

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

12785336  
6/5/2018 3:23:00 PM \$16.00  
Book - 10681 Pg - 2570-2573  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 4 P.

Parcel ID No.: 16-21-479-017 and 16-21-479-016

Maverik-JH

[Space Above for Recorder's Use]

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is dated as of the 25 day of MAY, 2018 by and between HIGH TIME VENTURES, LLC, a Texas limited liability company ("**Landlord**"), and MAVERIK, INC., a Utah corporation ("**Tenant**").

### RECITALS

A. Landlord owns certain real property located at 2680 South 2000 East in Salt Lake City, Salt Lake County, Utah, which is described more particularly on Exhibit A attached hereto (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 May 1, 2018 (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 real property located at 2680 South 2000 East in Salt Lake City, Salt Lake County, Utah, which is described more particularly on Exhibit A attached hereto.

2. Term. The Lease provides that the Initial Term of the Lease is ten (10) years commencing on May 1, 2018 (the "**Commencement Date**"). The term of the Lease will be automatically extended for four (4) additional consecutive periods of five (5) 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 operation of a convenience store and fuel sales facility and no other use without Landlord's prior consent which may be granted or withheld or conditioned in Landlord's sole and absolute discretion. (the "**Permitted Use**"). Landlord has not restricted and no other party has the exclusive right to sell fuel, convenience items, sandwiches or other food items, cigarettes, and alcohol on the Premises.

4. 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.

5. Affidavit by Landlord. The recorded affidavit of Landlord attesting to the expiration or termination of this Lease shall be sufficient for reliance by third parties dealing with the Property including but not limited to subsequent purchasers and lenders and shall be considered a release of this Memorandum.

*[Signatures and acknowledgements to follow]*

**ACCOMMODATION RECORDING ONLY.  
FIRST AMERICAN TITLE MAKES NO  
REPRESENTATION AS TO CONDITION  
OF TITLE, NOR DOES IT ASSUME ANY  
RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR AFFECT OF DOCUMENT.**

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

LANDLORD:

TENANT:

HIGH TIME VENTURES, LLC, a  
Texas limited liability company

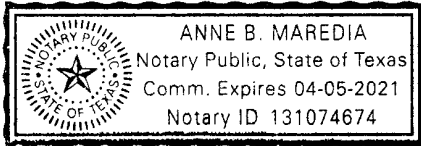
MAVERIK, INC., a  
Utah corporation

By: CHAROLIA, Salim  
Name: SALIM CHAROLIA  
Its: MEMBER

By: [Signature]  
Name: Chuck Maggelet  
Its: President

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

On the 25th day of May, 2018 personally appeared before me Salim Charolia who duly acknowledged to me that s/he executed the foregoing Memorandum of Lease as the Member of High Time Ventures, LLC, a Texas limited liability company.

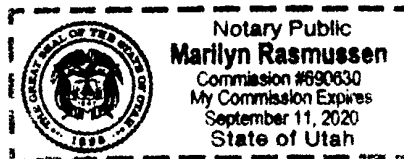


[Signature]  
Notary Public

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

On the 25th day of May, 2018 personally appeared before me Chuck Maggelet who duly acknowledged to me that s/he executed the foregoing Memorandum of Lease as President of Maverik, Inc., a Utah corporation.

[Signature]  
Notary Public



**EXHIBIT A**  
Legal Description

PARCEL 1:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF 20TH EAST STREET AND THE NORTH LINE OF 2700 SOUTH STREET, WHICH INTERSECTION IS ALSO THE SOUTHEAST CORNER OF LOT 8, COUNTRY CLUB GARDEN TRACT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE WEST ALONG THE NORTH LINE OF 2700 SOUTH STREET, 178.95 FEET; THENCE NORTH 106 FEET; THENCE EAST 178.95 FEET TO THE WEST LINE OF 20TH EAST STREET; THENCE SOUTH ALONG SAID WEST LINE 106 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF LOT 7, COUNTRY CLUB GARDEN TRACT, COMMENCING AT A POINT 28 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7, AND RUNNING THENCE NORTH 50 FEET; THENCE WEST 179.24 FEET; THENCE SOUTH 50 FEET; THENCE EAST 178.95 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Said property is also known by the street address of:  
2680 South 2000 East  
Salt Lake City, UT 84109