

When Recorded Return To:

SUNRISE 3, LLC
14034 South 145 East, Suite 202
Draper, UT 84020

APN: 26-25-201-005, portions of
ORT: 2270352FA

MEMORANDUM OF RIGHT OF FIRST REFUSAL

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL (this "Memorandum") is made and entered into as of this 14th day of August, 2023, by and between **WIGGY WASH, LLC**, a Utah limited liability company ("Grantor") and **SUNRISE 3, LLC**, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of certain real property located in Salt Lake County, State of Utah, as more fully described in Exhibit A attached hereto.

B. Grantor, or its predecessor-in-interest, and Grantee have entered into that certain PURCHASE AND SALE AGREEMENT, dated as of August 30, 2022, as amended from time to time (collectively, the "Agreement"), by which Grantor has granted to Grantee certain rights to purchase the Property as more fully set forth in the Agreement (the "Purchase Rights").

C. The parties have agreed to record this Memorandum to provide record notice of the Purchase Rights.

MEMORANDUM AND NOTICES

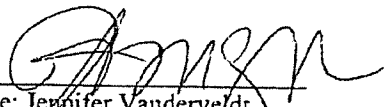
1. Notice of Rights. The parties hereby provide record notice of Grantee's Purchase Rights. The Purchase Rights include a Right of First Refusal given by Grantor to Grantee commencing on the Effective Date of this Memorandum. This Memorandum, and Grantee's Purchase Rights described in the Agreement, shall automatically terminate upon the issuance of a certificate of occupancy or its equivalent for the Property by the City of Herriman or other municipality having jurisdiction over the Property. All terms, provisions, and conditions of Grantor's Purchase Rights are more fully set forth in the Agreement. This Memorandum is neither intended to, nor shall alter, modify, or otherwise change the Purchase Rights set forth in the Agreement. In the event of any conflict between the terms of this Memorandum and the Agreement, the Agreement shall control.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM to be effective as of August 14th, 2023.

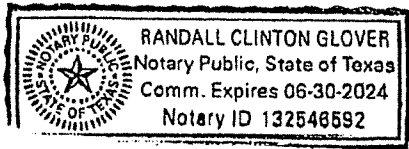
GRANTOR:

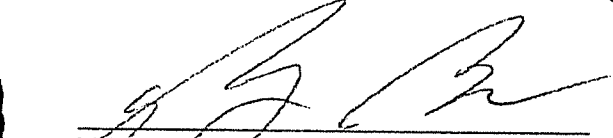
WIGGY WASH, LLC,
a Utah limited liability company

By: 
Name: Jennifer Vanderveldt
Title: Chief Financial Officer

STATE OF Texas)
) :ss
COUNTY OF Dallas)

On this 14 day of August, 2023, personally appeared before me Jennifer Vanderveldt, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Chief Financial Officer of WIGGY WASH, LLC, a Utah limited liability company and that said document was signed by them in behalf of the company.



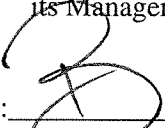


NOTARY PUBLIC

GRANTEE:

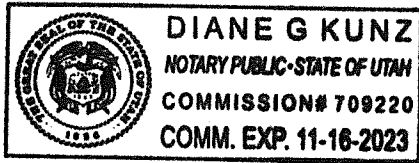
SUNRISE 3, LLC,
a Utah limited liability company,

By: SUNRISE 3 MANAGERS, LLC,
a Utah limited liability company,
its Manager

By: 
Name: Bryan Flamm
Title: Manager

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14th day of August, 2023,
by Bryan Flamm, the Manager of SUNRISE 3 MANAGERS, LLC, a Utah limited liability
company, the Manager of SUNRISE 3, LLC, on behalf of said limited liability company.



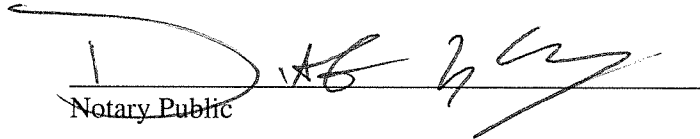

Notary Public

EXHIBIT "A"

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF A PARCEL AS IDENTIFIED BY SALT LAKE COUNTY TAX ID. 26-25-201-005, SITUATE IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN HERRIMAN CITY, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A POINT LOCATED S89°39'15"E 632.09 FEET ALONG THE SECTION LINE AND S00°20'45"W 262.91 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE N51°21'42"E 26.23 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 643.04 FEET (RADIUS BEARS: S39°53'27"E) A DISTANCE OF 150.37 FEET THROUGH A CENTRAL ANGLE OF 13°23'53" CHORD: N56°48'30"E 150.03 FEET; THENCE N62°48'43"E 26.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 15.00 FEET A DISTANCE OF 21.00 FEET THROUGH A CENTRAL ANGLE OF 80°12'26" CHORD: S77°05'04"E 19.33 FEET; THENCE S36°58'51"E 85.75 FEET; THENCE S43°33'20"E 106.56 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 27.50 FEET (RADIUS BEARS: N83°05'15"W) A DISTANCE OF 22.19 FEET THROUGH A CENTRAL ANGLE OF 46°14'20" CHORD: S30°01'55"W 21.60 FEET; THENCE S53°00'50"W 208.42 FEET; THENCE N36°31'04"W 228.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.13 ACRES +/-