

Falcon International Bank  
 5219 McPherson Rd  
 Laredo, TX 78041-7306

# Commercial Loan Application

**Important Applicant Information:** Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

(Creditor Name, Address and Telephone Number)

1. TYPE OF CREDIT REQUESTED.			
<input type="checkbox"/> <b>Joint Credit Requested:</b> We intend to apply for joint credit. (initials) _____			
<input checked="" type="checkbox"/> New Credit <input type="checkbox"/> Refinance or Consolidation <input type="checkbox"/> Renewal/Extension (No New Advances) <input type="checkbox"/> Renewal with New Advance <input type="checkbox"/> Modification	<i>For refinance/consolidation, renewal, extension or modification only</i>		
	<b>Loan Number</b>	<b>Balance</b>	<b>Lender Name and Address</b>
	1.	\$	1.
	2.	\$	2.
	3.	\$	3.
<input type="checkbox"/> See Addendum for additional credits			+

2. APPLICANT. Applicant General Information.		
Legal Name HYG HOMES LLC	Organizational Form, Where and When Organized (ex., Corporation, Delaware, 1984) HYG HOMES LIMITED LIABILITIES COMPANY, SAN ANTONIO, TEXAS 2021	
<input type="checkbox"/> Franchise, in full force and without defaults, with (Name of Franchiser)		
Name(s) of Affiliated Entities		
Current Tradename(s) <span style="float: right;">Other Tradenames Used in Last 10 Years</span>		
Local Address 84 NE LOOP 410 STE 252 SAN ANTONIO, TEXAS 78216	Principal Executive Office Address 84 NE LOOP 410 STE 252 SAN ANTONIO TX	
Phone No: 210 966 2025	Phone No: 210 966 2025	
Fax No:	Fax No:	
Tax Identification Number 30-1268670	Nature of Business Land Subdivision	NAICS Code 237210
Principals' Names, Addresses, Position Title and Social Security Numbers CARLOS EDUARDO GARZA HERRERA, GENERAL MANAGER SILVESTRE GUERRERO #46, 5 DE DICIEMBRE, MORELIA, MICHOACAN 58280, MEXICO		
Accountant Name, Address, and Phone Number SARA CRAWFORD, CORREA CRAWFORD & ASSOCIATES, 84 NE LOOP 410 STE 252, SAN ANTONIO, TEXAS, 210 618 5921		
Financial Statements. (Check all that apply and attach statements to this application.)		
Fiscal Year _____ Calendar Year _____		
<input checked="" type="checkbox"/> Financial Statements covering 2021 to _____		
<input type="checkbox"/> Accounts Receivable Schedule covering _____ to _____		
<input type="checkbox"/> Inventory Schedule covering _____ to _____		
<input checked="" type="checkbox"/> Income Tax/Informational Returns for tax years 2021		
<input type="checkbox"/> Other (Specify) _____		
Other Statements. (Check all that apply and attach statements to this application.)		
<input type="checkbox"/> Business Plan dated _____		
<input checked="" type="checkbox"/> Project Plans & Specifications <input type="checkbox"/> Project Budget dated _____		
<input type="checkbox"/> Franchise Agreement, FTC Franchiser Disclosure Statement		
<input type="checkbox"/> List of outstanding judgments or threatened lawsuits, arbitration, or other proceeding against loan applicant.		
<input type="checkbox"/> Other (Articles of Incorporation, Resolutions, etc.) _____		

**3. LOAN REQUEST AND SOURCES OF REPAYMENT.**

Amount Requested \$ 200,000.00

Commercial Purpose Credit  
 Agricultural Purpose Credit

Use of Proceeds (Brief Description of Intended Use):  
 TO FINANCE 50% OF THE PURCHASE PRICE OF  
 A 3.97 ACRES TRACT OF LAND LOCATED AT  
 PATTY LANE, SAN ANTONIO, TEXAS.

