

After Recording, Return To:

Fieldstone Utah Investors, LLC.
Attn. Dylan Young
12896 S. Pony Express Road, Suite 400
Draper, UT 84020

APNs: 58:041:0020, 58:041:0021

(Space Above for Recorder's Use)

NOTICE OF PURCHASE AGREEMENT AND RIGHT OF FIRST REFUSAL

THIS NOTICE OF PURCHASE AGREEMENT AND RIGHT OF FIRST REFUSAL (the "Notice") is made and entered into as of this 1st day of JUNE, 2018, by and between Fieldstone Canton Ridge Park, LLC, a Utah limited liability company (together with its successors and assigns, "**Fieldstone**"), and Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership (together with its successors and assigns, "**Rushton**").

1. RIGHT OF FIRST REFUSAL

1. **Notice of Right.** NOTICE IS HEREBY GIVEN OF (1) FIELDSTONE'S FIRST RIGHT OF REFUSAL WITH RESPECT TO CERTAIN PROPERTY SITUATED IN UTAH COUNTY, UTAH, described in Exhibit A which is attached hereto and incorporated herein by reference (the "Right of First Refusal Property"), and (2) FIELDSTONE'S RIGHT TO OBTAIN AN ACCESS EASEMENT AND UTILITY EASEMENT ON, OVER, AND ACROSS CERTAIN PROPERTY SITUATED IN UTAH COUNTY, UTAH, described in Exhibit B, which is attached hereto and incorporated by reference (the "Easement Property").

2. **Grant of Right.** The rights set forth in this Notice arise under a Purchase Agreement, dated November 2, 2015 (as amended), between Fieldstone and Rushton (the "Agreement"). By operation of that Agreement, and subject to certain conditions in the Agreement, Rushton granted to Fieldstone a first right of refusal with respect to the Right of First Refusal Property, and a right to obtain an access and utility easement on, over and across the Easement Property. The Right of First Refusal Property does not include certain property being conveyed to Fieldstone coincident with the recording of this Notice, nor does it include the property described in the Agreement as the "Phase II Parcel."

3. **Term.** The term of the Right of First Refusal granted in the Agreement is for six (6) years from the Effective Date of the Agreement, i.e., to and including November 2, 2021 (the "Term") and shall thereafter automatically terminate. The Term is subject to earlier termination as set forth in the Agreement.

4. **Sale in Contravention Void.** Any attempt to sell, convey, transfer or assign the Right of First Refusal Property in contravention of the Agreement shall be void. This Right of First Refusal shall be governed by and construed under the laws of the State of Utah.

5. **Successors and Assigns.** The Agreement and the Right of First Refusal, of which notice is hereby given, shall run with the land, and be binding upon, and shall inure to the benefit of, the successors (by merger or dissolution) and permitted assigns.

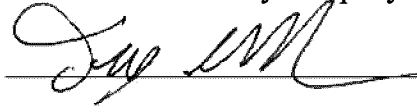
6. **Additional Provisions.** The terms of the Agreement are incorporated herein by reference. To the extent that a conflict or inconsistency may exist between any term or condition of this Notice and any term or condition contained in the Agreement, such term or condition contained in the Agreement shall govern and control.

7/ **Counterparts.** This Notice may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Memorandum and shall be considered a single document.

IN WITNESS WHEREOF, Rushton and Fieldstone have executed this Memorandum as of the date first hereinabove written.

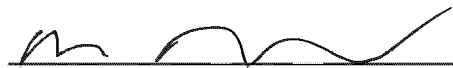
FIELDSTONE:

FIELDSTONE CANTON RIDGE PARK, LLC a Utah limited liability company



STATE OF UTAH)
):ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by Troy Gabler, the Secretary of Fieldstone Canton Ridge Park, LLC, a Utah limited liability company.



Notary Public



RUSHTON:

ALMA E. AND ETHEL B. RUSHTON FAMILY PARTNERSHIP, a Utah general partnership
By Its Authorized General Partners:

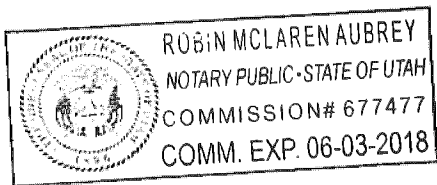
RUSHTON FAMILY COMPANY, LLC, a Utah limited liability company

By Lynda R. Ahlquist
Lynda R. Ahlquist, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by Lynda R. Ahlquist, as the Manager of Rushton Family Company, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership, and is authorized to execute this instrument on behalf of said general partnership.

