1204081

CAUSE NO	235100030987	C.C.C.L. #4
CRE PROPERTIES, INC. Plaintiff,	§ §	IN THE JUSTICE COURT
v.	§ § §	OF HARRIS COUNTY, TEXAS
SAMURAI MARTIAL SPORTS, INC., Defendant.	§ §	PRECINCT 5, PLACE 1

PLAINTIFF'S PETITION FOR FORCIBLE DETAINER

Plaintiff CRE Properties, Inc. ("CRE" or "Owner") files its Petition for Forcible Detainer against Defendant Samurai Martial Sports, Inc. ("Samurai") and any current occupants of 12500 Oxford Park Drive, Houston, Texas 77077, and would show:

PARTIES

1. Defendant Samurai Martial Sports, Inc. is a Texas corporation with its principal place of business in Harris County, Texas. It may be served by serving its registered agent Ihab Ahmed at 1570 Dairy Ashford Road, Suite 200, Houston, Texas 77077.

JURISDICTION AND VENUE

- 2. This Court has jurisdiction over this matter pursuant to Texas Property Code Section 24.004, in that the real property in question is located in this Precinct in Harris County, Texas, and Owner seeks possession of said real property.
- 3. Venue is proper in this Precinct pursuant to Sections 15.084 and 15.011 of the Texas Civil Practice and Remedies Code and Section 24.004 of the Texas Property Code, because the real property at issue is located within this Precinct in Harris County, Texas. There is no dispute as to title.

OWNER-OCCUPANT RELATIONSHIP

- 4. Plaintiff owns or has owned at all times relevant to this Petition the property located at, and commonly known as, 12500 Oxford Park Drive, Houston, Texas 77077 (the "Property"). The legal description of the Property is attached as Exhibit 1.
- 5. Samurai agreed to certain payment obligations to BankUnited, N.A. ("BankUnited") under a promissory note dated May 12, 2017 (the "Note"). The Note is secured by a deed of trust conveyed to BankUnited under document number RP-2017-211314 and recorded in the Harris County Real Property Records (the "Deed of Trust"). Samurai and BankUnited are also parties to a business loan agreement dated May 12, 2017 (the "Business Loan Agreement") Collectively, the Note, Deed of Trust, Business Loan Agreement, and Commercial Security Agreement are hereinafter called the "Loan Documents." See Exhibits 2-5.
- 6. On September 22, 2020, BankUnited provided a notice of default to Samurai for failing to make payments when due under the loan obligations of the Loan Documents and failure to pay real estate taxes for the Property. See Exhibit 6. Under this notice, BankUnited made demand for full payment under the Loan Documents. Pursuant to the power of sale clause in the Deed of Trust, BankUnited posted the Property for the foreclosure sale on January 3, 2023 and provided proper notice of the foreclosure sale to Samurai.
- 7. At the sale, CRE was the highest bidder and purchased the Property for a credit bid in the amount of \$1,512,000.00, as evidenced by the Substitute Trustee's Deed filed in the Harris County public records attached as Exhibit 7.
- 8. Therefore, as of its purchase of the Property at the foreclosure sale on January 3, 2023, CRE became the legal owner of record of the Property.

- 9. There has never been any lease or other rental agreement between CRE and Samurai or any other party for the Property.
- 10. Upon information and belief, Samurai is refusing to voluntarily leave the Property and continues to occupy and possess the Property.
- 11. As a result of Samurai's unlawful possession of the Property without any legal right following the foreclosure, Samurai is a tenant at sufferance and has remained and remains in claimed possession of the Property without permission from CRE, thereby unlawfully excluding CRE from possession of the Property, over which CRE, as the current owner of the Property following the foreclosure sale, has a superior right of possession.

NOTICE TO VACATE

- 12. After Samurai lost legal ownership of the Property following the foreclosure sale, Samurai never had a right to occupy, possess, or conduct business on the Property. Samurai unlawfully remains in possession of the Property without any legal right after the termination of its right of possession.
- 13. In compliance with Texas Property Code § 24.005, on January 6, 2023, CRE, through its counsel, sent a written Notice to Vacate ("Notice") via certified mail, return receipt requested to Samurai at the Property. CRE also posted the Notice at the Property and sent the Notice to Samurai's counsel. The Notice gave Samurai three days to vacate the Property after receipt of the Notice. The Notice also notified Samurai that CRE would file a suit to evict it if it did not vacate the Property within three days after delivery of the Notice. A true and correct copy of the Notice is attached as Exhibit 8.
- 14. Based on the mailing date of January 6, 2023, the Notice sent via certified mail, email, and posted to the Property to Samurai has been delivered as of the date of this Petition.

15. Despite delivery of the Notice, as of the filing of this Petition, Samurai has failed to vacate the Property.

REQUEST FOR RELIEF

For these reasons, Plaintiff requests that, upon final trial:

- 1. Defendant and any current occupants of 12500 Oxford Park Drive, Houston, Texas 77077 be adjudged guilty of forcible detainer and/or forcible entry and detainer;
- 2. Plaintiff be awarded possession of the Property and a writ of possession; and
- 3. Plaintiff be granted such other and further relief to which it may be justly entitled.

Respectfully submitted,

CLARK HILL PLC

/s/Louis Williams

LOUIS W. WILLIAMS

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ATTORNEYS FOR PLAINTIFF

COMMERCIAL SECURITY AGREEMENT

Principal Loan Date Maturity Loan No Call 7 Coll Account Conficer Account
Principal Loan Date Maturity Loan No Call / Cell Account Officer / Initials \$1,765,000.00 05-12-2017 05-12-2042 600506 3307.0015 05-12-2042 05-12-2042
2.001 00012-2012 000000
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "**" has been omitted due to text length limitations.

Grantor:

SAMURAI MARTIAL SPORTS, INC 12500 Oxford Park Drive, Houston, TX 77077

Lender:

BankUnited, N.A. Small Business Finance 7815 NW 148 Street Miami Lakes, FL 33016

THIS COMMERCIAL SECURITY AGREEMENT dated May 12, 2017, is made and executed between SAMURAI MARTIAL SPORTS, INC ("Grantor") and BankUnited, N.A. ("Londer").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chaltel Paper, Accounts, Equipment, General Intangibles and Fixtures

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general Intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including Insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office eddress; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforcability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Texas, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

COMMERCIAL SECURITY AGREEMENT (Continued)

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Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Uens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within lifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, Lender's reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final edverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, including without limitation all environmental laws, ordinances, rules and regulations, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of well-ands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for Indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to Indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks Insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security Interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time accurately interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty, all proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. It Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or relimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indobtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least filteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon domand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor Grantor's sole responsibility.

COMMERCIAL SECURITY AGREEMENT (Continued)

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Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser salisfactory to Lender determine, as applicable, the cash value or replacement cost of

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security Interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. This includes making sure Lender is shown as the first and only security interest holder on the title covering the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. Grantor will promptly notify Lender of any change to Grantor's name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settler or trustor for a Grantor under this Agreement. Grantor will also promptly notify Lender of any change to the name that appears on the most recently issued diver's license or state-issued identification card, any expiration of the most recently issued diver's license or state-issued identification card, any expiration of the grant cardial settled diver's license or state-issued identification card, or state-issued identification card, or cardial settled in the cardial sett any expiration of the most recently issued driver's license or state-issued identification card for Grantor or any Individual for whom Grantor is required to provide notice regarding name changes.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall nequest or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request the Grantor shall not of itself the deemed to be a failure to receive and appropriate under the required to the appropriate table not be required to the appropriate table and the propriet table not be required to the appropriate table and the propriet table not table table not table table table not table table not table table not table table table not table tab by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

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Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any indebtedness

Other Defaults. Grantor falls to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or fien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or flability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is Impaired.

Insecurity. Lender in good faith believes itself insecure.

COMMERCIAL SECURITY AGREEMENT (Continued)

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RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Texas Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness immediately due and payable, without notice of any kind to Grantor,

Assemble Collateral. Lender may require Grantor to deliver to Londer all or any portion of the Collateral and eny and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter, provided Lender does so without a breach of the peace or a trespass, upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods; provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sals. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sals. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the indebtedness or apply it to payment of the indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Londer's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of

COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 600506

Page 5

dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's Irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will relimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means SAMURAI MARTIAL SPORTS, INC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section tilled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act. 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means SAMURAI MARTIAL SPORTS, INC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means BankUnited, N.A., its successors and assigns.

Note. The word "Note" means the Note dated May 12, 2017 and executed by SAMURAI MARTIAL SPORTS, INC in the principal amount of \$1,765,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.



COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 600506

Page 6

Property. The word "Property" means all of Granton's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MAY 12, 2017.

GRANTOR:

SAMURAI MARTIAL SPORTS, INC.