Loan Advances (Choose One)  
 Single Advance/Closed End  
 Revolving Draw Line of Credit  
 Draw Loan  
 Construction/Permanent Loan  
 Revolving Draw Construction Line of Credit  
 Draw Construction Loan

Loan Payment (Choose One)  
 Principal and Interest  
 Principal, plus Interest  
 Interest Only  
 Single Payment  
 Other (describe)

Requested Payment Amount \$ 2,384.92 (PRINCIPAL AND INTEREST)  with Balloon \$ \_\_\_\_\_

Requested First Payment Date SEPTEMBER 2022 Requested Loan Term 10 years

Payment Frequency (if Installment)  Monthly  Quarterly  Semi-Annually  Other (describe) \_\_\_\_\_

Requested Interest Rate  Fixed  Variable Index (If Variable) 7.50%, JP MORGAN CHASE PRIME + 2.00% FLOATING, FLOOR OF 7.50%

List of primary and secondary sources of repayment for this Credit:

**4.  LOAN SECURITY. The requested loan will be secured. (Complete this section if checked)**

All loan proceeds will be for purchase of collateral.  \$ \_\_\_\_\_ of the proceeds will be for purchase of collateral.

Description of purchase money collateral: 3.97 ACRES TRACT OF LAND PATTY LANE, SAN ANTONIO, TEXAS  
 Appraised value of purchase money collateral \$ \_\_\_\_\_

Brief description of non-purchase money collateral: \_\_\_\_\_  
 Appraised value \$ \_\_\_\_\_

Description of current property insurance on non-purchase money collateral  
 Type: \_\_\_\_\_ Deductible: \_\_\_\_\_  
 Coverage: \_\_\_\_\_ Term: \_\_\_\_\_

Liens on collateral (List any collateral with liens on it, the amount of underlying debt, the names and addresses of collateral's lienholders)  
CARLOS EDUARDO GARZA HERRERA AND CONSTRUCTORA HYG BAJIO SAPI DE CV

Non-Applicant owners of collateral. Attach a separate list with name(s), address(es), and phone number(s) of any other owner(s) of the collateral.

**5.  LOAN GUARANTY. The requested loan will be guaranteed. (Complete this section if checked)**

Legal name CARLOS EDUARDO GARZA HERRERA AND CONSTRUCTORA HYG BAJIO SAPI DE CV

Address  
SILVESTRE GUERRERO #46, 5 DE DICIEMBRE, MORELIA, MICHOACAN 58280, MEXICO

Phone No: \_\_\_\_\_

Guarantor or affiliate were declared bankrupt within the last 10 years.  
 There are outstanding judgments against Guarantor. (Attach Summary)  
 On a separate sheet, list each threatened or pending lawsuit, arbitration, or other proceeding and its amount claimed.

Guarantor Financial Statements. If checked, Guarantor is an entity and will provide financial statements upon request by Lender.

Security. Brief description of collateral to secure this guaranty 3.97 ACRE TRACT OF LAND PATTY LANE, SAN ANTONIO, TEXAS  
 Appraised value of guaranty collateral \$ \_\_\_\_\_

Description of current property insurance on existing collateral  
 Type: \_\_\_\_\_ Deductible: \_\_\_\_\_  
 Coverage: \_\_\_\_\_ Term: \_\_\_\_\_

Liens on collateral (List any collateral with liens on it, the amount of underlying debt, and the names and addresses of collateral's lienholders):

Non-Guarantor owners of collateral. If checked, attach a separate list with the name(s), address(es), and phone number(s) of any other owner(s) of the collateral.

**Equal Credit Opportunity Notice**

<p><b>CREDIT DENIAL NOTICE.</b> If your gross revenues were \$1,000,000 or less in your previous fiscal year, or you are requesting trade credit, a factoring agreement, or similar types of business credit in this Commercial Loan Application, and if your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement please contact (Name, address, and telephone number of the person or office from which the statement of reasons can be obtained):</p> <p>Falcon International Bank                  5219 McPherson Rd.                  Laredo, Texas 78041-7306                  (956) 723-2265</p> <p>within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The notice that follows describes additional protections extended to you.</p>	<p><b>NOTICE:</b> The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:</p> <p>FDIC CONSUMER RESPONSE CENTER                  1100 Walnut St., Box #11                  Kansas City, Missouri 64106</p>
--	---

**Notices, Consent and Signatures**


**Important Applicant Information:** Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**SIGNATURES.** By signing below, Loan Applicant submits this application and the information provided on all accompanying financial statements and schedules for the purpose of obtaining credit and represents that the information submitted is accurate and complete. Loan Applicant acknowledges that representations made in this application will be relied on by Lender in evaluating this application and, if approved, in extending credit. Loan Applicant represents that none of the parties named in this application have relied on advice from the Lender in applying for or receiving any credit. Loan Applicant acknowledges that Lender has not made any commitment to approve this application and extend credit, unless otherwise agreed to in writing. Lender is authorized to conduct any inquiries it decides are necessary to verify the accuracy of the information contained in this application and to use any reasonable method to determine the creditworthiness of the Loan Applicant. Lender is also authorized to answer any questions from others about Lender's credit experience with the parties in this application. Loan Applicant will promptly notify Lender of any subsequent changes which would affect the accuracy of this application, and will provide all documents and information that Lender decides are necessary to complete this application. Loan Applicant authorizes Lender to retain this application, whether or not Lender approves any extension of credit. Any intentional misrepresentation of the information contained herein could result in criminal action under federal law.

