

Wylie Economic Development Corporation

Board Special Called Meeting

January 24, 2025 – 8:00 AM

WEDC Office Conference Room - 250 South Highway 78, Wylie, Texas
75098



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address Board regarding an item that is not listed on the Agenda. Members of the public must fill out a form prior to the meeting in order to speak. Board requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, Board is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

REGULAR AGENDA

1. Consider and act upon issues surrounding a Feasibility Study.
2. Consider and act upon issues surrounding Discover Wylie.
3. Consider and act upon a First Amendment to the Purchase and Sale Agreement between WEDC and Deft Ventures, LLC.
4. Consider possible action regarding reconsideration of the First Amendment to Performance Agreement between WEDC and MLKJ Investments, LLC.
5. Consider possible action regarding the re-purchase option described in the Real Estate Sales Contract dated September 21, 2022, as amended, between WEDC and MLKJ Investments, LLC.

EXECUTIVE SESSION

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

If A governmental body may not conduct a private consultation with its attorney except:

(1) when the governmental body seeks the advice of its attorney about:

(A) pending or contemplated litigation; or

(B) a settlement offer; or

(2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

ES1. Consider the sale or acquisition of properties located at Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, State Hwy 78/Brown, and State Hwy 78/Skyview.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

(a) This chapter does not require a governmental body to conduct an open meeting:

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or

(2) to hear a complaint or charge against an officer or employee.

(b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.

This chapter does not require a governmental body to conduct an open meeting:

(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2021-4b, 2021-6c, 2022-1b, 2022-1c, 2023-1c, 2023-2d, 2023-11a, 2023-11b, 2024-2d, 2024-4e, 2024-5a, 2024-5f, 2024-7a, 2024-7b, 2024-7e, 2024-8a, 2024-8b, 2024-8c, 2024-8d, 2024-9b, 2024-9c, 2024-9d, 2024-9e, 2024-9f, 2024-10a, 2024-10b, 2024-10c, 2024-11a, 2024-11b, 2024-11c, 2024-11d, 2024-11e, 2024-12a, 2024-12b, 2024-12c, 2025-1a, 2025-1b, and 2025-1c.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

FUTURE AGENDA ITEMS

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on January 17, 2025, at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020. Hearing impaired devices are available from the City Secretary prior to each meeting.

If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the Board at the date, hour and place given in this notice as the Board may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

- § 551.071 – Private consultation with an attorney for the City.
- § 551.072 – Discussing purchase, exchange, lease or value of real property.
- § 551.073 – Discussing prospective gift or donation to the City.
- § 551.074 – Discussing personnel or to hear complaints against personnel.
- § 551.076 – Discussing deployment of security personnel or devices or security audit.
- § 551.087 – Discussing certain economic development matters.

AGENDA REPORT

Meeting Date: January 24, 2025

Item Number: 1

Prepared By: Jason Greiner

Subject

Consider and act upon issues surrounding a Feasibility Study.

Recommendation

Discussion

As the Board will recall, the WEDC has discussed conducting a feasibility study to determine the viability of various retail, restaurant, hotel, entertainment, sports, and travel tourism uses across the community. This proactive approach will provide actionable market intelligence to guide future decision-making processes and support strategic planning efforts that align with the community's economic development goals.

Historically, retail, restaurant, and hotel developments have entered the Wylie market as demand becomes evident to developers. While this organic growth model has benefits, it places the community in a reactive position, limiting our ability to shape development to meet strategic priorities or address potential gaps in the market. By conducting a feasibility study, WEDC can proactively identify emerging opportunities and prepare for future users, ensuring the community is well-positioned for sustainable growth and economic diversification.

Staff is bringing this item to the Board for consideration and action regarding entering into an agreement with a consulting firm to provide feasibility study services.

Next Steps:

- Project Kickoff & Discovery
- Existing Data Review & Market Analysis
- Onsite Development & Planning Sessions
- Detailed Financial Forecast, Economic Impact Analysis & Feasibility Report

AGENDA REPORT

Meeting Date: January 24, 2025

Item Number: 2

Prepared By: Jason Greiner

Subject

Consider and act upon issues surrounding Discover Wylie.

Recommendation

Discussion

As previously discussed, WEDC Staff is proposing to fund a comprehensive website overhaul and rebranding package for the Destination Marketing Brand, Discover Wylie and for Historic Downtown Wylie. This initiative will enhance Wylie's ability to promote economic development and tourism by creating a modern, cohesive, and effective digital presence and brand identity for the City of Wylie and the Wylie Downtown Merchants Association.

Discover Wylie serves as a key tool for promoting the community to residents, visitors, and businesses. However, the existing website and branding need an update to appropriately showcase Wylie's unique offerings and drive economic growth. In collaboration with the City of Wylie, Wylie Downtown Merchants Association, and community stakeholders, WEDC recognizes the need to take a proactive approach in updating Discover Wylie and Historic Downtown Wylie, as these critical assets better position Wylie as a premier destination.

Staff is bringing this item to the Board for consideration and action regarding entering a contract for visual identity and website redesign services. As previously discussed, both the City of Wylie and WDMA are both interested in navigating through this process to come up with a solution that is beneficial for all.

The scope of this project would include

- Project Kickoff, Orientation, & Discovery
- Research & Planning
- Findings Presentation
- Design Introduction & Advanced Sitemap
- Design Presentation
- Website Development
- CMS Training
- Website Review & Launch

Total project completion is estimated to take up to a maximum of 40 weeks.

AGENDA REPORT

Meeting Date: January 24, 2025
Prepared By: Jason Greiner

Item Number: 3
(Staff Use Only)

Subject

Consider and act upon a First Amendment to the Purchase and Sale Agreement between the WEDC and Deft Ventures, LLC.

Recommendation

Motion to approve a First Amendment to the Purchase and Sale Agreement between the WEDC and Deft Ventures, LLC and further authorize the Board President or his/her designee to execute said agreement.

