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UPON RECORDING RETURN TO:

Fidelity National Title Group
7130 Glen Forest Drive, Suite 403
Richmond, VA 23226
Attn: Monique Pecora

Property Location: 2445 Etchepare Drive
Cheyenne, WY

Parcel No. 02-6222-20-0003-2040

The State of Wyoming

County of Laramie

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement ("Agreement") is made and entered into this 13th day of October, 2011, by and between **PILOT TRAVEL CENTERS LLC**, a Delaware limited Liability company, authorized to transact business in the state of Wyoming and having an address of 5508 Lonas Drive, Knoxville, Tennessee 37909, (referred to herein as "PTC") and **FJ MANAGEMENT INC.**, a Utah corporation, with its principal office at 1104 Country Hills Drive, Ogden, UT 84003 ("FJM").

WHEREAS, FJM owns certain real property consisting of approximately two and one-half (2.5±) acres of developed real property located in Laramie County, Wyoming, which is more specifically described in **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Restricted Property");

WHEREAS, FJM agrees to enter into a limited restriction regarding the use of the Restricted Property in favor of PTC.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

1. **CONSIDERATION:** The parties each agree to enter into this Agreement in exchange for PTC's execution of the Contract to Purchase dated August 18, 2011 ("Contract") and the payment of One and NO/100 Dollars (\$1.00), in hand paid, by PTC at the time of Closing.

2. **TITLE:** FJM represents and warrants to PTC that FJM has full right to grant the restriction contained in this Agreement.

3. **RESTRICTIVE COVENANT:** FJM hereby restricts the Restricted Property from being developed, used, sold, assigned, managed, operated, licensed or leased for a sale of petroleum, truck stop, truck shop, truck scales, truck wash, car wash, convenience store or any type of full service sit-down restaurant ("Restriction"), provided, however, that FJM shall be allowed to operate (a) a non-chain hotel restaurant, and (b) a small gift shop, similar in scope and scale to the current operation, which sells soda, candy and snack food to the hotel patrons and staff; and further provided that the restaurant and gift shop are located inside the hotel and use no outside signage.

4. **TERM:** The term of this Agreement shall be for a period of twenty (20) years from the date of the execution.

5. **NOTICES:** Any notice sent pursuant to the terms of this Agreement shall be forwarded by United States Mail, postage pre-paid (or by a nationally recognized overnight carrier) to the following addresses:

Notice to FJM shall be addressed to:

FJ Management Inc.
c/o Crystal Call Maggelet,
1104 Country Hills Drive
Ogden, UT 84403
(801) 624-3701
If by facsimile: (801) 624-1705
Crystal.maggelet@fjmgmt.com

With a copy to:

FJ Management Inc.
c/o Chris J. Malan,
Executive Vice President & General Counsel
1104 Country Hills Drive
Ogden, UT 84403
(801) 624-1256
If by facsimile: (801) 624-1705
Chris.malan@fjmgmt.com

Notice to PTC shall be addressed to:

Pilot Travel Centers LLC
5508 Lonas Drive
Knoxville, TN 37909
Attn: Mitchell D. Steenrod,

Senior Vice President & Chief Financial Officer
(865) 474-2194
If by facsimile: (865) 297-1458
Mitchell.Steenrod@pilottravelcenters.com

with a copy to:

Kristin K. Seabrook,
General Counsel & Secretary
Pilot Travel Centers LLC
5508 Lonas Drive
Knoxville, TN 37909
(865) 474-2219
If by facsimile: (865) 297-1812
Kristin.seabrook@pilottravelcenters.com

6. **VALIDITY:** FJM expressly acknowledges that the restrictions imposed by this Agreement have been fully bargained for under that certain Contract and is, in part, in contemplation of FJM performing its obligations hereunder, in their entirety, in accordance with the terms as herein first written. In furtherance thereof, FJM specifically agrees to waive its right to challenge the validity of this Agreement, or any part hereof, in any court of law or before any other tribunal having lawful jurisdiction over the parties, on the basis of inadequate consideration or on the basis of the terms being overly broad as to scope or time duration.

7. **REMEDY:** PTC and FJM agree that the provisions of this Agreement are an integral part of the Contract and this Agreement, that the damages resulting from FJM's breach of any of its obligations hereunder are uncertain and incapable of accurate calculation. As such, PTC shall be entitled to a temporary and/or permanent injunctive relief, without being required to post a bond, in the event of a breach by FJM of any of its obligations under this Agreement. PTC may elect to seek one or more of these or other legal remedies at its sole discretion on a case by case basis. The failure of PTC to seek any or all remedies in any one case shall not restrict or revoke PTC from seeking any remedies in another situation. Such action by PTC shall not constitute a waiver of any of its rights

8. **MISCELLANEOUS:** This Agreement represents the entire agreement of the parties and may only be modified by a written amendment signed by all parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wyoming. If any portion of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining portions of this Agreement. If any of the parties employs legal counsel to enforce their rights under this Agreement, the prevailing party in any such dispute shall be entitled to recover its reasonable costs and attorney fees.

9. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which will be deemed to be an original and taken together shall be considered as one document.

IN WITNESS WHEREOF, the parties have caused this Restrictive Covenant to be executed and delivered as of the date first above written.

PTC:

PILOT TRAVELCENTERS LLC

By: [Signature]
Printed: David A. Clothier
Its: Authorized Representative



FJM:

FJ MANAGEMENT, INC.

By: _____
Printed: Chris Malan
Its: Vice President & General Counsel

STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

Personally appeared before me, a Notary Public of the State and County aforesaid, David A. Clothier, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Authorized Representative of Pilot Travel Centers LLC, the within named bargainor, and that as such, Authorized Representative being duly and fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Representative.

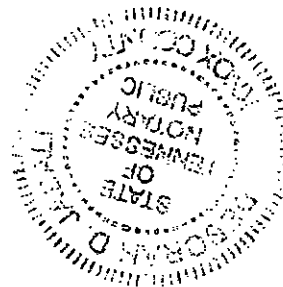
WITNESS my hand and official seal.

This the 13th day of October, 2011

[Signature]
NOTARY PUBLIC

My Commission Expires:

My commission expires Sept. 1, 2013



IN WITNESS WHEREOF, the parties have caused this Restrictive Covenant to be executed and delivered as of the date first above written.

PTC:

PILOT TRAVELCENTERS LLC

By: _____
Printed: David A. Clothier
Its: Authorized Representative

FJM:

FJ MANAGEMENT INC.

By: _____
Printed: Chris J. Malan
Its: Executive Vice President & General Counsel

STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

Personally appeared before me, a Notary Public of the State and County aforesaid, David A. Clothier, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Authorized Representative of Pilot Travel Centers LLC, the within named bargainor, and that as such, Authorized Representative being duly and fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Representative.

WITNESS my hand and official seal.

This the ___ day of October, 2011

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

RESTRICTED PROPERTY – LEGAL DESCRIPTION

Lot 1, Block 2, Overland Trails, Second Filing, described in a Special Warranty Deed recorded on June 21, 1990, in Book 1288, Page 1237.