

②  
This Extension Agreement was prepared by, and after recording should be returned to:

John M. Keller, Esq.  
Shughart, Thomson  
& Kilroy, P.C.  
Twelve Wyandotte Plaza  
120 W. 12th Street  
Kansas City, MO 64105

*Davis Co Utah*  
32 BK to Inland Park and  
NW 18 40-10

01-056-0014  
10-041-0008  
E# 926355 BK 1410 PG 972  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1991 MAY 8 12:43 PM FEE 21.00 DEP REC  
REC'D FOR HERRILL TITLE COMPANY

**RETURNED**  
MAY - 8 1991

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT, dated August 13, 1990, is executed by C.S. FUNDING ASSOCIATES -- 1987, a Pennsylvania general partnership, having offices located at 1005 Beaver Grade Road, Edgertowne Square Plaza, Coraopolis, Pennsylvania 15108 (hereinafter, "Mortgagor"), and METRO NORTH STATE BANK, a Missouri banking corporation, having offices located at 8320 North Oak Trafficway, Kansas City, Missouri 64155 (hereinafter, "Mortgagee").

W I T N E S S E T H :

WHEREAS, on or about April 28, 1987, Mortgagor executed and delivered to Mortgagee a certain Purchase Money Deed of Trust, Assignment, Security Agreement and Financing Statement (hereinafter, "Mortgage"). The Mortgage was filed with the Recorder's Office of Davis County, Utah in Book 1165, Page 233, on May 7, 1987, and said Mortgage conveyed unto Mortgagee a lien against certain real property described on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgage secured all amounts due and payable under a certain loan made by Mortgagee to Mortgagor (hereinafter, "Loan") evidenced by a Purchase Money Promissory Note, a copy of which was attached to the Mortgage (hereinafter, "Note"). The terms of the Note provided for a maturity date of April 27, 1992, at which time all principal, interest and other charges due and payable thereunder were to be paid in full.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration exchanged and received, it is hereby acknowledged and agreed:

E# 926355 BK 1410 PG 973

1. Extension of Maturity Date. The maturity date of the Note shall be and hereby is extended to May 1, 2010, at which time all principal, interest and other charges due and payable under the Note shall be due and payable in full. The Mortgage shall continue to serve as a lien securing all sums payable under the Note, as extended, until satisfied in full.

2. Amended Purchase Money Promissory Note. Mortgagor and Mortgagee have agreed to modify, extend and restate the Note pursuant to a certain Amended Purchase Money Promissory Note executed on or about even date herewith (hereinafter, "Replacement Note"). A copy of the Replacement Note is attached hereto as Exhibit B and incorporated herein by reference.

Nothing contained herein or in the Replacement Note involve the advancement of any additional funds to Mortgagor, increases in the total amount secured by the Mortgage, or increases in the total monthly payment obligations of Mortgagor.

3. Reaffirmation. Mortgagor hereby ratifies and reaffirms all terms and conditions of the Mortgage, and all documents related thereto, which are not expressly, or by implication, amended or modified herein.

4. Authority. The undersigned hereby represent and warrant that they have valid and binding authority to execute this Agreement on behalf of the respective parties. Mortgagor has obtained all necessary approval and has taken all necessary action to enter this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered effective the day and year first above written.

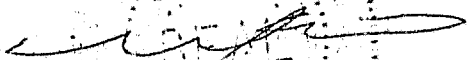
Signed, sealed and delivered in the presence of:

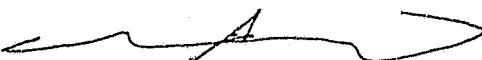
MORTGAGOR:

C.S. FUNDING ASSOCIATES -- 1987,  
a Pennsylvania General  
Partnership

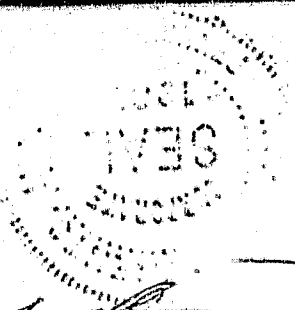
By: WCP, INC., a Pennsylvania  
Corporation

