

WHEN RECORDED RETURN TO:

Snell & Wilmer L.L.P.  
Attn: AJ Pepper  
15 W. South Temple, Suite 1200  
Salt Lake City, UT 84101

APNs: 32-003-0105, 32-003-0085, 32-003-0086,  
~~32-003-0124~~, ~~32-003-0121~~, 32-003-0117, 32-003-~~0119~~; 0131  
~~32-003-0090~~; ~~32-003-0079~~, ~~32-003-0110~~,  
~~32-003-0103~~, ~~32-003-0111~~, 32-003-0109  
~~32-003-0133~~  
~~32-003-0130~~  
~~32-003-0141~~

CTIA # 122693-WHF

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE ("Memorandum") is made as of March 31, 2020 by and between CJM LIMITED LIABILITY LIMITED PARTNERSHIP, an Idaho limited partnership, having an office at 621 Washington Street South, Twin Falls, Idaho 83301 ("Landlord") and SANTAQUIN MARKET, INC., a Utah corporation, having an office at 1050 South State Street, Mt. Pleasant, Utah 84647 ("Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into that certain unrecorded Amended and Restated Ground Lease dated as of March 31, 2020 (as may be amended, the "Lease"). All capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Lease.

B. Landlord and Tenant desire to provide notice that Tenant has leased the Premises located in the County of Utah, State of Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and all improvements located thereon, on the terms and conditions as more fully set forth in the Lease.

NOW, THEREFORE, in consideration of the facts hereinabove set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Demise of Premises. Landlord has leased to Tenant the Premises for a Term commencing on the date of the Lease noted in the above recitals and expiring on the fifteenth (15th) anniversary thereof, as such Term may be extended pursuant to the terms of the Lease. Pursuant to the Lease, Landlord has the option to purchase the Improvements, the Inventory, the Prescription Files, and the Equipment from Tenant on the terms and conditions contained therein.

2. Incorporation by Reference; No Modification of Lease. The terms and conditions of the Lease are incorporated herein by this reference. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Lease, and this Memorandum in no way modifies the terms and conditions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

3. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the state of Utah without regards to its conflict of laws principles.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

LANDLORD:

CJM LIMITED LIABILITY LIMITED PARTNERSHIP,  
an Idaho limited partnership

By: *Mark Ridley*  
Name: Mark Ridley  
Title: President

STATE OF IDAHO )  
 )SS.  
COUNTY OF TWIN FALLS )

This instrument was acknowledged before me on March 31<sup>st</sup>, 2020 by Mark Ridley, as President of CJM LIMITED LIABILITY LIMITED PARTNERSHIP, an Idaho limited partnership, on behalf of the company.



*Kara Gosnell*  
Notary Public

TENANT:

SANTAQUIN MARKET, INC.,  
a Utah corporation

By: Walter Scott Hymas  
Name: Walter Scott Hymas  
Title: President

STATE OF Utah )  
County of Sanpete ) ss.

This instrument was acknowledged before me on March 30 2020, by  
Walter Scott Hymas, as President of SANTAQUIN MARKET, INC., a Utah  
corporation, on behalf of the company.

Ewa Jane Beesley  
Notary Public

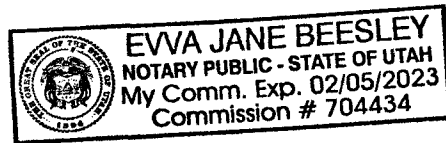


EXHIBIT A  
to  
Memorandum of Ground Lease

All that certain real property located in the County of Utah, State of Utah, described as follows:

All of future Lot 1, of the forthcoming Ridley's Subdivision being described temporarily metes and bounds as follows:

A part of the Northeast quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the East line of 400 East Street as dedicated at a point located 1737.87 feet South 00°30'50" East along the quarter section line; and 29.78 feet South 89°29'04" East from the North quarter corner of said Section 1; and running thence South 89°29'04" East 666.49 feet to a point of curvature; thence Southeasterly along the arc of a 115.00 foot radius curve to the right a distance of 94.95 feet (central angle equals 47°18'24" and long chord bears South 65°49'52" East 92.28 feet) to a point of tangency; thence South 42°10'40" East 36.60 feet to the Westerly line of 500 East Street as dedicated; thence along said Westerly line the following five courses: (1) South 47°49'20" West 105.21 feet; (2) South 54°56'50" West 88.68 feet; (3) South 47°49'20" West 141.27 feet; (4) South 19°16'14" West 52.56 feet and (5) Southwesterly along the arc of a 233.00 foot radius curve to the left a distance of 112.26 feet (center bears South 62°13'40" East, central angle equals 27°36'17" and long chord bears South 13°58'12" West 111.18 feet) to a point of tangency on the West line of 500 East Street as it exists at 31.00 foot half-width; thence South 00°10'03" West 142.84 feet along said West line; thence North 89°49'57" West 351.40 feet; thence North 00°10'03" East 258.59 feet; thence North 89°49'57" West 120.51 feet to said East line of 400 East Street; thence North 06°32'41" West 58.19 feet along said East line; thence South 89°29'04" East 127.50 feet; thence North 00°30'56" East 237.41 feet; thence North 89°29'04" West 127.50 feet to said East line of 400 East Street; thence North 00°30'56" East 32.50 feet along said East line to the point of beginning.

Tax Parcel I.D. Nos: 32-003-0105, 32-003-0085, 32-003-0086, 32-003-0121, 32-003-0117, 32-003-0119, 32-003-0090, 32-003-0079, 32-003-0110, 32-003-0103, 32-003-0111 and 32-003-0109