IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

NOV 26 2025

RICK WARREN
COURT CLERK
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Oklahoma Department of Securities *ex rel.* Melanie Hall, Administrator, Plaintiff,	)	
v.	)	Case No. CJ-2024-3782
Rabih Kalidy, individually, Defendant.	)	

PLAINTIFF'S BRIEF IN SUPPORT OF EVIDENTIARY HEARING

Plaintiff, Oklahoma Department of Securities *ex. rel.* Melanie Hall, Administrator, submits this brief and attachments to the Court in advance of the December 3, 2025, evidentiary hearing in support of its request for an order of restitution to Regina Waters in the amount of Five Hundred Thousand Dollars ($500,000), and an order for a Two Hundred Fifty Thousand Dollars ($250,000) civil penalty under Okla. Stat. tit. 71 § 1-603(B) against Defendant, Rabih Kalidy ("Defendant"), based upon the Court's findings that Defendant engaged in multiple violations of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2025).

INTRODUCTION

Plaintiff filed its *Petition for Permanent Injunction and Other Relief* ("Petition") on June 10, 2024, alleging Defendant offered and sold Convertible Promissory Notes, Membership Interest Purchase Agreements, and Stock Purchase Agreements to raise capital for Trillium Medical Spa, LLC, Trillium Medical Spa Plus, LLC, Trillium Supreme Wash, LLC, and Trillium Supreme Wash Plus, LLC (the "Securities"), in violation of the Act.

Defendant offered and sold the Securities on at least twelve occasions to eleven (11) investors totaling Two Million Nine Hundred Thousand Dollars ($2.9 Million).

Plaintiff's Amended Motion for Summary Judgment was filed on August 28, 2025, and subsequently granted, in part, on September 29, 2025, finding no genuine issue as to the following material facts:

a. Defendant offered and sold securities in the form of Convertible Promissory Notes, Membership Interest Purchase Agreements, and Stock Purchase Agreements to at least eleven (11) investors between March 2023 and March 2024, in and/or from the state of Oklahoma;

b. Defendant was not registered in any capacity as required by Section 1-402(A) of the Act at any time between March 24, 2023, and March 11, 2024, when he offered and sold the securities referenced above;

c. Defendant offered and sold securities, as identified hereinabove, that were neither registered under Section 1-301 of the Act nor exempt from the registration requirements of the Act; and

d. Defendant omitted and failed to disclose to investors including, but not limited to, Regina Waters and Jerry Speights, the material fact of his previous disciplinary history with the Oklahoma Department of Securities, namely the cease and desist order entered against him on January 16, 2009, for violating the very same sections of the Act at issue in this case, which constitutes a violation of Section 1-501(2) of the Act.

See Exhibit A, Journal Entry of Judgment.

PLAINTIFF IS ENTITLED TO AN ORDER OF RESTITUTION

Regina Waters invested Five Hundred Thousand Dollars ($500,000) in Trillium Supreme Wash, LLC and Trillium Supreme Wash Plus, LLC. *Exhibit B, Regina Waters Affidavit*. Her investment was deposited into Defendant's personal bank account at Communication Federal Credit Union. *See Exhibit C, Lucian Simmons Affidavit,* Defendant did not use any of those funds toward building, opening, or operating Trillium Supreme Wash, LLC and Trillium Supreme Wash Plus, LLC. *Id.* In addition, Regina Waters deeded her family land in Pontotoc County, Oklahoma, to Defendant for one of the car wash sites. *See Exhibit B, Regina Waters Affidavit*. Defendant then deeded the land to a third party, for Defendant's personal profit, without discussion with or permission from Regina Waters. *Exhibits D, E, Regina Waters Deed, Ironwood Finance Deed.* No car wash was ever built.

Based on the foregoing, Plaintiff is entitled to an Order of Restitution requiring Defendant to pay restitution in the amount of Five Hundred Thousand Dollars ($500,000) to Regina Waters.

PLAINTIFF IS ENTITLED TO A CIVIL PENALTY

Defendant committed multiple violations of the Act, including at least twelve (12) offers and twelve (12) sales of the Securities to investors totaling Two Million Nine Hundred Thousand Dollars ($2.9 Million). Defendant was not registered under the Act and the offers and sales were of unregistered securities. *See Exhibit A, Journal Entry of Judgment*. Defendant omitted to disclose to investors a cease and desist order issued by the Department, which constituted a violation of the anti-fraud provisions of the Act, specifically Section 1-501(2).

See Id. Defendant's violations of the Act found by the Court in the granting of partial summary judgment in favor of Plaintiff as to Defendant's liability also necessarily involved Defendant violating the previously entered cease and desist order. The multiple violations of the Act, involving the offer and sale of securities in the medical spa and car wash ventures and the prior disciplinary history of Defendant, warrant imposition of the maximum civil penalty of Two Hundred Fifty Thousand Dollars ($250,000) pursuant to Section 1-603(B) of the Act.

A. Violation of Cease and Desist Order

On January 16, 2009, the Administrator of the Department issued an order against Defendant to cease and desist from violating the Act (the "Cease & Desist Order"), finding that Defendant violated the Act in connection with the offer and sale of securities in Defendant's business, Kalidy & Co. *See Exhibit F, Order to Cease and Desist, File No. 09-006.*

Despite the issuance of the Cease and Desist Order, Defendant continued to violate the Act in connection with the offer and sale of the Securities, making material misrepresentations and omissions to induce investments, and engaging in transactions that the Cease and Desist Order expressly prohibited. These activities defied the Administrator's directive, prolonged the Defendant's unlawful scheme, exposed additional investors to undisclosed risks and losses, and eroded regulatory safeguards intended to protect the investing public.

B. Violations of the Act

1. Defendant offered and sold securities to Regina Waters. Regina Waters invested Five Hundred Thousand Dollars ($500,000) in Trillium Medical Spa and Trillium Medical Spa Plus, LLC.

2. Defendant offered and sold securities to Regina Waters separately resulting in her payment of Five Hundred Thousand Dollars ($500,000) to the Defendant and the transfer to Defendant of a deed for a tract of real property in Pontotoc County, Oklahoma. *See Exhibit B, Regina Waters Affidavit.*

3. Defendant offered and sold securities to Jerry Speights. Jerry Speights invested Two Hundred Thousand Dollars ($200,000) in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC. *See Exhibit G, Jerry Speights Affidavit.*

4. Defendant offered and sold securities to Stacey Decker. Stacey Decker invested Two Hundred Thousand Dollars ($200,000) in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC. *See Exhibit H, Stacey Decker Affidavit.*

5. Defendant offered and sold securities to David Huslig. David Huslig invested One Hundred Thousand Dollars ($100,000) in Trillium Medical Spa, LLC and Trillium Medical Spa, LLC. *See Exhibit I.*

6. Defendant offered and sold securities to Rod Doyle. Rod Doyle invested One Hundred Thousand Dollars ($100,000) in Trillium Medical Spa, LLC. *See Exhibit I.*

7. Defendant offered and sold securities to Lezlie Goad Maltz a/k/a Ink Nurse, PLLC. Lezlie Goad Maltz a/k/a Ink Nurse, PLLC invested Fifty Thousand Dollars ($50,000) in Trillium Medical Spa, LLC. *See Exhibit I.*

8. Defendant offered and sold securities to Robyn Schmitt. Robyn Schmitt invested Two Hundred Fifty Thousand Dollars ($250,000) in Trillium Medical Spa, LLC. *See Exhibit I.*

9. Defendant offered and sold securities to Andree Stoker. Andree Stoker invested Three Hundred Thousand Dollars ($300,000) in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC. *See Exhibit J, Andree Stoker Affidavit.*

10. Defendant offered and sold securities to Sabrina Stoker. Sabrina Stoker invested One Hundred Thousand Dollars ($100,000) in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC. *See Exhibit K, Sabrina Stoker Affidavit.*

11. Defendant offered and sold securities to Karen and Angel Barrios. Karen and Angel Barrios, through Barrios Financial Investment, LLC, invested Four Hundred Fifty Thousand Dollars ($450,000) in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC. *See Exhibit I.*

12. Defendant offered and sold securities to Whitney Classen. Whitney Classen invested One Hundred Fifty Thousand Dollars ($150,000) in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC. *See Exhibit I.*

13. Each offer of a security by an unregistered person is a violation of the Act. Defendant made at least twelve (12) such offers. Each sale of a security by an unregistered person is a violation of the Act. Defendant made at least twelve (12) such sales. Each offer of an unregistered security is a violation of the Act. Defendant made at least twelve such offers. Each sale of an unregistered security is a violation of the Act. Defendant made at least twelve (12) such sales. Defendant omitted to disclose his prior disciplinary history in connection with each of the twelve (12) offers and sales of securities specifically identified above, each of which was an omission of material fact constituting at least twelve (12) additional violations of the Act. In sum, Defendant's conduct for which the Court has already found him liable constitutes multiple violations of the Act, which results in grounds for ordering the maximum civil penalty of Two Hundred Fifty Thousand Dollars ($250,000).

ARGUMENT AND AUTHORITY

Section 1-603(B) of the Act provides the remedies for violations of the Act for which Defendant is liable. Okla. Stat. tit. 71 § 1-603(B). These remedies include, among others, an order for permanent injunction, appointment of a receiver, an asset freeze, an order for accounting, restitution, and the imposition of a civil penalty. *Id.* The Act provides for the imposition of a civil penalty up to a maximum of Five Thousand Dollars ($5,000) for a single violation or up to Two Hundred Fifty Thousand Dollars ($250,000) for more than one (1) violation. *Id.*

SEC v. Husain examined factors to assist the court with a civil penalty determination. *U.S..Sec. & Exch. Comm'n v. Husain*, 70 F.4th 1173 (9th Cir. 2023) (citing *U.S. Sec. & Exch. Comm'n v. Murphy*, 50 F.4th 832, 851 (9th Cir. 2022)). "A district court must determine the amount of civil penalties 'in light of the facts and circumstances' of the case. The Murphy factors, which [were] originally applied in determining whether injunctive relief is appropriate, include (1) the degree of scienter; (2) the isolated or recurrent nature of the infraction; (3) defendant's recognition of the wrongful nature of his conduct; (4) the likelihood that future violations might occur because of defendant's professional occupation; and (5) the sincerity of defendant's assurances against future violations." *Id.* at 1184. Courts generally "afford special consideration and weight to the likelihood of future violations factor." *U.S. Sec. & Exch. Comm'n v. Murphy* at 851.

Here, (1) Defendant acted with a high degree of scienter as he was fully aware of his legal obligations and prohibitions resulting from his prior disciplinary history with Plaintiff as was outlined in the 2009 Cease and Desist Order. Despite this knowledge, he intentionally continued his unlawful activities, demonstrating a clear awareness and intent to violate the Act;

(2) as evidenced by the Cease and Desist Order and his most recent violations, Defendant has a documented history of violating the Act; (3) Defendant has failed to rectify his wrongs or express any remorse to the eleven (11) victims; (4) it is likely that Defendant will continue to violate Oklahoma securities laws and harm additional members of the public; and finally, (5) while there is an agreed permanent injunction order in place, there is limited trust that Defendant will avoid further violations in the future.

CONCLUSION

The undisputed facts demonstrate Defendant offered and sold securities on at least twelve different occasions to eleven individuals or entities despite not being registered, in any capacity, under the Act. Defendant further violated the Act by offering and selling unregistered securities and by making omissions of a material fact in connection with each of the twelve (12) offers and sales of these securities.

Lastly, Defendant was previously sanctioned by Plaintiff through the Cease and Desist Order for violating the very same provisions at issue here. His most recent conduct is in direct violation of the Cease and Desist Order and evidences a likelihood of future violative conduct.

WHEREFORE, Plaintiff prays that the Court, at the conclusion of the December 3, 2025, evidentiary hearing, award relief pursuant to Section 1-603(B) in the form of an order of restitution in the amount of Five Hundred Thousand Dollars ($500,000) to Regina Waters, and an order imposing a civil penalty against Defendant in the amount of Two Hundred Fifty Thousand Dollars ($250,000).

Respectfully submitted,

OKLAHOMA DEPARTMENT OF SECURITIES
Melanie Hall, Administrator

By: Amanda M. Cornmesser

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bdavenport@securities.ok.gov
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of November 2025, a true and correct copy of the above and foregoing instrument was delivered via email and First-Class U.S. mail, with postage fully prepaid thereon, to:

Mark H. Bennett
Socorro Adams Dooley
Perri Dunn, PLLC
BancFirst Tower, Suite 3280
100 N. Broadway Avenue
Oklahoma City, OK 73102
mhbennett@perridunn.com
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Attorneys for Defendant, Rabih Kalidy

Brenda London

Brenda London

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STATE OF OKLAHOMA

Oklahoma Department of Securities *ex rel.* Melanie Hall, Administrator, Plaintiff,	)	
v.	)	Case No. CJ-2024-3782
Rabih Kalidy, individually, Defendant.	)	

JOURNAL ENTRY OF JUDGMENT

NOW on the 29th day of September, 2025, Plaintiff's Amended Motion for Summary Judgment came on for hearing before the Court. Plaintiff, Oklahoma Department of Securities, appeared by and through its counsel of record, Bradley E. Davenport and Amanda M. Cornmesser. Defendant, Rabih Kalidy ("Defendant"), appeared by and through his counsel of record, Socorro Adams Dooley, of Perri Dunn, PLLC.

Based on the briefs and legal arguments of counsel, the Court finds as follows:

1. There is no genuine issue of material fact that Defendant offered and sold securities in the form of Convertible Promissory Notes, Membership Interest Purchase Agreements, and Stock Purchase Agreements to at least eleven (11) investors between March 2023 and March 2024, in and/or from the state of Oklahoma.

2. There is no genuine issue of material fact that Defendant was not registered in any capacity as required by Section 1-402(A) of the Oklahoma Uniform Securities Act, Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2024) (the "Act"), at any time between March 24, 2023, and March 11, 2024, when he offered and sold the securities referenced above.

EXHIBIT
A

3. There is no genuine issue of material fact that the securities Defendant offered and sold, as identified hereinabove, were not registered under Section 1-301 of the Act nor were those securities exempt from the registration requirements of the Act.

4. There is no genuine issue of fact that Defendant omitted and failed to disclose to investors including, but not limited to, Regina Waters and Jerry Speights, the material fact of his previous disciplinary history with the Oklahoma Department of Securities, namely the Cease and Desist Order entered against him on January 16, 2009, for violating the very same sections of the Act at issue in this case, which constitutes a violation of Section 1-501(2) of the Act.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Amended Motion for Summary Judgment is *GRANTED* in part as to liability, and Defendant is held and adjudged liable for violations of Sections 1-301, 1-402(A), and 1-501(2) of the Act, in connection with the offer and sale of securities to each of the eleven (11) investors referenced above and more particularly identified in Plaintiff's Amended Motion for Summary Judgment and Reply.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the issues of restitution and a civil penalty are set for an evidentiary hearing before the Court on Wednesday, December 3, 2025, at 1:30 p.m.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the pretrial conference scheduled for this case on Thursday, October 2, 2025, at 11:00 a.m. is stricken as moot.

Dated: October 13 2025

Honorable Richard Ogden
District Judge

Approved for Entry:

Bradley E. Davenport

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AFFIDAVIT OF REGINA WATERS

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

I, Regina Waters, of lawful age, being first duly sworn depose and state:

1. I am a resident of the State of Oklahoma.

2. I met Rabih Kalidy (Kalidy) through a family member in 2023.

3. Kalidy learned that I owned land in Pontotoc County that I inherited from my father. The land was held in my trust, the Regina A. Waters GST Exempt Family Trust.

4. Kalidy told me that he owned property in Logan County and that we should start a car wash company where we would build and operate two car washes – one in Logan County and one on my land in Pontotoc County.

5. In early September 2023, Kalidy formed a new limited liability company, Trillium Supreme Wash Plus LLC, for the sole purpose of creating a car wash company.

6. On September 11, 2023, we entered into an operating agreement in which we were members of Trillium Supreme Wash Plus LLC with 50% membership interest in the car wash company.

7. Kalidy instructed me to deed the Pontotoc County land to him personally.

8. Kalidy further instructed me to give him an additional $500,000 to provide capital and assets for the car wash business. Kalidy repeatedly represented to me that the land in Pontotoc County would be used for building a car wash.

9. I trusted Kalidy and deeded my family home at 1927 Arlington Street, Ada, Oklahoma, to Kalidy personally, for the sole purpose of the land being used for a car wash.

EXHIBIT
B

10. Additionally, I gave Kalidy $500,000 as an initial contribution for the car wash company.

11. By March of 2024, I became skeptical of Kalidy when no construction had commenced on the car wash and the deed had not been transferred back to me so that I could lease the land to the car wash, as Kalidy had promised.

12. I then discovered that Kalidy had sold the Pontotoc County land to a company in Corpus Christi, Texas, for $100,000. He had entered into an option agreement with the company and could buy the property back for $200,000.

13. I questioned Kalidy about the status of the car wash business and he informed me that he planned to exercise the option agreement and buy the land back. He also admitted that he could not explain where my $500,000 had been spent.

14. An LLC owned by Kalidy's brother has purchased back the Pontotoc County land. I have filed a lawsuit in Case No. CJ-25-05 asking for a recission of the agreement to form Trillium Supreme Wash Plus LLC.

15. No car wash has been built on the Pontotoc County land and I have not received any of the $500,000 back.

16. Had I known about Kalidy's previous interaction with the Oklahoma Department of Securities in 2009, I would have never invested with Rabih Kalidy.

I hereby affirm that I am competent to make this Affidavit and that all the foregoing is true and correct to the best of my knowledge and belief. I hereby affirm that I affix my signature to this document voluntarily and that no threat or promise of immunity or other assistance of any kind has been made by any person, to include the Administrator of the Oklahoma Department of

Securities, any employee of the Oklahoma Department of Securities, or any member of the Oklahoma Securities Commission, to coerce the statements made herein.

Further Affiant sayeth not.

Subscribed and sworn to before me this 18th day of June 2025.

TRACY M. WENTE
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 22014260 Expires 10/21/26

(NOTARIAL SEAL)

Notary Public

My Commission Expires: 10/21/26

AFFIDAVIT OF LUCIANA SIMMONS

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

I, Luciana Simmons, being of lawful age and being duly sworn, depose and state as follows:

1. That I am a Forensic Accountant and Certified Public Accountant (CPA), Certified Fraud Examiner (CFE), and Certified Anti-Money Laundering Specialist (CAMS) for the Enforcement Division of the Oklahoma Department of Securities (the "Department").

2. That pursuant to an investigation by the Department of Rabih Kalidy; Trillium Medical Spa LLC; Trillium Medical Spa Plus LLC; Trillium Supreme Car Wash LLC; Trillium Supreme Car Wash Plus LLC; and Trillium Homes LLC ("Kalidy Entities"), the Department received bank records produced from Communication Federal Credit Union; Quail Creek Bank; and BancFirst (collectively, the "Banks").

