



W2813648

WHEN RECORDED, RETURN TO:

Maverik, Inc.
Attn.: Real Estate Department
185 S. State Street, Suite 800
Salt Lake City, Utah 84111

E# 2813648 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
07-Sep-16 0242 PM FEE \$17.00 DEP TN
REC FOR: KIRTON & MCCONKIE
ELECTRONICALLY RECORDED

Parcel Nos. 04-029-0050 and 04-029-0051

[Space Above for Recorder's Use]

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is dated as of the 31 day of August, 2016, by and between CEDAR CITY CRYSTAL INN LLC, a Utah limited liability company ("Landlord"), and MAVERIK, INC., a Utah corporation, formerly Maverik, Inc., a Wyoming corporation ("Tenant").

RECITALS

A. Landlord owns certain real property located in the County of Weber, State of Utah, situated on 2810 Washington Blvd, in Ogden, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein (as more fully described in the Ground Lease, and hereinafter defined, the "Premises").

B. Landlord has leased the Premises to Tenant pursuant to a Ground Lease, dated December 28, 2015 (the "Lease").

C. Pursuant to this Memorandum, Landlord and Tenant desire to confirm, ratify and give public notice of Landlord's lease of the Premises to Tenant pursuant to the Lease and of certain of the rights and interests of Tenant and Landlord under the Lease.

Notice is hereby given of the following:

1. Lease. The Lease pertains to certain real property located in the County of Weber, State of Utah, situated on 2810 Washington Blvd, in Ogden, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein.

2. Term. The Lease provides that the Initial Term of the Lease is twenty (20) years commencing on December 28, 2015 (the "Commencement Date"). The term of the Lease will be automatically extended for five (5) additional consecutive periods of ten (10) years each, all on the terms and conditions in the Lease, unless Tenant gives written notice to Landlord of Tenant's intent not to have the term of the Lease so extended.

3. Use and Restrictions. The Lease provides the following restrictions upon Tenant's use of the Premises.

(a) Tenant may use the Premises for any legal purpose.

4. Right of First Refusal. During the Term, Tenant shall have a recurring right of first refusal to purchase from Landlord, upon the terms and conditions contained in this Section, Landlord's entire right, title, interest, and estate in and to the fee interest in the Premises, including without limitation, Landlord's reversionary interest ("Landlord's Estate"). In the event that Landlord shall receive a bona fide written

offer acceptable to Landlord, or shall enter into a bona fide written contract, for the purchase by a third party of Landlord's Estate or any portion thereof, Landlord shall promptly give written notice thereof to Tenant and shall deliver to Tenant a complete and correct copy of such offer or contract. The effective date of such notice is herein referred to as the "**Notice Date.**" Tenant shall have the right, at its option, to purchase Landlord's Estate (or the portion thereof subject of such offer or contract) at the same price and upon substantially the same terms and conditions contained in the offer or contract by giving written notice thereof to Landlord within twenty (20) days after the Notice Date. If the offer includes real estate other than the Premises or a part thereof or an interest therein, or if the consideration to be paid under the offer for the Premises, or such part thereof or interest therein, is in whole or in part other than cash (the term "cash" to include mortgages and deeds of trust not to be removed by the proposed transfer) then Landlord in the notice shall state the bona fide cash fair market value at which Tenant shall be entitled to accept a transfer of only the Premises, or such part thereof or such interest therein, but other than Tenant's right to accept a transfer of only the Premises, or part thereof or an interest therein, and Tenant's right to pay said cash fair market value therefor, the transfer to Tenant shall be on the terms of the offer. If a dispute arises over the Landlord's statement of cash fair market value as provided in this Section, Tenant may obtain an appraisal of the value of the consideration being conveyed to Landlord for the Premises from an appraiser reasonably acceptable to Landlord, or part thereof or interest therein, and thereafter purchase the Premises for that price. If Tenant does not give written notice within twenty (20) days after the Notice Date that Tenant will purchase Landlord's Estate (or portion thereof offered), then Landlord shall be free to complete the sale of Landlord's Estate (or the portion thereof subject of such offer or contract) to the involved third party upon the same terms and conditions contained in the offer or contract, so long as the said sale is completed within ninety (90) days after the Notice Date. If the proposed sale to such person is not completed within ninety (90) days after the Notice Date upon the same terms and conditions contained in the offer or contract, then the right of Tenant under this Section shall be fully restored and reinstated as if such offer or contract had never been presented to Tenant as herein required. If the option to purchase is timely exercised by Tenant, then the subject sale shall be closed and consummated within ninety (90) days after the Notice Date.


