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When Recorded Mail To:

Retail's Daylight LLC
c/o Capstone Advisors
1545 Faraday Avenue
Carlsbad, CA 92008
Attn: Alex Zikakis

14258329 B: 11501 P: 2172 Total Pages: 5
06/28/2024 12:48 PM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE NCS SAN DIEGO
9255 TOWNE CENTRE DRIVE, SUITESAN DIEGO, CA 92121

NCS-1193715-9D

ABOVE SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF RIGHT OF SECOND REFUSAL

THIS MEMORANDUM OF RIGHT OF SECOND REFUSAL ("**Agreement**") is made as of June 28, 2024 between WDG TRAIL CROSSING, LLC, a Utah limited liability company ("**Owner**"), and RETAIL'S DAYLIGHT LLC, a Delaware limited liability company ("**Daylight**"), with reference to the following facts:

RECITALS

A. Owner is the owner of certain real property located in South Jordan, Utah, as more particularly described on Exhibit A attached hereto (the "**Property**").

B. Owner and Daylight (as successor-in-interest to Capstone Acquisitions, Inc.) have previously entered into that certain unrecorded Purchase and Sale Agreement and Joint Escrow Instructions dated September 22, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated November 6, 2023, as further amended by that certain Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated January 19, 2024, as further amended by that certain Third Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated February 16, 2024, as further amended by that certain Fourth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated March 4, 2024, as further amended by that certain Fifth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated April 4, 2024, as further amended by that certain Sixth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated June 13, 2024, and as further amended by that certain Seventh Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated June 20, 2024 (collectively, the "**Purchase Agreement**"), pursuant to which Owner granted to Daylight the right of second refusal to purchase the Property under the terms and conditions set forth in the Purchase Agreement. Capitalized terms used and not otherwise defined in this Agreement are used as defined in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement and the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Owner and Daylight,

Owner and Daylight hereby agree as follows:

1. Grant of Right of Second Refusal. Subject to the terms and conditions set forth in the Purchase Agreement (including, without limitation, subject in all respects to the Existing 5422 ROFR, as defined in the Purchase Agreement), Owner hereby grants to Daylight an exclusive option to purchase the Property as more fully set forth in the Purchase Agreement.

2. No Amendment to Purchase Agreement. This Agreement is solely to put third parties on notice of Daylight's right of second refusal to purchase the Property from Owner as provided in the Purchase Agreement and nothing contained in this Agreement shall, or shall be deemed to, modify or amend the Purchase Agreement in any respect. In the event of any conflict between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement shall prevail.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[Signature and Acknowledgment Pages Follow]

DAYLIGHT:

RETAIL'S DAYLIGHT LLC, a Delaware limited liability company

By: CADO Management, LLC, a Delaware limited liability company, its Manager

By: Zikakis Asset Management, LLC, a California limited liability company, its Sole Member

By: Capstone Asset Management, Inc., a California corporation, its Managing Member

By: Alex Zikakis
Name: Alex Zikakis
Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

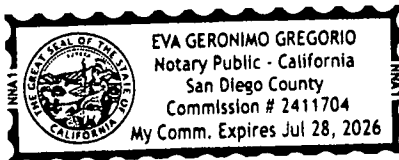
STATE OF California)
) SS
COUNTY OF San Diego

On June 24, 2024 before me, Eva Geronimo Gregorio Notary Public, personally appeared Alex Zikakis who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]



**EXHIBIT A
TO
MEMORANDUM OF RIGHT OF SECOND REFUSAL**

Property Legal Description

A portion of that certain real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Lot C-109, KENNECOTT DAYBREAK VILLAGE 7A PLAT 1, according to the official plat thereof, recorded November 20, 2015 as Entry No. 12174130 in Book 2015P at Page 261 in the Salt Lake County Recorder's office.