

19-08-11206

CAUSE NO. _____

TINKER ROAD SERVICES, LLC	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
v.	§	MONTGOMERY COUNTY, TEXAS
	§	
SPORTS PRO DEVELOPMENT, LLC,	§	
JUAN CARLOS PADILLA AZARCOYA and	§	Montgomery County - 410th Judicial District Court
KARLA MARIA PAMANES FERNANDEZ	§	
Defendants.	§	____ JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

TINKER ROAD SERVICES, LLC, Plaintiff herein, files this Plaintiff’s Original Petition and Request for Disclosure, complaining of SPORTS PRO DEVELOPMENT, LLC, JUAN CARLOS PADILLA AZARCOYA, and KARLA MARIA PAMANES FERNANDEZ, Defendants herein, and for cause of action would show the Court as follows:

I. SUMMARY OF THE CASE

1. This case concerns a concerted effort by the named Defendants to induce Plaintiff—and likely other lenders like Plaintiff—to loan monies to Defendants based on Defendants’ assurance and promise that not only will such monies be timely repaid, but that the collateral securing such loaned monies will be properly maintained by Defendants. In reality, Defendants’ own conduct reveals that Defendants never intended to keep such promises. Instead, Defendants concocted a fraudulent scheme to induce Plaintiff—and likely other lenders like Plaintiff—to provide loan funding to Defendants without adequate collateral or timely repayment.

II. DISCOVERY CONTROL PLAN AND REQUEST FOR DISCLOSURE

2. The Discovery Control Plan of Rule 190.3 (Level 2) of the Texas Rules of Civil Procedure applies.

3. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendants are hereby requested to disclose within 50 days of service of this request, the information, and material described in Rule 194.2.

II. STATEMENT OF RELIEF SOUGHT

4. Plaintiff seeks monetary relief over \$200,000 but no more than \$1,000,000.

III. PARTIES

5. Plaintiff TINKER ROAD SERVICES, LLC (“Tinker”) is a Texas limited liability company doing business in Montgomery County, Texas.

6. Defendant SPORTS PRO DEVELOPMENT, LLC (“SPD”) is a Texas limited liability company conducting business in the State of Texas and doing business in Montgomery County, Texas. SPD may be served with process by serving its registered agent, JAMBRINA CPA, PC, at 433 North Loop W, Houston, Texas 77008, or wherever it may be found.

7. Defendant JUAN CARLOS PADILLA AZARCOYA (“Padilla”) is an individual residing in the State of Texas, doing business in Montgomery County, Texas, and may be served with process at 29980 FM 2978. Apt 3207, Magnolia, TX 77354, or wherever he may be found.

8. Defendant KARLA MARIA PAMANES FERNANDEZ (“Pamanes”) is an individual residing in the State of Texas, doing business in Montgomery County, Texas and may be served with process at 29980 FM 2978. Apt 3207, Magnolia, TX 77354, or wherever she may be found.

9. Padilla and Pamanes are husband and wife.

IV. VENUE AND JURISDICTION

10. Venue is proper in Montgomery County pursuant to Section 15.035 of the Texas Civil Practice and Remedies Code in that the promissory notes, guarantees, and other loan

documents made the basis of this suit were executed in Montgomery County, Texas and recite payment thereof in Montgomery County, Texas, and one or more Defendants conducts business in Montgomery County, Texas.

11. This Court has jurisdiction over this action in that it is based on contract and the damages sought exceed the minimum jurisdiction of this Court.

12. This Court has personal jurisdiction over Defendants because SPD is registered to conduct, and does conduct, business in the State of Texas, and because Padilla and Pamanes are residents of the State of Texas.

V. FACTS

(i) *The April 2019 Note and the Special Warranty Deed*

13. On or about April 11, 2019, SPD, Padilla, and Pamanes executed that certain Promissory Note and Security Agreement (the “April 2019 Note”) to pay to the order of Tinker the principal sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), together with interest, on or before May 31, 2019, and guaranteed by Padilla and Pamanes. A true and correct copy of the April 2019 Note is attached hereto as Exhibit “A” and incorporated herein by reference the same as if fully copied and set forth at length. Tinker is the legal owner and holder of the April 2019 Note.

14. The April 2019 Note was secured by that certain Special Warranty Deed, dated April 11, 2019, executed by Padilla and Pamanes, to secure Tinker in the payment of the April 2019 Note, covering that certain real property situated in Montgomery County, Texas referred to as the “Collateral”,¹ and said property being further described as follow:

¹ The Collateral—which on information and belief was once the residence of Padilla and Pamanes—has remained unoccupied since approximately October 2018.

LOT THIRTY-ONE (31), OF THE WOODLANDS, VILLAGE OF STERLING RIDGE, SECTION TWENTY (20), A SUBDIVISION OF 23.01 ACRES OF LAND LOCATED IN THE A. SMITH SURVEY, A-499 AND THE ISAAC MANSFIELD SURVEY, A-344, MONTGOMERY COUNTY, TEXAS, MORE COMMONLY KNOWN AS 6 DESERT ROSE PLACE, THE WOODLANDS, TEXAS 77382.

