



**CITY OF BRADY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
JANUARY 6, 2026, 6:00 P.M.**

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at **6:00 p.m. January 6, 2026**, at the City of Brady Municipal Court Building located at 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Tony Groves,  
Mayor

Terry Phillips  
Mayor Pro Tem  
Council Member Place 1

Vacant  
Council Member Place 2

Curtis Owens  
Council Member Place 3

Vickie Roddie  
Council Member Place 4

Gabe Moreno  
Council Member Place 5

James Stewart  
City Manager

Tina Keys  
City Secretary

Sharon Hicks  
City Attorney

**1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENTS:** Reserved for items NOT listed on the agenda

***Please limit individual public comments to three (3) minutes.** In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.*

**4. CONSENT AGENDA:** Reserved for routine items to save time

*Any item may be removed from the Consent Agenda at the request of a Council Member and considered separately following the Consent Agenda approval. All items listed on the Consent Agenda are to be with one motion "Move to approve Consent Agenda."*

- A. Approval of Minutes for Regular Session meeting on December 16, 2025 and Special Session meeting on December 23, 2025

**5. PRESENTATIONS:**

None

**6. PUBLIC HEARINGS:**

None

***In the very Heart of Texas, the City of Brady is dedicated to fostering a tight-knit community rooted in tradition, resilience, and rural pride. We strive to provide a welcoming, safe, and thriving environment where families flourish, local businesses prosper, and the spirit of the Lone Star State shines through our commitment to sustainable growth, preserving our heritage, and embracing the values of hard work, faith, and neighborly support.***

## 7. INDIVIDUAL CONCERNS:

**City Council Members are to deliberate the following items.** Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discuss the item so everyone is heard. Once the City Council Members finish discussion, the Mayor will recognize attendees who have comments. Attendees and council members need to direct comments to the Mayor as they are recognized. When all comments are complete, the Mayor will call for a motion.

- A. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1403** of the City of Brady, Texas to adopt the Brady in 2040 Comprehensive Plan as authored and compiled for publication by Verdunity, Inc. of Rockwall Texas
- B. Discussion, consideration and possible action for final approval for EDC to grant a loan to Rockin J Smokehouse LLC in the amount of \$100,000 at a 2% interest rate for 15 years.
- C. Discussion and update on Fire Department plans

## 8. STAFF REPORTS:

### A. Upcoming Special Events/Meetings:

January 19		Martin Luther King, Jr. Day, City Offices Closed, Altered Trash Schedule – Mon. 1/19 picked up on Tues. 1/20 – Tues. 1/20 picked up Wed. 1/21
January 20		Regular City Council Meeting, 6:00
February 3		Regular City Council Meeting, 6:00
February 16		President's Day, City Offices Closed, Altered Trash Schedule – Mon. 2/16 picked up on Tues. 2/17, Tues. 2/17 picked up on Wed. 2/18
February 17		Regular City Council Meeting, 6:00

## 9. ANNOUNCEMENTS:

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision; Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

## 10. COMMENTS ON FUTURE ITEMS FOR CONSIDERATION:

## 11. EXECUTIVE SESSION:

The City Council of the City of Brady will adjourn into Executive Session for the following:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager duties & recommendations
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Police Station / Fire Station

## 12. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION:

Discussion, consideration or possible action as a result of Executive Session, if any

### 13. ADJOURNMENT:

*I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on \_\_\_\_\_ by \_\_\_\_\_ a.m. / p.m.. and will remain posted continuously for 3 business days prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.*

\_\_\_\_\_  
*Tina Keys, City Secretary*

In compliance with the Americans with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City facilities. Requests for accommodation or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or [tkeys@bradytx.us](mailto:tkeys@bradytx.us)

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.104(c) and the meeting is conducted by all participants in reliance on this opinion.

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday, December 16, 2025 at 6:00 p.m. with Mayor Anthony Groves presiding. Council Members present were Gabe Moreno, Terry Phillips, and Curtis Owens. City staff present were Finance Director Lisa McElrath, Public Works Director Steven Miller, Police Chief Randy Batten, City Attorney Sharon Hicks and City Secretary Tina Keys. Also in attendance were Vickie Roddie, Buzz Roddie, James Griffin, Charles Bush, and Charles Hodges.

#### **1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM**

Mayor Groves called the meeting to order at 6:02 p.m. Council quorum was certified.

#### **2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Council Member Phillips gave the invocation, and the Pledge of Allegiance was recited.

#### **3. PUBLIC COMMENTS**

There were no public comments

#### **4. CONSENT AGENDA**

- A. Approval of Minutes for Regular Session meeting on December 4, 2025.
- B. Discussion, consideration and possible action regarding approval of Resolution 2025-027 to designate the Brady Standard Herald as the City's official newspaper for required publications and public notices (required annually by the City Charter)

Council Member Phillips moved to approve the Consent Agenda. Seconded by Council Member Moreno. All Council Members voted "aye" and none "nay". Motion passed with a 3 – 0 vote.

#### **5. PRESENTATIONS:**

- End of the Fiscal Year 25 Financial Reports – Lisa McElrath presented.

#### **6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING**

Public Hearing to receive comments from the public regarding:

- 1. A Playfield (private) in a Residential zone located at 1125 West Second Street, Meadow Creek Subdivision, Block C, Lots 4-6.
- 2. A SUP (Specific Use Provision) for an Entertainment use in the Central Business District for property located at 212 North Church, Fulcher Subdivision, Block 11, Lot 13.
- 3. Adoption of the proposed City of Brady 2025 Comprehensive Plan

Public Hearing for items 1 and 2 was not held. The Planning and Zoning Commission did not recommend No. 1 for consideration and No. 2 will be brought back at a later time once additional information is considered by Planning and Zoning..

Public Hearing for item 3 was opened at 6:20 p.m. There were no comments. Public hearing was closed at 6:21 p.m.

