

18-013162

SPACE ABOVE FOR RECORDERS USE ONLY

Prepared under local supervision by:

Leanne Welds, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Ave, NY, NY 10017

When recorded, return to:

Chicago Title #LaQ-18000362-JGT
711 Third Ave, #500, NY, NY 10017

SHORT FORM LEASE

dated as of 5/30/18

THIS SHORT FORM LEASE ("Short Form Lease") is between CPLG PROPERTIES L.L.C., a Delaware limited liability company, having an address c/o CorePoint Operating Partnership L.P., 909 Hidden Ridge, Suite 600, Irving, Texas 75038 (herein referred to as "Landlord") and COREPOINT TRS L.L.C., a Delaware limited liability company, having an address at c/o CorePoint Operating Partnership L.P., 909 Hidden Ridge, Suite 600, Irving, Texas 75038 (herein referred to as "Tenant").

WITNESSETH

That in consideration of the rents, covenants and conditions more particularly set forth in a certain Lease Agreement between Landlord and Tenant entered into as of 5/30/18 (the "Lease"), a complete copy of which is on file at the office of the Landlord set forth above, Landlord and Tenant do hereby covenant, promise and agree as follows:

A. Demised Premises.

Landlord does demise and lease unto Tenant and Tenant does take and lease from Landlord for the term hereinafter provided, and any extension thereof, the following property described on SCHEDULE A hereto, together with the buildings and other improvements now or hereafter located thereon. Said land, buildings and improvements shall be hereinafter collectively referred to as the "Demised Premises".

UT 962

B. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

C. Lease Term is in accordance with the following Sections of the Lease:

2.3 Fixed Term.

The initial term of this Agreement (the "Fixed Term") shall commence on MAY 30, 2018 (the "Commencement Date") and shall expire on the sixth anniversary of the last day of the month in which the Commencement Date occurs unless sooner terminated in accordance with the provisions hereof.

2.4 Renewal Term.

(a) Provided that no Event of Default shall have occurred and be continuing, this Agreement shall automatically extend for two renewal terms of five (5) years each (each such renewal a "Renewal Term") unless Tenant elects, by providing Notice no later than 30 months prior to the scheduled expiration of the Term of this Agreement or the previous Renewal Term, as applicable, to terminate this Agreement upon the expiration of the then current Term. Any such Notice to terminate shall, if given, be irrevocable, but Tenant's failure to terminate shall not preclude Landlord from exercising any of its rights to terminate this Agreement in accordance with the terms hereof.

(b) Each Renewal Term shall commence on the day succeeding the expiration of the Fixed Term or the preceding Renewal Term, as the case may be. All of the terms, covenants and provisions of this Agreement shall apply to each such Renewal Term. Tenant shall have no right to extend the Term beyond the expiration of the last Renewal Term. If Tenant does not give Notice that it elects to terminate this Agreement in accordance with this Section 2.4, this Agreement shall automatically renew at the end of the Term then in effect as provided in the preceding paragraph.

This Short Form Lease is executed and submitted for recording to impart constructive notice as to the existence of the Lease.

The Lease is binding upon the parties hereto, their successors and/or assigns.

To the extent there are any inconsistencies between this Short Form Lease and the Lease, the Lease shall govern and control.

This Short Form Lease may be executed in counterparts, which, when taken together, shall constitute one (1) original.

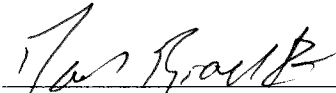
[Signatures and notarial acknowledgements appear on the following page]

This instrument has been duly executed, acknowledged and delivered by the undersigned pursuant to proper authority as of the day and year first above written.

LANDLORD:

CPLG PROPERTIES L.L.C., a Delaware limited liability company

By:



Name: David Bradtke

Title: Senior Vice President, Tax

The following acknowledgment page, including notary execution, is hereby incorporated by reference into this page as if set forth hereon in its entirety.

COUNTY OF DALLAS, STATE OF TX:

Multi-State-Acknowledgment:

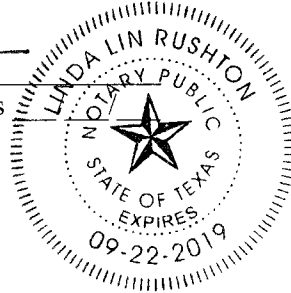
On 5/ 24 /18, before me, the undersigned officer, personally appeared David Bradtke personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Senior Vice President, Tax of the foregoing executing entity (hereinafter, the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity. *** Witness my hand and official seal.