Ihab S. Ahmed, President of SAMURAI MARTIAL

SPORTS, INC

LENDER:

BANKUNITED, N.A.

Authorized Signer

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Exhibit 1

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The Property has a physical address of 12500 Oxford Park Drive, Houston, Texas 77077.

LEGAL DESCRIPTION

BEING A TRACT OR PARCEL CONTAINING 2.108 ACRES (91,831 SQUARE FEET) OF LAND SITUATED IN THE WILLIAM HARDIN SURVEY, A-24, HARRIS COUNTY, TEXAS, BEING THE SAME CALLED 2.108 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO JACOB A. COHEN RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO. S324866 AND OUT AND A PART OF RESTRICTED RESERVE "A", BLOCK 1, IN DAIRY ASHFORD ACRES, SECTION THREE, A SUBDIVISION OF RECORD UNDER FILM CODE NUMBER (F.C. NO.) 361005 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), SAID 2.108 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS CITED HEREIN ARE BASED ON THE SAID DAIRY ASHFORD ACRES, SECTION THREE). BEARING BASIS IS THE NORTH RIGHT-OF-WAY OF OXFORD PARK DRIVE BEING SOUTH 87 DEGREES 31 MINUTES 40 SECONDS WEST.

COMMENCING AT A POINT IN THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF DAIRY ASHFORD ROAD (100 FEET WIDE) AND MARKING THE SOUTHWEST CORNER OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, A SUBDIVISION OF RECORD UNDER F.C. NO. 359122 OF THE H.C.M.R. AND MARKING THE NORTHWESTERLY CORNER OF RESTRICTED RESERVE "B", BLOCK 1 OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND OF A CALLED L246 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO DAVEY ENTERPRISES, INC. RECORDED UNDER H.C.C.F. NO. 8710558;

THENCE, NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, ALONG THE COMMON SOUTHERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO AND THE NORTHERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND OF SAID 1.246 ACRE TRACT, A DISTANCE OF 250.00 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, AND AN INTERIOR CORNER OF SAID DAIRY ASHFORD ACRES, SECTION THREE;

THENCE, NORTH 02 DEGREES 28 MINUTES 20 SECONDS WEST, ALONG THE COMMON EASTERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO AND THE WESTERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 150.00 FEET TO A 5/8-INCH IRON ROD FOUND IN THE SOUTHERLY LINE OF DAIRY ASHFORD ACRES, SECTION ONE, A SUBDIVISION OF RECORD UNDER F.C. NO. 356007 OF THE H.C.M.R. AND OF A CALLED 13.564 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO A-S 94 WESTHEIMER-DAIRY ASHFORD, L.P. RECORDED UNDER H.C.C.F. NO 20060138612 AND MARKING THE NORTHEAST CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, THE NORTHWESTERLY CORNER OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG THE COMMON SOUTHERLY LINE OF DAIRY ASHFORD ACRES, SECTION ONE AND OF SAID 13.564 ACRE TRACT AND THE NORTHERLY LINE OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 250.00 FEET TO A 5/8-INCH IRON ROD FOUND MARKING THE NORTHWESTERLY CORNER OF A CALLED 2.86 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO AKT STONE MEADOW, INC. RECORDED UNDER H.C.C.F. NO. T325118 AND THE NORTHEASTERLY CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEGREES 28 MINUTES 20 SECONDS EAST, DEPARTING LAST SAID COMMON LINE AND ALONG THE EASTERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND THE WESTERLY LINE OF SAID 2.86 ACRE TRACT, A DISTANCE OF 367.13 FEET TO A 5/8-INCH IRON-ROD FOUND IN THE NORTHERLY R.O.W. LINE OF OXFORD PARK DRIVE, BASED ON A 60-FOOT WIDTH AS DEPICTED ON THE PLAT OF SAID DAIRY ASHFORD ACRES, SECTION THREE, AND MARKING THE SOUTHWESTERLY CORNER OF SAID 2.86 ACRE TRACT AND THE SOUTHEASTERLY CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DERGEES 31 MINUTES 40 SECONDS WEST, ALONG THE COMMON NORTHERLY R.O.W. LINE OF SAID OXFORD PARK DRIVE AND THE SOUTHERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 250.00 FEET TO A 5%-INCH IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF THE AFORESAID 1.246 ACRE TRACT AND THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEGREES 28 MINUTES 20 SECONDS WEST, DEPARTING LAST SAID COMMON LINE, OVER AND ACROSS SAID RESTRICTED RESERVE "A", BLOCK 1 OF DAIRY ASHFORD ACRES, SECTION, A DISTANCE OF 367.51 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.108 ACRE (91,831 SQUARE FEET) OF LAND.

RP-2023-2420 01/04/2023 ER \$34.00

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

> GRANTEE'S NAME AND ADDRESS: CRE Properties, Inc. 14817 Oak Lane Miami Lakes, FL 33016

SUBSTITUTE TRUSTEE'S DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, Samurai Martial Sports, Inc. ("Borrower"), executed and delivered to Mike Ramsey, trustee ("Trustee") for the benefit of BankUnited, N.A. ("Holder"), that certain Deed of Trust dated as of May 12, 2017, recorded as Clerk's File Number 2017-211314 in the Official Public Records of Harris County, Texas (the "Deed of Trust"); whereby, for the purpose of securing the payment of certain indebtedness (the "Indebtedness") set out in the Deed of Trust, Borrower Granted, Sold and Conveyed to Trustee certain lots, tracts or parcels of land lying and being situated in Harris County, Texas, and described therein. This Substitute Trustee's Deed conveys such real property, the same being more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes, together with all appurtenances thereto and any and all improvements and fixtures existing or thereafter constructed or located thereon (the "Property");

WHEREAS, I, Louis Williams, was duly appointed by Holder as Substitute Trustee pursuant to that certain Removal and Appointment of Substitute Trustee, dated May 3, 2021, fully in accordance with the Deed of Trust;

WHEREAS, default under the Deed of Trust has occurred and is continuing and Holder has, since that default, requested that I proceed to sell the Property in accordance with the provisions of the Deed of Trust, for the purpose of paying the Indebtedness;

WHEREAS, pursuant to said request and the provisions of the Deed of Trust, I proceeded to sell the Property at public auction at The Bayou City Event Center, 9401 Knight Road, Houston, Texas 77045 between the hours of 1:00 o'clock p.m. and 4:00 o'clock p.m., on Tuesday, the 3rd day of January, 2023, after public notice of the time, place, and terms of such sale, as prescribed by the Deed of Trust and the laws of the State of Texas, having been given and after (i) written notice thereof having been posted at the Harris County Courthouse in Harris County, Texas, for at least twenty-one (21) days preceding the day of sale, (ii) written notice thereof having been filed in the Office of the County Clerk of Harris County, Texas, at least twenty-one (21) days prior to the day of sale, and (iii) written notice thereof having been mailed

(certified mail, return receipt requested) to the debtor obligated to pay the Indebtedness according to the records of Holder, at least twenty-one (21) days prior to the day of sale; and

WHEREAS, at such sale the Property was by me struck off to CRE Properties, Inc., a Florida corporation ("Purchaser") for the price of \$1,512,000.00, Purchaser being the best and highest bidder for the same, and said sum being the best and highest bid therefor.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Louis Williams of Harris County, Texas, Substitute Trustee as aforesaid, by virtue of the powers granted to me by the Deed of Trust and the Removal and Appointment of Substitute Trustee, and in consideration of the foregoing premises and of the value expressed above conveyed to me by Purchaser, the receipt and sufficiency of which is hereby acknowledged (which I have applied according to the directions of the Deed of Trust), have, on behalf of Borrower, GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, the Property unto Purchaser.

TO HAVE AND TO HOLD, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Purchaser and the representatives, successors and assignee of Purchaser forever; and for and on behalf of Borrower, grantor in the Deed of Trust, and the representatives, successors, and assigns of Borrower, I do hereby bind Borrower, and the representatives, successors and assigns of Borrower, to Warrant and Forever Defend, all and singular, the Property, insofar as is authorized by the Deed of Trust, unto Purchaser and the representatives, successors and assigns of Purchaser, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Substitute Trustee's Deed and the price recited hereinabove includes and was paid for both the real property and, pursuant to the provisions of V.T.C.A. Bus. & C. Code Ann. § 9.604(a)(2), any personal property covered by the Deed of Trust and the conveyance made hereby accordingly covers all the Property.

[signature page follows]

WITNESS MY HAND, this the 3rd day of January, 2023.

Williams Substitute Trustee

STATE OF TEXAS

COUNTY OF HARRIS

§ §

This instrument was acknowledged before me on January 3, 2023, by Louis Williams as Substitute Trustee.