## 7. INDIVIDUAL CONCERNS

- A. Discussion, consideration and possible action regarding approval of Resolution 2025-028 to canvass the December 13, 2025 City of Brady Run-off Election for City Council Place 4 unexpired term. Council Member Phillips moved to approve Resolution 2025-028 declaring the results of the December 13, 2025 election official. Seconded by Council Member Owens. All Council Members voted “aye” and none “nay”. Motion passed with a 3 – 0 vote.
- B. Administer Oath of Office and Swearing in of newly elected council member, City Council Place 4. Vickie Roddie was sworn into City Council Place 4.
- C. **REMOVE FROM THE TABLE:** Discussion, consideration and possible action regarding the **first reading of Ordinance 1403** of the City of Brady, Texas to adopt the Brady in 2040 Comprehensive Plan as authored and compiled for publication by Verdunity, Inc. of Rockwall, Texas. Steven Miller presented. Council Member Owens moved to approve the first reading of Ordinance 1403. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- D. Discussion, consideration and possible action regarding the Resolution suspending the December 23, 2025 effective date of the proposal by West Texas Gas Utility, LLC, to implement interim rate adjustments for gas utility investment in 2024 A and requiring delivery of this Resolution to the company. Lisa McElrath presented. Council Member Moreno asked if citizens can switch to propane. Steven Miller said they can. James Stewart said he will meet with JJ King to express our concerns and will do a public service announcement. Council Member Moreno moved to approve resolution 2025-029 suspending the effective date of the WTG monthly customer charge rate increase by 45 days. Seconded by Council Member Owens. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- E. Discussion and update on Fire Department plans. James Stewart requested going into executive session to discuss.

## 8. STAFF REPORTS

- A. **Monthly Financial / Utility Reports**
- B. **Monthly Activity Reports:** Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Municipal Court
- C. **Upcoming Special Events/Meetings:**

December 25		Christmas Day Holiday, City Offices Closed, Altered Trash Schedule – see below
December 26		Floating Christmas Holiday, City Offices Closed, Altered Trash Schedule – Thursday 12/25 and Friday 12/26 pickups move to Wednesday 12/24
Jan. 1 2026		New Year’s Day Holiday, City Offices Closed, Altered Trash Schedule, Thurs. 1/1/26 route picked up on Wednesday 12/31/25

## 9. ANNOUNCEMENTS

Council Member Owens said the trash truck got fixed quick, and those guys were flying around and got back on schedule and thanked them for that.  
Council Member Phillips told the citizens Merry Christmas.

#### **10. COMMENTS ON FUTURE ITEMS FOR CONSIDERATION**

There were no comments

#### **11. EXECUTIVE SESSION**

The City Council of the City of Brady adjourned into Executive Session for the following:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:
- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager duties & recommendations
- Pursuant to Section 551.072 (Deliberations about Real Property), the City Council will deliberate the purchase, exchange, lease, or value of real properties of the City as the deliberation in an open meeting will have the detrimental effect on the position of the City in negotiations with a third person: Police Station / Fire Station

Open session recessed at 6:53 p.m. Executive Session was opened at 7:00 p.m. and closed at 8:22 p.m. Regular Session resumed at 8:22 p.m.

#### **12. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION**

There was no action as a result of executive session.

#### **13. ADJOURNMENT**

There being no further business, Mayor Groves adjourned the meeting at 8:23 p.m.

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Anthony Groves, Mayor

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Special Meeting on Tuesday, December 23, 2025 at 5:00 p.m. Council Members present were Curtis Owens, Vickie Roddie and Gabe Moreno. City staff present were City Manager James Stewart, Police Chief Randy Batten and City Secretary Tina Keys. Also in attendance were Charles Hodges and Casey Long.

#### **1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM**

Council Member Moreno called the meeting to order at 5:03 p.m. Council quorum was certified

#### **2. INVOCATION AND PLEDGE OF ALLEGIANCE**

There was no invocation and pledge

#### **3. PUBLIC COMMENTS**

There were no public comments

#### **4. INDIVIDUAL CONCERNS**

- A. Discussion, consideration and possible to call Special Election to fill City Council Pace 2 unexpired term. Council Member Owens moved to approve Resolution 2025-030. Seconded by Council Member Moreno. All Council Members voted “aye” and none “nay”. Motion passed with a 3 – 0 vote.

#### **5. ADJOURNMENT**

Council Member Owens moved to adjourn. Seconded by Council Member Moreno. Motion passed with a 3 – 0 vote. Meeting was adjourned at 5:08 p.m.

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Anthony Groves, Mayor

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

**City Council**  
**City of Brady, Texas**  
**Agenda Action Form for Ordinance**

<b>AGENDA DATE:</b>	01/06/2026	<b>AGENDA ITEM</b>	7.A.
<b>AGENDA SUBJECT:</b>	Discussion, consideration, and possible action regarding the <b>second and final reading of Ordinance 1403</b> of the City of Brady, Texas to adopt the Brady in 2040 Comprehensive Plan as authored and compiled for publication by Verdunity, Inc. of Rockwall, Texas		
<b>PREPARED BY:</b>	S. Miller	<b>Date Submitted:</b>	12/30/2025
<b>EXHIBITS:</b>	Ordinance 1403 - Comprehensive Plan – Brady in 2040		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>		\$00.00
	<b>Amount Budgeted:</b>		\$00.00
	<b>Appropriation Required:</b>		\$00.00
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p>Verdunity, Inc. over the course of 14-months through public meetings, open houses, pop-up events, and including council workshops has compiled the Brady in 2040 Comprehensive Plan for adoption. The Executive Summary excerpt: <i>“The Brady Comprehensive Plan is a forward-looking strategy designed to guide the City of Brady, Texas, toward a resilient, prosperous, and inclusive future. Developed through extensive community engagement and detailed fiscal analysis, the plan sets out a unified vision to address current challenges, leverage local strengths, and position the city for sustainable growth. At its core, the Plan recognizes that Brady’s growth must be financially sustainable, authentic to its history and culture, and driven by informed community input. It identifies key development patterns, assesses the city’s fiscal health, and provides policy guidance aimed at enhancing quality of life while preserving Brady’s small-town character.”</i> The 2040 Comprehensive Plan establishes a strategic vision for community of Brady, its citizens, elected officials, businesses, and City of Brady staff toward reaching attainable goals through meaningful engagement for a common purpose.</p>

<b>RECOMMENDED ACTION:</b>
<p><b>Mayor will ask:</b> “<b>Madam City Secretary please read the Ordinance Preamble for the record in accordance with the City Charter.</b>” (City Secretary reads preamble)</p> <p><b>Mayor calls for a Motion:</b> Do I have a Motion to approve the second and final reading of <b>Ordinance 1403</b> to adopt the 2040 Comprehensive Plan – “The True Heart of Texas Plan”.?</p>



**ORDINANCE NO. 1403**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS ADOPTING  
THE CITY OF BRADY COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, the City Council of the City of Brady, Texas retained a professional planning consultant to assist in the preparation of a new Comprehensive Plan for the City of Brady; and

**WHEREAS**, the City Manager and city staff worked with the professional planning consultant to come up with a plan to recommend to Council; and

**WHEREAS**, the City Manager and city staff recommended said plan to Council for approval; and

**WHEREAS**, the City Manager and city staff presented its plan to the City Council on October 21, 2025; and

**WHEREAS**, a public hearing was held on October 21, 2025 in which notice of the meeting was published in the newspaper as required by law; and

**WHEREAS**, the City Council considered testimony presented at said public hearing held on October 21, 2025 and approved the Comprehensive City Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADY, TEXAS, THAT:**

This ordinance will take effect immediately from and after its passage on the second reading.

