

5544166

JOSE VANNER
STEWART TITLE GUARANTY
NATIONAL MARKETING DIVISION
2200 W. LOOP SOUTH, SUITE 510
HOUSTON, TEXAS 77027

Return by Mail to:

KEMP, SMITH, DUNCAN & HAMMOND, P.C.
Attn: Nancy C. Santana
2000 State National Plaza
El Paso, Texas 79901
(915) 533-4424

4100

Store No. 1558
5544166
01 JULY 93 11:54 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
REC BY: DIANE KILPACK, DEPUTY

**RATIFICATION AND AMENDMENT OF
AMENDED AND RESTATED MEMORANDUM OF LEASE
AND NOTICE OF NONDISTURBANCE**

This RATIFICATION AND AMENDMENT OF AMENDED AND RESTATED MEMORANDUM OF LEASE AND NOTICE OF NONDISTURBANCE (the "Ratification Agreement") is executed as of April 1, 1993, by and between Edgemont Realty Partners, Ltd., a Texas limited partnership (hereinafter called "Landlord"), whose address is 2911 Turtle Creek Blvd., Suite 500, Dallas, Texas 75219 and Circle K General, Inc. ("General"), a Texas corporation, Circle K Convenience Stores, Inc. ("Convenience"), a Texas corporation, Utotem, Inc. ("Utotem"), a Delaware corporation, Utotem Markets of Arizona, Inc. ("Markets"), an Arizona corporation and Monterre Properties, Inc. ("Monterre"), a Delaware corporation (the foregoing entities, excluding Landlord, are defined collectively as the "Tenant") whose principal places of business are all located at 1601 N. 7th Street, Phoenix, Arizona 85006.

W I T N E S S E T H:

WHEREAS, on or about April 25, 1985 Landlord and each of General, Convenience, Utotem, Markets and Monterre executed those five (5) certain Leaseback Leases, each dated as of April 25, 1985 as amended by certain Letter Agreements dated April 25, 1985 (collectively, the "Original Leases"), which Original Leases applied in part to the Demised Premises described in the Amended Memorandum (as defined below). The term "Amended Memorandum" means the executed Amended and Restated Memorandum of Lease to which this Ratification Agreement is attached. The Amended Memorandum is labeled Annex "1" and is made a part hereof for all purposes; and

WHEREAS, each of the Original Leases was amended by each certain Agreement and Amendment to Leaseback Lease executed by and between Landlord and each of General, Convenience, Utotem, Markets and Monterre, dated as of June 1, 1990 (collectively the "Amendments"); and

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WHEREAS, contemporaneously with the execution of the Amendments, Landlord and each of General, Convenience, Utotem, Markets and Monterre executed amended and restated memorandums of lease, including without limitation the Amended Memorandum; and

WHEREAS, subsequent to the execution of the Amended Memorandum, but prior to the recordation thereof, Landlord and Tenant agreed to further modify and amend the Original Leases, as amended by the Amendments, by executing that certain Amended and Restated Leaseback Lease dated as of April 1, 1993 (the "Amended and Restated Lease"), which Amended and Restated Lease amends, restates, supersedes and replaces the Original Leases, as amended by the Amendments, and consolidates all of the Original Leases, as amended by the Amendments, into one agreement; and

WHEREAS, Landlord and Tenant desire to evidence the ratification and confirmation of the Amended Memorandum, subject however to certain modifications thereto as set forth below.

NOW, THEREFORE, for and in consideration of the sum Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Landlord and Tenant agree as follows:

Date of Amended and Restated Lease: April 1, 1993

Expiration of Primary Term of Amended and Restated Amended Lease: April 30, 2008

Description of Demised Premises: See Exhibit "A" to Annex "1" attached hereto.

Underground Storage Tanks ("USTs"): On the terms set forth in the Amended and Restated Lease, Landlord has the right, at its option, to acquire any gasoline storage tanks or gasoline station and gasoline dispensing equipment (collectively, "USTs") located on or under the Demised Premises and Tenant has agreed that it will not pledge or encumber any of such USTs except in connection with (x) the grant of purchase money liens in connection with the acquisition of equipment to be used or installed for the upgrade or replacement thereof or (y) to a Leasehold Mortgagee (as defined in the Amended and Restated Lease).

