

Return by Mail to:

KEMP, SMITH, DUNCAN & HAMMOND, P.C.
Attn: Mr. Chris A. Paul
2000 State National Bank
El Paso, Texas 79901
(915) 533-4424

**AMENDED AND RESTATED MEMORANDUM OF LEASE
AND NOTICE OF NON-DISTURBANCE**

Inst # 1994-12490

04/15/1994-12490
02:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 NCD 28.50

Store Number 2547

Shelby, Alabama
(County, State)

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE AND NOTICE OF NON-DISTURBANCE is by and among The Provident Bank, an Ohio corporation ("Landlord"), whose principal place of business is One East 4th Street, Cincinnati, Ohio 45202, as Trustee under a Trust Agreement dated as of April 30, 1984, for the benefit of Store Properties Company, an Ohio corporation ("Store Properties") and UtoteM, Inc., a Delaware corporation (formerly known as Fairmont Foods Company), Monterre Properties, Inc., a Delaware corporation, UtoteM Markets of Arizona, Inc., an Arizona corporation, U-TOTE'M of Alabama, Inc., an Alabama corporation, U-TOTE'M of Colorado, Inc., a Colorado corporation, U-TOTE'M of Miami, Inc., a Florida corporation, The Circle K Corporation, a Texas corporation, Circle K Convenience Stores, Inc., a Texas corporation, Circle K General, Inc., a Texas corporation, and Shop & Go, Inc., a Florida corporation (collectively the "Tenant"), each of whose mailing address is 1601 North Seventh Street, Phoenix, Arizona 85006, to supersede and replace that certain Warranty Deed, Bill of Sale, Memorandum of Lease and Option to Purchase (the "Prior Memorandum"), and recorded as set forth in Schedule I attached hereto and made a part hereof, describing the tenancy created by that certain Leaseback Lease dated April 30, 1984, as amended by Amendment of Leaseback Lease dated August 29, 1986, by Second Amendment of Leaseback Lease dated March 1, 1989, and by Third Amendment to Leaseback Lease dated June 1, 1990 (collectively, the "Lease") applicable to the real property described on Exhibit "B-47" appended hereto (the "Demised Premises"); the understanding and agreement being that upon the execution, delivery, and recordation hereof, the Prior Memorandum shall be null and void and of no further force and effect.

By Amended and Restated Leaseback Lease (the "Amended Lease") dated October 1, 1992, Landlord, Store Properties and Tenant agreed to amend, replace, and supersede the Lease in its entirety by the Amended Lease, as of October 1, 1992.

Pursuant to the terms of the Amended Lease, Landlord has granted, demised and leased the Demised Premises to Tenant upon the following terms:

Date of Lease: October 1, 1992

Description of Demised Premises: See attached Exhibit "B-47"

Date of Commencement: October 1, 1992

Expiration of Primary Term: September 30, 2007

Option to Purchase: Pursuant to the terms of the Amended Lease, Tenant is granted the option to purchase the Demised Premises upon the terms and conditions therein stated; which provisions provide for the purchase by Tenant of all of the real properties subject to the Amended Lease, including without limitation the Demised Premises, in exchange for cancellation of the indebtedness then due and owing under that certain Third Restated Deferred Interest and Non-Recourse Note dated April 30, 1984, in the original principal amount of \$23,600,000, as restated as of October 1, 1992, signed by Store Properties and payable to The Circle K Corporation, and which further provide under certain circumstances for the extension of the term of the Amended Lease for a period of fifteen (15) years from the date of expiration of the Primary Term.

Limited Right of Sale: Pursuant to the terms of the Amended Lease, Tenant is granted the right to offer for sale and sell certain of the real properties subject to the Amended Lease, including without limitation the Demised Premises, in accordance with the terms thereof.

Leasehold Mortgage: Pursuant to the terms of the Amended Lease, Tenant is granted the right to mortgage the Demised Premises on the terms set forth therein.

Non-Disturbance: The Amended Lease is subject and subordinate to the liens now held by Continental Bank, N.A. ("Bank") to secure the Continental Loan (as defined in the Amended Lease, and subject to the limitations set forth in the Amended Lease with respect to increases thereof and additional indebtedness which may be incurred and secured by liens against the Demised Premises) pursuant to the terms of that certain Amendment to Assignment of Lease, Subordination, Non-Disturbance and Attornment Agreement; and Estoppel Certificate by and among Bank, Landlord, Store Properties, and Tenant (the "Subordination Agreement"); which Subordination Agreement confers certain rights of non-disturbance in favor of Tenant.

The purpose of this Amended and Restated Memorandum of Lease and Notice of Non-Disturbance is to give record notice of the Amended Lease and the Subordination Agreement and the rights created thereby, all of which are hereby confirmed.

A copy of the Amended Lease and Subordination Agreement are being held by Tenant at its address stated above.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Memorandum of Lease and Notice of Non-Disturbance as of the date set forth in their respective acknowledgements to be effective as of October 1, 1992.

