

07-07-93P03:43 RCVD  
 JODIE LANNX  
 STEWART TITLE GUARANTY  
 NATIONAL MARKETING DIVISION  
 2200 W. LOOP SOUTH, SUITE 510  
 HOUSTON, TEXAS 77027

Store No. 1421

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

K-42865  
 MEMORANDUM OF LEASE TERMINATION

This Memorandum of Lease Termination is made by and between EDMONT REALTY PARTNERS, LTD., a Texas limited partnership (hereinafter called "Landlord"), whose principal place of business is 2911 Turtle Creek Blvd., Suite 500, Dallas, Texas 75219, and CIRCLE K CONVENIENCE STORES, INC., a Texas corporation (hereinafter called "Tenant"), whose principal place of business is 1601 North Seventh Street, Phoenix, Arizona 85006.

W I T N E S S E T H:

WHEREAS, by Leaseback Lease dated April 25, 1985, as amended by Letter Agreement dated April 25, 1985 and by Agreement and Amendment to Leaseback Lease dated as of June 1, 1990 (collectively the "Lease"), Landlord did lease and demise unto Tenant, and Tenant did rent from Landlord, in addition to other real property, the real property described on Exhibit "D-37" appended hereto (the "Property"); and

WHEREAS, contemporaneously with execution of the Lease, Landlord and Tenant did execute that certain Memorandum of Lease of record in Book 1185, Page 6222 Real Property Records, Klamath County, Oregon, describing the tenancy created by the Lease; and

WHEREAS, on or about October 24, 1985, Landlord obtained certain financing from The Travelers Insurance Company, a Connecticut corporation ("Travelers"), and in connection therewith, Landlord did pledge to Travelers all of its right, title and interest in and to the Lease by execution and delivery of that certain Assignment of Leases and Rents dated October 24, 1985 (the "Original Assignment of Lease"); and

WHEREAS, Travelers' interest in and to the Original Assignment of Lease has been assigned to The Travelers Life and Annuity Company, a Connecticut corporation (the "Lender"); and

WHEREAS, in connection with the modification of the financing described above between Lender and Landlord, Landlord executed that certain Amended and Restated Assignment of Leases and Rents dated effective June 1, 1990 (the Amended and Restated Assignment of Leases and

Rents, together with the Original Assignment of Lease being hereinafter referred to as the "Assignment of Lease"); and

WHEREAS, Landlord and Tenant, by virtue of that certain Edgemont/MetVan Agreement dated as of April 1, 1993 (the "Agreement"), agreed to terminate the Lease with respect to the Property and now desire to evidence such termination of the Lease with respect to such Property as of the Surrender Date (as hereafter defined) in a recordable instrument and to obtain Lender's consent thereto as required pursuant to the Assignment of Lease; and

WHEREAS, contemporaneously with the execution of the Agreement, Landlord and each of Circle K General, Inc., a Texas corporation, Circle K Convenience Stores, Inc., a Texas corporation, Utotem, Inc., a Delaware corporation, Utotem Markets of Arizona, Inc., an Arizona corporation and Monterre Properties, Inc., a Delaware corporation executed that certain Amended and Restated Leaseback Lease dated as of April 1, 1993 (the "Amended Lease"), to evidence, in part, the amendment, modification and continuation of the Lease with respect to the real properties therein described, exclusive of the Property.

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

1. Landlord and Tenant, by their execution hereof, hereby stipulate, pursuant to and as set forth in the Agreement, that from and after May 21, 1993 (the "Surrender Date"), the Property no longer constitutes part of the Demised Premises as defined in the Lease, and that as of the Surrender Date the Lease has been terminated with respect to the Property. Accordingly, Tenant has relinquished unto Landlord all right of possession or claim thereto with respect to the Property under the Lease as of the Surrender Date. All rights, remedies, obligations and liabilities of Tenant, Circle K and Landlord shall continue as expressly set forth in the Amended Lease as to the Demised Premises described therein.

2. By the execution hereof, Lender acknowledges and consents to the termination of the Lease with respect to the Property on the Surrender Date and agrees and acknowledges that from and after the Surrender Date the Property no longer constitutes part of the Demised Premises subject to the Lease or the Amended Lease.

3. Notwithstanding the foregoing, with respect to the Assignment of Lease, Lender and Landlord stipulate and agree that the Assignment of Lease as it relates to the Property shall continue to be in full force and effect as between Landlord and Lender until such time as Lender shall have executed a release or reassignment to Landlord of the Assignment of Lease.

4. Lender, Landlord, Tenant and The Circle K Corporation ("Circle K") agree that from and after the Surrender Date, all obligations, liabilities, covenants, agreements, claims and charges under that certain Amended and Restated Subordination, Nondisturbance and Estoppel Agreement between Landlord, Tenant, Circle K and Lender dated as

of May 1, 1991, to be effective June 1, 1990, and that certain Subordination, Nondisturbance and Estoppel Agreement entered into on October 24, 1985 between Landlord, Tenant, Circle K and Lender, as the same relates to the Property only, are released in their entirety and are of no further force and effect, provided all other obligations as to any other properties covered thereby remain in full force and effect.

5. Except as specifically set forth herein, this Memorandum of Lease Termination is not intended to limit any of the rights, obligations or liabilities of Tenant, Circle K, Landlord or Lender. This Memorandum of Lease Termination shall have no effect upon the Assignment of Lease or any other loan or security documentation relating to Lender or Lender's collateral, except to the extent the same relate to the Property; it being specifically understood and agreed however that from and after the Surrender Date, Tenant has no obligation whatsoever under said Assignment of Lease or other loan or security documentation as to the Property.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Termination as of the 26 day of May, 1993.