5. Memorandum. The foregoing represent only selected provisions of the Lease. Interested parties should contact Landlord or Tenant for more information. This Memorandum, and the rights and obligations of the parties hereunder, are subject to all of the terms and conditions of the Lease. This Memorandum does not add to, supersede, replace, amend or otherwise affect the Lease. To the extent of any conflict or inconsistency between any provisions of this Memorandum and the provisions of the Lease, the Lease, and not this Memorandum, shall control and govern.

[Signature page and acknowledgements follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date set forth above.

LANDLORD:
CEDAR CITY CRYSTAL INN LLC,
a Utah limited liability company

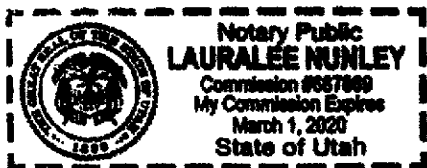
TENANT:
MAVERIK, INC.
a Utah corporation, formerly Maverik, Inc., a
Wyoming corporation


By: Chuck Magglet, Managing Director


By: Andre M Lortz EVR+CFO

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

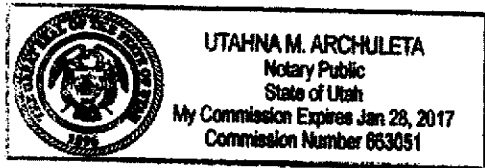
On the 31 day of August, 2016, personally appeared before me Chuck Magglet who duly acknowledged to me that s/he executed the foregoing Memorandum of Lease as the Managing Director of Cedar City Crystal Inn LLC, a Utah limited liability company.




Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 31 day of August, 2016, personally appeared before me Andre M. Lortz who duly acknowledged to me that s/he executed the foregoing Memorandum of Lease as EVR+CFO of Maverik, Inc., a Utah corporation.





Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of Ogden, County of Weber, State of Utah, described as follows:

PARCEL 1:

A PART OF BLOCK 4, SOUTH OGDEN SURVEY, OGDEN, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°58'00" WEST 260.00 FEET FROM THE NORTHWEST CORNER OF LOT 27 OF SAID BLOCK 4; THENCE SOUTH 89°02'00" EAST 330.00 FEET; THENCE SOUTH 00°58'00" WEST 115.00 FEET; THENCE NORTH 89°02'00" WEST 330.00 FEET; THENCE NORTH 00°58'00" EAST 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PART OF BLOCK 4, SOUTH OGDEN SURVEY, OGDEN, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27 OF SAID BLOCK 4; THENCE SOUTH 89°02'00" EAST 270.00 FEET; THENCE SOUTH 00°58'00" WEST 132.00 FEET; THENCE SOUTH 89°02'00" EAST 60.00 FEET; THENCE SOUTH 00°58'00" WEST 128.00 FEET; THENCE NORTH 89°02'00" WEST 330.00 FEET; THENCE NORTH 00°58'00" EAST 260.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM SAID PARCEL 2, THE FOLLOWING DESCRIBED TRACT OF LAND AS CONVEYED IN QUIT-CLAIM DEED RECORDED JUNE 10, 1975 AS ENTRY NO. 639496 IN BOOK 1088 AT PAGE 543 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 27, BLOCK 4, SOUTH OGDEN SURVEY OF OGDEN CITY SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 27 WHICH LIES SOUTH 89°02' EAST 270.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 27, AND RUNNING THENCE SOUTH 0°58' WEST 132 FEET; THENCE NORTH 89°02' WEST 1.8 FEET; THENCE NORTH, BEARING SLIGHTLY EAST, 132 FEET MORE OR LESS, TO THE POINT OF BEGINNING.