A true and correct copy of the Special Warranty Deed is attached hereto as Exhibit “B” and incorporated herein by reference the same as if fully copied and set forth at length.

(ii) **The May 2019 Note**

15. On or about May 14, 2019, SPD executed and delivered to Tinker that certain Promissory Note dated May 14, 20189 (the “May 2019 Note”) in which SPD promised to pay to the order of Tinker the principal sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), together with interest, on or before May 20, 2019, and guaranteed by Padilla. A true and correct copy of the May 2019 Note is attached hereto as Exhibit “C” and incorporated herein by reference the same as if sully copied and set forth at length. Tinker is the legal owner and holder of the May 2019 Note.

(iii) **Defendants’ default on the April 2019 Note and May 2019 Note**

16. Subsequent to the execution of the April 2019 Note, the Special Warranty Deed and the May 2019 Note, SPD, Padilla, and Pamanes respectively defaulted upon their obligation by failing to pay the April 2019 Note and the May 2019 Note pursuant to their terms. Following said default, several demands for payment were made on Defendants.

17. Between May 2019 and the filing of the instant suit, Tinker received from SPD past-due payments in the collective amount of ONE HUNDRED THIRTY-FIVE DOLLARS AND NO 00/100 DOLLARS (\$135,000.00). Thereafter, Padilla—across multiple correspondences—promised to make payments to Tinker on a variety of occasions, however, said payments were never received. In fact, on one occasion Padilla sent a copy of an alleged wire transfer to Tinker

reflecting a transfer in the amount of ONE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$100,000.00), but said transfer never reached Tinker's account. Tinker believes this wire transfer was falsified and was produced with the intent to delay any legal action by Tinker.

18. Thereafter, on or about July 26, 2019, Padilla issued a check to Tinker in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), but when Tinker deposited the check on July 30, 2019, the check was dishonored and rejected for insufficient funds. Tinker likewise believes Padilla issued this check knowing it would be dishonored and with the intent to delay any legal action by Tinker.

19. Despite Tinker's efforts to obtain the remaining payment, SPD, Padilla, and Pamanes have failed and refused and continue to fail and refuse to remit such payment. Such demand was made over thirty (30) days ago.

(iv) **The Revocation of the Special Warranty Deed**

20. In addition to the above instances, on July 22, 2019, around 10:00 a.m., Padilla promised Tinker that he would make a partial payment of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) by 2:00 pm on that same day.

21. This payment was not received. Rather, unbeknownst to Tinker, around 10:44 a.m. that same day, Padilla and Pamanes recorded a Revocation of Special Warranty Deed (the "Revocation"), attempting to void the very Collateral that secured the debt owed to Tinker.² Padilla and Pamanes' surreptitious recording of the Revocation—at the very moment that Tinker needed to rely on the Collateral—evidences the false pretenses under which Defendants obtained the loaned funds from Tinker in the first place. A true and correct copy of the Revocation is attached

² Notably, Padilla and Pamanes failed to revoke an earlier Special Warranty Deed by way of the Revocation, which has been recorded.

hereto as Exhibit “D” and incorporated herein by reference the same as if fully copied and set forth at length.

22. Further, on or about August 12, 2019, Padilla and Pamanes listed the Collateral for sale in a fraudulent attempt to dispose of the Collateral in violation of their contractual obligations.

VI. BREACH OF PROMISSORY NOTES

23. Tinker incorporates the above paragraphs as if fully restated herein.

24. SPD is in default under the April 2019 Note and May 2019 Note and owes Tinker a principal balance on said Notes in excess of the minimum jurisdictional amount of this Court, plus interest, on which Tinker hereby sues.

VII. BREACH OF GUARANTIES

25. Tinker incorporates the above paragraphs as if fully restated herein.

26. Pursuant to the terms of the guarantees contained within the April 2019 Note and the May 2019 Note, Padilla and Pamanes irrevocably and unconditionally guaranteed the payment of all obligations owed under the April 2019 Note, and Padilla irrevocably and unconditionally guaranteed the payment of all obligations owed under the May 2019 Note. Padilla and Pamanes have failed to honor their obligations under the terms of their respective guarantees, for which Tinker hereby sues.

VIII. BREACH OF CONTRACT

27. Tinker incorporates the above paragraphs as if fully restated herein.

28. The April 2019 Note contains certain warranties and commitments by which Defendants warranted and agreed to keep the Collateral “free of all liens and claims whatsoever, other than the security interest under this note and agreement,” except for the Mortgage with Cherry Cree Mortgage Co., Inc., and that “Borrower shall not sell, transfer, lease or otherwise

dispose of any of Collateral or any interest in Collateral except with the prior written consent of Lender [i.e. Tinker].”