Subordination: The Amended and Restated Lease is subject and subordinate to any existing or future liens held by The Travelers Life and Annuity Company, a Connecticut corporation (the "Lender") upon such terms and provisions as are contained in that certain Amended and Restated Subordination, Non-Disturbance and Attoznment Agreement (the "Subordination Agreement") by and among the parties to this Ratification Agreement and The Circle K Corporation, a Texas corporation, dated to be effective as of April 1, 1993; which Subordination Agreement confers certain rights of nondisturbance in favor of Tenant.

Right of Surrender: Tenant has granted a limited right to surrender to Landlord the Demised Premises upon terms and conditions more specifically set forth in the Amended and Restated Lease.

Landlord's Lien: Tenant has granted Landlord a lien to secure payment of Rent under the Amended and Restated Lease. The lien covers all property of Tenant now or subsequently located upon the Demised Premises. Upon certain conditions set forth in the Amended and Restated Lease, Landlord may take possession of and sell such property. As to said aforescribed landlord's lien, the same shall not prevent the sale by Tenant of any merchandise in the ordinary course of business free of such lien.

Pursuant to the Amended and Restated Lease, Landlord has granted, demised and leased the Demised Premises described in the Amended Memorandum to Tenant upon certain terms and conditions as contained therein.

The purpose of this Ratification Agreement is to confirm in all respects the terms and provisions of the Amended Memorandum, except to the extent specifically amended herein, and provide that said Amended Memorandum shall be deemed to refer to the leasehold estate created pursuant to the Amended and Restated Lease. All capitalized terms used herein or in the Amended Memorandum shall have the definitions subscribed thereto in the Amended and Restated Lease.

This Ratification Agreement may be executed in multiple counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same document.

Copies of the Amended and Restated Lease and Subordination Agreement are being held by Landlord at its address stated above and by Lender, 14091 North Dallas Parkway, Suite 800, Dallas, Texas 75240, Attention: Law Department. Lender has joined in the execution of this Ratification Agreement solely for the purpose of acknowledging the existence of the Subordination Agreement.

With respect to any matter pertaining specifically to the Demised Premises, this Ratification Agreement shall be governed by and construed in accordance with the internal laws of the state where the Demised Premises is situated; but in all matters not pertaining specifically to the Demised Premises, this Ratification Agreement shall be construed under and in accordance with the internal laws of the State of Arizona and applicable Federal law.

IN WITNESS WHEREOF, the parties have executed this Ratification Agreement as of the day and year first above written.

LANDLORD:

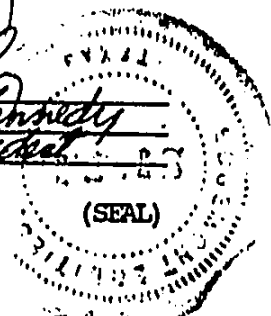
WITNESSES:

EDGEMONT REALTY PARTNERS, LTD.,
a Texas limited partnership

BY: EDGEMONT EQUITIES, INC.,
a Texas corporation,
General Partner

Jodie Penner
Ken Penner

By: *[Signature]*
Name: *Keith W. Kennedy*
Title: *Vice President*



ATTEST:

By: *[Signature]*
Name: *Russ W. Williams*
Title: *Asst. Secretary*

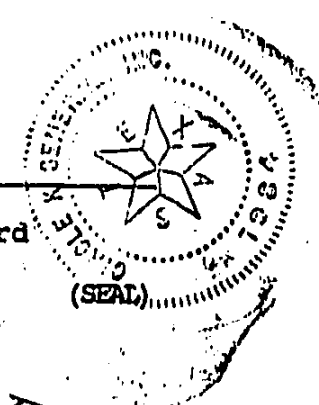
TENANT:

CIRCLE K GENERAL, INC.,
a Texas corporation,

WITNESSES:

Sally Smith
[Signature]

By: *B*
Name: *Bart A. Brown, Jr.*
Title: *Chairman of the Board*



ATTEST:

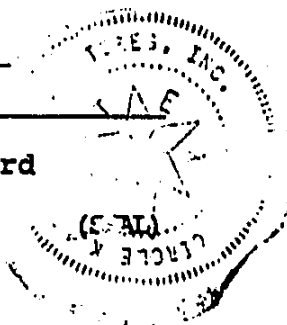
By: *[Signature]*
Name: *Joel A. Stewart*
Title: *Secretary*