Robin McLaren Aubrey
NOTARY PUBLIC



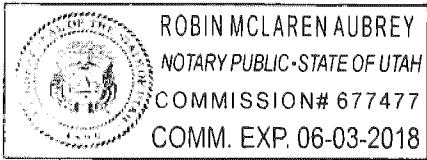
A. LAURENCE & ELVA J. RUSHTON FAMILY COMPANY, LLC, a Utah limited liability company

By Terry L. Rushton, manager
Terry L. Rushton, Its Manager

STATE OF UTAH)
) :ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by Terry L. Rushton, as the Manager of A. Laurence & Elva J. Rushton Family Company, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership, and is authorized to execute this instrument on behalf of said general partnership.

Robin McLaren Aubrey
NOTARY PUBLIC



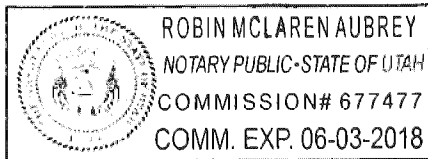
FLOYD & NORMA RUSHTON PROPERTIES, LLC, a Utah limited liability company

By Floyd S. Rushton
Floyd S. Rushton, Its Manager

STATE OF UTAH)
) :ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by Floyd S. Rushton, as the Manager of Floyd & Norma Rushton Properties, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership, and is authorized to execute this instrument on behalf of said general partnership.

Robin McLaren Aubrey
NOTARY PUBLIC



ELSIE LOVELACE, L.L.C., a Utah limited liability company

By Brad D. Turpin
Brad D. Turpin, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by Brad D. Turpin, as the Manager of Elsie Lovelace, L.L.C., a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership, and is authorized to execute this instrument on behalf of said general partnership.

Robin McLaren Aubrey
NOTARY PUBLIC

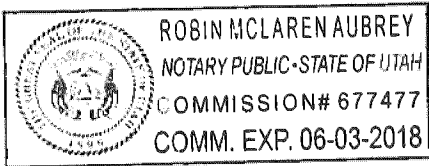


EXHIBIT "A"

Legal Description for Right of First Refusal Property

Real property located in Utah County, Utah, and described as follows:

Parcel 1:

The Southwest Quarter of Section 34, Township 5 South, Range 1 East, less and excepting the following described parcels:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 1941.72 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S89°50'07"E 761.26 FEET TO THE CENTER OF SAID SECTION 34, ALSO BEING THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION; THENCE S0°23'55"E ALONG THE QUARTER SECTION LINE 1702.33 FEET; THENCE WEST 773.11 FEET; THENCE NORTH 1704.48 FEET TO THE POINT OF BEGINNING.

Also less and excepting the parcel described in the Purchase Agreement, dated November 2, 2015 (as amended), as the "Phase II Parcel."

A portion of tax parcel no. 58:041:0020

Parcel 2:

The Southeast Quarter of Section 33, Township 5 South, Range 1 East, Salt Lake Base & Meridian.

Legal Description: THE SE 1/4 OF SEC 33, T5S, R1W, SLM. AREA 160 ACRES.
Serial Number: 58:041:0021

Legal Description: SW 1/4 OF SEC. 34, T5S, R1W, SLB&M.; COM FR SW COR. SEC. 34, T5S, R1W, SLB&M.; N 0 DEG 28' 50" E 2653.83 FT; S 89 DEG 48' 0" E 2702.72 FT; S 0 DEG 24' 12" E 2659.27 FT; N 89 DEG 41' 20" W 2743.72 FT TO BEG. AREA 166.072 AC. Serial Number: 58:041:0020

EXHIBIT "B"

Legal Description for Easement Property

Real property located in Utah County, Utah, and described as follows:

Parcel 1:

The Southwest Quarter of Section 34, Township 5 South, Range 1 East, less and excepting the following described parcel:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 1941.72 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S89°50'07"E 761.26 FEET TO THE CENTER OF SAID SECTION 34, ALSO BEING THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION; THENCE S0°23'55"E ALONG THE QUARTER SECTION LINE 1702.33 FEET; THENCE WEST 773.11 FEET; THENCE NORTH 1704.48 FEET TO THE POINT OF BEGINNING.

A portion of tax parcel no. 58:041:0020