29. Furthermore, Section 3 of the April 2019 Note states that “[u]ntil default under this note and agreement, Borrower may have possession of Collateral and use the same in any lawful manner not inconsistent with this note and agreement or with any policy of insurance of any of Collateral.”

30. By revoking the Special Warranty Deed without prior consent of Tinker, and by now attempting to lease the Collateral, Defendants breached their contractual obligations to Tinker, including but not limited to those stated in Sections 2 and 3 of the April 2019 Note.

IX. FRAUDULENT INDUCEMENT

31. Tinker incorporates the above paragraphs as if fully restated herein.

32. Tinker alleges that by way of the April 2019 Note and Special Warranty Deed executed by Defendants and delivered to Tinker, Defendants made material representations that they would not sell, transfer, lease or otherwise dispose of any interest in the Collateral subject to said Special Warranty Deed. These representations were false at the time Defendants made the representations.

33. Defendants intended for Tinker to rely upon their misrepresentations and omissions by lending Defendants the amount of at least THREE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$300,000.00). Tinker relied on Defendants’ misrepresentations, and omissions by lending said monies, a reliance upon which Defendants clearly intended Tinker to act.

34. Defendants made the fraudulent misrepresentations and omissions in bad faith, and with malice or willful disregard for the truth or falsity of the statements. Such fraud is a proximate cause of damages to Tinker for which Defendants are liable and for which Tinker hereby sues.

X. CONDITIONS PRECEDENT

35. All conditions precedent to Tinker's right to receive payment from Defendants have been performed or have occurred.

XI. DAMAGES

36. SPD, Padilla, and Pamanes' failure to pay the balance due and owing on the April 2019 Note, and SPD and Padilla's failure to pay the balance due and owing on the May 2019 Note, are the proximate cause of actual and consequential damages to Tinker in an amount exceeding the minimal jurisdictional limits of this Court, for which Tinker hereby sues. Tinker also seeks recovery of expert witness' fees, fees for service of summons and subpoena, fees of the court reporter for all or any part of the transcript necessarily obtained for use in the case, witness fees, fees for exemplification and copies of papers necessarily obtained for use in the case, and costs of court.

XII. ATTORNEY FEES

37. It was necessary for Tinker to secure the services of Stibbs & Co., P.C., licensed attorneys, to preserve and protect its rights. Defendants should be ordered to pay reasonable attorney's fees and expenses through trial and appeal, and a judgment should be rendered in favor of these attorneys and against Defendants; or, in the in the alternative, Tinker requests reasonable attorneys' fees and expenses through trial and appeal be taxed as costs and be ordered paid directly to Tinker's attorneys, who may enforce the order for fees in their own name.

38. As a result of the facts described above, Tinker is entitled to recover from Defendants the reasonable attorneys' fees and court costs associated with prosecuting this suit.

39. The sum of at least \$30,000.00 is reasonable for the attorney's services rendered and to be rendered in this cause, together with conditional awards of attorney's fees in the event

of an unsuccessful appeal to the Texas Court of Appeals, Petition for Review with the Texas Supreme Court, and proceedings in the Texas Supreme Court if the Petition is granted in the respective amounts of \$10,000.00, \$7,500.00 and \$7,500.00.

XIII. PRE-JUDGMENT INTEREST

40. In accordance with Texas Finance Code, Tinker is entitled to pre-judgment interest on the sums due to Tinker from Defendants; alternatively, Tinker seeks recovery at the maximum rate of pre-judgment interest to which it is legally entitled.

PRAYER

WHEREFORE PREMISES CONSIDERED, Plaintiff TINKER ROAD SERVICES, LLC asks that Defendants SPORTS PRO DEVELOPMENT, LLC, JUAN CARLOS PADILLA AZARCOYA, and KARLA MARIA PAMANES FERNANDEZ be cited to appear and answer, and that TINKER ROAD SERVICES, LLC have judgment against SPORTS PRO DEVELOPMENT, LLC, JUAN CARLOS PADILLA AZARCOYA, and KARLA MARIA PAMANES FERNANDEZ, jointly and severally, as applicable, for the following:

- a. Damages in the amount of the principal balances remaining due and owing on the April 2019 Note and May 2019 Note;
- b. Attorney's fees in the sum of \$30,000.00; together with conditional awards of attorney's fees in the event of an unsuccessful appeal to the Texas Courts of Appeals, Petition for Review with the Texas Supreme Court, and proceedings in the Texas Supreme Court of the Petition is granted in the respective amounts of \$10,000.00, \$7,500.00, and \$7,500.00;
- c. Pre-judgment and post-judgment interest at the highest legal or contractual rate allowed by law;
- d. Costs of court; and
- e. All further relief to which TINKER ROAD SERVICES, LLC may be entitled to at law or in equity whether herein pled or unpled.

Respectfully submitted,

STIBBS & CO., P.C.

