

Shelby County, Alabama
(Store 2547)

When recorded, return to:

Winston & Strawn
Suite 4200
35 West Wacker
Chicago, Illinois 60601
Attention: Helen D. Shapiro, Esq.

PARTIAL RELEASE
OF
ASSIGNMENT OF LEASE; SUBORDINATION
NON-DISTURBANCE AND ATTORNMENT AGREEMENT;
AND ESTOPPEL CERTIFICATE

Inst # 1994-24886

08/09/1994-24886
09:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

WHEREAS, an Assignment of Lease; Subordination, Non-Disturbance and Attornment Agreement; and Estoppel Certificate (the "Assignment") was made and entered into as of the 17th day of June, 1986 by and among Continental Bank N.A., f/k/a Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Assignee"), The Provident Bank, an Ohio banking corporation ("Assignor"), as Trustee under trust agreement dated as of April 30, 1984 (the "Trust Agreement") for the benefit of Store Properties Company, an Ohio general partnership ("Borrower"), Borrower, UtoteM, Inc., a Delaware corporation (formerly 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, and Circle K Management Company, a Texas corporation (collectively, "Tenant"), which Assignment was recorded on Sept. 19, 1986 in Book _____, page _____ in the Office of the County Recorder of Shelby County, Alabama (the "Recorder's Office");

WHEREAS, Assignee has been requested to release, discharge and quitclaim from the operation of the Assignment the real property more particularly described on Exhibit "A" attached hereto and thereby incorporated herein; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KNOW ALL MEN BY THESE PRESENTS that each of Assignee, Assignor and Borrower, on their own respective behalves, does hereby release, discharge and quitclaim from the operation of the Assignment, without covenant or warranty, express or implied, the real property described on Exhibit "A" attached hereto; provided, however, that this Partial Release of Assignment

shall not be construed to waive or, in any manner, affect or invalidate the lien or operation of the Assignment upon the balance of the real property described therein, nor in any way release, modify or otherwise affect the personal liability of Borrower, Tenant or any other person or entity obligated thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Partial Release of Assignment, in separate and identical counterparts, effective as of May 24, 1994.

THE PROVIDENT BANK, as
Trustee for Store
Properties Company

By: [Signature]
Its: Vice President & Trust Officer
Attest: [Signature]
Its: V.P. + Trust Officer

STORE PROPERTIES COMPANY

By: [Signature]
Its: GENERAL PARTNER

CONTINENTAL BANK N.A., f/k/a
CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: [Signature]
Its: Vice President

STATE OF OHIO)
COUNTY OF HAMILTON) ss.

On this 1 day of JUNE, 1994, before me, the undersigned notary public, personally appeared EUGENIA A. KELLY, known to me to be the person whose name is subscribed to the foregoing instrument as the _____ of THE PROVIDENT BANK, an Ohio corporation, and acknowledged that he executed the same on behalf of said corporation as the _____ thereof and that he was duly authorized so to do.

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

Pamela V. Martina
Notary Public PAMELA V. MARTINA

[SEAL]

Notary Public, State of Ohio
My Commission Expires Sept. 9, 1996

My Commission Expires:

STATE OF OHIO)
COUNTY OF HAMILTON) ss.

On this 31st day of May, 1994, before me, the undersigned notary public, personally appeared KEITH E. LINDNER known to me to be the person whose name is subscribed to the foregoing instrument as a general partner of STORE PROPERTIES COMPANY, and acknowledged that he executed the same on behalf of said general partnership as a general partner thereof and that he was duly authorized so to do.

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

Paul V. Muething
Notary Public

[SEAL]

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 ILLINOIS)
) ss.
COUNTY OF COOK)

On this 24 day of MAY, 1994, before me, the undersigned notary public, personally appeared Lynn W. Skon, known to me to be the person whose name is subscribed to the foregoing instrument as the Vice President of CONTINENTAL BANK N.A., f/k/a CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged that he executed the same on behalf of said association as the Vice President thereof and that he was duly authorized so to do.

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

Patricia M. Chavez-Foster
Notary Public

[SEAL]

My Commission Expires:

11-24-97

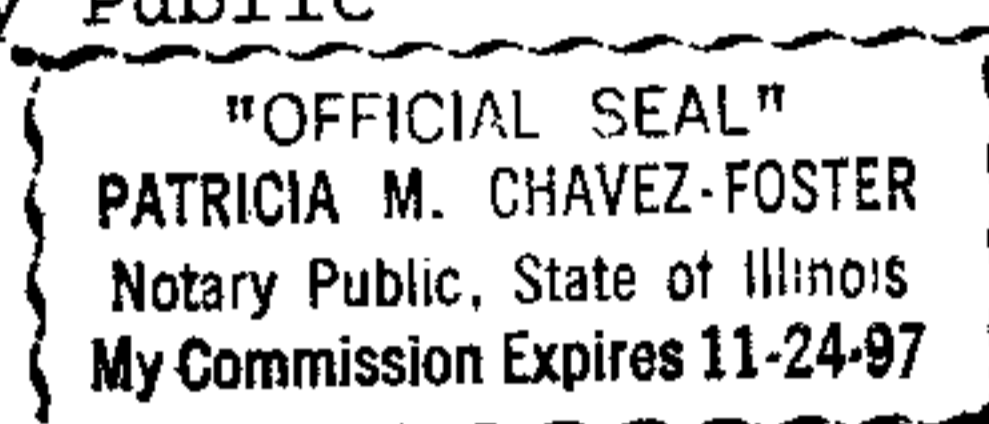


Exhibit *A*
Store No. 2547
Shelby County, Alabama

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 100.55 feet to the point of beginning. Mineral and mining rights excepted.
Situating in Shelby County, Alabama.

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