

This instrument prepared by,
and after recording, return to:

Gibson, Dunn & Crutcher LLP
2029 Century Park East, Suite 4000
Los Angeles, CA 90067
Attention: Stuart A. Graiwer, Esq.

406591

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

THIS MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this “**Memorandum**”) is entered into as of February 26, 2025 by and between Franks Investment Company, L.L.C., a Louisiana limited liability company (“**Seller**”), having an address of 1312 N. Hearne, Shreveport, Louisiana 71107, and SAC III Acquisition Co., LLC, a Delaware limited liability company (“**Buyer**”), having an address of 1700 Broadway Suite 1750, Denver, CO 80290, who hereby agree as follows:

1. Buyer and Seller have entered into that certain Purchase and Sale Agreement, dated as of December 6, 2024 (the “**PSA**”), for the sale and purchase of certain real property located in the Parish of Caddo, State of Louisiana, as more fully described in Exhibit A attached hereto and incorporated herein by this reference (the “**Real Property**”), together with certain Improvements and personal property thereon, if any, and with respect thereto, all as more particularly described in, and pursuant to the terms of, the PSA.

2. This Memorandum shall be recorded among land records of Caddo Parish, Louisiana (the “**Land Records**”) and is intended to provide record and constructive notice of the PSA to all persons and entities. This Memorandum does not describe or refer to all of the terms or conditions contained in the PSA, nor is this Memorandum intended to modify, amend or vary any of the terms or conditions set forth in the PSA. Nothing set forth herein shall be deemed to enlarge, detract from, or otherwise affect the rights, privileges, duties and obligations of Seller and Buyer under the PSA. This Memorandum has been prepared solely for the purpose of recordation and in no way modifies any provision of the PSA. In the event any provision of this Memorandum is inconsistent with any provision of the PSA, the PSA shall prevail.

3. This Memorandum shall expire and terminate on the first to occur of (i) the date upon which Buyer acquires fee ownership of the Property, (ii) the date on which the PSA is terminated pursuant to the terms of the PSA, or (iii) the date on which a release of this Memorandum executed by Buyer and Seller is recorded among the Land Records.

4. This Memorandum may be signed in counterparts, each of which shall be deemed to be an original.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Memorandum as of the date first above written.

SELLER:

FRANKS INVESTMENT COMPANY, L.L.C.,
a Louisiana limited liability company

By: 

Name: Bobby E. Jelks

Title: Manager

STATE OF LOUISIANA

PARISH OF BOSSIER

On this 7th day of February, 2025, before me, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared:

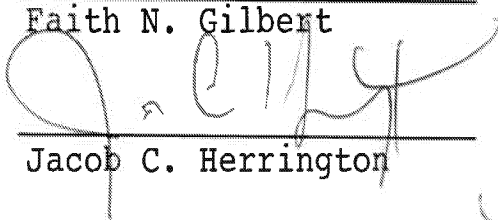
Bobby E. Jelks

who, after being duly sworn, declared that he is the Manager of FRANKS INVESTMENT COMPANY, L.L.C., and that he was authorized to and signed the foregoing instrument on behalf of FRANKS INVESTMENT COMPANY, L.L.C., for the purposes described therein.

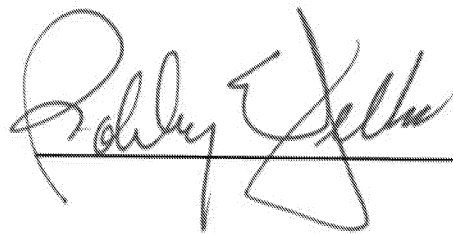
WITNESSES:

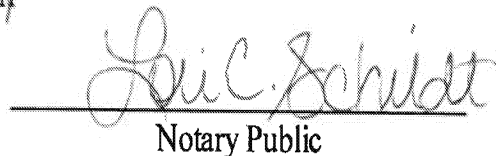


Faith N. Gilbert



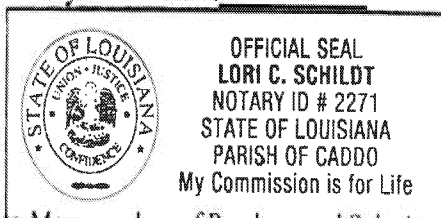
Jacob C. Herrington




Notary Public

Print Name: Lori C. Schildt

Notary/Bar Roll #: 2271



BUYER:

SAC III ACQUISITION CO., LLC,
a Delaware limited liability company

By: _____

Name: Timothy Kuester

Title: Chief Legal & Administrative Officer

STATE OF COLORADO

§

§

COUNTY OF DENVER

§

The foregoing instrument was acknowledged before me on February 16th,
20 25, by Timothy Kuester, the Chief Legal & Administrative Officer of SAC III
ACQUISITION CO., LLC, a Delaware limited liability company, on behalf of such limited
liability company.

Elizabeth Cima

Notary Public - State of Colorado

ELIZABETH CIMA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134005525
MY COMMISSION EXPIRES JUNE 27, 2025

[END OF SIGNATURES]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land located in the SE/4 of Section 16, Township 17 North, Range 15 West and most of that portion of the E/2 of Section 21, Township 17 North, Range 15 West lying North of U.S. Highway 80 in Caddo Parish, Louisiana, said tract described more fully as follows:

Beginning at the common corner of Sections 15, 16, 21 and 22 of Township 17 North, Range 15 West that is marked by a found 2" pipe;

Thence North 89° 38' 37" West a distance of 49.80 feet to a found 1" pipe;

Thence South 1° 03' 20" West a distance of 1792.15 feet to a found 2" pipe (said line being the West line of a road dedication recorded in Book 1200, Page 71, Records of Caddo Parish, Louisiana, also said line is parallel and 50' from the East line of said Section 21);

Thence South 84° 12' 54" West along the North line of Company Stores Commercial Subdivision recorded in Book 2050, Page 249, Records of Caddo Parish, Louisiana, a distance of 805.93 feet;

Thence South 1° 03' 20" West along the West line of Company Stores Commercial Subdivision a distance of 547.34 feet;

Thence North 88° 56' 40" West a distance of 978.85 feet;

Thence South 1° 06' 09" West a distance of 986.99 feet to the North right-of-way of U.S. Highway 80;

Thence South 84° 06' 29" West along the North right-of-way of U.S. Highway 80 a distance of 509.55 feet to the East right-of-way line of Resilient Way as recorded in Book 9050, Page 202 of the records of Caddo Parish, Louisiana;

Thence North 1° 11' 37" East along the East right-of-way line of Resilient Way a distance of 3489.53 feet;

Thence continue along said East right-of-way North 1° 17' 30" East a distance of 257.11 feet to a curve to the right (radius 230.00 feet, chord bearing North 46° 14' 40" East a distance of 325.00 feet) thence along the curve a distance of 360.09 feet;

Thence continue along said right-of-way South 88° 48' 10" East a distance of 348.27 feet;

Thence continue along said right-of-way North 1° 11' 50" East a distance of 140.00 feet to the Southeast corner of Lot 1, Resilient Technology Park, Unit 1;

Thence North 1° 17' 30" East along said East line of Lot 1 a distance of 2009.33 feet to the North line of the Southeast Quarter of said Section 16;

Thence South $88^{\circ} 57' 23''$ East along said North line of the Southeast quarter a distance of 1745.47 feet to the East Quarter corner of Section 16;

Thence South $1^{\circ} 12' 23''$ West along said East line of Section 16 a distance of 2639.77 feet to the point of beginning. And Lot 1000, Resilient Technology Park Unit No.1 as recorded in Book 9050, Page 202 of the records of Caddo Parish, Louisiana. Containing **254.79 acres**, calculated by the above courses and distances which were made in accordance with Louisiana "Standards of Practice" for a Class "C" Survey.