CIRCLE K CONVENIENCE STORES, INC.,
a Texas corporation,

WITNESSES:

Emily Smith
[Signature]

By: B
Name: Bart A. Brown, Jr.
Title: Chairman of the Board



ATTEST:

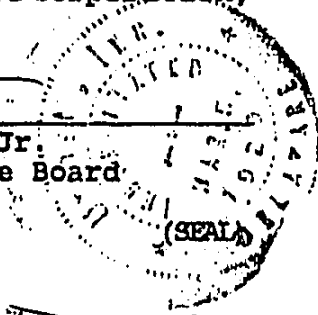
By: [Signature]
Name: Paul A. Terrell
Title: Secretary

UTOTEM, INC., a Delaware corporation,

WITNESSES:

Emily Smith
[Signature]

By: B
Name: Bart A. Brown, Jr.
Title: Chairman of the Board



ATTEST:

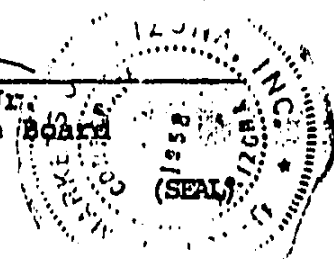
By: [Signature]
Name: Paul A. Terrell
Title: Secretary

UTOTEM MARKETS OF ARIZONA, INC. an
Arizona corporation, and

WITNESSES:

Emily Smith
[Signature]

By: B
Name: Bart A. Brown, Jr.
Title: Chairman of the Board



ATTEST:

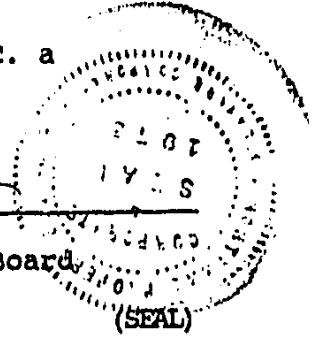
By: [Signature]
Name: Joel A. Strett
Title: Secretary

MONTERRE PROPERTIES, INC. a
Delaware Corporation

WITNESSES:

[Signature]
[Signature]

By: B
Name: Bart A. Brown, Jr.
Title: Chairman of the Board



ATTEST:

By: [Signature]
Name: Joel A. Strett
Title: Secretary

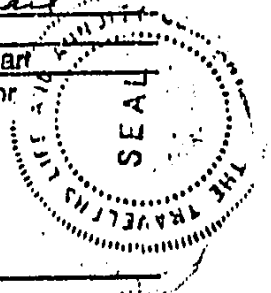
LENDER:

THE TRAVELERS LIFE AND ANNUITY
COMPANY

WITNESSES:

[Signature]
[Signature]

By: [Signature]
Name: George A. Gerhan
Title: Regional Director



ATTEST:

By: [Signature]
Name: JAMES W. MORGAN JR
Title: ASSISTANT SECRETARY

STATE OF Texas)
COUNTY OF Dallas)

On the date set forth below, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KEITH KENNEDY, VICE PRESIDENT of EDGEMONT EQUITIES, INC., a Texas corporation, which is general partner of EDGEMONT REALTY PARTNERS, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27 day of May, 1993.

Martha McCrory
NOTARY PUBLIC IN AND FOR
COUNTY, _____

My Commission Expires:



STATE OF AZ)
COUNTY OF MARICOPA)

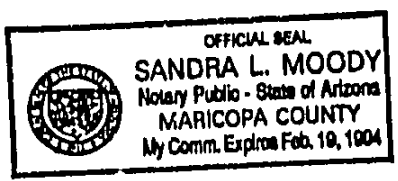
On the date set forth below, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bart A. Brown, Jr., Chairman of the Board of CIRCLE K GENERAL, INC., a Texas corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of MAY, 1993.

Sandra L. Moody
NOTARY PUBLIC IN AND FOR
MARICOPA COUNTY, AZ

My Commission Expires:

2-19-94



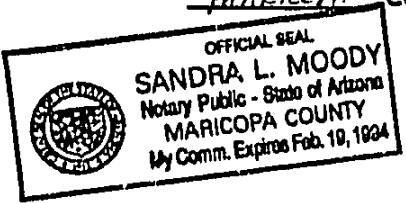
STATE OF AZ)
COUNTY OF MARICOPA)

On the date set forth below, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bart A. Brown, Jr., Chairman of the Board of CIRCLE K CONVENIENCE STORES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of MAY, 1993.