**PASSED, APPROVED** on its FIRST READING on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**PASSED, APPROVED** on its SECOND READING on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Anthony Groves, Mayor

ATTEST:

\_\_\_\_\_  
Tina Keys, City Secretary

# City Council

## City of Brady, Texas

### Agenda Action Form

<b>AGENDA DATE:</b>	1-6-2026	<b>AGENDA ITEM</b>	7.B.
<b>AGENDA SUBJECT:</b>	Discussion consideration and possible action for final approval for EDC to grant a loan to Rockin J Smokehouse LLC in the amount of \$100,000 at 2% interest rate for 15 years.		
<b>PREPARED BY:</b>	T. Keys / D. Mendoza	<b>Date Submitted:</b>	12/10/2025
<b>EXHIBITS:</b>			
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>	<p>The EDC board has met and approved to loan Rockin J Smokehouse LLC the amount of \$100,000, at 2% interest for 15 years. Rockin J plan to renovate the building on 2018 S Bridge and buy equipment. The EDC believes this will help renovate bridge street and provide additional jobs to the community.</p> <p>The EDC had a public hearing on October 19, 2025 at 12:00pm with no public comments.</p>
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<b>RECOMMENDED ACTION:</b>	<p>Move to approve amendment to allow the EDC to loan \$100,000 at 2% interest for a 15 year term to Rockin J Smokehouse LLC.</p>
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# COMMERCIAL LOAN APPLICATION

CREDIT REQUESTED				
Amount Requested <b>35,000.00</b>	Term of Credit Requested <b>36m+4</b>	Loan Type	Credit Request <input type="checkbox"/> Applicant Only <input type="checkbox"/> Joint With Co-Applicant(s)	
Market Survey	Purpose of Credit Request <b>EQUIPMENT PURCHASE</b>		We intend to apply for joint credit: Applicant <input type="checkbox"/> Co-Applicant <input type="checkbox"/>	
COMPLETION INSTRUCTIONS FOR APPLICANT				
Complete the Applicant Information for the first Applicant. Mark the appropriate box to indicate whether the Applicant is applying as a Borrower, Guarantor, Cosigner, Grantor (of collateral), or Other for a different capacity. If the Applicant is a married individual, he or she may apply for individual credit. (DO NOT complete Marital Status question below if application is for individual unsecured credit.)				
APPLICANT INFORMATION				
Applicant is a: <input checked="" type="checkbox"/> Borrower <input type="checkbox"/> Guarantor <input type="checkbox"/> Cosigner <input type="checkbox"/> Grantor <input type="checkbox"/> Other				
Name of Applicant (Business Name or Last Name if Individual) <b>LERO</b>		Applicant First Name (If Individual) <b>FRANK</b>		SSN [REDACTED]
Assumed Business Names (If Any) <b>ROCKIN' J SMOKEHOUSE, LLC</b>		Filing Dates	Filing Locations	DBA Name
Check Appropriate Box <input type="checkbox"/> If you are applying for individual credit and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, do not complete the section for marital status. <input type="checkbox"/> If you are applying for individual credit, but are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as the basis for repayment of the credit requested, complete all sections to the extent possible, providing information about the person on whose alimony, support or maintenance payment of income or assets you are relying. <input type="checkbox"/> If you are applying for joint credit with another applicant, complete all sections and attach joint application.				Marital Status (If Individual Borrower) <input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Separated
[REDACTED]				
Mailing Address <b>same</b>				
Principal Office Address (if not listed above) <b>2018 S. BRIDGE ST. BRADY TX 76825 325-792-6677</b>				
State of Organization <b>6/2025</b>	Applicant is a(n): <input type="checkbox"/> Individual <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input checked="" type="checkbox"/> LLC			
SCHEDULE OF COLLATERAL OFFERED BY THIS APPLICANT				
Description	Value	Total Liens	Ownership Status for This Applicant	Creditor Name
		\$	<input type="checkbox"/> Purchase Money <input type="checkbox"/> Presently Owned	
<b>JIR Dyer SMOKER</b>	<b>36,000</b>	<b>\$ 0</b>	<input type="checkbox"/> Purchase Money <input checked="" type="checkbox"/> Presently Owned	
<b>CUSTOM OFFSET SMOKER</b>	<b>18,000</b>	<b>\$ 0</b>	<input type="checkbox"/> Purchase Money <input checked="" type="checkbox"/> Presently Owned	
		\$	<input type="checkbox"/> Purchase Money <input type="checkbox"/> Presently Owned	
		\$	<input type="checkbox"/> Purchase Money <input type="checkbox"/> Presently Owned	

USE ADDITIONAL SHEET IF NECESSARY



**FINANCIAL AND INCOME STATEMENT SUMMARY**

Alimony, Child Support or Separate Maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Total Assets \$ \_\_\_\_\_



Total Annual Income: \$ \_\_\_\_\_

Total Liabilities: \$ \_\_\_\_\_

Total Annual Expenses: \$ \_\_\_\_\_

Net Worth: \$ \_\_\_\_\_

Net Annual Cash Flow: \$ \_\_\_\_\_

☒ See attached financial statements.**RELATIONSHIP INFORMATION - APPLICANT'S HISTORY WITH LENDER**☒ New Customer  
☐ Existing CustomerCustomer Since (MM-YYY): \_\_\_\_\_  
Last Tax Return Date on File: \_\_\_\_\_Last Financial Statement (MM-DD-YYYY): \_\_\_\_\_  
Last Credit Report (MM-DD-YYYY): \_\_\_\_\_  
Last Credit Bureau: \_\_\_\_\_**Liabilities with Lender**Direct: \$ \_\_\_\_\_  
Contingent: \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_**Deposits with Lender**DDA Avg: \$ \_\_\_\_\_  
Other Avg: \$ \_\_\_\_\_  
Total Avg: \$ \_\_\_\_\_**Total Credit with Lender**New Credit: \$ \_\_\_\_\_  
Proposed Total: \$ \_\_\_\_\_**SIGNERS FOR THIS APPLICANT**Name FRANK J. LEROULT Title OWNER Authorized Name Terry Phillips Title CO-OWNER Authorized 

Street Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Authorized \_\_\_\_\_ SSN \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Authorized \_\_\_\_\_ SSN \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

Use additional sheet if necessary.