/s/ Adam R. Fracht

Stuart W. Lapp

State Bar No. 11946100

slapp@stibbsco.com

Adam R. Fracht

State Bar No. 24047245

afracht@stibbsco.com

Paola Garcia-Jurado

State Bar No. 24113572

pgarcia-jurado@stibbsco.com

819 Crossbridge Drive

Spring, Texas 77373

(281) 367-2222 Phone

(281) 681-2330 Fax

**ATTORNEYS FOR PLAINTIFF
TINKER ROAD SERVICES, LLC**

PROMISSORY NOTE AND SECURITY AGREEMENT

Date: April 11, 2019

For value received, the undersigned, **SPORTS PRO DEVELOPMENT, LLC d/b/a SPD Sports**, of 6700 Woodlands Parkway, Suite 230-234, The Woodlands, Texas 77382, promises to pay to the order of **TINKER ROAD SERVICES, LLC**, together with any holder of this note, at its office at 8505 Technology Forest Pl, STE 901, The Woodlands, Texas 77381, **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**. Payment shall be made in one (1) single payment of principal and interest in the amount of **THREE HUNDRED AND SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00)** due and payable on the Maturity Date (as defined below).

Borrower: Sports Pro Development, LLC, d/b/a SPD Sports, a Texas limited liability company

Borrower's Mailing Address:

6700 Woodlands Parkway, Suite 230-234, The Woodlands, Texas 77382

Lender: Tinker Road Services, LLC, a Texas limited liability company

Guarantors: Juan Carlos Padilla Azarcoya and Karla Maria Pamanes Fernandez, husband and wife

Guarantors' Mailing Address:

6 Desert Rose Place, The Woodlands, Texas 77382

Place for Payment:

8505 Technology Forest Pl, STE 901, The Woodlands, Texas 77381,
or any other place that Lender may designate in writing.

Principal Amount: \$300,000.00

Annual Interest Rate: TWENTY PERCENT (20.0%) for the life of the Promissory Note

Maturity Date: May 31, 2019

Annual Interest Rate on Matured, Unpaid Amounts: EIGHTEEN PERCENT or at the highest lawful rate, whichever is less (18 or at the highest lawful rate, whichever is less %)

Terms of Payment (principal and interest):

The Principal Amount and interest are due and payable in one (1) payment of **THREE HUNDRED AND SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00)** on the Maturity Date, when all remaining unpaid principal, together with all remaining unpaid interest accrued thereon, shall be due and payable in full, if not sooner paid. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

SECTION 1.

SECURITY

To secure the payment of this note and all other obligations of Borrower to Lender, its successors and assigns, however created, whether direct or indirect, absolute or contingent, or now or later existing, Borrower grants to Lender a security interest in the following real property and all accessories, parts, furniture, fixtures, and equipment now or later affixed to the same:

LOT THIRTY ONE (31), IN BLOCK ONE (1), of The Woodlands, VILLAGE OF STERLING RIDGE, SECTION TWENTY (20), a subdivision of 23.01 acres of land located in the A. Smith Survey, A-499, and the Isaac Mansfield Survey, A-344, Montgomery County, Texas according to the map or plat thereof recorded in Cabinet R, Sheet 103 of the Map Records of Montgomery County, Texas, more commonly known as 6 Desert Rose Place, The Woodlands, Texas 77382

To further secure the payment of this note, Lender and Borrower mutually agree that on the date hereof, JUAN CARLOS PADILLA AZARCOYA and KARLA MARIA PAMANES FERNANDEZ shall freely, voluntarily and under no undue influence or duress, execute a special warranty deed in favor of Lender, to be held in trust by Lender, conveying all right, title and possession of the real property stated above. Such real property shall be in this agreement collectively referred to as "Collateral." Lender and Borrower further mutually agree that in the event of default, Lender may, at its sole option, record such special warranty deed in the real property records of Montgomery County, Texas thereby consummating the conveyance of the real property.

SECTION 2.

WARRANTIES AND COMMITMENTS

Borrower warrants and agrees that:

- A. Collateral, other than any part of Collateral that prior to the execution of this agreement Borrower advises Lender in writing consists of equipment normally used in more than one state, shall be kept at the address of Borrower shown above and shall not be moved without the prior written consent of Lender.
- B. If any of Collateral shall consist of equipment of a type normally used in more than one state, whether or not actually so used, Borrower shall immediately give written notice to Lender of any change in the principal place of business of Borrower, and of any use of any such Collateral in any state other than a state that Borrower has previously advised Lender that Borrower would use Collateral. Such Collateral will not, unless Lender shall otherwise consent in writing, be used outside the territorial limits of the United States.
- C. Borrower has, or immediately will acquire, full title to Collateral, and shall at all times keep Collateral free of all liens and claims whatsoever, other than the security interest under this note and agreement. Notwithstanding the foregoing, Lender is aware that the Collateral is currently encumbered by a mortgage with Cherry Cree Mortgage Co., Inc. and hereby waives such warranty with respect to this mortgage only.

