

When Recorded, Return To:

Bart Page
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Tax ID's: 00-0021-5308; 00-0021-5309; 00-0013-3335; 00-0020-1055

MEMORANDUM OF RIGHT TO PURCHASE REAL ESTATE

This **MEMORANDUM OF RIGHT TO PURCHASE REAL ESTATE** (the "Memorandum") is being made pursuant to that certain unrecorded Real Estate Purchase and Sale Agreement (as the same may be amended from time to time, the "Purchase Agreement") dated February 8, 2023, by and between **JORDANELLE REF ACQUISITION LLC**, a Delaware limited liability company ("Seller"), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company ("Buyer"), concerning the real property ("Property") more particularly described in Exhibit A attached hereto and made a part hereof by reference.

For good and valuable consideration, Seller and Buyer hereby impart actual and constructive notice to all persons dealing with the Property of the following:

Seller has agreed to sell, and Buyer has agreed to buy, the Property upon the terms and conditions set forth in the Purchase Agreement, which terms and conditions are incorporated in this Memorandum by this reference, including, but not limited to, Buyer's right to specific performance under paragraph 18 of the Purchase Agreement. Except as provided in the Purchase Agreement from the date hereof, Seller shall not have, with respect to the Property, the right to enter into any new sale or lease agreements, oral or written, or otherwise convey the Property, without the prior written consent of Buyer.

The terms and conditions of the Purchase Agreement, including, without limitation, paragraph 6(h) of the Purchase Agreement, prohibits Seller from placing any additional liens, encumbrances or easements against the Property (collectively, "Encumbrances"), unless consented to by Buyer in writing. **NOTICE IS HEREBY GIVEN TO ALL PERSONS DEALING WITH THE PROPERTY THAT ANY ENCUMBRANCES RECORDED AGAINST THE PROPERTY IN VIOLATION OF THE PURCHASE AGREEMENT SHALL BE NULL AND VOID AND OF NO FORCE OR EFFECT AND SHALL NOT BE BINDING ON BUYER.**

All persons dealing with or interested in the Property are advised to consult with Buyer and Seller concerning the Property.

This Memorandum is not a complete summary of the Purchase Agreement. In the event of a conflict between this memorandum and the Purchase Agreement, the Purchase Agreement shall control.

SIGNATURES ON FOLLOWING PAGE

BUYER:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

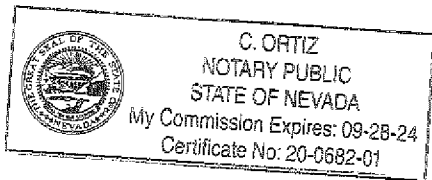
By: [Signature]
Name: RYAN T. BREEN
Title: DIVISION PRESIDENT

STATE OF NV)

: ss.

COUNTY OF Clark)

The foregoing instrument was acknowledged before me this 16 day of May, 2023 by Ryan T Breen, the Division President of PULTE HOME COMPANY, LLC, a Michigan limited liability company, for and on behalf of said company.



[Signature]

Notary Public

Residing at: Clark County

EXHIBIT "A"LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND SITUATE IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 29, AND THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF VALLEY HILLS BOULEVARD; SAID POINT BEING SOUTH 00°41'38" EAST 1,147.45 FEET ALONG THE QUARTER SECTION LINE AND EAST 196.37 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

- (1) NORTH 21°58'30" WEST 181.84 FEET;
- (2) NORTHWESTERLY 98.70 FEET ALONG THE ARC OF A 1,966.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 68°01'30" EAST AND THE CHORD BEARS NORTH 20°32'12" WEST 98.69 FEET WITH A CENTRAL ANGLE OF 02°52'35");
- (3) NORTH 19°05'55" WEST 223.36 FEET;
- (4) NORTHWESTERLY 176.87 FEET ALONG THE ARC OF A 1,034.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 70°54'05" WEST AND THE CHORD BEARS NORTH 23°59'56" WEST 176.65 FEET WITH A CENTRAL ANGLE OF 09°48'02");
- (5) NORTH 28°53'57" WEST 125.57 FEET;
- (6) NORTHEASTERLY 28.27 FEET ALONG THE ARC OF A 18.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 61°06'03" EAST AND THE CHORD BEARS NORTH 16°06'03" EAST 25.46 FEET WITH A CENTRAL ANGLE OF 90°00'00") TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FITZGERALD ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:
 - (1) NORTH 61°06'03" EAST 434.43 FEET;
 - (2) NORTHEASTERLY 432.37 FEET ALONG THE ARC OF A 966.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°53'57" EAST AND THE CHORD BEARS NORTH 73°55'24" EAST 428.77 FEET WITH A CENTRAL ANGLE OF 25°38'41"),
 - (3) NORTH 86°44'44" EAST 201.65 FEET;
 - (4) NORTHEASTERLY 64.94 FEET ALONG THE ARC OF A 734.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 03°15'16" WEST AND THE CHORD BEARS NORTH 84°12'39" EAST 64.92 FEET WITH A CENTRAL ANGLE OF 05°04'10");
 - (5) NORTH 81°40'34" EAST 111.09 FEET;
 - (6) NORTHEASTERLY 60.97 FEET ALONG THE ARC OF A 434.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 08°19'26" WEST AND THE CHORD BEARS NORTH 77°39'05" EAST 60.92 FEET WITH A CENTRAL ANGLE OF 08°02'58"); THENCE SOUTH 02°44'22" WEST 394.38 FEET; THENCE SOUTH 01°02'35" EAST 88.47 FEET; THENCE SOUTH 07°46'32" EAST 70.19 FEET; THENCE SOUTH 12°06'43" EAST 275.41 FEET; THENCE SOUTH 77°36'07" WEST 455.00 FEET; THENCE SOUTH 80°57'13" WEST 67.91 FEET; THENCE SOUTH 69°32'31" WEST 49.56 FEET; THENCE SOUTH 69°32'31" WEST 320.44 FEET; THENCE SOUTH 20°27'29" EAST 35.06 FEET; THENCE SOUTH 69°32'31" WEST 28.00 FEET; THENCE SOUTH 68°01'30" WEST 112.58 FEET TO THE POINT OF BEGINNING.