

MAIL RECORDED ORIGINAL TO:

Legal Department (34734) 20  
 7-Eleven, Inc.  
 1722 Routh Street, Suite 1000  
 Dallas, Texas 75201-2506  
**Return to: ND7**  
**Republic Title of Texas, Inc.**  
**2626 Howell Street, 10th Floor**  
**Dallas, Texas 75204**

FOR RECORDER'S USE

11296273  
 12/13/2011 11:37 AM \$20.00  
 Book - 9974 Pg - 1847-1852  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 REPUBLIC TITLE  
 SHERYL WILSON  
 2626 HOWELL ST 10TH FLOOR  
 DALLAS TEXAS 75204-4064  
 BY: KCC, DEPUTY - MA 6 P.

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE shall evidence that there is in existence a Lease as described herein. The parties have executed this Memorandum of Lease for recording purposes only as to the Lease hereinafter described, and it is not intended to and shall not modify, amend, supersede or otherwise affect the terms and provisions of said Lease. In the event of any conflict between this Memorandum of Lease and the Lease, the Lease shall control. All of the capitalized terms contained herein are defined in the Lease.

1. Name of Document: FREESTANDING LEASE
2. Name of Landlord: DAYBREAK CONVENIENCE, LLC, a Utah limited liability company
3. Name of Tenant: 7-ELEVEN, INC., a Texas corporation
4. Address of Landlord: Daybreak Convenience, LLC  
 1572 N. Woodland Park Dr., Ste 505  
 Layton, UT 84041  
 Attn: Gary Wright and Spencer Wright
5. Address of Tenant: 7-Eleven, Inc.  
 Attn: Corporate Real Estate  
 1722 Routh Street, Suite 1000  
 Dallas, Texas 75201-2506
6. Date of Lease: September 30, 2010
7. Premises/Leased Property: The Premises is described on Exhibit A attached hereto and made a part hereof and includes the non-exclusive right for Tenant and its employees, suppliers, contractors, authorized representatives and invitees to use any means of ingress and egress to property adjoining the Premises, insofar as Landlord has the right to grant such use.

8. Commencement Date: The Term commences on the earlier to occur of the following: (i) one hundred twenty (120) days after Landlord's delivery of the Premises to Tenant in the condition required under the Lease, with all conditions precedent waived or satisfied; or (ii) the date Tenant opens for business from the Premises.
9. Initial Lease Term: Fifteen (15) Years
10. Option to Extend: Four (4) successive options for five (5) years for each option.
11. Permits/Licenses: Landlord hereby grants to Tenant the right to apply for and obtain any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of the Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith (including without limitation if the signature of the fee owner of the property is required to apply for such permits or licenses). Landlord shall cooperate with Tenant with respect to such permits or licenses, at no out-of-pocket cost to Landlord.

This Memorandum of Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

A copy of the Freestanding Lease is on file with Landlord and Tenant at their respective addresses set forth above.

[The Remainder of this Page Intentionally Left Blank.  
Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

**LANDLORD:**

DAYBREAK CONVENIENCE, LLC, a Utah limited liability company

By: *Spencer H. Waibht*

Name: SPENCER H. WAIBHT

Title: MANAGER

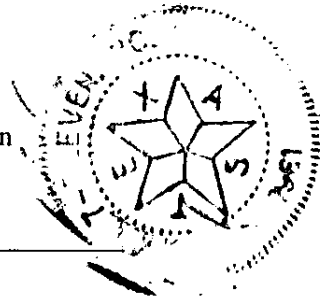
**TENANT:**

7-ELEVEN, INC., a Texas corporation

By: *Daniel J. Porter*

Name: DANIEL J. PORTER  
Vice President

Title: \_\_\_\_\_



**ATTEST:**

*Robin D. Bryant*

**ROBIN D. BRYANT**

**Assistant Secretary**

ACKNOWLEDGMENT  
(Landlord)

STATE OF UTAH )  
 ) ss.  
County of Davis )

On this 15 day of November, 20 11, before me, Kristie Flory, a Notary Public, personally appeared Spencer H. Wright, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of DAYBREAK CONVENIENCE, LLC, a Utah limited liability company, and that said document was signed by him/her in behalf of said Company by Authority of its Bylaws or Resolution of its Board of Directors, and acknowledged to me that said Company executed the same.

Kristie Flory  
Notary Public

(Seal)



ACKNOWLEDGMENT  
(Tenant)

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Daniel J. Porter and Robin D. Bryant, a(n) Vice President and an Assistant Secretary, respectively, of 7-ELEVEN, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8<sup>th</sup> day of December, 2011.

Kim Parenzan  
(Notary signature)  
Kim Parenzan  
(typed or printed name)

(seal)



My commission expires: October 17, 2015

EXHIBIT A

The Premises consist of the approximately 47,000 square feet of land legally described as follows, together with a building located thereon containing approximately 3,010 square feet of retail space to be constructed thereon, located at the Southwest corner of Daybreak Parkway & Vadiana Drive, South Jordan, Utah:

Real property in the City of South Jordan, County of Salt Lake, State of Utah, described as follows:

COMMENCING AT A POINT WHICH IS SOUTH 89°58'42" EAST, 57.84 FEET ALONG THE SOUTH LINE OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND NORTH 00°01'18" EAST, 970.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 89°58'42" EAST, 2677.86 FEET BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 24) AND THENCE RUNNING NORTH 35°27'34" WEST 38.59 FEET; THENCE NORTH 70°26'41" WEST 36.45 FEET; THENCE NORTH 35°07'04" WEST, 118.79 FEET TO THE SOUTH LINE OF DAYBREAK PARKWAY DRIVE; THENCE NORTH 54°53'01" EAST, 191.29 FEET ALONG SOUTH LINE DAYBREAK PARKWAY DRIVE; THENCE SOUTH 37°11'45" EAST, 59.02 FEET; THENCE 16.26 FEET ALONG A 190.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 34°44'38" EAST 16.26 FEET); THENCE 19.17 FEET ALONG A 210.00 FOOT REVERSE RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 34°54'26" EAST, 19.17 FEET); THENCE 93.02 FEET ALONG A 363.75 FOOT REVERSE RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 30°11'48" EAST, 92.76 FEET); THENCE SOUTH 54°46'55" WEST, 163.99 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 0.7982 ACRES

Said Property is also known by the street address of:

5203 West Daybreak Parkway, South Jordan, UT 84095