ATTEST:

By:   
SECRETARY, Robert A. Kathary

By:   
Title: Robert A. Kathary, President

ATTEST:



By: [Signature]  
SECRETARY, Robert A. Kathary

By: WCP INVESTMENTS, INC., a  
Pennsylvania Corporation

By: [Signature]  
Title: Robert A. Kathary, President

MORTGAGEE:

ATTEST:

METRO NORTH STATE BANK

By: [Signature]  
SECRETARY, PATRICIA ST. JOHN

By: [Signature]  
Print Name: RUSSELL D. HANNETT  
Title: 1st VICE PRES.

ACKNOWLEDGEMENT

STATE OF Pennsylvania )  
COUNTY OF Allegheny ) ss.

E# 926355 BK 1410 PG 975

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Patsany, known to me or satisfactorily proven to be the person whose name is subscribed in the within instruments and acknowledged himself to be the President of WCP, Inc., a Pennsylvania corporation, that said corporation is a partner in C.S. Funding Associates-1987, a Pennsylvania general partnership, and that he, as such President, being authorized to do so, executed the foregoing Extension Agreement ~~Deed of Trust~~ for the purposes therein contained by signing the name of the corporation by himself as President and he acknowledged to me that such corporation executed the same as a partner of and on behalf of C.S. Funding Associates-1987, a Pennsylvania general partnership and that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of August, 1990.

Karen Kay Walker  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
KAREN KAY WALKER, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MARCH 22, 1992

Member, Pennsylvania Association of Notaries

ACKNOWLEDGEMENT

STATE OF Pennsylvania )  
COUNTY OF Allegheny ) ss. E# 926355 BK 1410 PG 976

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Hedberg, known to me or satisfactorily proven to be the person whose name is subscribed in the within instruments and acknowledged himself to be the President of WCF Investments, Inc., a Pennsylvania corporation, that said corporation is a partner in C.S. Funding Associates-1987, a Pennsylvania general partnership, and that he, as such President, being authorized to do so, executed the foregoing Interests Agreement ~~Deed of Trust~~ for the purposes therein contained by signing the name of the corporation by himself as President and he acknowledged to me that such corporation executed the same as a partner of and on behalf of C.S. Funding Associates-1987, a Pennsylvania general partnership and that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13<sup>th</sup> day of August, 1990

Karen Kay Walker  
Notary Public

My Commission Expires:

OFFICIAL SEAL  
KAREN KAY WALKER, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES: 12/31/1991

Member, Pennsylvania Association of Notaries

ACKNOWLEDGEMENT

STATE OF MISSOURI

)

926355 BK 1410 PG 977

COUNTY OF CLAY

)

ss.

)

Before me, a Notary Public in and for said County and State, personally appeared Russell D. Hammett, known to me or satisfactorily proven to be the person whose name is subscribed in the within instruments and acknowledged himself to be the First Vice President of Metro North State Bank, a corporation organized under the laws of the State of Missouri, and that he, as such First Vice President, being authorized to do so, executed the foregoing <sup>Extension Agreement</sup> ~~Deed of Trust~~ for the purposes therein contained by signing the name of the corporation by himself as First Vice President and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24 day of August, 1990.

