

PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

OFFER TO PURCHASE COMMERCIAL OR MULTI-FAMILY PROPERTY

"REFERENCE DATE": 22nd day of January, 2025

"SELLER": CJA Lindquist Inc.

With Notices to be given at: Street Address 3408 Washington Blvd.

City, State, Zip Code Ogden, Utah 84401

Fax, Email gage0505@msn.com

"BUYER": Weber County Corp.

With Notices to be given at: Street Address 2380 Washington Blvd

City, State, Zip Code Ogden, UT 84401

Fax, Email gfrocrer@WeberCountyUtah.gov

"PROPERTY": Name/General Description:

Address: 496 24th Street

City: Ogden County: Weber Utah, Zip: 84401

County Tax Parcel #: 01-027-0025 See attached legal as per LOI

Source of legal description (check applicable box):

TITLE COMMITMENT (See Section 8(a))

SURVEY (See Survey Addendum, if applicable)

The Property also includes certain rights and interests described in Section 2.

"DEED": General Warranty Deed Special Warranty Deed Other _____

"TITLE POLICY": Standard Coverage Extended Coverage

"PURCHASE PRICE": \$4,000,000

"EARNEST MONEY DEPOSIT": \$10,000 in the form of: Wire Transfer Buyer's Check to be deposited with Buyer's Brokerage Title Company/Escrow Agent Other Secure Land Title Co.. Buyer agrees to deliver the Earnest Money Deposit no later than five (5) Business Days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than five (5) Business Days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) 02/15/2025

"DUE DILIGENCE DEADLINE": (Date) 05/15/2025

"SETTLEMENT DEADLINE": (Date) 08/15/2025

"SELLER'S AGENT / BROKERAGE": NA

"BUYER'S AGENT / BROKERAGE": NA

"TITLE COMPANY/ESCROW AGENT": Wayne Russell

"MEDIATION": Seller and Buyer DO DO NOT elect to mediate in accordance with the provisions of Section 15.

ADDITIONAL TERMS: There **ARE** **ARE NOT** addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "Addendum" or collectively, the "Addenda") are incorporated into this PSA by this reference:

Seller Financing Financing Contingency ALTA Survey Assumption of Financing
 Other Addendum

OFFER TO PURCHASE

1. **OFFER TO PURCHASE.** Buyer offers to purchase the Property from Seller for the Purchase Price and otherwise upon the terms and subject to the conditions set forth in this PSA. Certain capitalized terms used in this PSA are defined in Section 27.
2. **PROPERTY.** Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all non-trade fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.
3. **PAYMENT OF PURCHASE PRICE.** Unless the Loan Assumption Addendum or the Seller Financing Addendum is part of this PSA, the Purchase Price and all other sums shall be paid by federal funds wire transfer or other collected funds at the Closing.
4. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing.
 - 4.1 **Settlement.** "Settlement" shall be deemed to have occurred only when all of the following have been fully completed: (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent; and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, collected rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement unless otherwise agreed to in a settlement statement or other writing executed by the Parties. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement.
 - 4.2 **Closing.** "Closing" means consummation of the transaction contemplated by this PSA and shall be deemed to have occurred only when: (a) Settlement has occurred; (b) the proceeds of any new loan have been delivered by the lender to the Escrow Agent; and (c) the applicable Closing documents have been recorded in the Official Records of the County Recorder of the County in which the Property is located. If a lender is funding a portion of the Purchase Price, loan proceeds must be delivered to Escrow Agent not later than the end of the fifth (5th) Business Day following completion of Settlement or Buyer shall be in default.
5. **POSSESSION.** Seller shall deliver physical possession of the Property to Buyer within twenty-four (24) hours following Closing or at such other date and time as is specified in an Addendum.
6. **CONFIRMATION OF BROKERAGE FEES AND AGENCY DISCLOSURE.** Buyer and Seller each acknowledge prior receipt of written agency disclosure provided by their respective Agents that has disclosed the agency relationships that are confirmed in the Fundamental Terms. Buyer and Seller further acknowledge that brokerage fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. If an Agent or Brokerage represents both Seller and Buyer, then he, she or it shall constitute a Limited Agent as defined in applicable regulations of the Utah Division of Real Estate.
7. **DEED AND TITLE INSURANCE.**
 - 7.1 **Deed.** Seller will convey title to Buyer at Closing by statutory form of Deed specified in the Fundamental Terms. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions (defined below); (b) any lease or property management agreement timely disclosed to Buyer pursuant to Section 8 below and not objected to by Buyer prior to the Due Diligence Deadline; and (c) any title exception arising by, through or under Buyer.
 - 7.2 **Title Policy.** At Settlement, Seller agrees to pay for the Title Policy specified in the Fundamental Terms, in the amount of the Purchase Price insuring title to the Property to Buyer subject only to the Permitted Exceptions (the "Title Policy"). Buyer, at its sole option, cost and expense, may elect to obtain additional coverage or additional specific endorsements.
8. **SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following, to the extent they are within the possession or control of Seller, and at Seller's sole cost and expense (the "Seller Disclosures"):
 - (a) a title commitment (the "Title Commitment") from a title company selected by Seller (the "Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;
 - (b) a Seller property condition disclosure for the Property signed and dated by Seller;

- (c) a true and correct copy of all management agreements and contracts affecting the Property;
- (d) all copies in Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which Seller is aware but that are not in Seller's possession;
- (e) all copies of written notices relating to a violation of Applicable Law including, without limitation, Environmental Law and laws relating to land use, zoning or compliance with building codes;
- (f) evidence of any water rights and/or water shares used in connection with the Property;
- (g) all other documents described as Seller's Disclosures in any Addenda or Counteroffers to this PSA;
- (h) a true and correct copy of all leases and rental agreements now in effect with regard to the Property (the "Leases"), together with a current rent roll (the "Rent Roll"), each certified as correct and complete by Seller; and
- (i) operating statements of the Property for its last three full fiscal years of operation plus the current fiscal year through the last day of the month prior to the Effective Date, certified as correct and complete by the Seller or by an independent certified public accountant (the "Operating Statements").
- (j) To the Knowledge of Seller, there are no material defects or deficiencies in the design, construction, fabrication, manufacture or installation of the improvements to the Property or any part thereof or any system, element or component thereof, and all systems elements and components of the Property (including all machinery, fixtures and equipment, the roof, foundation and structural elements, and the elevator, mechanical, electrical and life safety systems) are in good working order and repair and sound operating condition in all material respects except for normal wear and tear.

9. BUYER'S DUE DILIGENCE AND RIGHT TO CANCEL. No later than the Due Diligence Deadline, Buyer, at its sole cost and expense, shall: (a) conduct such Due Diligence as it deems necessary and appropriate; and (b) determine if the results of its Due Diligence are acceptable. The Due Diligence Deadline is subject to extension as set forth in any Addendum attached hereto. If, prior to Closing, the Title Company issues a supplemental or amended title report showing additional title exceptions (the "Amended Title Commitment"), Due Diligence Deadline shall be extended five (5) Business Days from the date of Buyer's receipt of such Amended Title Commitment.

9.1 Title and Survey Matters. In conducting its due diligence prior to the Due Diligence Deadline, Buyer may review the Title Commitment, Survey and all other Seller Disclosures as referenced in Section 8. Seller agrees to cooperate with Buyer in connection with Buyer's Due Diligence investigation by providing additional information or documentation reasonably requested by Buyer.