3. I have conducted a financial analysis of the following bank accounts (the "Accounts")

Bank Name	Account Title	Account Last 4	Signers	Beginning Date	Ending Date
Communication Federal Credit Union	Trillium Homes, LLC	6355-3	Rabih Kalidy, Amanda Kalidy	10/5/2022	2/29/2024
Communication Federal Credit Union	Trillium Homes LLC	6355-4	Rabih Kalidy, Amanda Kalidy, Efren Cerda	10/20/2022	2/29/2024
BancFirst	IRIS HOMES LLC	5255	Efren Cerda, Amanda Kalidy	4/30/2024	5/31/2024
Quail Creek Bank	Trillium Homes LLC	5974	Rabih Kalidy, Efren Cerda	3/29/2024	6/27/2024
Communication Federal Credit Union	Rabih Kalidy	5505-1	Rabih Kalidy	1/1/2021	2/29/2024
Communication Federal Credit Union	Rabih Kalidy	5505-2	Rabih Kalidy	3/1/2023	2/29/2024

EXHIBIT
C

4. I have conducted a financial review of the statements and transactions in the Accounts for the time period of January 2021 to May 2024 (the "Review").

5. The Review reflects that Regina Waters invested $500,000.00 in Trillium Supreme Wash LLC and Trillium Supreme Car Wash LLC **(EXHIBIT A)**.

6. The Review demonstrates that Ms. Waters' investment in the Trillium Car Wash LLCs was all deposited in account number 5505-2 in the name of Rabih Kalidy at Communication Federal Credit Union **(EXHIBIT A)**.

7. The Review further shows that none of Ms. Waters' $500,000 in the Trillium Car Wash LLCs was used for anything related to building, opening, or operating a car wash **(EXHIBIT A)**.

10. Further, the Review demonstrates that a portion of the investor money deposited, including that of Regina Waters, was spent by Kalidy on personal expenses, such as luxury clothing, jewelry, window tinting, and mortgage payments; to pay Defendant's personal Barclay's credit card bills; and to repay a $100,000 loan from Defendant's brother. The Review also shows that portions of investor funds were transferred to the bank account of another of Kalidy's companies, Trillium Homes LLC, at Commercial Federal Credit Union with those funds immediately being expended for Trillium Homes LLC's payroll **(EXHIBIT B)**.

FURTHER AFFIANT SAYETH NOT.

MICHELLE STATHAM
NOTARY
17008730
EXP. 09/19/25
PUBLIC
STATE OF OKLAHOMA

Luciana Simmons

____
Luciana Simmons

Subscribed and sworn to before me this 27 day of August, 2025.

____
Notary Public

How Regina Waters Investments Were Spent

EXHIBIT A

All Deposited to Communication Federal Credit Union Account 5505-2 (Rabih Kalidy)

Date	5/26/2023	6/2/2023	9/15/2023	Total	% Total
Amount	100,000.00	200,000.00	250,000.00	550,000.00	
Auto			1,364.72	1,364.72	0.25%
TD AUTO FINANCE			1,364.72	1,364.72	0.25%
Bank Fee	30.00			30.00	0.01%
BANK FEE	30.00			30.00	0.01%
Business	33,073.31	113,028.45	83,643.77	229,745.53	41.77%
4IMPRINT INC			5,063.56	5,063.56	0.92%
A PLUS GLASS		2,620.28		2,620.28	0.48%
ABC/AMEGA	2,000.00			2,000.00	0.36%
ABLE INSULATION LLC 2		794.59		794.59	0.14%
AIRMAN SOLUTIONS INC			8,175.00	8,175.00	1.49%
ANDREE STOKER		1,156.75		1,156.75	0.21%
ARTURO TERREZAS	1,533.19	2,671.39	1,200.00	5,404.58	0.98%
BUSINESS BACKER LLC	2,000.00			2,000.00	0.36%
DISCOUNT GARAGE DOOR		817.30		817.30	0.15%
DURANGO DRYWALL AND CONSTRUCTION			7,781.19	7,781.19	1.41%
E&C LOPEZ REMODELING LLC			7,094.75	7,094.75	1.29%
EMSER TILE LLC		1,401.33		1,401.33	0.25%
EXPRESS COFFEE & VENDING LLC		80.00		80.00	0.01%
FIRST AMERICAN TITLE		500.00		500.00	0.09%
GFL ENVIRONMENTAL		2,846.09		2,846.09	0.52%
GUZMAN MASONRY		7,050.18	3,270.00	10,320.18	1.88%
GUZMAN TRUCKING LLC			270.00	270.00	0.05%
HAPPY FLOORS		6,153.95		6,153.95	1.12%
HUGHES LUMBER	1,910.58	165.78		2,076.36	0.38%
JASON SMITH		130.00		130.00	0.02%
JAY HOLMAN DESIGN & DRAFTING		3,835.00		3,835.00	0.70%
JR CARPENTRY			1,970.00	1,970.00	0.36%
KRAFTCO LLC			2,847.25	2,847.25	0.52%
L T S CONSTRUCTION		11,700.00		11,700.00	2.13%
L&W SUPPLY CORPORATION	870.91	5,870.91		6,741.82	1.23%
LIFESTYLES			504.54	504.54	0.09%
LIGHIT MEDIA		1,000.00		1,000.00	0.18%
LUIS RODARTE		8,595.00		8,595.00	1.56%
MAINTENANCE SUPPBT		17,991.94	11,767.48	29,759.42	5.41%
MARITZA VELASCO RUIZ	300.00	300.00	300.00	900.00	0.16%
MOISANT PROMOTIONAL PRODUCTS		788.61		788.61	0.14%
NORTH SANTA FE SHOPS LLC			7,178.00	7,178.00	1.31%
OKLAHOMA HOME CENTER LLC	776.63	776.63		1,553.26	0.28%

How Regina Waters Investments Were Spent
EXHIBIT A

Date	5/26/2023	6/2/2023	9/15/2023	Total	% Total
Amount	100,000.00	200,000.00	250,000.00	550,000.00	
PABLO ACOSTA		1,750.00	6,500.00	8,250.00	1.50%
PALMCRETE CONSTRUCTION LLC			5,952.00	5,952.00	1.08%
PAYROLL	21,000.00	26,841.34		47,841.34	8.70%
PEDRO HARO		700.00	1,300.00	2,000.00	0.36%
REMPELS ROCK - N- READY MIX INC		1,013.63		1,013.63	0.18%
SCISSORTAIL HOME RENOVATIONS	2,682.00			2,682.00	0.49%
SCITON			10,000.00	10,000.00	1.82%
SERVICE OKLAHOMA		99.05		99.05	0.02%
SHERWIN WILLIAMS		2,091.53		2,091.53	0.38%
SPECTRUM PAINT		122.66		122.66	0.02%
TRINITY BRICK SALES		2,164.51		2,164.51	0.39%
VALLES & CO ELECTRIC INC			2,470.00	2,470.00	0.45%
VITAL CONSTRUCTION		1,000.00		1,000.00	0.18%
Cash		**1,464.25**	**1,000.00**	**2,464.25**	**0.45%**
CASH		1,464.25	1,000.00	2,464.25	0.45%
Credit Card	**26,700.10**	**35,495.38**	**26,960.00**	**89,155.48**	**16.21%**
AMERICAN EXPRESS			1,677.00	1,677.00	0.30%
BARCLAYCARD	10,896.08	30,809.17	8,645.93	50,351.18	9.15%
CITI CARD	5,265.29	2,731.00	11,807.26	19,803.55	3.60%
DISCOVER CARD	6,028.74	1,955.21	1,829.81	9,813.76	1.78%
WELLS FARGO CARD	4,509.99		3,000.00	7,509.99	1.37%
External Transfer	**3,600.00**	**24,412.55**	**13,706.00**	**41,718.55**	**7.59%**
PENTAGON FCU		511.42		511.42	0.09%
TRILLIUM HOMES			100.00	100.00	0.02%
TULSA TEACHERS CU			3,606.00	3,606.00	0.66%
XFER TO/FROM 6253-2	3,600.00			3,600.00	0.65%
XFER TO/FROM TRUE SKY CU		23,901.13	10,000.00	33,901.13	6.16%
Insurance		**399.80**	**3,212.85**	**3,612.65**	**0.66%**
ACCENDO INSURANCE			191.63	191.63	0.03%
AMERICAN-AMICABLE INSURANCE		121.75		121.75	0.02%
FOREMOST EPM PYMT		278.05	211.32	489.37	0.09%
INSURANCE FINANCE COMPANY LLC			2,745.75	2,745.75	0.50%
VSP INSURANCE CO			64.15	64.15	0.01%
Loan	**26,172.93**	**17,711.03**	**111,855.69**	**155,739.65**	**28.32%**
CFCU LOAN 142	15,041.67			15,041.67	2.73%
CFCU LOAN 151		494.00		494.00	0.09%
CFCU LOAN 205	10,422.84	5,000.00		15,422.84	2.80%

How Regina Waters Investments Were Spent

EXHIBIT A

Date	5/26/2023	6/2/2023	9/15/2023	Total	% Total
Amount	100,000.00	200,000.00	250,000.00	550,000.00	
FIRST UNITED BANK		7,217.03	6,855.69	14,072.72	2.56%
QUAIL CREEK BANK	708.42			708.42	0.13%
SABIH KALIDY			100,000.00	100,000.00	18.18%
THE LELAND GROUP INC.		5,000.00	5,000.00	10,000.00	1.82%
Personal	**9,421.54**	**4,068.95**	**2,569.26**	**16,059.75**	**2.92%**
COMMERCIAL COLLECTIONS OF AMERICA LLC	2,500.00			2,500.00	0.45%
EDMOND PEDIATRIC & TEEN DENTISTRY	332.70			332.70	0.06%
MTZ LAWNS		499.69		499.69	0.09%
ROBERTO REYES	5,724.10			5,724.10	1.04%
UPGRADE INC.	864.74			864.74	0.16%
US BANK HOME MORTGAGE		3,569.26	2,569.26	6,138.52	1.12%
Unknown		**1,699.23**	**5,687.71**	**7,386.94**	**1.34%**
CHAUNCY DUMAS		1,000.00		1,000.00	0.18%
CITY NATIONAL BANK		699.23	5,687.71	6,386.94	1.16%
Utilities	**1,002.12**	**1,720.36**		**2,722.48**	**0.49%**
AT&T	789.42	322.97		1,112.39	0.20%
CITY OF GUTHRIE		587.06		587.06	0.11%
OG&E		462.82		462.82	0.08%
ONG	212.70	347.51		560.21	0.10%
Grand Total	**100,000.00**	**200,000.00**	**250,000.00**	**550,000.00**	**100.00%**

*See Note

NOTE: $50,000 of this $250,000 check from Regina Waters is a loan to another investor, Lezlie Goad, to assist with the purchase of Ms. Goad's investment in the medical spa.

Analysis of Account CFCU 5505-2 (Rabih Kalidy)
3/1/2023 - 2/29/2024
EXHIBIT B

Classification/Name	Deposits	% Deposits	Expenditures	% Expenditures
Bank Fee	**28.00**	**0.00%**	**483.57**	**0.02%**
BANK FEE	28.00	0.00%	483.57	0.02%
Business	**14,943.09**	**0.49%**	**126,949.99**	**4.18%**
AMY WATERS		0.00%	20,000.00	0.66%
BUILDERSFIRSTSOURCE		0.00%	1,871.22	0.06%
BUSINESS BACKER LLC		0.00%	20,000.00	0.66%
FIRST AMERICAN TITLE		0.00%	44,654.72	1.47%
HERMANSKI ROOFING		0.00%	8,000.00	0.26%
JOLLY GOAT		0.00%	4,502.05	0.15%
LOWE'S	14,943.09	0.49%		0.00%
PONTOTOC COUNTY CLERK		0.00%	922.00	0.03%
SABRINA STOKER		0.00%	12,000.00	0.39%
SAMMIE SEAL		0.00%	5,000.00	0.16%
SCITON		0.00%	10,000.00	0.33%
Cash		**0.00%**	**39,816.47**	**1.31%**
ATM		0.00%	3,616.47	0.12%
CASH		0.00%	36,200.00	1.19%
Credit Card	**1,708.28**	**0.06%**	**506,024.77**	**16.65%**
AMERICAN EXPRESS		0.00%	1,000.00	0.03%
BARCLAYCARD	1,708.28	0.06%	241,052.23	7.93%
CAPITAL ONE		0.00%	19.00	0.00%
CITI CARD		0.00%	161,347.72	5.31%
DISCOVER CARD		0.00%	55,623.92	1.83%
WELLS FARGO CARD		0.00%	46,981.90	1.55%
External Transfer	**51,224.61**	**1.68%**	**319,596.86**	**10.52%**
PENTAGON FCU		0.00%	10,382.88	0.34%
TRILLIUM HOMES LLC - QUAIL CREEK BANK		0.00%	19,830.00	0.65%
TULSA TEACHERS CU	0.91	0.00%	5,000.91	0.16%
XFER TO/FROM 6253-2		0.00%	179,170.00	5.90%
XFER TO/FROM 7274-2	511.85	0.02%	1,256.85	0.04%
XFER TO/FROM 7278-8	511.85	0.02%	1,256.85	0.04%
XFER TO/FROM CITY NATIONAL BANK 5875	27,300.00	0.90%	10,000.00	0.33%
XFER TO/FROM TRUE SKY CU		0.00%	84,799.37	2.79%
XFER TO/FROM TRUE SKY CU 2344	22,900.00	0.75%	7,900.00	0.26%
Insurance	**103.14**	**0.00%**	**20,468.36**	**0.67%**
ACCENDO INSURANCE		0.00%	2,299.56	0.08%
AMERICAN-AMICABLE INSURANCE		0.00%	1,461.00	0.05%
STATE FARM LIFE INSURANCE COMPANY	103.14	0.00%	1,460.00	0.05%
TRANSAMERICA INSURANCE		0.00%	15,247.80	0.50%

Analysis of Account CFCU 5505-2 (Rabih Kalidy)
3/1/2023 - 2/29/2024
EXHIBIT B

Classification/Name	Deposits	% Deposits	Expenditures	% Expenditures
Investor	**2,100,000.00**	**69.03%**		**0.00%**
CARY & STACY DECKER	200,000.00	6.57%		0.00%
DAVID HUSLIG/SUSAN HUSLIG	100,000.00	3.29%		0.00%
JEFFREY A SCHMITT/ROBYN L SCHMITT	250,000.00	8.22%		0.00%
JERRY D/BELINDA B. SPEIGHTS	200,000.00	6.57%		0.00%
M&R DOYLE HOLDINGS INC.	100,000.00	3.29%		0.00%
REGINA A. WATERS	950,000.00	31.23%		0.00%
STILLWATERS LLC	100,000.00	3.29%		0.00%
THE INK NURSE, PLLC	50,000.00	1.64%		0.00%
WHITNEY CLASSEN	150,000.00	4.93%		0.00%
Legal/Professional		**0.00%**	**64,691.58**	**2.13%**
HARRIS & HARRIS		0.00%	4,691.50	0.15%
KLINGENBERG CONRAD & ASSOC.		0.00%	2,500.00	0.08%
WEINSTEIN & WEINSTEIN IOLTA		0.00%	27,500.05	0.90%
WEINSTEIN & WEINSTEIN LLP		0.00%	30,000.03	0.99%
Loan	**189,999.99**	**6.25%**	**220,342.99**	**7.25%**
CFCU LOAN 142	14,999.99	0.49%	54,813.11	1.80%
CFCU LOAN 151		0.00%	3,952.00	0.13%
CFCU LOAN 205		0.00%	61,577.88	2.03%
REGINA A. WATERS - LOAN	50,000.00	1.64%		0.00%
SABIH KALIDY	100,000.00	3.29%	100,000.00	3.29%
THE LELAND GROUP INC.	25,000.00	0.82%		0.00%
Other Income	**458,352.79**	**15.07%**		**0.00%**
CHARLES SCHWAB PREMIER BANK	100,000.00	3.29%		0.00%
DISCOVER CASH AWARD	458.28	0.02%		0.00%
TRILLIUM HOMES PAYROLL	344,770.00	11.33%		0.00%
VISA/MASTERCARD CREDIT BALANCE REFUND	12,874.51	0.42%		0.00%
WELLS FARGO BANK	250.00	0.01%		0.00%
Personal	**13,021.52**	**0.43%**	**95,591.34**	**3.15%**
AAA TEXAS TRANSPORT		0.00%	650.00	0.02%
APC P S ONLINE		0.00%	14,422.87	0.47%
APPLE CASH SENT		0.00%	750.00	0.02%
BANANAREPUBLIC		0.00%	92.01	0.00%
CASH APP*AUDRA COOL		0.00%	20.00	0.00%
CMRE FINANCIAL		0.00%	1,970.80	0.06%
COMMERCIAL COLLECTIONS OF AMERICA LLC		0.00%	2,500.00	0.08%
COSTCO WHSE		0.00%	96.51	0.00%
CREDITORS PROTECTIVE SERVICE		0.00%	110.88	0.00%
DAVID YURMAN		0.00%	1,077.09	0.04%

Analysis of Account CFCU 5505-2 (Rabih Kalidy)
3/1/2023 - 2/29/2024
EXHIBIT B

Classification/Name	Deposits	% Deposits	Expenditures	% Expenditures
EDMOND PEDIATRIC & TEEN DENTISTRY		0.00%	597.70	0.02%
GG RETAIL_DALLAS		0.00%	243.57	0.01%
GGDB FLAG DALLAS		0.00%	2,083.82	0.07%
GUCCI		0.00%	281.45	0.01%
JUAN PEREZ		0.00%	2,650.65	0.09%
MCBRIDE ORTHOPEDIC HOSPITAL		0.00%	103.63	0.00%
MELBA WILEY		0.00%	300.00	0.01%
MERCY		0.00%	871.23	0.03%
MERCY GOHEALTH URGENT CARE		0.00%	50.00	0.00%
MONEYGRAM		0.00%	1,000.00	0.03%
MTZ LAWNS		0.00%	1,740.00	0.06%
NAYAX AIR 2		0.00%	2.00	0.00%
OSH PAIN MANAGMENT ASSOC		0.00%	50.00	0.00%
OZARKA-EUREKA WATER		0.00%	365.51	0.01%
QUALITY WINDOW TINT		0.00%	3,000.00	0.10%
QUEST DIAGNOSTICS	433.53	0.01%	45.54	0.00%
ROBERTO REYES		0.00%	6,500.00	0.21%
SECUREACCOUNTSERSASPAYMENT	9,875.00	0.32%	14,812.50	0.49%
TODD SNYDER		0.00%	1,916.04	0.06%
UPGRADE INC.		0.00%	3,458.96	0.11%
US BANK HOME MORTGAGE	2,712.99	0.09%	32,822.58	1.08%
VENMO* VISA DIRECT		0.00%	1,006.00	0.03%
Transfer	**212,897.88**	**7.00%**	**1,610,737.88**	**53.00%**
XFER TO/FROM 5505-1	197.88	0.01%	197.88	0.01%
XFER TO/FROM JNK CORP LLC 5556-3		0.00%	40.00	0.00%
XFER TO/FROM TRILLIUM HOMES LLC 6355-4	210,200.00	6.91%	1,584,500.00	52.14%
XFER TO/FROM TRILLIUM HOMES LLC PAYROLL 6355-3	2,500.00	0.08%	26,000.00	0.86%
Unknown		**0.00%**	**24,770.00**	**0.82%**
CHAUNCY DUMAS		0.00%	6,500.00	0.21%
GEOVONNE VEGNOLA		0.00%	10,000.00	0.33%
KALIDY KIA		0.00%	8,270.00	0.27%
Utilities		**0.00%**	**9,607.73**	**0.32%**
CITY OF EDMOND		0.00%	8,274.83	0.27%
ONG		0.00%	1,332.90	0.04%
Grand Total	**3,042,279.30**	**100.00%**	**3,039,081.54**	**100.00%**

QUIT CLAIM DEED

Statutory Form/Entity

Deed presented for filing by: Oklahoma City Abstract & Title Co.
File No.: 2307530
No Owner's Policy to be issued.