Commission Expires 11-08-2025 Notary ID 48685-9

Notary Public in and for the State of Texas



The Property has a physical address of 12500 Oxford Park Drive, Houston, Texas 77077.

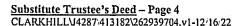
LEGAL DESCRIPTION

BEING A TRACT OR PARCEL CONTAINING 2.108 ACRES (91,831 SQUARE FEET) OF LAND SITUATED IN THE WILLIAM HARDIN SURVEY, A-24, HARRIS COUNTY, TEXAS, BEING THE SAME CALLED 2.108 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO JACOB A. COHEN RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (II.C.C.F. NO. S324866 AND OUT AND A PART OF RESTRICTED RESERVE "A", BLOCK 1, IN DAIRY ASHFORD ACRES, SECTION THREE, A SUBDIVISION OF RECORD UNDER FILM CODE NUMBER (F.C. NO.) 361005 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), SAID 2.108 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS CITED HEREIN ARE BASED ON THE SAID DAIRY ASHFORD ACRES, SECTION THREE). BEARING BASIS IS THE NORTH RIGHT-OF-WAY OF OXFORD PARK DRIVE BEING SOUTH 87 DEGREES 31 MINUTES 40 SECONDS WEST.

COMMENCING AT A POINT IN THE FASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF DAIRY ASHFORD ROAD (100 FEET WIDE) AND MARKING THE SOUTHWEST CORNER OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, A SUBDIVISION OF RECORD UNDER R.C. NO. 359122 OF THE H.C.M.R. AND MARKING THE NORTHWESTERLY CORNER OF RESTRICTED RESERVE "B", BLOCK 1 OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND OF A CALLED 1.246 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO DAVEY ENTERPRISES, INC. RECORDED UNDER H.C.C.F. NO. 8710558;

THENCE, NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, ALONG THE COMMON SOUTHERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO AND THE NORTHERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND OF SAID 1.246 ACRE TRACT, A DISTANCE OF 250.00 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, AND AN INTERIOR CORNER OF SAID DAIRY ASHFORD ACRES, SECTION THREE;

THENCE, NORTH 02 DEGREES 28 MINUTES 20 SECONDS WEST, ALONG THE COMMON EASTERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO AND THE WESTERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 150.00 FEET TO A 5/8-INCH IRON ROD FOUND IN THE SOUTHERLY LINE OF DAIRY ASHFORD ACRES, SECTION ONE, A SUBDIVISION OF RECORD UNDER F.C. NO. 356007 OF THE H.C.M.R. AND OF A CALLED 13.564 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO A-S 94 WESTHEIMER-DAIRY ASHFORD, L.P. RECORDED UNDER H.C.C.F. NO 20060138612 AND MARKING THE NORTHEAST CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, THE NORTHWESTERLY CORNER OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE AND THE POINT OF BEGINNING AND NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

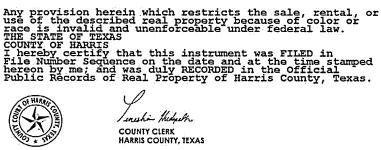


THENCE, NORTH 87 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG THE COMMON SOUTHERLY LINE OF DAIRY ASHFORD ACRES, SECTION ONE AND OF SAID 13.564 ACRE TRACT AND THE NORTHERLY LINE OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 250.00 FEET TO A 5/8-INCH IRON ROD FOUND MARKING THE NORTHWESTERLY CORNER OF A CALLED 2.86 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ART STONE MEADOW, INC. RECORDED UNDER H.C.C.F. NO. T325118 AND THE NORTHEASTERLY CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEGREES 28 MINUTES 20 SECONDS EAST, DEPARTING LAST SAID COMMON LINE AND ALONG THE EASTERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND THE WESTERLY LINE OF SAID 2.86 ACRE TRACT, A DISTANCE OF 367.13 FEET TO A 5/8-INCH IRON-ROD FOUND IN THE NORTHERLY R.O.W. LINE OF OXFORD PARK DRIVE, BASED ON A 60-FOOT WIDTH AS DEPICTED ON THE PLAT OF SAID DAIRY ASHFORD ACRES, SECTION THREE, AND MARKING THE SOUTHWESTERLY CORNER OF SAID 2.86 ACRE TRACT AND THE SOUTHEASTERLY CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DERGEES 31 MINUTES 40 SECONDS WEST, ALONG THE COMMON NORTHERLY R.O.W. LINE OF SAID OXFORD PARK DRIVE AND THE SOUTHERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 250.00 FEET TO A 5/8-INCH IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF THE AFORESAID 1.246 ACRE TRACT AND THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEGREES 28 MINUTES 20 SECONDS WEST, DEPARTING LAST SAID COMMON LINE, OVER AND ACROSS SAID RESTRICTED RESERVE "A", BLOCK 1 OF DAIRY ASHFORD ACRES, SECTION, A DISTANCE OF 367.51 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.108 ACRE (91,831 SQUARE FEET) OF LAND.



inishin theductor COUNTY CLERK HARRIS COUNTY, TEXAS

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

UNOFFICIA

01/04/2023 08:21 AM HARRIS COUNTY TENESHIA HUDSPETH COUNTY CLERK Fees \$34.00

RP-2023-2420 # Pages 6 e-Filed & e-Recorded in the Official Public Records of

Exhibit 7

RECEIVED OR FILED JUSTICE OF THE PEACE 5-1 HARRIS COUNTY, TEXAS 1/19/2023 1:43 PM

BUSINESS LOAN AGREEMENT

Principal Loan Date Maturity Loan No Call / Coll Account Officer Initials \$1,765,000.00 05-12-2017 05-12-2042 600506 330 / 0015 300 / 0015
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing """" has been omitted due to text length limitations.

Borrower:

SAMURAI MARTIAL SPORTS, INC 12500 Oxford Park Drive,

Houston, TX 77077

Lender:

BankUnited, N.A. Small Business Finance 7815 NW 148 Street Miami Lakes, FL 33016

Date

THIS BUSINESS LOAN AGREEMENT dated May 12, 2017, is made and executed between SAMURAI MARTIAL SPORTS, INC ("Borrower") and BankUnited, N.A. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of May 12, 2017, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees; and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) assignments of life insurance; (6) guaranties; (7) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Texas. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains its principal office at 12500 Oxford Park Drive,, Houston, TX 77077. Unless Borrower has designated otherwise in writing, this is the principal office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete first of all assumed business names under which Borrower does business:

Borrower Assumed Business Name Filing Location
SAMURAI MARTIAL SPORTS, Samural Karate Dojo

SAMURAI MARTIAL SPORTS, Samural Karate Dojo
INC
SAMURAI MARTIAL SPORTS, Martial Arts and Fitness Facility

Authorization: Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 600506

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Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warrantles contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and walves any future claims against Lender for Indemnity, defend, and hold harmless Lender against any and all claims, losse

Litigation and Claims. No litigation, claim, invostigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Socurity Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly Inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Financial Covenants and Ratios. Comply with the following covenants and ratios:

Additional Requirements. Annual Statements. As soon as available, but in no event later than ninety (90) days after the end of each fiscal year, Borrower's and any Corporate Guarantor's management prepared balance sheet and income statement for the year ended.

Tax Returns. Borrower and any Corporate Guarantor shall provide, as soon as available, but in no event later than thirty (30) days after the applicable filling date for the tax reporting period ended, self prepared Federal and other governmental tax returns. In the case of an extension copies are to be provided no later than six (6) months after the first filing date.

Personal Financial Statements. Guarantor shall provide a self prepared signed and dated personal financial statement for the year ended, on Lender's form no later than May 15th of each year.

Tax Returns. Guarantor shall provide, as soon as available, but in no event later than thirty (30) days after the applicable filling date for the tax reporting period ended, self-prepared Federal and other governmental tax returns, including all K-1 schedules and Schedule C. In the case of an extension copies are to be provided no later than six (6) months after the first filling date.

Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be made in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each

BUSINESS LOAN AGREEMENT (Continued)

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insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Life Insurance. As soon as practical, obtain and maintain life insurance in form and with insurance companies acceptable to Lender on the following individual in the amount indicated below and, et Lender's option, cause such insurance coverage to be piedged, made payable to, or assigned to Lender on Lender's forms. Lender, at its discretion, may apply the proceeds of any insurance policy to the unpaid balances

Name / Title of Insured

Amount \$350,000.00

Guarantles. Prior to disbursement of any Loan proceeds, furnish executed guarantles of the Loans in favor of Lender, executed by the guaranters named below, on Lender's forms, and in the amounts and under the conditions set forth in those guaranties.