In addition, each individual signing below authorizes the Creditor to check their individual credit account and employment history and have a credit reporting agency prepare a consumer credit report on them.

HYG HOMES LLC  
 \_\_\_\_\_  
 Applicant Name

By X  \_\_\_\_\_ 03/18/2022 \_\_\_\_\_ Sole Administrator  
 for Applicant CARLOS E. GARZA HERRERA Date Title

By X \_\_\_\_\_  
 for Applicant \_\_\_\_\_ Date Title

For Creditor's Use Only					
Date Application Received	Received By	Decision <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Decision By	Date of Notification	Notification Given <input type="checkbox"/> Email or Text <input type="checkbox"/> Face-To-Face <input type="checkbox"/> Mail or Fax <input type="checkbox"/> Telephone
HMDA Reportable <input type="checkbox"/> Yes <input type="checkbox"/> No	Census Tract	Account No. or HMDA ULI		Instruction: If this application for credit is HMDA reportable and one or more applicants are a natural person, have the separate HMDA Demographic Information form completed. Even if HMDA-reportable, do not complete the HMDA Demographic Information form for any guarantor.	
The HMDA Demographic information was provided through:					
<input type="checkbox"/> Mail or Fax <input type="checkbox"/> Email or Internet <input type="checkbox"/> Telephone Interview <input type="checkbox"/> Face-To-Face Interview (includes Electronic Media with Video Component)					

**Falcon International Bank**

Laredo, Texas, E.U.A.

Laredo, Texas, U.S.A.

**PROMISSORY NOTE**

**PAGARE**

Fecha: \_\_\_\_\_ de Agosto del 2022

Date: August 3, 2022

Importe \$200,000.00

Amount \$200,000.00

Por este PAGARE nos obligamos en forma incondicional a pagar a la orden de Falcon International Bank, en su domicilio ubicado en 5219 McPherson Rd., Laredo, Webb County. Texas 78041, E.U.A., la suma de

By means of this PROMISSORY NOTE, we promise unconditionally to pay to the order of Falcon International Bank, at its address at 5219 McPherson Rd., Laredo, Webb County, Texas 78041, U.S.A., the sum of

Doscientos Mil con 00/100 dólares moneda de los E.U.A. de Norte América.

Two Hundred Thousand and 00/100 Dollars in legal and lawful money of the U.S.A.

Este pagaré será pagadero (119) pagos de \$2,384.92 que incluyen interés y capital iniciando el de Septiembre de 2022 y contnuando mensualmente y un pago final del saldo insoluto de capital mas interés acumulados con vencimiento y pagadero el de Agosto de 2032.

This note shall be payable as follows: (119) payments of \$2,384.92 principal plus accrued interest beginning September , 2022 and continuing monthly with a final payment of the unpaid principal plus accrued interest due and payable on August , 2032

El importe de este PAGARE causará intereses a partir de esta fecha a razón del 7.50%\* por ciento anual sobre saldos insolutos, dichos intereses serán calculados sobre la base de un año de 360 días por los días actualmente transcurridos.

The amount of this PROMISSORY NOTE shall bear interest from date at the rate of 7.50%\* percent per annum on unpaid balances. Said interest shall be calculated on the basis of 360 days per year and actual days elapsed.

Cada pago será abonado primeramente en liquidación de intereses devengados y el remanente se aplicará al principal.

Each payment shall be credited first to the discharge of accrued interest and the balance to the reduction of principal.

Queda expresamente aclarado que la falta de pago oportuno de cualquier parte de este PAGARE causará que el pagaré venza en su totalidad a la elección del tenedor.

It is expressly provided that upon default in the timely payment of any part of this note, the entire indebtedness evidenced hereby shall be matured at the option of the holder.

Todos los pagos del principal o intereses serán realizados en moneda de los Estados Unidos de Norteamérica en fondos inmediatamente disponibles, libres de todo impuesto o de cualquier otra deducción impuesta por cualquier entidad nacional o extranjera.