**APPLICANT'S DECLARATION**

I/we hereby apply for the loan or credit described in this application on behalf of the applicant business. I/we certify that I/we made no misrepresentation in this loan application or in any related documents, that all information is true and complete, and that I/we did not omit any important information. I/we agree that any property securing the loan or credit will not be used for any illegal or restricted purpose. Lender is authorized to verify with other parties and to make any investigation of my/our credit, either directly or through any agency employed by the Lender for that purpose. Lender may disclose to any other interested parties information as to Lender's experiences or transactions with my/our account. I/we understand that Lender will retain this application and any other credit information Lender receives, even if no loan or credit is granted. These representations and authorizations extend not only to Lender, but also to any insurer of the loan and to any investor to whom Lender may sell all or any part of the loan. I/we further authorize Lender to provide any such insurer or investor any information and documentation that they may request with respect to my/our application, credit or loan.

APPLICANT

By: 

By: \_\_\_\_\_

By: 

By: \_\_\_\_\_

**FOR LENDER'S USE ONLY**

Approved By \_\_\_\_\_ Concurrence By \_\_\_\_\_ Committee Date \_\_\_\_\_ Decision Date \_\_\_\_\_

Application Date \_\_\_\_\_ Application No. \_\_\_\_\_ Commitment No. \_\_\_\_\_ Loan No. \_\_\_\_\_

Decision and Comments: ☐ Approved ☐ Denied ☐ Incomplete ☐ Counteroffer ☐ Conditional Approval ☐ Withdrawal ☐ Other \_\_\_\_\_

# **Rockin' J Smokehouse – Business Narrative for Economic Development Council**

## **Introduction**

Rockin' J Smokehouse is a locally owned, Texas-style barbecue business based in Brady, Texas. Founded on the passion for slow-smoked meats, live-fire cooking, and Southern hospitality our brand is built around the idea of bringing people together through food. Our tagline, "Where Smoke Meets Soul," reflects both the craft behind our barbecue and the community spirit we strive to create.

## **Business Concept & Growth Plan**

Our menu features Texas barbecue classics—brisket, sausage, pork, turkey and smoked chicken—alongside creative, handcrafted specials and homemade sides. We are expanding beyond a traditional food truck and outdoor patio seating, by establishing a permanent space that includes: - Air-conditioned dining area for families and guests. Our vision is a family friendly ,BYOB environment that includes a stage for live music, and indoor cornhole boards that encourages community gatherings. This approach ensures that Rockin' J Smokehouse is not just a restaurant, but also a destination for entertainment, family gatherings, and cultural exchange.

## **Economic & Community Impact**

The development of Rockin' J Smokehouse directly supports Brady's economic vitality in several ways: - Job Creation: We estimate hiring a staff of 5-7 full and part time staff that includes; cooks, line staff, and event support personnel, providing stable employment opportunities in our community. - Tourism & Local Attraction: By offering a unique Texas barbecue experience with live music and events, we will attract both locals and visitors from surrounding areas, increasing foot traffic and boosting the local economy. - Community Gathering Space: Our location will serve as a hub for families, local musicians, and small events—strengthening the cultural and social fabric of Brady. - Support for Local Producers: By sourcing ingredients and products locally where possible, we will create ripple effects for area farmers, ranchers, and small businesses.

## **Funding Request & Utilization**

To fully realize this vision, we are seeking support from the Economic Development Council. Requested funds will be invested in: - Facility improvements (dining room, patio, and stage buildout). - Equipment upgrades (smokers, refrigeration, and kitchen equipment). - Marketing and outreach efforts to establish Brady as a must-visit barbecue destination. - Working capital to support staff hiring, training, and initial operations. This funding will accelerate our ability to transition from a small operation into a sustainable, community-oriented business with long-term growth potential.

## **Vision for the Future**

Our goal is to establish Rockin' J Smokehouse as a signature destination in Brady—a place where residents feel at home and visitors make a point to stop. With the support of the Economic Development Council, we will create a thriving small business that generates economic growth, celebrates Texas barbecue traditions, and gives back to the community that supports us.



## Rockin' J Smokehouse - Asset Sheet

Category	Amount (\$)
<b>Current Assets</b>	
Cash on Hand	\$1,000.00
Checking/Savings Account Balances	\$7,833.88
Inventory (meats, sides, disposables)	\$11,500.00
Accounts Receivable	\$0.00
<b>Fixed Assets</b>	
Food Trailer / Equipment	\$107,100.00
Leasehold Improvements	\$35,147.02
Furniture & Fixtures	\$8,100.00
Vehicles	\$30,000.00
Intellectual Property	
<b>Total Assets</b>	<b>\$200,680.90</b>
<b>Current Liabilities</b>	
Accounts Payable	\$0.00
Credit Card Debt	\$0.00
Payroll Liabilities	\$106,600.00
<b>Long-Term Liabilities</b>	
Bank Loans / Equipment Financing	\$0.00
Personal Loans / Notes Payable	\$75,000.00
Lease Obligations	\$30,000.00
<b>Total Liabilities</b>	<b>\$211,600.00</b>
<b>Net Position (Assets - Liabilities)</b>	<b>-\$10,919.10</b>

## Rockin' J Smokehouse - Fixed Asset Sheet

Asset Description	Acquisition Cost (\$)
2016 SDG Food Trailer	\$35,000.00
Oyler	\$35,000.00
Offset Trailer	\$18,000.00
Reach In 1	\$1,500.00
Reach In 2	\$2,500.00
Reach In 3	\$1,500.00
Picnic Tables	\$4,600.00
Tables/Chairs	\$4,500.00
Small Wares	\$2,500.00
Panini Press	\$600.00
Comm. Mixer	\$600.00
Hot Well	\$500.00
Drink Table	\$400.00
Prep Tables	\$600.00
Cut Tables	\$900.00
Kitchen Prep Tables	\$2,500.00
3 Bay Sink	\$1,500.00
Metro Racks	\$2,500.00
<b>Total Fixed Assets</b>	<b>\$115,200.00</b>