Names of Guarantors

Amounts

lhab S. Ahmed

Unlimited

Wafa Abulell

Loan No: 600506

Unlimited

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender In

Taxes, Charges and Liens. Pay and discharge when due all of its Indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and filens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding; including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to exemine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement,

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or ornission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation, guideline, or generally accepted accounting



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principle, or the Interpretation or application of any thereof by any court, administrative or governmental authority, or standard-setting organization (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, ilens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender.

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases. (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as anended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Loan No: 600506

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Environmental Default. Failure of any party to comply with or perform whon due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any Loan.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or fien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a gamishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or

BUSINESS LOAN AGREEMENT (Continued)

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forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its solo discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

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EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (Including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make exponditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attornays' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any Information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation Interests, as well as all notices of any repurchases of such participation interests. Borrower also agrees that the purchasers of any such participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

No Walver by Lender. Lender shall not be deemed to have walved any rights under this Agreement unless such walver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.



BUSINESS LOAN AGREEMENT (Continued)

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Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower' as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower's shall not, however, have the right to assign Borrower's rights under this Agreement or any Interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means SAMURAI MARTIAL SPORTS, INC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop piedge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, loase or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without fimiliation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, Including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means BankUnited, N.A., its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated May 12, 2017 and executed by SAMURAI MARTIAL SPORTS, INC in the principal amount of \$1,765,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender, (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the



BUSINESS LOAN AGREEMENT (Continued)

Loan No: 600506

BORROWER:

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ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled 'Indebtedness and Liens'; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED MAY 12, 2017.

SAMURAI MARTIAL SPORTS, INC

By:
Thab S. Ahmed, President of SAMURAI MARTIAL
SPORTS, INC

LENDER:

BANKUNITED, N.A.

By:
Authorized Signer

Landing Val. 14 48 047 Capt. O-H 1604 Capperson 1947, 2017. All Refer Reserved. - R. DASPPELASTRONOCTED VOLUME PROGRAM PROGRAM

Loan No: 600506

BUSINESS LOAN AGREEMENT (Continued)

Page 7

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ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled 'Indebtedness and Liens'; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the not value of Borrower's assets.

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Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED MAY 12, 2017.

BORROWER

SAMURAI MARTIAL SPORTS, H

By: Thab S. Ahmad President of SAMURAI MARTIAL

SPORTS, INC

LENDER:

BANKUNITED, N.A.

By: Authorized Signer Sonows

MATTIN, Nov. 16-LEGST Copt. D+HUBA Copinion 1467, 2015. At Physic Reserved. + N. O. WATELASERPHIC CPUPLICATED TRASSILL PROJEC

RP-2017-211314 05/16/2017 ER \$52.00

DEED OF TRUST

RECORDATION REQUESTED BY: BankUnited, N.A. Small Business Finance 7815 NW 148 Street Miami Lakes, FL 33018

WHEN RECORDED MAIL TO: Return To: 1205265 - HK

BankUnited, N.A. Small Business Finance 7815 NW 148 Street Miami Lakes, FL 33016

VERITAS TITLE PARTNERS 11 GREENWAY PLAZA, Ste. 3170 HOUSTON, TX 77046

SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

THIS DEED OF TRUST is dated May 12, 2017, among Samural Martial Sports, Inc., A Texas corporation, whose address is 12500 Oxford Park Drivo₄, Houston, TX 77077 ("Grantor"); BankUnited, N.A., whose address is Small Business Finance, 7815 NW 148 Street, Miami Lakes, FL 33016 (referred to below sometimes as "Beneficiary"); and Mike Ramsey, whose address is 201 Main St. Suite #600, Fort Worth, TX 76102 (referred to below as

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erocled or offixed buildings, improvements and fixtures; end all easements, rights of way, and appurenances; all water and water injust; and all other rights, coyolites, and profits relating to the real property, including without limitation such rights as Grantor may have in all interests, oil, gas, geothermal and similar matters, (the "Real Property") located in Harris County, State of Texas:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 12500 Oxford Park Drive, Houston, TX 77077. The Real Property tax Identification number is 361005.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commordal Code security into to the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE. (A) PAYMENT OF THE INCESTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender at amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner performable of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

VENDOR'S LIEN. The debt evidenced by the Note is in part or total payment of the purchase price of the Property the debt is secured by both this Deed of Trust and by a vendor's lien on the Property. Which is expressly retained in the deed of the Property to Grantor. This Deed of Trust does not waive the vendor's lien; and the two liens and the rights created by this instrument shall be cumulative. Lender may cleat to loradose under either of the tiens without waiving the other or may foreclose under both. The deed wherein the vendor's lien is jettined is incorporated. under either of the tiens into this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granior agrees that Granior's possession and use of the Property shall be governed by

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property: (2) use, operate or manage the Property; and (3): collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable conducts and promptly perform all repairs, replacements, and maintainance nocessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to tender that: (1) During the period of Grantor's ownership of the Property, there has been no use, goneration, menulacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (3) only braight or violation of any Environmental Laws, (b) any tose, generation, manufacture, storage, treatment; disposal, clease or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or birestened hitigation or claims of any kind by any person relating to such matters; and (3) Except as previously disposed to and acknowledged by Lender in writing, (a) notitier Grantor not any tenant, contractor, agent or other subnorted user of the Property shall use; generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without Britteden all Environments Laws. Grantor published and published of elemina compliance of the Property with this socion; or the part of tender to grantor of cereta any responsibility or liability or the part of tender to grantor or for any compliance of the Property with this socion; or responsibility or liability or the part of Lender to Grantor or to any other person. The representations and werrantice, contained herein are based on Grantors due cliquer to firm the Property for Hazardous Substances. Grantor hereby (1) releases and waves any luture, claims against Lender for indemnity or contribution in the

Loan No: 600506

DEED OF TRUST (Continued)

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event Granter becomes liable for cleanup or other costs under any such taws; and (2) agrees to Indemnity, detend, and hold harmless Lander against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly custain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Granter's coverating or interest in the Property, whether or not the same was or should have been known to Granter. The provisions of this section of the Deed of Trust including the obligation to Indemnity and defend, shall survive the payment of the Indebtodness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Russance, Waste. Grantor shall not cause, conduct or pennt any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements ealistactory to Lender to replace such Improvements with Improvements of at least equal value.

Lendor's Right to Enter. Lender and Londor's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lendor's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of

Compliance with Governmental Requirements. Grantur shell promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Granter may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole aprinon, Lender's interests in the Property are not Jeopandized. Londer may require Grantor to post adequate security or a surely bond, reasonably satisfactory to Lender, to protect Lender's interest.

Buty to Protect. Granter agrees neither to abandon or leave unnitended the Property. Granter shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the

Properly.

DUE ON SALE - CONSENT BY LENDER, Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Londor's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or infurest in the Real Property whether legal, beneficial or equitable; whether voluntary or invokuntary; whether by outright sells, deed, installment sale contract, land contract, contract, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grenter is a corporation, partnership or limited liability company, Iransfer also includes any change in ownership, of more than twenty-five portant (25%) of the voling stock, partnership interests or limited liability company interests, is the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND UENS. The following provisions relating to the taxes and tions on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquoncy) all taxos, special taxes, assessments, charges (including water and sever), fines and impositions levied against or on account of the Property, and shall pay when due all daims for work done on or for services rendered or material familished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Londor under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Centest. Granter may withhold payment of any tax, accessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's Interest in the Property Is not Jeopardized. If a lien artises or is filed as a result of nonpayment, Granter shall within filteen (15) days after the lien artises or, if a lien is filed, within filteen (15) days after Granter has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient coparate survey bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foredocure or sale under the lien. In any contest, Granter shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Granter shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender selfstactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Londor at any time a written statement of the taxes and assessments against

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property. If any mechanic's lien, materialmon's fion, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurences satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of insurance. Granicr shall procure and maintain policies of fire Insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any colonomence dause, and with a standard mortgagoe clause in favor of Lender. Granicr shall also procure and maintain comprehensive general fabrility insurance in such coverage amounts as Lender may request with Trustee and Lender being ramed as additional insureds in such librility insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Dickles shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR TROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor falls to provide any required insurance or falls to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of

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the insurance will be added to the Indebtedness. If any such insurance is procured by Lendor, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon requestion have the option of the lender from time to time the policies of contrained in form selficiation to Lender, including supulations that coverages will not be cancelled or diminished without at least thirty. (30) days prior written notice to Lender. Each insurance policy reasons shall include an endoursement providing that coverage and include an endoursement providing that coverage in favor of Lender will not be impalled in any way by any act; emission or defoult of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emorgency. Managoniant Agency, as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood insurance, it available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard gree, for the full umpair of insurance of the loan and any prior lens on the property accuring the loan, up to the maximum policy limits set under the National Flood Insurance Program; or as otherwise required by Lender, and to maintain such transaction, the term of the loan. the insurence will be added to the indebtedness. If any such insurance is procured by Lender, Granter will be so notified, and Granter will

or as charwise required by Lender, and to maintain such insurance for the term or the term or the term.