Discussion

As the Board will recall, on August 21, 2024, the WEDC approved a Purchase and Sale Agreement with Deft Ventures, LLC for the sale of all of Lot 1 and the southernmost portion of Lot 3, Block A, 544 Gateway Addition for \$1,500,000.00. The contract was later executed on September 12, 2024.

This First Amendment extends the Inspection Period deadline by 90 days, from January 14, 2025, to April 14, 2025.

2. Inspection Period. Purchaser and Seller acknowledge and agree that the Inspection Period currently expires on January 14, 2025, and that the Inspection Period shall be extended by Ninety (90) Days dated from its current expiration, to now expire on April 14, 2025.

3. Inspection Period Extension Option. Purchaser and Seller acknowledge and agree that Purchaser shall be allowed One (1) Thirty (30) Day option to extend the Inspection Period, which shall be exercised in writing. If Purchaser chooses to exercise the Inspection Period Extension Option, the Inspection Period shall then expire on May 14, 2025.

4. Closing Date. Purchaser and Seller acknowledge and agree that the Closing Date shall be extended to occur by or before the date which is Thirty (30) Days following the expiration of the Inspection Period as extended by this Amendment.

Original Analysis:

- All of Lot 1 and the southernmost portion of Lot 3, Block A, 544 Gateway Addition
- Effective Date of Contract: September 16, 2024
- Inspection Period Expiration (120 days after Effective Date): January 14, 2025
- Inspection Period Expiration After Extension 1: February 13, 2025
- Closing Date: March 14, 2025

As presented:

- Amended Inspection Period Expiration with a 90-day extension: April 14, 2025
- Amended Closing Date on or before: June 13, 2025

Attachment

- First Amendment to Purchase and Sale Agreement - Draft

FIRST AMENDMENT TO CONTRACT OF PURCHASE AND SALE

This FIRST AMENDMENT TO CONTRACT OF PURCHASE AND SALE (this “Amendment”) is made as of this day January 10, 2025 between WYLIE ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation (“Seller”), and DEFT VENTURES, LLC, a Texas limited liability company (“Purchaser”).

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Contract of Purchase and Sale dated September 12, 2024 (the “Original Contract”), with respect to the purchase and sale of the Property located in Wylie, TX and more particularly described in the Contract; and

WHEREAS, Purchaser and Seller desire to amend the Contract to as more particularly described in this Amendment.

AGREEMENT

In consideration of the mutual covenants and provisions of this Amendment and the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth hereinabove are fully incorporated into this Amendment. In the event the terms and conditions of this Amendment conflict with the terms and conditions of the Contract, Seller and Purchaser hereby understand, acknowledge and agree that the terms and conditions of this Amendment shall control. Any capitalized term not defined in this Amendment shall have the same meaning as ascribed to such term in the Contract.
2. Inspection Period. Purchaser and Seller acknowledge and agree that the Inspection Period currently expires on January 14, 2025, and that the Inspection Period shall be extended by Ninety (90) Days dated from its current expiration, to now expire on April 14, 2025.
3. Inspection Period Extension Option. Purchaser and Seller acknowledge and agree that Purchaser shall be allowed One (1) Thirty (30) Day option to extend the Inspection Period, which shall be exercised in writing on or before April 14, 2025. If Purchaser exercises the Inspection Period Extension Option on or before April 14, 2025, the Inspection Period shall then expire on May 14, 2025.
4. Closing Date. Purchaser and Seller acknowledge and agree that the Closing Date shall be extended to occur by or before the date which is Thirty (30) Days following the expiration of the Inspection Period as extended by this Amendment.
5. No Other Changes. Except as specifically amended by this Amendment, the Contract shall remain in full force and effect and is hereby reinstated, ratified and confirmed.
6. Entire Agreement. The Contract, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between Seller and Purchaser with respect to the subject matter of the Contract, as amended by this Amendment.
7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or scanned documents were an original executed counterpart.

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

DRAFT

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives as of the date first above written.

SELLER:

WYLIE ECONOMIC DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

DEFT VENTURES, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: January 24, 2025

Item Number: 4

Prepared By: Jason Greiner

Subject

Consider possible action regarding reconsideration of the First Amendment to Performance Agreement between the WEDC and MLKJ Investments, LLC.

Recommendation

Discussion

As the Board will recall, the WEDC entered into a contract with MLKJ Investments, LLC on September 21, 2022, to sell Lots 2, 3, and 4 of Wyndam Estates for the development of two spec office buildings. The WEDC and MLKJ closed on the property on December 1, 2023. At closing, both parties executed all closing documents, including a Real Estate Lien Note (dated Nov. 30, 2023), a Memorandum of Repurchase Option (dated Nov. 30, 2023), and a Performance Agreement (dated Dec. 1, 2023).

At this time, MLKJ's failure to commence construction of the improvements by June 1, 2024, as described in the Contract and Memorandum of Repurchase has granted the WEDC an option to repurchase the property, which does not expire until June 1, 2025. Also, MLKJ's failure to obtain a Certificate of Completion on the first building prompted the WEDC Board to consider a First Amendment to the Performance Agreement to avoid a default on the Performance Agreement. Subsequently, on December 18, 2024, the Board approved a First Amendment to the Performance Agreement between the WEDC and MLKJ Investments, LLC, amending the "Building A CC Deadline" in Section 2 (a). i. from one (1) year to 18 months and to further authorize the Executive Director to execute any and all necessary documents.

Since that time, the WEDC Board has indicated their desire to possibly reconsider the First Amendment to Performance Agreement between the WEDC and MLKJ Investments, LLC.

Staff will lead the discussion and provide any additional updates as needed.