# Rockin' J Smokehouse, LLC.

## Profit and Loss

January 1 - October 22, 2025

	TOTAL
Income	
Sales	
Services	43,140.56
<b>Total Income</b>	<b>4,065.00</b>
Cost of Goods Sold	
Cost of goods sold	
Equipment rental - COGS	260.00
Food Supplies	500.00
Supplies & materials - COGS	19,260.93
<b>Total Cost of goods sold</b>	<b>15,211.82</b>
<b>Total Cost of Goods Sold</b>	<b>35,232.75</b>
<b>GROSS PROFIT</b>	<b>\$11,972.81</b>
Expenses	
Advertising & marketing	
Social media	4,452.94
<b>Total Advertising &amp; marketing</b>	<b>48.96</b>
Apparel	476.30
Building Repairs & Improvements	7,780.31
Contract labor	1,126.60
Contributions to charities	692.48
General business expenses	3,936.14
Memberships & subscriptions	180.00
<b>Total General business expenses</b>	<b>4,116.14</b>
Insurance	
Business insurance	810.49
<b>Total Insurance</b>	<b>810.49</b>
Meals	
Meals with clients	259.47
Team meals	102.25
<b>Total Meals</b>	<b>380.24</b>
Office expenses	
Office supplies	1,192.74
Permits	744.99
Small tools & equipment	769.52
Software & apps	1,594.36
<b>Total Office expenses</b>	<b>362.20</b>
Payroll expenses	
Salaries & wages	18,001.89
<b>Total Payroll expenses</b>	<b>18,001.89</b>
Repairs & maintenance	891.29



# Rockin' J Smokehouse, LLC.

## Profit and Loss

January 1 - October 22, 2025

	TOTAL
Supplies	
Supplies & materials	237.77
<b>Total Supplies</b>	<b>5,536.67</b>
Taxes paid	
Payroll taxes	338.66
<b>Total Taxes paid</b>	<b>6,877.13</b>
Travel	
Utilities	74.64
Internet & TV services	50.00
<b>Total Utilities</b>	<b>787.70</b>
<b>Total Expenses</b>	<b>837.70</b>
<b>NET OPERATING INCOME</b>	<b>\$57,705.74</b>
Other Income	
Credit card rewards	50.00
Refund Billing Error	458.27
<b>Total Other Income</b>	<b>\$508.27</b>
Other Expenses	
Vehicle expenses	236.88
Vehicle gas & fuel	2,094.66
Vehicle registration	2,039.25
Vehicle wash & road services	40.50
<b>Total Vehicle expenses</b>	<b>4,411.29</b>
<b>Total Other Expenses</b>	<b>\$4,411.29</b>
<b>NET OTHER INCOME</b>	<b>\$-3,903.02</b>
<b>NET INCOME</b>	<b>\$-49,635.95</b>

# Rockin' J Smokehouse, LLC.

## Balance Sheet

As of October 22, 2025

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Cash	470.00
CHECKING (1600) - 1	26,060.01
Lero Personal	-674.87
<b>Total Bank Accounts</b>	<b>\$25,855.14</b>
<b>Total Current Assets</b>	<b>\$25,855.14</b>
Fixed Assets	
Furniture & fixtures	5,001.58
Tools, machinery, and equipment	27,353.46
Vehicles	2,535.72
<b>Total Fixed Assets</b>	<b>\$34,890.76</b>
<b>TOTAL ASSETS</b>	<b>\$60,745.90</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
Home Depot- Lero personal	7,411.95
Sams Business CC	0.00
<b>Total Credit Cards</b>	<b>\$7,411.95</b>
Other Current Liabilities	
Payroll wages and tax to pay	-7,000.00
Short-term loans from partners	82,700.00
<b>Total Other Current Liabilities</b>	<b>\$75,700.00</b>
<b>Total Current Liabilities</b>	<b>\$83,111.95</b>
<b>Total Liabilities</b>	<b>\$83,111.95</b>
Equity	
Opening balance equity	27,486.39
Retained Earnings	-216.49
Net Income	-49,635.95
<b>Total Equity</b>	<b>\$-22,366.05</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$60,745.90</b>



## Rockin' J Smokehouse - Asset Sheet

Category	Amount (\$)
<b>Current Assets</b>	
Cash on Hand	\$1,000.00
Checking/Savings Account Balances	\$7,833.88
Inventory (meats, sides, disposables)	\$11,500.00
Accounts Receivable	\$0.00
<b>Fixed Assets</b>	
Food Trailer / Equipment	\$107,100.00
Leasehold Improvements	\$35,147.02
Furniture & Fixtures	\$8,100.00
Vehicles	\$30,000.00
Intellectual Property	
<b>Total Assets</b>	<b>\$200,680.90</b>
<b>Current Liabilities</b>	
Accounts Payable	\$0.00
Credit Card Debt	\$0.00
Payroll Liabilities	\$106,600.00
<b>Long-Term Liabilities</b>	
Bank Loans / Equipment Financing	\$0.00
Personal Loans / Notes Payable	\$75,000.00
Lease Obligations	\$30,000.00
<b>Total Liabilities</b>	<b>\$211,600.00</b>
<b>Net Position (Assets - Liabilities)</b>	<b>-\$10,919.10</b>

Performance Agreement

**Promissory Note**

[SEE ATTACHED]

**Exhibit A**  
**PROMISSORY NOTE**

Dated: \_\_\_\_\_, 20\_\_

Frank Jim Lero  
Rockin J Smokehouse LLC  
2018 S Bridge Street  
Brady, TX 76825

Principal Amount \$100,000.00

BEDC Loan No.: 2025-003

1. **PROMISE TO PAY:** For value received, Jim Lero individually and in his capacity as Managing Member, of Rockin J Smokehouse LLC, a Texas Limited Liability company, for itself and d.b.a Rockin J Smokehouse LLC, (the "Borrower"), promises to pay to the order of the Brady Type B Economic Development Corporation, (BEDC, the "Lender"), at Lender's place of business in Brady, McCulloch County, Texas, or such other place as the Lender may from time to time designate, the principal sum of One Hundred thousand dollars and 00/100 (\$100,000.00), the unpaid principal amount, in lawful money of the United States of America, at the interest rate and at the time and in the manner specified herein.
2. **INTEREST RATE:** Two Percent (2.0%) per annum. All past-due amounts shall bear interest at Five Percent (5%) per annum beginning on the 29<sup>th</sup> day after the due date.
3. **PAYMENT SCHEDULE and FORGIVENESS:** Borrower shall begin payments on the 19<sup>th</sup> day of the month after the passage of thirty (30) days from the effective date of this Note, in accordance with the schedule of Amounts as shown in Attachment 1 to this Exhibit A (Payment Schedule). Payment shall thereafter be due on the 19<sup>th</sup> of each month for a period of fifteen (15) years, and an additional late fee shall accrue at 5% per annum for any remaining late amounts, beginning on the twenty ninth (29<sup>th</sup>) day after the due date, if same is not paid by the twenty ninth (29<sup>th</sup>) day. At the end of the fifteen-year period, all of the unearned outstanding balance shall be due at maturity and shall bear interest at the interest rate as stated herein. A portion of this Note shall be forgivable under the following circumstance, and only under the following circumstance:

If a such time the principal amount of the loan remaining unpaid reaches \$60,000, and Borrower has been on schedule under all terms of this Note, then if the Lender makes a formal determination that the Borrower has maintained its job creation and requirement terms pursuant to the Economic Development Performance Agreement between the Parties, specifically that the equivalent of three (3) full time positions as defined therein have been created within fifteen (15) months of completion of the Project under the Performance Agreement and a consistent effort has been made to keep the positions filled, as determined at the sole discretion of Lender, then the remaining \$60,000 principal and any remaining interest on that \$60,000

shall be forgiven and considered a grant, and this Note and the terms hereunder shall terminate of their own accord and the Deed of Trust acting as security hereunder shall be released for all purposes.

4. **PURPOSE:** The purpose of this loan is to provide financing building equipment, along with building improvements of "Rockin J Smokehouse LLC" building located on 2018 S Bridge Street, Brady Texas 76825.
5. **WAIVER:** The Borrower waives demand, presentment for payment, notice of non-payment, protest, notice of intent to accelerate, notice of acceleration, and other notice, filing of suit and diligence in collecting this note or enforcing any security given therefor, and agree to any substitution, exchange, release to the Borrower or third parties or impairment (including but not limited to failure to perfect any security interest) of any security now or hereafter given for this note or the release of any party primarily or secondarily liable hereon. Borrower and all other liable parties on this note further agree that it will not be necessary for the Lender or any holder hereof, in order to enforce payment of this note, to first institute or exhaust its remedies against any maker or other party liable therefor or to enforce its rights against any security for this note and hereby consent to all renewals, extensions, refinancing, accelerations, modifications of interest rate or changes in the time and manner of payment from time to time of this note, and to any other indulgence with respect hereto, without notice of any such renewals, extensions, refinancing, accelerations, modifications of interest rate or changes in the time and manner of payment or any other indulgence.
6. **EVENTS OF DEFAULT:** Subject to the notice and cure provisions as stated in Article VIII in the Economic Development Performance Agreement, if any of the following events of default shall occur, the outstanding balance due Lender according to the terms of this Note and other binding documents shall be due and payable on demand and Lender shall have no further obligation to Borrower under this Note:
  - a) Failure of Borrower to perform any term, covenant or agreement contained in this Note, Economic Development Performance Agreement, or in any related document(s);
  - b) The Lender and/or City of Brady determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Lender in connection with or pursuant to the requirement of this Note was incorrect or misleading in any material respect when made;
  - c) Any judgment is assessed against Borrower or any attachment or other levy against the Facility of Borrower with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of 30 days;
  - d) Borrower makes an assignment for the benefit of creditors; admits in writing

its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Borrower or any substantial part of its property, commences any action relating to Borrower under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Borrower any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing; or Borrower by an act indicated its consent to or approval of any trustee of Borrower or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days;

- e) Borrower knowingly grants, suffers or permits future liens on or security interests in Borrower's assets pledged to Lender, other than Lender, or fails to promptly pay all lawful claims, whether for labor, materials or otherwise which are not being contested by Borrower in good faith;
- f) Borrower substantially changes its present senior management or ownership without written notification to Lender thirty (30) days in advance of such changed; or
- g) Borrower changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

7. **RIGHTS OF LENDER AFTER DEFAULT:** Following an event of default, and after exhausting the notice and cure provisions as stated in Article VIII of the Economic Development Performance Agreement, at the sole election of Lender, without any additional notice, demand or opportunity to cure the default, all of which the Borrower and all other liable parties waive, the Lender may elect to declare the principal sum and all interest on this note immediately due and payable and such principal sum and interest shall then become immediately due and payable, and the Lender may proceed to take possession and to foreclose upon any collateral in any lawful manner permitted by agreement between the parties, in the event of such acceleration, all other indebtedness and obligations owed by the Borrower to the Lender shall at the option of Lender also become at once due and payable. The failure to exercise any option shall not constitute a waiver of the right of the Lender to exercise the option upon the occurrence of any subsequent event of default.
8. **JOINT AND SEVERAL:** All the obligations of this note are the joint and several obligations of Borrower, and all other liable parties.
9. **COSTS OF COLLECTION AND ATTORNEY'S FEES:** If this note is placed in the hands of an attorney for collection or collected through lawsuit, bankruptcy, probate proceedings or any other judicial proceedings, Borrower agrees to pay in addition to all other sums due and payable hereunder costs of collection and a reasonable attorney's fees.

10. **APPLICATION OF PAYMENTS:** Lender shall apply any payment first to interest and then to principal.
11. **SECURITY:** Payment of this note is secured by furniture, fixtures and equipment that the Borrower owns more fully described in the document(s) creating the security interest or lien, which document(s) may be a security agreement, deed of trust and/or other collateral document(s). Collateral securing any other obligation or indebtedness of the Borrower or any other liable party to the Lender may also secure payment of this note.



**LENDER:**

Brady Type B Economic Development Corp.  
106 W. Main  
Brady, Texas 76825

By:

---

Daniel Mendoza  
Executive Director

Attest:

---

Name  
Title

Approved:

---

BEDC Notary

**BORROWER:**

Jim Lero – Rockin J Smokehouse LLC  
2018 S Bridge Street  
Brady, Texas 76825

By:

---

Jim Lero  
Owner

By:

---

Name  
Title

Attest:

---

Name  
Title

**Attachment 1  
to Exhibit A**

**Payment Schedule**

**(to be created based upon date of execution)**

## **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

This Performance Agreement ("Agreement") is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Brady Type B Economic Development Corporation, located in McCulloch County, Texas (hereinafter called "BEDC"), a Texas non-profit economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act and Jim Lero, d.b.a. Rockin J Smokehouse LLC, a Texas Sole Proprietorship (hereinafter called "Rockin J Smokehouse LLC") otherwise known as the "Parties" to this Agreement.