- D. No financing statement covering any of the Collateral is on file in any public office, and Borrower shall from time to time, at the request of Lender, execute or join in executing such financing statement and other documents, pay the cost of filing or recording the statement and documents in all public offices deemed necessary by Lender, and do such other acts as Lender may request to perfect, establish and maintain a valid security interest in Collateral, including, but not limited to, deposit with Lender of any certificate of title issuable with respect to any of Collateral and notation on the certificate of the security interest under this note and agreement.
- E. Borrower shall not sell, transfer, lease or otherwise dispose of any of Collateral or any interest in Collateral except with the prior written consent of Lender.
- F. Borrower shall at all times keep Collateral in good order and repair, excepting any loss, damage or destruction that is fully covered by proceeds of insurance or that results from ordinary use.
- G. Borrower shall at all times keep Collateral insured against loss, damage, theft and other risks, in such amounts, with such companies and under such policies and in such form as shall be satisfactory to Lender. Such policies shall provide that loss under the policy shall be payable to Lender as its interest may appear, and Lender may apply any proceeds of such insurance that may be received by Lender to payment of any of the liabilities of Borrower to Lender regardless of whether due. Such application of proceeds may be made in such order as Lender determines proper. Such policies of insurance shall, if secured parties so request, be deposited with Lender.
- H. Lender may examine and inspect Collateral or any part of the same, wherever located, at any reasonable time.

SECTION 3.

USE OF COLLATERAL

Until default under this note and agreement, Borrower may have possession of Collateral and use the same in any lawful manner not inconsistent with this note and agreement or with any policy of insurance on any of Collateral.

SECTION 4.

REIMBURSEMENT OF EXPENSES

Lender may perform any obligation of Borrower under this agreement that Borrower fails to perform, and Lender may take any other action that Lender deems necessary for the maintenance or preservation of any of the Collateral or the interest of Lender in Collateral. Borrower shall immediately reimburse Lender for all expenses incurred by Lender in connection with the foregoing, together with interest at the rate of eighteen percent (18%) per annum from the date incurred.

SECTION 5.

TERMS OF LOAN

Lender and Borrower mutually agree that Lender shall submit payment to Borrower as follows:

1. A business check from the company or an affiliate company of its choosing in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00).

SECTION 6.

REFUND CREDIT

On payment by Borrower of the balance due before the scheduled maturity of this note, a refund credit shall be granted if and to the extent provided by law.

SECTION 7.

DEFAULT

The occurrence of any of the following events shall constitute a default:

(1) (a) Borrower or (b) any other person liable on any part of this note or who grants a lien or security interest on property as security for any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party;

(2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made;

(3) a receiver is appointed for Borrower, any Other Obligated Party, or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note;

(4) any Collateral Security is assigned for the benefit of creditors;

(5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party;

(6) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered;

(7) any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of the following parties: Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; and

(8) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with Collateral security of like kind and quality or restored to its former condition.

(9) Any material false or misleading statement, representation, or warranty of Borrower in this agreement or in any other writing at any time furnished by Borrower to Lender.

SECTION 8.

REMEDIES

On any default under this agreement, all remaining installments on the note shall, at the option of Lender, become immediately due and payable, and Lender may exercise at any time any rights and remedies available to it under the laws of the State of Texas. Borrower shall, in case of default, assemble at the expense of Borrower all of Collateral at a convenient place acceptable to Lender and shall pay all costs incurred by Lender in collecting note and enforcing the rights of Lender under this agreement, including reasonable attorney fees and legal expenses and expenses of any repairs to any real or other property to which any of Collateral may be affixed.

To the extent that notice of intended disposition of any of Collateral is required by law, such notice, if mailed, shall be deemed reasonably and properly given if mailed at least three (3) days before such disposition, postage prepaid, addressed to Borrower at the location appearing on the records of Lender. Any proceeds of any disposition of any of Collateral may be applied by Lender, after satisfaction of the obligation represented by this note, to the payment of expenses in connection with Collateral, including reasonable attorney fees and legal expenses. Any balance of such proceeds may be applied by Lender to the payment of other liabilities of Borrower to Lender, and in such order of application, as Lender may from time to time elect.

SECTION 9.

CONFESSION OF JUDGMENT

To further secure payment of this note, Borrower irrevocably authorizes any attorney of any court of record to appear for Borrower at any time after payment is due, whether by acceleration or otherwise, and confess judgment, without process, in favor of Lender. Judgment may be entered for such amount as may be unpaid under this note, together with costs of such proceedings and attorney fees ten percent (10%) of the amount unpaid under this note. Borrower waives and releases all errors that may occur in any such proceeding and consents to immediate execution on such judgment, ratifying and confirming all that such attorney may do by virtue of this note and agreement.

SECTION 10.

