## EXTENSION OF REAL ESTATE NOTE AND LIEN

March 22, 2025 Date:

Original Note:

Date: September 22, 2023

Original Amount: \$424,129.00

Maker: TESSERA ALCHEMY PROPERTY 20, LLC, a Texas Limited Liability Company

Payee: VALUEBANK TEXAS

Principal Balance: \$424,129.00

Original Date of Maturity: March 22, 2025

Holder of Note and Lien: VALUEBANK TEXA

Holder's Mailing Address (including county): Post Office Box 60797, Nueces County

Corpus Christi, Texas 78466

Obligor: TESSERA ALCHEMY PROPERTY 20, LLC, a Texas Limited Liability Company

Obligor's Mailing Address (including county): 1302 Waugh Drive #868, Harris County Houston, Texas 77019

## Note and Lien are Described in the Following Documents, Recorded in:

Commercial Construction Second Lien Real Estate Deed of Trust dated September 22, 2023, recorded in Doc No. RP-2023-365801, in the Official Public Records of Harris County, Texas.

Property (including any improvements) Subject to Lien; Lots One (1), Four (4) and Five (5), in Block One (1), of OAK HEIGHTS, and addition in Harris County, Texas, according to the map or plat thereof, recorded Film Code No. 696689, of the Map Records of Harris County, Texas.

# Terms of Extension of Payment Schedule:

Accrued, but unpaid, interest shall be due and payable in Three (3) monthly installments, payable on the 22<sup>nd</sup> day of each and every calendar month, beginning April 22, 2025. All unpaid principal and accrued, but unpaid interest, is due and payable on June 22, 2025 (BALLOON PAYMENT). Interest is calculated on the unpaid principal to the date of each installment paid and the payment made credited on the unpaid principal to the date of each installment paid and the payment made credited first to the discharge of the interest accrued and the balance to the reduction of the principal.

Bank shall have the option, by notice in writing to the undersigned, to adjust the stated monthly payment so as to maintain the original amortization schedule.

If a payment on this Note is more than 10 days past due, Lender may charge Borrower a late fee of 5% of the regularly scheduled payment amount.

## Annual Interest Rate on Unpaid Principal from Date of Funding:

The principal of this Note shall bear interest at a varying rate per annum equal to the lesser of (a) One Percent (1.00%) above the Prime Rate (as herein defined) as the same adjusts from time to time to be recomputed as of the date of any change in the Prime Rate, adjusted daily, floating, provided, however, that notwithstanding any provision contained herein to the contrary, the interest rate charged hereon shall never be less than Six and Seventy-Five Hundredths Percent (6.75%) per annum; or (b) maximum rate of interest permitted from time to time by applicable law. The term "Prime Rate" means the annual interest rate identified as the "Prime Rate" in the Money Rates column published daily in the Wall Street Journal and defined therein as the Base

If the Wall Street Journal should cease publishing such rate, then (a) first the prime rate announced periodically by the Chase Manhattan Bank shall be substituted, and (b) if such alternative is not available, then Payee may refer to another similar source that identifies the prime (base) rate on large corporate loans at large U. S. money center commercial banks and substitute such rate. Any change in the rate of interest under this note shall occur as of 12:01 a.m. on the date of any change as published by the Wall Street Journal.

The PRIME RATE is the index agreed upon by the Borrower and the Bank to determine the rate of interest for this Note. Use of the Prime Rate is not to be construed as a warranty or representation that the Prime Rate is more favorable than another rate or index, that rates on other loans or credit facilities may not be based on indices other than the Prime Rate or that rates on loans to other may not be made below the Prime Rate.

Accrual Method: Interest will be calculated on an actual/360 basis.

If Obligor is not primarily liable on the note; Obligor nevertheless agrees to pay the note.

Obligor promises to pay to the order of Holder of note and lien, according to the terms of extension of maturity, the unpaid principal and interest; Obligor also extends the liens until maturity.

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

RATIFICATION AND CONTINUED VALIDITY. Except for the terms expressly modified by this Agreement, the undersigned hereby acknowledge they are still bound by the terms of the instruments and prior modifications, extensions, and supplements evidencing the Existing Debt as if they were fully set forth and repeated in this Agreement and that those terms will continue to bind the parties as provided in this Agreement and those instruments and agreements as set forth therein. Consent to this Agreement does not waive the right to strictly enforce any rights under this Agreement or the instruments or agreements evidencing the Existing Debt. Consent to this Agreement does not require any party to enter into another agreement like this one in the future. This Agreement shall not be construed as a novation or extinguishment of the Existing Debt, but a restatement of the Existing Debt with modifications.

OTHER RESPONSIBLE PARTIES. Any parties liable for the Existing Debt, including without limitation, cosigners, guarantors, and hypothecators, are not relieved of any obligation except as expressly relieved in this Agreement or any other writing. The liability of any party who signed the instruments evidencing the Existing Debt, whether primary or secondary, continues in full force and effect, even if that party does not sign this Agreement.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT, ORAL AGREEMENTS OF THE

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

TESSERA ALCHEMY PROPERTY 20, LLC a Texas Limited Liability Company

Marc Trammell-Wade By

Marc Trammell-Wade Sole Member

VALUEBANK TEXAS

By: 48 CAR

Senior Vice President/CCO

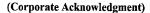
(Corporate Acknowledgment)

STATE OF TEXAS COUNTY OF NUECES

This instrument was acknowledged before me on the day of 2025 by Marc Trammell-Wade as Sole Member of Tessera Alchemy Property 20, LLC, a Texas 2025, Limited Liability Company on behalf of such Limited Liability Company.

Notary Public, State of Texas

VERONICA LOPEZ Notary Public State of Texas ID # 13382936-6 EV My Comm. Expires 06-24-2026



STATE OF TEXAS COUNTY OF NUECES

This instrument was acknowledged before me on the by Jeff Crabb as Senior Vice President/CCO of VALUEBANK corporation, on behalf of said corporation.

VERONICA LOPEZ
Notary Public
State of Texas
ID # 13382936-6
My Comm. Expires 06-24-2026

Notary Public, State of Texas

AFTER RECORDING RETURN TO: VALUEBANK TEXAS Post Office Box 60797 Corpus Christi, TX 78466

RP-2025-125969
# Pages 4
04/07/2025 11:14 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$33.00

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.



LINISH MINDS HARRIS COUNTY CLERK HARRIS COUNTY, TEXAS