Susan R. Burnett

Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF MISSOURI  
CLAY COUNTY  
MY COMMISSION EXP SEPT 20, 1993

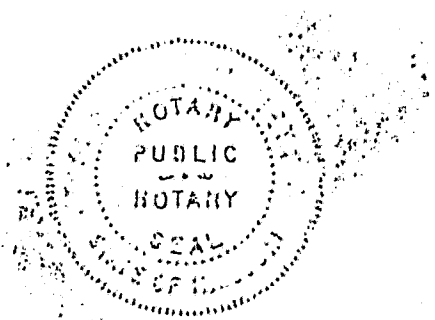


EXHIBIT "A"

# 926355 BK 1410 PG . 978

Store No. 1074

All that certain real property situated in the State of Utah, County of Davis, described as follows:

Beginning on the south line of a highway at a point North 89 degrees 53' East 1410.56 feet and South 0 degrees 07' East 50.0 feet from the Northwest corner of Section 18, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence South 0 degrees 07' East 162.95 feet to a point 0.96 foot South 73 degrees East of the Northwest corner of Lot 133, Vae View No. 2 Amended Plat, thence North 73 degrees West 44.22 feet; Thence West 130.6 feet to the East line of a street; Thence North 150.2 feet along said street to the South line of said highway; Thence North 89 degrees 52' East 169.52 feet along said highway to the POINT OF BEGINNING.

Also being described in survey dated May 22, 1986 by Bonneville Engineering as follows:

Beginning at the Northeast corner of Vae View No. 2 amended plat as recorded, said point being East 1240.33 feet and South 45.29 feet from the Northwest corner of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, running; thence North 89°38'00" East 171.84 feet along said South line; thence South 00°22'00" East 164.23 feet to a point 0.96 feet South 73° East of the Northwest corner of Lot 133 Vae View No. 2 amended plat (said point being on the North line of said plat, as established); thence North 73°00'00" West 44.22 feet along said North line; thence West 130.60 feet along said North line to the East line of Gregory Drive; thence North 150.20 feet along said East line to the Point of Beginning.

6979R-2

## EXHIBIT "A"

E 924355 BK 1410 PG 979

Store No. 1139

All that certain real property situated in the State of Utah, County of Davis, described as follows:

Beginning South 13 degrees 57' East 371.98 feet from the North quarter corner of Section 1, Township 1 North, Range 1 West, Salt Lake Meridian, being part of Lot 32, Block 6, Amended Plat of Irfred Park Subdivision, and running thence North 89 degrees 59' East 150 feet; Thence South 0 degrees 1' East 107.65 feet to the South line of Lot 32, Thence South 89 degrees 59' West 213.70 feet to the Easterly right of way line of U.S. Highway 89, Thence Northeasterly along said right of way line on a 14,374 foot radius curve to the left, 125 feet to the POINT OF BEGINNING.

Also being described in survey dated May 22, 1986 by Bonneville Engineering as follows:

Beginning at a point on the eastline of U.S. Highway 89, said point being S13°57'E 371.98 feet from the South Quarter Corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian (said corner has also been referred to as the North Quarter Corner of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian) running:

thence S 89°21'17" E 150.00 feet;  
 thence S 00°38'43" W 105.97 feet to the  
 southline of Lot 32, Block 6, Irfred Park  
 Subdivision Amended Plat, as established:  
 thence N 89°21'17" W 209.63 feet along said  
 southline to the eastline of said highway;  
 thence N 30°00'53" E 121.59 feet along said  
 eastline to the point of beginning.

6981R-3



# EXHIBIT B

E# 926355 BK 1410 PG 980

AMENDED AND RESTATED  
PURCHASE MONEY  
PROMISSORY NOTE

# COPY

Original Date: April 28, 1987

Amendment Date: August 20, 1990

Principal: \$33,200,000.00

Date Due: May 1, 2010

C.S. Funding Associates - 1987, a Pennsylvania general partnership (hereinafter referred to as the "Maker"), promises to pay to the order of Metro North State Bank, a Missouri banking corporation (hereinafter referred to as the "Lender"), at 8320 North Oak Trafficway, Kansas City, Missouri, or at such other place as the Bank may designate, the principal sum of Thirty-Three Million Two Hundred Thousand and No/100 (\$33,200,000.00) Dollars, together with any additional payments or additions to principal provided for in this Promissory Note, the Term Loan and Security Agreement, as amended (the "Loan Agreement") the Deeds to Secure Debt, Mortgages and Assignment of Leases and Rents, and any other security documents, all as subsequently amended, executed in connection with Maker's acquisition on April 28, 1987 of eighty-three (83) convenience stores from The Circle K Corporation and its subsidiaries (hereinafter collectively referred to as "Security Agreements"), together with interest thereon from May 1, 1990 at the rate of eight and one-half percent (8.5%) per annum on the daily outstanding principal balance. Interest shall be calculated on a 360-day year for the actual days elapsed and shall be due and payable monthly.