2. Performance Obligations. The WEDC's obligation to provide Company with the Economic Assistance stipulated above is expressly contingent upon Company completing the following items (the "Performance Obligations") by the due dates set forth below:

(a) Year One. Economic Assistance will be provided to the Company in the form of (i) forgiveness of a portion of the Seller Note in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) plus any accrued interest, and (ii) payment of a qualified infrastructure incentive in an amount not to exceed Forty Thousand Dollars (\$40,000.00) upon completion of the following Performance Obligations for Year One;

i. Company shall construct or cause to be constructed Building A on the Property, as evidenced by a Certificate of Completion or letter from the City's Chief Building Official (a "Certificate of Completion") for Building A, no later than one (1) year after the Effective Date of this Agreement (the "Building A CC Deadline"), provided, however, that Company shall have the right to extend the Building A CC

Deadline two (2) times for periods of ninety (90) additional days each by providing written notice thereof to WEDC prior to the Building A CC Deadline;

ii. Company shall supply documentation to the WEDC verifying the total project cost as evidenced by paid invoices, no later than the Building A CC Deadline; and

iii. Company shall supply documentation to the WEDC that the Qualified Infrastructure for Building A has been completed and that the cost of constructing the Qualified Infrastructure for Building A was at least Two Hundred Eighty Thousand Dollars (\$280,000.00) no later than the Building A CC Deadline; and

iv. Company shall be current on all ad valorem taxes and other property taxes due on the Property through the Building A CC Deadline and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

v. Company shall supply documentation to the WEDC on or before the Building A CC Deadline that Company has paid on time all fees associated with construction of Building A including, but not limited to, Building Permit Fee, Plumbing, Mechanical, and Electrical Permit Fees, Fire Inspection Fee, Fire Department Plan Review Fee, Fire Development Fee, Thoroughfare Impact Fee, Water & Sewer Impact Fees, third party review of Fire Sprinkle and Fire Alarm plans, and all other inspection fees not specifically named that may be applicable to the construction of Building A.

Attachment

- Performance Agreement
- Real Estate Lien Note
- First Amendment to Performance Agreement – Draft

**PERFORMANCE AGREEMENT
BETWEEN
WYLIE ECONOMIC DEVELOPMENT CORPORATION
AND
MLKJ INVESTMENTS, LLC**

This **PERFORMANCE AGREEMENT** (the “Agreement”) is entered into by and between the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation (“WEDC”) and **MLKJ INVESTMENTS LLC**, a Texas limited liability company (“Company”).

RECITALS:

WHEREAS, Company is purchasing from the WEDC, Lots 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”), for the purchase price of *Five Hundred Thousand and No/100ths Dollars* (\$500,000.00), according to the terms and conditions of a Real Estate Sales Contract by and between the parties dated September 21, 2022 (the “Contract”);

WHEREAS, pursuant to the terms of the Contract, at closing, the Company shall pay WEDC the sum of \$300,000.00 in cash, with the balance of the purchase price being in the form of a promissory note executed by Company and payable to WEDC in the amount of \$200,000.00 (the “Seller Note”), which is secured by a Deed of Trust upon the Property (“Deed of Trust”);

WHEREAS, Company intends to construct on the Property (i) a new spec office building containing at least 25,000 square feet of space (“Building A”), and (ii) a new spec office building containing at least 20,000 square feet of space (“Building B” and together with Building A, the “Improvements”);

WHEREAS, Company may qualify for forgiveness of all or a portion of the debt evidenced by the Seller Note in accordance with the terms of the Seller Note, subject to Company’s satisfaction of the Performance Obligations set forth below;

WHEREAS, Company has also requested financial and/or economic assistance from the WEDC to plan and construct certain infrastructure improvements to assist in the development of Building A and Building B, consisting of economic assistance for all hard and soft costs relating to the construction of public infrastructure and site improvements on or adjacent to the Property; and

WHEREAS, Section 501.103 of the Act states that the WEDC may provide funding for expenditures that are found by the Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements (the “Qualified Infrastructure”); and

WHEREAS, Company proposes to use the economic incentives for the construction of the Qualified Infrastructure which will include approved public infrastructure improvements and

site improvements as may be amended from time to time, necessary for the development of the Property; and

WHEREAS, the WEDC has found that the Qualified Infrastructure is necessary to promote or develop new or expanded business enterprises in the City and the WEDC has concluded that the Qualified Infrastructure constitutes a “project”, as that term is defined in the Act, and is willing to provide Company with economic assistance as hereinafter set forth on the terms and subject to the conditions as stated herein and Company is willing to accept the same subject to all terms and conditions contained in this Agreement; and

WHEREAS, for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activities in the State of Texas, and the City of Wylie, the WEDC desires to offer economic assistance to Company as more particularly described in this Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the WEDC and Company agree as follows:

1. Economic Assistance. Subject to the terms of this Agreement and provided Company is not in default, the WEDC will provide Company economic assistance in the form of (a) forgiveness of all or a portion of the Seller Note over a three (3) year period, in an amount not to exceed \$200,000.00, plus interest in the aggregate, and (b) performance incentives in an amount not to exceed \$80,000.00 in the aggregate (collectively, the “Economic Assistance”) upon completion of the Performance Obligations set forth below. The total amount of economic assistance and/or incentives to be paid to the Company, including forgiveness of the Seller Note and payment of the qualified infrastructure incentives, shall not exceed the cumulative sum of Two Hundred Eighty Thousand Dollars (\$280,000.00).

2. Performance Obligations. The WEDC’s obligation to provide Company with the Economic Assistance stipulated above is expressly contingent upon Company completing the following items (the “Performance Obligations”) by the due dates set forth below:

(a) Year One. Economic Assistance will be provided to the Company in the form of (i) forgiveness of a portion of the Seller Note in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) plus any accrued interest, and (ii) payment of a qualified infrastructure incentive in an amount not to exceed Forty Thousand Dollars (\$40,000.00) upon completion of the following Performance Obligations for Year One;

i. Company shall construct or cause to be constructed Building A on the Property, as evidenced by a Certificate of Completion or letter from the City’s Chief Building Official (a “Certificate of Completion”) for Building A, no later than one (1) year after the Effective Date of this Agreement (the “Building A CC Deadline”), provided, however, that Company shall have the right to extend the Building A CC