(a) **Removal of Monetary Liens.** Notwithstanding anything in this PSA to the contrary, unless specifically set forth in an Addendum or Counteroffer, Seller covenants and agrees that all Monetary Liens shall be removed by Seller at Closing or insured against by the Title Insurer at Seller's sole cost and expense, regardless of whether Buyer has objected to such Monetary Lien(s). This provision will survive Closing.

(b) **Permitted Exceptions.** Those matters reflected in the Title Commitment to which Buyer does not object or agrees to waive following objection; provided however that Permitted Exceptions does not include (i) delinquent taxes or assessments, or (ii) deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens, and other liens or monetary encumbrances placed on or against the Property.

9.2 Inspection. In conducting its Due Diligence prior to the Due Diligence Deadline, and at any time thereafter until Settlement, Buyer may, upon reasonable notice and at reasonable times, conduct inspections, appraisals and for tests on the Property. Buyer shall enter to conduct such inspections and tests on the Property only during reasonable hours and with reasonable prior notice to Seller. Seller shall have the right to accompany Buyer and any of its agents on the Property at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of Seller and its tenants, and Buyer shall indemnify, hold harmless and defend Seller, its tenants and their employees, invitees and guests from and against any and all liabilities, claims, actions or damages (including reasonable attorneys' fees and court costs) which arise from, are caused by, or are in any manner connected with Buyer's Due Diligence and caused by or arising from the actions of Buyer, including, without limitation, claims for payment for inspection services, claims for mechanic's liens, claims for physical damage to the Property and claims arising from personal injury.

9.3 Buyer's Right to Cancel or Resolve Objections.

(a) **Right to Cancel or Object.** If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are not acceptable, then, not later than the Due Diligence Deadline, Buyer shall either: (a) cancel this PSA by providing written notice to Seller, in which event the Earnest Money Deposit shall be released to Buyer; or (b) provide to Seller one or more written notices setting forth Buyer's objections in reasonable detail (the "Objections").

(b) **Failure to Respond.** If Buyer does not timely take either of the actions described in Section 9.3, then the results of the Buyer's Due Diligence shall be deemed approved by Buyer, all Objections which Buyer could have asserted shall be deemed waived by Buyer and, unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money Deposit shall become nonrefundable except in the event of Seller's default.

(c) **Response by Seller.** If Buyer timely provides Objections to Seller, Buyer and Seller shall have five (5) Business Days after Seller's receipt of the Objections (the "Response Period") in which to agree in writing upon the manner of resolving the Objections. Seller may, but shall not be required to, resolve the Objections. If Buyer and Seller have not agreed in writing upon the manner of resolving the Objections prior to the expiration of the Response Period, Buyer may

cancel this PSA by delivering written notice to Seller not later than five (5) Business Days after the end of the Response Period (the "Termination Date"); whereupon the Earnest Money Deposit shall be released to Buyer and neither Party shall have any further rights, obligations or liabilities under this PSA except as expressly set forth herein. If this PSA is not canceled by Buyer under this Section, the Objections shall be deemed waived by Buyer and the Earnest Money Deposit shall become nonrefundable except upon Seller's default. If the Response Period extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) Business Days following the extended Termination Date. If the Termination Date extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) Business Days following such Termination Date.

9.4 Estoppel Certificates. For a Commercial Property involving commercial leases, Seller shall deliver to Buyer, not less than five (5) Business Days prior to the Closing Date, in form reasonably required by Buyer or its secured lender, or in the form required by the applicable Leases, executed estoppel agreements from all tenants of the Property except as set forth in an Addendum attached hereto. If Seller cannot cause the required tenants to execute estoppel agreements in a form reasonably acceptable to Buyer and to Buyer's lender at least five (5) Business Days prior to the Settlement Date, Buyer may, at its sole discretion, extend the Settlement Deadline for up to thirty (30) Business Days to allow Seller additional time to obtain the required estoppel certificates. If Seller does not obtain the required estoppel agreements, Buyer may terminate the PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer, and no Party shall have any further rights, obligations, or liabilities under the PSA except as expressly set forth in the PSA. If Buyer does not timely terminate the PSA, then Buyer shall be deemed to have waived the provisions of this Section.

- 10. SELLER REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants that the following statements are true and complete as of the Effective Date and shall be true and complete as of the Settlement and Closing. The following representations and warranties shall survive the date of Closing for one (1) year, and shall terminate and be null and void if or to the extent a legal action has not been filed in a court of competent jurisdiction prior to the expiration of such one (1) year period:
- (a) there is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to Seller's knowledge, threatened against Seller and/or the Property which may adversely affect the transaction contemplated by this PSA;
 - (b) all work which has been or will be performed in, on or about the Property, or materials furnished to the Property which might in any circumstances give rise to a mechanic's or materialman's lien (other than relating to work performed by Buyer), will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained;
 - (c) Seller has not received any written notice or citation indicating that the Property is in material violation of Applicable Law;
 - (d) to Seller's knowledge, the consummation of the transactions contemplated by this PSA and the compliance by Seller with the terms of this PSA do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Seller is a party or by which Seller or the Property is bound; and
 - (e) Seller is not a "foreign person" as that term is defined in Code Section 1445 and shall deposit with Escrow Agent at or prior to Settlement, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined.
 - (f) except as set forth in writing, upon delivery and to Seller's knowledge, all copies Seller provides to Buyer under Section 8 above are true and correct copies of the originals or copies within Seller's possession.
 - (g) to the Knowledge of Seller, the Property is in compliance with all Applicable Law.
 - (h) to the Knowledge of Seller and except as disclosed by environmental reports provided to Buyer, no Hazardous Material is present in, on or under the Property or any nearby real property which could migrate to the Property. Seller has not used the Property or any part thereof, and to its Knowledge no other Person has used the Property or any part thereof, for the production, processing, manufacture, generation, treatment, handling, storage, transportation or disposal of Hazardous Material while the Property has been owned by Seller;
 - (i) except as disclosed by Seller in writing: (i) the Leases and all information shown in the Rent Roll will be and is accurate and complete; (ii) the Leases are in full force and effect and all rent is accruing without offset or deduction; (iii) there are no Persons leasing or, to the Knowledge of Seller, occupying the Property except the tenants described in the Rent Roll; (iv) the Leases have not been amended or modified except as stated in the Rent Roll; (v) no monthly rent has been paid more than one (1) month in advance and no security deposit or prepaid rent has been paid except as stated in the Rent Roll; (vi) no tenant is entitled to interest on any security deposit; (vii) the tenants have accepted possession of their respective premises and all improvements and construction required to be performed by the landlord under the Leases have been completed; (viii) no event has occurred and no condition now exists which, with or without notice or the passage of time, or both, would constitute a material breach or a default by the landlord or, to the Knowledge of Seller, by any tenant; (ix) no money is owed or will become owing to any tenant for improvements or otherwise under the Leases; and (x) there are no leasing commissions or other commissions, fees or compensation presently owed or which will become due and payable under any of the Leases or which could become due and payable in the future upon the exercise of any right or option contained in any of the Leases; and
 - (j) the Operating Statements delivered to Buyer are correct and complete in all material respects and accurately show and fairly present all income and expenses of the Property for the periods indicated in all material respects, subject to

customary and consistent year-end adjustments.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Except as expressly set forth in this PSA or in an Addendum or Counteroffer: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS, WHERE IS, AND WITH ALL FAULTS " and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES PENDING CLOSING. Between the Effective Date and the date of Closing, and except as and to the extent otherwise permitted by an Addendum hereto, Seller shall:

(i) comply with all Applicable Law;

(ii) continue and maintain all current casualty and liability insurance policies on the Property;

(iii) manage, operate, maintain and repair the Property in the ordinary course of business in accordance with sound property management practice and in good repair and working order and condition; and,

(iv) keep in force property insurance covering all buildings, structures, improvements, machinery, fixtures and equipment included in the Property insuring against all risks of physical loss or damage, subject to standard exclusions, in an amount equal to the actual replacement cost (without deduction for depreciation) of such buildings, structures, improvements, machinery, fixtures and equipment.