THIS INDENTURE, made this 6 day of February, 2024 between **Regina A. Waters GST Exempt Family Trust**, duly organized and existing under and by virtue of the laws of the State of Oklahoma party of the first part, and **Rabih Kalidy, a single person,** party of the second part, **Witnesseth**, that said party of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do(es) hereby quitclaim, grant, bargain, sell and convey unto the said party of the second part all its right, title, interest, estate and every claim and demand, both at law and in equity, in and to all the following described property situate in Pontotoc County, State of Oklahoma, to wit:

A part of the NW/4 of NW/4 of Section Thirty-five (35), Township Four (4) North, Range Six (6) East of the I.B.M., Pontotoc County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point 825 feet East and 25 feet South of the Northwest corner of said NW/4 of NW/4 of said Section 35: thence South a distance of 210 feet; thence East for a distance of 140 feet; thence North for a distance of 210 feet; thence West for a distance of 140 feet to the point of beginning.

TAX ID No.: 17327

Grantee's Mailing Address: 14209 N Santa Fe Ave Ste B Edmond, OK 73013

DOCUMENTARY STAMPS NOT REQUIRED SECTION 3202 NO. 3

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the second part, his heirs and assigns forever, so that neither the said party of the first part, nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof but they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said party of the first part has caused these presents to be signed by its **Trustee** this 6 day of February, 2024

Regina A. Waters GST Exempt Family Trust
BY: [signature]
Regina A. Waters, Trustee

2307530
CORPORATE OR LLC ACKNOWLEDGMENT

State of Oklahoma
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State on this 6 day of February, 2024, personally appeared, **Regina A. Waters** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **Trustee** and acknowledged to me that same was executed as the free and voluntary act and deed of of such entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[signature]

Commission Expires: 10/2/24

WHITNEY CAIN
NOTARY
20012179
EXP. 10/02/24
PUBLIC
STATE OF OKLAHOMA

EXHIBIT

D

RETURN TO:
Oklahoma City Abstract & Title Co.
9620 S. Pennsylvania, Suite B
Oklahoma City, OK 73159

I-2024-000677 Book 3768 Pg 68
02/12/2024 2:45pm Pg 0068-0069
Fee: $20.00 Doc: $0.00
Tammy Brown - Pontotoc County Clerk
State of OK

77

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: INDIVIDUAL

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

COUNTY CLERK PONTOTOC COUNTY OKLAHOMA

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned **Rabih Kalidy** (list legal name and any aliases) (the "Affiant"), who having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I have personal knowledge of the statements made herein.

2. I am:

☒ a citizen of the United States; or

☐ not a citizen of the United States, but an alien who is or who shall become a bona fide resident of the State of Oklahoma.

3. I acquired title to the real property identified in the Deed to which this Affidavit is attached (the "Property").

4. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

5. I acknowledge and understand that section 121 generally prohibits an alien or person who is not a citizen of the United States from acquiring title to or owning land in the State of Oklahoma. I further acknowledge and understand that section 121 does not prohibit an alien who is or who shall become a bona fide resident of the State of Oklahoma from acquiring title to or owning land in the State of Oklahoma.

6. I acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

7. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Rabih Kalidy _______________ 2/6/2024
Date

The foregoing instrument was acknowledged before me this 6 day of February, 2024, by **Rabih Kalidy**.

WHITNEY CAIN NOTARY # 20012179 EXP. 10/02/24 PUBLIC STATE OF OKLAHOMA

NOTARY PUBLIC: _______________

My Commission Expires: _______________

My Commission Number: _______________

I-2024-000677 Book 3768 Pg 69
02/12/2024 2:45pm Pg 0068-0069
Fee: $20.00 Doc: $0.00
Tammy Brown - Pontotoc County Clerk
State of OK

150^cc

STATE OF OKLAHOMA
Pontotoc County
Documentary Stamps $ 150^cc

WARRANTY DEED

Statutory Form Individual

Deed presented for filing by: Oklahoma City Abstract & Title Co.
File No.: 2307530
American Security Title Insurance Company

Know All Men by These Presents:

THAT, **Rabih Kalidy, a single person,** duly organized and existing under and by virtue of the laws of the State of Oklahoma party of the first part, in consideration of the sum of TEN and No/100 ($10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and convey unto **Ironwood Finance Inc**, party of the second part, the following described real property and premises situate in Pontotoc County, State of Oklahoma, to wit:

A part of the NW/4 of NW/4 of Section Thirty-five (35), Township Four (4) North, Range Six (6) East of the I.B.M., Pontotoc County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point 825 feet East and 25 feet South of the Northwest corner of said NW/4 of NW/4 of said Section 35: thence South a distance of 210 feet; thence East for a distance of 140 feet; thence North for a distance of 210 feet; thence West for a distance of 140 feet to the point of beginning.

LESS AND EXCEPT, all oil, gas and other minerals and all rights incident thereto, previously reserved or conveyed of record.

TAX ID No.: 17327

Grantee's Mailing Address: 1127 2nd Street, Corpus Christi, TX 78404

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. SUBJECT to existing zoning, easements, right-of-ways and restrictive covenants of record.

Signed and Delivered this 06 day of February, 2024

Rabih Kalidy

2307530
Doc Stamps $150.00
INDIVIDUAL ACKNOWLEDGMENT

State of Oklahoma
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State on this 6 day of February, 2024, personally appeared, **Rabih Kalidy, a single person,** to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that same was executed as the free and voluntary act and deed of of said person(s) for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Commission Expires: 10/2/24

WHITNEY CAIN
NOTARY
#20012179
EXP. 10/02/24
PUBLIC
STATE OF OKLAHOMA

I-2024-000678 Book 3768 Pg 70
02/12/2024 2:45pm Pg 0070-0071
Fee: $20.00 Doc: $150.00
Tammy Brown - Pontotoc County Clerk
State of OK

RETURN TO:
Oklahoma City Abstract & Title Co.
9620 S. Pennsylvania, Suite B
Oklahoma City, OK 73159

EXHIBIT
E

78

30

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

COUNTY CLERK PONTOTOC COUNTY OKLAHOMA

State of Oklahoma)
) SS.
County of Oklahoma)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned **Kevin Donahue** (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an **Director** (role, such as titled officer or trustee) of **Ironwood Finance Inc** (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

5. If the Entity is a trust, its grantor(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Kevin Donahue

2/6/24
Date

The foregoing instrument was acknowledged before me this 6 day of February, 2024, by **Kevin Donahue**.

NOTARY PUBLIC: Tracy Garcia

My Commission Expires: 05-09-2027

My Commission Number: 132007576

TRACY GARCIA
Notary Public, State of Texas
Comm. Expires 05-09-2027
Notary ID 132007576

I-2024-000678 Book 3768 Pg 71
02/12/2024 2:45pm Pg 0070-0071
Fee: $20.00 Doc: $150.00
Tammy Brown - Pontotoc County Clerk
State of OK

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
FIRST NATIONAL CENTER, SUITE 860
120 NORTH ROBINSON
OKLAHOMA CITY, OKLAHOMA 73102

FILED
JAN 16 2009
by the
Administrator

In the Matter of:

Kalidy & Co. and Rabih Kalidy,

Respondents.

File No. ODS 09-006

ORDER TO CEASE AND DESIST
AND
NOTICE OF OPPORTUNITY FOR HEARING

Order to Cease and Desist

Pursuant to the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2003), an investigation was conducted by the Oklahoma Department of Securities (Department) into the activities of Kalidy & Co. and Rabih Kalidy (collectively, "Respondents") in and/or from Oklahoma. Based on Section 1-604 of the Act, and the Findings of Fact and Conclusions of Law set forth below, IT IS HEREBY ORDERED that Respondents cease and desist violations of the Act.

Findings of Fact

1. Kalidy & Co. (Kalidy) is an Oklahoma limited liability company domiciled in the state of Oklahoma.

2. Rabih Kalidy, an Oklahoma resident, is the Chief Executive Officer and President of Kalidy and is the control person of Kalidy.

3. Since approximately July of 2000, and continuing to the present, Respondents have mailed and are mailing thousands of letters to residents of Oklahoma (Investors), soliciting them to join a "unique and profitable Short Term partnership group" to invest in real estate (Real Estate Investment). The letter states that the investment of an unspecified initial dollar amount will result in earnings of "$1,000, $2,000, $3,000 or even $5,000 PER MONTH" and that the "money and profit is 100% guaranteed!"

4. Respondents represent to Investors that they have "EVERYTHING to gain and NOTHING to lose" in the Real Estate Investment.

5. Investors are promised profits in the Real Estate Investment "no matter how the real Estate economy is."

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6. On October 22, 2008, Rabih Kalidy represented to the Department, through his attorney, that "he has voluntarily ceased further distribution of those solicitations."

7. The Real Estate Investment with Respondents is not registered under the Act.

8. Rabih Kalidy is not registered under the Act as an issuer agent.

9. At least one person has invested with Respondents.

To the extent any of these Findings of Fact are more properly characterized as Conclusions of Law, they should be so considered.

Authorities

1. Section 1-102 provides in part:

In this act, unless the context otherwise requires:

* * *

> 2. "Agent" means an individual, other than a broker-dealer, who represents a broker-dealer in effecting or attempting to effect purchases or sales of securities or represents an issuer in effecting or attempting to effect purchases or sales of the issuer's securities. A partner, officer, or director of a broker-dealer or issuer, or an individual having a similar status or performing similar functions is an agent only if the individual otherwise comes within the term. The term does not include an individual excluded by rule adopted or order issued under this act;

* * *

> 32. "Security" means a note; stock; treasury stock; security future; bond; debenture; evidence of indebtedness; certificate of interest or participation in a profit-sharing agreement; collateral trust certificate; preorganization certificate or subscription; transferable share; investment contract; voting trust certificate; certificate of deposit for a security; fractional undivided interest in oil, gas, or other mineral rights; put, call, straddle, option, or privilege on a security, certificate of deposit, or group or index of securities, including an interest therein or based on the value thereof; put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency; or, in general, an interest or instrument commonly known as a "security," or a certificate of interest or participation in, temporary or interim

certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing. The term:

* * *

d. includes as an "investment contract" an investment in a common enterprise with the expectation of profits to be derived primarily from the efforts of a person other than the investor and a "common enterprise" means an enterprise in which the fortunes of the investor are interwoven with those of either the person offering the investment, a third party, or other investors.

2. Section 1-301 of the Act provides:

It is unlawful for a person to offer or sell a security in this state unless:

(1) The security is a federal covered security;

(2) The security, transaction, or offer is exempted from registration under Sections 6 through 8 of this act [Sections 1-201 through 1-203 of this title]; or

(3) The security is registered under the act.

3. Section 1-402 of the Act provides:

It is unlawful for an individual to transact business in this state as an agent unless the individual is registered under this act as an agent or is exempt from registration as an agent under subsection B of this section.

4. Section 1-501 of the Act provides in pertinent part:

It is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly:

1. To employ a device, scheme, or artifice to defraud;

2. To make an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it is made, not misleading; or

3. To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

5. Section 1-604 of the Act provides in part:

A. If the Administrator determines that a person has engaged, is engaging, or is about to engage in an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice or that a person has materially aided, is materially aiding, or is about to materially aid an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice, the Administrator may:

1. Issue an order directing the person to cease and desist from engaging in the act, practice, or course of business or to take other action necessary or appropriate to comply with this act[.]

* * *

B. An order under subsection A of this section is effective on the date of issuance. Upon issuance of the order, the Administrator shall promptly serve each person subject to the order with a copy of the order and a notice that the order has been entered. The order must include a statement whether the Administrator will seek a civil penalty or costs of the investigation, a statement of the reasons for the order, and notice that, within fifteen (15) days after receipt of a request in a record from the person, the matter will be scheduled for a hearing and the hearing shall be commenced within fifteen (15) days of the matter being set for hearing. If a person subject to the order does not request a hearing and none is ordered by the Administrator, within thirty (30) days after the date of service of the order, the order, that may include a civil penalty or costs of the investigation if a civil penalty or costs were sought in the statement accompanying the order, becomes final as to that person by operation of law. If a hearing is requested or ordered, the Administrator, after notice of and opportunity for hearing to each person subject to the order, may modify or vacate the order or extend it until final determination.

* * *

D. In a final order under subsection C of this section, the Administrator may impose a civil penalty up to a maximum of Five Thousand Dollars ($5,000.00) for a single violation or up to Two Hundred Fifty Thousand Dollars ($250,000.00) for multiple violations in a single proceeding or a series of related proceedings.

Conclusions of Law

1. Respondents offered and sold securities as defined by 1-102.32 of the Act.

2. The securities offered and sold by Respondents are not registered under the Act, in violation of Section 1-301 of the Act.

3. Respondent Rabih Kalidy transacted business as an issuer agent in this state without the benefit of registration under the Act, in violation of Section 1-402 of the Act.

4. Respondents made untrue statements of material fact and/or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, in connection with the offer of securities in and/or from the state of Oklahoma in violation of Section 1-501 of the Act.

5. The Administrator has the authority to order Respondents to cease and desist from engaging in an act, practice, or course of business constituting a violation of the Act.

6. The Administrator has the authority to impose a civil penalty for violation of the Act.

7. It is in the public interest to order Respondents to cease and desist from violating the Act and to impose a civil penalty.

To the extent any of these Conclusions of Law are more properly characterized as Findings of Fact, they should be so considered.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this 16th day of January, 2009.

(SEAL)

IRVING L. FAUGHT, ADMINISTRATOR OF THE
OKLAHOMA DEPARTMENT OF SECURITIES

Notice of Opportunity for Hearing

Pursuant to Section 1-604 of the Act, the Administrator hereby gives notice to Respondents of their right to request a hearing. The request for hearing must be received by the Administrator within thirty (30) days after service of the Order to Cease and Desist (Order). The request for hearing must be in writing and Respondents shall specifically admit or deny each allegation that is contained in the Order.

Within fifteen (15) days after receipt of a request for hearing from Respondents, this matter will be scheduled for hearing. The hearing shall commence within fifteen (15) days of the matter being set for hearing. Notice of the date, time and location of the hearing shall be given to Respondents. If a hearing is requested, the Administrator may modify or vacate the Order or extend it until final determination.

If Respondents do not request a hearing within thirty (30) days after the date of service of the Order and none is ordered by the Administrator, the Order becomes final as to Respondents by operation of law.

Pursuant to Section 1-604 of the Act, the Administrator hereby gives notice to Respondents of his intent to seek a civil penalty in the amount of $25,000.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this 16th day of January, 2009.

(SEAL)

IRVING L. FAUGHT, ADMINISTRATOR OF THE
OKLAHOMA DEPARTMENT OF SECURITIES

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 16th day of January, 2009, a true and correct copy of the above and foregoing *Order to Cease and Desist and Notice of Opportunity for Hearing* was mailed by certified mail, return receipt requested, delivery restricted, with postage prepaid thereon, addressed to:

Kaildy & Co.
14909 North Kelly Avenue
Edmond, OK 73013

Rabih Kalidy
3500 Huntsman Road
Edmond, OK 73003

and

14909 North Kelly Avenue
Edmond, OK 73013

Kenneth M. Stoner
5700 NW 132nd St.
Oklahoma City, OK 73142

Brenda London
Brenda London
Paralegal

AFFIDAVIT OF JERRY SPEIGHTS

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

I, Jerry Speights, of lawful age, being first duly sworn depose and state:

1. I am a resident of the State of Oklahoma.

2. I met Rabih Kalidy (Kalidy) at Mercy Fitness Center in 2023.

3. On 04/23/2023, I met with Kalidy to discuss an investment opportunity in Trillium Medical Spa. During this meeting, I notified Kalidy of my upcoming retirement.

4. Additionally, I informed Kalidy that my wife had recently been diagnosed with stage four breast cancer.

5. I invested $200,000 in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC, on 08/21/2023. The investment check was made payable directly to Kalidy with the memo line notating "Med Spa Stock Purchase."

6. Additionally, I loaned Kalidy another $200,000 on 02/06/2024 for working capital to cover short-term operational expenses for Trillium Medical Spa, LLC. This loan was documented in the form of a promissory note to be paid in the eighth month from the execution date at a rate of 12.5%. I have not been repaid.

7. Had I known about Kalidy's previous interaction with the Oklahoma Department of Securities in 2009, which he failed to disclose, I would have never invested with Kalidy.

8. Despite the $400,000 my wife and I provided Kalidy through our trust and family limited liability company, and substantial money raised from other investors, Kalidy did not finish the buildout and open the spa. Rather, it was only after other investors stepped in, borrowed money in their own name, and finished the buildout that Trillium Medical Spa, LLC, was able to open,

EXHIBIT
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which begs the question of what Kalidy did with all of the investor funds that were more than adequate to have built and opened the spa.

9. My wife and I never received a distribution or dividend from Trillium Medical Spa; have received no payment of principal or interest on the loan to Kalidy; and, have not received a refund of any part of our investment money from Kalidy.

10. Following my investments with Kalidy, my wife passed away.

I hereby affirm that I am competent to make this Affidavit and that all the foregoing is true and correct to the best of my knowledge and belief. I hereby affirm that I affix my signature to this document voluntarily and that no threat or promise of immunity or other assistance of any kind has been made by any person, to include the Administrator of the Oklahoma Department of Securities, any employee of the Oklahoma Department of Securities, or any member of the Oklahoma Securities Commission, to coerce the statements made herein.

Further Affiant sayeth not.

____

Subscribed and sworn to before me this 27th day of August 2025.

MICHELLE STATHAM NOTARY # 17006730 EXP. 09/19/25 PUBLIC STATE OF OKLAHOMA

(NOTARIAL SEAL)

____

Notary Public

My Commission Expires: 09/19/2025

AFFIDAVIT OF STACEY DECKER

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

I, Stacey Decker, being of lawful age and being duly sworn, depose and state as follows:

1. I am a resident of the state of Oklahoma.

2. I was offered securities by Rabih Kalidy.

3. The securities offered were in the form of a convertible promissory note issued by Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC.

4. Rabih Kalidy was the managing member of Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC at the time of issuance.

5. I invested $200,000 in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC through a convertible promissory note executed on July 24, 2023.

I hereby affirm that I am competent to make this Affidavit and that all the foregoing is true and correct to the best of my knowledge and belief. I hereby affirm that I affix my signature to this document voluntarily and that no threat or promise of immunity or other assistance of any kind has been made by any person, to include the Administrator of the Oklahoma Department of Securities, any employee of the Oklahoma Department of Securities, or any member of the Oklahoma Securities Commission, to coerce the statements made herein.

Further Affiant sayeth not.

Stacey Decker

Subscribed and sworn to before me this 23rd day of November 2025.

