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BK1868 P3189

PRESENTED FOR
REGISTRATION
AND RECORDED

'95 AUG 21 P3:10

John Holleman
Register of Deeds
Forsyth Co., N.C.

PREPARED BY:

CIRCLE K STORES INC.
3003 N. Central Avenue, 18th Floor
Phoenix, Arizona 85012
Attn: Real Estate Department

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN

THIS SUBORDINATION, NON-DISTURBANCE AND RECOGNITION AGREEMENT is made and entered into by and among B&BB LIMITED PARTNERSHIP, acting by and through its duly authorized General Partner, CONVENIENCE STORE MANAGEMENT, INC., located at 1835 University Boulevard, Suite 200, Hyattsville, Maryland 20783 ("Landlord"), ALLIED CAPITAL COMMERCIAL CORPORATION and BUSINESS MORTGAGE INVESTORS, INC., each with offices at 1666 K Street, 9th Floor, Washington, D.C. 20006 ("Lender") and CIRCLE K STORES INC., located at 3003 N. Central Ave., 18th Floor, Phoenix, AZ 85012 ("Tenant").

WHEREAS, Landlord and Tenant are parties to a lease dated February 1, 1993 (the "Lease"), for the real property located at: See Exhibits "A" (the "Premises").

WHEREAS, Lender has agreed to make a loan to Landlord, which loan is to be secured by a realty mortgage, deed of trust or other security instrument (the "Mortgage") encumbering the Premises; and

WHEREAS, Lender and Tenant desire to provide for, among other matters, the subordination of the lien of Tenant's leasehold interest in the Premises to the lien of the Mortgage and the non-disturbance of Tenant's enjoyment, use and occupancy of the Premises;

NOW, THEREFORE, in consideration of the mutual covenants and representations hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SUBORDINATION. Subject to the other provisions hereof, the lien of Tenant's leasehold interest and estate in the Premises created by the Lease shall be at all times hereafter subject to and subordinate in priority to the lien of the Mortgage and to all renewals, modifications, replacements and extensions thereof. The lien of the Mortgage shall not, however, encumber any of Tenant's fixtures, equipment, inventory or other property located at the Premises.
2. NON-DISTURBANCE AND RECOGNITION. Notwithstanding any provision in the Mortgage to the contrary, Lender agrees that in the event of a foreclosure of the Mortgage or other similar proceeding against Landlord that so long as Tenant continues to pay rent and otherwise comply with the terms and conditions of the Lease, then the Lease shall remain in full force and effect and Tenant's right to possession of the Premises will not be disturbed during the original term of the Lease or any renewal thereof.
3. ATTORNMEN BY TENANT. In the event that Lender or any other purchaser at a foreclosure or public or private sale (or by agreement in lieu thereof), or any successor-in-title to any of them ("New Owner") acquires title to the Premises, Tenant shall attorn to such New Owner and the Lease shall continue in full force and effect as a direct lease between Tenant and such New Owner upon all of the terms and conditions contained therein.
4. MISCELLANEOUS.

4.1 Primacy of Agreement. In the event of any conflict or ambiguity between the provisions of this Agreement and those of the Mortgage, this Agreement shall be controlling in all respects. No provision herein shall be deemed an amendment or modification of any provision of the Lease.

4.2 Notices. Tenant will notify Lender of any default of Landlord under the Lease at the same time that Tenant gives such default notice to Landlord. Any notice required or permitted to be given herein 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 at the beginning of this Agreement. 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.

4.3 Attorney's Fees. In the event any party employs legal counsel to enforce or sue for a breach or anticipated breach of any provision of this Agreement, the prevailing party shall be entitled to recover all fees, charges, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred in connection therewith.

4.4 Authority. Landlord, Tenant and Lender each represent and warrant that they have full power, right and legal capacity, and have received all necessary authorizations to execute this Agreement and to perform fully hereunder.

4.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; all prior or contemporaneous promises and understandings related thereto having been superseded hereby. No provision of this Agreement may be amended, canceled, deleted or supplemented except by a writing signed by all of the parties.

4.6 Construction. If any party consists of more than one person, then their obligations hereunder shall be joint and several. This Agreement is a negotiated document, and the parties have had the opportunity to have it reviewed by counsel. It reflects the "reasonable expectations" of the parties and as such, it shall be construed according to its fair meaning and without application of any drafting rule or presumption.

4.7 Governing Law; Successors and Assigns. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State where the Premises is located, shall run with the Premises and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.8 Counterparts. This Agreement may be executed in counterparts, and any counterpart containing original signature pages of all parties shall constitute an original Agreement for all purposes.

4.9 Recordation. Lender may, at its sole cost and expense, record this Agreement in the Official Records of Forsyth County, State of North Carolina, and shall thereupon deliver a copy of such recorded Agreement to Tenant at the above address.

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IN WITNESS WHEREOF, the parties have executed this Agreement this 31 day of May, 1995.

LANDLORD:

[CORPORATE SEAL]
WITNESS/ATTEST:

B&BB LIMITED PARTNERSHIP a Maryland limited partnership

By: Convenience Store Management, Inc. a Maryland corporation, its sole general partner

By:
Name:
Title:

Fred Wine Pres.
Fred Wine
President

[CORPORATE SEAL]

TENANT:

CIRCLE K STORES INC., formerly known as THE CIRCLE K CORPORATION, a Texas corporation

By:
Name:
Its:

Philip W. Tomczyk
Philip W. Tomczyk
Vice President

[CORPORATE SEAL]

LENDER:

ALLIED CAPITAL COMMERCIAL CORPORATION, a Maryland corporation

By:
Name:
Its:

John J. Hall, Jr.
John J. Hall, Jr.
Vice President

[CORPORATE SEAL]

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BUSINESS MORTGAGE INVESTORS, INC.