Application of Probeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Carafor falls to do so within fifteen (15) days of the casualty. Whether or not Lender's security is imported. Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtodriess, payment of any ten affecting the Property. Or the insurance and apply the proceeds to the reduction of the indebtodriess, payment of any ten affecting the Property or the insurance and apply the proceeds to the reduction of the indebtodriess, payment of any ten affecting the Property and repair of restoration and repair of the Property. If Lender cleats to apply the proceeds to the damaged or destroyed improvements in a mainter satisfactory bender. It can affecting the property in the proceeds of the reasonable cost of repair or restoration of the property in the proceeds of the reasonable cost of repair or restoration of the property shall be used first to pay any amount owing to Londer under this Doed of Trust, then to pay accorded interest, and the remainder, if any, shall be applied to the principal balance of the Indebtodriess. If Lender node any proceeds onter payment in full of the Indebtodriess, such proceeds shall be paid to Grantor as Grantor's Interests may appear.

Grantor's Report on Insurance, Upon request of Lender, however not more than once a year, Grantor's Interests may appear.

Grantor's Report on Insurance, Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance, showing: (1) the name of the insurer. (2) the risks insured; (3) the amount of the policy. (4) the property insured, the their current replacement value of such property, and the manner of determining that value; and (5) the expiration due to if the policy. Grantor'shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

teplacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under; this Deed of Trust or any Related bocuments, Londer on Grantor's behalf may (but shall not be obligated to) take any action that Londer deems appropriate, including but not limited to discharging or paying all trues, liens, security interests, encompanies and other dains, at any time levied or placed on the Property and poying all costs; for Insufing, maintaining and preserving the Property. All such expenditures locured or paid by Lender, for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender, for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender, for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender, for such purposes will then bear interest at the rate law, all such expenses will become a part of the includingess and, at Lender's option, will (A) be physible on demand; (B) be added to the behance of the Note and be opportioned emerge and be payable with any installment payments to become due during either (1) the terminating term of the Note or (C) be received as a balloon payment which will be due and payable at the Note or (C) be received as a balloon payment which will be due and payable at the Note or (C) be received as a balloon payment which will be due and payable at the Note or (C) be received as a balloon payment which will be due and payable at the Note or (C) be received as a balloon payment which will be due and payable at the Note or (C) be received as a balloon payment which will be due and payable at the Note or (C) be

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grentor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and eccepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustae or Lender under this Deed of Trust, Grantor stail defend the action at Grantor's expanse. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding by the proceeding by counset of Lender's own choice, and Grantor will defiver, or cause to be delivered, to Lender such instruments as Lender may request from I'mo to time to permit such padicipation.

Compliance With Lows. Grantor warrants that the Property and Grantor's use of the Property compiles with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, werranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions retailing to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lendor in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lendor shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to pomit such participation.

Application of Net Proceeds. To the extert permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condomnation of the Property, are horeby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in fleu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall meen the award after payment of all reasonable costs, expenses, and alterneys' fees incurred by Trustee or Londer in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement era a part of this Deed of Trust:

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Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commorcial Code as amended from time to time.

Lender shall have all of the lights of a secured party under the universal code as amended from time to unto.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall relimbture Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Parsonal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Granfor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

a or trust:

Further Assurances. At any time, and from time to lime, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Londer's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and oil such mortgages, deeds of trust, security deeds, security egreements, linancing statements, continuation statements, instruments of further assurance, contilicates, and other documents as may, in the sole opinion of Lender, be necessary or destrable in order to effectuate, complete, periodic, continue, or preserve (1) Grantor's obligations under the Note, this Daed of Trust, and the Related Documents, and (2) the liens and security internsis created by this Deed of Trust as first and prior filers on the Property, whether, now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes of rantor the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

PARTIAL RELEASES. Londer shall execute partial releases of the lien of this Deed of Trust upon the following conditions: BankUnited, N.A. does not allow partial releases without prior credit approvat,

FULL PERFORMANCE. If Granter pays all the indebtedness when day, and otherwise performs all the obligations imposed upon Granter under this Deed of Trust, Lender shall execute and deliver to Granter a release of this Dead of Trust, line and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the indebtedness and performance of such obligations shall not forminate this Dood of Trust unless the lions and interest created heraby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Granter, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor falls to make any payment when due under the Indebtedness.

Other Defaults. Grantor falls to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Granter within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Feithre of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indoctedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the registed Documents.

False Statements. Any warranty, representation or attainment made or furnished to Lander by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents coases to be in full force and offact (including failure of any collateral document to create a valid and porfected security interest or tien) at any time and for any reason.

insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of croditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Or different proceeding under any contribute of inschency laws by or against Grantor.

Craflitor or Forfaiture Proceedings. Commencement of foreclesure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtodness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if thore is a good faith dispute by Grantor as to the validity or recombleness of the olding which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or proceeding and deposits with Lender ments or a surery bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the creditor or forfeiture.

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Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not itemedied within any grace period provided therein, including without imitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, Whether existing now or fate:

Events Affecting Guaranter. Any of the preceding events occurs with respect to any Guaranter of any of the indebtedness or any Guaranter dies incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insocurity. Lender in good faith believes Itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Doed of Trust, at any limit thereafter, Truston or Londer may, overclass any one or more of the following rights and remedies:

Election of Remadies. Election by Lendor to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make opportdivers or to take action to perform an obligation of Granfor under this Deed of Trust, after Granfor's feature to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpeld principal balance of the Indebtedness due and payable. In no event will Granter-be required to pay any unparted interest:

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell oil, or any portion of the Property at public auction to the highest bidder for each at the location, within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the counthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first truesday of any month, after the rustee of its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a sociared party, under the Uniform Commercial Code.

Collect Revis. As additional security for the payment of the indebtedness, Grantor hereby assigns to Lender all Ronts as datined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default, shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such reinforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lesse the Property, Lender shall not be liable for its failure to rent the Property. Lender shall not be liable for its failure to rent the Property. It collect any Rents; or to exercise diagonal in any matter relating to the Rents; Lender shall be accountable circly for Rents actually received. Lender network in the success of landicing unpaid belance of the Indebtedness, in such order or manner as Lander shall be applied by Lender first to the remaining unpaid belance of the Indebtedness, in such order or manner as Lander shall be applied by Lender first to the remaining unpaid belance of the Indebtedness, in such order or manner as Lander shall be expected. If any, shall be poid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby lolarly and severally authorizes and empowers Trustee to sell all or any portion of the Property together for in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser of purchasers of such Property good and sufficient deods of convoyance of fee simple title, or of leaser estates, and bills of sale and assignments, with covenants of general warranty mixed on Grantor's bohalf, in no event shall Trustee be required to exhibit; persent or display at any such case any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase read the sale shall sale shall be beliefly of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lunder shall have the right to have a receiver appointed to take possession of all or any part of the Property with the power to protect and preserve the Property, to operate the Property preceding foreclosure or side, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may save withfault bond if parmitted by taw. Lendar's right to the appointment of a receiver shall exist whether or not the apparent value of the Property, exceeds the Indebtedness by a substantial amount. Employment by Lendar shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. It Grantor remains in possession of the Property after the Property Is sold as provided above or Lender otherwise becomes children to possession of the Property upon default of Grantor, Grantor shall become a lenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property (2) vecate the Property Immediately upon the demand of Lender, or (3) If such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to Institute and maintain the stigutory action of forcible only and detainer, and property and prope

Other Remedies. Truston or Lander shall have any other right or ramedy provided in this Deed of Trust or the Note or available of low or inequity.

Sale of the Property. To the extent permitted by applicable taw, Grantor hereby waives any and all rights to have the Property markhalled. In exercising its rights and remedies, the Trustee or Lender shall be fine to sell all or any part of the Property together, or departitely, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with, a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisement, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Tokias Property Code was given shall be prima facto evidence of the fact that such notice was in fact given. Recitats and statements of fact in any notice or in any conveyance to the purchasors of the Property in any foreclosure sale under this Deed of Trust shall be prima facte evidence of the truth of such facts, and all perceptions and requirements necessary to the validity of any such sale shall be presumed to have been portorned. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and tegal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, saling, or releasing the Property. (b) then to Lender the full emount of the Indebtedness. (c) then to any amount required by law to be paid before payment to Granter, and (d) the balance, if any, to Granter.