EXHIBIT
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(over)

(NOTARIAL SEAL)

B. J. MUNDAY
NOTARY
05001502
EXP. 02/10/29
PUBLIC
STATE OF OKLAHOMA

B J Munday
Notary Public

My Commission Expires: 2/10/29

Investor	Investment: Trillium Medical Spa, LLC[1]	Investment Document	Investment Date
Regina Waters[2]	$500,000	Promissory Note	3/24/2023
Stacey Decker	$200,000	Promissory Note	7/24/2023
David Huslig	$100,000	Promissory Note	2/28/2023
Rod Doyle	$100,000	Stock Purchase Agreement	7/19/2023
Lezlie Goad Maltz/ Ink Nurse, PLLC	$50,000	Stock Purchase Agreement	8/31/2023
Robyn Schmitt	$250,000	Stock Purchase Agreement	9/21/2023
Jerry Speights	$200,000	Membership Interest Purchase Agreement	8/21/2023
Andree Stoker	$300,000	Membership Interest Purchase Agreement	10/23/2023
Sabrina Stoker	$100,000	Membership Interest Purchase Agreement	5/18/2022[3]
Barrios Financial Investment, LLC	$450,000	Membership Interest Purchase Agreement	8/21/2023
Whitney Classen	$150,000	Membership Interest Purchase Agreement	11/07/2023

[1] The Trillium Medical Spa, LLC Operating Agreement was executed on 1/08/2024.

[2] Regina Waters also invested $250,000 into Trillium Supreme Wash, LLC and $250,000 into Trillium Supreme Wash Plus, LLC.

[3] Sabrina Stoker paid Rabih Kalidy via check on 5/18/2022. This payment was later converted into a Membership Interest Purchase Agreement executed on 3/11/2024.

EXHIBIT

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THIS CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH MEMBERSHIP INTEREST BY THE ISSUER FOR ANY PURPOSES, EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND THE SECURITIES LAWS OF ALL OTHER APPLICABLE JURISDICTIONS OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION SHALL BE ESTABLISHED TO THE REASONABLE SATISFACTION OF THE ISSUER.

CONVERTIBLE PROMISSORY NOTE

$300,000.00 March 24, 2023

FOR VALUE RECEIVED, TRILLIUM MEDICAL SPA LLC, an Oklahoma limited liability company (the "Company"), promises to pay to the order of REGINA WATERS ("Holder"), at Holder's address set forth below or at such other place as Holder may designate in writing pursuant to the notice provisions below, the principal sum of three hundred thousand dollars and 00/100 ($300,000.00) ("Principal Amount"), together with accrued and unpaid interest thereon due and payable as stated below.

1. This Convertible Promissory Note ("Note") is issued to Holder by the Company in exchange for full payment by Holder to the Company of three hundred thousand dollars and 00/100 ($300,000.00) within 3 business days by certified funds or wire transfer to the account designated by the Company.

2. Interest Rate and Accrual. The Company promises to pay interest on the outstanding principal amount of this Note in the flat amount of thirty thousand dollars and 00/100 ($30,000.00), regardless of the date on which the Determination Date (as defined herein) arises or the date on which the principal is fully repaid.

3. Security. This Note shall be secured by that certain Second Mortgage of Real Estate entered into between an affiliate of the Company, TRILLIUM HOMES LLC, an Oklahoma limited liability company, and Holder on an even date hereto (the "Second Mortgage"), which shall encumber the real property located at 722 E Grant Ave. Guthrie, OK 73044 "Property 1", and 1802 E Harrison Ave. Guthrie, OK 73044 "Property 2" (Property 1, and Property 2, each a Secured Property and collectively the Secured Properties).

4. Payments. Unless the Conversion Right is exercised as set forth below, upon the sale of any of the Secured Properties, the Company shall as soon as reasonably practicable following the closing of the sale make a payment on the Note an amount equal to the available net cash proceeds of such sale received by TRILLIUM HOMES LLC, after payment of selling

costs, commissions, any required release payments on any prior encumbrances, and any other reasonable expenses of such sale. Such payment(s) shall be pay down the balance of the Note, up to repayment of the full outstanding amount of principal and interest due under the Note. All amounts payable hereunder shall be made for the account of the Holder at the address referred to in Section 15 of this Note.

5. Conversion of Note.

(a) Conversion Rights. Upon the closing of the first sale of one of the Secured Properties (the "Closing Date"), the Holder shall have the right to convert this Note into a membership interest in the Company as stated herein (the "Conversion Right"). On exercise of the Conversion Right, the outstanding principal and interest on this Note shall be convertible in whole but not in part at the option of the Holder into membership interests of the Company representing a Thirty percent (30%) membership interest in the Company.

(b) Exercise of Conversion Right. When the Company is aware that a Secured Property is likely to be sold and has ascertained the likely closing date that will give rise to the Conversion Right, the Company shall give notice to the Holder, but such notice shall in all events be given at least five (5) days prior to the Closing Date. The Conversion Right may be exercised by the Holder, in whole but not in part, no later than the Closing Date, by presenting the following items to the Company: (i) this Note and (ii) a duly executed Notice of Exercise in the form attached hereto ("Exercise Notice"), (iii) a duly executed full release of the Second Mortgage.

As soon as practicable after exercise of the Conversion Right by the Holder, the Holder and the Company shall negotiate in good faith for no more than thirty (30) days to come to an agreed Operating Agreement for the Company wherein: Rabih Kalidy shall be the Manager of the Company and shall have broad decision making powers, a right of first refusal shall be granted to Rabih Kalidy and/or the Company in the event Holder desires to sell its membership interest in the Company, the Company shall have a call option in the event of Regina Water's death for fair market value of the Holder's interest, and other terms that support the general intent that Holder is a "silent investor" of the Company.

Following the execution of an agreed operating agreement of the Company, the Company, at its expense shall issue to the Holder a certification representing the total membership interest conferred upon Holder in exchange for the conversion of this Convertible Note ("Conversion Membership Interest"). This Convertible Note shall be deemed to have been converted, and the Conversion Membership Interest acquired thereby shall be deemed granted, and the Holder shall be deemed to have become a Member of the Company, for all purposes, as of the close of business on the Closing Date.

If the Company and the Holder cannot reach an agreement within thirty (30) days of the Exercise Notice, then the Conversion Right shall be deemed declined. In such event, the Company shall resume payments in accordance with the terms of this Note, with any payments accruing during such 30-day negotiation period to be paid within three days.

(c) Non-Exercise of Conversion Right. If the Holder fails to deliver the Exercise Notice in a timely manner, then the Conversion Right shall be deemed declined. In such event, the Company shall resume payments in accordance with the terms of this Note.

6. Release of Mortgage. Notwithstanding anything else herein, if the Mortgagor has entered into a valid contract to sell one or more of the Secured Properties, the Mortgagee shall, in order to allow the sale of the Secured Properties with clear title and without encumbrance by Mortgagee, deliver for recording in the appropriate real property records a full or partial satisfaction or release of Mortgage for the Secured Property being sold from the lien of this Mortgage upon agreement, and the term of this Note shall apply to determine all rights of Mortgagee to any claim on the proceeds of any sale. In all events, Mortgagee shall have no right to delay or block the sale of any Secured Property. Holder does hereby irrevocably constitute and appoint the Manager of the Company as its attorney-in-fact to execute a full or partial release of the Second Mortgage if Holder is unavailable after the Company has made reasonable efforts to contact the Holder.

7. Prepayment. The Company may prepay this Note without the consent of the Holder. Any and all prepayments shall be applied first to reimbursement of Holder for any costs or expenses incurred by Holder to enforce or collect amounts owed hereunder, then to repayment of any accrued and unpaid interest hereunder, and then to principal outstanding hereunder.

8. Maximum Rate of Interest. If at any time the rate or amount of interest or any other charge payable under this Convertible Note should exceed the maximum rate or amount permitted by applicable law then for such time as such rate or amount would be excessive its application shall be suspended and there shall be charged instead the maximum rate or amount permitted under such law, and any excess interest or other charge paid by the Company or collected by the Holder shall be refunded to the Company or credited against the principal amount of this Convertible Note, at the election of Holder or as required by applicable law.

9. Expenses and Collection Costs. In the event of any failure of the Company to pay all amounts due to the Holder under the terms of this Note, the Company shall pay all reasonable attorney's fees and court costs incurred by Holder in enforcing and collecting this Note.

10. Subordination. The repayment of this Note is subordinated to the repayment and performance of all amounts owed by the Company under any Senior Indebtedness (as defined below). Upon written notice by the Company to the Holder, after the occurrence and during the continuation of any "event of default" or similar term (after the lapse or expiration of all applicable notice and cure periods) as set forth in any Senior Indebtedness (a "Senior Default"), no payment on this Note shall be made by the Company and any amounts received by the Holder following such delivery of written notice of such event of default as payments of amounts due under this Note shall be turned over to the agent or representative under such Senior Indebtedness, to be applied to the payment of amounts due under such Senior Indebtedness. As used herein, "Senior Indebtedness" shall mean any indebtedness of the Company, as borrower, for borrowed money from an unrelated third-party lender on arm's length terms, and any refinancing thereof, that by

its terms is senior in payment and priority to this Note. The Company agrees to use commercially reasonable efforts to promptly cure any Senior Default.

11. Default. Each of the following shall constitute an "Event of Default" pursuant to this Note: (a) a failure of the Company to make any payment of principal or interest or any other amount under this Note when and as due, which is not cured within 5 days after written notice of the default is received by the Company from Holder; (b) the commencement of a voluntary proceeding under any law or statute of any jurisdiction relating to bankruptcy, insolvency, reorganization, dissolution, liquidation or debtor relief, whether now or hereafter in effect, including, without limitation, the filing of a petition under any chapter of the U.S. Bankruptcy Code, as amended, by the Company; (c) the filing of a proceeding for the appointment of a receiver, custodian, trustee, liquidator or similar official for Company or all or substantially all of the Company's property and assets or consenting to the appointment of same; (d) the filing of an involuntary petition for relief under the U.S. Bankruptcy Code against the Company; (e) the issuance of a levy or writ of execution, attachment or garnishment against all or substantially all of the properties and assets of the Company; and (f) the dissolution, liquidation, termination or other permanent cessation of business of the Company, or the commencement of any proceedings or the taking of any action to effect any of the foregoing; and, in the cases of Sections 11(d) through 11(f) above, the failure of any such action, petition or proceeding to be stayed, suspended, cancelled or dismissed within 60 days.

12. Remedies. If any Event of Default as provided above should occur, all unpaid principal or interest hereunder thereon may, at the option of Holder by written notice delivered to the Company, this Note and all obligations hereunder may be accelerated and immediately called due and payable, and Holder shall have and be entitled to exercise, from time to time thereafter, all the rights and remedies available to it under applicable law. All of Holder's rights and remedies shall be cumulative, and any failure of Holder to exercise any such right or remedy shall not be construed as a waiver of the right to exercise the same or any other right or remedy at any time and from time to time thereafter. Holder may, in its sole and absolute discretion, waive any Event of Default.

13. Cancellation. After all unpaid principal and interest owed on this Note has been paid in full and/or converted into a membership interest in the Company pursuant to Section 5 hereof, this Note shall be surrendered to the Company for cancellation and shall not be reissued.

14. Confidentiality. The terms of this Note are confidential and shall not be disclosed, described, or characterized to any other person or entity except to their accountants and other tax preparers, to the Internal Revenue Service, to their attorneys, or if otherwise compelled by a court of law, without the prior express written consent of the Company.

15. Notices. Any notice or other communications to be given or that may be given pursuant to this Note shall be deemed to have been given: (i) three calendar days after the deposit of such notice or communication in the United States Mail, registered or certified, return receipt requested, with proper postage affixed thereto; (ii) on the first Business Day after depositing such notice or communication with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day if next Business Day

delivery service has been requested and paid for (or on such subsequent Business Day as such delivery service has been requested, guaranteed and paid for); or (iii) upon delivery if hand delivered to the appropriate address and individuals signing below or to such other person as may be designated by the individuals signing below; provided, however, that any notice changing Holder's address or wire address shall be effective only upon receipt by the Company.

16. Governing Law and Jurisdiction. This Note shall in all respects be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to the principles of conflict of laws thereof.

17. Modification; Waiver. No amendment, modification, forbearance, or waiver of any provision of this Note; and no consent with respect to any departure by the Company therefrom, shall be effective unless the same shall be in writing and signed by the Holder and the Company.

18. Assignment. Neither the Company nor the Holder may assign or transfer this Note without the prior written consent of the other party.

19. Entire Agreement. This Note and the Second Mortgage constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior promissory notes and all prior or contemporaneous written and oral agreements, understandings, representations and statements with respect thereto are merged into, and replaced and superseded by, this Note.

20. Miscellaneous. No delay by Holder in enforcing its rights hereunder or otherwise, shall prejudice Holder's rights to enforce this Note. Neither Party to this Note will be liable to the other for any failure or delay in performance under this Note due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, war, terrorist threat or government action, or lack of availability of wire transfer systems or other international or national systems; provided, that if either party is unable to perform its obligations under this Note for one of these reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

21. Agreement by Holder. By its acceptance of this Note, Holder agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Company has executed and delivered this Note on the date first written above.

TRILLIUM MEDICAL SPA LLC

By: ________________________

Rabih Kalidy, Managing Member

ACKNOWLEDGED AND ACCEPTED:

REGINA WATERS

NOTICE OF EXERCISE

The undersigned Holder of a Convertible Promissory Note hereby elects to exercise its Conversion Right, pursuant to the provisions of the Note dated March _____, 2023 issued to the Holder by Trillium Medical Spa LLC, an Oklahoma limited liability company, and to receive the membership interest into which the outstanding principal amount of, and accrued and unpaid interest on, this Note is convertible pursuant to the Note.

Holder:

____
REGINA WATERS

____
Date

After recording, return to:

Liz George and Associates
8101 S Walker Ave Ste F Oklahoma
City, OK 73139
405-689-5502

SECOND MORTGAGE OF REAL ESTATE

THIS SECOND MORTGAGE OF REAL ESTATE (the "Second Mortgage") is made as of the 24 th day of March, 2023, by TRILLIUM HOMES LLC, an Oklahoma limited liability company ("Mortgagor") to and in favor of REGINA WATERS ("Mortgagee").

RECITALS

A. An affiliate of Mortgagor, TRILLIUM MEDICAL SPA LLC, an Oklahoma limited liability company ("TMS") is indebted to the Mortgagee pursuant to that certain Convertible Promissory Note of date even herewith (the "Note") in the principal amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00) with no definite maturity date;

B. Mortgagor has agreed to execute and deliver this Second Mortgage in order to secure all of TMS's obligations under the Note and/or this Second Mortgage (collectively, the "Liabilities").

C. This Second Mortgage is expressly subject to and subordinate to that certain Construction Mortgage in favor of First United Bank & Trust Co., and recorded July 6, 2022, in Book 3157, Page 17-29 , of the records of Logan County, Oklahoma, for Property 1 (as defined below), that certain Property in favor of Trillium Homes LLC, and recorded December 1, 2022, in Book 3200, Page 298 , of the records of Logan County, Oklahoma, for Property 2 (as defined below) and any subsequent amendments, extensions or modifications thereto.

NOW, THEREFORE, to secure to the Mortgagee the payment and performance of the Liabilities, Mortgagor does hereby grant, bargain, sell, convey and mortgage unto the Mortgagee, and its successors and assigns, that certain real property described as follows:

> OAK PARK LOTS 21-32 BLOCK 3; LESS AND EXCEPT PT OF LTS 21-26 BLK 3; COMM SW/C LT 21 N 00°21'41" W 60'; N
>
> 89°38'19" E 100'; N 00°21'14" W 30'; N 89°38'19" E 50'; S 00°21'14" E 90'; S 89°38'19" W 150' POB ; LESS AND
>
> EXCEPT OAK PARK LOTS 29-30 BLOCK 3 ;LESS AND EXCEPT LOTS 31-32 BLOCK 3 ; LESS AND
>
> EXCEPT PT OF LOTS 21-24 BLOCK 3; BEG NW/C LOT 21 BLOCK 3 N 89°38'19" E 100'; S 00°21'14" E 80'; S 89°38'19" W 100';

N 00°21'14" W 80' POB to the City of Guthrie, Logan County, Oklahoma, according to the recorded plat thereof, which shall be referred to herein as "Property 1"; and

Lots Twenty-One (21) and Twenty-Two (22), in Block Eighty-Four (84) of EAST GUTHRIE to the City of Guthrie, Logan County, Oklahoma, which shall be referred to herein as "Property 2"

together with all and singular the tenements, hereditaments and appurtenances thereof; all buildings and improvements now or hereafter located thereon; and all improvements, fixtures and personal property of every kind and character now owned or hereafter acquired by Mortgagor and now or hereafter affixed to the aforesaid buildings and improvements. The above described real estate, appurtenances, improvements, fixtures and personal property, together with any and all replacements, substitutions therefor or additions thereto, related to each of Property 1 and Property 2 are hereinafter collectively called the "Mortgaged Premises" and are hereby declared to be subject to the lien of this Second Mortgage as security for the payment of the Liabilities.

TO HAVE AND HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns, forever. To the extent permitted by applicable law, the lien of this Second Mortgage will automatically attach without further act to all after acquired property of the same character and description which is located on or used in connection with the operation of the Mortgaged Premises or any part thereof.

1. Covenants. Mortgagor does hereby expressly covenant, stipulate and agree as follows:

1.1 Defense Against Claims. To warn and forever defend the title to the Mortgaged Premises against all claims of all persons whomever claiming, or to claim, the same or any part thereof.

1.2 Payment of Debt. To pay the Liabilities when and as the same shall become due, subject to any applicable grace periods.

1.3 Taxes, Charges and Assessments. Subject to the right to contest described below, to pay before the same shall become delinquent, any and all taxes, charges or assessments, general, local or special, assessed or levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, upon the Mortgaged Premises, or any part thereof. Mortgagor shall have a right to contest any such claim or tax, assessment or levy by proper proceedings undertaken in good faith provided that Mortgagor posts sufficient bond to cover the contested amounts. Mortgagee may at its option and at its cost defend any and all actions in which the validity of this Second Mortgage, or its priority, is or might be questioned, and may pay or compromise such claims.

2. Default. Each of the following shall constitute a default ("Default") hereunder for so long as the event giving rise to such default remains uncured:

2.1 Payment Default. Subject to any grace or cure period, a default in the payment at the time and place and in the manner provided for all or any part of the Liabilities.

2.2 Other Noncompliance. Any other Event of Default occurs under the Note or any other failure by Mortgagor to comply with or to perform any provision of the Note or this Second Mortgage (which failure does not constitute a Default under Section 2.1 above) and the continuance of such failure for thirty (30) days after written notice of the default is given by Mortgagee to Mortgagor or TMS.

3. Remedies. In the event of Default hereunder, the whole principal sum of the Liabilities secured by this Second Mortgage and interest thereon, and all other amounts hereby secured, shall, at the option of Mortgagee, become immediately due and payable, and this Second Mortgage may be foreclosed accordingly; except as provided in the Note or herein, no demand for fulfillment of conditions broken, nor notice of election to consider the debt due, shall be necessary before commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this Second Mortgage, and in the event of a Default, Mortgagee shall be entitled to have a receiver appointed to take immediate and exclusive possession of the Mortgaged Premises and collect the rents, issues and profits associated therewith.

4. Mortgagor Different From Maker ("Third Party Mortgagor"). As used in this Section, the term "Maker" shall mean the entity obligated under the Note and the term "Third Party Mortgagor" shall mean the entity who is the Mortgagor herein.

