

GARDENIA STREET PROPERTY PROSPECTIVE ACQUISITION

LOI Notes and Term Sheet

We will use our Best Builder, LLC, a Texas limited liability company, entity as Buyer.

Seller: Prolific Developer, Inc.
(Seller is a Texas corporation)

James Taylor is the President of Seller

Seller address: 456 Maple Street
Dallas, Texas 750000

Property: 50 gross acres located at 789 Gardenia Street in Houston, Harris County, Texas. We should also attach to the LOI the diagram we have of the Property.

Purchase Price: \$5,000,000

Earnest Money: \$100,000. We want it held by the Title Company and will deposit it within five (5) business days after execution of the Contract. Refundable if we terminate the Contract during the Feasibility Period. Interest on the Earnest Money should be ours. At the end of the Feasibility Period we will deposit an additional sum of \$100,000 with the Title Company, which will be non-refundable but applicable to the Purchase Price at Closing.

Independent Consideration: \$10,000

Feasibility Period: 120 days after Contract execution. We need two (2) options to extend the Feasibility Period of thirty 30 days each without deposit of additional Earnest Money. At the end of the Feasibility Period we will deposit an additional \$100,000 in Earnest Money with the Title Company, which will be non-refundable but applicable to the Purchase Price at Closing.

Closing: 30 days after the Feasibility Period.

Mineral Interests: Seller will retain its mineral interests, but we need a surface waiver.

Title Company: The Awesome Title Company in Houston.

Rollback Taxes: Seller to pay all rollback taxes and pay or escrow the funds to pay rollback taxes at Closing.

Broker Commissions: Seller to pay all broker commissions.

We want to use our form of contract, so make sure the LOI states that we will draft the Contract and will send a draft to Seller.

Rachel Kersten

BEST BUILDER LLC

123 Smith Street
Houston, Texas 77000

A Texas limited liability company

LETTER OF INTENT

Via Electronic Mail

James Taylor
President
Prolific Developer, Inc.
456 Maple Street
Dallas, Texas 750000

Re: Purchase and sale of an approximately 30 gross square feet located at 789 Gardenia Street in Houston, Harris County, Texas

Dear Mr. Smith

Best Builder, LLC, a Texas limited liability company, submits this Letter of Intent for the purchase of the real property ("Property") defined below and depicted on Exhibit "A" attached hereto.

1. Seller: Prolific Developer, LLC, a Texas corporation
2. Buyer: Best Builder, LLC, a Texas corporation
3. Property: Approximately 20 gross acres located at 489 Garden Street in Tarrant County, Texas, including all interests and other rights controlled by Seller related to the Property, save and except the mineral interests related to the Property.
4. Purchase Price: \$5,000,000.00
5. Earnest Money: \$10,000.00 to be deposited with the Title Company on the date the contract (the "Contract") is signed. The Earnest Money shall be non-refundable upon deposit.

At the end of the Feasibility Period, if Buyer has not terminated the Contract, an additional sum of \$1,000,000 will be deposited with the Title Company, which will be non-refundable but applicable to the Purchase Price at Closing.

The Earnest Money will accrue interest, and such interest will follow the Earnest Money.

6. Inspection Period: The Inspection Period will expire 60 days after execution of the Contract. If during the Inspection Period Buyer determines, in its sole discretion, for any reason or no reason, that the Property is not suitable for acquisition, then Buyer shall provide written notice to Seller that Buyer elects to terminate the Contract, in which event the Contract will terminate and the Earnest Money, together with all interest earned thereon, would be refunded to Buyer. Buyer shall pay Seller 10,000.00 as Independent Consideration upon Contract execution for Buyer's right to terminate the Contract during the Inspection Period.
7. Closing: 30 days after expiration of the Inspection Period. *Feasibility*
8. Title Company: The Outstanding Title Company in Houston. *Awesome*
9. Title/Survey Seller, at its expense, shall furnish the current title commitment, any existing survey and a basic owner's title policy. Any update to the existing survey shall be at Buyer's expense. Any title policy endorsements shall be at Buyer's expense. *all*
10. Broker: *Seller* Seller and Buyer shall each play one-half (1/2) of the real estate broker commissions. *Seller*
11. Rollback Taxes: Any and all Rollback Taxes shall be paid by Buyer, and such obligation shall survive Closing.
12. Property Taxes: Property Taxes will be prorated as of the Closing date.
13. As-Is: Property will be sold "As-Is, Where-Is, With All Faults" and Seller shall make no representation or warranty as to the Property (save and except the limited warranty of title in the special warranty deed to be provided to Buyer at Closing) or any of the information related to the Property provided by Seller to Buyer. The "As-Is" provision shall survive Closing and will be contained in the deed provided by Seller at closing.

14. Binding: Seller each acknowledge that a transaction of this type involves terms and conditions which have not yet been agreed upon and that this letter is in no way intended to be a complete or definitive statement of all the terms and conditions of the proposed transaction but contemplates and is subject to the negotiation and execution of the Contract. Except as provided in Paragraph 17 herein, neither Buyer nor Seller will be bound in any manner unless and until the Contract has been executed by both parties. This is a *non-binding* binding letter of intent; provided, however, the provisions of Paragraph 17 herein are intended to be and shall be binding upon the parties.

15. Draft of Contract: Seller agrees to prepare and provide Buyer an initial draft of the Contract within ten (10) days after the execution of this Letter of Intent. Upon execution of the Contract, this Letter of Intent shall terminate.

16. Confidentiality: Seller and Buyer agree that all terms and conditions provided herein shall be treated as confidential and shall not be disclosed or revealed to any person not a party to this transaction. This Paragraph 4 shall be binding on the parties.

17. Exclusivity: For twenty ³⁰ (20) days after the execution of this Non-binding Letter of Intent by Seller and Buyer, the execution of the Contract or the written termination of this Letter of Intent by Buyer, Seller will not negotiate for nor make or accept any offers to purchase or sell the Property or any part thereof from any other person or entities. The Contract shall provide that the Seller will not negotiate or accept any offers, whether or not binding, regarding the Property during the Inspection Period and thereafter until Closing. This Paragraph 18 shall be binding on the parties.

non-binding
This binding Letter of Intent shall automatically terminate at 9:00 Central time on February 21, 2025, if not signed by Seller and returned to Buyer for counter-signature.

February 16, 2026

Best

Sincerely,

Better Builder, LLC,
a Texas limited liability company

By: _____

Name: _____

Agreed to and Accepted by Seller:

Texas

Profitable Developer, Inc., a Tennessee corporation

By: _____

Name: _____

Date: _____