### **RECITALS**

**WHEREAS**, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

**WHEREAS**, Section 501.158 of the Act requires a performance agreement to provide at a minimum a capital investment to be made as consideration for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

**WHEREAS**, ROCKIN J SMOKEHOUSE LLC desires to purchase of equipment along with building improvement of building located at 2018 S Bridge Street, Brady, Texas 76825; and

**WHEREAS**, the BEDC Board of Directors finds that such improvements, as proposed, is required or suitable for use to promote or develop new or expanded business enterprises that creates or retains primary jobs in accordance with Texas Local Government Code § 505.155; and

**WHEREAS**, such improvements will contribute to the economic development of the City of Brady by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Brady, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

**WHEREAS**, the BEDC desires to offer an incentive to ROCKIN J SMOKEHOUSE LLC to enable ROCKIN J SMOKEHOUSE LLC to purchase equipment, and building improvement for Rockin J Smokehouse LLC located at 2018 S Bridge Street, Brady, Texas pursuant to this Agreement in substantial conformity with the Act; and

**WHEREAS**, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

**WHEREAS**, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

## **ARTICLE I RECITALS**

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

## **ARTICLE II AUTHORITY AND TERM**

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the BEDC. The BEDC acknowledges that ROCKIN J SMOKEHOUSE LLC is acting in reliance upon the BEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties, or in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between ROCKIN J SMOKEHOUSE LLC and the BEDC for the granting funds to cover certain costs associated with the Project as defined in Article III of this Agreement, as well as to specifically state the covenants, representations of the Parties, and the incentives associated with ROCKIN J SMOKEHOUSE LLC commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and ROCKIN J SMOKEHOUSE LLC as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by ROCKIN J

SMOKEHOUSE LLC may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC.

4. Administration of Agreement. Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

### **ARTICLE III DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as an ongoing business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Default”, unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to this Agreement.

“Expiration Date” shall mean the earlier of:

1. The 5<sup>th</sup> anniversary of the date upon which the ROCKIN J SMOKEHOUSE LLC receives the funding under this Agreement; or
2. The date of termination provided for under Article VII of this Agreement.

“Facility” shall mean the building located at 2018 S Bridge Street, Brady, Texas, 76825.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Project” shall mean the purchase of equipment, building renovations, and building located at 2018 S Bridge Street, Brady, Texas 76825.

## **ARTICLE IV BEDC OBLIGATION**

### **1. Loan.**

- (a) The BEDC shall enter into a loan agreement with ROCKIN J SMOKEHOUSE LLC for the purchase of equipment, building improvements, and building located at 2018 S Bridge Street, Brady, Texas 76825 pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$100,000.00 at 2.0% interest per annum for a period of Fifteen (15) years, with payment being due on the 19<sup>th</sup> of each month, and a 5% late fee being incurred after the 11th day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.
- (b) A portion of this loan will be forgivable, as specified in the Promissory Note, if Rockin J Smokehouse LLC complies with certain terms of this performance Agreement.

2. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the BEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

## **ARTICLE V PERFORMANCE OBLIGATIONS OF ROCKIN J SMOKEHOUSE LLC**

The obligation of the BEDC to pay funds under this Agreement shall be conditioned upon ROCKIN J SMOKEHOUSE LLC's continued compliance with, and satisfaction of each of, the performance obligations set forth in this Agreement.

### **2. Loan.**

- (a) ROCKIN J SMOKEHOUSE LLC shall enter into a loan agreement with BEDC pursuant to the attached Promissory Note, as executed concurrently with this document and made a part hereof for all purposes. Such loan to be in the amount of \$100,000.00 at 2.0% interest for a period of fifteen (15) years, with payment being due on the 19<sup>th</sup> of each month, and a 5% late fee being incurred after the 11<sup>th</sup> day of the month and other terms as identified in that Promissory Note, as shown in Exhibit A, hereto, and made a part hereof for all purposes.

3. Job Creation. ROCKIN J SMOKEHOUSE LLC shall create and maintain the equivalent of two (2) full time positions within one (1) year of the execution of this document.

4. Certified Payroll. ROCKIN J SMOKEHOUSE LLC agrees that during the course of this agreement, it shall provide to BEDC a certified payroll on a quarterly basis in January, April, July and October of each year showing that the jobs as created in Section 4 above are retained or that there has been a consistent effort to keep these positions filled.

5. Continual Operation of the Project. Commencing upon the effective date of this agreement and continuing throughout the term of the Agreement, ROCKIN J SMOKEHOUSE LLC shall remain in continual operation. Continual operation shall mean that the Facility is open for business to the public for a minimum of 24 hours per week during the term of this Agreement. Failure to be in continual operation during the term of this Agreement shall void the BEDC obligations under Article IV.1 of this Agreement. In addition, failure of ROCKIN J SMOKEHOUSE LLC to remain in continual operation shall result in the have the obligation to repay any monies previously paid to ROCKIN J SMOKEHOUSE LLC within thirty (30) days of the written demand by the BEDC and the repayment requirements shall survive the Agreement termination.

6. Payment of Legal Fees. ROCKIN J SMOKEHOUSE LLC shall reimburse the BEDC for the reasonable and necessary legal fees in the preparation of any amendment to this Agreement requested by ROCKIN J SMOKEHOUSE LLC. Timely payment shall be made within thirty (30) days of submittal of an invoice to ROCKIN J SMOKEHOUSE LLC by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

## **ARTICLE VI COVENANTS AND DUTIES**

1. ROCKIN J SMOKEHOUSE LLC's Covenants and Duties. ROCKIN J SMOKEHOUSE LLC makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Articles V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by ROCKIN J SMOKEHOUSE LLC.

- (a) ROCKIN J SMOKEHOUSE LLC is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas, with the Texas Comptroller of Public Accounts, and the United States of America during any term of this Agreement.
- (b) The individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of any agreement or instrument to which ROCKIN J SMOKEHOUSE LLC is a party to or by which it may be bound.