During such period Seller shall not:

(i) create or suffer to be created any further Monetary Lien against the Property;

(ii) make any substantial alterations or improvements to the Property; or,

(iii) except for the usage and storage of normal and customary amounts of Hazardous Material found in cleaning and maintenance supplies stored and used in compliance with Environmental Law, shall not use, produce, process, manufacture, generate, treat, handle, store, release or dispose of any Hazardous Material in, on or under the Property.

12.1 Leasing Matters. Between the effective Date and the date of Closing, and except as and to the extent otherwise permitted by an addendum hereto. Seller shall provide Buyer with copies of any and all proposed Leases, Lease renewals, Lease modifications and Lease amendments which Seller proposes to execute. Buyer shall have no approval rights with respect to proposed Leases, Lease renewals, Lease modifications and Lease amendments until after the Due Diligence Deadline. From and after the Due Diligence Deadline, Seller will not enter into any new Lease relating to the Property, or any renewal, modification or amendment of any currently existing Leases, without first obtaining Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Unless the Parties otherwise agree in writing; any brokerage commission payable with respect to a new Lease, a Lease modification and/or Lease amendment executed after the Due Diligence Deadline shall be paid by Buyer; and all tenant improvements required under any Lease (and/or Lease modification and/or amendments) executed after the Due Diligence Deadline shall be completed at Buyer's sole cost and expense.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a legal entity rather than an individual, each Person executing and delivering this PSA or any Addendum or Counteroffer for it unconditionally and irrevocably warrants his or her authority to do so and to bind Buyer or Seller. Each of Seller and Buyer further warrant that the execution and delivery of this PSA by it has been duly and validly authorized, and all requisite actions have been taken to make this PSA valid, binding and enforceable upon it.

14. COMPLETE CONTRACT. This PSA together with any attached Addendum and Counteroffer, exhibit, and Seller Disclosures, constitutes the entire agreement between the Parties regarding the purchase and sale of the Property and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the Parties. This PSA cannot be changed except by written agreement of the Parties. Subject to the limitations on assignment expressly set forth in any Addendum or Counteroffer, this PSA shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors and assigns.

15. MEDIATION. If the Parties have elected to mediate by checking the appropriate box in the Fundamental Terms, any dispute relating to this PSA that arises prior to or after Closing shall first be submitted to mediation. Mediation is a process in which the Parties meet with an impartial Person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The Parties to the dispute must agree in writing before any settlement is binding. The Parties

will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) days from the date written notice requesting mediation is sent by one Party to all other Parties. If mediation fails, the other procedures, rights and remedies available to the Parties under this PSA shall apply. Nothing in this Section shall prohibit any Party from seeking emergency equitable relief pending mediation including, without limitation, an injunction.

16. DEFAULT. In the event of a default by Buyer, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this PSA by written notice to Buyer, in which event the Earnest Money Deposit shall be paid to Seller as liquidated damages. In the event of a default by Seller, Buyer shall be entitled, at its option: (a) to terminate this PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer and Buyer shall be entitled to and agrees to accept from Seller, a sum equal to the Earnest Money Deposit as liquidated damages; (b) to enforce Seller's obligations under this PSA by a suit for specific performance; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. Upon termination of this PSA by either Party, no Party shall have any further rights, obligations, or liabilities hereunder except as expressly set forth in this PSA. The Parties acknowledge and agree that the actual damages upon default are uncertain in amount and difficult to ascertain, and that the amount of liquidated damages specified in this Section was reasonably determined.

17. ATTORNEYS' FEES AND COSTS. In the event of litigation or binding arbitration arising out of this PSA, the prevailing Party shall be entitled to costs and reasonable attorneys' fees. Attorneys' fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. All notices required under this PSA must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party, the other Party's Agent or the other Party's Brokerage no later than the applicable date referenced in this PSA. Notices may be hand delivered, faxed, emailed, delivered by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. If a notice is sent by electronic transmission, the burden of proving receipt will be on the sender.

19. ABROGATION. Except for the provisions of Sections 5, 7, 9.2, 14 and 15 and any other provisions of this PSA which expressly survive the termination of this PSA, the provisions of this PSA shall not be enforceable after Closing.

20. RISK OF LOSS; EMINENT DOMAIN. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing. In the event of any destruction exceeding five percent (5%) of the Purchase Price or any taking or commencement of a taking by any governmental agency of a material portion of the Property, Buyer may, at Buyer's sole discretion, terminate this PSA by written notice to Seller within ten (10) days of notice of the commencement of taking or event of destruction, in which event all the Earnest Money Deposit, together with any interest accrued thereon, shall be promptly refunded to Buyer. If Buyer does not terminate this PSA, the insurance or condemnation proceeds, or right to collect the same, shall be paid or assigned to Buyer at Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this PSA, and any extension of the time for performance of any obligation or satisfaction of any condition must be agreed to in writing by all Parties. Unless otherwise explicitly stated in this PSA: performance under this PSA which references a date shall absolutely be required by 5:00 P.M. Mountain Time on the stated date. Business Days shall be counted (beginning on the day following the event which triggers the timing requirement (i.e., delivery of a specified notice, etc.). If the date for performance falls, or the deadline expires on a day which is not a Business Day, performance shall be required or the deadline shall expire on the next Business Day thereafter. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and other Persons which are not Parties, except as otherwise agreed to in writing by such Persons.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Facsimile (fax) or Email transmissions of a signed copy of this PSA, any Addenda and Counteroffers thereto, and the retransmission of any signed fax or Email shall be the same as delivery of an original, subject to confirmation of receipt by the other party hereto. This PSA and any Addenda and Counteroffers thereto may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) delivers to the other Party or to the other Party's Agent or Brokerage written acceptance of the offer or counteroffer by hand delivery, fax, email, delivery by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. The burden of proving delivery will be on the sender.

24. DEADLINES. Buyer and Seller agree that Seller Disclosure Deadline, the Due Diligence Deadline and Settlement Deadline are as set forth in the Fundamental Terms, as modified by any Addendum hereto.

25. TAX DEFERRED EXCHANGE. Each Party shall cooperate with the other Party in effecting a tax deferred exchange under the I.R.S. Code; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange will be at no additional liability and cost to the other Party; (b) the exchange will not delay Settlement or Closing; and

(c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. Except in cases of Default by a non-exchanging party, the exchanging Party hereby indemnifies and agrees to defend and hold the other Party harmless from and against any and all claims, demands, costs and expenses which the other Party may sustain or incur resulting from the attempt by the exchanging Party to consummate the sale or acquisition of the Property as a tax deferred exchange.

