

## REAL ESTATE LIEN NOTE

As used herein, the following terms shall have the following meanings:

Date: November 30, 2023

Maker: **MLKJ INVESTMENTS LLC**, a Texas limited liability company

Maker's Mailing Address: 10104 Claiborne Lane, Frisco, Texas 75033

Payee: **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation

Place for Payment: 250 State Highway 78 South, Wylie, Collin County, Texas 75098

Principal Amount: *Two Hundred Thousand and No/100 Dollars* (\$200,000.00)

Interest Rate: 0% per annum

**Terms of Payment:** The accrued unpaid interest and principal of this Note is due in four (4) annual installments, with the first installment being due and payable upon the earlier of (i) the issuance of a Certificate of Completion from the City of Wylie for a 20,000 square foot building, or (ii) eighteen (18) months from the date hereof, with the remaining three (3) annual installments being due twelve (12), twenty-four (24), and thirty-six (36) months following the first installment; subject, however, to the terms of the Performance Agreement dated November 30, 2023, by and between Maker and Payee (the "Performance Agreement"), which will provide for economic incentives that will include credits to the payment obligations herein. Upon payment in full of this Note pursuant to the terms of this Note or Maker's performance as set forth in the Performance Agreement, Payee shall release all liens (including without limitation the Vendor's Lien in the Special Warranty Deed conveying the Property to Maker and the Deed of Trust dated November 30, 2023, by Maker ("Deed of Trust") and this Note shall be fully released with the original being returned to Maker marked "**PAID IN FULL**".

**Security for Payment:** This Note is secured by a Deed of Trust of even date herewith from Maker to **Chris Zillmer**, Trustee, covering the following described property:

Lot 2, 3, and 4 of Wyndam Estates, Phase III, an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume F, Page 579, Plat Records of Collin County, Texas (the "Property").

Subject to the terms of the Performance Agreement, Maker promises to pay to the order of Payee at the Place for Payment and according to the Terms of Payment the Principal Amount at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

If Maker defaults in the payment of this Note or in the performance of any material obligation in the Deed of Trust (a "Default"), and the Default continues after Payee gives Maker written notice of the Default and a reasonable time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance on this Note

immediately due. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law. Notwithstanding anything to the contrary, in the event of a Default, Maker shall not be liable for any amount forgiven associated with this Note as set forth in the Performance Agreement.

If this Note or Deed of Trust is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due.

Maker is responsible for all obligations represented by this Note.

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


Entire Agreement: This Note, including the Deed of Trust and Performance Agreement incorporated herein as described above, sets forth the entire agreement between the Parties and supersedes all prior other agreements and understandings between the Parties, and their officers, directors, or employees as to the subject matter hereof. In the event that the terms of this Note and the terms of any related security document(s) conflict, the terms of this Note shall control. None of the Parties has relied upon any oral representation or oral information given to it by any Party or representative of any of the other Parties. No change in this Note shall be effective either as a result of a course of conduct or oral statements or other than by a writing duly executed and delivered by a duly authorized representative of each of the Parties hereto and thereto.

***SIGNATURE PAGE TO FOLLOW***

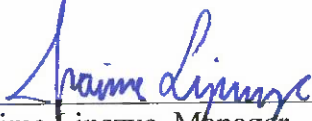
Executed to be effective on the date set forth above:

MLKJ Investments LLC, a Texas limited liability company

By: BR PROFITS, INC., a Texas corporation,  
Manager

By:   
Mansour Khayal, President

By: Ojos Investments LLC, a Texas limited liability company, Manager

By:   
Jaime Lipszyc, Manager

Prepared in the office of:

Abernathy, Roeder, Boyd & Hullett, P.C.  
1700 Redbud Boulevard, Suite 300  
McKinney, Texas 75069