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Attorneys' Fass; Expenses. If Lender institutes any suit or action to enforce any of the torms of this Dood of Trust, Lender shall be omitted to recriver such sum as the court may adjudge reasonable as Lender's attorneys' fees at this and upon any appeal. Whether or not any court action is involved, end to the extent not prohibited by law, all reasonable expenses. Lender incurs that in Lender's opinion are nocessary at any time, for the protection of its interies or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expension. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable taw, Lender's reasonable attorneys' lees and expenses for benkruptcy proceedings (including chorus to modify or vecate any automatic stay or injunction), appeals, and any anticipated post-fudgment collection services, the cost of searching records, obtaining title reports (including loreclosure, reports), surveyors' reports, and apprisable tees, title instructe, and fees for the function permitted by applicable law, Grantor also will pay any, court costs, in addition to all other sums provided by law, in the event of foreclosure, of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily inques in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law; Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including this dedication of streets or other rights to the public (b) join granting any easement or occating any restriction on the Real Property; and (c) Join in any subordination or other agreement affecting this Deed or Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure-proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent required by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth ebove, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lander shall have the right to foreclose by notice in either case in accordance with and to the full extent provided by applicable law:

Substitute Trustee. Lender, at Lender's option, from time to time; and more than once, may appoint in writing a successor or substitute-trustee, with or without cause, including the resignation, absence, death, inability, refusal or latter to act of the Trustee... The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without environmentally except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then successor of all rights, obligations, and duttee of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashier of Lender. President, Secretary, or Cashier of Lender.

Presigons, Secretary, or Casmer of Lender.

HOTICES. Any notice, required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale-hall be given in writing, and shall be officiate when actually delivered, when actually received by idefacts mild (unless chorwise required by law), when deposited with a nationally recognized evernight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepoid, directed to the addresses shown near the beginning of this Dead of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's eddress. For notice purposes, Granter agrees to keep Lender informed at all times of Granter's current address. Unloss otherwise provided or required by law, if there is more than one Granter, any notice given by Lender to any Granter is deemed to be notice given to all Granters.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Granter grants an irrovocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Default. Grantor's lotture to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Deed of Trust. If Grantor's Interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its comer, any default under such lease which might result in termination of the lease as it pertains the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Deed of Trust.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the online understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of not operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expanditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Dead of Trust with any other interest or estate in the Property at any time hold by or for the benefit of Lender in any capacity, without the written consent of Lender.

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Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Leader or SBA may use local or state procedures for propers such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or essent against SBA any local or state law to dany any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

No Waiver by Lender. Lender shall not be doemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of tender's right otherwise to demand stuff compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute constitute owners to subsequent instances where such consent is required and in all cases such consent may be granted or withhold in the sole discretion of Lender.

Saverability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be litegal, invalid, or unenforceable as to any other circumstance. It feasible, the offending provision shall be considered modified to that it becomes logal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the litegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of fortearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the assence in the performance of this Deed of Trust.

Loan No: 600506

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to defar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the alingular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means BankUnited, N.A., and its successors and essigns.

Sorrower. The word "Borrower" means SAMURAI MARTIAL SPORTS, INC and includes all co-signors and co-makers signing the Note and all their successors and assigna.

Doed of Trust. The words 'Doed of Trust' mean this Dood of Trust among Granter, Lender, and Trustee, and includes without finitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust to the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any end at state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Llability Act of 1980, as amended, 42 U.S.C. Section 9601, at seq. ("CERCLA"), the Superfund Amendments and Reauthoritation Act of 1986, Pub. L. No. 93-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state or federal laws, rules, or regulations adopted pursuant therefor.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means SAMURAI MARTIAL SPORTS, INC.

Guarantor. The word "Guarantor" means any guarantor, surely, or accommodation party of any or all of the indebtodness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Noto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pass a present or potential hazard to fiturian health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without fimilation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental taws. The term "Hazardous Substances" also includes, without limitation, petroleum and patroleum by-products or any fraction thereof and asbestos.

Improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, medifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lander to discharge Granter's obligations or expenses incurred by Trustee or Lender to enforce Granter's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Loan No: 600506

Page 8

Lender. The word "Lender" means BankUnited, N.A., its successors and assigns.

Note. The word "Note" means the promissory note dated May 12, 2017, in the original principal amount of \$1,765,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, conscilutions of, and substitutions for the promissory note or agreement, NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

DEED OF TRUST

(Continued)

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Granter, and now or hereafter attached or efficied to the Real Property; togother with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of prendums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, Interests and rights, as further described in this Deed of Trust,

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, ioan agreements, environmental agreements, guaranties, security agreements, mortgages, deads of trust, security deads, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Ronts" means all present and future rents, revenues, income, issues, royalies, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

Trustee. The word "Trustee" means Mike Ramsey, whose address is 201 Main St. Suite #800, Fort Worth, TX 78102 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SAMURAI MARTIAL SPORTS INC.

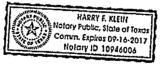
By:
Inab S. Abmed, President of SAMURAI MARTIAL SPORTS, INC.

CORPORATE A	CKNOWL	EDGMENT
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STATE OF TEXAS

COUNTY OF WARIS

This instrument was acknowledged before me on WAY 12 20 17 by Ihab S. Ahmed, President of SAMURAI MARTIAL SPORTS, INC a Texas corporation, on behalf of said borporation.



Notary Public State of Texas



BEING A TRACT OR PARCEL CONTAINING 2.108 ACRES (91,831 SQUARE FEET) OF LAND SITUATED IN THE WILLIAM HARDIN SURVEY, A-24, HARRIS COUNTY, TEXAS, BEING THE SAME CALLED 2.108 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO JACOB A. COHEN RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO. \$324866 AND OUT AND A PART OF RESTRICTED RESERVE "A", BLOCK 1, IN DAIRY ASHFORD ACRES, SECTION THREE, A SUBDIVISION OF RECORD UNDER FILM CODE NUMBER (F.C. NO.) 361005 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), SAID 2.108 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS CITED HEREIN ARE BASED ON THE SAID DAIRY ASHFORD ACRES, SECTION THREE). BEARING BASIS IS THE NORTH RIGHT-OF-WAY OF OXFORD PARK DRIVE BEING SOUTH 87 DEGREES 31 MINUTES 40 SECONDS WEST.

COMMENCING AT A POINT IN THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF DAIRY ASHFORD ROAD (100 FEET WIDE) AND MARKING THE SOUTHWEST CORNER OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, A SUBDIVISION OF RECORD UNDER F.C. NO. 359122 OF THE H.C.M.R. AND MARKING THE NORTHWESTERLY CORNER OF RESTRICTED RESERVE "B", BLOCK 1 OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND OF A CALLED 1.246 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO DAVEY ENTERPRISES, INC. RECORDED UNDER H.C.C.F. NO. 8710558:

THENCE, NORTH 87 DEGREES 31 MINUTES 40 SECONDS EAST, ALONG THE COMMON SOUTHERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO AND THE NORTHERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND OF SAID 1.246 ACRE TRACT, A DISTANCE OF 250.00 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, AND AN INTERIOR CORNER OF SAID DAIRY ASHFORD ACRES, SECTION THREE;

THENCE, NORTH 02 DEGREES 28 MINUTES 20 SECONDS WEST, ALONG THE COMMON EASTERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO AND THE WESTERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 150.00 FEET TO A 5/8-INCH IRON ROD FOUND IN THE SOUTHERLY LINE OF DAIRY ASHFORD ACRES, SECTION ONE, A SUBDIVISION OF RECORD UNDER F.C. NO. 356007 OF THE H.C.M.R. AND OF A CALLED 13.564 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO A-S 94 WESTHEIMER-DAIRY ASHFORD, L.P. RECORDED UNDER H.C.C.F. NO 20060138612 AND MARKING THE NORTHEAST CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION TWO, THE NORTHWESTERLY CORNER OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE AND THE POINT OF BEGINNING AND NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;



THENCE, NORTH 87 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG THE COMMON SOUTHERLY LINE OF DAIRY ASHFORD ACRES, SECTION ONE AND OF SAID 13.564 ACRE TRACT AND THE NORTHERLY LINE OF RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 250.00 FEET TO A 5/8-INCH IRON ROD FOUND MARKING THE NORTHWESTERLY CORNER OF A CALLED 2.86 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ART STONE MEADOW, INC. RECORDED UNDER H.C.C.F. NO. T325118 AND THE NORTHEASTERLY CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEGREES 28 MINUTES 20 SECONDS EAST, DEPARTING LAST SAID COMMON LINE AND ALONG THE EASTERLY LINE OF SAID DAIRY ASHFORD ACRES, SECTION THREE AND THE WESTERLY LINE OF SAID 2.86 ACRE TRACT, A DISTANCE OF 367.13 FEET TO A 5/8-INCH IRON-ROD FOUND IN THE NORTHERLY R.O.W. LINE OF OXFORD PARK DRIVE, BASED ON A 60-FOOT WIDTH AS DEPICTED ON THE PLAT OF SAID DAIRY ASHFORD ACRES, SECTION THREE, AND MARKING THE SOUTHWESTERLY CORNER OF SAID 2.86 ACRE TRACT AND THE SOUTHEASTERLY CORNER OF SAID 2.86 ACRE TRACT AND THE SOUTHEASTERLY CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DERGEES 31 MINUTES 40 SECONDS WEST, ALONG THE COMMON NORTHERLY R.O.W. LINE OF SAID OXFORD PARK DRIVE AND THE SOUTHERLY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, DAIRY ASHFORD ACRES, SECTION THREE, A DISTANCE OF 250.00 FEET TO A 5/8-INCH IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF THE AFORESAID 1.246 ACRE TRACT AND THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEGREES 28 MINUTES 20 SECONDS WEST, DEPARTING LAST SAID COMMON LINE, OVER AND ACROSS SAID RESTRICTED RESERVE "A", BLOCK 1 OF DAIRY ASHFORD ACRES, SECTION, A DISTANCE OF 367.51 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.108 ACRE (91,831 SQUARE FEET) OF LAND.

