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 SHERYL L. WHITE, DAVIS CNTY RECORDER
 1999 JUL 21 10:11 AM FEE 16.00 DEP MEC
 REC'D FOR JARDINE PETROLEUM CO
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06-094-0021

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MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease between Conoco, Inc., as Lessor and Jardine Petroleum Co., as Lessee is made to memorialize a Lease Agreement between the parties dated May 28, 1999, for the purpose of recordation, to give public notice of the existence of said Lease Agreement. The first page, signature page, and legal description from which are attached hereto and by this reference made a part hereof.

IN TESTIMONY WHEREOF, this Memorandum of Lease is executed on this 6th day of July, 1999, in duplicate originals to be effective as of the date of said Lease Agreement.

LESSEE:

JARDINE PETROLEUM COMPANY
 a Utah Corporation

By: [Signature]
 Name: STERLING J. JARDINE
 Title: C.E.O.

LESSOR:

CONOCO INC.,
 a Delaware Corporation

By: [Signature]
 Name: JENNIE V. BAKER
 Title: MGR. Lubricants Sales

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 6th day of July, 1999, personally appeared before me Sterling J. Jardine who being duly sworn did say that s/he is the CEO of Jardine petroleum Co., and that said instrument was signed on behalf of said corporation by authority of its bylaws or by resolution of its board of directors, and said Sterling J. Jardine acknowledged to me that said corporation executed the same.



ALAN P. HANSEN
 Notary Public
 102 West 500 South, Suite 402
 Salt Lake City, Utah 84101
 My Commission Expires
 January 2, 2000
 State of Utah

Notary Public

Residing at Sec 14

My commission expires:

1-2-00

STATE OF TEXAS)

: ss.

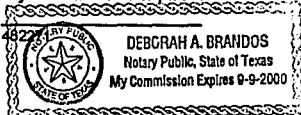
COUNTY OF HARRIS)

On the 9th day of July, 1999, personally appeared before me Jennier V. Baker who being duly sworn did say that s/he is the MGR. Lubricants Sales of Conoco Inc., and that said instrument was signed on behalf of said corporation by authority of its bylaws or by resolution of its board of directors, and said Jennier V. Baker acknowledged to me that said corporation executed the same.

Notary Public

Residing at Harris County, Texas

My commission expires:



DEBORAH A. BRANDOS
 Notary Public, State of Texas
 My Commission Expires 9-9-2000

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 1st day of June, 1999, by and between **Conoco Inc.**, a Delaware corporation (hereinafter referred to as "Lessor"), and **Jardine Petroleum Co.**, a Utah corporation (hereinafter referred to as "Lessee").

Recitals:

A. Lessor owns certain real property located at 1117 North 400 East, North Salt Lake City, State of Utah, upon which Lessor has constructed a distribution facility.

B. Lessor desires to lease to Lessee all of the distribution facility located at 1117 North 400 East, North Salt Lake City, Utah, and Lessee is willing to enter into such a lease, all on the terms and conditions and for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and other good and valuable consideration, receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Leased Premises

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor a bulk lube oil storage and distribution facility known as the Salt Lake City Distribution Facility, located at 1117 North 400 East, North Salt Lake City, Davis County, State of Utah (hereinafter referred to as the "Leased Premises"), and more particularly described in Exhibit A attached hereto, including a 14,000 square foot building (all of which are for the exclusive use of Lessee) together with all rights of way, easements, tenements, hereditaments and appurtenances thereunto belonging.

2. Term

The initial term of this Lease shall be for a period commencing on June 1, 1999, and ending on May 31, 2019. Provided that Lessee is not in default of any of the terms, covenants and conditions of this Lease, Lessee shall have the option to renew this Lease for two (2) additional five (5) year terms, in accordance with the provisions of Paragraph 3 hereof.

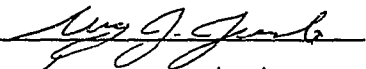
3. Option to Extend

Lessee shall have two options to extend the term of this Lease for two (2) additional five (5) year periods. The first option period, if this Lease is so extended, shall terminate on May 31, 2024, and the second option on May 31, 2029. The monthly rental for each option period shall be mutually agreed between the parties. All other terms and conditions of this Lease shall be in full force and effect without modification during each lease extension period. The option to extend the term of the Lease shall be exercisable by Lessee giving Lessor written notice thereof one hundred eighty (180) days prior to the expiration of the initial term or the subsequent five (5) year option period.

IN TESTIMONY WHEREOF, this instrument is executed on this 28TH day of MAY, 1999, in duplicate originals to be effective as of the 1ST day of JUNE, 1999.

LESSEE:

JARDINE PETROLEUM CO.,
a Utah corporation

By: 
Name: STERLING J. JARDINE
Title: CEO

LESSOR:

CONOCO INC.,
a Delaware corporation

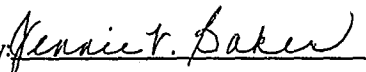
By: 
Name: Jennie T. Baker
Title: Mgr. Lubricants'
Sales

EXHIBIT A

Salt Lake City Distribution Facility

Beginning at a point on the north Right-of-Way line of 6500 South Street, said point being south 791.60 feet along the section line from the northwest corner of the southwest quarter (SW/4) of Section thirty-six (36), Township two (2) north, Range one (1) west, Salt Lake Base and Meridian, and 1,867.7 feet east, parallel to the center line of 6500 South Street, thence north 0° 03' west 513.0 feet; thence north 89° 57' east 156.61 feet; thence south 55° 45' west 242.37 feet to the westerly Right-of-Way line of 800 West Street, thence south 34° 15' west 363.34 feet along said Right-of-Way line to the beginning of a 150 foot radius curve to the right; thence southwesterly along the arc of said 150 foot radius curve a distance of 108 feet; thence south 0° 03' east 16.62 feet to the northerly Right-of-Way line of 6500 South Street; thence north 89° 50' west 66.13 feet to the point of beginning and containing 2.75 acres, more or less, Davis County, Utah.