26. **JOINT PREPARATION.** The provisions of this PSA have been negotiated by all Parties hereto and should therefore not be interpreted or construed in favor of or with prejudice against any particular Party, but in accordance with the general tenor of the language used.

27. **DEFINITIONS.** Certain capitalized terms previously used in this PSA are defined above. In addition to those capitalized terms, the following capitalized terms shall have the following meanings:

"Agent" means Buyer's Agent or Seller's Agent, as applicable.

"Applicable Law" shall mean and include any and all laws, rules, regulations or ordinances of any governmental authority having jurisdiction over a specified matter, as the same may be in effect from time to time, including, without limitation, any Environmental Law.

"Brokerage" means Buyer's Brokerage or Seller's Brokerage, as applicable.

"Business Day" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks in Utah are authorized by federal law to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

"Counteroffer" means a Counteroffer signed by the Party making the Counteroffer to this PSA, and which Counteroffer will be attached to this PSA as an addendum.

"Deed" means the form of Deed checked in the appropriate box on page 1 of this PSA in the Fundamental Terms.

"Due Diligence" means such investigations of and tests on or regarding the Property as Buyer deems necessary and appropriate.

"Effective Date" means the date both Seller and Buyer have executed this PSA and accepted Counteroffers and Addenda, as applicable.

"Environmental Law" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals from the Property to air, water, soil, or groundwater, or relating to the withdrawal or use of groundwater, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, disposal, storage, or management of Hazardous Materials or relating to the transportation, storage, disposal, or management, including, without limitation, the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

"Fundamental Terms" means the Fundamental Terms of Offer to Purchase set forth on page 1 of this PSA as modified by an accepted Counteroffer or Addendum.

"Hazardous Material" shall mean and include, without limitation: (a) those substances included within the definitions of "hazardous substances" and "hazardous waste" in any Environmental Law; and (b) any material, waste, or substance which is or contains asbestos, polychlorinated biphenyls, petroleum and its derivative by-products, and other explosive or radioactive materials.

"Knowledge" means the actual knowledge of a Party and imposes a duty to investigate the applicable files and records but without a duty of further inquiry. The knowledge of a specific person may be set forth in an Addendum, if desired.

"Lease" shall have the meaning set forth in Section 8(h).

"Monetary Liens" means each of the following to the extent arising by, through or under Seller: judgment liens, mortgages, deeds of trust, mechanic's liens, pre-construction liens, liens that secure the payment of money or credit, and liens or charges for delinquent taxes.

"Operating Statements" shall have the meaning set forth in Section 8(i).

"Parties" means Seller and Buyer.

"Party" means Seller or Buyer.

"Permitted Exception" has the meaning set forth in Section 9.1(b).

"Person" means any natural individual human, any legal entity, a trust or the trustees of a trust acting in such capacity.

"Reference Date" means the date set forth in the Fundamental Terms on which the offer was prepared.

"Title Commitment" means a commitment issued by the Title Insurer for the Title Policy insuring the Owner's title in the Property in the full amount of the Purchase Price.

"Title Policy" means a standard 2006 ALTA Owner's Policy of Title Insurance issued by the Title Insurer.

OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept and deliver an acceptance of this Offer by 5:00 P.M. Mountain Time on 01/27/2025, this Offer shall lapse, and the Buyer's Brokerage or Escrow Agent, as applicable, shall return the Earnest Money Deposit to Buyer.

If Buyer is an individual or individuals:

[Signature]
(Signature of Buyer)

Sharon Bolos
(Print Name of Buyer)

1/22/25
(Date)

[Signature]
(Signature of Buyer)

Gaye Forever
(Print Name of Buyer)

1/22/25
(Date)

If Buyer is an entity:

Weber County Corp.
(Print Name of Entity)

1/22/25
(Date)

Utah Corp.
(State of Formation and Type of Entity)

By: [Signature]
(Signature of Authorized Signer)

Name: Sharon Bolos
(Print Name of Authorized Signer)

Its: Commission Chair
(Print Position of Signer)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Addendum No. _____.

REJECTION

If Seller is an individual or individuals:

John E. Lindquist JOHN E. LINDQUIST 1/28/15
(Signature of Seller) (Print Name of Seller) (Date)

(Signature of Seller) (Print Name of Seller) (Date)

If Seller is an entity:

(Print Name of Entity) (Date)

(State of Formation and Type of Entity)

By: _____
(Signature of Authorized Signer)

Name: _____
(Print Name of Authorized Signer)

Its: _____
(Print Position of Signer)

Copyright © 2017, CCIM Utah. All rights reserved. Permission is granted to use it, but not to change it. If you have concerns about the veracity of the copy with which you are working, go to <http://www.utahccimchapter.com/forms>, where an original version of the form is available.

EARNEST MONEY RECEIPT
(to be used if requested by Buyer or Seller)

The Buyer's Brokerage or Escrow Agent, as applicable, acknowledges receipt of the Earnest Money Deposit in the amount of \$ 10,000.

1/22/25
(Date)

Secure Land Title
(Print Name of Brokerage or Title Company)

By: _____
(Signature above acknowledges receipt of Earnest Money Deposit)

Name: _____
(Print Name of Signer)

Its: _____
(Print Position of Signer)

DOCUMENT RECEIPT

State law requires Brokerage or Agent to furnish Buyer and Seller with copies of this PSA bearing all signatures. This document should be made part of the closing documents and signed prior to Settlement. (Fill in applicable Section below.)

A. I acknowledge receipt of a final copy of the foregoing PSA bearing all signatures:

_____ (Signature of Buyer's Authorized Signer)	_____ (Print Name of Authorized Signer)	_____ (Date)
<u>John E Lindquist</u> (Signature of Seller's Authorized Signer)	<u>JOHN E LINDQUIST</u> (Print Name of Authorized Signer)	<u>1/22/25</u> (Date)

B. I personally caused a final copy of the foregoing PSA bearing all signatures to be faxed Emailed mailed hand delivered on _____ (Date), postage prepaid, to the Seller Buyer.

Sent/Delivered by (specify): _____

_____ (Signature)	_____ (Print Name of Signer)	_____ (Date)
----------------------	---------------------------------	-----------------



LETTER OF INTENT TO PURCHASE

November 26, 2024

To: CJA Lindquist Inc.
Attn: John Lindquist
3408 Washington Blvd.
Ogden, Utah 84401

The following are terms and conditions in which Weber County Corporation (Buyer) would desire to enter into a Real Estate Purchase Agreement with Lindquist's Ogden Mortuary (Seller)

PROPERTY: 496 24th Street, Ogden 84401
Weber County Parcel# 010270025

PART OF LOT 1 AND 10, BLOCK 31, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; RUNNING THENCE WEST 123.46 FEET; THENCE NORTH 125.80 FEET; THENCE WEST 41.65 FEET THENCE NORTH 88.70 FEET TO A POINT 3 RODS SOUTH OF THE NORTH LINE OF SAID LOT 10; THENCE EAST 165 FEET; THENCE SOUTH 214.5 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH A RIGHT-OF-WAY OVER THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 3 RODS SOUTH OF THE NORTHEAST CORNER OF SAID LOT 10; RUNNING THENCE WEST 66 FEET; THENCE NORTH 12 FEET; THENCE EAST 66 FEET; THENCE SOUTH 12 FEET TO THE PLACE OF BEGINNING. AND: PART OF LOT 9, BLOCK 31, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9; RUNNING THENCE WEST 10 RODS; THENCE NORTH 3 RODS; THENCE EAST 10 RODS; THENCE SOUTH 3 RODS TO THE PLACE OF BEGINNING. PART OF LOT 10, BLOCK 31, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10; RUNNING THENCE SOUTH 3 RODS; THENCE WEST 10 RODS; THENCE NORTH 3 RODS; THENCE EAST 10 RODS TO THE PLACE OF BEGINNING. SUBJECT, HOWEVER, TO THE RIGHT-OF-WAY MENTIONED AND DESCRIBED IN THAT CERTAIN DEED GIVEN BY Z ASTELL TO EM LIBBY SCHANCENBACK AND RECORDED IN BOOK "S" OF DEEDS, WEBER COUNTY RECORDS, PAGE 599, SAID RIGHT-OF-WAY BEING 12 FEET NORTH AND SOUTH 60 FEET EAST AND WEST ON THE SOUTH SIDE OF THE ABOVE DESCRIBED LAND.