Deadline two (2) times for periods of ninety (90) additional days each by providing written notice thereof to WEDC prior to the Building A CC Deadline;

ii. Company shall supply documentation to the WEDC verifying the total project cost as evidenced by paid invoices, no later than the Building A CC Deadline; and

iii. Company shall supply documentation to the WEDC that the Qualified Infrastructure for Building A has been completed and that the cost of constructing the Qualified Infrastructure for Building A was at least Two Hundred Eighty Thousand Dollars (\$280,000.00) no later than the Building A CC Deadline; and

iv. Company shall be current on all ad valorem taxes and other property taxes due on the Property through the Building A CC Deadline and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

v. Company shall supply documentation to the WEDC on or before the Building A CC Deadline that Company has paid on time all fees associated with construction of Building A including, but not limited to, Building Permit Fee, Plumbing, Mechanical, and Electrical Permit Fees, Fire Inspection Fee, Fire Department Plan Review Fee, Fire Development Fee, Thoroughfare Impact Fee, Water & Sewer Impact Fees, third party review of Fire Sprinkle and Fire Alarm plans, and all other inspection fees not specifically named that may be applicable to the construction of Building A.

(b) Year Two. Economic Assistance will be provided to the Company in the form of (i) forgiveness of a portion of the Seller Note in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), plus any accrued interest, and (ii) payment of a qualified infrastructure incentive in an amount not to exceed Forty Thousand Dollars (\$40,000.00) upon completion of the following Performance Obligations for Year Two;

i. Company shall obtain a permanent Certificate of Occupancy from the City for at least 12,500 square feet within Building A, no later than one (1) year after the Building A CC Deadline, as the same may have been extended (the "Building A CO Deadline");

ii. Company shall be current on all ad valorem taxes and other property taxes due on the Property through the Building A CO Deadline and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

iii. Company shall supply documentation to the WEDC on or before the Building A CO Deadline confirming that Company and/or its successors or assigns has maintained continuous ownership of Building A, or providing the WEDC with the name and address of each new owner or lessee of all or part of Building A, as applicable.

(c) Year Three. Economic Assistance will be provided to the Company in the form of forgiveness of a portion of the Seller Note in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), plus any accrued interest, upon completion of the following Performance Obligations for Year Three;

i. Company shall construct or cause to be constructed Building B on the Property, as evidenced by a Certificate of Completion or letter from the City's Chief Building Official (a "Certificate of Completion") for Building B, no later than two (2) years after the Building A CC Deadline (the "Building B CC Deadline");

ii. Company shall be current on all ad valorem taxes and other property taxes due on the Property through the Building B CC Deadline and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

iii. Company shall supply documentation to the WEDC on or before the Building B CC Deadline that Company has paid on time all fees associated with construction of Building B including, but not limited to, Building Permit Fee, Plumbing, Mechanical, and Electrical Permit Fees, Fire Inspection Fee, Fire Department Plan Review Fee, Fire Development Fee, Thoroughfare Impact Fee, Water & Sewer Impact Fees, third party review of Fire Sprinkle and Fire Alarm plans, and all other inspection fees not specifically named that may be applicable to the construction of Building B; and

iv. Company shall supply documentation to the WEDC on or before the Building B CC Deadline confirming that Company and/or its successors or assigns has maintained continuous ownership of Building B, or providing the WEDC with the name and address of each new owner or lessee of all or part of Building B, as applicable.

(d) Year Four. Economic Assistance will be provided to the Company in the form of forgiveness of a portion of the Seller Note in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), plus any accrued interest, upon completion of the following Performance Obligations for Year Four;

i. Company shall obtain a permanent Certificate of Occupancy from the City for at least 15,000 square feet within Building B, no later than three (3) years after the Building A CC Deadline (the "Building B CO Deadline");

ii. Company shall be current on all ad valorem taxes and other property taxes due on the Property through the Building B CO Deadline and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

iii. Company shall supply documentation to the WEDC verifying the total project cost as evidenced by paid invoices, no later than the Building B CO Deadline; and

iv. Company shall supply documentation to the WEDC on or before the Building B CO Deadline confirming that Company and/or its successors or assigns has maintained continuous ownership of Building A and Building B, or providing the WEDC with the name and address of each new owner or lessee of all or part of Building A and Building B, as applicable.

3. Term of the Economic Assistance. Notwithstanding anything to the contrary herein contained, this Agreement shall be null and void if the Company fails to satisfy the Performance Obligations to qualify for Economic Assistance described in paragraph 2 above (as further defined in paragraph 5), or in the event of the following (collectively a “Default”):

(a) Any event of bankruptcy incurred by Company.

(b) The conveyance by Company of its interest in the Property and Improvements without the express written consent of the WEDC prior to the expiration of four (4) years from the Effective Date of this Agreement, such written consent of the WEDC not to be unreasonably withheld, conditioned or delayed.

(c) The non-payment of property taxes prior to the delinquency date imposed by the City of Wylie, Wylie Independent School District, Collin County Community College, and Collin County in a timely manner.

4. Payment of Economic Assistance. Subject to the terms and conditions of this Agreement, the WEDC must mark Seller Note “paid in full”, and release the Vendor’s Lien and Deed of Trust lien, upon Company satisfying the criteria to qualify for Economic Assistance for Year One, Year Two, and Year Three, as described in paragraph 2 above, except as provided in the last sentence of Section 5 below.

5. Event of Default by Company. In the event of a Default by Company, WEDC may declare Company in Default of the Agreement in which event WEDC must provide Company with written notice of the particular Default. Company shall have thirty (30) days from the written notice to cure the said Default. In the event, Company fails to cure the Default within such thirty (30) days, the Agreement shall become null and void with all future economic incentive payments and future forgiveness associated with the Seller Note suspended. The WEDC will not however pursue repayment of any previous Economic Incentive payments and any past forgiveness associated with the Seller Note.

6. Miscellaneous.

(a) This Agreement may not be assigned by Company without the prior written consent of the WEDC, which consent shall be within the sole discretion of the WEDC.