4.1 Representations and Warranties. The Third Party Mortgagor represents and warrants to Mortgagee that: (i) this Second Mortgage is executed at Maker's request; (ii) this Second Mortgage complies with all agreements between the Third Party Mortgagor and the Maker regarding such Third Party Mortgagor's execution hereof, if any; (iii) Mortgagee has made no representation to any Third Party Mortgagor as to the creditworthiness of the Maker; and (iv) the Third Party Mortgagor has established adequate means of obtaining from the Maker on a continuing basis financial and other information pertaining to Maker's financial condition. The Third Party Mortgagor further agrees that Mortgagee shall have no obligation to disclose to the Third Party Mortgagor any information or material about the Maker which is acquired by Mortgagee in any manner.

4.2 Waivers. The Third Party Mortgagor waives any right to require Mortgage
e to: (i) proceed against Maker; (ii) marshal assets or proceed against or exhaust any security held from Maker or any other person; (iii) take any other action or pursue any other remedy in Mortgagee's power; or (iv) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidence of indebtedness held by Mortgagee as security for or which constitute in whole or in part the Liabilities.

5. Release of Mortgage. Upon satisfaction of the Liabilities (or earlier as may be required under Section _____ of the Note), Mortgagee, without warranty, shall deliver for

recording in the appropriate real property records a full (or partial) satisfaction or release of Mortgage for the Mortgaged Premises from the lien of this Mortgage.

6. Appraisement. It is further stipulated and agreed that in the event of a foreclosure of this Second Mortgage, the court shall direct a sale of the Mortgaged Premises to be with or without appraisement, as Mortgagee may elect, and said election may be exercised at the time judgment is rendered, or at any time prior thereto, appraisement of said Mortgagor being hereby waived, or not, at the election of Mortgagee.

7. Eminent Domain. It is further agreed that in the event all or any portion of the Mortgaged Premises is sought to be taken by virtue of the law of eminent domain, Mortgagor will promptly notify Mortgagee of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the property in lieu of eminent domain, and agree that all condemnation or purchase money which may be agreed upon or which may be found to be due shall at the option of Mortgagee be paid to Mortgagee to be credited against the Liabilities.

8. Remedies Separate. The Mortgagee may pursue any rights or remedies as the holder of the Note or under this Second Mortgage or any other loan documents, independently or concurrently. All rights, remedies, or powers conferred by this Second Mortgage upon the Mortgagee shall, to the extent not prohibited by law, be deemed cumulative and not exclusive of any others thereof, or of any other rights, remedies, or powers available to the Mortgagee. No delay or omission of the Mortgagee to exercise any right, remedy, or power shall impair the same or be construed to be a waiver of any Default or an acquiescence thereto. No waiver of any Default shall extend to or affect any subsequent Default or impair any rights, remedies, or powers of available to the Mortgagee. No single or partial exercise of any right, remedy, or power shall preclude other or future exercise thereof by the Mortgagee.

9. Notice. Any notice, consent, approval, authorization or other communication required or permitted to be given under the Note or hereunder shall be in writing and shall be deemed to have been given upon personal delivery (which shall include delivery by Federal Express or other courier service) or three business days after deposit in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

MORTGAGEE: REGINA WATERS
P.O. Box 4480
EDMOND, OK 73083

MORTGAGOR: Trillium Homes LLC c/o
Rabih Kalidy
6300 Beau Ct.
Edmond, OK 73074

or such other addresses as each party may from time to time specify in writing to the other in accordance with this notice provision.

10. Future Advancements. This Second Mortgage shall secure the payment of the Note and all other obligations by Mortgagee described in the Note and/or in this Second Mortgage, together with any renewals, modifications, rearrangements, consolidations, or extensions of the Note or other such indebtedness.

11. No Waiver. Any failure by the Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Second Mortgage to be performed by Mortgagor or TMS. Neither Mortgagor nor any other persons now or hereafter obligated for the payment of the whole or any part of the indebtedness now or hereafter secured by this Second Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose this Second Mortgage or otherwise enforce any of the provisions of this Second Mortgage or of any obligations secured by this Second Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Second Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and the Mortgagee extending, from time to time, the time of payment or modifying the terms of the Note or this Second Mortgage without first having obtained the consent of Mortgagor or such other person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Second Mortgage or any part of the security held for such indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the Note and/or this Second Mortgage without, as to the security for the remainder thereof, in any way impairing or affecting the lien of this Second Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified over any subordinate lien. The Mortgagee may resort for the payment of indebtedness hereby secured to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

12. Governing Law. This Second Mortgage and the Note secured hereby were negotiated, executed and delivered in Oklahoma, and the parties hereto agree that this Second Mortgage shall be construed according to the laws of the State of Oklahoma.

13. Construction. The paragraph headings contained herein are included as a matter of convenience and are not intended to define, limit or modify the terms of this Second Mortgage. This Second Mortgage shall be binding on Mortgagor and successors and assigns of Mortgagor and shall inure to the benefit of the Mortgagee and all successors and assigns of the Mortgagee.

14. Amendment. This Second Mortgage cannot be modified except by an agreement in writing signed by the party against whom enforcement of the change is sought.

IN WITNESS WHEREOF, this Second Mortgage has been executed and delivered effective the date first above written.

Trillium Homes LLC, an Oklahoma limited liability company

By:

Rabih Kalidy, Manager

ACKNOWLEDGMENT

STATE OF ok)
) ss.
COUNTY OF ok)

The foregoing instrument was acknowledged before me this 24th day of March, 2023 by Rabih Kalidy, in his capacity as Manager of Trillium Homes LLC, an Oklahoma limited liability company.

Notary Public My Commission

Number: 21007451
My Commission Expires: June 1, 2025

RHONELDA NEECE
Notary Public - State of Oklahoma
Commission Number 21007451
My Commission Expires Jun 1, 2025

MORTGAGE TAX AFFIDAVIT

Rabih Kalidy, being first duly sworn upon oath, deposes and states as follows:

1. He submits this Affidavit in order to substantiate the mortgage tax tendered in connection with the recordation of the following mortgage instrument (the "Mortgage"): Second Mortgage of Real Estate, by TRILLIUM HOMES LLC, an Oklahoma limited liability company, (collectively, the Mortgagor") and in favor of the REGINA WATERS ("Mortgagee"), dated the 24th day of March, 2023.

2. The total amount of the credit facility secured by the Mortgage is Three Hundred Thousand and No/100 Dollars ($300,000.00). The subject indebtedness has no stated maturity date, therefore the maturity date of more than five (5) years, the applicable statutory mortgage tax rate is ten cents ($0.10) for each $100 shall be applied.

3. Pursuant to 68 Okla. Stat. §1901 et al., based on information and belief, the proper amount of mortgage tax payable in connection with the Mortgage is Three Hundred Five and 00/100 Dollars ($305.00), which includes the certification fee.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 24th day of March, 2023.

Rabih Kalidy, Manager of Trillium Homes, LLC

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Ok)

This instrument was acknowledged before me on the 24 day of March, 2023, by Rabih Kalidy, as manager.

Notary Public
Commission No. 21007451

My Commission Expires:

June 1, 2025

Commission No:

21007451

RHONELDA NEECE
Notary Public - State of Oklahoma
Commission Number 21007451
My Commission Expires Jun 1, 2025

THIS CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH MEMBERSHIP INTEREST BY THE ISSUER FOR ANY PURPOSES, EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND THE SECURITIES LAWS OF ALL OTHER APPLICABLE JURISDICTIONS OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION SHALL BE ESTABLISHED TO THE REASONABLE SATISFACTION OF THE ISSUER.

CONVERTIBLE PROMISSORY NOTE

$200,000.00 July 24th, 2023

FOR VALUE RECEIVED, TRILLIUM MEDICAL SPA LLC & TRILLIUM MEDICAL SPA PLUS LLC, an Oklahoma limited liability company DBA/TRILLIUM MEDICAL SPA (the "Company"), promises to pay to the order of Cary & Stacey Decker ("Holder"), at Holder's address set forth below or at such other place as Holder may designate in writing pursuant to the notice provisions below, the principal sum of Two Hundred thousand dollars and 00/100 ($200,000.00) ("Principal Amount"), together with accrued and unpaid interest thereon due and payable as stated below.

1. This Convertible Promissory Note ("Note") is issued to Holder by the Company in exchange for full payment by Holder to the Company of Two Hundred thousand dollars and 00/100 (200,000.00) within 3 business days by certified funds or wire transfer to the account designated by the Company.

2. Interest Rate and Accrual. The Company promises to pay interest on the outstanding principal amount of this Note in the flat amount of Twenty thousand dollars and 00/100 ($20,000.00), regardless of the date on which the Determination Date (as defined herein) arises or the date on which the principal is fully repaid.

3. Security. This Note shall be secured by that certain Second Mortgage of Real Estate entered into between an affiliate of the Company, TRILLIUM HOMES LLC, an Oklahoma limited liability company, and Holder on an even date hereto (the "Second Mortgage"), which shall encumber the real property located at 1617 E Grant Ave. Guthrie, OK 73044 "Property 1", and 1613 E Grant Ave. Guthrie, OK 73044 "Property 2" (Property 1, and Property 2, each a Secured Property and collectively the Secured Properties).

4. Payments. Unless the Conversion Right is exercised as set forth below, upon the sale of any of the Secured Properties, the Company shall as soon as reasonably practicable following the closing of the sale make a payment on the Note an amount equal to the available

net cash proceeds of such sale received by TRILLIUM HOMES LLC, after payment of selling costs, commissions, any required release payments on any prior encumbrances, and any other reasonable expenses of such sale. Such payment(s) shall be pay down the balance of the Note, up to repayment of the full outstanding amount of principal and interest due under the Note. All amounts payable hereunder shall be made for the account of the Holder at the address referred to in Section 15 of this Note.

5. Conversion of Note.

(a) Conversion Rights. Upon the closing of the first sale of one of the Secured Properties (the "Closing Date"), the Holder shall have the right to convert this Note into a membership interest in the Company as stated herein (the "Conversion Right"). On exercise of the Conversion Right, the outstanding principal and interest on this Note shall be convertible in whole but not in part at the option of the Holder into membership interests of the Company representing a Fourteen percent (14%) membership interest in the Company split evenly at 7% each location as listed

TRILLIUM MEDICAL SPA LLC

14201 N Santa Fe Ave. Edmond, Ok 73013

TRILLIUM MEDICAL SPA PLUS LLC

3225 N Sooner Rd. Edmond, Ok 73034

(b) Exercise of Conversion Right. When the Company is aware that a Secured Property is likely to be sold and has ascertained the likely closing date that will give rise to the Conversion Right, the Company shall give notice to the Holder, but such notice shall in all events be given at least five (5) days prior to the Closing Date. The Conversion Right may be exercised by the Holder at the discretion of Company, in whole but not in part, no later than the Closing Date, by presenting the following items to the Company: (i) this Note and (ii) a duly executed Notice of Exercise in the form attached hereto ("Exercise Notice"), (iii) a duly executed full release of the Second Mortgage. Upon declination of conversion by Company, Company shall resume payments in accordance with the terms of this Note

As soon as practicable after exercise of the Conversion Right by the Holder, the Holder and the Company shall negotiate in good faith for no more than thirty (30) days to come to an agreed Operating Agreement for the Company wherein: Rabih Kalidy shall be the Manager of the Company and shall have broad decision making powers, a right of first refusal shall be granted to Rabih Kalidy and/or the Company in the event Holder desires to sell its membership interest in the Company, the Company shall have a call option in the event of Cary + Stacey Decker 's death for fair market value of the Holder's interest, and other terms that support the general intent that Holder is a "silent investor" of the Company.

Following the execution of an agreed operating agreement of the Company, the Company, at its expense shall issue to the Holder a certification representing the total membership interest conferred upon Holder in exchange for the conversion of this Convertible Note ("Conversion Membership Interest"). This Convertible Note shall be deemed to have been converted, and the Conversion Membership Interest acquired thereby shall be deemed granted, and the Holder shall be deemed to have become a Member of the Company, for all purposes, as of the close of business on the Closing Date.

If the Company and the Holder cannot reach an agreement within thirty (30) days of the Exercise Notice, then the Conversion Right shall be deemed declined. In such event, the Company shall resume payments in accordance with the terms of this Note, with any payments accruing during such 30-day negotiation period to be paid within three days.

(c) Non-Exercise of Conversion Right. If the Holder fails to deliver the Exercise Notice in a timely manner, then the Conversion Right shall be deemed declined. In such event, the Company shall resume payments in accordance with the terms of this Note.

6. Release of Mortgage. Notwithstanding anything else herein, if the Mortgagor has entered into a valid contract to sell one or more of the Secured Properties, the Mortgagee shall, in order to allow the sale of the Secured Properties with clear title and without encumbrance by Mortgagee, deliver for recording in the appropriate real property records a full or partial satisfaction or release of Mortgage for the Secured Property being sold from the lien of this Mortgage upon agreement, and the term of this Note shall apply to determine all rights of Mortgagee to any claim on the proceeds of any sale. In all events, Mortgagee shall have no right to delay or block the sale of any Secured Property. Holder does hereby irrevocably constitute and appoint the Manager of the Company as its attorney-in-fact to execute a full or partial release of the Second Mortgage if Holder is unavailable after the Company has made reasonable efforts to contact the Holder.

7. Prepayment. The Company may prepay this Note without the consent of the Holder. Any and all prepayments shall be applied first to reimbursement of Holder for any costs or expenses incurred by Holder to enforce or collect amounts owed hereunder, then to repayment of any accrued and unpaid interest hereunder, and then to principal outstanding hereunder.

8. Maximum Rate of Interest. If at any time the rate or amount of interest or any other charge payable under this Convertible Note should exceed the maximum rate or amount permitted by applicable law then for such time as such rate or amount would be excessive its application shall be suspended and there shall be charged instead the maximum rate or amount permitted under such law, and any excess interest or other charge paid by the Company or collected by the Holder shall be refunded to the Company or credited against the principal amount of this Convertible Note, at the election of Holder or as required by applicable law.

9. Expenses and Collection Costs. In the event of any failure of the Company to pay all amounts due to the Holder under the terms of this Note, the Company shall pay all reasonable attorney's fees and court costs incurred by Holder in enforcing and collecting this Note.

10. Subordination. The repayment of this Note is subordinated to the repayment and performance of all amounts owed by the Company under any Senior Indebtedness (as defined below). Upon written notice by the Company to the Holder, after the occurrence and during the continuation of any "event of default" or similar term (after the lapse or expiration of all applicable notice and cure periods) as set forth in any Senior Indebtedness (a "Senior Default"), no payment on this Note shall be made by the Company and any amounts received by the Holder following such delivery of written notice of such event of default as payments of amounts due under this Note shall be turned over to the agent or representative under such Senior Indebtedness, to be applied to the payment of amounts due under such Senior Indebtedness. As used herein, "Senior Indebtedness" shall mean any indebtedness of the Company, as borrower, for borrowed money from an unrelated third-party lender on arm's length terms, and any refinancing thereof, that by its terms is senior in payment and priority to this Note. The Company agrees to use commercially reasonable efforts to promptly cure any Senior Default.

11. Default. Each of the following shall constitute an "Event of Default" pursuant to this Note: (a) a failure of the Company to make any payment of principal or interest or any other amount under this Note when and as due, which is not cured within 5 days after written notice of the default is received by the Company from Holder; (b) the commencement of a voluntary proceeding under any law or statute of any jurisdiction relating to bankruptcy, insolvency, reorganization, dissolution, liquidation or debtor relief, whether now or hereafter in effect, including, without limitation, the filing of a petition under any chapter of the U.S. Bankruptcy Code, as amended, by the Company; (c) the filing of a proceeding for the appointment of a receiver, custodian, trustee, liquidator or similar official for Company or all or substantially all of the Company's property and assets or consenting to the appointment of same; (d) the filing of an involuntary petition for relief under the U.S. Bankruptcy Code against the Company; (e) the issuance of a levy or writ of execution, attachment or garnishment against all or substantially all of the properties and assets of the Company; and (f) the dissolution, liquidation, termination or other permanent cessation of business of the Company, or the commencement of any proceedings or the taking of any action to effect any of the foregoing; and, in the cases of Sections 11(d) through 11(f) above, the failure of any such action, petition or proceeding to be stayed, suspended, cancelled or dismissed within 60 days.

12. Remedies. If any Event of Default as provided above should occur, all unpaid principal or interest hereunder thereon may, at the option of Holder by written notice delivered to the Company, this Note and all obligations hereunder may be accelerated and immediately called due and payable, and Holder shall have and be entitled to exercise, from time to time thereafter, all the rights and remedies available to it under applicable law. All of Holder's rights and remedies shall be cumulative, and any failure of Holder to exercise any such right or remedy shall not be construed as a waiver of the right to exercise the same or any other right or remedy at any time and from time to time thereafter. Holder may, in its sole and absolute discretion, waive any Event of Default.

13. Cancellation. After all unpaid principal and interest owed on this Note has been paid in full and/or converted into a membership interest in the Company pursuant to Section 5 hereof, this Note shall be surrendered to the Company for cancellation and shall not be reissued.

14. Confidentiality. The terms of this Note are confidential and shall not be disclosed, described, or characterized to any other person or entity except to their accountants and other tax preparers, to the Internal Revenue Service, to their attorneys, or if otherwise compelled by a court of law, without the prior express written consent of the Company.

15. Notices. Any notice or other communications to be given or that may be given pursuant to this Note shall be deemed to have been given: (i) three calendar days after the deposit of such notice or communication in the United States Mail, registered or certified, return receipt requested, with proper postage affixed thereto; (ii) on the first Business Day after depositing such notice or communication with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day if next Business Day delivery service has been requested and paid for (or on such subsequent Business Day as such delivery service has been requested, guaranteed and paid for); or (iii) upon delivery if hand delivered to the appropriate address and individuals signing below or to such other person as may be designated by the individuals signing below; provided, however, that any notice changing Holder's address or wire address shall be effective only upon receipt by the Company.

16. Governing Law and Jurisdiction. This Note shall in all respects be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to the principles of conflict of laws thereof.

17. Modification; Waiver. No amendment, modification, forbearance, or waiver of any provision of this Note, and no consent with respect to any departure by the Company therefrom, shall be effective unless the same shall be in writing and signed by the Holder and the Company.

18. Assignment. Neither the Company nor the Holder may assign or transfer this Note without the prior written consent of the other party.

19. Entire Agreement. This Note and the Second Mortgage constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior promissory notes and all prior or contemporaneous written and oral agreements, understandings, representations and statements with respect thereto are merged into, and replaced and superseded by, this Note.

20. Miscellaneous. No delay by Holder in enforcing its rights hereunder or otherwise, shall prejudice Holder's rights to enforce this Note. Neither Party to this Note will be liable to the other for any failure or delay in performance under this Note due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, war, terrorist threat or government action, or lack of availability of wire transfer systems or other international or national systems; provided; that if either party is unable to perform its obligations under this Note for one of these reasons it shall give prompt written notice thereof to the other party and the

time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

21. Agreement by Holder. By its acceptance of this Note, Holder agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Company has executed and delivered this Note on the date first written above.

