

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.

Mike Spence
CADDO PARISH CLERK OF COURT
Inst # 3026939 CO
Recorded On: 10/14/2025 2:25 PM
Number of Pages: 7
Felicia Gilliam
DEPUTY CLERK

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

THIS MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this “**Memorandum**”) is entered into as of October 13, 2025, by and between Judith Lee Price Waskom, Executrix for the Estate of John Bascom Waskom, IV (“**JLP**”); Anne Waskom Felty (“**AWF**”); and the Shirley Kessler Waskom Rollins Trust (“**SKW**”, and together with JLP and AWF, each individually and/or collectively as context requires, jointly and severally, “**Seller**”), and SAC III Acquisition Co., LLC, a Delaware limited liability company (“**Buyer**”), who hereby agree as follows:

1. Buyer and Seller have entered into that certain Purchase and Sale Agreement, dated as of March 7, 2025 (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]

BUYER:

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

By: [Signature]

Name: Timothy Kuester

Title: Chief Legal & Administrative Officer

STATE OF COLORADO

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§

COUNTY OF DENVER

§

The foregoing instrument was acknowledged before me on March 20th,
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.

[Signature]
Notary Public - State of Colorado

[END OF SIGNATURES]

HALEY GALE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254008346
MY COMMISSION EXPIRES 02/28/2029

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

SELLER:

Judith Lee Price Waskom, Executrix for the Estate
of John Bascom Waskom, IV

By: Judith Lee Price Waskom

STATE OF MISSISSIPPI

§
§
§

COUNTY OF HINDS

The foregoing instrument was acknowledged before me on October 7,
2025, by Judith Price Waskom, the _____ of _____, a(n)
_____, on behalf of such _____.

Kristi McCarty
Notary Public - State of MS



Anne Waskom Felty

By: _____

STATE OF [_____]

§
§
§

COUNTY OF [_____]

The foregoing instrument was acknowledged before me on _____,
20____, by _____, the _____ of _____, a(n)
_____, on behalf of such _____.

Notary Public - State of [_____]

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:

Judith Lee Price Waskom,
Executrix for the Estate of John
Bascom Waskom, IV

By:

STATE OF [] §

§
COUNTY OF [] §

The foregoing instrument was acknowledged before me on _____, 20____, by _____, the
_____ of _____, a(n)
_____, on behalf of such
_____.

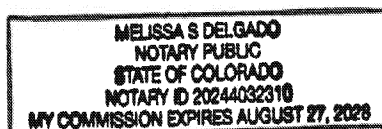
Notary Public State of []

Anne Waskom Felty

By: *Anne Waskom Felty*

STATE OF [Colorado] §

§
COUNTY OF [La Plata] §



The foregoing instrument was acknowledged before me on March 24th, 2025, by Anne Waskom Felty, the
_____ of _____, a(n)

Shirley Kessler Waskom Rollins Trust

By: Cynthia Jane Waskom

By: _____

STATE OF [Colorado]

§

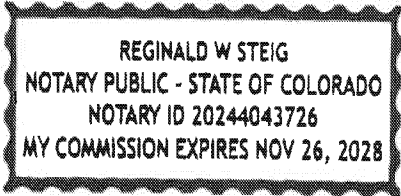
§

COUNTY OF [Chaffee]

§

The foregoing instrument was acknowledged before me on 26 of September,
20 19, by Cynthia Waskom, the trustee of Shirley Kessler Waskom, a(n)
Irrevocable Trust, on behalf of such interests trust

Reginald W Steig
Notary Public - State of [CO]



Shirley Kessler Waskom Rollins Trust

By: _____

By: Susan Waskom Long

STATE OF [TEXAS]

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COUNTY OF [Dallas]

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The foregoing instrument was acknowledged before me on August 18,
20 25, by Susan Waskom Long, the TRUSTEE of Shirley K. Rollins Trust, a(n)
Trust Estate, on behalf of such Shirley Rollins

[Signature]
Notary Public State of [TX]

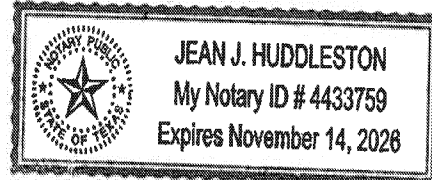


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

307.81 ACS. M/L - W/2 OF SEC. 29(19-16), LESS R.R. R/W, 191629-0-4

248.14 ACS. FRL. SEC 30, LESS W. 208.71 FT OF S. 521.8 FT, LESS HWY R/W & RR R/W
& LESS 10.00
ACRES DES, IN C.B. 1274-427, 191630-0-4