Maker shall make monthly payments to Bank on the first (1st) day of each month beginning as of June 1, 1990 for the next following two hundred thirty-nine (239) consecutive months in the amount set forth below:

Payments	1-60	- \$246,806.17
	61-120	- \$260,517.58
	121-180	- \$274,228.75
	181-240	- \$278,037.83

All such payments shall first be applied to interest and the remainder to principal. Both Maker and Lender expressly recognize that all remaining principal and accrued yet unpaid interest shall become due and payable on the first (1st) day of May, 2010.

Pursuant to the terms of the Loan Agreement the Maker shall be obligated to make certain additional payments which payments shall be first applied to principal and then to any accrued yet unpaid interest. As provided in the Loan Agreement, such payments may also cause an adjustment in the amount of the monthly principal and interest payments provided above. Any such

change in the monthly principal and interest payment may be documented by the execution of a modification of this Note or an allonge.

EA 926355 BK 1410 PG 981

Maker hereby expressly recognizes that such modifications may result in monthly payments which are less than the accrued yet unpaid interest for such month, causing negative amortization. Any such difference between the monthly payment on this Note and the amount of accrued interest for such month shall be added to and treated as principal under this Note as of the date such payment became due and payable.

The Lender shall have the optional right to declare the principal sum disbursed hereunder and all accrued yet unpaid interest thereon to be due and forthwith payable in advance of the maturity date fixed herein, as such date may be adjusted, upon the failure of the Maker to pay when due the payments provided above of principal and/or interest or upon the occurrence of any event of default in any of the terms, covenants, conditions, warranties, or representations contained in any of the Security Agreements above referenced. Failure to exercise this option with respect to any failure or breach by the Maker shall not constitute a waiver of the right as to any subsequent failure or breach.

The Maker reserves the right to prepay all or any part of the principal balance owing on this Promissory Note at any time or times prior to maturity without payment of any premium or penalty, subject to thirty (30) days' advance written notice to Bank.

From time to time, without notice to Maker, said Note may be extended or renewed in whole or in part. As to any extension or renewal, the rate of interest thereon may be changed or fees in consideration of loan extensions may be imposed and any related right or security therefor may be waived, exchanged, surrendered, or otherwise dealt with and any of the acts mentioned in this Note may be done, all without affecting the liability of the Maker. The release of any party liable upon or in respect to said Note shall not release any other such party. The Maker hereby waives presentment, demand of payment, protest, and notice of non-payment, and of protest and any and all other notices and demands whatsoever. The acceptance by the Lender of additional security for the performance of the terms and provisions herein contained shall not in any way affect the liability of the Maker.

Maker, agrees to pay on demand any expenditures made by the Lender in accordance with any and all Security Agreements above referenced including not by way of limitation, but rather enumeration, for the payment of taxes, special assessments, insurance premiums, costs of compliance with statutes, ordinances or regulations, cost of maintenance and preservation of im-

provements, including monies advanced for utility charges in connection with said security, interest, and loan expenses incurred in connection with any matter pertaining hereto and/or the security pledged for this indebtedness. At the option of the Lender, all such expenditures may be added to the unpaid principal balance on this Promissory Note and become a part of and on a parity with the principal indebtedness secured by the Security Agreements and other instruments executed herewith, and shall accrue interest at the rate provided herein or, in the alternative, such expenditures may be declared immediately due and payable.