NOTICE

Borrower waives presentment, demand, notice of dishonor, protest and all other notices whatsoever. Lender may from time to time extend or renew the note for any period, regardless of whether for a longer period than the original period of the note, and grant any releases, compromises or indulgences with respect to the note, any extension or renewal of the note or any security for the note or to any party liable under the note or this agreement, all without notice to or consent of Borrower and without affecting the liability of Borrower under this note and agreement.

SECTION 11.

WAIVER

No delay by Lender in the exercise of any right or remedy under this note and agreement shall operate as a waiver of the same, and no single or partial exercise by Lender of any such right or remedy shall preclude other or further exercise of the same or the exercise of any other right or remedy.

SECTION 12.

PERSONAL GUARANTY

As an inducement for Lender to make a loan to Borrower, Guarantors undersigned hereby fully and unconditionally guarantees to Lender the payment of the note, for which the undersigned shall be jointly and severally liable with Borrower, without requiring any notice of nonpayment, nonperformance or nonobservance or proof of notice or demand whereby to charge the undersigned, all of which requirements the undersigned hereby expressly waives, and the undersigned expressly agrees that Holder may proceed against the undersigned separately or jointly before or after or simultaneously with proceeding against Borrower for default.

SECTION 13.

MISCELLANEOUS

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or Collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Notwithstanding any other provision of this note, in the event of a default, before exercising any of Lender's remedies under this note or any deed of trust or warranty deed with vendor's lien securing it, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default. If the default is not cured ten days after notice, Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Prepayment: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Application of Prepayment: Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Each Borrower is responsible for all obligations represented by this note.

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

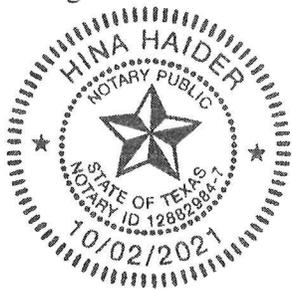
SECTION 14.

CONSTRUCTION AND EFFECT

This combined note and security agreement shall be construed in accordance with the laws of the State of Texas. Whenever possible, each provision of this note and agreement shall be interpreted in such manner as to be effective and valid under applicable law; however, if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this note and agreement.

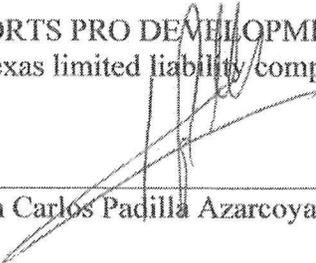
The rights and privileges of Lender under this note and agreement shall inure to the benefit of its successors and assigns.

This note and agreement has been executed on the day and year first above written.



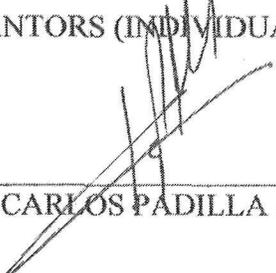
SPORTS PRO DEVELOPMENT, LLC,
a Texas limited liability company

By:

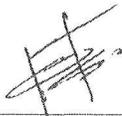


Juan Carlos Padilla Azarcoya, Member

GURANTORS (INDIVIDUALLY AND COLLECTIVELY):



JUAN CARLOS PADILLA AZARCOYA



KARLA MARIA PAMANES FERNANDEZ

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

SPECIAL WARRANTY DEED

Date: April 11, 2019

Grantor: JUAN CARLOS PADILLA AZARCOYA and KARLA MARIA PAMANES FERNANDEZ, husband and wife

Grantor's Mailing Address:

6 Desert Rose Pl
Spring, TX 77382

Grantee: TINKER ROAD SERVICES LLC, a Texas limited liability company

Grantee's Mailing Address:

8505 Technology Forest Pl, STE 901, The Woodlands, Texas 77381,
or any other place that Lender may designate in writing.

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Prior Lien Indebtedness:

This conveyance is made subject to the following prior lien ("Underlying Lien"): a lien in favor of CHERRY CREEK MORTGAGE CO., INC., which secures a payment note. Said Underlying Lien is secured by that certain Deed of Trust executed by Grantor in favor of Frederic J Gooch, Attorney at Law, Trustee, dated July 14, 2015, filed in the Montgomery County Real Property Records under Document No. 2015067907. Grantee herein expressly assumes and agrees to pay the balance owing on the Underlying Lien and further agrees to assume all of the obligations of the Underlying Lien under the terms of the instruments creating that loan. This agreement of assumption is evidenced by Grantee's acceptance of this deed.

Property (including any improvements):

LOT THIRTY ONE (31), IN BLOCK ONE (1), of The Woodlands, VILLAGE OF STERLING RIDGE, SECTION TWENTY (20), a subdivision of 23.01 acres of land located

in the A. Smith Survey, A-499, and the Isaac Mansfield Survey, A-344, Montgomery County, Texas according to the map or plat thereof recorded in Cabinet R, Sheet 103 of the Map Records of Montgomery County, Texas, more commonly known as 6 Desert Rose Place, The Woodlands, Texas 77382

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, and obligations.