All payments of principal and interest shall be made in currency of the United States of America in immediately available funds free and clear of all taxes or other deduction levied or assessed by any domestic or foreign entity.

Todos los pagos vencidos del principal e intereses de este pagaré causarán intereses a razón del 18.00% por ciento anual o a la tasa máxima permitida por la ley.

All past due principal and interest on this note shall bear interest at the rate of 18.00% percent per annum or at the maximum rate allowed by law.

En caso de la interposición de una demanda judicial para exigir el pago de la suma principal de este PAGARE e intereses devengados, en su caso, cada suscriptor conviene en pagar la cantidad adicional por concepto de gastos y honorarios de abogados que los tribunales determinen razonables. Renunciamos a recibir protesto, notificación de demanda, o cualquier otro tipo de notificación.

In the event of commencement of suit to enforce payment of this note, and accrued interest, if any, each maker agrees to pay such additional sum for expenses and attorney's fees as the court may adjudge reasonable. We hereby waive protest, demand, or notice of whatsoever nature.

En caso de interposición de cualquier acción legal o procedimiento relacionado con este PAGARE, la suscriptora, el tenedor y cualesquier otros signatarios de este PAGARE expresamente se someten a cualquier tribunal de los Estados Unidos de América, o a los tribunales de la Ciudad de México, Distrito Federal, Estados Unidos Mexicanos, o a los tribunales de Monterrey, Nuevo León, o a los tribunales de Guadalajara, Jalisco, o a cualquier tribunal de los Estados Unidos Mexicanos, o a los tribunales del domicilio de(los) suscriptor(es), a elección del tenedor de este pagaré, por lo que runcian expresamente a cualquier otra jurisdicción a que pudieren tener derecho, incluyendo de manera enunciativa y no limitativa, toda jurisdicción por razón de sus actuales o futuros domicilios, o por razón del lugar de pago de esta PAGARE.

For any legal action or proceeding with respect to this PROMISSORY NOTE, the maker, the holder hereof and any other signatories of this PROMISSORY NOTE expressly submit themselves to any court of the United States of America, or the courts of the City of Mexico, Federal District, United Mexican States, or to the courts of Monterrey, Nuevo Leon, or the courts of Guadalajara, Jalisco, or to any court of the United Mexican States, or the courts of the domicile of the Maker, at the election of the holder hereof, wherefore they waive expressly any other jurisdiction to which they might have a right, including but not limited to, jurisdiction by reason of their present or future domiciles or by reason of the place of payment of this PROMISSORY NOTE.

El presente PAGARE se firma, tanto en inglés como en español, siendo ambas versiones obligatorias para las partes; quedando entendido, sin embargo, que en caso de duda respecto a la interpretación y entendimiento adecuado de este pagaré, el texto en inglés prevalecerá en todo caso, con la salvedad de que el texto en español será el que rija en cualquier acción o procedimiento legal que se siga en relación con este PAGARE en los Estados Unidos Mexicanos o en cualquiera de sus entidades políticas.

This PROMISSORY NOTE has been executed in both English and Spanish versions, both of which shall bind the parties provided, however, that in the case of doubt as to the proper interpretation and construction of this PROMISSORY NOTE, the English text shall be controlling in all cases, except that the Spanish text shall be controlling in any legal action or proceeding brought with respect to this PROMISSORY NOTE in the courts of the United Mexican States or any political subdivision thereof.

Toda diligencia, presentación, demanda, protesto o aviso de falta de pago o de rechazo de este PAGARE quedan en este acto renunciados. La falta de ejercicio por el tenedor de este PAGARE de cualquier de sus derechos derivados del mismo en cualquiera instancia no constituirá una renuncia a tales derechos en esa o en cualquier otra instancia.

Diligence, presentment, demand, protest or notice of non-payment or dishonor with respect to this promissory note are hereby waived. The failure of the holder hereof to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

\* 2.00% sobre la Tasa Prima JP Morgan Chase. Flotante, siendo el mínimo 7.50%

\*2.00% over JP Morgan Chase Prime Floating, Floor Rate of 7.50%

HYG Homes, LLC  
a Texas limited liability company  
By: Constructora HYG del Bajío  
SAPI de CV, Member/Manager

  
\_\_\_\_\_  
Carlos Eduardo Garza Herrera,  
Administrador Unico