

EXHIBIT "A"

TO

MEMORANDUM OF LEASE

WHEN RECORDED, MAIL TO:

David E. Gee, Esq.  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of **26<sup>th</sup> day of July, 2017**, by and between **DAY FAMILY TRUST**, (together with its successors and/or assigns, "**Landlord**"), and **WIND RIVER PETROLEUM**, a Utah corporation (together with its successors and/or assigns, "**Tenant**").

WITNESSETH:

WHEREAS, the parties hereto have mutually executed and delivered that certain Lease Agreement dated the date hereof (the "Lease"), which is incorporated herein by reference; and

WHEREAS, it is the desire of the parties to execute, deliver and record this Memorandum for the purpose of evidencing of record the existence of said Lease.

NOW, THEREFORE, the parties mutually consent and agree as follows:

1. Landlord has leased unto Tenant upon the terms and conditions set forth in the Lease, the tract of land located within the boundaries described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

2. Pursuant to the Lease, Landlord has granted to Tenant a right of first offer to purchase Landlord's interest in the Property in accordance with the terms of the Lease.

3. The term of the Lease shall commence on the date hereof, and shall terminate on the date which is fifteen (15) full calendar years after the date hereof. Tenant has two (2) options to extend the initial term of the Lease for a period of five (5) years each.

4. This Memorandum shall not amend or modify the Lease in any manner whatsoever.

All rights, duties and responsibilities of the parties with relation to the subject matter thereof shall be controlled by the Lease and shall be unaffected hereby. This Memorandum may be executed in counterparts

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

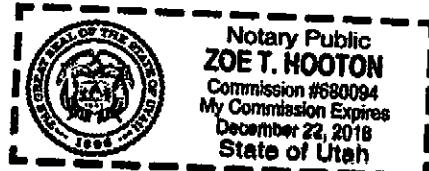
LANDLORD:  
DAY FAMILY TRUST

By: 

Name: Andrew J. Day, III, Trustee

STATE OF Utah \_\_\_\_\_ )  
 ) ss:  
COUNTY OF Salt Lake \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this 26th day of July, 2017,  
by Andrew J. Day, III, Trustee, in his/or her capacity as the Trustee of DAY FAMILY  
TRUST.



  
Notary

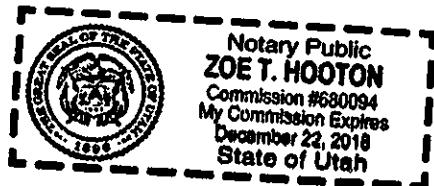
TENANT:

WIND RIVER PETROLEUM, a Utah corporation

By: J. Craig Larson  
Name: J. Craig Larson  
Its: President

STATE OF Utah \_\_\_\_\_ )  
 ) ss:  
COUNTY OF Salt Lake \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this 26 day of July, 2017, by  
J. Craig Larson, in her/his capacity as the President of WIND RIVER  
PETROLEUM, a Utah corporation.



Notary

ZOE T. HOOTON

**EXHIBIT "A"****Description of Property**

The property referred to in this Lease is situated in the State of Utah, County of Tooele and is described as follows:

**PARCEL 1:**

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EXISTING U.S. HIGHWAY 40 (ALSO KNOWN AS STATE HIGHWAY 36) WHICH POINT IS APPROXIMATELY 435 FEET EAST AND 98 FEET NORTH FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 52°46'30" WEST ALONG SOUTHERLY LINE OF THE FRONTRAGE ROAD 351.57 FEET, (RECORD=352 FEET MORE OR LESS) TO THE EASTERLY RIGHT OF WAY OF I-80; THENCE SOUTHWESTERLY ALONG SAID I-80 RIGHT OF WAY ALONG A CURVE TO THE RIGHT A DISTANCE OF 33.13 FEET; THENCE SOUTH 52°46'30" EAST 99.25 FEET; THENCE SOUTH 34°30' WEST 243.57 FEET; THENCE SOUTH 54°38'30" EAST 253 FEET MORE OR LESS TO THE WEST LINE OF U.S. HIGHWAY 40; THENCE NORTHEASTERLY ALONG SAID HIGHWAY 268.49 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

A RIGHT OF WAY EASEMENT AS DISCLOSED IN CERTAIN SPECIAL WARRANTY DEED RECORDED MAY 25, 2005 AS ENTRY NO. 240985 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY 40 (ALSO KNOWN AS STATE HIGHWAY 360, SOUTH 34°10'27" WEST (BASIS OF BEARING) 268.49 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY AND THE SOUTHERLY LINE OF A FRONTRAGE ROAD, SAID SOUTHERLY LINE BEING PARALLEL WITH AND 90 FEET ERPENDICULARLY DISTANT SOUTHERLY FROM THE "L" LINE OF UTAH STATE HIGHWAY PROJECT I-80-2 (3) 79, SAID INTERSECTION REFERRED TO IN OTHER DEEDS AS BEING APPROXIMATELY AT ENGINEER'S STATION 113+45.28, SAID INTERSECTION ALSO REPORTED AS BEING APPROXIMATELY 435 FEET EAST AND 98 FEET NORTH FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING NORTH 34°10'27" EAST 988.04 FEET FROM STATE RIGHT OF WAY MONUMENT ON SAID NORTHWESTERLY RIGHT OF WAY; THENCE SOUTH 34°10'27" WEST 131.51 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 52°46'30" WEST, PARALLEL WITH SAID SOUTHERLY LINE OF FRONTRAGE ROAD (RECORD = NORTHWESTERLY) 377.37 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE 80 FREEWAY AT A CALCULATED EAST BOUND LANE ENGINEERS STATION 5200 + 12.80 (CALCULATED FROM DATA FOUND ON SHEETS 23 AND 24 OF UTAH DEPARTMENT OF TRANSPORTATION PLANS OF SAID PROJECT I-80-2 (3) 79); SAID POINT BEING ON THE ARC OF A 25,584.79 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 51°40'47" WEST; THENCE NORTHEASTERLY ALONG SAID I-80 RIGHT OF WAY AND SAID CURVE, TO THE LEFT

THROUGH A CENTRAL ANGLE OF  $0^{\circ}49'13''$ , A DISTANCE OF 366.33 FEET; THENCE SOUTH  $52^{\circ}46'30''$  EAST 99.25 FEET; THENCE SOUTH  $34^{\circ}30'$  WEST 243.57 FEET; THENCE SOUTH  $54^{\circ}38'30''$  EAST 255.30 FEET TO THE POINT OF BEGINNING.