

**RECORDING REQUESTED BY, AND WHEN
RECORDED MAIL DOCUMENT TO:**

First American Title Insurance Company
560 South 300 East
Salt Lake City, Utah 84111
Attn. Steve Nielsen

11778130
12/19/2013 12:20 PM \$18.00
Book - 10200 Pg - 4296-4300
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: DDK, DEPUTY - WI 5 P.

This Instrument was prepared by:

By: Dorsey & Whitney LLP (AVD/kkh)
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is executed this 18th day of December, 2013, by and between Honeywell Electronic Materials, Inc., a Washington corporation ("Buyer"), and E & E Investment Co., LLC, a Utah limited liability company ("Seller").

RECITALS

A. Buyer and Seller are parties to that certain Real Estate Option Purchase Agreement of even date herewith (the "Option Agreement"), pursuant to which Seller granted Buyer an exclusive option to purchase real property located at approximately 4527 West 2100 South, West Valley City, Utah, as further defined on the attached Exhibit A.

B. Buyer and Seller wish to enter into this Memorandum and record the same in the Official Records of Salt Lake County, Utah to evidence and document the Option Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

For valuable consideration, Seller and Buyer agree as follows:

1. Premises. Seller has granted to Buyer an option to purchase the real estate legally described on Exhibit A attached hereto and made a part hereof, together with all improvements located thereon and all rights incidental thereto pursuant to the Option Agreement.

2. Incorporation of Agreement Terms. This Memorandum is made subject to and together with all of the terms, covenants and conditions contained in the Option Agreement and any amendments that may be made from time to time to the Option Agreement. All of the terms, covenants and conditions of the Option Agreement, and any amendments that may be made from time to time to the Option Agreement, are fully incorporated in this Memorandum by this reference as fully as if they had been set forth in this Memorandum. All capitalized words used in this Memorandum that are not defined in this Memorandum have the definitions given them in the Option Agreement.

3. Term. The Term of the Option Agreement commences on the Date of the Agreement (as such term is defined in the Option) and automatically expires as of 11:59 p.m. on 12-18, 2023 **[insert the date that is 10 years after the Date of the Agreement]**.

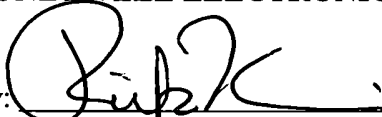
4. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed on the day and year first above written.

SELLER:

HONEYWELL ELECTRONIC MATERIALS, INC.

By: 

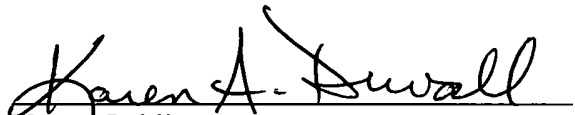
Richard J. Kriva, Vice President, Global Real Estate of Honeywell International Inc., a Delaware corporation, (Authorized Representative)

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

On this, the 17th day of December, 2013, before me, a notary public, the undersigned officer, personally appeared Richard J. Kriva, who acknowledged himself to be the Vice President, Global Real Estate of Honeywell International Inc., a Delaware corporation (Authorized Representative) of Honeywell Electronic Materials, Inc., a Washington corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public
My Commission Expires:

BUYER:

E & E INVESTMENT CO., LLC

BY: ENGBRO, LLC, its sole Manager

By: *Josh England*
Its Manager

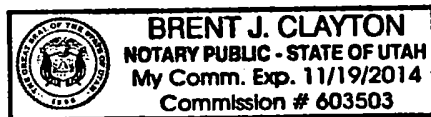
STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

On this, the 13 day of December, 2013, before me, a notary public, the undersigned officer, personally appeared JOSH ENGLAND, who acknowledged himself to be the Manager of Engbro, LLC, a Utah limited liability company, the sole manager of E & E Investment, Co., LLC a Utah limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Brent J. Clayton
Notary Public
My Commission Expires:

EXHIBIT A TO MEMORANDUM

LEGAL DESCRIPTION

Real property situated in the State of Utah, County of Salt Lake legally described as follows:

Beginning at a point South 89°53'30" East 1932.27 feet along the Quarter section line and North 1660.21 feet from the West Quarter Corner of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence South 89°49'46" West 281.90 feet to the Southeast corner of Lot 2, Amended and Restated Honeywell Electronic Materials, Inc. Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 2009P, Page 171;

thence North 0°00'24" West 287.44 feet along the east line to the Northeast corner of said Lot 2;

thence North 89°49'46" East 281.90 feet;

thence South 0°00'24" East 287.44 feet to the point of beginning.