Sandra L. Moody
NOTARY PUBLIC IN AND FOR
MARICOPA COUNTY, AZ

My Commission Expires:
2-19-94



STATE OF AZ)
COUNTY OF MARICOPA)

On the date set forth below, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bart A. Brown, Jr., Chairman of the Board of UTOTEM, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of MAY, 1993.

Sandra L. Moody
NOTARY PUBLIC IN AND FOR
MARICOPA COUNTY, AZ

My Commission Expires:
2-19-94



STATE OF AZ)
COUNTY OF MARICOPA)

On the date set forth below, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bart A. brown, Jr., Chairman of the Board of UTOTEM MARKETS OF ARIZONA, INC., an Arizona corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of MAY, 1993.

Sandra L. Moody
NOTARY PUBLIC IN AND FOR
MARICOPA COUNTY, AZ

My Commission Expires:
2-19-94



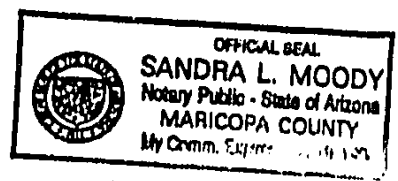
STATE OF AZ)
COUNTY OF MARICOPA)

On the date set forth below, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bart A. Brown, Jr., Chairman of the Board of MONTERRE PROPERTIES, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of MAY, 1993.

Sandra L. Moody
NOTARY PUBLIC IN AND FOR
MARICOPA COUNTY, AZ

My Commission Expires:
2-19-94



STATE OF Texas)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me on the date set forth below by George A. Gerhart, Regional Director of THE TRAVELERS LIFE AND ANNUITY COMPANY, a Connecticut corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of May, 1993.

Theresa Wash
NOTARY PUBLIC IN AND FOR
COUNTY, _____

My Commission Expires:



ANNEX "1"
AMENDED AND RESTATED MEMORANDUM OF LEASE

AMENDED AND RESTATED MEMORANDUM OF LEASE

This Amended and Restated Memorandum of Lease by and between EDGEMONT REALTY PARTNERS, LTD., a Texas limited partnership (hereinafter called "Landlord"), whose mailing address is 2777 Stemmons Freeway, Suite 2000, Dallas, Texas 75207 and CIRCLE K CONVENIENCE STORES, INC., a Texas corporation (hereinafter called "Tenant"), whose mailing address is 1601 North Seventh Street, Phoenix, Arizona 85006, amends and restates that certain Memorandum of Lease of record in Vol. 5642, Page 1569, Real Property Records, Salt Lake County, Utah (the "Prior Memorandum") heretofore executed by Landlord and Tenant describing the tenancy created by that certain Leaseback Lease dated April 25, 1985 (the "Lease") applicable in part to the real property described on Exhibit "A" appended hereto (the "Demised Premises"); the understanding and agreement being that upon the execution and delivery hereof, the Prior Memorandum shall be amended and restated by the incorporation of the terms and provisions hereof.

Pursuant to the Lease, as amended by that certain Agreement and Amendment to Leaseback Lease executed by Landlord and Tenant dated as of June 1, 1990 (the "Amendment"; the Lease as amended by the Amendment shall be referred to, collectively, as the "Amended Lease"), Landlord has granted, demised and leased the Demised Premises described below to Tenant upon the following terms:

Date of Lease: April 25, 1985

Description of Demised Premises: See attached Exhibit "A"

Date of Commencement: April 25, 1985

Term: April 25, 1985 through May 31, 2005

Renewal Option: two (2) five-year renewal terms.

Right of First Negotiation: Tenant is granted a 30-day right of first negotiation in the event Landlord desires to sell the Demised Premises.

Leasehold Mortgage: Tenant is granted a limited right to mortgage its leasehold interest in the Demised Premises upon terms and conditions more specifically set forth in the Amended Lease.