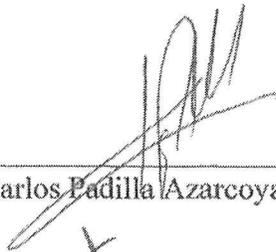
Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty contained herein, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee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

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

[Signatures on following page]



Juan Carlos Padilla Azarcoya

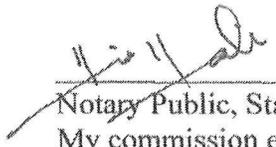


Karla Maria Pamanes Fernandez

STATE OF TEXAS)

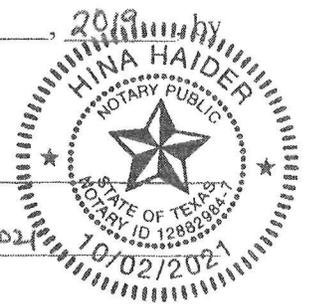
COUNTY OF Montgomery)

This instrument was acknowledged before me on 11th April, 2019, by
Juan Carlos Padilla Azarcoya.



Notary Public, State of Texas

My commission expires: 10-02-2021



STATE OF TEXAS)

COUNTY OF Montgomery)

This instrument was acknowledged before me on 11th April, 2019, by
Karla Maria Pamanes Fernandez.



Notary Public, State of Texas

My commission expires: 10-02-2021

AFTER RECORDING RETURN TO:

Tinker Road Services, LLC
8505 Technology Forest Pl, STE 901,
The Woodlands, Texas 77381

PROMISSORY NOTE

Date: May 14, 2019

For value received, the undersigned, **SPORTS PRO DEVELOPMENT, LLC d/b/a SPD Sports**, of 6700 Woodlands Parkway, Suite 230-234, The Woodlands, Texas 77382, promises to pay to the order of **TINKER ROAD SERVICES, LLC**, together with any holder of this note, at its office at 8505 Technology Forest Pl, STE 901, The Woodlands, Texas 77381, FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). Payment shall be made in one (1) single payment of principal and interest in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) due and payable on the Maturity Date (as defined below).

Borrower: Sports Pro Development, LLC, d/b/a SPD Sports, a Texas limited liability company

Borrower's Mailing Address:

6700 Woodlands Parkway, Suite 230-234, The Woodlands, Texas 77382

Lender: Tinker Road Services, LLC, a Texas limited liability company

Guarantors: Juan Carlos Padilla Azarcoya

Guarantors' Mailing Address:

6 Desert Rose Place, The Woodlands, Texas 77382

Place for Payment:

8505 Technology Forest Pl, STE 901, The Woodlands, Texas 77381,
or any other place that Lender may designate in writing.

Principal Amount: \$50,000.00

Annual Interest Rate: FIVE PERCENT (5.0%) for the life of the Promissory Note

Maturity Date: May 20, 2019

Annual Interest Rate on Matured, Unpaid Amounts: EIGHTEEN PERCENT or at the highest lawful rate, whichever is less (18 or at the highest lawful rate, whichever is less %)

Terms of Payment (principal and interest):

The Principal Amount and interest are due and payable in one (1) payment of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) on the Maturity Date, when all remaining unpaid principal, together with all remaining unpaid interest accrued thereon, shall be due and payable in full, if not sooner paid. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

SECTION 1.

TERMS OF LOAN

Lender and Borrower mutually agree that Lender shall submit payment to Borrower as follows:

1. A business check from the company or an affiliate company of its choosing in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)

SECTION 2.

DEFAULT

The occurrence of any of the following events shall constitute a default:

(1) (a) Borrower or (b) any other person liable on any part of this note or who grants a lien or security interest on property as security, IF ANY, for any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party;

(2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made;

(3) a receiver is appointed for Borrower, any Other Obligated Party, or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note;

(4) any Collateral Security is assigned for the benefit of creditors;

(5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party;

(6) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered;

(7) any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of the following parties: Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; and

(8) Any material false or misleading statement, representation, or warranty of Borrower in this agreement or in any other writing at any time furnished by Borrower to Lender.

SECTION 3.

REMEDIES

On any default under this agreement, all remaining installments on the note shall, at the option of Lender, become immediately due and payable, and Lender may exercise at any time any rights and remedies available to it under the laws of the State of Texas. Borrower shall, in case of default, Shall pay all costs incurred by Lender in collecting note and enforcing the rights of Lender under this agreement, including reasonable attorney fees and legal expenses.

SECTION 4.

CONFESSION OF JUDGMENT

To further secure payment of this note, Borrower irrevocably authorizes any attorney of any court of record to appear for Borrower at any time after payment is due, whether by acceleration or otherwise, and confess judgment, without process, in favor of Lender. Judgment may be entered for such amount as may be unpaid under this note, together with costs of such proceedings and attorney fees ten percent (10%) of the amount unpaid under this note. Borrower waives and releases all errors that may occur in any such proceeding and consents to immediate execution on such judgment, ratifying and confirming all that such attorney may do by virtue of this note and agreement.