TRILLIUM MEDICAL SPA

By: ______________________
Rabih Kalidy, Managing Member

ACKNOWLEDGED AND ACCEPTED:

Stacy Decker Stacy Decker
Cary Decker CARY DECKER

NOTICE OF EXERCISE

The undersigned Holder of a Convertible Promissory Note hereby elects to exercise its Conversion Right, pursuant to the provisions of the Note dated July____, 2023 issued to the Holder by Trillium Medical Spa , an Oklahoma limited liability company, and to receive the membership interest into which the outstanding principal amount of, and accrued and unpaid interest on, this Note is convertible pursuant to the Note.

Holder: Do Not Sign
____

____
Date

After recording, return to:

Liz George and Associates 8101 S Walker Ave Ste F Oklahoma City, OK 73139 405-689-5502

SECOND MORTGAGE OF REAL ESTATE

THIS SECOND MORTGAGE OF REAL ESTATE (the "Second Mortgage") is made as of the 24th day of July, 2023, by TRILLIUM HOMES LLC, an Oklahoma limited liability company ("Mortgagor") to and in favor of the Cory & Stacy Decker dated July 24, 2023 ("Mortgagee").

RECITALS

A. An affiliate of Mortgagor, TRILLIUM MEDICAL SPA LLC, an Oklahoma limited liability company ("TMS") is indebted to the Mortgagee pursuant to that certain Convertible Promissory Note of date even herewith (the "Note") in the principal amount of Two Hundred Thousand and 00/100 Dollars ($200,000.00) with no definite maturity date;

B. Mortgagor has agreed to execute and deliver this Second Mortgage in order to secure all of TMS's obligations under the Note and/or this Second Mortgage (collectively, the "Liabilities").

C. This Second Mortgage is expressly subject to and subordinate to that certain Construction Mortgage in favor of Quail Creek Bank., and recorded January 19th , 2023, in Book 3190, Page 28, of the records of Logan County, Oklahoma, for Property 1 (as defined below), that certain Construction Mortgage in favor of Quail Creek Bank, and recorded September 27th, 2022, in Book 3176, Page 596, of the records of Logan County,Oklahoma, for Property 2 (as defined below and any subsequent amendments, extensions or modifications thereto.

NOW, THEREFORE, to secure to the Mortgagee the payment and performance of the Liabilities, Mortgagor does hereby grant, bargain, sell, convey and mortgage unto the Mortgagee, and its successors and assigns, that certain real property described as follows:

> Lots Five (5), and Six (6), in Block Eleven (11), of the HAINER'S ADDITION, To the city of Guthrie, Logan County, Oklahoma, Real property address commonly known as 1613 E. Grant Ave. Guthrie, Ok 73044 , which shall be referred to herein as "Property 1";
>
> Lots Three (3) and Four (4), in Block Eleven (11), of the HAINER'S ADDITION, to Guthrie, Logan County, Oklahoma, Real property address commonly known as "1617 E Grant Ave. Guthrie, Oklahoma 73044 according to the recorded plat thereof, which shall be referred to herein as "Property 2";

together with all and singular the tenements, hereditaments and appurtenances thereof; all buildings and improvements now or hereafter located thereon; and all improvements, fixtures and personal property of every kind and character now owned or hereafter acquired by Mortgagor and now or hereafter affixed to the aforesaid buildings and improvements. The above described real estate, appurtenances, improvements, fixtures and personal property, together with any and all replacements, substitutions therefor or additions thereto, related to each of Property 1 and Property 2 are hereinafter collectively called the "Mortgaged Premises" and are hereby declared to be subject to the lien of this Second Mortgage as security for the payment of the Liabilities.

TO HAVE AND HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns, forever. To the extent permitted by applicable law, the lien of this Second Mortgage will automatically attach without further act to all after acquired property of the same character and description which is located on or used in connection with the operation of the Mortgaged Premises or any part thereof.

1. <u>Covenants.</u> Mortgagor does hereby expressly covenant, stipulate and agree as follows:

1.1 <u>Defense Against Claims.</u> To warn and forever defend the title to the Mortgaged Premises against all claims of all persons whomever claiming, or to claim, the same or any part thereof.

1.2 <u>Payment of Debt.</u> To pay the Liabilities when and as the same shall become due, subject to any applicable grace periods.

1.3 <u>Taxes, Charges and Assessments.</u> Subject to the right to contest described below, to pay before the same shall become delinquent, any and all taxes, charges or assessments, general, local or special, assessed or levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, upon the Mortgaged Premises, or any part thereof. Mortgagor shall have a right to contest any such claim or tax, assessment or levy by proper proceedings undertaken in good faith provided that Mortgagor posts sufficient bond to cover the contested amounts. Mortgagee may at its option and at its cost defend any and all actions in which the validity of this Second Mortgage, or its priority, is or might be questioned, and may pay or compromise such claims.

2. <u>Default.</u> Each of the following shall constitute a default ("Default") hereunder for so long as the event giving rise to such default remains uncured:

2.1 <u>Payment Default.</u> Subject to any grace or cure period, a default in the payment at the time and place and in the manner provided for all or any part of the Liabilities.

2.2 Other Noncompliance. Any other Event of Default occurs under the Note or any other failure by Mortgagor to comply with or to perform any provision of the Note or this Second Mortgage (which failure does not constitute a Default under Section 2.1 above) and the continuance of such failure for thirty (30) days after written notice of the default is given by Mortgagee to Mortgagor or TMS.

3. Remedies. In the event of Default hereunder, the whole principal sum of the Liabilities secured by this Second Mortgage and interest thereon, and all other amounts hereby secured, shall, at the option of Mortgagee, become immediately due and payable, and this Second Mortgage may be foreclosed accordingly; except as provided in the Note or herein, no demand for fulfillment of conditions broken, nor notice of election to consider the debt due, shall be necessary before commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this Second Mortgage, and in the event of a Default, Mortgagee shall be entitled to have a receiver appointed to take immediate and exclusive possession of the Mortgaged Premises and collect the rents, issues and profits associated therewith.

4. Mortgagor Different From Maker ("Third Party Mortgagor"). As used in this Section, the term "Maker" shall mean the entity obligated under the Note and the term "Third Party Mortgagor" shall mean the entity who is the Mortgagor herein.

4.1 Representations and Warranties. The Third Party Mortgagor represents and warrants to Mortgagee that: (i) this Second Mortgage is executed at Maker's request; (ii) this Second Mortgage complies with all agreements between the Third Party Mortgagor and the Maker regarding such Third Party Mortgagor's execution hereof, if any; (iii) Mortgagee has made no representation to any Third Party Mortgagor as to the creditworthiness of the Maker; and (iv) the Third Party Mortgagor has established adequate means of obtaining from the Maker on a continuing basis financial and other information pertaining to Maker's financial condition. The Third Party Mortgagor further agrees that Mortgagee shall have no obligation to disclose to the Third Party Mortgagor any information or material about the Maker which is acquired by Mortgagee in any manner.

4.2 Waivers. The Third Party Mortgagor waives any right to require Mortgage e to: (i) proceed against Maker; (ii) marshal assets or proceed against or exhaust any security held from Maker or any other person; (iii) take any other action or pursue any other remedy in Mortgagee's power; or (iv) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidence of indebtedness held by Mortgagee as security for or which constitute in whole or in part the Liabilities.

5. Release of Mortgage. Upon satisfaction of the Liabilities (or earlier as may be required under Section _____ of the Note), Mortgagee, without warranty, shall deliver for

6. Appraisement. It is further stipulated and agreed that in the event of a foreclosure of this Second Mortgage, the court shall direct a sale of the Mortgaged Premises to be with or

without appraisement, as Mortgagee may elect, and said election may be exercised at the time judgment is rendered, or at any time prior thereto, appraisement of said Mortgagor being hereby waived, or not, at the election of Mortgagee.

7. Eminent Domain. It is further agreed that in the event all or any portion of the Mortgaged Premises is sought to be taken by virtue of the law of eminent domain, Mortgagor will promptly notify Mortgagee of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the property in lieu of eminent domain, and agree that all condemnation or purchase money which may be agreed upon or which may be found to be due shall at the option of Mortgagee be paid to Mortgagee to be credited against the Liabilities.

8. Remedies Separate. The Mortgagee may pursue any rights or remedies as the holder of the Note or under this Second Mortgage or any other loan documents, independently or concurrently. All rights, remedies, or powers conferred by this Second Mortgage upon the Mortgagee shall, to the extent not prohibited by law, be deemed cumulative and not exclusive of any others thereof, or of any other rights, remedies, or powers available to the Mortgagee. No delay or omission of the Mortgagee to exercise any right, remedy, or power shall impair the same or be construed to be a waiver of any Default or an acquiescence thereto. No waiver of any Default shall extend to or affect any subsequent Default or impair any rights, remedies, or powers of available to the Mortgagee. No single or partial exercise of any right, remedy, or power shall preclude other or future exercise thereof by the Mortgagee.

9. Notice. Any notice, consent, approval, authorization or other communication required or permitted to be given under the Note or hereunder shall be in writing and shall be deemed to have been given upon personal delivery (which shall include delivery by Federal Express or other courier service) or three business days after deposit in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

MORTGAGEE:
Cary & Stacy Decker
21859 Marbella Drive
Edmond, OK 73012

MORTGAGOR:
Trillium Homes LLC c/o
Rabih Kalidy
6300 Beau Ct.
Edmond, OK 73074

or such other addresses as each party may from time to time specify in writing to the other in accordance with this notice provision.

10. Future Advancements. This Second Mortgage shall secure the payment of the Note and all other obligations by Mortgagee described in the Note and/or in this Second Mortgage, together with any renewals, modifications, rearrangements, consolidations, or extensions of the Note or other such indebtedness.

11. <u>No Waiver</u>. Any failure by the Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Second Mortgage to be performed by Mortgagor or TMS. Neither Mortgagor nor any other persons now or hereafter obligated for the payment of the whole or any part of the indebtedness now or hereafter secured by this Second Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose this Second Mortgage or otherwise enforce any of the provisions of this Second Mortgage or of any obligations secured by this Second Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Second Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and the Mortgagee extending, from time to time, the time of payment or modifying the terms of the Note or this Second Mortgage without first having obtained the consent of Mortgagor or such other person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Second Mortgage or any part of the security held for such indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the Note and/or this Second Mortgage without, as to the security for the remainder thereof, in any way impairing or affecting the lien of this Second Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified over any subordinate lien. The Mortgagee may resort for the payment of indebtedness hereby secured to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

12. <u>Governing Law</u>. This Second Mortgage and the Note secured hereby were negotiated, executed and delivered in Oklahoma, and the parties hereto agree that this Second Mortgage shall be construed according to the laws of the State of Oklahoma.

13. <u>Construction</u>. The paragraph headings contained herein are included as a matter of convenience and are not intended to define, limit or modify the terms of this Second Mortgage. This Second Mortgage shall be binding on Mortgagor and successors and assigns of Mortgagor and shall inure to the benefit of the Mortgagee and all successors and assigns of the Mortgagee.

14. <u>Amendment</u>. This Second Mortgage cannot be modified except by an agreement in writing signed by the party against whom enforcement of the change is sought.

IN WITNESS WHEREOF, this Second Mortgage has been executed and delivered effective the date first above written.

Trillium Homes LLC, an Oklahoma limited liability company

By:

Rabih Kalidy, Manager

ACKNOWLEDGMENT

STATE OF Oklahoma

)) ss.

COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 26 day of July, 2023 by Rabih Kalidy, in his capacity as Manager of Trillium Homes LLC, an Oklahoma limited liability company.

Notary Public My Commission Number:
My Commission Expires:

AMANDA KALIDY
NOTARY PUBLIC
No. 16008750
EXP. 2/01/2024
IN AND FOR
STATE OF OKLAHOMA

THIS CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH MEMBERSHIP INTEREST BY THE ISSUER FOR ANY PURPOSES, EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND THE SECURITIES LAWS OF ALL OTHER APPLICABLE JURISDICTIONS OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION SHALL BE ESTABLISHED TO THE REASONABLE SATISFACTION OF THE ISSUER.

CONVERTIBLE PROMISSORY NOTE

$100,000.00 February ____, 2023

FOR VALUE RECEIVED, TRILLIUM MEDICAL SPA LLC, an Oklahoma limited liability company (the "Company"), promises to pay to the order of David Huslig ("Holder"), at Holder's address set forth below or at such other place as Holder may designate in writing pursuant to the notice provisions below, the principal sum of One hundred thousand dollars and 00/100 ($100,000.00) ("Principal Amount"), together with accrued and unpaid interest thereon due and payable as stated below.

1. This Convertible Promissory Note ("Note") is issued to Holder by the Company in exchange for full payment by Holder to the Company of One hundred thousand dollars and 00/100 ($100,000.00) within 3 business days by certified funds or wire transfer to the account designated by the Company.

2. Interest Rate and Accrual. The Company promises to pay interest on the outstanding principal amount of this Note in the flat amount of Ten thousand dollars and 00/100 ($10,000.00), regardless of the date on which the Determination Date (as defined herein) arises or the date on which the principal is fully repaid.

3. Security. This Note shall be secured by that certain Second Mortgage of Real Estate entered into between an affiliate of the Company, TRILLIUM HOMES LLC, an Oklahoma limited liability company, and Holder on an even date hereto (the "Second Mortgage"), which shall encumber the real property located at 722 E Grant Ave. Guthrie, OK 73044 "Property 1").

4. Payments. Unless the Conversion Right is exercised as set forth below, upon the sale of any of the Secured Properties, the Company shall as soon as reasonably practicable following the closing of the sale make a payment on the Note an amount equal to the available net cash proceeds of such sale received by TRILLIUM HOMES LLC, after payment of selling costs, commissions, any required release payments on any prior encumbrances, and any other reasonable expenses of such sale. Such payment(s) shall be pay down the balance of the Note, up to repayment of the full outstanding amount of principal and interest due under the Note. All

amounts payable hereunder shall be made for the account of the Holder at the address referred to in Section 15 of this Note.

5. Conversion of Note.

(a) Conversion Rights. Upon the closing of the first sale of one of the Secured Properties (the "Closing Date"), the Holder shall have the right to convert this Note into a membership interest in the Company as stated herein (the "Conversion Right"). On exercise of the Conversion Right, the outstanding principal and interest on this Note shall be convertible in whole but not in part at the option of the Holder into membership interests of the Company representing a ten percent (10%) membership interest in the Company.

(b) Exercise of Conversion Right. When the Company is aware that a Secured Property is likely to be sold and has ascertained the likely closing date that will give rise to the Conversion Right, the Company shall give notice to the Holder, but such notice shall in all events be given at least five (5) days prior to the Closing Date. The Conversion Right may be exercised by the Holder, in whole but not in part, no later than the Closing Date, by presenting the following items to the Company: (i) this Note and (ii) a duly executed Notice of Exercise in the form attached hereto ("Exercise Notice"), (iii) a duly executed full release of the Second Mortgage.

As soon as practicable after exercise of the Conversion Right by the Holder, the Holder and the Company shall negotiate in good faith for no more than thirty (30) days to come to an agreed Operating Agreement for the Company wherein: Rabih Kalidy shall be the Manager of the Company and shall have broad decision making powers, a right of first refusal shall be granted to Rabih Kalidy and/or the Company in the event Holder desires to sell its membership interest in the Company, the Company shall have a call option in the event of David Huslig's death for fair market value of the Holder's interest, and other terms that support the general intent that Holder is a "silent investor" of the Company.

Following the execution of an agreed operating agreement of the Company, the Company, at its expense shall issue to the Holder a certification representing the total membership interest conferred upon Holder in exchange for the conversion of this Convertible Note ("Conversion Membership Interest"). This Convertible Note shall be deemed to have been converted, and the Conversion Membership Interest acquired thereby shall be deemed granted, and the Holder shall be deemed to have become a Member of the Company, for all purposes, as of the close of business on the Closing Date.

If the Company and the Holder cannot reach an agreement within thirty (30) days of the Exercise Notice, then the Conversion Right shall be deemed declined. In such event, the Company shall resume payments in accordance with the terms of this Note, with any payments accruing during such 30-day negotiation period to be paid within three days.

(c) Non-Exercise of Conversion Right. If the Holder fails to deliver the Exercise Notice in a timely manner, then the Conversion Right shall be deemed declined.

In such event, the Company shall resume payments in accordance with the terms of this Note.

6. Release of Mortgage. Notwithstanding anything else herein, if the Mortgagor has entered into a valid contract to sell one or more of the Secured Properties, the Mortgagee shall, in order to allow the sale of the Secured Properties with clear title and without encumbrance by Mortgagee, deliver for recording in the appropriate real property records a full or partial satisfaction or release of Mortgage for the Secured Property being sold from the lien of this Mortgage upon agreement, and the term of this Note shall apply to determine all rights of Mortgagee to any claim on the proceeds of any sale. In all events, Mortgagee shall have no right to delay or block the sale of any Secured Property. Holder does hereby irrevocably constitute and appoint the Manager of the Company as its attorney-in-fact to execute a full or partial release of the Second Mortgage if Holder is unavailable after the Company has made reasonable efforts to contact the Holder.

7. Prepayment. The Company may prepay this Note without the consent of the Holder. Any and all prepayments shall be applied first to reimbursement of Holder for any costs or expenses incurred by Holder to enforce or collect amounts owed hereunder, then to repayment of any accrued and unpaid interest hereunder, and then to principal outstanding hereunder.

8. Maximum Rate of Interest. If at any time the rate or amount of interest or any other charge payable under this Convertible Note should exceed the maximum rate or amount permitted by applicable law then for such time as such rate or amount would be excessive its application shall be suspended and there shall be charged instead the maximum rate or amount permitted under such law, and any excess interest or other charge paid by the Company or collected by the Holder shall be refunded to the Company or credited against the principal amount of this Convertible Note, at the election of Holder or as required by applicable law.

9. Expenses and Collection Costs. In the event of any failure of the Company to pay all amounts due to the Holder under the terms of this Note, the Company shall pay all reasonable attorney's fees and court costs incurred by Holder in enforcing and collecting this Note.

10. Subordination. The repayment of this Note is subordinated to the repayment and performance of all amounts owed by the Company under any Senior Indebtedness (as defined below). Upon written notice by the Company to the Holder, after the occurrence and during the continuation of any "event of default" or similar term (after the lapse or expiration of all applicable notice and cure periods) as set forth in any Senior Indebtedness (a "Senior Default"), no payment on this Note shall be made by the Company and any amounts received by the Holder following such delivery of written notice of such event of default as payments of amounts due under this Note shall be turned over to the agent or representative under such Senior Indebtedness, to be applied to the payment of amounts due under such Senior Indebtedness. As used herein, "Senior Indebtedness" shall mean any indebtedness of the Company, as borrower, for borrowed money from an unrelated third-party lender on arm's length terms, and any refinancing thereof, that by its terms is senior in payment and priority to this Note. The Company agrees to use commercially reasonable efforts to promptly cure any Senior Default.