PURCHASE PRICE: Four Million Dollars (\$4,000,000.00) County Commission

EARNEST MONEY: TBD at signing of the Real Estate Purchase Agreement Weber Center
2380 Washington Blvd.
Suite 360
Ogden, UT 84401



DUE-DILLIGENCE: 90 Days following acceptance of the Real Estate Purchase Agreement.

SETTLEMENT: The Settlement shall be 90 Days after Due-Diligence Deadline.

The Buyer shall have one option to extend the settlement deadline for an additional 60 days if required.

Seller to provide the following information

- Copies of all Environmental reports in seller's possession
- Copies of Plats including any easements or building restrictions, including Title Reports, and Alta Survey if available.
- Copies of any and all engineering reports in seller's possession.
- Copies of any building plans associated with the property.
- Copies of any studies and surveys relevant to the property.

This letter of intent is not intended to constitute an agreement that is legally binding on the parties and is not intended to be relied upon by the parties as constituting a final agreement. This letter of intent is written with the understanding that no party will be bound by any of its terms until negotiations have been concluded and a definitive Real Estate Purchase Agreement has been executed covering all of the foregoing and such additional matters as the parties deem appropriate. The undersigned contemplate that they will continue negotiations relating to the proposed transaction, but they each specifically reserve the right to terminate such negotiations, at any time with or without cause. Neither the expenditure of funds by either party nor the undertaking of any action to investigate or negotiate the purchase of the property will be regarded as the partial performance of a binding Agreement or entitle the party expending funds or taking action to any right to assert claims (whether under a theory of promissory estoppel or otherwise) for reimbursement or damages against the other party.

Please return this form signed within 10 business days of the date of this letter.

AGREED AND ACCEPTED:

Buyer: Weber County

Seller: CJA Lindquist Inc.

By: _____

By: J. Lindquist

County Commission

Date: 11/25/24

Date: 11/27/2024

Weber Center
2380 Washington Blvd.
Suite 360
Ogden, UT 84401

James H. "Jim" Harvey
Commissioner

Gage Froerer
Commissioner

Sharon A. Bolos
Commissioner

(801) 399-8406

ADDENDUM/COUNTEROFFER NO. 1 TO PURCHASE AGREEMENT

ADDENDUM [X] COUNTEROFFER [] to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of January 22, 2025, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property: 496 24th Street, Ogden UT

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

- 1) As per LOI dated 11/26/2024 Buyer shall have option to extend settlement to 10/15/2025 if required by buyer.
2) Earnest Money Deposit of \$10,000 shall be fully refundable to buyer until completion of due diligence period of 05/15/2025.
3) Seller to provide all information to buyer as agreed to on LOI dated Nov. 26, 2024 on or before 02/15/2025. It is understood and agreed that buyers 90 day due diligence period will commence on 02/15/2025 or upon receipt of buyers information as requested under the LOI which ever occurs later.

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on January 27, 2025 to accept or reject, and deliver, this Addendum.

[Signature]
(Signature of Authorized Signer)

Sharon Bolos
(Print Name of Authorized Signer)

1/22/25
(Date)

[Signature]
(Signature of Authorized Signer)

Grage Fruerer
(Print Name of Authorized Signer)

1/22/25
(Date)

ACCEPT / REJECTION / COUNTER OFFER

CHECK ONE

- [X] ACCEPTANCE: [X] Seller [] Buyer ACCEPTS the foregoing ADDENDUM.
[] COUNTER OFFER: [] Seller [] Buyer presents as a COUNTER OFFER the terms of attached Addendum No.
[] REJECTION: [] Seller [] Buyer REJECTS the foregoing ADDENDUM.

[Signature]
(Signature of Authorized Signer)

JOHN E. LINDQUIST
(Print Name of Authorized Signer)

1/22/25
(Date)

(Signature of Authorized Signer)

(Print Name of Authorized Signer)

(Date)

ADDENDUM/COUNTEROFFER NO. 2 TO PURCHASE AGREEMENT

ADDENDUM COUNTEROFFER to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of January 22, 2025, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property:
496 24th Street, Ogden UT 84401

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

- 1) Seller agrees to provide all documents listed in LOI that are in its possession no later than May 15, 2025.
- 2) As part of that disclosure, Seller shall notify buyer in writing of any document it is unable to access and state the reason why.
- 3) Buyer shall have until 08/15/2025 to complete due diligence.
- 4) Settlement to be on or before 11/15/2025.

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on May 13, 2025 to accept or reject, and deliver, this Addendum.

X Sharon Bolo
 (Signature of Authorized Signer)
Cage Frazer
 (Signature of Authorized Signer)

X Sharon Bolo
 (Print Name of Authorized Signer)
Cage Frazer
 (Print Name of Authorized Signer)

5/13/25
 (Date)
5/13/25
 (Date)

CHECK ONE

ACCEPT / REJECTION / COUNTER OFFER

- ACCEPTANCE: Seller Buyer ACCEPTS the foregoing ADDENDUM.
 COUNTER OFFER: Seller Buyer presents as a COUNTER OFFER the terms of attached Addendum No. ____
 REJECTION: Seller Buyer REJECTS the foregoing ADDENDUM.

John E Lindquist
 (Signature of Authorized Signer)

 (Signature of Authorized Signer)

John E Lindquist
 (Print Name of Authorized Signer)

 (Print Name of Authorized Signer)

5-9-25
 (Date)

 (Date)

Form Approved 7/12/17
 Copyright © 2017, CCIM Utah. All rights reserved. Permission is granted to use it, but not to change it. If you have concerns about the veracity of the copy with which you are working, go to <http://www.utahccimchapter.com/forms>, where an original version of the form is available.

RECEIVED 5.16.2025

LINDQUIST

MORTUARIES / CEMETERIES

JOHN E. LINDQUIST
PRESIDENT

MAIN OFFICE
3408 WASHINGTON BLVD.
OGDEN, UTAH 84401
(801) 394-6666
FAX (801) 394-1164
TOLL FREE (877)394-6667

May 15, 2025

MORTUARY CHAPELS
OGDEN
(801) 394-6666

NORTH OGDEN
(801) 782-6666

SYRACUSE
(801-776-5666

ROY
(801) 774-5666
(801-776-6666

CLEARFIELD
(801) 825-6666

LAYTON
(801) 771-6666

KAYSVILLE
(801) 546-6666

BOUNTFUL
(801) 292-5555

CEMETERY OFFICES
4500 WASHINGTON BLVD.
OGDEN, UTAH 84403
(801) 479-7000
FAX (801) 479-5121

LINDQUIST'S
WASHINGTON HEIGHTS
MEMORIAL PARK

LINDQUIST'S
MEMORIAL GARDENS
OF THE WASATCH

LINDQUIST'S
MEMORIAL PARK
AT LAYTON

Mr Gage Froerer
Weber County Commissioner
2380 Washington Blvd
Ogden, UT 84401

Dear Gage,

I am writing in regards to the property I own at 496 – 24th Street in Ogden, Utah. I have never been notified or received any documentation regarding LOI for that property, either in the positive or the negative. I have no other knowledge of it personally.