- (c) ROCKIN J SMOKEHOUSE LLC is not a party to any Bankruptcy proceedings currently pending or contemplated, and ROCKIN J SMOKEHOUSE LLC has not been informed of any potential involuntary Bankruptcy proceedings.
- (d) To its current, actual knowledge, ROCKIN J SMOKEHOUSE LLC has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Brady and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
- (e) ROCKIN J SMOKEHOUSE LLC shall timely and fully comply with all the terms and conditions of this Agreement.
- (f) ROCKIN J SMOKEHOUSE LLC agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Brady and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.
- (g) ROCKIN J SMOKEHOUSE LLC shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.
- (h) During the term of this Agreement, ROCKIN J SMOKEHOUSE LLC agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), ROCKIN J SMOKEHOUSE LLC shall be in Default (subject to the remedies in Article V above).
- (i) ROCKIN J SMOKEHOUSE LLC shall not be in arrears and shall be current in the payment of all City and State taxes and fees.
- (j) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
- (k) Under Texas Law, the BEDC may not enter into a contract with a ROCKIN J SMOKEHOUSE LLC for goods and services unless the contract contains a written verification from the ROCKIN J SMOKEHOUSE LLC that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, ROCKIN J SMOKEHOUSE LLC hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the ROCKIN J SMOKEHOUSE LLC hereby certifies that it is not a ROCKIN J SMOKEHOUSE LLC identified under Texas Government Code, Section 2252.152 as a ROCKIN J SMOKEHOUSE LLC engaged in business with Iran, Sudan, or Foreign Terrorist Organization.



2. BEDCs' Covenants and Duties. BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.

3. Compliance and Default. Failure by ROCKIN J SMOKEHOUSE LLC to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the BEDC the right to terminate this Agreement or void any of its relevant obligations under the Agreement.

## **ARTICLE VII TERMINATION**

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by ROCKIN J SMOKEHOUSE LLC (at the option of the BEDC);
- (d) Failure under the Promissory Note~~E~~ by the parties to those agreements "Integrated Parties" (at the option of the BEDC).

## **ARTICLE VIII DEFAULT & REMEDIES**

1. ROCKIN J SMOKEHOUSE LLC Events of Default.

- (a) Failure of ROCKIN J SMOKEHOUSE LLC to perform any term, covenant or agreement contained in Articles V and VI; or
- (b) Any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against ROCKIN J SMOKEHOUSE LLC or the Integrated Parties, or any attachment or other levy against the property of ROCKIN J SMOKEHOUSE LLC or the Integrated Parties with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of sixty (60) days; or
- (d) ROCKIN J SMOKEHOUSE LLC or any of the Integrated Parties, makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of ROCKIN

J SMOKEHOUSE LLC or the Integrated Parties or any substantial part of its/their property, commences any action relating to ROCKIN J SMOKEHOUSE LLC or the Integrated Parties under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against ROCKIN J SMOKEHOUSE LLC or the Integrated Parties any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or ROCKIN J SMOKEHOUSE LLC or the Integrated Parties by any act indicates its consent to or approval of any trustee of ROCKIN J SMOKEHOUSE LLC or the Integrated Parties or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

(e) ROCKIN J SMOKEHOUSE LLC substantially changes its present ownership without written notification to BEDC within thirty (30) days of such change, provided however, ROCKIN J SMOKEHOUSE LLC may cure such failure by providing the requisite written notification prior to BEDC exercising its right to terminate this Agreement; or

(f) ROCKIN J SMOKEHOUSE LLC materially changes the general character of business from the type of business on the date hereof.

2. BEDC Events of Default.

(a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default.

(a) For BEDC any remedy as provided for in this Agreement.

(b) ROCKIN J SMOKEHOUSE LLC's sole remedy under this Agreement is specific performance for BEDC's default of its obligation under Section IV of this Agreement.

## **ARTICLE IX MISCELLANEOUS**

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The BEDC represents and warrants to ROCKIN J SMOKEHOUSE LLC that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. ROCKIN J SMOKEHOUSE LLC represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. ROCKIN J SMOKEHOUSE LLC shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the BEDC, which approval shall not be unreasonably withheld, conditioned or delayed. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve ROCKIN J SMOKEHOUSE LLC of any liability to the BEDC, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance of performance including the deposit or provision of reasonable financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, ROCKIN J SMOKEHOUSE LLC at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by ROCKIN J SMOKEHOUSE LLC respectively will be independent contractors of ROCKIN J SMOKEHOUSE LLC; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by ROCKIN J SMOKEHOUSE LLC respectively under this Agreement, unless any such claims are due to the fault of the BEDC.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of

a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for BEDC:

Brady Type B Economic Development Corporation  
106 W. Main  
Brady, Texas 76825  
Attn: Executive Director

With a copy to:

Denton, Navarro, Rocha, Bernal, & Zech PC  
Attention: Charles E. Zech  
2500 W. William Cannon  
Austin, TX 78745

If to the ROCKIN  
J SMOKEHOUSE LLC:

Jim Lero, d.b.a. ROCKIN J SMOKEHOUSE LLC, a  
Texas Sole Proprietorship  
Attn: Jim Lero  
2018 S Bridge Street  
Brady, TX 76825

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

- (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of McCulloch County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the ROCKIN J SMOKEHOUSE LLC.

8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.

10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

14. Indemnification.

**ROCKIN J SMOKEHOUSE LLC AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BRADY ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVERPAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF ROCKIN J SMOKEHOUSE LLC TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BRADY, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NONPERFORMANCE BY ROCKIN J SMOKEHOUSE LLC UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT ROCKIN J SMOKEHOUSE LLC**

**SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO ROCKIN J SMOKEHOUSE LLC HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.**

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the ROCKIN J SMOKEHOUSE LLC, the ROCKIN J SMOKEHOUSE LLC shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGE FOLLOWS]

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**JIM LERO, D.B.A. ROCKIN J SMOKEHOUSE  
LLC, A TEXAS SOLE PROPRIETORSHIP**

By: \_\_\_\_\_

Name:

Title:

STATE OF TEXAS                    }  
COUNTY OF MCCULLOCH        }

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ for the Jim Lero, d.b.a. ROCKIN J  
SMOKEHOUSE LLC, a Texas Sole Proprietorship.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's typed or printed name

\_\_\_\_\_  
My commission expires

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BRADY TYPE B ECONOMIC  
DEVELOPMENT CORPORATION (BEDC)**

By: \_\_\_\_\_

Name: Daniel Mendoza

Title: Executive Director, Brady Type B EDC

STATE OF TEXAS }  
COUNTY OF MCCULLOCH }

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Daniel Mendoza for the Brady Type B Economic Development Corporation, a Texas non-profit economic development corporation on behalf of said corporation.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires \_\_\_\_\_