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Book - 10438 Pg - 7722-7725
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH

APH LLC
1263 W MILLBRIDGE LN
WEST BOUNTIFUL UT 84087
BY: SNA, DEPUTY - W 4 P.

RIGHT OF FIRST REFUSAL

THIS AGREEMENT made as of the 6th day of June, 2016 by and between Bette E Bangerter, Trustee or Successor Trustees of the Bette E Bangerter Family Trust, dated the 24th day of May, 2010, (hereinafter "Seller") and APH, LLC, a Utah limited liability company (hereinafter Purchaser").

WHEREAS, Seller is the owner of the Property described as follows;

BEGINNING AT A POINT 1043.76 FEET WEST AND 273.02 FEET SOUTH FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°24'27" WEST 243.77 FEET; THENCE NORTH 275.81 FEET; THENCE NORTH 16°55'45" WEST 40.76 FEET; THENCE EAST 315.29 FEET; THENCE NORTH 130.00 FEET; THENCE EAST 374.4 FEET; THENCE SOUTH 0°31'54" EAST 607.26 FEET; THENCE SOUTH 88°42'43" WEST 467.59 FEET, MORE OR LESS TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 176.99 FEET TO THE POINT OF BEGINNING.

APN 08-09-426-001
Said property is also known by the street address of:
3060 North 2200 West
Salt Lake City, UT 84116

WHEREAS, Purchaser is interested in having a first right of refusal to purchase all or any portion of the Property.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION the receipt and sufficiency being acknowledged, it is agreed:

1. Seller hereby grants Purchaser a right of first refusal on the Property or any portion of the Property in accordance with the terms below (the "**Right of First Refusal**").
2. If Seller receives either a bona fide written offer by a willing third party to purchase all or part of the Property which Seller intends to accept, or a purchase agreement which Seller intends to enter into (collectively, "**Offer**"), Seller shall give written notice (the "**Notice**") to Purchaser at the address provided below accompanied by a copy of such Offer not less than ten (10) days after the date of the accompanying offer.
3. Within thirty (30) business days after receipt of the Notice, Purchaser shall have the right to notify Seller that it is exercising its Right of First Refusal and will purchase the Property pursuant to a purchase agreement between Seller and Purchaser which incorporates the terms and conditions of the Offer (the "**Purchase Agreement**"). Purchaser's written notice of its exercise of its Right of First Refusal shall be given to the Seller at the addresses provided below.
4. If Purchaser fails to exercise its Right of First Refusal within the time stated above, this Right of First Refusal shall have no more force and effect as it relates to the Offer. However, if the Offer does not close, the Right of First Refusal shall continue into the future.

5. Within four (4) days after the effective date of the Purchase Agreement, Purchaser shall deposit with a title insurance agency licensed to do business in Utah, reasonably satisfactory to Buyer and Seller the sum of Ten Thousand Dollars (\$10,000.00) as "Earnest Money". If the sale is closed, the Earnest Money shall be applied toward the Purchase Price. If, prior to 45 days after the effective date of the Purchase agreement (the due diligence deadline) Purchaser decides not to purchase said Property all the Earnest Money shall be returned to Buyer and if Buyer elects not to purchase the Property or for any other reason defaults on the Purchase Agreement after the due diligence deadline, the Seller may retain the Earnest Money.

6. Time is of the essence of this Agreement.

7. Notices. Any notice, request or demand herein provided for or given hereunder, if given by the parties hereto, shall be effective (a) when delivered in person to the recipient named below, (b) one day after timely deposit with a responsible overnight courier to the recipient named below, or (c) five days given if mailed by postage paid, certified mail return receipt requested as follows:

Seller

Bette E Bangerter, Trustee
3060 North 2200 West
Salt Lake City, UT 84116

With a copy to

Dennis Bangerter
3034 North 2200 West
Salt Lake City, UT 84116

Purchaser:

APH, LLC,
Attention: Buster Hafen
1263 W Millbridge Lane
West Bountiful, UT 84087

8. Miscellaneous.

(a) Entire Agreement. This Agreement is the entire Agreement among the parties and, when executed by the parties, supersedes all prior agreements, understandings and communications, either verbal or in writing, between the parties with respect to the subject matter contained herein.

(b) Amendments. This Agreement may not be amended, modified or changed except by written instrument signed by all of the parties.

(c) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives, successors and permitted assigns.

This Right of First Refusal shall be fully assignable, provided that Purchaser shall notify Seller of the name and notice address of such assignee.

(d) Captions. All captions and headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit or otherwise affect this Agreement.

(e) Counterparts. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Waiver. Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

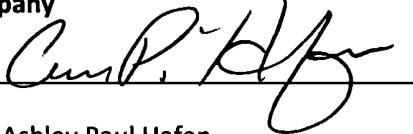
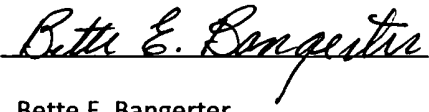
(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal domestic laws of the State of ~~Missouri~~ *Utah*, without reference to choice of law principles.

(i) Severability. If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

(j) Interpretation. In the event of a dispute or disagreement arising under this Agreement, this Agreement shall be interpreted in accordance with laws of the State of Utah and shall not be interpreted for or against any party on the grounds that such party drafted or caused to be drafted this Agreement.

(k) Recording Notice. Purchaser shall have the right to record a notice of this Agreement, at its costs and Seller agrees to execute such notice, in recordable form, upon request.

IN WITNESS WHEREOF, this Right of First Refusal has been made as of the date first above written.

<p>Purchaser: APH, LLC, a Utah limited liability company</p> <p>By: <u></u></p> <p>Ashley Paul Hafen</p> <p>Its: <u>Manager</u></p>	<p>SELLER: Bette E Bangerter, Trustee or Successor Trustees of the Bette E Bangerter Family Trust, dated the 24th day of May, 2010</p> <p>By: <u></u></p> <p>Bette E. Bangerter</p> <p>Its: <u>Trustee</u></p>
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STATE OF UTAH)

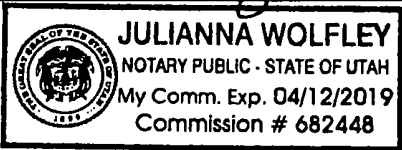
: ss

COUNTY OF Davis)

On the 6th day of June, 2016, personally appeared before me Bette E Bangerter, who confirmed that she is the signer of the foregoing instrument and who duly acknowledged to me that she executed the same for and behalf of the Bette E Bangerter Family Trust, dated the 24th day of May, 2010.

Julianna Wolfley

 NOTARY PUBLIC



STATE OF UTAH)

: ss

COUNTY OF Davis)

On the 6th day of June, 2016, personally appeared before me Ashley Paul Hafen who confirmed that he is the signer of the foregoing instrument and who duly acknowledged to me that he executed the same for and behalf of APH, LLC, a Utah limited liability company

Julianna Wolfley

 NOTARY PUBLIC