If you have any further questions that I may assist in, please feel free to contact me.

Sincerely,


John E Lindquist



SELECTED
Independent
FUNERAL HOMES

ADDENDUM/COUNTEROFFER NO. 3 TO PURCHASE AGREEMENT

ADDENDUM [X] COUNTEROFFER [] to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of January 22, 2025, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property: 496 24th Street, Ogden UT, 84401

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

- 1) Buyer due diligence to be extended to 09/15/2025

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on July 22, 2025 to accept or reject, and deliver, this Addendum.

Signature and Name of Authorized Signer fields with handwritten entries for two parties.

ACCEPT / REJECTION / COUNTER OFFER

CHECK ONE

- ACCEPTANCE: [X] Seller [] Buyer ACCEPTS the foregoing ADDENDUM.
[] COUNTER OFFER: [] Seller [] Buyer presents as a COUNTER OFFER the terms of attached Addendum No. ____
[] REJECTION: [] Seller [] Buyer REJECTS the foregoing ADDENDUM.

Signature and Name of Authorized Signer fields for the counteroffer section.

ADDENDUM/COUNTEROFFER NO. 4 TO PURCHASE AGREEMENT

ADDENDUM COUNTEROFFER to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of January 22, 2025, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property:
496 24th Street, Ogden UT 84401

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

- 1) Total purchase price to be \$3,500,000 cash at closing.
- 2) Settlement to be on or before 09/30/2025
- 3) Seller to have option to occupy property until 12/30/2025 at no cost.
- 4) Seller to have until 1PM on 09/15/2025 to accept or reject this addendum.

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on See #4 above to accept or reject, and deliver, this Addendum.

[Signature]
(Signature of Authorized Signer)

Sharon Bolos
(Print Name of Authorized Signer)

9/11/25
(Date)

[Signature]
(Signature of Authorized Signer)

[Signature]
(Print Name of Authorized Signer)

9/11/25
(Date)

ACCEPT / REJECTION / COUNTER OFFER

- CHECK ONE**
 ACCEPTANCE: Seller Buyer ACCEPTS the foregoing ADDENDUM.
 COUNTER OFFER: Seller Buyer presents as a COUNTER OFFER the terms of attached Addendum No. ____
 REJECTION: Seller Buyer REJECTS the foregoing ADDENDUM.

[Signature]
(Signature of Authorized Signer)

JOHN E. LINDQUIST
(Print Name of Authorized Signer)

9/12/25
(Date)

[Signature]
(Signature of Authorized Signer)

[Signature]
(Print Name of Authorized Signer)

[Signature]
(Date)

Form Approved 7/12/17
 Copyright © 2017, CCIM Utah. All rights reserved. Permission is granted to use it, but not to change it. If you have concerns about the veracity of the copy with which you are working, go to <http://www.utahccimchapter.com/forms>, where an original version of the form is available.

Seller's Initials [Signature] Date 9/12/25 Buyer's Initials [Signature] Date 9/12/25

ADDENDUM/COUNTEROFFER NO. 5 TO PURCHASE AGREEMENT

ADDENDUM COUNTEROFFER to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of January 22, 2025, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property:
496 24th Street, Ogden, UT 84401

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

- 1) Settlement date to be on or before 10/15/2025.
- 2) Buyer agrees to cooperate with Sellers completion of either a 1031 or a 1033 tax deferred exchange under IRS code.

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on September 25, 2025 to accept or reject, and deliver, this Addendum.

<u>Gage Frayer</u> (Signature of Authorized Signer)	<u>Gage Frayer</u> (Print Name of Authorized Signer)	<u>9/23/25</u> (Date)
<u>X James H. Harvey</u> (Signature of Authorized Signer)	<u>JAMES H. HARVEY</u> (Print Name of Authorized Signer)	<u>9/23/25</u> (Date)

ACCEPT / REJECTION / COUNTER OFFER

- CHECK ONE**
- ACCEPTANCE: Seller Buyer ACCEPTS the foregoing ADDENDUM.
- COUNTER OFFER: Seller Buyer presents as a COUNTER OFFER the terms of attached Addendum No.
- REJECTION: Seller Buyer REJECTS the foregoing ADDENDUM.

<u>X John E Lindquist</u> (Signature of Authorized Signer)	<u>X JOHN E LINDQUIST</u> (Print Name of Authorized Signer)	<u>9/23/25</u> (Date)
<u> </u> (Signature of Authorized Signer)	<u> </u> (Print Name of Authorized Signer)	<u> </u> (Date)

File No./Escrow No.: 7220024-00996A
Print Date & Time: 10/14/2025 3:44 PM
Officer/Escrow Officer: Hannah Zamieski
Settlement Location: 1104 Country Hills Dr Suite 210
 Ogden, UT 84403

Secure Land Title
ALTA ID : 1219345
1104 Country Hills Dr Suite 210
Ogden, UT 84403



Property Address: 496 24th St , Ogden, UT 84401
 County: Weber
Buyer: Weber County Corporation
Seller: C J A Lindquist Incorporated
Lender: ...
Settlement Date: 10/15/2025
Disbursement Date: 10/15/2025

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Contract Sales Price	\$3,500,000.00	
Deposit or earnest money		\$10,000.00
Prorations/Adjustments		
County Taxes 7949.6800/yr 01/01/25 to 10/15/25		\$6,250.84
Title Charges & Escrow / Settlement Charges		
Electronic Recording Fee Buyer to Secure Land Title	\$5.00	
Settlement/Closing Fee Buyer to Secure Land Title	\$555.00	
Title examination to Secure Land Title		\$500.00
Government Recording and Transfer Charges		
Recording Fees for Deed to Secure Land Title FBO Simplifile	\$40.00	
Miscellaneous		
2025 Taxes to Weber County Treasurer	\$6,250.84	

	Debit	Credit
SubTotals	\$3,506,850.84	\$16,750.84
Due From Borrower		\$3,490,100.00
Totals	\$3,506,850.84	\$3,506,850.84

Acknowledgement

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements. I further certify that I have received a copy of this Settlement Statement.

Weber County Corporation



By: Gage Froerer, Commissioner



By: Sharon Bolos, Chair



By: James H. "Jim" Harvey, Commissioner



Settlement Agent

Escrow Closing Instructions
(Purchase)

File Number: 7220024-00996A
Date: October, 15, 2025

To: Secure Land Title, Escrow Holder

Before close of escrow C J A Lindquist Incorporated, Seller, has deposited or will deposit with you, under these instructions, the following:

- (x) Fully-executed Warranty Deed in favor of Buyer herein
- (x) Escrow Settlement Statement and /or Closing Disclosure and/or HUD-1 Closing Statement
- (x) Certification for No Information Reporting Form
- (x) Affidavit and Indemnity as to Debts, Liens and Possession
- (x) Loan documents required by Buyer's Lender

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller \$3,500,000.00 subject to any charges and/or credit authorized herein.