11. Default. Each of the following shall constitute an "Event of Default" pursuant to this Note: (a) a failure of the Company to make any payment of principal or interest or any other amount under this Note when and as due, which is not cured within 5 days after written notice of the default is received by the Company from Holder; (b) the commencement of a voluntary proceeding under any law or statute of any jurisdiction relating to bankruptcy, insolvency, reorganization, dissolution, liquidation or debtor relief, whether now or hereafter in effect, including, without limitation, the filing of a petition under any chapter of the U.S. Bankruptcy Code, as amended, by the Company; (c) the filing of a proceeding for the appointment of a receiver, custodian, trustee, liquidator or similar official for Company or all or substantially all of the Company's property and assets or consenting to the appointment of same; (d) the filing of an involuntary petition for relief under the U.S. Bankruptcy Code against the Company; (e) the issuance of a levy or writ of execution, attachment or garnishment against all or substantially all of the properties and assets of the Company; and (f) the dissolution, liquidation, termination or other permanent cessation of business of the Company, or the commencement of any proceedings or the taking of any action to effect any of the foregoing; and, in the cases of Sections 11(d) through 11(f) above, the failure of any such action, petition or proceeding to be stayed, suspended, cancelled or dismissed within 60 days.

12. Remedies. If any Event of Default as provided above should occur, all unpaid principal or interest hereunder thereon may, at the option of Holder by written notice delivered to the Company, this Note and all obligations hereunder may be accelerated and immediately called due and payable, and Holder shall have and be entitled to exercise, from time to time thereafter, all the rights and remedies available to it under applicable law. All of Holder's rights and remedies shall be cumulative, and any failure of Holder to exercise any such right or remedy shall not be construed as a waiver of the right to exercise the same or any other right or remedy at any time and from time to time thereafter. Holder may, in its sole and absolute discretion, waive any Event of Default.

13. Cancellation. After all unpaid principal and interest owed on this Note has been paid in full and/or converted into a membership interest in the Company pursuant to Section 5 hereof, this Note shall be surrendered to the Company for cancellation and shall not be reissued.

14. Confidentiality. The terms of this Note are confidential and shall not be disclosed, described, or characterized to any other person or entity except to their accountants and other tax preparers, to the Internal Revenue Service, to their attorneys, or if otherwise compelled by a court of law, without the prior express written consent of the Company.

15. Notices. Any notice or other communications to be given or that may be given pursuant to this Note shall be deemed to have been given: (i) three calendar days after the deposit of such notice or communication in the United States Mail, registered or certified, return receipt requested, with proper postage affixed thereto; (ii) on the first Business Day after depositing such notice or communication with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day if next Business Day delivery service has been requested and paid for (or on such subsequent Business Day as such delivery service has been requested, guaranteed and paid for); or (iii) upon delivery if hand delivered to the appropriate address and individuals signing below or to such other person as may

be designated by the individuals signing below; provided, however, that any notice changing Holder's address or wire address shall be effective only upon receipt by the Company.

16. Governing Law and Jurisdiction. This Note shall in all respects be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to the principles of conflict of laws thereof.

17. Modification; Waiver. No amendment, modification, forbearance, or waiver of any provision of this Note, and no consent with respect to any departure by the Company therefrom, shall be effective unless the same shall be in writing and signed by the Holder and the Company.

18. Assignment. Neither the Company nor the Holder may assign or transfer this Note without the prior written consent of the other party.

19. Entire Agreement. This Note and the Second Mortgage constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior promissory notes and all prior or contemporaneous written and oral agreements, understandings, representations and statements with respect thereto are merged into, and replaced and superseded by, this Note.

20. Miscellaneous. No delay by Holder in enforcing its rights hereunder or otherwise, shall prejudice Holder's rights to enforce this Note. Neither Party to this Note will be liable to the other for any failure or delay in performance under this Note due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, war, terrorist threat or government action, or lack of availability of wire transfer systems or other international or national systems; provided, that if either party is unable to perform its obligations under this Note for one of these reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

21. Agreement by Holder. By its acceptance of this Note, Holder agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Company has executed and delivered this Note on the date first written above.

TRILLIUM MEDICAL SPA LLC

By: ______________________________
Rabih Kalidy, Managing Member

ACKNOWLEDGED AND ACCEPTED:

David Huslig

<u>NOTICE OF EXERCISE</u>

The undersigned Holder of a Convertible Promissory Note hereby elects to exercise its Conversion Right, pursuant to the provisions of the Note dated February 28, 2023 issued to the Holder by Trillium Medical Spa LLC, an Oklahoma limited liability company, and to receive the membership interest into which the outstanding principal amount of, and accrued and unpaid interest on, this Note is convertible pursuant to the Note.

Holder:

David Huslig

2/28/2023

Date

STOCK (SHARES) PURCHASE AGREEMENT

I. **THE PARTIES.** This Stock (Shares) Purchase Agreement ("Agreement") is dated as of July 19th 2023, and is made and entered into by and between:

Buyer: Rod Doyle with a mailing address of 6317 Gold Cypress Drive, Edmond, Ok 73025 ("Buyer"), and

Seller: Trillium Medical Spa LLC. with a mailing address of 14201 N Santa Fe Ave. Suite #107 Edmond, Ok 73013 ("Seller").

Buyer and Seller are each referred to herein as a "Party" and, collectively, as the "Parties."

II. **ENTITY.**

Entity Name: Trillium Medical Spa LLC.

Entity Mailing Address: 14201 N Santa Fe Ave. Suite #107 Edmond, Ok 73013

State of Incorporation / Organization: Oklahoma

Entity Type: (check one)

☐ - Corporation
☒ - LLC (Company)
☐ - Partnership
☐ - General Partnership (GP)
☐ - Limited Partnership (LP)
☐ - Other. [OTHER]

Hereinafter known as the "Business Entity."

III. **SHARES.** The Buyer agrees to buy and the Seller agrees to sell the following Business Entity:

Number (#) or Percent (%) of Shares: 5%

Hereinafter known as the "Shares."

IV. **PURCHASE PRICE.** The Buyer agrees to purchase the Shares for $100,000.00 (One Hundred Thousand) Dollars ("Purchase Price") from the Seller. The Purchase Price shall be paid to the Seller on the Closing Date.

V. **CLOSING DATE**. The closing shall occur on or before July 19th, 2023 ("Closing Date") at a time and location agreeable by the Parties.

VI. **PAYMENT METHODS**. On the Closing Date, the Buyer shall deliver the full amount of the Purchase Price in any of the following methods: (check all that apply)

☐ - Bank Wire
☐ - Cash
☐ - Cashier's Check
☐ - Other: [OTHER]

VII. **DEPOSIT**. As part of this Agreement, the Seller: (check one)

☐ - **Requires a Deposit**. The Seller requires an initial payment in the amount of $[AMOUNT] ("Deposit"). The Deposit must be paid within [#] Calendar Days from the Effective Date of this Agreement.

☒ - **Does not require a Deposit**. The Buyer's consideration shall be their full-faith commitment to purchase the Shares of Stock under the terms of this Agreement.

VIII. **DELIVERY**. The delivery of the Shares of Stock, along with any stock certificates, shall be transferred to the Buyer at Closing Date upon the funds being received by the Seller in an approved method.

IX. **AUTHORITY OF SELLER**. To induce the Buyer to enter into and perform its obligations under this Agreement, the Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

a.) **Capacity**. The Seller has all requisite power, authority, and capacity to enter into this Agreement. The execution, delivery, and performance of this Agreement by the Seller does not, and the consummation of the transaction contemplated hereby will not result in a breach of or default under any agreement to which the Seller is a party by which the Seller is bound.

b.) **Binding Agreement**. This Agreement has been duly and validly executed and delivered by the Seller and constitutes the Seller's valid and binding agreement, enforceable against the Seller in accordance with and subject to its terms.

c.) **Title to Shares of Stock**. The Seller is the lawful, record and beneficial owner of all the Shares of Stock, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares of Stock in accordance with the terms of this Agreement transfers to the Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

X. **AUTHORITY OF BUYER.** To induce the Seller to enter into and perform their obligations under this Agreement, the Buyer represents and warrants to the Seller as follows:

a.) **Capacity.** The Buyer has all requisite power, authority, and capacity to enter into this Agreement. The execution, delivery, and performance of this Agreement by the Buyer does not, and the consummation of the transaction contemplated hereby will not result in a breach of or a default under any agreement to which the Buyer is a party or by which Buyer is bound.

b.) **Disclosure.** The Buyer is aware of the risks involved in purchasing the Shares of Stock and accepts that its value can change rapidly and unpredictably.

XI. **DATE AND TIME.** Time is of the essence.

a.) **Calendar Days.** Calendar days shall represent all days of the year except Saturdays, Sundays, and Federal Holidays ("Calendar Days").

b.) **Effective Date.** The effective date of this Agreement shall be the day the Parties authorize this Agreement and acceptance has been given.

XII. **GOVERNING LAW.** This Agreement shall be construed, interpreted, and enforced in accordance with, and shall be governed by, the laws in the State of Oklahoma without reference to, and regardless of, any applicable choice or conflicts of laws principals.

XIII. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

XIV. **ADDITIONAL TERMS & CONDITIONS.** N/A

XV. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the Parties hereto with respect to the subject matter hereof.

Buyer's Signature: ______________________________ Date: __________________

Print Name: ______________________________

Seller's Signature: ______________________________ Date: __________________

Print Name: ______________________________

Valor Bank

Report Date:**04/05/2024 at 12:29pm**

Transaction Report

ACCOUNT M&R Doyle Holdings Inc *4486	CATEGORY	TRANSACTION DATE 07/20/2023	AMOUNT -$100,000.00

DESCRIPTION
CK # 1113

NOTE

ATTACHED IMAGES

FRONT

M&R DOYLE HOLDINGS, INC
1240 SW 65TH ST
OKLAHOMA CITY, OK 73139

86-1251/1031 1113

19 Jul 23 DATE

PAY TO THE ORDER OF Rabitt Kalidy $ 100,000.00

One hundred thousand & 00/00 DOLLARS

VALOR BANK

FOR: SA investment Trillium mod sep

5 1013

BACK

Communication Federal Credit Union
1201 W I-35 Frontage Rd.
Edmond OK 73013
Br: 27 - Tlr: 3714
BOFD RT:303085476 Item:164653983588
07/19/2023 04:47:07 (-05:00) PM
Account ...5505

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Deposit Only

Stock Purchase Agreement

THIS AGREEMENT is made and entered on August 31, 2023 by and between, Rabih Kalidy ("Seller") of 6300 Beau Court, Edmond, Oklahoma 73034 and Lezlie Maltz ("Purchaser") of 90 South Creekside Court Houston TX 77055.

WITNESSETH:

Whereas, the Seller is a Stockholder in Trillium Medical Spa LLC, who is the record owner of outstanding shares of the capital stock of Trillium Medical Spa LLC (hereinafter referred to as the "Corporation"), a Oklahoma corporation, which has authority to sell 10 shares of capital stock at $5,000.00 par value common stock, and

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

Purchase and Sale

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser operating agreements representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The agreements representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary affixed thereto at the expense of the Seller.

The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Trillium Medical Spa located at 14201 N Santa Fe, Edmond, Oklahoma 73013 on August 31, 2023, or such other place, date and time as the parties hereto may otherwise agree.

Amount and Payment of Purchase Price

(a) Consideration

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of $50,000.00 , such total consideration to be referred to in this Agreement as the "Purchase Price".

(b) Payment

The Purchase Price shall be paid as follows:

i. The sum of $50,000.00 (Fifty Thousand) Dollars to be delivered to Seller at Closing.

(a) Organization and Standing

The Seller is a stockholder and record owner of the issued and outstanding shares of the capital stock of the Corporation, which is a corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma and has the Corporation has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock

i. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

ii. Purchaser of the stock is duly aware of the corporation's future anticipated procurement of an additional location and entity, which will engage in the same or similar business operations.

iii. Upon commencement of construction of the anticipated additional location Corporations' purchased stock under this agreement shall be considered "Split", resulting in a total holding of 5 shares (5%) in Corporation mentioned in this agreement, The remaining equity purchased under this agreement will be appropriated in the newly formed entity and location. Corporations' amended operating agreement and an additional operating agreement pertaining to the newly formed entity will be delivered to Purchaser within 90 Days of commencement.

iiii. Purchaser is duly aware of distribution and dividend practices that will be outlined in the Corporation's operating agreement. No distributions or dividends shall be awarded regarding stock purchased under this agreement prior to January 1st, 2025. Distributions and accompanying Corporation financials will be provided following January 1st, 2025 in quarterly intervals.

Representations and Warranties of Seller and Purchaser

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller and Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

General Provisions

(a) Entire Agreement

This Agreement (including any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law

This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

SELLER:

By: Date: 8/31/23

Rabih Kalidy

PURCHASER:

By: *Lezlie Maltz* Date: *8/31/23*

Lezlie Maltz

Stock Purchase Agreement

THIS AGREEMENT is made and entered on September 9th, 2023 by and between, Rabih Kalidy ("Seller") of 6300 Beau Court, Edmond, Oklahoma 73034 and Robyn L. Schmitt and/or Jeffrey A. Schmitt ("Purchaser") of 424 skyline Drive Murphy, TX 75094

WITNESSETH:

Whereas, the Seller is a Stockholder in Trillium Medical Spa LLC, who is the record owner of outstanding shares of the capital stock of Trillium Medical Spa LLC (hereinafter referred to as the "Corporation"), a Oklahoma corporation, which has authority to sell 10 shares of capital stock at $25,000.00 par value common stock, and

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

Purchase and Sale

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser operating agreements representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The agreements representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary affixed thereto at the expense of the Seller.

The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Trillium Medical Spa located at 14201 N Santa Fe, Edmond, Oklahoma 73013 in September, 2023, or such other place, date and time as the parties hereto may otherwise agree.

Amount and Payment of Purchase Price

(a) Consideration

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of $250,000.00, such total consideration to be referred to in this Agreement as the "Purchase Price".

(b) Payment

The Purchase Price shall be paid as follows:

i. The sum of $250,000.00 (Two Hundred Fifty Thousand) Dollars to be delivered to Seller at Closing.

(a) Organization and Standing

The Seller is a stockholder and record owner of the issued and outstanding shares of the capital stock of the Corporation, which is a corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma and has the Corporation has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock

i. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

ii. Purchaser of the stock is duly aware of the corporation's future anticipated procurement of an additional location and entity, which will engage in the same or similar business operations.

iii. Upon commencement of construction of the anticipated additional location Corporations' purchased stock under this agreement shall be considered "Split", resulting in a total holding of 5 shares (5%) in Corporation mentioned in this agreement, The remaining equity purchased under this agreement will be appropriated in the newly formed entity and location. Corporations' amended operating agreement and an additional operating agreement pertaining to the newly formed entity will be delivered to Purchaser within 90 Days of commencement.

iv. Purchaser is duly aware of distribution and dividend practices that will be outlined in the Corporation's operating agreement. No distributions or dividends shall be awarded regarding stock purchased under this agreement prior to January 1st, 2025. Distributions and accompanying Corporation financials will be provided following January 1st, 2025 in quarterly intervals.

General Provisions

(a) Entire Agreement

This Agreement (including any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law

This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

SELLER:

By: DocuSigned by: 3AED01C88348481... Date: 9/11/2023

Rabih Kalidy

PURCHASER(S):

By: DocuSigned by: JEFFREY A. SCHMITT D45ECAE1C87F4F2... Date: 9/11/2023

Jeffrey Schmitt

By: DocuSigned by: ROBYN L. SCHMITT 76112BC3D85743E... Date: 9/11/2023

Robyn Schmitt

MEMBERSHIP INTEREST
PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of August 21, 2023 (the "Effective Date") by and between, Rabih Kalidy ("Seller"), with an address at 6300 Beau Court, Edmond, Oklahoma 73034, and JB Speights OKC Investments LLC, an Oklahoma limited liability company ("Purchaser"), with an address at 10515 CREEK MEADOW DRIVE, Oklahoma City, Oklahoma 73151.

WITNESSETH.

WHEREAS, Seller is a member of Trillium Medical Spa LLC, an Oklahoma limited liability company ("Trillium One"), who has authority to sell 10% of the total membership interest in Trillium One (the "Trillium One Interest");

WHEREAS, Seller is a member of Trillium Medical Spa Plus LLC, an Oklahoma limited liability company ("Trillium Plus") and has the authority to sell 5% of the total membership interest in Trillium Plus (the "Trillium Plus Interest");

WHEREAS, the term "Membership Interests," as it is used in this Agreement, shall mean either (1) the Trillium One Interest or (2) 5% of the total issued and outstanding membership interest in Trillium One and the Trillium Plus Interest, as further provided in this Agreement;

WHEREAS, Purchaser desires to purchase the Membership Interests, and Seller desires to sell the Membership Interests upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Membership Interest, it is hereby agreed as follows

1. **Purchase and Sale; Closing**

a) Subject to Section 4 and the terms and conditions hereinafter set forth, at the Closing (defined herein), Seller shall sell, convey, transfer, and deliver to Purchaser the Membership Interests and the Purchaser shall purchase from the Seller the Membership Interests in consideration of the Purchase Price (defined herein).

b) The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Trillium Medical Spa located at 14201 N Santa Fe, Edmond, Oklahoma 73013 as of the date of this agreement, or such other place, date and time as the parties hereto may otherwise agree.

2. **Amount and Payment of Purchase Price**

As total consideration for the purchase and sale of the Membership Interests, Purchaser shall pay to Seller a sum of $200,000.00 at Closing (the "Purchase Price").

3. **Organization and Standing**

a) Seller is a member and record owner of at least 10% of the issued and outstanding membership interest of Trillium One, which is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

b) Seller is a member and record owner of at least 5% of the issued and outstanding membership interest of Trillium Plus, which is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

c) As a condition for Purchaser to comply with its obligations set forth in this Agreement, Seller shall deliver to Purchaser all of the following at least 30 days prior to the Closing:

i. the articles of organization and operating agreement for Trillium One;

ii. the articles of organization and operating agreement for Trillium Plus;

iii. Trillium One's balance sheet as of August 31, 2023, and

iv. Trillium Plus's balance sheet as of August 31, 2023.

4. **The Additional Location**

a) Seller and Trillium One intend to procure an additional location (the "Additional Location"), through Trillium Plus, which will engage in the same or similar business operations.

b) The Membership Interests purchased under this Agreement shall be considered "Split," resulting in Purchaser holding membership interests representing 5% of the total issued and outstanding membership interest in Trillium One, and the remaining equity purchased under this agreement will be in membership interests representing 5% of the total issued and outstanding membership interest in Trillium Plus, upon the occurrence of all of the following events:

i. the articles of organization and operating agreement for Trillium One are delivered to Purchaser;

ii. the articles of organization and operating agreement for Trillium Plus are delivered to Purchaser;

iii. Trillium One's balance sheet as of August 31, 2023 is delivered to Purchaser;

iv. Trillium Plus's balance sheet as of August 31, 2023 is delivered to Purchaser;

5. **Restrictions on the Membership Interests**

a) No distributions shall be awarded to Purchaser regarding the Membership Interests purchased under this Agreement prior to January 1st, 2025. Distributions to Purchaser pursuant to the Membership Interests will be provided following January 1st, 2025 in quarterly intervals.

b) Purchaser may not sell or transfer its membership interests in Trillium One or Trillium Plus to any third party unless Purchaser first offers, in writing, to sell such interests to Trillium One or Trillium Plus, as applicable, at the same price and on the same terms as Purchaser was offered pursuant to an acceptable, bona fide written offer by such third party

6. **Representations and Warranties of Seller and Purchaser**

a) Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller and Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

b) Seller is the lawful owner of the Trillium One Interest and the Trillium Plus Interest, free and clear of all security interests, liens, encumbrances, equities and other charges

c) Seller has authority to sell the Trillium One Interest pursuant to the terms of this Agreement;

d) Seller has authority to sell the Trillium Plus Interest pursuant to the terms of this Agreement.