RP-2017-211314
Pages 11
05/16/2017 07:42 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$52.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law. THE STATE OF TEXAS COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



COUNTY CLERK HARRIS COUNTY, TEXAS

CLARK HILL Strasburger

Tate L. Hemingson
T (214) 651-4714
F (214) 659-4118
Email:Tate.Hemingson@clarkhillstrasburger.com

Clark Hill Strasburger 901 Main Street Suite 6000 Dallas, TX 75202-3794 T 214.651.4300 F 214.651,4330

clarkhill.com

September 22, 2020

VIA FEDERAL EXPRESS:

Samurai Martial Sports, Inc. Attn: Ihad S. Ahmed, President 12500 Oxford Park Drive Houston, TX 77077

VIA FEDERAL EXPRESS:

Ihad S. Ahmed 3807 Shadow Knoll Court Houston, TX 77082

Wafa Abuliel 3807 Shadow Knoll Court Houston, TX 77082

Re: BankUnited, N.A.

Commercial Loan No.: 600506 (U.S. Small Business Administration)

Dear Mr. Ahmed and Ms. Abuliel:

We have been retained by BankUnited, N.A. ("Bank") with respect to Samurai Martial Sports, Inc.'s (hereinafter referred to as "Samurai") outstanding U.S. Small Business Administration loan obligation (hereinafter "Loan Obligation") referenced above. As you are aware, the above-referenced Loan Obligation is in default by, among other things, failing to make your payments when due, failure to pay your real estate taxes in accordance with your loan documents, including additional debt against the real estate collateral. As a result of these ongoing defaults, the Bank hereby makes demand for payment.

This correspondence supersedes any prior correspondence from the Bank, or its agents or representatives, with respect to the Indebtedness, and constitutes formal notice to Samurai of its default under the Loan Obligation. Notwithstanding anything to the contrary, the Bank hereby notifies you that the Bank requires strict compliance with the terms and conditions of the Loan Obligation. The Bank hereby demands that you cure your past due payments and make payment of all of your real estate tax obligations (including Home Tax Solutions) within ten (10) days to avoid the Bank from pursuing its remedies under the Loan Documents.

For your information, the balance owed on the Loan Obligation, as of September 9, 2020, is as follows:

September 22, 2020

Re: BankUnited, N.A.

Commercial Loan No.: 600506 (U.S. Small Business Administration)

Page 2

SAMURAI MARTIAL SPORTS, INC. OBLIGATION NO. 600506		
PRINCIPAL	\$1,723,928.15	
INTEREST AMOUNT	\$32,754.64	
LATE FEES	\$15,625.53	
AMOUNT DUE (as of 09/09/2020)	\$1,772,308.32	

Please note that the above balance does not include outstanding attorneys' fees, costs or other expenses owed to the Bank, which you are responsible for under the Loan documents. Please contact your Loan Officer, Amy Grasso, at (631) 454-1257, to obtain the amount needed to cure the past due balances.

Please let this correspondence also serve as notice to Samurai Martial Sports, Inc., and you both, as Guarantors, that the Bank is reserving all of its rights and remedies available under the loan documents and that the Bank is not waiving any of its rights to pursue all its remedies against Samurai and you both as Guarantors, with respect to these defaults. The Bank reserves its right to enforce any and all such rights and remedies as it has available if, and when, it deems necessary to proceed. This correspondence is being sent to you as a courtesy and is not an admission that any written notices are due to you. Nor is it an election of remedies or waiver of Bank's right to exercise any rights or remedies which may now or hereafter be available pursuant to the terms of the applicable loan documents, or that are otherwise available at law and equity. No delay by the Bank in exercising any rights or any remedies is a waiver of any rights or remedies which it may have or subsequently assert. Any or all rights or remedies available to the Bank shall be cumulative and may be exercised separately, in succession or concurrently at its sole discretion.

The Bank is considering its options on enforcement of the Loan Obligation, Guarantees, Deed of Trust and Security Agreements provided by Samurai and the Guarantors, which may include litigation and/or foreclosure. Prior to enforcing its rights and legal remedies the Bank is making one final attempt to reach out to you to determine whether the Bank, Samurai and the Guarantors can work out a mutually acceptable agreement regarding payment of its past due obligations.

Please contact the undersigned by September 30, 2020 to discuss this matter. If an agreement acceptable to the Bank curing these defaults is not reached by that date the Bank may proceed with its legal remedies.



September 22, 2020

Re: BankUnited, N.A.

Commercial Loan No.: 600506 (U.S. Small Business Administration)

Page 3

Thank you for your anticipated prompt attention to this matter.

Very truly yours,

CLARK HILL PLC

Tate L. Hemingson

TLH:smj

If any party who receives this letter is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (Title 11 of the United States Code) ("Code"), this letter is merely intended to be written notice that formal demand has been made in compliance with the loan documents and applicable law. This letter is not an act to collect, assess or recover a claim against that party, nor is this letter intended to violate any provisions of the Code. Any and all claims that Lender asserts against that party will be properly asserted in compliance with the Code in the bankruptcy proceeding.





U.S. Small Business Administration

NOTE

SBA Loan#	9477685005	1
SBA Loan Name	Samurai Karate Dojo	1
Date	05-12-2017	1
Loan Amount	\$1.765,000.00	1
Interest Rate	Variable	
Borrower	SAMURAI MARTIAL SPORTS, INC	
Operating Company	N/A	1
Lender	BankUnited, N.A.	

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of One Million Seven Hundred Sixty-five Thousand and 00/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate on this Note will fluctuate. The initial interest rate is 6.75% per year. This initial rate is the "Prime Rate in effect on the first business day of the month in which SBA received the loan application, plus 2.75%. The initial interest rate must remain in effect until the first change period begins unless reduced in accordance with SOP 50 10."

Borrower must pay one payment of interest only on the disbursed principal balance one month from the month this Note is dated; payment must be made on the first calendar day in the month it is due.

Borrower must pay principal and interest payments of \$12,210.27 every month beginning two months from the month this Note is dated; payments must be made on the first calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Lender and Borrower may agree to pay an additional amount into an escrow account for payment of real estate taxes and required insurance related to commercial real estate securing the loan. Any such account must comply with SOP 50 10.

The interest rate will be adjusted every calendar quarter (the "change period").

The "Prime Rate" is the Prime Rate in effect on the first business day of the month (as published in the Wall Street Journal Prime newspaper) in which SBA received the application, or any interest rate change occurs. Base Rates will be rounded to two decimal places with .004 being rounded down and .005 being rounded up.

The adjusted interest rate will be 2.75% above the Prime Rate. Lender will adjust the interest rate on the first calcular day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

The spread as identified in the Note may not be changed during the life of the Loan without the written agreement of the Borrower. For variable rate loans, the interest rate adjustment period may not be changed without the written consent of the Borrower.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the impaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market. Borrower must:

- a. Give Lender written notice:
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Subsidy Recompment Fee. When in any one of the first three years from the date of initial disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee for that year as follows:

- a. During the first year after the date of initial disbursement, 5% of the total prepayment amount:
- b. During the second year after the date of initial disbursement, 3% of the total prepayment amount; and
- c. During the third year after the date of initial disbursement, 1% of the total prepayment amount.

All remaining principal and accrued interest is due and payable 25 years from date of Note.

Late Charge: If a payment on this Note is more than 10 days late. Lender may charge Borrower a late fee of up to 5.00% of the unpaid portion of the regularly scheduled payment.

The interest rate will be adjusted every calendar quarter (the "change period"). The first change will occur July 1, 2017 and every 1/1, 4/1, 7/1 and 10/1 thereafter.