LANDLORD:

ATTEST:

THE PROVIDENT BANK, an Ohio
corporation, Trustee

By: [Signature]
Name: BRIAN W. HALL
Title: TRUST OFFICER

By: [Signature]
Name: D. Taylor Wood
Title: ASSISTANT VICE PRESIDENT
AND TRUST OFFICER

(SEAL)

WITNESSES:

[Signature]
[Signature]

WITNESSES:

STORE PROPERTIES COMPANY

[Signature]
[Signature]

By: [Signature]
Name: KEITH E LINDNER
Title: GENERAL PARTNER

(SEAL)

TENANT:

UTOTEM, INC., MONTERRE PROPERTIES,
INC., UTOTEM MARKETS OF ARIZONA, INC.,
U-TOTE'M OF ALABAMA, INC., U-TOTE'M OF
COLORADO, INC., U-TOTE'M OF MIAMI,
INC., THE CIRCLE K CORPORATION,
CIRCLE K CONVENIENCE STORES, INC.,
CIRCLE K GENERAL, INC., SHOP & GO,
INC.

ATTEST:

By: Cortland J. Silver
Name: CORTLAND J. SILVER
Title: Assistant Secretary

By: Janete Jackim
Name: JANETE JACKIM
Title: Vice President - Real Estate

WITNESSES:

Janette Jackim
Nancy J. Gwallan

STATE OF OHIO)
 : SS:
COUNTY OF HAMILTON)

I, PAUL V. MUETHING, a Notary Public in and for said County and State, hereby certify that Keith E. Lindner, whose name as General Partner of Store Properties Company, an Ohio general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 6th day of July, 1993.



Notary Public in and for
Hamilton County, Ohio


My Commission Expires:

PAUL V. MUETHING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF OHIO)
 : SS:
COUNTY OF HAMILTON)

I, PAUL V. MUETHING, a Notary Public in and for said County and State, hereby certify that D. Taylor Wood, whose name as Assistant Vice President of The Provident Bank, an Ohio banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 6th day of July, 1993.



Notary Public in and for
Hamilton County, Ohio

My Commission Expires:

PAUL V. MUETHING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF Missouri)
COUNTY OF Jackson)

I, Karen J. Bowser, a Notary Public in and for said County in said State, hereby certify that JANET E. JACKIM, whose name as Vice President - Real Estate of UTOTEM, INC., a Delaware corporation, MONTERRE PROPERTIES, INC., a Delaware corporation, UTOTEM MARKETS OF ARIZONA, INC., an Arizona corporation, U'TOTE'M OF ALABAMA, INC., an Alabama corporation, U'TOTE'M OF COLORADO, INC., a Colorado corporation, U'TOTE'M OF MIAMI, INC., a Florida corporation, THE CIRCLE K CORPORATION, a Texas corporation, CIRCLE K CONVENIENCE STORES, INC., a Texas corporation, CIRCLE K GENERAL, INC., a Texas corporation and SHOP & GO, INC., a Florida corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of the corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of June, 1993.

Karen J. Bowser
NOTARY PUBLIC IN AND FOR
COUNTY, _____

My Commission Expires:

KAREN J. BOWSER
Notary Public-State of Missouri
Commissioned in Jackson County
My Commission Expires Nov. 8, 1994

Exhibit B-47
Store No. 2547
Shelby County, Alabama

A parcel of land situated in the Northeast Quarter of the Northeast Quarter Section 36; Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of Section 36, Township 19 South, Range 3 West; Shelby County, Alabama, and run Southerly along the East line of said Section 550.00 feet to a point, said point now being in the right of way of U. S. Highway #31 South and also being the old Southeast corner of the W. N. Campbell property as described in Deed Book 128, Page 333, in the Judge of Probate Office, Shelby County, Alabama; thence turn right 76 degrees 12 minutes 31 seconds as measured and run southwesterly 136.91 feet along the South line of said W. N. Campbell property to the Westerly right of way line of U. S. Highway #31 South, and the point of beginning of the property herein described; thence continue Southwesterly along last stated course 200.00 feet; thence turn 83 degrees 15 minutes left and run Southerly 100.55 feet; thence turn 96 degrees 45 minutes left and run Easterly 200.01 feet to a point on said Westerly right of way line of U. S. Highway #31 South, said point being on a curve having a radius of 2,009.86 feet and subtending a central angle of 2 degrees 52 minutes, thence turn left with an interior angle of 95 degrees 18 minutes 35 seconds to tangent of said curve; thence run Northerly along the arc of said curve and said right of way line of U. S. Highway #31 South 100.56 feet to the point of beginning. Mineral and mining rights excepted.
Situated in Shelby County, Alabama.

SCHEDULE I
(Recording Information)

Store No. 2547

Book 357, Page 713, Shelby County, Alabama

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