Weber County Corporation, Buyer, has deposited or will deposit with you, Certified Funds per the Good Funds Law, as required to comply with these instructions, and the following:

- (x) Escrow Settlement Statement and/or Closing Disclosure and/or HUD-1 Closing
- (x) Loan documents required by Lender

1. Earnest money has been deposited with the appropriate party per the purchase contract.
2. Escrow Holder has been instructed to prepare a Warranty Deed and Escrow Documents in connection with this transaction. The documents have been read and approved to be used in this escrow by the parties.
3. You are hereby authorized and directed to use the funds and documents described above, when you are able to issues the below ALTA policy (or policies) in accordance with the instructions contained herein. You are then instructed to disburse deposited funds pursuant to the Escrow Closing Statement(s) examined and approved by the parties hereto.
 1. ALTA Homeowner's Policy to Weber County Corporation in the amount of \$ 3,500,000.00 on the real property described in Title Commitment No. 7220024-00996A, which the undersigned have read and approved, and is free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations contained in the provisions of such form.
 2. ALTA Loan Policy to ..., Its Successors and/or Assigns, in the amount of \$.00 for Deed of Trust executed by Weber County Corporation.
4. The undersigned herein acknowledges receipt of the Title Commitment, any applicable CCR's, and Plat Map to the real property referenced above. The undersigned further acknowledge they have read and approved said documents and hold Secure Land Title harmless and without liability for the same.
5. You are instructed to prorate all necessary items as of October, 15, 2025, by using a per diem basis and show prorations on the Escrow Closing Statement. Unless otherwise instructed, use the information contained in the last available tax, rental, or beneficiary's statement delivered into escrow.
 - a. The amounts used for the proration of taxes, are to be based on information provided to Escrow Holder by the respective taxing authority. Buyer and Seller understand and agree to accept the calculation on the Escrow Settlement Statement as final and binding and agree to release Escrow Agent or any liability in the event of any variances or inaccuracies.
6. You are instructed to pay any dues owed to an Owner's Association, and the responsible party will pay any outstanding dues not paid at closing for any reason.

7. Water and utility charges may be handled by the principals outside of escrow. Escrow Holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
8. You are authorized to add additional interest to loan payoffs or other demands to account for delivery or potential posting delays by the lender. If an overpayment occurs, the beneficiary will refund any overpayment directly to the borrower. You are authorized to deduct from Seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title, and Seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from Seller's proceeds and/or deduct from Buyer's funds any payments made by you for said recording fees.
9. All funds received in this escrow will be held in your trust account until closing. The Buyer and Seller agree that these funds may be deposited in financial institutions where the Escrow Holder has existing banking relationships, and they consent to the Escrow Holder or its affiliates keeping any benefits earned from those accounts. Unless otherwise agreed, you may combine these funds with other escrow funds and deposit them in a checking account at any federally insured bank. You are not required to invest the funds or pay the depositor any interest or benefits earned while holding the money.
10. These instructions are effective for 15 days from the date of this document. Without written instructions to continue, you are authorized and instructed to cancel this escrow after 15 days. I/We, jointly and severally, agree to pay any cancellation fees and related charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all parties involved.
11. These escrow closing instructions may be executed in counterpart with like effect as if all signatures appeared on a single copy.
12. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any earnest money receipt and agreement or commission agreement, executed by the parties herein, and that said agreement and any amendment thereto, is not a part of these escrow closing instructions.
13. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said agreements. The undersigned hereby affirm that all of the terms and conditions contained in the earnest money agreement have been met or waived to the complete satisfaction of the parties.
14. You are instructed to furnish to any broker or lender identified with this transaction, or anyone acting on behalf of such broker or lender, any information concerning this escrow upon request of said broker or lender.
15. If a dispute arises between the parties over the property or funds in this escrow, you may choose to either pause all actions, take legal action, or file an interpleader case. If you decide to keep the escrow open until the dispute is resolved, you are not required to take further action until the matter is settled to your satisfaction. You may continue to hold off on acting until either (a) all parties reach a written agreement, or (b) a court makes a final decision. If any legal claims or lawsuits are brought against you, or if you file a case to resolve conflicting claims, all parties agree to cover your costs, including reasonable attorney's fees, whether or not a lawsuit is filed.
16. If there is a disagreement or claim involving this escrow, you, as the escrow holder, have the right to hire a lawyer to advise or represent you, or to file a legal action such as an interpleader. All parties involved agree to cover your legal fees, costs, and expenses. If you need to take legal action to recover these costs, the responsible parties must also pay any additional legal fees and expenses related to that action.

Additional Instructions

Declaration of Escrow Services

Both Buyer and Seller acknowledge the following by their signatures below:

1. We have been specifically informed that Secure Land Title is not licensed to practice law and no legal or accounting advice has been offered by Secure Land Title or any of its employees. We have been further informed that Secure Land Title is acting only as Escrow Holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.
2. We have been requested by Escrow Holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.
3. We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.
4. It is hereby agreed and understood between the parties that if any errors have been made in the preparation of any documents attendant with, or deemed appropriate by, the title company relative to this closing, including but not limited the settlement statement, Note, and Deed of Trust, whether typographical, in mathematical computation or by reason of omission, said errors will be corrected and adjusted, including any payments that must be made, by the Buyer and/or Seller (whichever is applicable) as soon as said error or errors are discovered and disclosed to said parties by Escrow Holder or the Lender on this transaction. In the event either Seller or Buyer shall fail or refuse to immediately adjust and correct such error or omission, and make any payment or refund necessitated by such adjustment and correction, upon written demand by Escrow Holder, and if, as a result thereof Escrow Holder shall be required to retain the services of an attorney so as to compel adjustment and correction, and any necessary payment or refund, then the party who or which fails to make the adjustment and correction, and any necessary payment or refund, upon demand as aforesaid shall reimburse Escrow Holder for its reasonable attorney's fees, court costs and investigative expenses thereby incurred.
5. These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplements to these instructions must be made in writing.
6. We further understand that Secure Land Title assumes no liability as to any law, ordinance, or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.


C J A Lindquist Incorporated

By: John E. Lindquist, President

Weber County Corporation



By: Gage Froerer, Commissioner




By: Sharon Bolos, Chair



By: James H. Jim Harvey, Commissioner

Acknowledged by: Secure Land Title

A handwritten signature in blue ink, appearing to be 'HJ', is written above a horizontal line.

BUYERS AFFIDAVIT

Property Address: 496 24th St, Ogden, UT 84401
File Number: 7220024-00996A

The undersigned Buyer(s) of the above described Property makes the following statements, declaration, representations and warranties, and says that the following statements are true and correct to the best of my/our knowledge and belief.

- That I (we) am (are) the purchaser(s) of the above described Premises.
- That I (we) am (are) eighteen years and upwards of age and under no legal disability.
- That I (we) have reviewed the title commitment referenced hereinabove for purposes of executing this Buyers Affidavit.
- That I (we) have not contracted for, ordered, or agreed to the supplying of any labor, materials or construction-related services for construction for improvements on the Property, or for remodeling, renovation, repair or other maintenance or construction of any improvements located on said Property except as set forth in the Commitment.
- That I (we) have not contracted for any right, interest, lien or other maintenance or construction of any improvements located on said Property except as set forth in the commitment.
- That I (we) have not borrowed or created any purchase money obligations for the purpose of buying the Premises excepting only the mortgage being created at this settlement.
- That I (we) do not have any pending proceedings regarding Bankruptcies.
- That there are no Overdue Support Obligations of record with the Domestic Relations Section of any Court against Me (Us) through the date of recording of the instrument(s) to be insured.