**LANDLORD:**

WITNESSES:

EDGEMONT REALTY PARTNERS, LTD., a  
Texas limited partnership

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

Kimberly L. Chumal  
[Signature]

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

(SEAL)

ATTEST:

By: [Signature]  
Name: Russ McWilliams  
Title: ASST. SECRETARY

**TENANT:**

WITNESSES:

CIRCLE K CONVENIENCE STORES, INC., a  
Texas corporation

S. Stephenson  
A. Carnuso

By: [Signature]  
Name: Bart A. Brown, Jr.  
Title: Chairman of the Board

(SEAL)

15824

ATTEST:

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

WITNESSES:

[Signature]  
G. Carnuso

CIRCLE K:

THE CIRCLE K CORPORATION, a Texas corporation

By: [Signature]  
 Name: Boat A. Brown Jr.  
 Title: Chairman of the Board

(SEAL)

ATTEST:

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

Lender has joined in the execution of this Memorandum of Lease Termination only for the purpose of giving the consents, acknowledgements and statements set forth in paragraphs 2, 3, 4 and 5 above.

WITNESSES:

[Signature]  
Kenneth R. Schuch  
Dudley A. Ruddy

LENDER:

THE TRAVELERS LIFE AND ANNUITY COMPANY, a Connecticut corporation

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

(SEAL)

ATTEST:

By: [Signature]  
 Name: Alan B. Green  
 Title: Assistant Secretary

STATE OF Texas )  
COUNTY OF Texas )

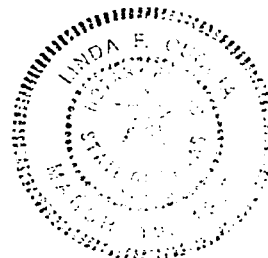
15825

This instrument was acknowledged before me on the date set forth below, by Ruth W. Kennedy V.P. and Russ McWilliams, Assistant Secretary of EDGEMONT EQUITIES, INC., a Texas corporation, which is general partner of EDGEMONT REALTY PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation, as general partner of said limited partnership.

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

Linda F. Quinn  
NOTARY PUBLIC IN AND FOR  
COUNTY, \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



STATE OF Arizona )  
COUNTY OF Maricopa )

This instrument was acknowledged before me on the date set forth below, by Bart A. Brown, Jr., Chairman of the Board and Joel A. Street, Assistant Secretary of CIRCLE K CONVENIENCE STORES, INC., a Texas corporation, on behalf of said corporation.

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

Laurel S. Brassell  
NOTARY PUBLIC IN AND FOR  
COUNTY, \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



NOTARY PUBLIC  
STATE OF ARIZONA  
MARICOPA COUNTY  
LAUREL S. BRASSELL

My Commission Expires Jan. 14, 1994



STATE OF

Texas

COUNTY OF

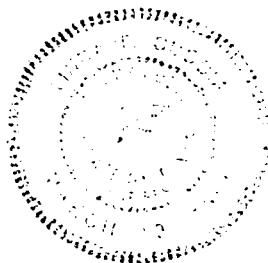
Texas

This instrument was acknowledged before me on the date set forth below, by GEORGE A. GERHART, of THE TRAVELERS LIFE AND ANNUITY COMPANY, a Connecticut corporation, on behalf of said corporation.

*In witness whereof, I have hereunto set my hand and official seal this 26 day of May, 1993.*

George F. Quinn  
NOTARY PUBLIC IN AND FOR  
COUNTY, \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



STATE OF Arizona )  
COUNTY OF Maricopa )

This instrument was acknowledged before me on the date set forth below, by Bart A. Brown, Jr., Chairman of the Board and Russ M. Williams, Assistant Secretary of THE CIRCLE K CORPORATION, a Texas corporation, on behalf of said corporation.

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

Laurel S. Brasell  
NOTARY PUBLIC IN AND FOR  
COUNTY, \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_


 NOTARY PUBLIC  
STATE OF ARIZONA  
MARICOPA COUNTY  
LAUREL S. BRASSELL  
My Commission Expires Jan. 14, 1994

EXHIBIT D-37

Store No. 1421

The N $\frac{1}{4}$  of the N $\frac{1}{4}$  of Tracts No. 1, Glengers Home Tracts, in the County of Klamath, State of Oregon, together with any portion of the S $\frac{1}{4}$  of the N $\frac{1}{4}$  of said Tract No. 1 which lies Northerly from a straight line extending from the East line of said tract to the West line thereof and which line is located exactly four inches Northerly from the East and West ends of the Northerly line of the cement foundation of the aluminum shop building situated on the S $\frac{1}{4}$  of the N $\frac{1}{4}$  of Tract No. 1, of said Glengers Home Tracts, but less any portion of said N $\frac{1}{4}$  of N $\frac{1}{4}$  of said Tract No. 1, which lies South of the above described straight line lying four inches Northerly of the Northerly line of said cement foundation, SAVING AND EXCEPTING THEREFROM that portion described in Deed recorded June 16, 1964, Volume 353 at page 519, Deed Records of Klamath County for State Highway.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of \_\_\_\_\_ July \_\_\_\_\_ A.D. 19 93 at 3:43 o'clock P.M., and duly recorded in Vol. 193  
of \_\_\_\_\_ Deeds \_\_\_\_\_ on Page 15821.

FEE \$65.00

Evelyn Biehn County Clerk

By \_\_\_\_\_