(b) This Agreement contains the entire Agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by mutual written agreement of the parties hereto.

(c) The Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) The individuals executing this Agreement on behalf of the respective parties below represent to each other and to the others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which such signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing such signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

(f) This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested. Notice to the WEDC shall be sufficient if made or addressed to the President, Wylie Economic Development Corporation, 250 State Highway 78 South, Wylie, Texas 75098. Notice to Company shall be sufficient if made or addressed to 10104 Claiborne Lane, Frisco, Texas 75033, until the issuance of the CO and thereafter to the address assigned to the Property. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

(h) This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(i) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be valid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Time is of the essence in the Agreement.


(l) The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

(m) Under Chapter 2264 of the Texas Local Government Code, the Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the FEDC, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the public subsidy/grant from the FEDC with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below (the “Effective Date”).

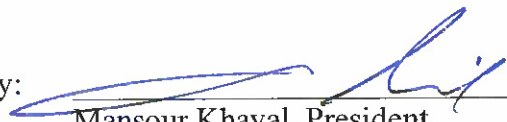
Wylie Economic Development Corporation, a Texas corporation

By: 
Melisa Whitehead, President

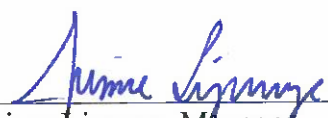
Date of Execution: 12-1-2023

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

Date of Execution: 12-1-2023

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

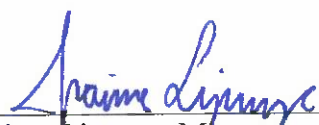
Executed to be effective on the date set forth above:

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

FIRST AMENDMENT TO PERFORMANCE AGREEMENT

THIS **FIRST AMENDMENT TO PERFORMANCE AGREEMENT** (this “First Amendment”), is entered into and is effective as of the 18th day of December, 2024 (the “Effective Date”), by and among the **WYLIE ECONOMIC DEVELOPMENT CORPORATION** (the “WEDC”, a Texas economic development corporation, and **MLKJ INVESTMENTS LLC**, a Texas limited liability company (“Company”).

W I T N E S S E T H:

WHEREAS, WEDC Board of Directors and Company entered into that certain Performance Agreement dated December 1, 2023 (the “Performance Agreement”) to facilitate the Company’s proposed construction of (i) a new spec office building containing at least 25,000 square feet of space (“Building A”), and (ii) a new spec office building containing at least 20,000 square feet of space (“Building B” and together with Building A, the “Improvements”) on that certain acre tract of land known as Lots 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”),

WHEREAS, the parties desire to amend the terms of the Performance Agreement by extending the Building A CC Deadline timeframe as relates to the Year One Performance Obligations set forth in the Performance Agreement and maintain the Company’s extension options; and

WHEREAS, the Property was sold and conveyed to the Company pursuant to that certain Real Estate Sales Contract dated on or about September 21, 2022, between Seller and Purchaser, as amended (the “Contract”);

WHEREAS, according to terms of the Contract, and as further evidenced by that certain Memorandum of Repurchase Agreement dated November 30, 2023, the WEDC holds the option to repurchase the Property (the “Repurchase Option”) due to the Company’s failure to commence construction of the improvements described in the Contract on or before June 1, 2024;

WHEREAS, WEDC and Company desire to modify and amend the Performance Agreement in certain respects, as more particularly set forth in this First Amendment, and affirm WEDC’s continuing right to exercise the Repurchase Option.

NOW, THEREFORE, in an effort to address unforeseen delays in the construction timeline, WEDC and Company agree to amend and modify the Performance Agreement as follows:

1. Defined Terms. Capitalized terms used but not defined in this First Amendment will have the meanings given to them in the Performance Agreement.
2. Modification of Section 2.(a)i. Notwithstanding anything to the contrary contained in the Performance Agreement, Section 2.(a)i of the Performance Agreement is hereby amended

to modify the Building A CC Deadline by deleting the reference to “one (1) year” and replacing it with “18 months.” The Company shall maintain its two (2) 90-day extension options as granted in the Performance Agreement, which may be exercised prior to the expiration of the Building A CC Deadline, as extended herein.

3. Acknowledgment of Repurchase Option. The Company hereby acknowledges that it failed to meet the deadline to commence construction of the required improvements on or before June 1, 2024. Accordingly, Company further acknowledges that WEDC has a continuing right to exercise its Repurchase Option, provided it provides the Company notice of its election to exercise such option on or before June 1, 2025.

4. Ratification. As expressly modified by this First Amendment, the Performance Agreement is hereby ratified and confirmed by WEDC and Company.

5. Counterparts; Transmission. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Transmission of an executed signature page of this First Amendment by email will be effective to create a binding agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the Effective Date written above.

WEDC:

Wylie Economic Development Corporation,
a Texas Corporation

By: _____

Name: _____

Title: _____

COMPANY:

MLKJ Investments LLC,
a Texas limited liability company

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

By: _____
Mansour Khayal, President

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

By: _____
Jaime Lipszyc, Manager



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: January 24, 2025

Item Number: 5

Prepared By: Jason Greiner

Subject

Consider possible action regarding the re-purchase option described in the Real Estate Sales Contract dated September 21, 2022, as amended, between the WEDC and MLKJ Investments, LLC.

Recommendation

Discussion

As the Board will recall, the WEDC entered into a contract with MLKJ Investments, LLC on September 21, 2022, to sell Lots 2, 3, and 4 of Wyndam Estates for the development of two spec office buildings. The WEDC and MLKJ closed on the property on December 1, 2023. At closing, both parties executed all closing documents, including a Real Estate Lien Note (dated Nov. 30, 2023), a Memorandum of Repurchase Option (dated Nov. 30, 2023), and a Performance Agreement (dated Dec. 1, 2023).

At this time, MLKJ's failure to commence construction of the improvements by June 1, 2024, as described in the Contract and Memorandum of Repurchase has granted the WEDC an option to repurchase the property, which does not expire until June 1, 2025.

