

LLC INTERESTS SALE AGREEMENT

THIS AGREEMENT is made and executed by and between REXATE INC by Director, Abdurrahman Ghanem whose address is 11111 RICHMOND AVE STE 142, HOUSTON TX 77082-2684 (the "Buyer"), and REAL ESTATE SOLID SOLUTIONS LLC by President, Dr. Mahmoud M Khader, whose address is 7619 TRAILING OAKS DR, SPRING TX 77379-5391 (the "Seller");

WHEREAS, Seller is authorized to sell 3.6364% (4 shares of 110 shares) part of the outstanding Membership Interests owned by Seller of CYPRESS 11 HOLDING, LLC (the "Company");

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, such outstanding Membership Interests of the Company, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - PURCHASE AND SALE

Purchase and Sale part of Membership Interests. Upon the terms and provisions of this Agreement, Buyer agrees to purchase and accept delivery from Seller of, and Seller agrees to sell, assign, transfer and deliver to Buyer, at the Closing provided for in paragraph 1.03 of this Agreement, the following Membership Interests of the Company set forth below, free and clear of all liens, claims, charges, restrictions, equities or encumbrances of any kind (referred to herein as the "Subject Membership Interests")

Only 3.6364% Outstanding Membership Interests of the Company owned by the Seller.

Consideration. As consideration for the transfer of Subject Membership Interests, Buyer shall pay Seller the amount of \$85,068 in cash or cashier's fund, or bank transfer.

Closing. The closing of the purchase and sale of the Subject Membership Interests (the "Closing") shall take place at the office of the company (or at such other place as the parties may mutually agree) on February 25th, 2021 (the "Closing and effective Date of transfer").

ARTICLE 2 - RIGHTS

The Membership Interest comes with voting rights in the Company.

ARTICLE 3 – OPERATING AGREEMENT

Buyer agrees to execute and abide by the current and any future Operating Agreement changes the Company may draft for the members.

ARTICLE 4 – SELLER REPRESENTATIONS & WARRANTIES

Seller hereby represents and warrants that Seller has good title to the Membership Interest conveyed herein and that Seller has no limitations on making such sale and assignment, such as any security interest, lien, or encumbrance.

Seller further represents and warrants that it will take any steps to perfect Buyer's receipt of the Membership interest in the Company as required.

Article 5 - BUYER REPRESENTATIONS & WARRANTIES

Buyer hereby represents and warrants that the execution of this sale will not put Buyer in default of any contractual relationship to which Buyer is a party and that Buyer will deliver the Total Sale Price as required under this Agreement.

Buyer further represents and warrants that Buyer does not intend to further sell or distribute this Membership Interest and that Buyer is purchasing the Membership Interest for Buyer's own personal purposes, whether for membership involvement in the Company or as a personal investment.

Buyer warrants that Buyer has consulted with legal and investment advisors regarding the sale or waives the right to do so. Buyer fully understands the benefits and risks of purchasing the Membership Interest.

Article 8 - NO PUBLIC INTEREST

The Membership Interest being sold herein has not been registered under the Federal Securities Act of 1933, nor any state securities laws. The Membership Interest will not be registered under the Federal Securities Act of 1933, nor any state securities laws. The sale of Membership Interest does not involve any public offering, and Buyer and Seller may complete the sale in reliance upon federal and state exemptions for public transactions.

Article 9 - EXPENSES

Each Party is responsible for its own costs and expenses in connection with this Agreement.

Article 10 - NO GUARANTEES

Seller does not guarantee any specific performance of the Company, including through sales, distributions, or otherwise. Buyer accepts that the sale of this Membership Interest is "as is."


Article 11 - GENERAL PROVISIONS

- a) JURISDICTION, VENUE & CHOICE OF LAW: The laws of the jurisdiction where the Company filed its formation documents, specifically the state of Texas shall be applicable to this Agreement, with the exception of its conflict of law provisions.
- b) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party, without the written consent of the other.
- c) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- d) HEADINGS FOR CONVENIENCE ONLY: Headings of pans and sub-pans under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- e) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

EXECUTION:


IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed on the Closing and effective Date of transfer.

Seller: REAL ESTATE SOLID SOLUTIONS LLC, a Texas Limited Liability Company

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Signature: _____

Dr. Mahmoud M Khader - President

Buyer: REXATE INC, a Texas Corporation

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Signature: _____

Abdurrahman Ghanem - Director