Underground Storage Tank ("UST"): On the terms set forth in the Amended Lease, Landlord has the right, at its option, to acquire any UST located on or under the Demised Premises and Tenant has agreed it will not form and after the date hereof pledge or encumber any of such USTs, except in favor of a Leasehold Mortgage as defined and provided in the Amended Lease. Landlord has the same right and Tenant has made the same agreement with respect to the gasoline station and gasoline dispensing equipment located on the Demised Premises as provided in the Amended Lease.

Subordination: The Amended Lease is subject and subordinate to the lien held by The Travelers Life and Annuity Company, a Connecticut corporation ("Lender") upon such terms and provisions as are contained in that certain Amended and Restated Subordination, Nondisturbance and Attornment Agreement dated to be effective June 1, 1990 between Landlord, Tenant, The Circle K Corporation, a Texas corporation, and Lender (the "Subordination Agreement").

Right of Surrender and Sale: Tenant is granted a limited right to surrender to Landlord or in certain instances to cause Landlord to sell to third parties the Demised Premises upon terms and conditions more specifically set forth in the Amended Lease.

The purpose of this Amended and Restated Memorandum of Lease is to give record notice of the Amended Lease and of the rights created thereby, all of which are hereby confirmed. All capitalized terms used herein and not defined herein shall have the definitions ascribed thereto in the Amended Lease.

A copy of the Lease and the Amendment is being held by Tenant at its address stated above. A copy of the Subordination Agreement is being held by Tenant at its address stated above and by Landlord at its address stated above.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Memorandum of Lease as of June 1, 1990.

LANDLORD:

WITNESSES:

EDGEMONT REALTY PARTNERS, LTD.,
a Texas limited partnership

BY: EDGEMONT EQUITIES, INC.,
a Texas corporation,
General Partner

Margo Meese
Barth

By: [Signature]
Name: KEITH KENNEDY
Title: VICE PRESIDENT

ATTEST:

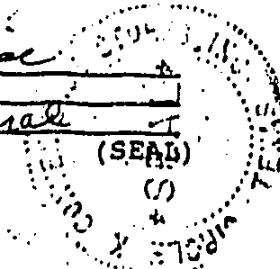
[Signature]
By: _____
Name: HAROLD J. LEHMANN
Title: ASST. SECRETARY

WITNESSES:

J. Thompson
J. Santana

CIRCLE-K CONVENIENCE STORES, INC.,
a Texas corporation

By: *Gene P. Babinac*
Name: Gene P. Babinac
Title: Sr. V. Pres + General Counsel



ATTEST:

By: *Joel A. Sterrett*
Name: Joel A. Sterrett
Title: Secretary

3922E-0

STATE OF Texas)
COUNTY OF Dallas)

On the date set forth below, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Keith Kennedy, V. Pres of EDGEMONT EQUITIES, INC., a Texas corporation, which is general partner of EDGEMONT REALTY PARTNERS, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of April, 1991.



JANIE RIOS
Notary Public, State of Texas
My Comm. Exp. 01-19-93

Janie Rios
NOTARY PUBLIC IN AND FOR
COUNTY, _____

My Commission Expires:

STATE OF Texas)
COUNTY OF Dallas)

On the date set forth below, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gehl P. Cabinec, Sr VP + Gen Counsel of CIRCLE K CONVENIENCE STORES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of April, 1991.



JANIE RIOS
Notary Public, State of Texas
My Comm. Exp. 01-19-93

Janie Rios
NOTARY PUBLIC IN AND FOR
COUNTY, _____

My Commission Expires:

EXHIBIT "A"

Store No. 1558

The following land is situate in Salt Lake County, Utah:

Parcel No. 1:

Part of Lot 7, COUNTRY CLUB GARDEN TRACT, commencing at a point 28 feet North of the Southeast corner of said Lot 7, and running thence North 50 feet; thence West 179.24 feet; thence South 50 feet; thence East 178.95 feet, more or less, to the point of beginning.

Parcel No. 2:

Commencing at the intersection of the West line of 20th East Street and the North line of 2700 South Street, which intersection is also the Southeast corner of Lot 8, COUNTRY CLUB GARDEN TRACT, according to the official plat thereof on file in the office of the Salt Lake County Recorder; thence West along the North line of 2700 South Street, 178.95 feet; thence North 106 feet; thence East 178.95 feet to the West line of 20th East Street; thence South along said West line 106 feet to the point of beginning.

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