Staff will lead the discussion and provide any additional updates as needed.

Attachment

- Real Estate Sales Contract
- Memorandum of Repurchase Option Agreement

REAL ESTATE SALES CONTRACT

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation, of 250 State Highway 78 South, Wylie, Texas 75098 ("Seller") and **MLKJ INVESTMENTS LLC**, a Texas limited liability company, of 6612 Windrock Dr., Dallas, TX, 75252, or its permitted assigns ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01 Seller hereby sells and agrees to convey by Special Warranty Deed with Vendor's Lien (the "Deed"), and Purchaser hereby purchases and agrees to pay for, that certain real estate, and any improvements located thereon, being 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").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, roads, alleys or rights-of-way, and including all rights to all oil, gas and other minerals, together with any improvements, fixtures, and personal property situated on and attached to the Property, (all of such real property, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01 The purchase price (herein called the "Purchase Price") for the Property shall be the sum of *Five Hundred Thousand and No/100 Dollars* (\$500,000.00).

Payment of Purchase Price

2.02 The Purchase Price shall be payable as follows:

(a) Cash at Closing in the amount of *Three Hundred Thousand and No/100 Dollars* (\$300,000.00); and

(b) Seller Financing: The balance of the Purchase Price will be in the form of a promissory note (the "Seller Note") from Purchaser to Seller in the amount of *Two Hundred Thousand and No/100 Dollars* (\$200,000.00), bearing interest at zero percent (0.00%) per annum, secured by a Vendor's Lien and a Deed of Trust, with the Seller Note being due and payable in annual installments of interest and principal with the first payment 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 on the Property, or (ii) eighteen (18) months after the Closing Date, with the remaining two (2) annual installments being due twelve (12) and twenty-four (24) months following the first installment, subject to the terms of the Performance Agreement; PROVIDED, HOWEVER, that the all or a portion of the Seller Note may be released without payment thereon in the event Purchaser complies with the performance requirements set forth in a Performance Agreement described in Article II, Section 2.02(b) hereinafter set forth.

(b) Seller and Purchaser shall enter into a Performance Agreement (the "Performance Agreement") whereby Seller agrees to make available to Purchaser a financial economic grant equal to the amounts owed under the Seller Note in the event Purchaser meets certain economic criteria in the form set forth in the Performance Agreement attached hereto, marked Exhibit A, and made a part hereof for all purposes.

(c) The Seller Note, the Vendor's Lien, and the Deed of Trust lien securing it shall be second and inferior to the promissory note and lien to be executed by Purchaser and payable to a third-party lender (and such third-party lender's successor and assigns and any subsequent holder of the underlying promissory note and lien) ("Lender") for the construction of the proposed improvements on the Property. Seller agrees to execute a Subordination Agreement with Lender in a form approved by all parties.

(d) If the City of Wylie, the Texas Department of Transportation (TxDot) or any other third party acquires any frontage or portion of the Property prior to the Closing, whether through an agreed transaction or through condemnation, the Purchase Price shall be reduced by the amount of the gross sales price of the frontage or other portion of the Property sold, or in the event such frontage or other portion of the Property is obtained by condemnation, the reduction in the Purchase Price shall be the fair market value of the frontage or other portion of the Property conveyed. Seller agrees to keep Purchaser advised of the status of any such sale or conveyance of property.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01 The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

Preliminary Title Commitment

3.02 Within twenty (20) days after the execution date of this Contract, Seller, at Seller's sole cost and expense, shall have caused Lawyers Title Company (Baron Cook), 250 Highway 78 South, Wylie, Texas 75098 (the "Title Company") to issue a preliminary title commitment (the "Title Commitment"), accompanied by true, correct and legible copies of all recorded documents relating to the Property referred to in the Title Commitment (the "Title Documents"). Purchaser shall give Seller written notice on or before twenty (20) days following receipt of the later of the Title Commitment, Title Documents, and Survey of any objections Purchaser may have to such Title Commitment, Title Documents, and Survey. Any exceptions listed in Schedule C of the Title Commitment shall be deemed objectionable to Purchaser. Purchaser hereby agrees that zoning ordinances (unless Purchaser's intended use of the Property violates or is improper under the current applicable zoning ordinances), the lien for current taxes, and any items not objected to timely by Purchaser shall hereinafter be deemed to be permitted exceptions and Purchaser shall not be entitled to object to the status of title or avoid the closing on account of such permitted exceptions. In the event Seller is unable or unwilling to cure Purchaser's objections, then within ten (10) days after receipt of Purchaser's written notice, Seller shall notify Purchaser of the same and this Contract, any Options granted hereunder and the Performance Agreement shall thereupon

be null and void at Purchaser's option for all purposes, and the Escrow Deposit shall be forthwith returned by the Title Company to Purchaser. Purchaser's failure to give Seller written notice of such objections as provided herein shall constitute Purchaser's acceptance thereof.

Survey

3.03 Within twenty (20) days after the execution of this Contract, Seller shall, at Purchaser's sole cost and expense, cause to be delivered to Purchaser and the Title Company a current plat of survey ("Survey") of the Property, prepared by a duly licensed Texas land surveyor. The Survey shall be in a form acceptable to the Title Company in order to allow the Title Company to delete the survey exception at Purchaser's expense (except as to "shortages in area") from the Owner's Title Policy to be issued by the Title Company. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, flood plain as defined by the Federal Insurance Administration, easements, and rights-of-way on or adjacent to the Property and shall set forth the number of total square feet comprising the Property.

Feasibility Period

3.04 Purchaser shall have one hundred and eighty (180) days following the effective date of this Contract, in which to inspect the Property and determine if the same is suitable for Purchaser's intended use (the "Feasibility Period"). In the event Purchaser notifies Seller in writing on or before 5:00 p.m. on the last day of the Feasibility Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Contract shall terminate. In the event Purchaser fails to so notify Seller in writing prior to the expiration of the Feasibility Period of Purchaser's election to terminate this Contract, this Contract shall continue in full force and effect.