Kelly A. Anderson
Asst. Secretary

By: John J. Hall, Jr.
Name: John J. Hall, Jr.
Its: Vice President

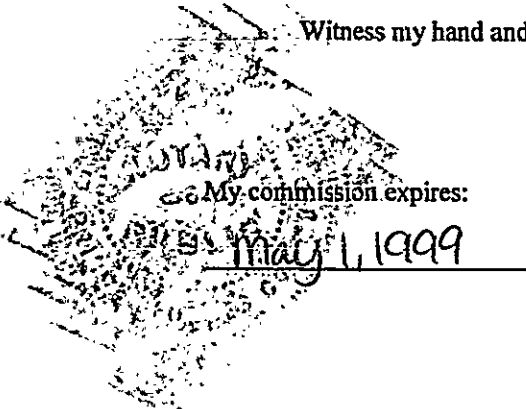


STATE OF Maryland
Prince Georges County

I, Kimberly A. Weber, Notary Public for said County and State, certify that
Fred Wine personally came before me this day and acknowledged that he/she is
President of CONVENIENCE STORE MANAGEMENT, INC., a
Maryland corporation, the sole general partner of B&BB Limited Partnership, a Maryland limited
partnership, and that by authority duly given and as the act of the partnership the foregoing instrument was
signed in its name by its President, sealed with its corporate seal, and attested by
Mark Shank as its Secretary.

Witness my hand and official seal, this the 5th day of July, 1995.

Kimberly A. Weber
Notary Public



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STATE OF ARIZONA,

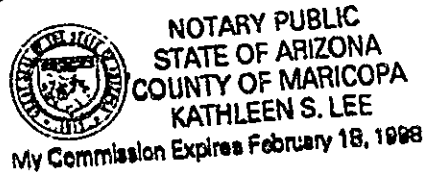
Maricopa County

I, Kathleen S. Lee, Notary Public for said County and State, certify that Philip W. Tomczyk personally came before me this day and acknowledged that he is Vice President of CIRCLE K STORES INC., formerly known as THE CIRCLE K CORPORATION, a Texas corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by Joel Sterrett as its Secretary.

Witness my hand and official seal, this the 29th day of June, 1995.

Kathleen S. Lee
Notary Public

My commission expires:



STATE OF District of
Columbia County

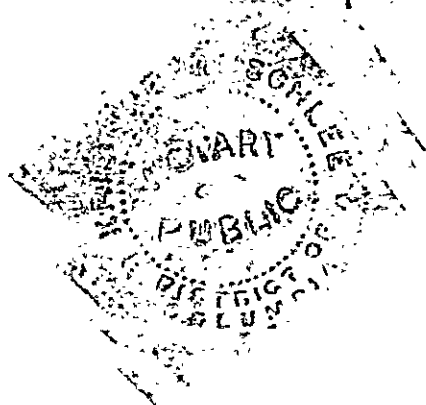
I, Kristine M. Schlee, Notary Public for said County and State, certify that John J. Hall, Jr. personally came before me this day and acknowledged that he is Vice President of ALLIED CAPITAL COMMERCIAL CORPORATION, a Maryland corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by Reth A. Anderson, its Assistant Secretary.

Witness my hand and official seal, this 27th day of July, 1995.

Kristine M. Schlee
Notary Public

My commission expires:

9/31/2005



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STATE OF District of
Columbia County

I, Kristine M. Schlee, Notary Public for said County and State, certify that John J. Hall, Jr. personally came before me this day and acknowledged that he is Vice President of BUSINESS MORTGAGE INVESTORS, INC., a Maryland corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by Kelly A. Anderson, its Assistant Secretary.

Witness my hand and official seal, this 27th day of July, 1995.

Kristine M. Schlee
Notary Public

My commission expires:

5/31/2000



STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate 5 of Kindred A. Welles, N.P. Prince Georges
(here give name and official title of the officer signing the certificate passed upon)
Co, MD; Kathleen S. Lee, N.P. Maricopa Co, AZ & Kristine M. Schlee,
N.P. District of Columbia
is (are) certified to be correct. This the 21 day of Aug., 1995.

John Holleman Register of Deeds

By Karen Gordon Deputy Assistant

Probate and Filing Fee \$_____ paid.

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EXHIBIT "A"
Store No. 4358
Forsyth County, North Carolina

All of that certain lot, piece or parcel of land, with the buildings and improvements erected thereon, situate, lying and being in the City of Winston Salem, County of Forsyth and State of North Carolina and more particularly described as follows:

BEGINNING at an iron stake at the Northeast corner of Clemmons ville Road and Ebert Street; thence along the East side of Ebert Street N 06°-36'-56" E, 305.00 feet to an iron stake; thence along the Southern line of Laurel L. Robbins S 88°-19'-09" E, 206.41 feet to an iron stake passing over an iron stake 6.00 feet from the corner; thence S 03°-30'-56" W, 190.04 feet to an iron stake; thence N 84°-47'-44" W, 27.86 feet to an iron stake; thence S 21°-19'-58" W, 215.39 feet to a nail and cap in the pavement of Waughtown-Clemmons ville Road. Said line passing over an iron stake 16.00 feet back from the corner; thence N 53°-41'-54" W, 153.50 feet to a nail and cap in the pavement the point of beginning containing 1.531 acres and being lots 4-A and 5-2, Block 2308, Forsyth County, N.C. tax map and being also the same property described in Deed Book 742, page 246, Forsyth County, N.C. Registry.