



HAMILTON & HALL LAW

Purchase Agreement Contract

IN WITNESS THEREOF this Agreement shall be executed by each of the individual parties hereto on or after the "Effective Date" indicated below.

Effective Date: **May 25TH, 2020**

Between **Stephen Carter, ("Shareholder")**
An **Individual,**

Resident of **United Kingdom**

And **Hamilton & Hall Law LLC ("Company")**
Located at **500 W Madison St.**
Chicago, IL.
60661

Summary

The Shareholder presently owns 23,000 shares of the issued and outstanding capital stock of **Lincoln Holdings Group** (the "Shares"), The Shareholder wishes to sell to the Company, and the Company wishes to redeem from the Shareholder, 23,000 Shares, (the "Subject Shares") on the terms and conditions set forth in this Agreement. In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

Agreement

1. **Sale & Redemption of Shares**

The Shareholder hereby sells to the Company, and the Company hereby redeems from the Shareholder, all of the Subject Shares identified in "Schedule A" for an aggregate purchase price of \$106,950 (or \$4.65 per share).

2. **Payment of Purchase Price; Delivery of Shares**

Simultaneously with the execution and delivery of this Agreement by the Company and the Shareholder:

(2a) the settlement date of this agreement shall be no more than 14 days after the date of this contract. After which time a new Nonfeasance Notice (Default) will be issued from client.

3. **Compliance with State Corporation's Laws**

The Company's Board of Directors has determined that the redemption of the Subject Shares is in compliance with the financial conditions required by the state of Illinois in connection with the repurchase of the shares from a Illinois corporation.



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4. **Representations & Warranties**

The Shareholder represents and warrants to the Company that:

- (4a) s/he is the owner, beneficially and of record, of all of the Subject Shares free and clear of all liens, encumbrances, security agreements, options, warrants and restrictions, and
- (4b) s/he has full power to transfer the Subject Shares to the Company without obtaining the consent or approval of any third party.

5. **Expenses**

The Company shall pay all legal fees incurred throughout this agreement in closing and carrying out the transactions contemplated by this agreement.

6. **Entire Agreement**

The parties acknowledge that this Agreement expresses their entire understanding and Agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this section. The parties further acknowledge that this Agreement supersedes, terminates and otherwise renders null and void any and all prior Agreements or contracts, whether written or oral, entered into between the Company and the Shareholder with respect to the matters expressly set forth in this Agreement.

7. **Binding Effect**

This Agreement shall be binding upon and shall inure to the benefit of the parties in this Agreement and their respective heirs, legal representatives, successors and assigns.

8. **Legal Notices**

All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be delivered by email to the respective parties at the addresses set forth above or at such other address as such party shall specify to the other party in writing. Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received on the day it is delivered to that party.

9. **Governing Law**

This Agreement shall be governed by the laws of the State of Illinois applicable to Agreements made and fully performed in Illinois by Illinois residents.

10. **Waiver, Amendment, Modification**

No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement.



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Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

11. Agreement Preparation

Both parties understand and expressly state that this Agreement was prepared by the company. The shareholder declares and states that it has read this Agreement, understands its terms, and has been advised to seek recourse to other and independent counsel to assure itself that this Agreement is fair. To the degree deemed necessary and appropriate, the Shareholder has sought such independent counsel.

For "Shareholder", Stephen Carter - steve.carter20@hotmail.co.uk

For "Company", Hamilton & Hall Law LLC - info@hamiltonandhalllaw.com



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Non-Disclosure Agreement (confidential)

The Parties hereby agree as follows:

- 1.** For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
- 2.** All Confidential Information disclosed to the Recipient will be used solely for the Business Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Business Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
- 3.** All right title and interest in and to the Confidential Information shall remain with Disclosing Party or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Disclosing Party. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
- 4.** The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.
- 5.** In the event that the Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient shall inform the Disclosing Party of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.



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6. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of all states and institutions. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof.

Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Agreement as of the Effective Date first written above.

Stephen Carter

Stephen Carter,
Shareholder Name

Simon Rush,
Acquisitions Supervisor
Hamilton & Hall Law LLC

Date: _____

Date: May 18, 2020



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(‘SCHEDULE A’)

Payable to: Stephen Carter

Date: May 18, 2020
Internal Ref No. 376341

| Subject Shares | Number of Shares | Price per voting right | Total (USD) |
|------------------------|------------------|------------------------|-------------|
| Lincoln Holdings Group | 23,000 | \$4.65 | \$106,950 |

NOTE: All monetary values are quoted in \$U.S. Dollars

Total proceeds due to shareholder, Stephen Carter: \$106,950

Stephen Carter

Stephen Carter,
Shareholder Name

Simon Rush,
Acquisitions Supervisor
Hamilton & Hall Law LLC

Date: _____

Date: May 18, 2020