

WHEN RECORDED RETURN TO:

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, MN 55402
Attn: Scott D. Jahnke
158938-CAP
Tax ID No.: 15-12-431-010

MEMORANDUM OF REAL ESTATE PURCHASE CONTRACT

This MEMORANDUM OF PURCHASE OPTION AGREEMENT (“Memorandum”) is entered into as of this 5 day of APRIL, 2024, by and among CARY ALLEN WILLIAMSON, TAMMY ANN CASSITY, SHERRY LYNN HARRIS, TROY LAMAR WILLIAMSON, BECKY JEAN BABCOCK, and RANDY JOHN WILLIAMSON (collectively, “Seller”), and A2Z DEVELOPMENTS LLC, a Utah limited liability company (“Buyer”).

1. Pursuant to that certain unrecorded Real Estate Purchase Contract with an Offer Reference Date of August 18, 2023 among Seller, as “Seller”, and Buyer, as “Buyer”, inclusive of Addendum No. 1 to Real Estate Purchase Contract and Addendum No. 2 to Real Estate Purchase Contract, each executed as of August 29, 2023, as amended by Addendum No. 3 to Real Estate Purchase Contract executed March 18, 2024 (collectively, the “Purchase Contract”), Seller agreed to sell to Buyer certain real property more particularly described on **Exhibit A** attached hereto, together with all easements and rights benefitting or appurtenant thereto (the “Property”). Capitalized terms used but not defined herein shall have their respective meanings as used in the Purchase Contract.

2. The purchase price and other terms of the purchase and sale of the Property are set forth in the Purchase Contract. The Purchase Contract provides for a closing settlement deadline of October 2, 2024. Lincoln Capital Acquisition, LLC, a Delaware limited liability company, is an intended third party beneficiary of the Purchase Contract.

3. This Memorandum is subject to all of the terms, conditions and understandings set forth in the Purchase Contract, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum and the terms and conditions of the Purchase Contract, the terms and conditions of the Purchase Contract shall prevail.

4. Upon any termination of the Purchase Agreement, Buyer will join with Seller in the execution of a notice in recordable form, to provide public record notice as to the termination of the Purchase Contract. If either party shall fail to execute such notice within thirty (30) days after request, the other party shall be entitled unilaterally to cause the execution and recordation thereof for itself and as attorney-in-fact for the other party.

after request, the other party shall be entitled unilaterally to cause the execution and recordation thereof for itself and as attorney-in-fact for the other party.

6. Notices to the parties shall be given to the following addresses:

If to Buyer: A2Z Development LLC
5965 S. 900 E, 4th Floor
Salt Lake City, UT 84121
Attention: Kyle Zack
E-mail: btaylor@lincolnavcap.com

With Copy to: Cowdell and Woolley
32 E. Main Street
Sandy, UT 84070
Attention: Sharik L. Peck II
E-mail: sharik@cwutah.com

With Copy to: Lincoln Capital Acquisition, LLC
401 Wilshire Blvd., 11th Floor
Santa Monica, CA 90401
Attention: Russ Condas and Brandon Hodge
E-mail: rcondas@lincolnavenue.com;
bhodge@lincolnavenue.com

With Copy to: Lincoln Capital Acquisition, LLC
680 5th Avenue, 17th Floor
New York, NY 10019
Attention: Hanna Jamar
E-mail: hanna@lincolnavenue.com

If to Seller: Cary Allen Williamson
9938 S TULIP DR
SANDY, UT 84094
E-mail: sewguy@msn.com

With Copy to: c/o David Wiser
KW South Valley Keller Williams
4020 W. Daybreak Pkwy., Ste. 210
South Jordan, UT 84009
E-Mail: WISER-ESTATES@GMAIL.COM

6. The parties may sign this Memorandum in multiple counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

28607152v1

[Signature Page Follows]

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.



SELLER:

Cary Allen Williamson
CARY ALLEN WILLIAMSON

STATE OF Utah
COUNTY OF Salt Lake

)
) ss:
)

The foregoing instrument was acknowledged before me this 9 day of April, 2024, by CARY ALLEN WILLIAMSON.



