

WHEN RECORDED, MAIL TO:
CJM Limited Liability Limited Partnership
Attn: Legal Department
10780 W. State St. #252
Star, ID 83669

With a copy to:
Wild Rose Properties, LLC
Attn: Garrett Dotson
21 S. Lobban
Buffalo, WY 82834

MEMORANDUM OF RIGHT OF FIRST REFUSAL

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL ("Memorandum") is made and entered into as of the date June 23, 2025, by and between WILD ROSE PROPERTIES, LLC, a Wyoming limited liability company ("Owner") and CJM LIMITED LIABILITY LIMITED PARTNERSHIP, an Idaho limited partnership ("Grantee") (collectively referred to as the "Parties").

RECITALS

- A. Owner is the fee simple owner of certain real property located in 130 Wyoming Avenue, Sheridan, WY 82801 with Parcel No. 56842746500725, more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").
- B. Pursuant to the Parties Purchase and Sale Agreement dated May 28, 2025 ("Agreement"), Owner has granted Grantee a right of first refusal with respect to any proposed sale, transfer or conveyance of the Property, subject to the terms and conditions of the Agreement ("Right of First Refusal").
- C. The Parties desire to record this Memorandum to give notice of the existence of the Right of First Refusal in favor of Grantee.

NOW THEREFORE, the Parties hereby agree as follows:

- 1. **Right of First Refusal.** Owner has granted to Grantee a Right of First Refusal with respect to the Property, as more fully set forth in the Agreement. In the event Owner receives a bona fide offer to purchase the Property, or any portion thereof, which Owner intends to accept, Owner must provide written notice of such offer to Grantee. Grantee shall have the right to purchase the Property pursuant to the terms of the Agreement.
- 2. **Notice.** Any person or entity acquiring an interest in the Property is hereby put on notice of the existence of the Right of First Refusal granted to Grantee under the Agreement and this Memorandum is recorded for such notice.
- 3. **Term.** The Term of the Agreement shall run with the Property until either: i) Grantee exercises its Right of First Refusal, or ii) Grantee gives its notice to Owner of its intent to waive its Right of First Refusal or Grantee fails to notify Owner of its election to exercise its Right of First Refusal

within a thirty (30) day period after receipt of an Offer Notice and a third-party purchases the Property.

4. **No Modification.** This Memorandum is intended only to provide notice of the existence of the Right of First Refusal in the Agreement and shall not be deemed or construed to modify, amend or supersede any of the terms of the Agreement.
5. **Counterparts.** This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date written above.

OWNER:

WILD ROSE PROPERTIES, LLC,
a Wyoming limited liability company

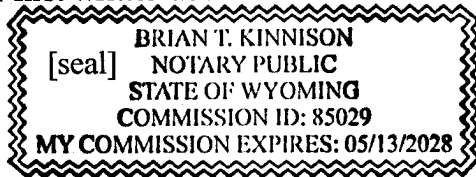
By: [Signature]
Garrett Dotson, Manager

By: [Signature]
Natasha Dotson, Manager

STATE OF WY)
COUNTY OF Sheridan) ss.

On this 25th day of June, 20 25, before me, a Notary Public for the State of Wyoming, personally appeared Garrett Dotson, known or identified to me to be the Manager of Wild Rose Properties, LLC, a Wyoming limited liability company, and the person who executed the instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.



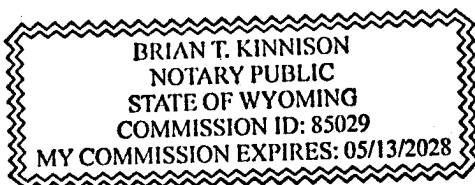
[Signature]
Notary Public
Residing at: Sheridan WY
My commission expires: 5-13-28

STATE OF WY)
COUNTY OF Sheridan) ss.

On this 25th day of June, 20 25, before me, a Notary Public for the State of Wyoming, personally appeared Natasha Dotson, known or identified to me to be the Manager of Wild Rose Properties, LLC, a Wyoming limited liability company, and the person who executed the instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

[seal]



[Signature]
Notary Public
Residing at: Sheridan WY
My commission expires: 5-13-28

GRANTEE:

CJM LIMITED LIABILITY LIMITED
PARTNERSHIP, an Idaho limited
partnership

By: [Signature]
Donald Mark Ridley, Authorized Partner

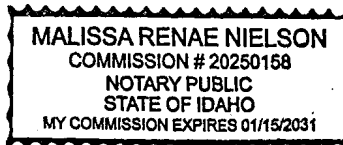
STATE OF Idaho)
COUNTY OF Ada) ss.

On this 23rd day of June, 20 25, before me, a Notary Public for the State of Idaho, personally appeared Donald Mark Ridley, known or identified to me to be the Authorized Partner of CJM Limited Liability Limited Partnership, a Idaho limited partnership, and the person who executed the instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

[seal]

Malissa Nielson
Notary Public
Residing at: Eagle, ID
My commission expires: 01/15/2031





2025-800132 6/25/2025 4:01 PM PAGE: 5 OF 5
FEES: \$24.00 PK MEMORANDUM
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT A

**Lot 26, Block 4, South Park Addition to the Town, now City of Sheridan, Sheridan
County, Wyoming**

NO. 2025-800132 MEMORANDUM

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801