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05/05/99 11:16 AM 21.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MERRILL TITLE  
REC BY: A GARAY DEPUTY - WI

When recorded, return to:

Circle K Stores Inc.  
P.O. Box 52085  
Phoenix, AZ 85072  
Attn: Cortland Silver, Esq.

Circle K Store No. 1558  
Buyer Store No. 323

**ACCESS AGREEMENT AND NOTICE OF CONTRACT PROVISIONS**

**THIS AGREEMENT** is entered into by and between MAVERIK COUNTRY STORES, INC., a Wyoming corporation ("Grantor"), and CIRCLE K STORES INC., a Texas corporation ("Grantee"), and shall be effective on the date that the Agreement shall have been executed by all of the parties hereto.

**RECITALS:**

**WHEREAS**, Grantor is the fee simple owner or the lessee of that certain real property described on Exhibit A attached hereto and by this reference made a part hereof (the "Property") which is the subject of that certain Asset Purchase Agreement (the "Contract") between Grantee, as Seller, and Grantor, as Buyer; and

**WHEREAS**, Grantee is seeking Grantor's consent to enter the Property for the purpose of testing, assessing and remediating Covered Contamination existing as of the sale date of the Property to Grantor, all as required by the Contract; and

**WHEREAS**, Grantor and Grantee desire to set forth their respective rights, responsibilities and obligations regarding the Grantee's entry to, assessment, and remediation of the Property.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein, Grantor and Grantee agree as follows:

1. The above Recitals are hereby incorporated by reference.
2. Capitalized terms shall have the meaning set forth either herein or in the Contract.
3. Grantor hereby grants to Grantee the right to enter the Property (the "Right") upon reasonable notice and at all reasonable times at Grantee's own risk for the purpose of performing necessary tests, assessment and remediation of Covered Contamination (the "Work"), pursuant to the following conditions:
  - a. The Right granted herein shall be exercised by Grantee and/or Grantee's agents, employees and representatives.

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b. The Right granted herein may be exercised from time to time and for so long as reasonably necessary or required in Grantee's discretion, but subject to limitations in the Contract, to accomplish the tests and remediation herein described.

c. The Right granted herein shall be exercised by Grantee with due regard to the limitations in the Contract and Grantor's use of the Property and shall not unnecessarily or unreasonably interfere with the normal operations or maintenance of the Property by Grantor or Grantor's business.

4. Liability for any and all costs, expenses, fees and/or any other expenditures necessitated by the Work shall be borne solely by Grantee, who shall indemnify, defend and hold Grantor harmless therefrom; provided, however, that the obligations described in this Section 4 shall not apply to any New Contamination, as that term is defined in the Contract. Grantee shall at all times keep the Property free and clear of all liens and encumbrances relating to the Work. Grantee shall provide, at its sole expense, any security necessary for the protection of the Work.

5. The Work shall be performed at all times in compliance with all applicable laws, regulations and orders of the Agency. Grantee shall dispose of soil and groundwater removed during the performance of the Work in accordance with such laws, regulations and orders.

6. Grantee shall indemnify, defend and hold harmless Grantor, its agents, employees, officers and directors from and against any and all Damages connected with: (a) Grantee's exercise of the Right granted herein; (b) any personal injury or property damage occurring on or about the Property during the performance of the Work; or (c) any negligent or intentional act or omission of the Grantee, its agents, employees, or representatives in the performance of this Agreement. This indemnity shall not apply to Damages arising from disruption of Grantee's operations at the Property, unless such disruption results from Grantor's negligence or intentional misconduct or Grantor's breach of this Agreement.

7. Upon the expiration of this Agreement, Grantee shall remove or close in place its remediation equipment located at the Property and repair and replace with equivalent materials, any portion of the Property affected thereby to its present condition, in compliance with industry standards and Agency Standards.

8. Grantee (or its environmental consultant), at its sole expense, shall procure and maintain throughout the term of this Agreement commercial general public liability insurance with combined single limit coverage of not less than \$1,000,000.00. Grantor shall be named as an additional insured on such policy, and such policy shall provide that Grantor must be given at least fifteen (15) days notice prior to cancellation. Upon request, Grantee shall furnish Grantor with a certificate of such coverage prior to any entry upon the Property.

9. This Agreement shall remain in force until the earlier to occur of (a) the granting of a "no further action" letter (or similar) by the Agency; or (b) five (5) years from the date of full

execution hereof. After the termination of this Agreement and upon written request from Grantor, Grantee shall deliver a Termination of Access Agreement in recordable form to Grantor.

10. This Agreement, and all of the terms, provisions and obligations hereof, shall be covenants running with the Property and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors and assigns. Successor's to Grantor's interest in the Property, shall automatically be obligated to Grantee to perform any remaining obligations of Grantor under Article 5 of the Contract with respect to the Property, as more fully set forth therein. Among other things, Article 5 of the Contract permits Grantee to extinguish its liability for remediation or contamination upon the payment of an agreed-upon lump-sum.

11. Any notice required or permitted to be given to any party shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, telecopied or sent by overnight courier to the addresses set forth below. Any such notice shall be deemed to be received: (a) if delivered personally, on the date of such delivery; (b) if mailed, on the third business day following mailing; (c) if telecopied, on the date of transmission; or (d) if sent by overnight courier, on the first business day following delivery to courier.

To Grantor:

Maverik Country Stores, Inc.  
880 West Center Street  
North Salt Lake City, Utah 84054  
Telecopier No. (801) 936-1406  
Attention: Mr. Dan Murray

To Grantee:

1500 North Priest Drive  
Tempe, AZ 85281  
Attn: Law Department, DC4  
Telecopier No. (602) 728-5277

With a copy to:

Stoel Rives LLP  
210 South Main Street, Suite 1100  
Salt Lake City, Utah 84111  
Telecopier No. (801) 578-6999  
Attention: Ervin R. Holmes, Esq.

The parties may change their respective notice address to any other location within the United States by giving a notice of the change in accordance with this Section.

IN WITNESS WHEREOF, the parties authorized representatives have executed this Agreement.

GRANTOR:

MAVERIK COUNTRY STORES, INC.,  
a Wyoming corporation

By: 

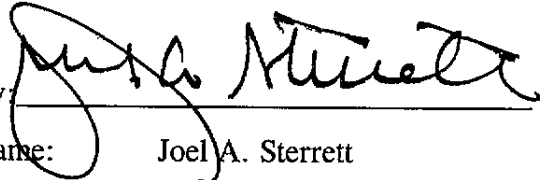
Name: Michael V. Call

Title: President

Date: April 28, 1999

GRANTEE:

CIRCLE K STORES INC., a Texas  
corporation

By: 

Name: Joel A. Sterrett

Title: Vice President

Date: April 28, 1999

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 26 day of April, 1999, by JOEL A. STERRETT, the Vice President of CIRCLE K STORES INC., a Texas corporation, on behalf of that corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Teresa L. Campbell  
Notary Public

My commission expires:



STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 26 day of April, 1999, by MICHAEL V. CALL, the President of Maverik Country Stores, Inc., a Wyoming corporation, on behalf of that corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Teresa L. Campbell  
Notary Public

My commission expires:



EXHIBIT A  
STORE NO. 1558

PARCEL 1

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.

PARCEL 2

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.