Lat Davone Hawkins
Notary Public
My Commission Expires: 2-14-2028

Tammy Ann Cassity
TAMMY ANN CASSITY

STATE OF UTAH
COUNTY OF SALT LAKE

)
) ss:
)

The foregoing instrument was acknowledged before me this 8 day of April, 2024, by TAMMY ANN CASSITY.



Marissa Clare Dicecco
Notary Public
My Commission Expires: 01-21-2025

Sherry Lynn Harris
SHERRY LYNN HARRIS

STATE OF Utah
COUNTY OF Salt Lake

)
) ss:
)

The foregoing instrument was acknowledged before me this 9 day of April, 2024, by SHERRY LYNN HARRIS.



Lat Davone Hawkins
Notary Public

My Commission

Expires: 2-14-2028

[Signature]
TROY LAMAR WILLIAMSON

STATE OF UTAH

)

) ss:

COUNTY OF SALT LAKE

)

The foregoing instrument was acknowledged before me this 5 day of APRIL, 2024, by TROY LAMAR WILLIAMSON.

[Signature]

Notary Public

My Commission

Expires: 01-21-2025



[Signature]
BECKY JEAN BABCOCK

STATE OF UTAH

)

) ss:

COUNTY OF SALT LAKE

)

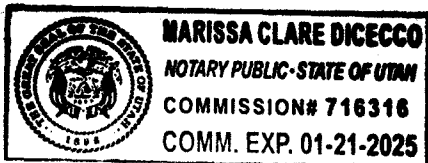
The foregoing instrument was acknowledged before me this 8 day of APRIL, 2024, by BECKY JEAN BABCOCK.

[Signature]

Notary Public

My Commission

Expires: 01-21-2025



[Signature]
RANDY JOHN WILLIAMSON

STATE OF UTAH

)

) ss:

COUNTY OF SALT LAKE

)

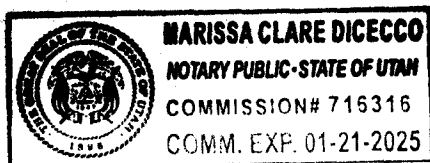
The foregoing instrument was acknowledged before me this 10 day of APRIL, 2024, by RANDY JOHN WILLIAMSON.

[Signature]

Notary Public

My Commission

Expires: 01-21-2025



IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

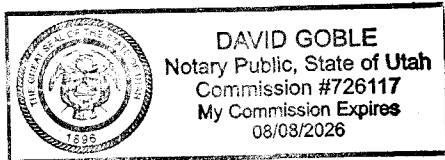
BUYER:

A2Z DEVELOPMENTS LLC,
a Utah limited liability company

By: *Kyle Zack*
Name: Kyle Zack
Its: Manager

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 2nd day of April, 2024, by Kyle Zack, the Manager of A2Z Developments LLC, a Utah limited liability company, on behalf of said limited liability company.



David Goble
Notary Public
My Commission Expires:
06/06/2026

[Acknowledgment attached]

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL A:

All of Lots 12 to 20 inclusive, and the Northern 7.43 feet of Lot 1, Block 2, NORTH COLUMBIA SUBDIVISION, according to the official plat thereof on file in the office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at the Northeast corner of Block 2, NORTH COLUMBIA SUBDIVISION, a subdivision being a part of the Southeast quarter of Section 12, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°01'42" East, 237.53 feet; thence South 89°56'40" West, 144.375 feet; thence North 0°01'42" West, 237.53 feet; thence North 89°56'40" East, 144.375 feet to the point of beginning.

PARCEL B:

All of Lots 12 and 13, Block 4, and the Southern 17.57 feet of Lot 1, Block 2, NORTH COLUMBIA SUBDIVISION, according to the official plat thereof on file in the office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at the Southeast corner of Lot 13, Block 4, NORTH COLUMBIA SUBDIVISION, a subdivision being a part of the Southeast quarter of Section 12, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56'40" West, 144.375 feet; thence North 0°01'42" West, 67.57 feet; thence North 89°56'40" East, 144.375 feet; thence South 0°01'42" East, 67.57 feet to the point of beginning.

Tax Id No.: 15-12-431-010