7. **General Provisions**

a) Entire Agreement. This Agreement (including any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

b) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

c) Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

SELLER:

By:

Rabih Kalidy

PURCHASER:

By:

JB Speights OKC Investments LLC
By: Jerry Speights, Manager

[Signature Page to Membership Interest Purchase Agreement]

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of 10/23/2023, 2023 (the "Effective Date") by and between, Rabih Kalidy ("Seller"), with an address at 6300 Beau Court, Edmond, Oklahoma 73034, and Andree Stoker ("Purchaser"), with an address at 711 E Springer, Guthrie, Oklahoma 73044

WITNESSETH:

WHEREAS, Seller is a member of Trillium Medical Spa LLC, an Oklahoma limited liability company ("Trillium One"), who has authority to sell 5% of the total membership interest in Trillium One (the "Trillium One Interest");

WHEREAS, Seller is a member of Trillium Medical Spa Plus LLC, an Oklahoma limited liability company ("Trillium Plus") and has the authority to sell 2.5% of the total membership interest in Trillium Plus (the "Trillium Plus Interest");

WHEREAS, the term "Membership Interests," as it is used in this Agreement, shall mean either (1) the Trillium One Interest or (2) 5% of the total issued and outstanding membership interest in Trillium One and the Trillium Plus Interest, as further provided in this Agreement;

WHEREAS, Purchaser desires to purchase the Membership Interests, and Seller desires to sell the Membership Interests upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Membership Interest, it is hereby agreed as follows:

1. **Purchase and Sale; Closing**

a) Subject to Section 4 and the terms and conditions hereinafter set forth, at the Closing (defined herein), Seller shall sell, convey, transfer, and deliver to Purchaser the Membership Interests and the Purchaser shall purchase from the Seller the Membership Interests in consideration of the Purchase Price (defined herein).

b) The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Trillium Medical Spa located at 14201 N Santa Fe, Edmond, Oklahoma 73013 as of the date of this agreement, or such other place, date and time as the parties hereto may otherwise agree.

2. **Amount and Payment of Purchase Price**

As total consideration for the purchase and sale of the Membership Interests, Purchaser shall pay to Seller a sum of $300,000.00 at Closing (the "Purchase Price").

3. **Organization and Standing**

a) Seller is a member and record owner of at least 5% of the issued and outstanding membership interest of Trillium One, which is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

b) Seller is a member and record owner of at least 2.5% of the issued and outstanding membership interest of Trillium Plus, which is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

c) As a condition for Purchaser to comply with its obligations set forth in this Agreement, Seller shall deliver to Purchaser all of the following at least 30 days post to the Closing:

i. the articles of organization and operating agreement for Trillium One;

ii. the articles of organization and operating agreement for Trillium Plus;

4. **The Additional Location**

a) Seller and Trillium One intend to procure an additional location (the "Additional Location"), through Trillium Plus, which will engage in the same or similar business operations.

b) The Membership Interests purchased under this Agreement shall be considered "Split," resulting in Purchaser holding membership interests representing 2.5% of the total issued and outstanding membership interest in Trillium One, and the remaining equity purchased under this agreement will be in membership interests representing 2.5% of the total issued and outstanding membership interest in Trillium Plus, upon the occurrence of all of the following events:

i. the articles of organization and operating agreement for Trillium One are delivered to Purchaser;

ii. the articles of organization and operating agreement for Trillium Plus are delivered to Purchaser;

5. **Restrictions on the Membership Interests**

a) No distributions shall be awarded to Purchaser regarding the Membership Interests purchased under this Agreement prior to January 1st, 2025. Distributions to Purchaser pursuant to the Membership Interests will be provided following January 1st, 2025 in quarterly intervals.

b) Purchaser may not sell or transfer its membership interests in Trillium One or Trillium Plus to any third party unless Purchaser first offers, in writing, to sell such interests to Trillium One or Trillium Plus, as applicable, at the same price and on the same terms as Purchaser was offered pursuant to an acceptable, bona fide, written offer by such third party.

6. **Representations and Warranties of Seller and Purchaser**

a) Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller and Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

b) Seller is the lawful owner of the Trillium One Interest and the Trillium Plus Interest, free and clear of all security interests, liens, encumbrances, equities and other charges.

c) Seller has authority to sell the Trillium One Interest pursuant to the terms of this Agreement;

d) Seller has authority to sell the Trillium Plus Interest pursuant to the terms of this Agreement.

7. **General Provisions**

a) Entire Agreement. This Agreement (including any written amendments hereof executed by

the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

b) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

c) Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

SELLER:

By: DocuSigned by: 3AED01CBB34B4B1... 10/23/2023

Rabih Kalidy

PURCHASER(S):

By: DocuSigned by: C0E7GE09989F453... 10/23/2023

Andree Stoker

By:

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of March 11th, 2024 (the "Effective Date") by and between, Robin Kalidy ("Seller"), with an address at 6300 Beau Court, Edmond, Oklahoma 73034, and Sabrina Stoker ("Purchaser"), with an address at 624 E Lincoln, Guthrie, Oklahoma 73044

WITNESSETH:

WHEREAS, Seller is a member of Trillium Medical Spa LLC, an Oklahoma limited liability company ("Trillium"), who has authority to sell 2% of the total membership interest in Trillium One (the "Trillium Interest");

WHEREAS, the term "Membership Interests," as it is used in this Agreement, shall mean the Trillium Interest, as provided in this Agreement;

WHEREAS, Purchaser desires to purchase the Membership Interests, and Seller desires to sell the Membership Interests upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Membership Interest, it is hereby agreed as follows:

1. Purchase and Sale; Closing

a) Subject to <u>Section 4</u> and the terms and conditions hereinafter set forth, at the Closing (defined herein), Seller shall sell, convey, transfer, and deliver to Purchaser the Membership Interests and the Purchaser shall purchase from the Seller the Membership Interests in consideration of the Purchase Price (defined herein).

b) The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Trillium Medical Spa located at 14201 N Santa Fe, Edmond, Oklahoma 73013 as of the date of this agreement, or such other place, date and time as the parties hereto may otherwise agree.

2. Amount and Payment of Purchase Price

As total consideration for the purchase and sale of the Membership Interests, Purchaser shall pay to Seller a sum of $150,500 at Closing (the "Purchase Price").

Credit will be allotted in the amount of $150,500 from "Promissory Note" between parties established May 18th 2022 and Addendum to that note dated July 18th, 2023

3. Organization and Standing

a) Seller is a member and record owner of at least 2% of the issued and outstanding membership interest of Trillium, which is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

b) As a condition for Purchaser to comply with its obligations set forth in this Agreement, Seller shall deliver to Purchaser all of the following at least 30 days post to the Closing:

i. the articles of organization and operating agreement for Trillium;

i. Purchaser;

4. Restrictions on the Membership Interests

a) No distributions shall be awarded to Purchaser regarding the Membership Interests purchased under this Agreement prior to January 1st, 2025. Distributions to Purchaser pursuant to the Membership Interests will be provided following January 1st, 2025 in quarterly intervals.

b) Purchaser may not sell or transfer its membership interests in Trillium to any third party unless Purchaser first offers, in writing, to sell such interests to Trillium One or Trillium Plus, as applicable, at the same price and on the same terms as Purchaser was offered pursuant to an acceptable, bona fide, written offer by such third party.

5. Representations and Warranties of Seller and Purchaser

a) Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller and Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

b) Seller is the lawful owner of the Trillium Interest, free and clear of all security interests, liens, encumbrances, equities and other charges.

c) Seller has authority to sell the Trillium Interest pursuant to the terms of this Agreement;

6. General Provisions

a) Entire Agreement. This Agreement (including any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

b) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

c) Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

SELLER:

By: Rabih Kalidy 3/11/2024

Rabih Kalidy

PURCHASER(S):

By: 3/11/2024

Sabrina Stoker

By:

[Signature Page to Membership Interest Purchase Agreement]

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of August 21, 2023 (the "Effective Date") by and between, Rabih Kalidy ("Seller"), with an address at 6300 Beau Court, Edmond, Oklahoma 73034, and Barrios Financial Investment LLC ("Purchaser"), with an address at 14309 N Santa Fe Ave, Edmond, Oklahoma 73013

WITNESSETH:

WHEREAS, Seller is a member of Trillium Medical Spa LLC, an Oklahoma limited liability company ("Trillium One"), who has authority to sell 10% of the total membership interest in Trillium One (the "Trillium One Interest");

WHEREAS, Seller is a member of Trillium Medical Spa Plus LLC, an Oklahoma limited liability company ("Trillium Plus") and has the authority to sell 5% of the total membership interest in Trillium Plus (the "Trillium Plus Interest");

WHEREAS, the term "Membership Interests," as it is used in this Agreement, shall mean either (1) the Trillium One Interest or (2) 5% of the total issued and outstanding membership interest in Trillium One and the Trillium Plus Interest, as further provided in this Agreement;

WHEREAS, Purchaser desires to purchase the Membership Interests, and Seller desires to sell the Membership Interests upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Membership Interest, it is hereby agreed as follows:

1. **Purchase and Sale; Closing**

a) Subject to Section 4 and the terms and conditions hereinafter set forth, at the Closing (defined herein), Seller shall sell, convey, transfer, and deliver to Purchaser the Membership Interests and the Purchaser shall purchase from the Seller the Membership Interests in consideration of the Purchase Price (defined herein).

b) The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Trillium Medical Spa located at 14201 N Santa Fe, Edmond, Oklahoma 73013 as of the date of this agreement, or such other place, date and time as the parties hereto may otherwise agree.

2. **Amount and Payment of Purchase Price**

As total consideration for the purchase and sale of the Membership Interests, Purchaser shall pay to Seller a sum of $450,000.00 at Closing (the "Purchase Price").

3. **Organization and Standing**

a) Seller is a member and record owner of at least 10% of the issued and outstanding membership interest of Trillium One, which is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

b) Seller is a member and record owner of at least 5% of the issued and outstanding membership interest of Trillium Plus, which is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

c) As a condition for Purchaser to comply with its obligations set forth in this Agreement, Seller shall deliver to Purchaser all of the following at least 30 days post to the Closing:

i. the articles of organization and operating agreement for Trillium One;

ii. the articles of organization and operating agreement for Trillium Plus;

4. **The Additional Location**

a) Seller and Trillium One intend to procure an additional location (the "Additional Location"), through Trillium Plus, which will engage in the same or similar business operations.

b) The Membership Interests purchased under this Agreement shall be considered "Split," resulting in Purchaser holding membership interests representing 5% of the total issued and outstanding membership interest in Trillium One, and the remaining equity purchased under this agreement will be in membership interests representing 5% of the total issued and outstanding membership interest in Trillium Plus, upon the occurrence of all of the following events:

i. the articles of organization and operating agreement for Trillium One are delivered to Purchaser;

ii. the articles of organization and operating agreement for Trillium Plus are delivered to Purchaser;

5. **Restrictions on the Membership Interests**

a) No distributions shall be awarded to Purchaser regarding the Membership Interests purchased under this Agreement prior to January 1st, 2025. Distributions to Purchaser pursuant to the Membership Interests will be provided following January 1st, 2025 in quarterly intervals.

b) Purchaser may not sell or transfer its membership interests in Trillium One or Trillium Plus to any third party unless Purchaser first offers, in writing, to sell such interests to Trillium One or Trillium Plus, as applicable, at the same price and on the same terms as Purchaser was offered pursuant to an acceptable, bona fide, written offer by such third party.

6. **Representations and Warranties of Seller and Purchaser**

a) Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller and Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

b) Seller is the lawful owner of the Trillium One Interest and the Trillium Plus Interest, free and clear of all security interests, liens, encumbrances, equities and other charges.

c) Seller has authority to sell the Trillium One Interest pursuant to the terms of this Agreement;

d) Seller has authority to sell the Trillium Plus Interest pursuant to the terms of this Agreement.

7. **General Provisions**

a) <u>Entire Agreement</u>. This Agreement (including any written amendments hereof executed by

the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

b) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

c) Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

SELLER:

By: DocuSigned by:
3AE001CBB3484B1

Rabih Kalidy

PURCHASER:

By: DocuSigned by: Barrios Financial Investment LLC
FB74DF428BDB468

Barrios Investment LLC

MEMBERSHIP INTEREST
PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of November 7th, 2023 (the "Effective Date") by and between, Rabih Kalidy ("Seller"), with an address at 6300 Beau Court, Edmond, Oklahoma 73034, and Whitney Paige Classen ("Purchaser"), with an address at 5509 Inverary Drive, Edmond, Oklahoma 73025

WITNESSETH:

WHEREAS, Seller is a member of Trillium Medical Spa LLC, an Oklahoma limited liability company ("Trillium One"), who has authority to sell 2.5% of the total membership interest in Trillium One (the "Trillium One Interest");

WHEREAS, Seller is a member of Trillium Medical Spa Plus LLC, an Oklahoma limited liability company ("Trillium Plus") and has the authority to sell 1.25% of the total membership interest in Trillium Plus (the "Trillium Plus Interest");

WHEREAS, the term "Membership Interests," as it is used in this Agreement, shall mean either (1) the Trillium One Interest or (2) 2.5% of the total issued and outstanding membership interest in Trillium One and the Trillium Plus Interest, as further provided in this Agreement;

WHEREAS, Purchaser desires to purchase the Membership Interests, and Seller desires to sell the Membership Interests upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Membership Interest, it is hereby agreed as follows:

1. **Purchase and Sale; Closing**

a) Subject to Section 4 and the terms and conditions hereinafter set forth, at the Closing (defined herein), Seller shall sell, convey, transfer, and deliver to Purchaser the Membership Interests and the Purchaser shall purchase from the Seller the Membership Interests in consideration of the Purchase Price (defined herein).

b) The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Trillium Medical Spa located at 14201 N Santa Fe, Edmond, Oklahoma 73013 as of the date of this agreement, or such other place, date and time as the parties hereto may otherwise agree.

2. **Amount and Payment of Purchase Price**

As total consideration for the purchase and sale of the Membership Interests, Purchaser shall pay to Seller a sum of $150,000 (One Hundred and Fifty Thousand) Dollars at Closing (the "Purchase Price").

3. **Organization and Standing**

a) Seller is a member and record owner of at least 2.5% of the issued and outstanding membership interest of Trillium One, which is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

b) Seller is a member and record owner of at least 2.5% of the issued and outstanding membership interest of Trillium Plus, which is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Oklahoma, which has the corporate power and authority to carry on its business as it is now being conducted.

c) As a condition for Purchaser to comply with its obligations set forth in this Agreement, Seller shall deliver to Purchaser all of the following at least 30 days post to the Closing:

i. the articles of organization and operating agreement for Trillium One;

ii. the articles of organization and operating agreement for Trillium Plus;

4. The Additional Location

a) Seller and Trillium One intend to procure an additional location (the "Additional Location"), through Trillium Plus, which will engage in the same or similar business operations.

b) The Membership Interests purchased under this Agreement shall be considered "Split," resulting in Purchaser holding membership interests representing 1.25% of the total issued and outstanding membership interest in Trillium One, and the remaining equity purchased under this agreement will be in membership interests representing 1.25% of the total issued and outstanding membership interest in Trillium Plus, upon the occurrence of all of the following events:

i. the articles of organization and operating agreement for Trillium One are delivered to Purchaser;

ii. the articles of organization and operating agreement for Trillium Plus are delivered to Purchaser;

5. Restrictions on the Membership Interests

a) No distributions shall be awarded to Purchaser regarding the Membership Interests purchased under this Agreement prior to January 1st, 2025. Distributions to Purchaser pursuant to the Membership Interests will be provided following January 1st, 2025 in quarterly intervals.

b) Purchaser may not sell or transfer its membership interests in Trillium One or Trillium Plus to any third party unless Purchaser first offers, in writing, to sell such interests to Trillium One or Trillium Plus, as applicable, at the same price and on the same terms as Purchaser was offered pursuant to an acceptable, bona fide, written offer by such third party.

6. Representations and Warranties of Seller and Purchaser

a) Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller and Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

b) Seller is the lawful owner of the Trillium One Interest and the Trillium Plus Interest, free and clear of all security interests, liens, encumbrances, equities and other charges.

c) Seller has authority to sell the Trillium One Interest pursuant to the terms of this Agreement;

d) Seller has authority to sell the Trillium Plus Interest pursuant to the terms of this Agreement.

7. General Provisions

a) <u>Entire Agreement</u>. This Agreement (including any written amendments hereof executed by

the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

b) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

c) Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

SELLER:

By: ______________________________

Rabih Kalidy

PURCHASER(S):

By: ______________________________

Whitney Paige Classen

____

[Signature Page to Membership Interest Purchase Agreement]

AFFIDAVIT OF ANDREE STOKER

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

I, Andree Stoker, being of lawful age and being duly sworn, depose and state as follows:

1. I am a resident of the state of Oklahoma.

2. I was offered securities by Rabih Kalidy.

3. The securities offered were in the form of a membership interest purchase agreement issued by Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC.

4. Rabih Kalidy was the managing member of Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC at the time of issuance.

5. I invested $300,000 in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC through a membership interest purchase agreement executed on October 23, 2023.

I hereby affirm that I am competent to make this Affidavit and that all the foregoing is true and correct to the best of my knowledge and belief. I hereby affirm that I affix my signature to this document voluntarily and that no threat or promise of immunity or other assistance of any kind has been made by any person, to include the Administrator of the Oklahoma Department of Securities, any employee of the Oklahoma Department of Securities, or any member of the Oklahoma Securities Commission, to coerce the statements made herein.

Further Affiant sayeth not.

Andree M Stoker

Subscribed and sworn to before me this 21st day of November 2025.

EXHIBIT

J

(NOTARIAL SEAL)

JOHN WIGGINS
NOTARY
25002210
EXP. 02/24/29
PUBLIC
STATE OF OKLAHOMA

____
Notary Public

My Commission Expires: 02/24/2029

<u>**AFFIDAVIT OF SABRINA STOKER**</u>

STATE OF OKLAHOMA	)	
	)	**ss:**
COUNTY OF OKLAHOMA	)	

I, Sabrina Stoker, being of lawful age and being duly sworn, depose and state as follows:

1. I am a resident of the state of Oklahoma.

2. I was offered securities by Rabih Kalidy.

3. The securities offered were in the form of a membership interest purchase agreement issued by Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC.

4. Rabih Kalidy was the managing member of Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC at the time of issuance.

5. I invested $100,000 in Trillium Medical Spa, LLC and Trillium Medical Spa Plus, LLC through a membership interest purchase agreement executed on March 11, 2024.

I hereby affirm that I am competent to make this Affidavit and that all the foregoing is true and correct to the best of my knowledge and belief. I hereby affirm that I affix my signature to this document voluntarily and that no threat or promise of immunity or other assistance of any kind has been made by any person, to include the Administrator of the Oklahoma Department of Securities, any employee of the Oklahoma Department of Securities, or any member of the Oklahoma Securities Commission, to coerce the statements made herein.

Further Affiant sayeth not.

Sabrina Stoker

Subscribed and sworn to before me this 21st day of November 2025.

EXHIBIT
K

(NOTARIAL SEAL)

JOHN WIGGINS
NOTARY
25002210
EXP. 02/24/29
PUBLIC
STATE OF OKLAHOMA

Notary Public

My Commission Expires: 02/24/2029