SECTION 5.

NOTICE

Borrower waives presentment, demand, notice of dishonor, protest and all other notices whatsoever. Lender may from time to time extend or renew the note for any period, regardless of whether for a longer period than the original period of the note, and grant any releases, compromises or indulgences with respect to the note, any extension or renewal of the note or any security for the note or to any party liable under the note or this agreement, all without notice to or consent of Borrower and without affecting the liability of Borrower under this note and agreement.

SECTION 6.

WAIVER

No delay by Lender in the exercise of any right or remedy under this note and agreement shall operate as a waiver of the same, and no single or partial exercise by Lender of any such right or remedy shall preclude other or further exercise of the same or the exercise of any other right or remedy.

SECTION 7.

PERSONAL GUARANTY

As an inducement for Lender to make a loan to Borrower, Guarantors undersigned hereby fully and unconditionally guarantees to Lender the payment of the note, for which the undersigned shall be jointly and severally liable with Borrower, without requiring any notice of nonpayment, nonperformance or nonobservance or proof of notice or demand whereby to charge the undersigned, all of which requirements the undersigned hereby expressly waives, and the undersigned expressly agrees that Holder may proceed against the undersigned separately or jointly before or after or simultaneously with proceeding against Borrower for default.

SECTION 8.

MISCELLANEOUS

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Notwithstanding any other provision of this note, in the event of a default, before exercising any of Lender's remedies under this note, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default. If the default is not cured ten days after notice, Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Prepayment: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Application of Prepayment: Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Each Borrower is responsible for all obligations represented by this note.

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

SECTION 9.

CONSTRUCTION AND EFFECT

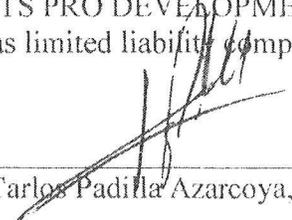
This note shall be construed in accordance with the laws of the State of Texas. Whenever possible, each provision of this note and agreement shall be interpreted in such manner as to be effective and valid under applicable law; however, if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this note and agreement.

The rights and privileges of Lender under this note and agreement shall inure to the benefit of its successors and assigns.

This note and agreement has been executed on the day and year first above written.

SPORTS PRO DEVELOPMENT, LLC,
a Texas limited liability company

By:



Juan Carlos Padilla Azarcoya, Member

GURANTORS (INDIVIDUALLY AND COLLECTIVELY):



JUAN CARLOS PADILLA AZARCOYA

DOC #2019064475

STATE OF TEXAS

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§
§

COUNTY OF MONTGOMERY

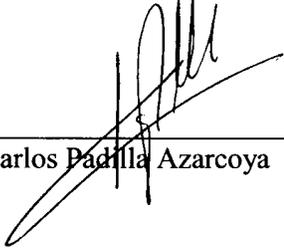
REVOCAION OF SPECIAL WARRANTY DEED

All persons and entities are given notice that JUAN CARLOS PADILLA AZARCOYA and KARLA MARIA PAMANES FERNANDEZ, husband and wife, the owners of the real property and improvements known as

LOT THIRTY ONE (31), IN BLOCK ONE (1), of The Woodlands, VILLAGE OF STERLING RIDGE, SECTION TWENTY (20), a subdivision of 23.01 acres of land located in the A. Smith Survey, A-499, and the Isaac Mansfield Survey, A-344, Montgomery County, Texas according to the map or plat thereof recorded in Cabinet R, Sheet 103 of the Map Records of Montgomery County, Texas, more commonly known as 6 Desert Rose Place, The Woodlands, Texas 77382

hereby revoke each and every Special Warranty Deed(s) executed from April 1, 2019, to the date of this Revocation purporting to grant an interest in the real property and improvements known as 6 Desert Rose Place, The Woodlands, Texas 77382 .

Signed this 22nd day of July, 2019.

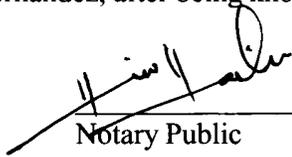


Juan Carlos Padilla Azarcoya



Karla Maria Pamanes Fernandez

Signed and acknowledged before me, the undersigned notary, by Juan Carlos Padilla Azarcoya and Karla Maria Pamanes Fernandez, after being known to me, on this 22nd day of July, 2019.



Notary Public

My Commission expires: 10-02-21



After recording return to:
Juan Carlos Padilla Azarcoya
Karla Maria Pamanes Fernandez
6 Desert Rose Place
The Woodlands, Texas 77382

EXHIBIT
D

FILED FOR RECORD
07/22/2019 10:40AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

07/22/2019



County Clerk
Montgomery County, Texas