- 4. DEFAULT: Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:
 - A. Fails to do anything required by this Note and other Loan Documents;
 - B. Defaults on any other loan with Lender;
 - C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds:
 - D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
 - E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA:
 - F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
 - G. Fails to pay any taxes when due
 - H. Becomes the subject of a proceeding under any bankruptcy or insolvency law:
 - I. Has a receiver or liquidator appointed for any part of their business or property;
 - J. Makes an assignment for the benefit of creditors;
 - K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
 - L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
 - M. Becomes the subject of a civil or criminal action that Lender believes may inaterially affect Borrower's ability to pay this Note.
- 5. LENDER'S RIGHTS IF THERE IS A DEFAULT: Without notice or demand and without giving up any of its rights, Lender may:
 - A. Require immediate payment of all amounts owing under this Note:
 - B. Collect all amounts owing from any Borrower or Guarantor;
 - C. File suit and obtain judgment;

- D. Take possession of any Collateral: or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement,
- 6. LENDER'S GENERAL POWERS: Without notice and without Borrower's consent. Lender may:
 - A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
 - B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance:
 - C. Release anyone obligated to pay this Note;
 - D. Compromise, release, renew, extend or substitute any of the Collateral; and
 - E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.
- 7. WHEN FEDERAL LAW APPLIES: When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures. SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.
- 8. SUCCESSORS AND ASSIGNS: Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.
- 9. GENERAL PROVISIONS:
 - A. All individuals and entities signing this Note are jointly and severally liable.
 - B. Borrower waives all sureryship defenses.
 - C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
 - D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
 - E. Borrower may not use an oral statement of Lender or SBA to contradict or after the written terms of this Note.
 - F. If any part of this Note is unenforceable, all other parts remain in effect.
 - G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lieu upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.
- 10. STATE-SPECIFIC PROVISIONS: NONE
- 11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

BORROWER:

SAMURAI MARTIAL SPORTS, INC

By

Thab S. Ahmed, President of SAMURAI

MARTIAL SPORTS, INC



Louis Williams
T (713) 750-5531
F (832) 397-3515
Email: LWilliams@ClarkHill.com



January 6, 2023

VIA U.S. FIRST CLASS MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED # 9214 7969 0099 9790 1645 8939 27 AND POSTED AT THE PROPERTY

Samurai Martial Sports, Inc. Attn: Ihad S. Ahmed, President 12500 Oxford Park Drive Houston, TX 77077

VIA U.S. FIRST CLASS MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED # 9214 7969 0099 9790 1645 8940 16
Ihab S. Ahmed
Wafa Abuliel
3807 Shadow Knoll Court

Re:

12500 Oxford Park Drive, Houston, Texas, 77077

NOTICE TO VACATE

Dear Mr. Ahmed:

Houston, TX 77082

This law firm represents CRE Properties, Inc. ("CRE"), in connection with the property located at 12500 Oxford Park Drive, Houston, Texas 77077 and described above (the "Property").

As you may be aware, CRE now owns the Property which you now claim to occupy. CRE became the legal owner of the Property by way of a Substitute Trustee's Deed dated January 3, 2023, connected to the foreclosure of the Property from the previous owner Samurai Martial Sports, Inc.

Notice is hereby given and demand is hereby made by CRE that within three (3) days after delivery of this letter you vacate the Property and deliver to CRE possession of the Property. Please mail or arrange for delivery of any keys to the Property to the undersigned at the address below.

This demand is made pursuant to Chapter 24 of the Texas Property Code in connection with your possession of certain real property and improvements to which you are not legally entitled.

January 6, 2023 Page 2

If you do not vacate the Property within three (3) days from the date this notice and demand to vacate is delivered to the premises, CRE has instructed this firm to initiate a forcible entry and detainer suit against you. You are further advised that in addition to the forcible entry and detainer suit, CRE may also institute litigation seeking judgment against you for any and all sums which are due and payable as a result of your unlawful possession, including any damages to the Property incurred during your unlawful possession.

Nothing contained in this letter is intended to waive any default or event of default, waive any rights, remedies, or recourses available to the CRE or BankUnited, N.A., or be an election of remedies resulting from any default that exists.

Sincerely,

CLARK HILL

/s/ Louis Williams

Louis Williams

LW:

cc: Robert Vilt: <u>clay@viltlaw.com</u>

Reese Baker: reese.baker@bakerassociates.net

Morris, Candy

From:

Morris, Candy < CMorris@ClarkHill.com>

Sent:

Friday, January 6, 2023 2:58 PM

To:

clay@viltlaw.com; reese.baker@bakerassociates.net

Cc:

Williams, Louis

Subject:

NOTICE TO VACATE LETTER Samurai Martial Sports, Inc.

Attachments:

Samurai - Notice to Vacate(269973527.1).pdf

Dear Counsel,

Please find attached Clark Hill's Notice to Vacate in reference to the 12500 Oxford Park Drive, Houston location of Samurai Martial Sports, Inc.

If you have any questions, please do not hesitate to contact Louis Williams.

Thank you,

Candy

Candy Morris

Legal Administrative Assistant

Clark Hill

909 Fannin Street, Suite 2300, Houston, TX 77010 +1 713.951.5662 (office) | +1 713.951.5660 (fax) (mobile) 713-305-5546

cmorris@clarkhill.com | www.clarkhill.com

MOEETCIV

Code: Samural Code2: 413182 File: Doc 269973527 - Notice to Vacate

RECEIVED OR FILED JUSTICE OF THE PEACE 5-1 HARRIS COUNTY, TEXAS 1/19/2023 1:43 PM ➤

Louis Louis \

Louis W

Internal File #: 413182 Internal Code: Samurai

92147969009997901645893927 Code2: 413182 File: Doc 269973527 - Notice to Vacate

Code: Samurai Date/Time:

Batch #: Article #:

Attn: Ihad Ahmed, President Samurai Martial Sports, Inc.

12500 Oxford Park Drive

Houston, TX 77077

Houston, TX 77077

Samurai Martial Sports, Inc. Attn: Ihad Ahmed, President 12500 Oxford Park Drive

9214 7969 0099 9790 1645 8939 27

\$3.25

\$0.00

\$4.00

\$0.570

\$7.820

Samural Martial Sports, Inc. Attn: Ihad Ahmed, President 12500 Oxford Park Drive

9969 0099 9745 8939 34

9214 7969 0099 9790 1645 8939 27

Code: Samurai Code2: 413182

Louis W File: Doc 269973527 - Notice to Vacate

> **Louis Williams** Clark Hill 909 Fannin, Suite 2300 Houston, TX 77010



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Attn: Ihad Ahmed, President Samurai Martial Sports, Inc. 12500 Oxford Park Drive Houston, TX 77077

RECEIVED OR FILED JUSTICE OF THE PEACE 5-1 HARRIS COUNTY, TEXAS 1/19/2023 1:43 PM

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\$4.00

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Ihad S. Ahmed Wafa Abuliel 3807 Shadow Knoll Court Houston, TX 77082

Code: Samurai Code2: 413182 Lo. File: Doc 269973527 - Notice to Vacate



Ihad S. Ahmed

Wafa Abuliel 3807 Shadow Knoll Court 4ouston, TX 77082 47969009997901645894016 Code: Sa Article# Date/T

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Code: Samurai Loui Code2: 413182 Lou File: Doc 269973527 - Notice to Vacate

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Louis Williams Clark Hill 909 Fannin, Suite 2300 Houston, TX 77010



9290 9969 0099 9745 8940 23

Wafa Abuliel 3807 Shadow Knoll Court Houston, TX 77082 Ihad S. Ahmed

(a) Clark Hill

Louis Williams T (713) 750-5531 F (832) 397-3515 Email:LWilliams@ClarkHill.com Clark Hill 909 Fannin Street, Suite 2300 Houston, TX 77010 T (713) 951-5600 F (713) 951-5660

January 24, 2023

Via E-Filing
Judge Israel García, Jr.
Attn: Clerk
Justice Court, Precinct 5, Place 1
Harris County, Texas

Re: Cause No. 2351 000 309 87; CRE Properties, Inc. v. Samurai Martial Sports, Inc.; Justice Court, Precinct 5, Place 1, Harris County, Texas.

Dear Clerk of the Court:

Please issue a citation for the following defendant and service by Constable in the captioned matter:

- 1 Samurai Martial Sports, Inc., 12500 Oxford Park Drive, Houston, TX 77077; and
- 2 Request for Service by Constable.

Please email my legal assistant, Candy Morris, at cmorris@clarkhill.com and let us know when the citation is ready for service by the Constable

Thank you.

Sincerely,

CLARK HILL

Louis Williams

LW:csm