3.05 Seller hereby grants to Purchaser and Purchaser's representatives, contractors and agents the right to enter upon the Property and conduct such tests as Purchaser deems necessary. Purchaser shall indemnify and hold harmless Seller from all claims, actions or causes of action which might occur as a result of the negligence of Purchaser, Purchaser's representatives, contractors or agents while entering upon or testing of the Property and provided further that Purchaser shall be responsible for all damages occasioned to the Property arising out of the negligence of Purchaser during its occupation. Notwithstanding anything herein to the contrary, Purchaser shall not be liable in any way or form due to any damages arising out of the sole or contributory negligence or intentional acts of Seller.

ARTICLE IV

CLOSING

4.01 The closing shall be at the Title Company, on or before thirty (30) days following the expiration of the Feasibility Period (which date is herein referred to as the "Closing Date").

4.02 At the closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (1) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (2) Any exceptions approved by Purchaser pursuant to this Contract;
- and
- (3) Any exceptions approved by Purchaser in writing.

(b) Deliver to Purchaser, at Purchaser's sole cost and expense, a Texas Owner's Title Policy issued by the Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property, together with the value of any proposed Improvements (additional coverage at Purchaser's expense), subject only to those title exceptions listed in this Contract, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy containing a survey exception deletion, at the expense of the Purchaser, except as to shortages in area.

(c) Deliver to Purchaser the executed Performance Agreement.

(d) Deliver to Purchaser possession of the Property.

4.03 At the closing, Purchaser shall deliver to Seller the executed Performance Agreement, the Seller Note, and the Deed of Trust executed by Purchaser in favor of the Seller.

4.04 All state, county, and municipal taxes for the then current year relating to the Property, if any, shall be assumed by the Purchaser. Any rollback taxes that may be assessed against the Property shall be the responsibility of the Purchaser.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal

for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

4.05 Each party shall pay any attorney's fees incurred by such party. All other costs and expenses of closing the sale and purchase of the Property shall be borne and paid by the Purchaser.

ARTICLE V

REAL ESTATE COMMISSIONS

5.01 It is expressly understood and agreed that there are no brokers involved in this transaction. In the event a broker is occasioned by the consummation of this Contract, the Purchaser shall be responsible for all real estate commissions.

ARTICLE VI

ESCROW DEPOSIT

6.01 Upon the full execution of this Contract and for the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser shall deliver to the Title Company, a check in the amount of five thousand USD (\$5,000.00) as the Escrow Deposit which shall apply toward the Purchase Price at closing.

ARTICLE VII

CASUALTY

7.01 All risks of loss to the Property shall remain upon Seller prior to the Closing.

ARTICLE VIII

REPRESENTATIONS

8.01 As a material inducement to the Seller and Purchaser to execute and perform its obligations under this Contract, the Seller and Purchaser hereby represent and warrant to each other as of the date of the execution of this Contract, and through the date of the closing as follows:

- (a) Seller is the owner in fee of the Property;
- (b) To the best of Seller's knowledge, there are no actions, suits, or proceedings (including condemnation) pending or threatened against the Property, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, nor is the Seller aware of any facts which to its knowledge might result in any such action, suit, or proceeding.
- (c) The Property is not in a water district.

ARTICLE IX

OPTIONS TO PURCHASE

9.01 Purchaser hereby grants to Seller (from and after the Closing Date) the exclusive right and option to purchase the Property (the "Option") on the following terms and subject to the following precedent:

- (a) The Seller will have the Option to re-purchase the Property in the event the Purchaser fails to commence construction of the Improvements on or before six (6) months following Closing;
- (b) The purchase price of the Property shall be equal to the Purchase Price which shall be paid either in the form of cash and/or as a credit against Seller's Note, less any sums that must be paid to any affiliate or third parties to clear any liens or encumbrances to the Property. Upon any such re-purchase, the Property shall be conveyed to Seller by Special Warranty Deed and Seller shall be responsible for the costs of any owner's policy of title insurance, endorsements thereto, and any deletion of the survey exception.

(c) Seller must close upon exercise of the option within thirty (30) days of the exercise of the option.

(d) Seller's right to exercise the Option is conditioned upon Purchaser failing to commence construction of the Improvements as defined in and by the date described in the Performance Agreement.

(f) The Option shall be subordinate to the rights of any lender (including such lender's successors and assigns) for Purchaser providing financing for the construction of improvements upon the Property, the rights of such lender to be set forth in any deed of trust filed of record, other instrument filed of record, or in the subordination agreement to be mutually agreed upon by Seller and Purchaser's construction lender.

(g) Seller's failure to give written notice to Purchaser of the exercise of this Option on or before eighteen (18) months from the date of Closing shall automatically and immediately terminate all of Seller's rights under this Section 9.01.

9.02 The parties agree to execute a memorandum of option that may be recorded by the parties in the Land Records of Collin County, Texas.

9.03 The provisions of Article IX shall survive closing and not be merged therein.

ARTICLE X

BREACH BY SELLER

10.01 In the event Seller shall fail to fully and timely perform any of Seller's obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may pursue specific performance, as its sole and exclusive remedy.

ARTICLE XI

BREACH BY PURCHASER

11.01 In the event Purchaser shall fail to fully and timely perform any of Purchaser's obligations hereunder or shall fail to consummate the purchase of the Property for any reason, except Seller's default, and Seller not being in default hereunder, may pursue specific performance, as its sole and exclusive remedy.

ARTICLE XII

MISCELLANEOUS

Survival of Covenants

12.01 Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, shall survive the closing and shall not be merged therein.

Notice

12.02 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the address set forth herein above.

Texas Law to Apply

12.03 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

Parties Bound

12.04 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Contract is not assignable by the Purchaser without the written consent of the Seller.