E# 926355 BK 1410 PG 982

Maker, expressly agrees that upon failure to pay any sums herein specified when due, or the occurrence of an event of default under this Note, or under any and all Security Agreements, the entire principal debt, or so much thereof as may remain unpaid at the time, together with all accrued yet unpaid interest shall, at the continuing option of the Lender, become immediately due and payable, and any sum not so paid when due shall bear interest at the rate of fourteen percent (14.0%) per annum. In addition thereto, there shall be due and payable all costs incurred and reasonable attorney's fees in the event collection efforts are commenced, such reasonable attorney's fees to be paid irrespective of whether or not actions or foreclosure proceedings are commenced or continued into judgment. Any assignment, sale, mortgage, conveyance or divestment by Maker of its interest or title in any manner whatsoever, in any portion of the real property, fixtures or personal property serving as security for this Note (the "Property") which is not specifically provided for in the Loan Agreement, without the prior written consent of Lender, shall be considered a default hereunder and shall be subject to the provisions of this paragraph.

In no event shall interest (including any charge or fee held to be interest by a Court of competent jurisdiction) accrue to be payable hereon in excess of the highest contract rate allowable by law at the time such indebtedness shall be outstanding and unpaid, and if, by reason of the acceleration of maturity of such indebtedness or for any other reason, interest in excess of the highest legal rate shall be due or paid, any such excess shall constitute and be treated as a payment on the principal hereof and shall operate to reduce such principal by the amount of such excess, or if in excess of the principal indebtedness, such excess shall be waived or refunded to the Maker.

The Promissory Note is to be construed in accordance with the laws of Missouri. If any charges (including interest) made in connection with this loan at any time whatsoever or provisions hereof are judicially determined to be invalid, then the charges shall be reduced to an amount which is legally permissible, and that provision thereof which is declared invalid shall be deemed modified or deleted so as to be legally permissible, and such

modification or deletion shall not affect the validity of the remaining provisions hereof.

The Security Agreements above described, shall constitute security for the payment and full performance of all obligations represented by this Note as well as all expenditures made and sums advanced on principal hereunder. Incorporated herein by reference are the terms, conditions, covenants, representations, and warranties of the Security Agreements and any other instrument securing this Note.

E# 925355 BK 1410 PG 983

Notwithstanding anything to the contrary set forth in this Note or the Security Agreements, neither Maker, nor Maker's respective partners, officers, directors, shareholders, heirs, legal representatives, successors or assigns (collectively, the "Exculpated Parties"), shall have any personal liability for the payment of the principal of or interest on this Note, or for any other indebtedness incurred hereunder or under the Security Agreements, and Bank shall look solely to the Property and any other Collateral or security for the indebtedness evidenced by this Note for the payment or satisfaction of such principal, interest and other indebtedness, and no other property or assets of any of the Exculpated Parties shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Bank under this Note or the Security Agreements or for any payment required to be made under this Note or under the Security Agreements, or for the performance of any of the covenants or warranties contained herein or therein; provided, however, that nothing set forth in this paragraph shall (i) constitute a release or impairment of the indebtedness evidenced by this Note or any Security Agreements or any other security for said indebtedness or other sums, (ii) preclude or limit the right of Bank to name Maker, or any other person or entity having an interest in the Property or otherwise required to be joined therein, as a party defendant in any action, suit or proceeding for foreclosure and sale under the Deed of Trust or Mortgage so long as no judgment in the nature of a deficiency judgment shall be enforced against Maker or such other person or entity except to the extent of the Property, Collateral and such other security, (iii) release any personal guarantor of the indebtedness evidenced by this Note, or (iv) preclude Bank from securing a deficiency or personal judgment against any subsequent owner of the Property or Collateral, who assumes said indebtedness or any part thereof or against any person, persons, entity or entities (other than those specifically exculpated hereinabove) now or hereafter liable for the payment of said indebtedness or any part thereof.