Uniform-Acknowledgment --- Supplemental to the foregoing acknowledgment:

On 5/ 24 /18, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bradtke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. *** Witness my hand and official seal.

Linda Lin Rushton

Notary Public --- My commission expires

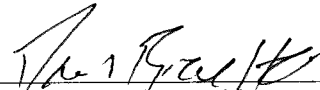


In witness whereof:

This instrument has been duly executed, acknowledged and delivered by the undersigned pursuant to proper authority as of the day and year first above written.

TENANT:

COREPOINT TRS L.L.C., a Delaware limited liability company

By: 
Name: David Bradtke
Title: Senior Vice President, Tax

The following acknowledgment page, including notary execution, is hereby incorporated by reference into this page as if set forth hereon in its entirety.

COUNTY OF DALLAS, STATE OF TX:

Multi-State-Acknowledgment:

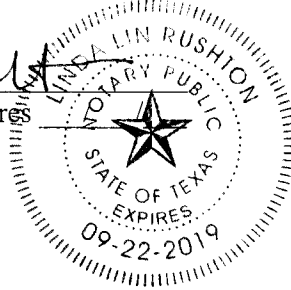
On 5/ 21 /18, before me, the undersigned officer, personally appeared David Bradtke personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Senior Vice President, Tax of the foregoing executing entity (hereinafter, the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity. *** Witness my hand and official seal.

Uniform-Acknowledgment --- Supplemental to the foregoing acknowledgment:

On 5/ 21 /18, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bradtke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. *** Witness my hand and official seal.

Guida Proulx

Notary Public --- My commission expires



SCHEDULE-A
LEGAL-DESCRIPTION

PARCEL 1:

Lot 1, Plat "A", LAKE RIDGE DEVELOPMENT SUBDIVISION, according to the Official Plat thereof, as recorded in the Office of the Utah County Recorder, State of Utah.

ALSO described of record as follows:

COMMENCING at a point West 1000.91 feet and South 838.67 feet from the North One Quarter Corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; running thence East 44.87 feet; thence South 67.00 feet; thence East 351.45 feet; thence South 247.88 feet; thence South 45°00'00" East 20.44 feet; thence South 135.11 feet; thence West 114.04 feet; thence along the arc of a 110.00 foot radius curve to the right 78.62 feet (chord bears North 69°31'33" West 76.95 feet); thence North 49°03'07" West 242.83 feet; thence along the arc of a 110.00 foot radius curve to the right 92.30 feet (chord bears North 25°00'46" West 89.62 feet); thence North 00°58'24" West 197.19 feet to the point of BEGINNING.

PARCEL 1A:

TOGETHER WITH a perpetual, non-exclusive Right-of-Way and Easement for vehicular ingress and egress as disclosed by SPECIAL WARRANTY DEED, recorded August 8, 1996, as Entry No. 65199, in Book 4040, at Page 567, of Official Records, over and across the following described real property (the "Easement Area") located in Utah County, Utah:

COMMENCING at a point located South 632.84 feet and West 948.58 feet from the North Quarter Corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; running thence along the arc of a 19.5 foot radius curve to the left 17.55 feet (chord bears South 25°47'02" West 16.96 feet); thence South 190.55 feet; thence West 31.0 feet; thence North 203.28 feet; thence along the arc of a 19.5 foot radius curve to the left 10.53 feet (chord bears North 15°28'31" West 10.41 feet); thence along the arc of a 2929.90 foot radius curve to the left 41.83 feet (chord bears South 79°41'28" East 41.83 feet) to the point of BEGINNING.

PARCEL 2:

Benefits, if any, contained in DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, dated December 9, 1997, between LAKE RIDGE ASSOCIATES, L.C., a Utah limited liability company and LA QUINTA INNS, INC., a Texas corporation, recorded December 17, 1997, as Entry No. 100292, in Book 4467, at Page 432, and as Amended by FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, dated May 4, 2001, and recorded May 14, 2001, as Entry No. 46882:2001, of Official Records, Utah County, Utah.

The following is shown for informational purposes only: Tax ID No. 45:220:0001