneurship Training	191-8515-441-68-29	$ 40,000	$ 40,000	$ 40,000
WFS Cameron	191-8515-441-68-31	$ 10,000	$ 10,000	$ 10,000
Job Training Initiatives (TMAC AIM)	191-8515-441-68-40	$ 10,000	$ 4,200	$ 50,000
Harlingen Industrial Park Improvements	191-8515-441-68-51	$ 50,000	$ 10,000	$ 200,000
Grand Entrance at Roosevelt	191-8515-441-68-52	$ 3,718,000	$ 907,657	$ 2,810,000
The Park at Roosevelt EDA	191-8515-441-68-50	$ 1,370,916	$ 798,300	$ 400,000
The Park at Roosevelt Improvements Soft Costs(nc	191-8515-441-68-53	$ 100,000	$ 101,566	$ 400,000
Project Organic	191-8515-441-68-54	$ 600,000	$ 155,735	$ 600,000
BRE & Workforce Events, SBC, Startup	191-8515-441-68-55	$ 13,000	$ 12,621	$ 13,000
Project EYE	191-8515-441-68-56	$ -	$ 888,034	$ -
Victoria Commons Subdivision Ph II	191-8515-441-68-57	$ -	$ -	$ 1,515,136
Other		**$ 6,161,916**	**$ 3,177,113**	**$ 6,313,136**
Services & Charges Misc.				
Property Taxes	191-8515-442-39-99	$ 305,000	$ 309,341	$ 315,000
Services & Charges Misc.		**$ 305,000**	**$ 309,341**	**$ 315,000**

		FY 25-26 ADOPTED BUDGET	Amended Budget	FY 26-27 PROPOSED BUDGET
Debt Services				
Other Financing Uses				
Debt Service - Principal	191-9901-951-90-01	$ -	$ 1,735,000	$ 1,820,000
BPS Bonds	191-9901-951-90-02	$ 533,167	$ 533,167	$ 451,929
Paying Agent Fees	191-9901-951-90-05	$ 1,000	$ 1,150	$ 1,150
Bass Pro Dev. 83/77	191-9901-951-90-20	$ 139,048	$ 138,736	$ 145,737
Other Financing Uses		**$ 673,215**	**$ 2,408,053**	**$ 2,418,816**
TOTAL EXPENDITURES		**$ 10,169,751**	**$ 8,240,573**	**$ 12,744,314**
EXCESS REVENUES OVER EXPENDITURES		**$ (81,113.34)**	**$ 1,442,535**	**$ (3,089,584.24)**

Cash Flow Analysis (Estimated)

Beginning Cash Balance		**$ 14,999,890**	**$ 14,999,890**	**$ 16,442,425**
+ Revenues		**$ 10,088,638**	**$ 9,683,109**	**$ 9,654,730**
- Expenditures		**$ 10,169,751**	**$ 8,240,573**	**$ 12,744,314**
Ending Cash Balance		**$ 14,918,777**	**$ 16,442,425**	**$ 13,352,841**
Reserve Account		$ 2,000,000		$ 2,000,000
Other Funds (Land)		$ 1,832,094		$ 1,832,094
Total All Funds		**$ 18,750,871**	$ 20,274,519	**$ 17,184,935**