This Amended and Restated Note is a modification, amendment and restatement of that certain Promissory Note dated April 28, 1987 in the original face amount of \$33,200,000.00, as amended. Maker acknowledges Maker's intent that all Security Agreements

shall serve to secure the payment of the obligations evidenced by this Amended and Restated Note at least to the same extent as they secured the original Note. In the event the "Final Order" (as defined in the Loan Agreement) is not entered, this Note, at the sole option of Lender may be declared void at its inception and the relationship between Maker and Lender shall be controlled by the original promissory note, as amended in effect immediately prior to the execution of this Amended and Restated Note.

4926355 BK 1410 PG 984

THE MAKER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PERSON AGAINST ANY OTHER PERSON ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS NOTE OR THE RELATIONSHIPS CREATED HEREUNDER.

In this Promissory Note and any instrument securing the payment of the same, the singular shall include the plural; the masculine shall include the feminine and the neuter genders; "maker" or "undersigned" shall include the Maker, and any endorser, guarantor, or assumer. In the event this Note is executed, endorsed, guaranteed, or assumed by more than one person and/or firm, and/or corporations, all of the obligations herein contained shall be joint and several as among all of said parties. All persons liable, either now or hereafter, for the payment of this Note shall be jointly and severally liable, and waive presentment, demand or protest (including any right or claim to a homestead exemption) and notice of non-payment and of protest, and agrees that any modifications of the terms of payment or extension of time or payment shall in no way impair its joint and several liability.

By Lender's execution and acceptance of this Amended and Restated Purchase Money Promissory Note, Lender acknowledges Maker's options and attendant obligations under Sections 5.2, 6.1 and 7.2 of that certain Leaseback Lease Agreement dated April 28, 1987 as amended by that certain Amendment to Leaseback Lease dated August 20, 1990, between Maker, as Landlord and certain of the subsidiaries of The Circle K Corporation, as Tenant (the "Amended Lease") and agrees as follows: (i) with respect to Section 5.2 of the Amended Lease and Section 6.1 of the Amended Lease, should Maker, as Landlord, in the case of Section 5.2, elect to deliver the amount of any award or any payment made on account of condemnation or appropriation to Tenant or, in the case of Section 6.1, elect to deliver the insurance payable as a result of any damage or destruction of any improvements to Tenant, Lender shall execute such release of lien instruments as will release the lien on the land and improvements so affected created by the mortgage and any other security instruments securing the indebtedness evidenced by this Amended and Restated Purchase Money Promissory Note owed by Maker to Lender and (ii) with respect to Section 7.2 of the Amended Lease to execute such release of lien instruments as may be necessary to release the lien on the land and improvements, the subject matter of the

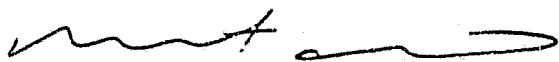
Offer (as defined in the Amended Lease) or the Multi-Property Offer (as defined in the Amended Lease) created by the mortgage and any other security instruments securing the indebtedness evidenced by this Amended and Restated Purchase Money Note owed by Maker to Lender provided the Net Sales Proceeds (as defined in the Amended Lease) realized as a result of the transaction contemplated by an Offer or Multi-Property Offer are paid in accordance with the terms of the Amended Lease. 926355 BK 1410 PG 985

IN WITNESS WHEREOF, the duly authorized representative of Maker executes this Note as of the date first above written.

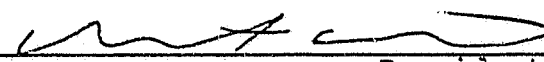
MAKER

C.S. FUNDING ASSOCIATES -1987

By: WCP INVESTMENTS, INC.  
(Partner)

  
\_\_\_\_\_  
- President

By: WCP, INC. (Partner)

By:   
\_\_\_\_\_  
- President

This Note is accepted by:

METRO NORTH STATE BANK

  
\_\_\_\_\_  
RUSSELL D. HAMMETT - FIRST V.P.

COPY