This affidavit is made for the purpose of inducing the chosen underwriter, Title Resources, its duly authorized agent, Secure Land Title, to hold settlement on the above premises, and to issue its title insurance policy(ies), insuring the title thereto and to make disbursement of funds arising out of said transaction, and Buyer(s) agrees to indemnify and hold harmless Secure Land Title, and Title Resources from and against any and all loss or damage they or either of them may sustain including, but not limited to, reasonable attorney's fees and all court costs should any of the statements, declarations, representations and warranties herein be incorrect.

Dated: ^{KSP} 10-14-25

Weber County Corporation

Gage
By: Gage Froerer, Commissioner

Sharon Bolos
By: Sharon Bolos, Chair

James H. Harvey
By: James H. Jim Harvey, Commissioner

State of: Ut

County of: Weber, SS.

On this day 16th of October in the year of 2025, before me, Hannah Zamieski, a Notary Public in and for said State, personally appeared Gage Froerer, as commissioner of the Weber County Commission for **Weber County Corporation**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that the document was executed.

Hannah Zamieski
Notary Public
My Commission Expires: 1-31-2026
(seal)



State of: Ut

County of: Weber, SS.

On this day 16th of October in the year of 2025, before me, Hannah Zamieski, a Notary Public in and for said State, personally appeared Sharon Bolos, as chair of the Weber County Commission for **Weber County Corporation**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that the document was executed.

Hannah Zamieski
Notary Public
My Commission Expires: 1-31-2026
(seal)

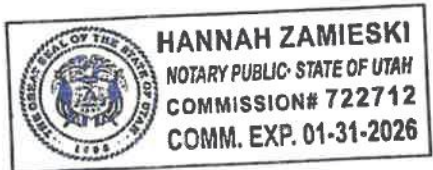


State of: Ut

County of: Weber, SS.

On this day 16th of October in the year of 2025, before me, Hannah Zamieski, a Notary Public in and for said State, personally appeared James H. "Jim" Harvey, as commissioner of the Weber County Commission for **Weber County Corporation**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that the document was executed.

Hannah Zamieski
Notary Public
My Commission Expires: 1-31-2026
(seal)



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Buyer(s): Weber County Corporation
 Seller(s): C J A Lindquist Incorporated
 Property: 496 24th St Ogden, UT 84401
 From: Secure Land Title
 File Number: 7220024-00996A
 Disbursement Date: October 15, 2025

Thank you for contacting Secure Land Title (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company, Anywhere Insurance Agency Inc., which provides homeowners insurance and Real 1031 which provides 1031 exchange services. The majority owner of Agent is the 100 percent owner of Realogy Insurance Agency Inc., and Real 1031 Services and indirectly owns a 30 percent ownership interest in Title Resources Guaranty Company. Because of these relationships, the referral of business to the companies below may provide Agent and/or its employees a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the below companies in connection with Agent. THERE ARE FREQUENTLY OTHER COMPANIES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Companies	Description of Charges	Estimate of Range of Charges Generally Made by Provider
Title Resource Guaranty Company	Title Insurance Premium	Owners Policy (charges based on policy amount): \$50,000 - \$100,000 \$389-\$689 \$100,001 - \$300,000 \$671-\$1,584 \$300,001 - \$500,000 \$1,476-\$2,387 \$500,001 - \$1,000,000 \$2,188-\$3,385 \$1,000,001 - \$5,000,000 \$3,095-\$10,629
Realogy Insurance Agency, Inc.	Homeowners Insurance Premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling
Real1031	1031 Exchange Services	\$750-\$1,350 - forward exchange services.

Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

C J A Lindquist Incorporated

By: John E. Lindquist, President

Weber County Corporation

By: Gage Froerer, Commissioner

By: Sharon Bolos, Chair

By: James H. Jim Harvey, Commissioner



W3389216

Mail Tax Notice To:
Weber County Corporation
2380 Washington Blvd
Ogden, UT 84401

E# 3389216 PG 1 OF 3
B. Rahimzadegan, WEBER COUNTY RECORDER
15-Oct-25 02:12 PM FEE \$40.00 DEP SD
REC FOR: SECURE LAND TITLE
ELECTRONICALLY RECORDED

File Number: 7220024-00996A

WARRANTY DEED

C J A Lindquist Incorporated, Grantor,
of Ogden, UT 84401, hereby conveys and warrants to

Weber County Corporation, Grantee
of Ogden, UT 84401 for the sum of TEN DOLLARS and NO CENTS (\$10.00) and other good and
valuable consideration, the following described tract of land in Weber County, Utah, to wit:

See attached Exhibit "A"

Tax Parcel No: 010270043

Subject to Easement, Restrictions, Encumbrances and Rights of Way of Record, and taxes for the year
2025 and thereafter.

Document prepared by:
Secure Land Title
1104 Country Hills Dr Suite 210
Ogden, UT 84403
Telephone: (385) 626-6840

(Remainder of page intentionally left blank)

Dated: ^{15th} 10/15/2025

C J A Lindquist Incorporated

[Signature]
By: John E. Lindquist, President

State of: UT

County of: Wasatch, SS.

On this day 15th of October in the year of 2025, before me, Hannah Zamieski, a Notary Public in and for said State, personally appeared John E. Lindquist, president C J A Lindquist Incorporated, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that the document was executed.

[Signature]

Notary Public
My Commission Expires: 1-31-26
(seal)

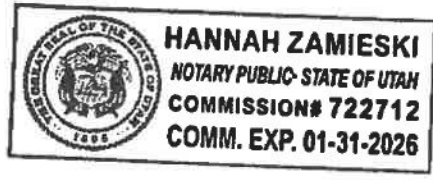


EXHIBIT A

EXHIBIT "A"

Parcel 1:

Part of Lot 1 and 10, Block 31, Plat A, Ogden City Survey, Weber County, Utah: Beginning at the Southeast corner of said Lot 1; running thence West 123.46 feet; thence North 125.80 feet; thence West 41.65 feet; thence North 88.70 feet to a point 3 rods South of the North line of said Lot 10; thence East 165 feet; thence South 214.4 feet to the Place of Beginning; and Part of Lot 9, Block 31, Plat A, Ogden City Survey, Weber County, Utah: Beginning at the Southeast corner of Lot 9; running thence West 10 rods; thence North 3 rods; thence East 10 rods; thence South 3 rods to the place of beginning; and Part of Lot 10, Block 31, Plat A, Ogden City Survey, Weber County, Utah: Beginning at the Northeast corner of said Lot 10; running thence South 3 rods; thence West 10 rods; thence North 3 rods; thence East 10 rods to the Place of Beginning.

Parcel 2:

A Right of Way disclosed by Warranty Deed recorded on November 23, 2015, as Entry No. 2766748 in the office of the Weber County Recorder, being more particularly described as follows: Beginning at a point 3 rods South of the Northeast corner of said Lot 10; running thence West 66 feet; thence North 12 feet; thence East 66 feet; thence South 12 feet to the Place of Beginning.

Tax Parcel No. 01-027-0043