Nondisclosure

12.05 Neither party shall disclose to any person or entity, except for the parties' attorneys, accountants, lenders and prospective lenders, or other professionals, the terms of this Agreement or the identity of the parties and shall not issue any press or other informational releases without the express written consent of each party, subject to the requirements of the Texas Public Information Act, the Texas Open Meetings Act, or any other law or court order requiring a party to disclose information regarding or related to this Agreement.

Legal Construction

12.06 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

12.07 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

12.08 Time is of the essence of this Contract.

Attorney's Fees

12.09 Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

12.10 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

12.11 Upon the request of either party, both parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

12.12 In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance.

Effective Date of Contract

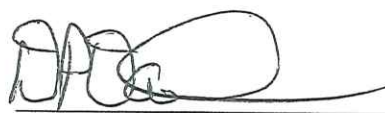
12.13 The term "effective date of this Contract" as used herein shall mean the later of the two (2) dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties.

[Signature Page Follows]

Executed on the dates set forth at the signatures of the parties hereto.

Seller:

Wylie Economic Development Corporation, a Texas corporation


By: 
_____, President

Date of Execution: 09/21/2022

Purchaser:

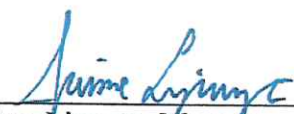
MLKJ Investments LLC, a Texas limited liability company

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

Date of Execution: 09/16/2022

TITLE COMPANY ACCEPTANCE

The Title Company acknowledges receipt of the Earnest Money on 9-27-22,
2022, and accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

1:44pm

Check #1084

Lawyers Title Company

By:

A. Rocker

Name:

cfoster@lawyerstitleco.com

Title:

Lawyers Title Company

Address:

250 S. Highway 78Wylie, TX 75098

Telephone:

972-442-3541

Fax:

hcooke@lawyerstitleco.com

BR PROFITS INC
15455 DALLAS PKWY STE 600
ADDISON, TX 75001-6760

1086
86-762/1031

9/27 2022

PAY TO THE
ORDER OF Lawyers Title

Five - thousand

\$ 5000 ^{00/100}
DOLLARS

STOCKMANS BANK

FOR Squire Business Park

[Redacted Signature]

Lil NP

Exhibit A
Form of Performance Agreement

MEMORANDUM OF REPURCHASE OPTION AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This **MEMORANDUM OF REPURCHASE OPTION** (this “Memorandum”) is entered into effective as of the 30th day of November, 2023, by and between the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation organized and existing under Chapters 501, 502 and 504 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (“Seller”), and **MLKJ INVESTMENTS LLC**, a Texas limited liability company (“Purchaser”).

A. On the effective date of this Memorandum, Seller sold and conveyed to Purchaser that certain acre tract of land known as Lots 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”).

B. The Property was sold and conveyed to Purchaser pursuant to that certain Real Estate Sales Contract dated on or about September 21, 2022, between Seller and Purchaser, as amended (the “Contract”).

C. According to terms of the Contract, Seller has the option to repurchase the Property (the “Repurchase Option”) in the event Purchaser fails to commence construction of the improvements described in the Contract on or before September 30, 2024. If Seller fails to give written notice to Purchaser exercising the Repurchase Option on or before September 30, 2025, the Repurchase Option shall automatically terminate. The terms and conditions of the Repurchase Option are more particularly described in Article IX of the Contract.

D. Seller and Purchaser desire to confirm and reflect of record the existence of the Repurchase Option set forth in the Contract.

NOW, THEREFORE, for and in consideration of *Ten and No /100 Dollars* (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate certain provisions of the Contract, the parties hereby state and agree as follows:

1. The parties confirm that the Property is subject to the Repurchase Option and that the Repurchase Option has survived the sale and conveyance of the Property to Purchaser and is in full force and effect and fully binding on the Property.

2. Capitalized terms used herein without specific definition shall have the respective meanings given them in the Contract.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of the date set forth above.

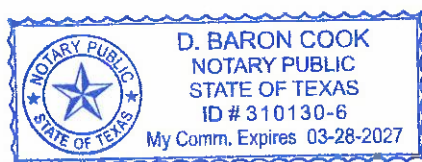
SELLER:

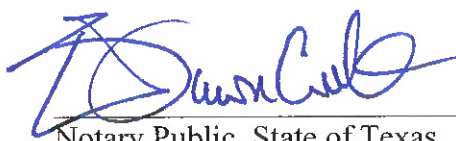
Wylie Economic Development Corporation, a Texas corporation

By: 
Melisa Whitehead, President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1 day of December, 2023, by Melisa Whitehead, President of Wylie Economic Development Corporation, a Texas corporation, on its behalf.

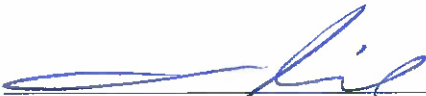



Notary Public, State of Texas

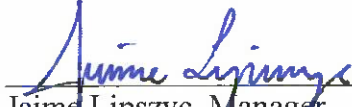
PURCHASER:

MLKJ Investments LLC, a Texas limited liability company

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

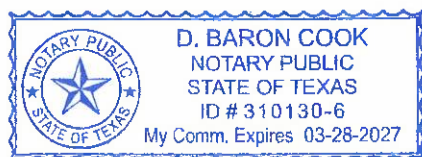
By: 
Mansour Khayal, President

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

By: 
Jaime Lipszyc, Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

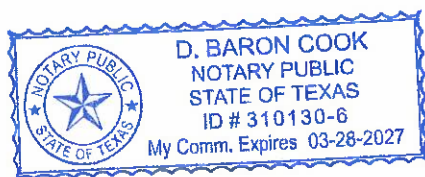
This instrument was acknowledged before me on the 1 day of December, 2023, by Mansour Khayal, President of BR PROFITS, INC., a Texas corporation, Manager of MLKJ Investments LLC, a Texas limited liability company, on its behalf.




Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1 day of December, 2023, by Jaime Lipszyc, Manager of Ojos Investments LLC, a Texas limited liability company, Manager of MLKJ Investments LLC, a Texas limited liability company, on its behalf.




Notary Public, State of Texas